

FILED in PERQUIMANS County, NC
on Nov 12 2004 at 12:34:37 PM
by: DEBORAH S. REED
REGISTER OF DEEDS
BOOK 274 PAGE 572

STATE OF NORTH CAROLINA

PERQUIMANS COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RIVERS EDGE SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for a development called THE RIVERS EDGE SUBDIVISION is made the 12th day of November
2004 by Coastal Land Development, Inc., hereinafter referred to as "Declarant", the Owner and
Developer of The Rivers Edge Subdivision.

RECITALS

Declarant is the Owner of certain real property which is described and delineated on plat
Plat Cabinet 2 Slide 127 Map 8,
recorded in the Perquimans County Registry in Plat Book _____, Pages _____. Declarant
desires to subject the property described in the aforementioned Plat Book to the provisions of this
**Plat Cabinet 2
Slide 128 Maps 1-3**
Declaration and to develop the property under the name of **The Rivers Edge Subdivision** and
desires to create thereon a residential subdivision (the "Subdivision") together with streets, roads,
footways, open spaces, entrances, drainage facilities, access easements, and any other
Community Properties (herein after referred to collectively as the "Community Properties") for
the benefit of the Subdivision; and

Declarant desires to provide for the preservation of the values and amenities in the
Subdivision and for the maintenance of the Community Properties and, to this end, desires to
subject the real property to the covenants, conditions, restrictions, easements, charges and
liens, hereinafter set forth, each and all of which is, and are, for the benefit of all said real
property and each owner of a portion thereof; and

Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create an organization to which should be delegated and assigned the powers of maintaining and administering the Community Properties, administering and enforcing the covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

Declarant, has or will cause to be incorporated under the laws of the State of North Carolina a nonprofit corporation, The Rivers Edge Homeowners' Association, Inc. (the "Association"), for the purpose of exercising the functions contained in this Declaration, the Bylaws, and its Articles of Incorporation.

NOW, THEREFORE, Declarant does hereby declare that all of the property described **Plat Cabinet 2 Slide 127Map 8,** and delineated on plat recorded in Plat Book _____, Pages _____, Perquimans County Registry, together with any additional property which it may hereafter add by supplement to this **Plat Cabinet 2 Slide 128 Maps 1-3** Declaration, shall be held, transferred, conveyed, occupied and used subject to the following easements, covenants, conditions, restrictions, liens and charges which shall run with the title to the real property and which shall be binding upon and inure to the benefit of all the parties having any right, title or interest in the above described properties, their heirs, successors and assigns.

1. Property Owners' Association.

(a) A corporation named Rivers Edge Property Owners' Association, Inc. (or some other appropriate name) has been or will be formed pursuant to Chapter 55A of the North Carolina General Statutes (The Nonprofit Corporation Act) as an association of the owners of the lots in the subdivision.

(b) The purposes of the Association are to own, manage, maintain, repair, regulate and operate the Community Properties, including facilities located thereon; to enforce the restrictions and covenants contained herein; and to make and enforce rules and regulations governing the owners' use and occupation of lots and Community Properties. In so far as streets and roads are included as Common Properties, the Association's duties as to maintenance and repair shall cease when and if the roads and streets are added to the Secondary Road System of the State of North Carolina by the North Carolina Department of Transportation.

(c) Each owner of each lot within the Subdivision shall be a member of the Association and shall remain a member until they cease to be a Lot Owner. The interest of a member in the Association or its assets cannot be transferred or encumbered except as an appurtenance of the member's lot. Each Lot Owner shall be entitled to two (2) votes for each lot owned.

(d) Subject to the initial period of Declarant Control as set forth herein, nomination for election of the Board of Directors of the Association shall be made from the floor at the annual meeting of the Association. The election shall be by secret written ballot and by a majority of the lot owners when a quorum is present. For this context a quorum shall consist of members present, in person or by proxy, entitled to cast at least fifty (50%) of the total votes in the Association. Cumulative voting is not permitted. At the first annual meeting following the termination of Declarant Control, board members shall be elected as set forth in the Bylaws.

(e) Each lot owner shall be bound by the requirements of the District Health Department Regulations, including the provisions of 15A North Carolina Administrative Code 18A.1961 with respect to maintenance of drainage and routine inspections and repairs of septic tank systems under the supervision of a management entity developed by Perquimans County and the

District Health Department (including but not limited to the Pasquotank, Perquimans, Camden and Chowan District Health Department or its successor in interest, the Albemarle Regional Health Services and the Albemarle Regional Health Services Management Entity). No individual septic or sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the District Health Department. Approval of such system as installed shall be obtained from the District Health Department. Neither Declarant nor the Association shall have any liability or responsibility for the operation, maintenance, repair or failure of any individual septic or sewage disposal system serving or intended to serve a lot and same shall be the sole responsibility and liability of the owner and/or occupant of such lot. Every owner within the Subdivision shall be responsible for and shall pay all fees assessed by any public entity, including but not limited to the District Health Department with respect to the individual septic or sewage disposal systems constructed on lots within the Subdivision. Each lot owner shall be deemed obligated to all such inspections and improvements to include the maintenance and drainage to allow proper operation of septic or sewage disposal systems, which said obligations and requirements being deemed an incident of lot ownership.

2. Assessments.

(a) The Association shall have the authority to levy assessments for liability insurance, local taxes, costs to satisfy the District Health Department's requirements as to inspection or maintenance of drainage and septic/sewage disposal systems, costs or expenses incurred or to be incurred in the improvement, maintenance and repair of roads, streets and all other Community Properties, and such other matters and purposes as it deems appropriate. Specifically, it shall

provide for yard maintenance of the Common Properties and street upkeep until such time as the streets may be added to the secondary road system of the State of North Carolina by the North Carolina Department of Transportation. Any sum assessed remaining unpaid for more than sixty (60) days shall constitute a lien upon the delinquent lot or lots when filed of record in the Office of the Clerk of Court of Perquimans County in the manner provided for by N.C. Gen. Stat. §47F-3-116 as amended from time to time. The lien for unpaid assessments shall also secure reasonable attorney fees incurred by the Association, its Manager, Officers or Board of Directors incident to the collection of such assessment or the enforcement of such lien. In addition to the lien provided for unpaid assessments, the owner of a lot who has failed to pay such assessment may be held personally responsible for such payment. Furthermore, the grantee of a lot shall be jointly or severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee or prospective grantee shall be entitled to a written statement from the Manager, the Secretary or Board of Directors, as the case may be, setting forth the amount of unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for any unpaid assessment against the grantor in excess of the amount therein stated. Assessments shall be prorated among the lots with each lot being assessed an equal share of the common expenses.

(b) In regards to the above provision, while this paragraph shall not be binding upon the Association, it is the recommendation of the Declarant to the Association that at the time the Declarant relinquishes control of the Subdivision, the Association should initially set an annual

assessment for each lot at \$200.00 per year per lot. With the closing of each lot sale from the Declarant to a buyer, the Declarant collected \$200.00 at each closing which was deposited into an account for the Association.

3. Common Properties.

Common Properties shall mean all real and personal property (a) designated and shown in writing and/or on a plat by the Declarant as Common Properties; (b) conveyed to the Association for use and benefit of the Association; or (c) held by Declarant for the benefit of the Association. Such real property may include, for example roads, streets, walkways, open spaces, piers, boat slips, boat ramps, water/boat access areas. Lot owners, their household, guests, agents, and licensees shall have a permanent and perpetual easement for the use and enjoyment of the Common Properties and such easement shall be appurtenant and shall pass with the title to every lot. However, such rights of use and enjoyment shall be subject to the right of the Declarant and the Association (i) to adopt and enforce, at any time, rules and regulations governing the use of the Common Properties and any facilities situated thereon; and (ii) the right of the Declarant and Association to set specific use charges if appropriate.

4. Period of Declarant Control.

The Period of Declarant Control is the period commencing on the date hereof and continuing until the earlier of (i) five (5) years after the date of the first conveyance of a lot to an owner other than the Declarant; (ii) 120 days after conveyance of eighty-five percent (85%) of the lots (including any lots which may be created pursuant to special Declarant rights) to a lot owner other than the Declarant; (iii) two years after Declarant has ceased to offer lots for sale in the ordinary course of business; or (iv) the date upon which Declarant voluntarily surrenders

control of the Subdivision. Declarant reserves the following special Declarant Rights for the entire Subdivision, which shall be exercisable during the period of Declarant Control:

- (a) To complete any and all improvements indicated on the plats and plans;
- (b) To construct and maintain any sales office, management office or model on any of the lots or on any of the common elements shown on the plat;
- (c) To alter the size of any lot, combine or merge lots, and to subdivide any lot;
- (d) To appoint and remove any Association Board Members during the period of Declarant Control.

5. Duration of Restrictions.

The covenants and restrictions contained in this Declaration shall run with and bind the Subdivision for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of one (1) year unless and until this Declaration is rescinded by a duly adopted resolution of the Association Board of Directors AND a rescinding instrument signed and notarized by and for not less than seventy-five percent (75%) of the Lot Owners in the Subdivision. This Declaration may be amended at any time by a duly adopted resolution of the Association Board of Directors AND an amending instrument signed and notarized by and for not less than seventy-five percent (75%) of the Lot Owners in the Subdivision. No amendment shall alter any obligation to pay assessments, affect any lien for the payment of assessments or alter any rights reserved by the Declarant. To be effective any rescinding instrument or amendment must be recorded in the Office of the Register of Deeds of Perquimans County and a marginal entry of the same must be signified on the face of this recorded document.

6. Nuisances.

(a) No domestic animals except household pets (dogs and cats) shall be kept or maintained on any of the lots in the Subdivision. No more than three (3) household pets are permitted per Lot Owner. The keeping or quartering of horses, cows, ponies, goats, chickens, ducks, pigs or other livestock is expressly forbidden. All dogs must be under the control of their owners at all times when outdoors. If dogs or cats are walked outside of their home lot, the owner must scoop and dispose of the animal waste in a trash receptacle. Where necessary, the Association Board of Directors shall have the right to act to require owners to restrain household pets causing a nuisance.

(b) Lot Owners shall be required to keep all lots neatly mowed and clear of weeds, tall grasses, or other unsightly vegetation at all times. Grass shall not be allowed to grow beyond a maximum length of twelve (12) inches in height. Should this provision be violated and such violation is not remedied within ten (10) days of receipt of written notice by the lot owner or renter, the Association may enter and mow the offending lot. The cost of mowing and any action taken in regards to this provision and its enforcement (including attorney fees) shall be an enforceable lien against the lot and shall also be a personal liability to the Lot Owner or occupier so as to ensure the cost is refunded to the Association.

(c) No nuisance or offensive, noisy or illegal activity shall be done, suffered or permitted on any lot. No condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the Declarant, the Subdivision Lot Owners or the Association. No part of any lot shall be used or occupied injuriously so as to affect the use or value of the adjoining premises for residence purposes or of the Subdivision. Outside garbage

and trash accumulations shall be maintained in closed, sturdy containers and they shall be emptied and cleaned weekly. No junked, wrecked, inoperative, unusual or deteriorated vehicles or boats, or scrap wood, lumber, building materials, scrap metal, or other useless personal property shall be allowed to remain on any lot at any time. No lot shall be used or maintained as a dumping ground for rubbish.

7. Discharge of Firearms.

The discharge of firearms within the Subdivision is expressly prohibited unless required for public safety. Target practice of any sort is prohibited within the Subdivision.

8. Residential Use.

(a) All lots shall be used for residential purposes only. No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any part of the Subdivision at any time as a residence, either temporarily or permanently, and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence. However, it is permissible to use a camping trailer or mobile home for up to but not exceeding seven (7) days. Also, recreational vehicles shall be allowed as hereinafter set forth. Dwellings may be rented for residential purposes, but no other outbuildings may be rented for residential purposes.

(b) Lot Owners shall be allowed to keep recreational camper style mobile homes which are titled in the name of the resident owner or resident renter on their lots, provided that such recreational vehicle is not used either as a temporary or permanent residence.

(c) No mobile homes, trailers, tents, shacks or manufactured homes (whether single or double wide) may be installed on or maintained within the Subdivision. Subject to Declarant's

express and prior written approval, some modular homes may be acceptable in the total discretion of Declarant.

(d) Nothing herein shall prevent Declarant from maintaining a trailer within the Subdivision as a sales office for so long as Declarant owns any lots which are for sale.

(e) With the two exceptions set forth herein, no lot within the Subdivision shall be used for any type of commercial, business or industrial undertaking or enterprise. The two exceptions to this provision are as follows: 1) Any occupant of a residence constructed on the property may use an interior room within the residence as an office, provided that the office is a private office that is not open for the reception of customers or clients and provided that the occupant resides in the home; 2) This restriction will not prevent any Subdivision support activities in conjunction with this residential subdivision project such as a lot sales office, an Association management office, maintenance areas, recreation areas, central meeting room areas and other such functions normally associated with a residential subdivision project.

(f) After conveyance of each respective lot by the Declarant, no signs or billboards shall be erected or maintained on the said lot except (i) a Contractor or Builder's sign with respect to the construction in progress; and (ii) an appropriate "For Sale" sign. Any Contractor's or Builder's sign shall be removed upon completion or abandonment of construction and any "For Sale" sign shall not exceed 24" high by 24" wide . No trade materials or inventories may be stored upon, nor with the following exception, may any trucks or tractors or buses be stored or regularly parked on any lot with the Subdivision. The exception shall be that privately owned, non-commercial passenger pickup trucks owned and used by an owner or renter as a primary vehicle may be parked upon lots within the Subdivision.

9. Antennas and Towers.

Large satellite dish antennas, shortwave or radio, television or other communication towers are prohibited. However, small satellite dish antennas (limit of two per Dwelling) are permitted so long as they are not visible in so far as practicable from any street in the Subdivision.

10. Fences.

All fences must be approved in advance by the Declaratant. To promote and maintain the aesthetic quality of the community and subdivision, perimeter privacy fences are prohibited. Swimming pool fences are required and must be at least 48" high and have self latching gates.

11. Pools.

Above-ground swimming pools (permanent or otherwise) are prohibited. In ground swimming pools are permitted provided they are properly fenced as required herein and otherwise by law.

12. ATV, Off Road 4 Wheelers & Motor Bike Use.

Use of ATVs or other off road 3 or 4 Wheelers, dirt or motor Bikes, go-carts, or similar off road vehicles within the subdivision is prohibited.

13. Combining Lots.

(a) Upon application to and approval of the Declarant or the Association, and in accordance with such Perquimans County rules or ordinances as may be applicable, and in accordance with such provisions as required by the Association or Declarant, two adjoining lots which have the same ownership may be combined to form a single lot. In such event, the newly formed single lot shall have all of the rights and obligations of a single lot under this Declaration and the Bylaws of the Association.

(b) Once a Subdivision lot has been conveyed by the Declarant, such lot may not be split or subdivided into smaller parcels.

14. Type, Size and Construction.

Any dwelling erected, placed or altered on any residential lot must conform to the following minimum standards:

(a) Lot Improvements within the Subdivision shall be limited to one (1) single family residential dwelling per Lot with either attached or detached garages provided the detached garage is of the same construction style and material as the dwelling. Such single family residential dwellings constructed shall have an enclosed, heated living space of at least 2,000 square feet, not including cellars, decks, enclosed porches and garages for single story dwellings and at least 2,200 square feet, not including cellars, decks, enclosed porches and garages for two (2) story dwellings.

(b) Dwellings shall have a minimum of at least three (3) ridgepoles in the roof line and a minimum roof pitch ratio of 5/12. Exteriors of such construction shall be of wood, vinyl and/or masonry excluding concrete block type and may be covered by exterior siding (excluding T1-11 siding or other wood paneling like it). In conjunction with the construction of a residential dwelling or thereafter, the property may be further improved by the construction of out buildings which shall be of the same construction style and material as the dwelling. However, the out buildings may not be used as dwellings and may not be larger than the single family residential dwelling on the Lot.

(c) Before constructing or placing any structure on a lot, the lot owner shall first submit written plans (including building plans and a site plan) and specifications for the structure to the

Declarant as well as such other related documentation as the Declarant may reasonably require and obtain Declarant's prior written approval of such plans before beginning any construction or work on the lot in preparation for construction. The Declarant reserves the right to delegate such responsibility for approving building plans to a committee of lot owners or such other persons as the Declarant may select as an Architectural Control Committee. Any plans and specifications submitted in property form to the Declarant (or Architectural Control Committee) and not approved or rejected within thirty (30) days after submission shall be deemed approved provided that any construction pursuant thereto shall full comply with all other provisions of these covenants.

(d) Exterior construction shall be completed within twelve (12) months of the commencement of construction.

(e) Use of the property shall be in conformity with all local, state and federal laws, regulations and rules regarding construction, usage, setbacks, or environmental protection requirements..

(f) All of the property composing The Rivers Edge Subdivision, Phase 1 is shown upon **Plat Cabinet 2 Slide 127 Map 8**
Plat Cabinet 2 Slide 128 Maps 1-3
the Map of Survey recorded in the Perquimans County Registry in Plat Book _____, Pages _____, and is subject to all matters shown on the recorded Map of Survey. Each lot shall be conveyed subject to all drainage easements, setbacks, street right-of-ways, wetland delineations and all other matters depicted on the recorded Map of Survey or described by the Map's "Note" section.

15. Easements

All Lot Owners are hereby granted non-exclusive easements for the purpose of ingress,

egress and regress over those appropriate portions of the Community Properties for the lot owners and their invitees. However, lot owners and occupiers shall not leave their vehicles parked on Subdivision streets (vehicles shall only be parked in drives located within the boundaries of lots).

The Association shall have an easement over all non-common areas for the purpose of carrying out any of its rights or duties.

16. Compliance with stormwater runoff rules.

(a) The allowable built-upon area per lot shall not exceed the allowable built-upon area and square footage shown in The Division of Water Quality's Low Density Supplement, attached hereto and incorporated herein as Exhibit A, inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement, structures, walkways of brick, stone, slate, not including wood decking.

(b) The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the State of North Carolina.

(c) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the Subdivision except for average driveway crossings, is strictly prohibited by any persons. However, the Declarant retains the right to fill, pipe or move any vegetative conveyance so long as such plan is in accordance with any applicable laws or regulations associated therewith.

12. Termination of Declarant's Duties and Rights.

The Declarant's rights, duties and obligations hereunder shall cease when the Declarant relinquishes control of the Subdivision to the Association. At such time, the Association shall succeed to Declarant's rights, duties and obligations.

13. Invalidation of a Single Covenant.

(a) The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.


(b) Nothing herein contained shall be construed as imposing any covenants or restrictions on any other properties or subdivisions of the Declarant. However, the Declarant expressly reserves the right to subject other phases of the Subdivision to this Declaration.

14. Violation of Declaration.

If the Declarant, any Lot Owner or any other person or entity who has an interest in any property within the Subdivision, their heirs, successors or assigns violate or attempt to violate any of the covenants herein, except as hereinafter provided, it shall be lawful for the Declarant or the Association or any other person or persons owning any real property situated in the Subdivision to prosecute any proceeding at law or in equity against the person, persons or entity violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation. However, the Declarant is specifically excluded from any liability for monetary damages.

IN WITNESS WHEREOF, the Coastal Land Development, Inc. has caused this Declaration to be signed its corporate name by its duly authorized officer, this the 12th day of NOVEMBER, 2004.

Coastal Land Development, Inc.



Robert T. Farris, President

STATE OF North Carolina

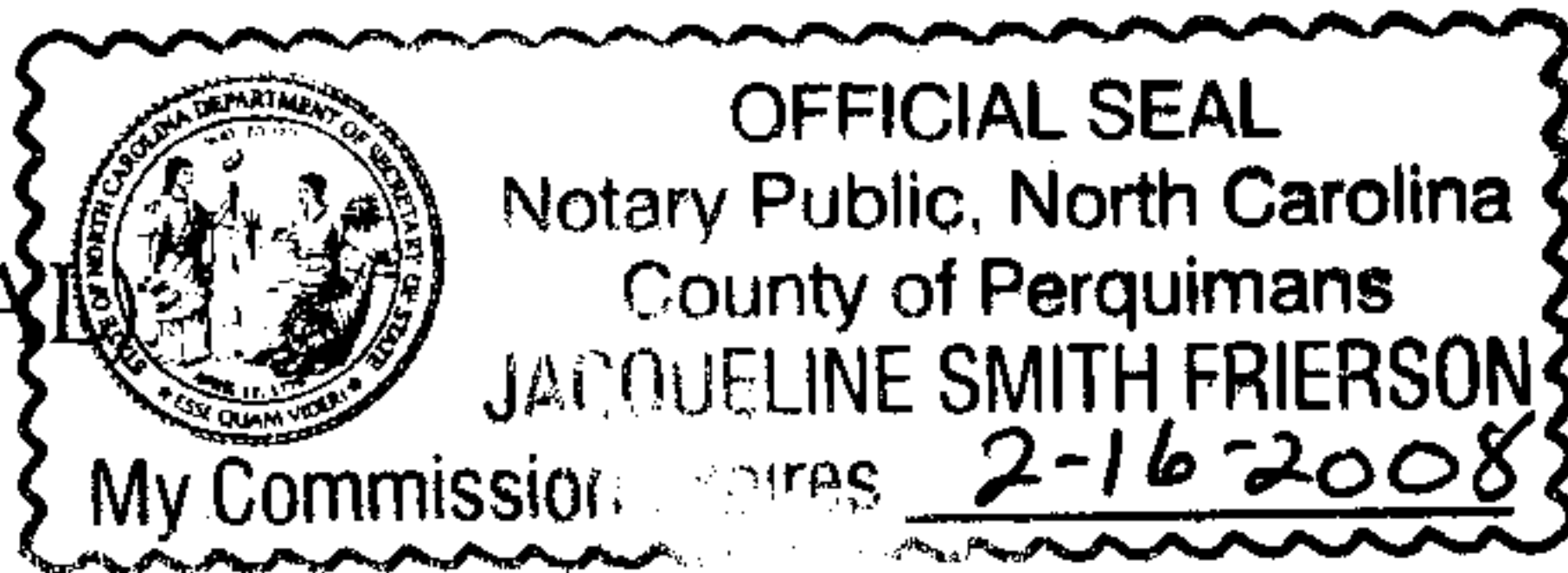
CITY/COUNTY OF Perquimans

I, a Notary Public of the City/County of Perquimans and State aforesaid, certify that ROBERT T. FARRIS personally appeared before me this day and acknowledged that he is the President of Coastal Land Development, Inc., a North Carolina corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and official stamp or seal, this 12th day of Nov, 2004

Jacqueline Smith Frierson
Notary Public

My commission expires: 2-16-2008

(AFFIX NOTARY STAMP OR SEAL)



Rivers Edge.Cov.wpd

NORTH CAROLINA, PERQUIMANS COUNTY

The foregoing Certificate of Jacqueline Smith Frierson, Notary Public for Perquimans County, NC, is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

DEBORAH S. REED, REGISTER OF DEEDS FOR PERQUIMANS COUNTY

By Donna H. Phelps Deputy Register of Deeds

**Attachment
Low Density Supplement**

Exhibit A

Project: The Rivers Edge
Phase: #1
Page Numbers 1&2
Total Lots 44

<u>Lot #</u>	<u>(sf)</u> <u>Area</u>	<u>(Ac)</u> <u>Area</u>	<u>(sf)</u> <u>Upland Area</u>	<u>(Ac)</u> <u>Upland Area</u>	<u>Allowable BUA @ 30% (UA)</u>	
					<u>(sf)</u> <u>Allowable</u> <u>BUA</u>	<u>(Ac)</u> <u>Allow</u> <u>BUA</u>
Pub Access	92,299	2.12	39,592	0.91	11,878	0.27
1	54,813	1.26	54,813	1.26	16,444	0.38
2	44,971	1.03	44,971	1.03	13,491	0.31
3	44,876	1.03	44,876	1.03	13,463	0.31
4	46,070	1.06	46,070	1.06	13,821	0.32
5	44,664	1.03	44,664	1.03	13,399	0.31
6	44,855	1.03	44,855	1.03	13,457	0.31
7	45,038	1.03	45,038	1.03	13,511	0.31
8	45,694	1.05	45,694	1.05	13,708	0.31
9	43,840	1.01	43,840	1.01	13,152	0.30
10	43,000	0.99	43,000	0.99	12,900	0.30
11	43,044	0.99	43,044	0.99	12,913	0.30
12	43,023	0.99	43,023	0.99	12,907	0.30
13	43,404	1.00	43,404	1.00	13,021	0.30
14	111,866	2.57	53,213	1.22	15,964	0.37
15	114,128	2.62	39,609	0.91	11,883	0.27
16	117,334	2.69	31,315	0.72	9,395	0.22
17	122,883	2.82	25,047	0.58	7,514	0.17
18	128,532	2.95	24,998	0.57	7,499	0.17
19	123,445	2.83	25,008	0.57	7,502	0.17
20	114,291	2.62	25,016	0.57	7,505	0.17
21	86,076	1.98	25,000	0.57	7,500	0.17
22	118,169	2.71	25,091	0.58	7,527	0.17
23	86,850	1.99	24,403	0.56	7,321	0.17
24	84,549	1.94	27,988	0.64	8,396	0.19
25	78,570	1.80	35,074	0.81	10,522	0.24
26	78,345	1.80	51,470	1.18	15,441	0.35
27	73,939	1.70	57,969	1.33	17,391	0.40
28	57,960	1.33	49,899	1.15	14,970	0.34
29	57,447	1.32	34,485	0.79	10,346	0.24

**Attachment
Low Density Supplement**

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30	53,667	1.23	35,293	0.81	10,588	0.24
31	66,168	1.52	32,034	0.74	9,610	0.22
32	78,421	1.80	25,484	0.59	7,645	0.18
33	111,117	2.55	24,421	0.56	7,326	0.17
34	85,936	1.97	85,936	1.97	25,781	0.59
35	86,100	1.98	86,100	1.98	25,830	0.59
36	108,428	2.49	108,428	2.49	32,528	0.75
37	105,266	2.42	105,266	2.42	31,580	0.72
38	80,520	1.85	80,520	1.85	24,156	0.55
39	84,596	1.94	84,596	1.94	25,379	0.58
40	94,230	2.16	94,230	2.16	28,269	0.65
41	64,487	1.48	64,487	1.48	19,346	0.44
42	63,506	1.46	63,506	1.46	19,052	0.44
43	62,601	1.44	62,601	1.44	18,780	0.43
44	63,778	1.46	63,778	1.46	19,133	0.44
Total	3,350,497	76.9			647,867	14.9
Density Factor	0.30					
Road Area	110,868	2.55				
Other Area	-	-				
Av Lot Size	76,148	1.75				
			(sf)	(Ac)		
Total BUA			647,867	14.87		
RA			110,868	2.55		
Maximum Impervious Surface			758,735	17.42		
Total Area in Phase 1			3,670,950	84.27		
Maximum Percent Impervious			20.67%			

Attachment Low Density Supplement

Project: The Rivers Edge
 Phase: #2
 Page Numbers 1
 Total Lots 17

Lot #	(sf) Area	(Ac) Area	(sf) Upland Area	(Ac) Upland Area	Allowable BUA @ 30% (UA)	
					(sf) Allowable BUA	(Ac) Allow BUA
45	122,772	2.82	33,634	0.77	10,090	0.23
46	127,500	2.93	97,071	2.23	29,121	0.67
47	77,195	1.77	72,868	1.67	21,860	0.50
48	53,530	1.23	53,530	1.23	16,059	0.37
49	44,341	1.02	44,341	1.02	13,302	0.31
50	43,735	1.00	43,735	1.00	13,121	0.30
51	44,030	1.01	44,030	1.01	13,209	0.30
52	43,638	1.00	43,638	1.00	13,091	0.30
53	43,630	1.00	43,630	1.00	13,089	0.30
54	43,560	1.00	43,560	1.00	13,068	0.30
55	77,885	1.79	33,295	0.76	9,989	0.23
56	85,096	1.95	45,874	1.05	13,762	0.32
57	102,001	2.34	45,085	1.04	13,526	0.31
58	127,912	2.94	71,123	1.63	21,337	0.49
59	174,162	4.00	108,984	2.50	32,695	0.75
60	167,321	3.84	67,853	1.56	20,356	0.47
61	92,527	2.12	60,181	1.38	18,054	0.41
Total	1,470,835	33.8			285,730	6.6

Density Factor 0.30
 Road Area 38,333 0.88
 Other Area 48,352 1.11
 Av Lot Size 86,520 1.99

Total BUA	(sf)	285,730	(Ac)	6.56
RA		38,333		0.88
Maximum Impervious Surface		324,062		7.44
Total Area in Phase 2		1,554,221		35.68
Maximum Percent Impervious		20.85%		