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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
RIVER VISTA MOUNTAIN VILLAGE

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP PROPERTY OWNERS ASSOCIATION BUT DOES NOT SUBMIT THIS DEVELOPMENT TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNER'S ASSOCIATION ACT, O.C.G.A. § 44-3-220, *ET SEQ.*

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS
 FOR
 RIVER VISTA MOUNTAIN VILLAGE
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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
RIVER VISTA AT MOUNTAIN VILLAGE

THIS DECLARATION is made on the date hereinafter set forth by **OAKDALE WYLIE CORPORATION**, a Florida corporation (hereinafter sometimes called "Declarant").

W I I N E S S E I H

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" hereof;
and

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereof to the provisions of this Declaration to create a residential Community of Recreational Vehicle Lots and Park Model Trailer Lots and to provide for the subjecting of other real property to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" attached hereto and by this reference incorporated herein is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to the real property hereby and hereafter made subject hereto and shall be binding on all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each owner of all or any portion thereof.

Article 1
Definitions

The following words, when used in this Declaration or in any Supplementary Declaration, shall have the following meanings:

1.1 "Articles of Incorporation" means the Articles of Incorporation of River Vista Mountain Village Community Association, Inc., filed with the Georgia Secretary of State and incorporated herein by this reference as may be amended from time to time.

1.2 "Association" means River Vista Mountain Village Community Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.3 "Board of Directors" or "Board" means the appointed or elected body of the Association, vested with the authority to operate and manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. §14-3-101, *et seq.*

1.4 "Bylaws" means the Bylaws of River Vista at Mountain Village Community Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference as may be amended from time to time.

1.5 "Common Property" means any and all real and personal property and the facilities, easements and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.6 "Community" refers to that certain real property described in Exhibit "A", attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein.

1.7 "Community-Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

1.8 "Declarant" means **OAKDALE WYLIE CORPORATION**, a Florida corporation and its successors-in-title and assigns taking title to any portion of the property described in Exhibit "A" or Exhibit "B" hereof for the purpose of development and/or sale and designated as Declarant in a recorded instrument by the then holder of rights of Declarant hereunder. Any or all of the rights of Declarant set forth in this Declaration or the Articles of Incorporation or the Bylaws may be transferred or assigned in whole or in part to other Persons, provided that, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration, the Articles of Incorporation or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and recorded in the public real estate records of the county where the property is located.

1.9 "Declarant's Lots" means Lots 22 and 28 of Block "F" and Lots 424 and 504 of Block "J", as more particularly identified on the recorded subdivision plat for the Community, which Lots shall be owned by the Declarant and not subject to all or a portion of the conditions and restrictions set forth herein as more particularly described in Section 7.35 hereof.

1.10 "Easement Agreement" means that certain Declaration of Reciprocal Easement and Operating Agreement by and between Declarant and the Association recorded or to be recorded in the Rabun County, Georgia records, as the same may be amended from time to time, which document establishes certain easements, obligations and restrictions as provided therein and encumbers the real property described in Exhibit "B" to the provisions of that Agreement, which property includes all or a portion of the property subject to this Declaration.

1.11 "Lot" means any plot of land within the Community, whether or not improvements are constructed thereon which constitutes or will constitute, after the construction of improvements, a Recreational Vehicle or Trailer Lot or Slick Rock RV/Cabin Lot, as more particularly shown on a subdivision plat recorded in the Rabun County, Georgia land records. The ownership of each Lot shall include, and there shall pass with the title to each Lot as an appurtenance thereto, whether or not separately described, all of the rights and interests of an Owner in the Common Property, as herein provided, together with membership in the Association.

a. Recreational Vehicle or Trailer Lot means a Lot containing a vehicle which combines transportation and temporary living quarters used primarily for recreation, camping and travel which has been manufactured for the purpose of being a recreational vehicle and is built in accordance with standards set by the Recreational Vehicle Manufacturers Association. This term includes, but is not limited to, travel trailers, fifth-wheel trailers, folding camping trailers, pop up trailers, truck campers, motorized motor homes (Class A, Class C). Mobile homes, Park Model Trailers, tents, homemade vehicles, converted buses or older small house trailers manufactured without an independent water supply, holding tanks and 12-volt electrical systems are not included in this definition. Enclosed screen rooms, raised porches (of more than six (6) inches in vertical height), other enclosed living areas, roofs or other types of overhangs shall be prohibited on Recreational Vehicle or Trailer Lots. Only one (1) Recreational Vehicle shall be located on a Lot at any time. All Lots other than Slick Rock RV/Cabin Lots shall be Recreational Vehicle or Trailer Lots.

b. Slick Rock RV/Cabin Lots means Lots 336, 356, 368, 380, 390 and 398 of Block "I" and Lots 438, 446, 454, 462, 468, 474, 482, 490, 498, 510, 518, 528 and 532 of Block "J", as more particularly shown on the recorded subdivision plat for the Community. Any dwelling located on a Slick Rock RV/Cabin Lot shall initially be purchased from River Vista, LLC and shall not be larger than five hundred (500) square feet and any screened porch, sunroom deck or other enclosed living space attached to said dwelling shall not exceed two hundred fifty (250) square feet such that the total amount of enclosed living space on a Slick Rock RV/Cabin Lot shall not exceed seven hundred fifty (750) square feet; provided, however, uncovered porches or decks may be constructed on Slick Rock RV/Cabin Lots so long as the same are approved pursuant to Article 6 hereof and do not exceed two hundred fifty (250) square feet such that the total amount of enclosed and open living space on a Slick Rock RV/Cabin Lot shall be no larger than one thousand (1,000) square feet. Recreational Vehicles shall also be permitted on Slick Rock RV/Cabin Lots.

1.12 "Mortgage" means any and all instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

1.13 "Mortgagee" means the holder of a Mortgage.

1.14 "Occupant" means any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

1.15 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.16 "Park Model Trailer" means a Recreational Vehicle purchased from River Vista, LLC that is primarily designed to provide temporary living quarters for recreation, camping or seasonal use; built on a single chassis; mounted on wheels; which has an enclosed living space of up to 500 square feet or less and conforms to ANSI A119.5 Park Trailer Standards or the United States Department of Housing and Urban Development Manufactured Home Construction and Safety Standards, as the same may be revised, amended or supplemented from time to time. Park Model Trailers shall be permitted on the Slick Rock RV/Cabin Lots only.

1.17 "Person" includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company or other organization, recognized as a separate legal entity under Georgia law.

1.18 "River Vista Amenities" means that certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Community, designated by the Declarant and which are owned and operated by Persons other than the Association for recreational or other purposes in accordance with the Easement Agreement, and may include, without limitation, the RV Resort clubhouse, the River Vista Mountain Village community center and any pool, pavilions and other recreational facilities located in and serving the RV Resort.

1.19 "RV Resort" means the property described in Exhibit "A" to the Easement Agreement

1.20 "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional covenants, conditions, restrictions or easements on the land described therein.

1.21 "Total Association Vote" means the votes attributable to the entire membership of the Association (including votes of Declarant) as of the record date for such action, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast, but specifically excluding those members whose voting rights have been suspended as provided herein.

Article 2
Property Subject To This Declaration

2.1 Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Unilateral Annexation By Declarant. As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until twenty (20) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "B" attached hereto and by this reference incorporated herein, to the provisions of this Declaration and the jurisdiction of the Association by executing and filing for record in the Office of the Clerk of Superior Court of Rabun County, Georgia, a Supplementary Declaration describing the property being subjected. Any annexation shall be effective upon the filing for record of a Supplementary Declaration unless a later effective date is provided therein.

Inclusion of property in Exhibit "B" shall not obligate the Declarant to subject such property to the Declaration. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of existing Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property. However, if any land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether or not such uses are consistent with the covenants and restrictions imposed herein.

2.3 Other Annexation. Upon the written consent of: (a) the owner(s) thereof; (b) the Declarant; and (c) the Owners of at least two-thirds of the Lots, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be executed on behalf of the Association by the President of the Association whose signature shall be attested by the Secretary of the Association. The annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

2.4 Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Article for the purpose of removing any portion of the Community then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community. Any such withdrawal shall be accomplished by the filing for record an amendment to this Declaration

rate permitted by law or eighteen percent (18 %) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and shall be a continuing lien in favor of the Association on the Lot against which each assessment is made. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments. As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include the costs of collection including, without limitation, reasonable attorneys' fees actually incurred and the award of attorneys' fees shall not be construed in accordance with O.C.G.A. Section 13-1-11(a)(2).

Notwithstanding anything to the contrary herein, Declarant's Lots shall not be obligated to pay assessments as provided herein and shall not be calculated in the total number of Lots for the Community when determining the amount of any general or special assessment to be paid by any Lot Owner; provided, however, at such time that Declarant sells all or any of Declarant's Lots to an Owner other than an affiliate of Declarant or a successor Declarant, such Lot Owner(s) shall be obligated to pay assessments as provided in Article 4 hereof.

The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each successor-in-title shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a successor-in-title for the unpaid assessments of the Owner shall not apply to any first Mortgagee taking title through foreclosure proceedings.

No Owner may waive or otherwise exempt themselves from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot or nonuse of the Community recreational facilities or any other portion of the Common Property or the River Vista Amenities as more particularly described in the Easement Agreement. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

4.3 General Assessments. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the general assessment to be levied against each Lot for the year to be delivered to each member at least thirty (30) days prior to the due date of any general assessment.

The budget and the general assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote and the Declarant. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget has been determined, as provided herein, the budget in effect shall continue. General

assessments shall be levied equally on all similarly situated Lots, except as may otherwise be provided herein, and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the general assessment shall be paid in one annual installment.

General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, legal and accounting fees, management fees, charges for sanitary sewer and cable service provided by the Association to Lots, costs associated with the maintenance and operation of the River Vista Amenities as provided in the Easement Agreement, cleaning and janitor services, landscape maintenance, expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

4.4 Special Assessments. The Association, acting through the Board of Directors, may levy a special assessment against all Owners of up to Two Hundred and No/100 Dollars (\$200.00) per Lot per year without a vote of the Association for any unbudgeted or unanticipated expenses or expenses in excess of those budgeted. In the event the Board levies a special assessment in an amount greater than Two Hundred and No/100 Dollars (\$200.00) per Lot per year, then such special assessment must be approved by two-thirds of the Total Association Vote to become effective. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.5 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received; (b) expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received; and (c) expenses of the Association incurred as a result of the conduct of a particular Owner or the Occupant, tenant, or guest of a Lot.

4.6 Subordination of Liens to Mortgages. The lien of all assessments authorized herein is hereby made subordinate to the lien of any first Mortgage placed on a Lot if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is

only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the Lot pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the Lot pursuant to a sale under power contained in such Mortgage. Such subordination is merely a subordination and shall not relieve the Owner of the Lot of the personal obligation to pay all assessments coming due during such period of ownership; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such Lot to the Mortgagee or to any other Person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous Owner of such Lot of any personal obligation or relieve such Lot or the then Owner of such Lot from liability for any assessment authorized hereunder that becomes due after such sale and transfer.

4.7 Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in the amount of the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount due, interest (at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) and costs of collection, including without limitation, reasonable attorneys' fees actually incurred. As provided in O.C.G.A. Section 44-5-60(e) the obligation for the payment of assessments and fees arising hereunder shall include the costs of collection, including, without limitation, reasonable attorneys' fees actually incurred and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. The Association may file a claim of lien with the Office of the Clerk of Superior Court of Rabun County, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments. Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend, without further notice or hearing, the membership rights of the delinquent Owner, including the right to vote, the right

of enjoyment in and to the Common Property, including, without limitation the recreational facilities serving the Community, and the right to receive and enjoy such services and other benefits as may then be provided by the Association. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not effect the permanent lien on such Lot in favor of the Association.

4.8 Date of Commencement of Assessments. Assessments shall commence when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a Lot on the date that the Lot is first conveyed to an Owner other than the Declarant, an affiliate of Declarant or successor Declarant.

4.9 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the general, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community. No Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

4.10 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

4.11 Estoppel Letter. The Association shall, within five (5) days after receiving a written request therefor and for a reasonable charge, as established by the Board, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

Article 5

Maintenance: Common Property

5.1 Owner's Responsibility. All maintenance of a Lot and all structures, landscaping, and other improvements located thereon, including, without limitation, Recreational Vehicles and Park Model Trailers, as the case may be, shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: prompt removal of all litter, trash, refuse, and waste; keeping improvements, and exterior lighting in good repair and working order; landscaping; lawn mowing on a regular basis to the extent the same is not performed pursuant to the Easement Agreement; keeping drives in

good repair; complying with all governmental health and police requirements; maintenance of grading and storm water drainage as originally established on the Lot; and repair of exterior damages to improvements. In addition, decks and storage buildings located on Lots, if allowed to remain on a seasonal basis and if approved in accordance with Article 6 hereof and in compliance with Section 7.28 hereof, must be cleaned on a yearly basis to remove any mildew or dirt. The exteriors of any vehicle located on a Recreational Vehicle or Trailer Lot and Park Model Trailers shall be kept in a clean, well-maintained condition at all times.

In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement to the Lot at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten-day period, to commence such work which shall be completed within a reasonable period of time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment.

To the extent the same is not maintained pursuant to the Easement Agreement, the Association may, but shall not be obligated to, maintain any central mailbox area serving the Community. Notwithstanding anything to the contrary contained herein, the Association shall have the right, but not the obligation, to maintain property not owned by the Association, whether within or without the Community and to enter into easements and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners.

5.2 Conveyance of Common Property by Declarant to Association; No Implied Rights.
The Declarant may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be owned, used and maintained by the Association for the benefit of its members. So long as Declarant owns any property primarily for development and/or sale in the Community or Declarant has the right unilaterally to annex additional property to the Declaration, Declarant may, upon written notice to the Association, require the Association to re-convey to Declarant all or any portion of the Common Property, improved or unimproved, at no charge to Declarant, without a vote of the Owners, if all or any portion of the Common Property is: (i) found by Declarant to have been conveyed in error, (ii) needed by Declarant to make adjustments in property boundary lines, or (iii) reasonably determined by Declarant to be needed by Declarant due to changes in the overall scheme of development for the Community.

The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to accept on behalf of the Association any such conveyance to the Association and to execute on behalf of the Association any and all documents, including, without limitation, deeds, necessary or convenient to effectuate and document any such conveyance to the Association. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. The Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether or not any such property has been made available for the use of Owners. The Declarant may reserve, by lease, license, easement or otherwise such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Community.

5.3 Partition. The Common Property shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not limited to, the Lots located within the Community.

5.4 Condemnation. In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Property, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the Total Association Vote and the consent of Declarant. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Property shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

5.6 Liability. Owners, Occupants and their guests shall use the common areas maintained by the Association and all other Common Property and all portions of the Community not contained within a Lot at their own risk, including, without limitation, the River Vista Amenities, as the same may be more particularly described in the Easement Agreement, and shall assume sole responsibility for their personal belongings used or stored thereon. Each Owner and Occupant shall have an affirmative duty and responsibility to inspect the Common Property and the River Vista Amenities for any defects, perils or other unsafe conditions relating to the use and enjoyment thereof. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person occurring, nor for loss or damage to personal belongings used or stored on the Common Property or any other portion of the Community.

The Declarant and/or Association shall not be liable for injury or damage to any Person or property (a) caused by the elements or by an Owner or any other Person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association or from any portion of the Common

Property, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Declarant and/or the Association be liable to any Owner or Occupant for loss or damage, by theft or otherwise, of any property of such Owner or Occupant.

Article 6 Architectural Standards

6.1 General. No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavating, grading, digging, filling, constructing impervious surfaces, skirting, decks, patios, building, exterior alteration of existing improvements, change in the exterior color of any existing improvement and planting and removal of landscaping materials), shall be commenced or placed upon any part of the Community unless: (i) installed by the Declarant or an affiliate of the Declarant; (ii) approved in accordance with this Article; or (iii) otherwise expressly permitted under this Declaration. Any Owner may remodel, paint or redecorate the interior of a structure located on a Lot without approval hereunder. However, modifications to the interior of porches, patios and similar portions of a structure visible from outside the Lot shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to the activities of the Declarant, affiliates of the Declarant, nor to improvements to the Common Property by or on behalf of the Association. This Article may not be amended without the written consent of the Declarant until the Declarant no longer has the right to unilaterally annex additional property to the Community.

6.2 Guidelines and Procedures. Except as provided above, no exterior construction, addition or alteration shall be made unless and until plans and specifications shall have been submitted in writing to and approved by the Declarant. Such plans and specifications shall be of sufficient detail to allow the Declarant to make its review and to the extent required by the Declarant shall show the nature, kind, shape, height, materials and location of the proposed improvement. The Declarant shall have sole and full authority to prepare, adopt and to amend, from time to time at its sole discretion and without notice, architectural guidelines, which may provide for a review fee. The Declarant shall make the architectural guidelines, if any, available to Owners who seek to engage in construction upon all or any portion of the Community and such Owners shall conduct their operations strictly in accordance therewith. If the Declarant fails to approve or to disapprove submitted plans and specifications within thirty (30) days after receipt of all required plans and specifications, such approval shall be deemed to have been given. If construction does not commence on a project for which plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the Declarant for reconsideration.

As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any improvement, change, modification, addition or alteration. In the discretion of the Declarant, an Owner may be required to verify such condition

of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Declarant shall be the sole arbiter of such plans and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. The Declarant and its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in the Community to determine whether or not these restrictive covenants have been or are being complied with. Such Persons shall not be deemed guilty of trespass by reason of such entry.

6.3 Limitation of Liability. Plans and specifications are not approved for engineering or structural design or quality of materials and by approving such plans and specifications the Declarant assumes no liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, nor the officers, directors, members, employees and agents of any of them shall be liable in damages to anyone submitting plans and specifications for approval or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against Declarant, the Association or the officers, directors, members, employees and agents of any of them to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

6.4 No Waiver. The approval of the Declarant of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval or consent of the Declarant, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.

6.5 Variances. Notwithstanding anything to the contrary contained herein, the Declarant shall be authorized to grant individual variances from any of the provisions of this Declaration and the architectural guidelines, if any, if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, double front setbacks, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations. No variance shall (a) be effective unless in writing, (b) be inconsistent with the overall scheme of development for the Community, or (c) estop the Declarant from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6.6 Enforcement. Any structure, improvement or landscaping improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant, Owners shall, at their own cost and expense, remove such nonconforming

structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Declarant and its agents shall have the right to enter the property, remove the nonconforming structure or improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, reasonable attorney's fees actually incurred, may be assessed against the Lot as a specific assessment. In such event, neither the Declarant, the Association nor the officers, directors, members, employees and agents of any of them shall be held liable to any Person for exercising the rights granted by this paragraph, including, without limitation, claims for damages resulting from the removal of a nonconforming structure or improvement in accordance with the terms of this Section. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the architectural guidelines, if any, may be excluded by the Declarant from the Community, subject to any applicable notice and hearing procedures contained in the Bylaws. In addition to any other remedies available to the Declarant, in the event of noncompliance with this Article, the Declarant may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, the Declarant shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article, including, without limitation, the right to levy and collect fines as provided herein and in Section 3.21 of the Bylaws.

6.7 Architectural Review by Declarant. Until: (a) the Declarant no longer has the right to unilaterally annex additional property to the Community; and (b) each Lot has been conveyed to an Owner other than Declarant, an affiliate of Declarant or a successor to Declarant, the Declarant shall have the sole right, power and authority under this Article. There shall be no surrender of this right except in a written instrument in recordable form executed by Declarant and recorded in the land records of the Office of the Clerk of Superior Court of Rabun County, Georgia

The Declarant may in its sole discretion relinquish architectural control as to certain types of improvements or modifications to the Board of Directors while retaining control over all other building and construction in the Community. For example and without limitation, the Declarant may relinquish control over modifications of existing structures to the Board of Directors while retaining all authority to review and approve the addition of new structures on Lots. Any right, power or authority of the Declarant which may be relinquished to the Association prior to the termination of the rights of Declarant hereunder shall be by written instrument only and no such right, power or authority shall be relinquished by implication or otherwise. The establishment of an advisory Architectural Review Committee shall not be deemed to be a relinquishment by Declarant of any of its right, power and authority hereunder.

After the termination of all rights of Declarant hereunder, the Board of Directors shall have all right, power and authority to review and approve building and construction activity within the Community hereunder and this Article shall then be read and interpreted as if any reference to the authority of or action by the Declarant in this Article 6 were a reference to the authority of or action by the Board of Directors.

Article 7
Use Restrictions and Rules

7.1 Rules and Regulations. The Board of Directors may, from time to time, with the consent of Declarant and without a vote of the members, promulgate, modify or delete reasonable rules and regulations applicable to the Community, including, without limitation, the obligation of a Lot Owner to remove a vehicle from a Recreational Vehicle or Trailer Lot for a certain period of time or the obligation to vacate a Slick Rock RV/Cabin Lot for a certain period of time. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the consent of Declarant.

7.2 Residential Use. Each Lot shall be used for residential purposes as a Recreational Vehicle Lot or Slick Rock RV/Cabin Lot exclusively. No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant residing at the Lot may conduct business activities so long as they: (a) do not otherwise violate the provisions of the Declaration, Bylaws or rules and regulations of the Association; (b) are not apparent or detectable by sight, sound or smell from the exterior of the Lot; (c) do not unduly increase traffic flow or parking congestion; (d) conform to all zoning requirements for the Community; (e) do not increase the insurance premium paid by or on behalf of the Association or otherwise negatively affect the ability of the Association or Declarant to obtain insurance coverage; (f) are consistent with the residential character of the Community; (g) do not constitute a nuisance or a hazardous or offensive use; and (h) do not threaten the security or safety of other residents of the Community, all as may be determined in each case in the sole discretion of the Board of Directors.

The Board may issue rules regarding permitted business activities. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) the activity is engaged in full or part-time; (y) the activity is intended to or does generate a profit; or (z) a license is required for the activity. No Lot may be used as a permanent residence. Every Owner shall comply with all applicable laws, rules and regulations regarding occupancy of his or her Lot. For purposes herein, the leasing of a Lot shall not be considered a business or trade activity.

7.3 Recreational Vehicle or Trailer Lots. No mobile homes, tents, homemade vehicles, or converted buses, or older small house trailers manufactured without an independent water supply, holding tanks and 12-volt electrical systems are allowed on Recreational Vehicle or Trailer Lots. All vehicles on Recreational Vehicle or Trailer Lots must be set up in a manner capable of being moved in a reasonable amount of time with axles, wheels and tires left affixed. All vehicles located on Recreational Vehicle or Trailer Lots shall have a current license tag and must be in good repair and in operable condition. No skirting shall be allowed, except that fifth wheel trailers may apply a fifth wheel skirt to the goose neck area.

No roof covering or structure of a temporary or permanent nature designed and intended to cover, protect or shield a vehicle shall be constructed, installed, erected or allowed to remain on any Recreational Vehicle or Trailer Lot. However, nothing contained in this Section shall be construed as preventing Declarant and those engaged in development, construction, marketing, property management or sales in the Community from constructing any roof covering or structure for any of the foregoing purposes.

7.4 Signs. No sign of any kind shall be erected within the Community without the prior written consent under Article 6 hereof. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs. Security signs not larger than 8 ½ inches by 11 inches consistent with the Community-Wide Standard and any signs required by legal proceedings may be erected upon any Lot. For sale signs shall not be permitted on Lots. The Association may provide a centralized bulletin board within the Community or the RV Resort where "For Sale", "For Rent" or other notices of community interest may be posted. One sign not larger than 8 ½ inches by 11 inches identifying the Owner of a Lot may be permitted in accordance with the provisions of Article 6 hereof. The Board may impose a fine of One Hundred and Fifty and No/100 Dollars (\$150.00) per day for display of any sign in violation of this provision which is not removed within twenty-four hours after written demand is delivered to the Owner at that Lot. The provisions of this Section shall not apply to any Mortgagee in possession due to foreclosure of a first Mortgage or as grantee pursuant to any deed in lieu of such foreclosure.

7.5 Passenger Vehicles: Parking. Passenger Vehicles shall be parked only in appropriate parking spaces serving the Lot or other designated parking areas established by the Board, if any. Lot Owners shall be permitted to park two (2) Passenger Vehicles on a Lot. No on-street parking, other than in connection with special events as approved by the Board of Directors, shall be permitted within the Community. All parking shall be subject to such rules and regulations as the Board may adopt. The term "Passenger Vehicle(s)," as used herein, shall include, without limitation, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts, trucks, buses, vans and automobiles. The term "parking areas" shall refer to the number of spaces located in the driveway of each Lot. No Passenger Vehicle may be left upon any portion of the Community, except in a driveway or other area designated by the Board, for a period longer than five (5) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Community by the Board of Directors (the temporary removal of said vehicle shall not be sufficient to establish compliance with this restriction).

7.6 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of a reasonable number of dogs, cats or other usual and common household pets. No pets shall be kept, bred or maintained for any commercial purpose. Dogs shall at all times when outside a Park Model Trailer or vehicle on a Recreational Vehicle or Trailer Lot be kept on a leash or otherwise under control. All pets shall be registered, licensed and inoculated if and as required by law. An Owner shall not allow any animal waste to remain on any part of the Community. No exterior pens for household pets shall be erected or maintained on any Lot unless approved in accordance with the provisions of Article 6 hereof. The Board of Directors shall have the right to adopt additional rules and

regulations governing pets in the Community and shall have the right to remove any animal which presents a threat to the health or safety of Owners of Occupants and may require abatement of any nuisance or unreasonable source of annoyance.

7.7 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Lot. No Lot shall be used for the storage of anything that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property within the Community. No plants, animals, device or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community by other Owners and Occupants. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, sirens, bells, amplifiers or other sound devices, except such devices as may be used exclusively for security purposes, screaming, shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music or television, use of any alarm, equipment or device, mechanical or otherwise which creates or produces excessively loud sounds, vibrations or any other conduct which creates any noxious or offensive odors outside a home shall be permitted, located, used, placed, installed or maintained on any Lot, or any portion thereof. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board.

7.8 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Community. Vehicles which spill or leak water, sewage, gasoline or other hazardous materials onto a Lot shall be strictly prohibited.

7.9 Antennas. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting audio or video signals shall be placed, allowed or maintained upon any portion of the Community, including any Lot, unless approved in accordance with the provisions of Article 6 hereof; provided, however, no such approval shall be necessary to install (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals. Owners shall install any permitted antennae on the rear of a structure located on a Slick Rock RV/Cabin Lot, and the rear of any Recreational Vehicle or Trailer Lot unless such installation (i) imposes unreasonable delay or prevents the use

of the antennae; (ii) unreasonably increases the cost of installation; or (iii) an acceptable quality signal cannot otherwise be obtained.

7.10 Tree Removal. No trees that are more than four inches in diameter at a point twelve (12) inches above the ground and no ornamental or flowering trees, including, but not limited to, dogwood trees, cottonwood trees, cherry trees or apple trees, regardless of diameter, shall be removed from a Lot unless approved in accordance with the provisions of Article 6 hereof. The Association and Owners shall also comply with all zoning conditions and local ordinances applicable to tree removal. In the event of a conflict between the provisions of this Section and any zoning condition or local ordinance, the more restrictive provision shall govern. This provision shall not apply to the removal of trees by the Declarant

7.11 Drainage. Catch basins, retention ponds, detention ponds, drainage easement areas and related drainage facilities are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter the drainage flows after the location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without approval in accordance with the provisions of Article 6 hereof.

7.12 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board of Directors, it would create an unsafe condition.

7.13 Garbage Cans, Woodpiles, Etc. All woodpiles, and other similar items shall be located or screened so as to be concealed from view from neighboring streets and property. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate on a Lot and must be deposited at a central location provided for such garbage collection or such other area to be established by the Board from time to time in its sole discretion. Trash, garbage, debris or other waste matter of any kind, except for wood and cardboard, may not be burned within the Community.

7.14 Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval in accordance with the provisions of Article 6 hereof. Declarant, however, hereby expressly reserves the right to subdivide and/or revise and re-record the subdivision plat of any Lot(s) with the consent of the Owner of the affected Lot(s) and to approve the revision and re-recording of any plat of any Lot(s) owned by any builder or developer, including, but not limited to, changing any Lot to Common Property or creating a public or private street over any Lot or property that was formerly a Lot, without the consent of any Person, other than the Owner(s) of such Lot(s).

7.15 Guns. The use of firearms in the Community is prohibited. The term "firearms" includes, without limitation, B-B guns, paintball guns, pellet guns and firearms of all types.

7.16 Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any Lot in the Community; provided, however, the Declarant and

the Association may erect any type of fence on the Common Property or elsewhere within the Community as they may deem appropriate or as necessary to satisfy the requirements of any law, regulation or governmental entity or for the health and safety of Owners and Occupants.

7.17 Utility Lines. Except as may be permitted under and pursuant to Article 6 hereof, no overhead utility lines, including lines for cable television, shall be installed within the Community, except as may be required by or at the request of the Declarant.

7.18 Air-Conditioning Units. No window air conditioning units may be installed.

7.19 Lighting. Exterior lighting on any Lot visible from the street shall not be permitted, except for: (a) approved lighting as originally installed on a Lot; (b) one decorative post light approved under and pursuant to Article 6 hereof; (c) street lights in conformity with an established street lighting program for the Community; (d) seasonal decorative lights; (e) front house illumination of model homes; or (f) other lighting approved under and pursuant to Article 6 hereof.

7.20 Artificial Vegetation, Gardens, Play Equipment, Exterior Sculpture, Water Features, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. No hammock, statuary, play equipment (including, without limitation, basketball goals), exterior sculpture, fountains, or water features may be erected on any Lot, without prior written approval in accordance with the provisions of Article 6 hereof and/or compliance with written guidelines established under Article 6 hereof, as applicable.

7.21 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure and approved pursuant to Article 6 hereof.

7.22 Mailboxes. Mail will be delivered to a central location in the Community. Individual mailboxes at each Lot are prohibited.

7.23 Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

7.24 Entry Features. Owners shall not alter, remove or add improvements to any entry feature constructed or erected by the Declarant or the Association on any Lot, or any part of any easement area associated therewith without prior approval in accordance with the provisions of Article 6 hereof.

7.25 Pedestrian Paths. Except as herein provided, any pedestrian paths within the Community shall be used as foot paths only. Bicycles, roller blades, skate boards, go-carts, minibikes, scooters or motorcycles, with or without electric motors, or similar wheeled means of transportation or recreation shall not be permitted on the paths in the Community. Notwithstanding anything to the contrary herein, this provision shall not prohibit the use of a path by any person with a disability by the use of a wheelchair or other necessary transportation device, nor shall it prohibit the use of a path by emergency and safety personnel and such

emergency and safety vehicles. The Board of Directors may adopt such rules as may be deemed appropriate concerning the use of the paths. This provision shall not apply to any concrete sidewalks located along the public streets within the Community, if any.

7.26 Traffic Regulations. All vehicular traffic on the private streets and roads in the Community, if any, shall be subject to the provisions of the state and local laws concerning the operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits and including modifications of those in force on public streets, within the Community. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying and collecting fines for the violation thereof. In the event of a conflict between such provisions of state and local laws and such rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Georgia may operate any type of motor vehicle within the Community. All vehicles of any kind and nature which are operated on the streets in the Community shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all Owners and Occupants.

7.27 Grilling and Fires. The use of outdoor grills on a Lot is permitted; provided, however, Owners shall keep the grill covered when not in use and, if using a charcoal grill, shall properly dispose of any ashes. In no event may the ashes be dumped on the Lot or any portion of the Community. Chimineas, outdoor kitchen structures or other similar above ground, self contained fire enclosures are permitted on Lots subject to the provisions of Article 6 hereof.

7.28 Abandoned Personal Property. Personal property, other than Passenger Vehicles as provided for in Section 7.4 hereof, shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Property, without the prior written approval of the Board of the Directors. No movable personal property shall be permitted to remain on a Lot when the Lot is not in use unless approved in accordance with Article 6 hereof, except for the following: (a) tables, chairs and benches; (b) a cloth or non-rusting metal awning, which is attached to a vehicle on a Recreational Vehicle or Trailer Lot while in use; provided, however, that no sides may be attached to the awnings; (c) collapsible screen rooms manufactured specially to attach the awnings, which must be collapsed and stored when the awning is in the up position or the vehicle on a Recreation Vehicle or Trailer Lot is stored; (d) grills as provided in Section 7.27 herein; and (e) except as otherwise set forth in the Declaration, decks and storage sheds permitted in accordance with Article 6 hereof. All personal items shall be kept inside the Park Model Trailer or vehicle on a Recreational Vehicle or Trailer Lot (or in a storage building if approved by the Board of Directors in accordance with the provisions of Article 6 hereof).

If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or front door of the Owner's Lot, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the person or entity

which will remove the property and the name and telephone number of the person to contact regarding the alleged violation. The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed. Neither the Association nor any agent or officer thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise authority to remove property hereunder.

7.29 Outbuildings and Similar Structures. Except as may otherwise be permitted herein, no structure of a temporary nature shall be erected or allowed to remain on any Lot, and no shack, tent, garage, barn, storage shed, gazebo or other structure may be erected, either temporarily or permanently, without written approval in accordance with provisions of Article 6 hereof or pursuant to the architectural guidelines, if any. Notwithstanding anything to the contrary herein, no structure erected on a Lot for outdoor patio or kitchen privacy walls and approved pursuant to Article 6 hereof shall exceed forty (40) inches in height. One Storage structure of 9 feet by 6 feet by 8 feet in height shall be permitted on a Lot so long as the same is approved pursuant to Article 6 hereof.

However, this Section shall not be construed to prevent Declarant and those engaged in development, construction, marketing, property management or sales in the Community from using sheds, trailers or other temporary structures for any of the foregoing purposes. In addition, nothing in this Declaration shall be construed to prevent Declarant from developing, constructing, marketing, or maintaining model or speculative Park Model Trailers within the Community.

7.30 Impervious Surfaces. Each Lot shall contain green space, grass or landscaped areas. No more than seventy-five percent (75%) of any Lot shall be covered in buildings, gravel, and/or impervious surfaces.

7.32 Building Set Back Lines. There is hereby established a ten (10) foot front Lot setback line, three (3) foot rear Lot setback line and three (3) foot side Lot line building setback. No vehicle on a Recreational Vehicle or Trailer Lot may be permanently set up in these setback areas nor may any Park Model Trailers or additions, decks or storage sheds or other outbuildings or similar structures be installed in these setback areas. Provided, however, a Recreational Vehicle temporarily placed on a Lot may encroach on the building set back lines. No driveway or recreational vehicle pad, paved, concrete, gravel or otherwise, shall encroach on the side or rear setback lines of any Lot.

7.33 Propane Tanks. No Lot shall contain tanks holding in the aggregate more than forty (40) pounds of propane. All propane tanks shall be kept in good condition and in compliance with all applicable codes and regulations.

7.34 Driveway & Aprons. The driveway apron from the front of the property line of the Lot to the edge of the road shall not encroach past the extension of the property line onto the adjacent Lot's right-of-way.

7.35 Declarant's Lots. Declarant's Lots may be used for the operation of the sales office, resales, rentals, construction management, housing of any staff used to operate the RV Resort,

recreational and/or sales and marketing activities for the Community and for such other purposes determined by Declarant to be in the best interest of the Community.

Declarant's Lots shall not be obligated to pay assessments as provided in Article 4 hereof provided, however, at such time that Declarant sells all or any of Declarant's Lots to an Owner other than an affiliate of Declarant or a successor Declarant, such Lot Owner(s) shall be obligated to pay assessments as provided in Article 4 hereof. Declarant's Lots shall not be subject to the requirements set forth in Article 5 hereof; provided, however, Declarant's Lots shall be maintained in a neat and attractive condition consistent with the Community-Wide Standard. In addition, Declarant's Lots shall not be subject to the architectural review requirements set forth in Article 6 hereof and shall be exempt from Sections 7.2 and 7.28 of the Declaration.

7.36 Leasing. Recreational Vehicle or Trailer Lots and Slick Rock RV/Cabin Lots may be leased for residential purposes. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions and rules and regulations of the Association. Any Occupant shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance

(a) Compliance. Every Owner agrees to cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the Declaration and Bylaws. If the fine is not paid by the lessee within the time period established by the Board, the Owners shall pay the fine upon notice from the Association of the lessee's failure to pay such fine. Unpaid fines shall constitute a lien against the Lot.

(b) Obligation to Pay Assessments. When a Lot Owner who is leasing his or her Lot fails to pay any general, special or specific assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid general, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(c) Voluntary Leasing Program by Declarant. No limitations or restrictions are placed on an Owner's right to lease his or her Lot. However, Declarant or any successor to or affiliate of Declarant shall have the nonexclusive right to lease an Owner's Lot upon certain terms and conditions as may be agreed upon by Declarant and such Lot Owner in a separate agreement executed by both Declarant and said Lot Owner, which agreement shall set forth the duration thereof, the profit and cost sharing derived from such leasing and any other terms that the parties may mutually agree upon related to the same. Notwithstanding anything to the contrary herein, Declarant shall have the exclusive right to operate a rental program in the Community and no Lot Owner shall operate any type of rental program, which for purposes herein shall be defined as the leasing of a Lot other than the Owner's Lot.

7.37 Right of First Refusal.

(a) Pursuant to Section 7.37 hereof, an Owner may not sell a Lot to any third party who comes to such Owner with a bonafide offer without giving Declarant the right of first refusal to repurchase the Lot upon the terms and conditions set forth in subsection (b) below.

(b) If a Lot Owner or any authorized successor-in-title to said Lot Owner desires to convey a Lot, the party proposing to sell shall deliver to Declarant written notice of such intent, with a copy of the bonafide offer, and Declarant shall have fifteen (15) days after receipt of such notice to elect whether to exercise its right to purchase the Lot. If Declarant elects to exercise its right to repurchase by providing written notice to the Lot Owner regarding the same, the closing of such transaction shall occur within thirty (30) days after the date Declarant provides such notice to the Lot Owner for the same purchase price and upon the same conditions offered by the third party purchaser. In the event that Declarant elects not to exercise its right to purchase the Lot within the fifteen (15) day period set forth above, Declarant's right to repurchase the Lot from that particular Owner shall automatically expire and the Owner may enter into a binding agreement with the third party purchaser for the sale of the Lot; provided, however, Declarant shall be entitled to a right of first refusal with respect to future sales of such Lot from subsequent Lot Owners.

Article 8

Insurance by Owners

8.1 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots or any structure, Recreational Vehicle or Park Model Trailer located thereon and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

8.2 Damage and Destruction. Any damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable period of time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction and thereafter shall maintain said Lot in a manner consistent with the Community-Wide Standard and this Declaration.

Article 9
Easements

9.1 General. Each Lot shall be subject to those easements, if any, shown or set forth on the recorded subdivision plat(s) for the Community, as amended from time to time, as well as the easements contained in the Easement Agreement and the easements now or hereafter established by the Declarant in this Declaration or by any other documents recorded in the Office of the Clerk of Superior Court of Rabun County, Georgia.

9.2 Easements for Use and Enjoyment. Every Owner shall have a right and easement of ingress and egress, use and enjoyment by the Owner and the Occupants of the Owner's Lot in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

- (a) the right of the Association or the Declarant to charge reasonable admission and other fees for the use of the Community recreational areas or River Vista Amenities, to limit the number of Persons who may use the Community recreational areas and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by authorized users and their guests and invitees;
- (b) the right of the Association to suspend the right of an Owner to use River Vista Amenities or other Common Property for any period during which any past due assessment against any Lot of the Owner remains unpaid;
- (c) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for constructing, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote of the Owners of at least two-thirds of the Lots (other than Declarant) and the consent of Declarant, to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community (regardless of any contrary provision in this Declaration or in any such Mortgage given by the Association, the exercise of any rights by the holder of such Mortgage in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the

benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community);

(d) the right of the Association, acting through the Board of Directors and without a vote of the members, to dedicate or grant licenses, permits, easements and rights-of-way over, under and through the Common Property;

(e) the right of the Association to dedicate or transfer all or any portion of the Common Property upon the approval of the Owners of at least two-thirds of the Lots (other than Declarant) and the Declarant;

(f) all other rights of the Association, the Declarant, Owners and Occupants set forth in this Declaration, the Easement Agreement or in any deed conveying Common Property to the Association; and

(g) all encumbrances and other matters shown by the public records affecting title to the Common Property, including, without limitation the Easement Agreement.

9.3 Easement for Emergency Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, Bylaws, and rules and regulations, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Association, but shall not authorize entry into any single family dwelling without permission of the Owner.

9.4 Easement for Maintenance. Declarant hereby grants to the Association a perpetual easement across all Lots as may be reasonably necessary for the maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Lots, reasonable steps shall be taken to protect such property and damage shall be repaired by the Association or its contractors at their sole expense.

Article 10

Sanitary Sewer and Water Systems

10.1 Sewer System. The Declarant has constructed a force main to connect the sewer system serving the RV Resort with the sewer system owned and operated by the City of Dillard, Georgia. The Declarant shall retain ownership of the pumping station and all sewer lines upstream of the pumping station including the lines servicing each Lot. Sewer service for each Lot shall be provided by the City of Dillard. Until such time as the same is turned over to a governmental entity, the Declarant shall operate and maintain the pumping station and all sewer

lines upstream of the pumping station pursuant to the Easement Agreement. All sewer connections at each Recreational Vehicle or Trailer Lot to the sewer system shall be through a donut R.V.I.A. approved sewer connection and in compliance with all applicable codes, rules and regulations.

10.2 Water System: Operating Costs: Water Fees. The Community is served by a private water system constructed and owned by Declarant which system serves the RV Resort. The Declarant shall operate and maintain the water system pursuant to the Easement Agreement.

10.3 Dedication to Public. Upon public water service becoming available to the Community, the Declarant shall convey and dedicate all or any portion of the water system to any appropriate public body on such terms and conditions as may be acceptable to the Declarant. In addition, Declarant shall have the right to convey the sanitary sewer services provided to the RV Resort to the City of Dillard. After the date of any such conveyances, the Declarant shall have no further obligation to provide water and/or sanitary sewer services to any Lot in the Community. The consent of any Lot Owner to such conveyance or the assignment of creation of any water or sanitary sewer easement upon, across, above or under the Lot of the Owner to any appropriate public body shall not be required. At such time, each Owner shall be responsible for paying his or her water and/or sanitary sewer bill directly with the appropriate public body

Article 11 River Vista Amenities

11.1 General. Rights to use the River Vista Amenities will be granted to Lot Owners on such terms and conditions, as may be set forth in the Easement Agreement.

11.2 Conveyance of River Vista Amenities. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant, the Association, or by any person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of the River Vista Amenities, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the River Vista Amenities. Further, the ownership or operation of the River Vista Amenities may change at any time by virtue of, but without limitation, (a) the sale to or assumption of operations of the River Vista Amenities by a Person other than the current owner or operator; or (b) the conveyance of all or any portion of the River Vista Amenities to one or more affiliates, shareholders, employees, or independent contractors of the Declarant. The consent of the Association or any Owner shall not be required to effectuate any change in ownership or operation of all or any portion of the River Vista Amenities, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

11.3 Easement for River Vista Amenities.

(a) There is hereby established for the benefit of the River Vista Amenities and any guests, invitees, employees, agents, contractors, designees, successors and assigns of the owner of such River Vista Amenities, such easements as may be required for the operation of said River

Vista Amenities, including without limitation, the installation, maintenance, repair, replacement, use and enjoyment of facilities and improvements thereof and for other purposes as may be described herein.

(b) The owner of all or any portion of the River Vista Amenities within or adjacent to any portion of the Community, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Property reasonably necessary to the operation, maintenance, repair and replacement of the River Vista Amenities.

(c) There is hereby established for the benefit of the River Vista Amenities, the Association and Lot Owners in the RV Resort, and any guests, invitees, employees, agents, contractors, and designees thereof, a right and nonexclusive easement of access and use over all roadways located within the Community reasonably necessary to travel between the entrance to the Community and the River Vista Amenities and over those portions of the Community reasonably necessary to the operation, maintenance, repair, and replacement of the River Vista Amenities.

11.4 Easement Agreement. The Easement Agreement shall set forth the rights and obligations between the Association and the owner of the River Vista Amenities regarding the use, repair and maintenance thereof.

11.5 Use Restrictions. Upon request of the owner of all or any portion of the River Vista Amenities, the Association shall enforce its use restrictions and rules against any Owner or occupant violating such regulations regarding the River Vista Amenities, including but not limited to the exercise of the Association's self-help rights for violation of sign and pet restrictions.

11.6 Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the River Vista Amenities, no amendment to this Article, and no amendment in derogation of any other provisions of this Declaration benefiting all or any portion of the River Vista Amenities, may be made without the written approval of the owner(s) of the River Vista Amenities. The foregoing shall not apply, however, to amendments made by the Declarant.

11.7 Jurisdiction and Cooperation. It is Declarant's intention that the Association and the River Vista Amenities shall cooperate to the maximum extent possible in the operation of the Properties and the River Vista Amenities. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and architectural guidelines, as applicable. The Association shall have no power to promulgate use restrictions or rules affecting activities on or use of the River Vista Amenities without the prior written consent of the owner(s) of the River Vista Amenities affected thereby.

Article 12
General Provisions

12.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations and use restrictions, the architectural guidelines, if any, and the Easement Agreement as the same may be amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in this Declaration, the recorded subdivision plats for the Community and in the deed to such Owner's Lot, if any. The Declarant and the Board of Directors may impose fines or other sanctions for violations of the foregoing, which shall be collected as provided herein for the collection of assessments; provided, however, only one fine may be imposed for a single violation such that an Owner or Occupant may not be fined by the Declarant and the Board of Directors for the same violation; provided further Declarant or the Board of Directors, as the case may be, may count each day a violation continues after notice thereof as a separate violation. In the event that fines or sanctions are imposed by Declarant hereunder, Declarant shall have any and all rights to collect such fines (which shall be payable to the Association) and any related charges, including, without limitation reasonable attorneys' fees actually incurred and costs of collection in the same manner provided herein for the collection of assessments by the Association acting through the Board.

Failure to comply with this Declaration, the Bylaws, the rules and regulations or the architectural guidelines, if any, shall be grounds for an action to recover sums due for damages or injunctive relief or both, including, without limitation, reasonable attorneys' fees actually incurred, maintainable by the Association and the Declarant. Failure by the Declarant or the Association to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions or architectural guidelines, if any, and to assess the cost of recording and removing such notice against the Lot of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

12.2 Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations, use restrictions and architectural guidelines, if any, which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants and the guests and invitees of Owners and Occupants. The Owner shall be responsible for insuring that the Occupants, the guests, invitees and licensees of the Owner and Occupant strictly comply with all provisions of the Declaration, Bylaws, rules and regulations, use restrictions and architectural guidelines, if any.

12.3 Self-Help. In addition to any other remedies provided for herein, the Association, the Declarant or their respective duly authorized agents shall have the power to enter upon any Lot or any other portion of the Community to abate or remove any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, the use restrictions or the architectural guidelines. Unless an emergency situation exists, the violating Owner shall be given ten days' written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice required by law. All costs of self-help, including,

without limitation, reasonable attorneys' fees actually incurred, shall be assessed against the violating Owner as a specific assessment.

12.4 Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the Community, and shall inure to the benefit of the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law and shall be enforceable by the Association and the Declarant their respective legal representatives, heirs, successors, and assigns; provided, however, if and to the extent that, Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be (a) automatically extended for successive periods of twenty (20) years (or the maximum period allowed by applicable law, if less), unless a written instrument signed by the then Owners of at least two-thirds (2/3) of the Lots has been recorded within the year immediately preceding the beginning of a twenty (20) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended, renewed, modified or terminated as otherwise provided herein or by applicable law.

12.5 Termination of Rights of Declarant. The rights of Declarant to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws shall cease and be of no further force and effect upon the earlier of: (a) the date that the Declarant no longer owns any property in the Community and no longer has the right to unilaterally annex additional property to the Community as provided herein; or (b) the date of recording by Declarant in the real estate records of the county where the Community is located of a written instrument terminating all of Declarant's rights hereunder.

12.6 Amendment.

(a) By Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing. Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder nor shall it adversely affect title to any Lot without the consent of the affected Owner.

(b) By the Association. The Board of Directors, with the written consent of the Declarant, and without a vote of the members may amend this Declaration for the sole purpose of electing to be governed by and thereafter complying with the provisions of the Georgia Property Owner's Association Act, O.C.G.A. § 44-3-220, *et seq.*

In addition, this Declaration may be amended upon the affirmative vote, written consent or any combination of affirmative vote or written consent of Owners holding at least two-thirds (2/3) of the Total Association Vote and the consent of Declarant. Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein. The consent of the Declarant to any amendment shall be evidenced by the execution of said amendment by Declarant. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Georgia law were given. The amendments authorized by this Section may be of uniform or non-uniform application and Owners shall be deemed to have agreed that the Declaration may be amended as provided herein and that any rule of law requiring unanimous approval of amendments having a non-uniform application shall not apply.

12.7 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine or feminine pronoun shall include the neuter, masculine and feminine.

12.8 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

12.9 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

12.10 No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Declarant, by reason of the fact that Declarant may own or hold the estate or interest both encumbered and benefited by such covenants, conditions, restrictions or easements and no such merger shall occur unless and until Declarant, while owning all of the estate or interests shall execute a written statement or instrument affecting such merger and shall duly record the same.

12.11 Notices. Notices provided for in this Declaration or the Articles or Bylaws shall be in writing, and shall be addressed to any Owner at the address of the Lot and to the Declarant

of Declarant thereunder; and the Association shall hold Declarant harmless from and against any liability arising under such assignment from and after the effective date of such assignment.

12.15 Variiances. Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Community.

12.16 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote and the consent of the Declarant. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to *ad valorem* taxation, (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association against any contractor, vendor or supplier of goods or services arising out of a contract for goods or services to which the Association is a party. This Section shall not be amended unless such amendment is made unilaterally by the Declarant as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.

12.17 Security. ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT THE DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

12.18 No Discrimination. No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

IN WITNESS WHEREOF, the Declarant herein hereby executes this instrument under seal, this 22 day of FEBRUARY, 2010.

DECLARANT:

OAKDALE WYLIE CORPORATION, a
Florida corporation

By:
Name:



Clark H. Scherer, III
President

[AFFIX CORPORATE SEAL]

Signed, sealed, and delivered
in the presence of:

Lori Briggs
WITNESS

Albert Q. English
NOTARY PUBLIC

My Commission Expires: 3-23-12

[AFFIX NOTARY SEAL]

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EXHIBIT "A"
Property Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND
LOTS 173 AND 192 OF THE 2nd LAND DISTRICT, RABUN COUNTY, GEORGIA
and being described as follows:

Commencing at the Centerline Intersection of Georgia Hwy. 246 and
Kelley Creek Road
thence South 72°28'58" East, a distance of 248.02 feet;
thence North 01°31'00" West, a distance of 109.95 feet;
thence North 68°04'16" East, a distance of 211.60 feet to the Point of
Beginning;

thence North 68°04'16" East, a distance of 674.48 feet;
thence North 68°04'16" East, a distance of 211.82 feet;
thence South 46°09'46" East, a distance of 30.27 feet;
thence South 20°36'53" East, a distance of 20.77 feet;
thence South 20°20'47" East, a distance of 52.23 feet;
thence South 27°56'30" East, a distance of 45.52 feet;
thence South 25°18'23" East, a distance of 133.20 feet;
thence South 09°41'45" East, a distance of 63.31 feet;
thence South 03°25'06" West, a distance of 34.78 feet;
thence South 02°25'52" East, a distance of 67.69 feet;
thence South 03°17'07" West, a distance of 48.41 feet;
thence South 72°20'52" East, a distance of 12.75 feet;
thence South 12°00'16" West, a distance of 65.30 feet;
thence South 02°39'15" East, a distance of 183.71 feet;
thence South 08°42'15" East, a distance of 96.54 feet;
thence South 13°59'50" East, a distance of 38.97 feet;
thence South 14°52'25" East, a distance of 46.83 feet;
thence South 09°55'26" East, a distance of 67.68 feet;
thence South 13°44'21" East, a distance of 22.96 feet;
thence South 07°34'14" East, a distance of 99.26 feet;
thence South 17°48'47" East, a distance of 47.20 feet;
thence South 22°04'13" East, a distance of 80.21 feet;
thence South 56°15'43" West, a distance of 31.00 feet;
thence South 35°52'22" West, a distance of 43.42 feet;
thence South 52°19'51" West, a distance of 88.93 feet;
thence South 45°53'41" West, a distance of 69.38 feet;
thence South 51°29'02" West, a distance of 32.77 feet;
thence South 43°03'42" West, a distance of 50.91 feet;
thence South 44°41'32" West, a distance of 80.08 feet;
thence North 20°29'27" West, a distance of 68.31 feet;
thence South 69°30'33" West, a distance of 10.00 feet;
thence North 37°08'47" West, a distance of 158.35 feet;

thence North 35°45'13" West, a distance of 13.50 feet;
thence North 35°38'18" West, a distance of 16.55 feet;
thence North 70°12'37" East, a distance of 92.46 feet;
thence North 59°57'04" East, a distance of 27.16 feet;
thence North 59°57'04" East, a distance of 36.94 feet;
thence North 31°58'33" West, a distance of 6.00 feet;
thence North 31°58'33" West, a distance of 128.44 feet;
thence North 01°34'22" West, a distance of 32.62 feet;
thence North 85°41'08" West, a distance of 53.34 feet;
thence North 06°22'30" West, a distance of 33.83 feet;
thence North 74°17'48" West, a distance of 22.82 feet;
thence North 10°27'16" East, a distance of 313.77 feet;
thence North 65°15'28" West, a distance of 188.35 feet;
thence South 85°00'39" West, a distance of 138.87 feet;
thence North 49°33'01" West, a distance of 181.49 feet;
thence North 61°43'23" West, a distance of 141.42 feet;
thence South 75°47'12" West, a distance of 40.96 feet;
thence North 64°57'05" West, a distance of 37.47 feet;
thence North 70°58'49" West, a distance of 21.01 feet;
thence North 14°16'06" West, a distance of 102.31 feet
to the Point of Beginning. Containing 14.7237 Acres,
more or less.

EXHIBIT "B"
Additional Property Which May Be Unilaterally
Submitted To This Declaration by Declarant

All that tract or parcel of land lying and being in Land Lots 173 and 192 of the 2nd District, Rabun County, Georgia.