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Decatur, Georgia 30030

**DECLARATION OF RECIPROCAL
EASEMENT AND OPERATING AGREEMENT**

THIS DECLARATION OF RECIPROCAL EASEMENT AND OPERATING AGREEMENT (hereinafter referred to as "Declaration") is made this 22 day of FEBRUARY, 2010 by **OAKDALE WYLIE CORPORATION, INC.**, a Florida corporation (hereinafter referred to as "Declarant") and **RIVER VISTA MOUNTAIN VILLAGE COMMUNITY ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as "Association").

WITNESSETH

WHEREAS, Declarant developed certain real property located in Land Lots 173 and 192 of the 2nd District, Rabun County, Georgia, as more particularly described on Exhibit "C" attached hereto and by this reference incorporated herein (said real property is hereinafter referred to as "Falls View"); and

WHEREAS, Declarant is the owner of certain real property located adjacent to Falls View in Land Lots 173 and 192 of the 2nd District, Rabun County, Georgia which is described on Exhibit "B" attached hereto and by this reference incorporated herein (hereinafter referred to as "River Vista") (Falls View and River Vista are hereinafter collectively referred to as the "RV Resort", as the same is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein); and

WHEREAS, Declarant has developed River Vista into individual recreational vehicle sites and park model trailer sites (hereinafter referred to individually as a "Lot" or collectively as "Lots") and intends to convey said Lots to individual owners ("Lot Owner"); and

WHEREAS, Declarant has subjected River Vista to that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for River Vista Mountain Village, recorded or to be recorded in the Rabun County, Georgia land records (hereinafter referred to as the "River Vista Declaration"); and

WHEREAS, Declarant has formed the River Vista Mountain Village Community Association, Inc. ("Association") as the mandatory membership owners association described in the River Vista Declaration to perform all obligations and duties of the association referred to in the River Vista Declaration; and

WHEREAS, Declarant owns the recreational facilities located in River Vista, which include, but are not limited to, a swimming pool, hot tub, indoor pool and sauna, playground, grilling areas, green space, outdoor pavilion areas, pool pavilions, a bathhouse and related facilities, horse shoe pits, basketball courts, creeks and ponds and related parking facilities serving such recreational facilities (collectively the "Recreational Amenities"), as identified on the recorded subdivision plat for River Vista, attached as Exhibit "D" hereto and by this reference incorporated herein; and

WHEREAS, Declarant owns a community clubhouse ("Clubhouse") and the Mountain Village Center which provide additional services and amenities to the Lot Owners in River Vista (the Clubhouse, Mountain Village Center and the Recreational Amenities are hereinafter collectively referred to as the "River Vista Amenities"); and

WHEREAS, Declarant desires for the Association and Lot Owners to have the benefit, use and enjoyment of the River Vista Amenities; and

WHEREAS, Declarant desires to establish certain easements to benefit and burden Lots in River Vista regarding the use and enjoyment of the River Vista Amenities; and

WHEREAS, the Declarant wishes to create certain cost sharing obligations and to provide for the continued maintenance of the improvements and the easement areas established herein upon the terms and conditions set forth herein;

NOW, THEREFORE, the Declarant hereby declares that the real property described in Exhibit "B" 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, restrictions, and easements, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to, such property and shall be binding on all persons having any right, title or interest in all or any portion of such property, 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 I Easements

1.1 Easements Appurtenant. This Declaration shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, heirs, grantees, assigns and successors in title. All of the easements, rights and privileges set forth herein shall be appurtenant to and shall run with the title to River Vista perpetually and are intended to be easements and not covenants restricting land to certain uses. Any conveyance of

all or a portion of River Vista shall also convey the rights, privileges, duties and obligations contained in this Declaration regardless of whether or not specific mention is made of this Declaration and regardless of whether or not a specific conveyance is made of, or subject to, the rights, privileges, duties and obligations set forth herein.

1.2 Easements for Utilities. There is hereby reserved to the Declarant a blanket easement upon, across, above and under all property within River Vista for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining all utilities serving the River Vista Amenities or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant might decide to have installed to serve River Vista. Declarant, or its designee, may alter drainage and water flow, install, repair, replace and maintain or authorize the installation, repairing, replacing and maintaining of such wires, conduits, cables and other equipment related to the providing of any utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant shall have the right to grant such easement.

1.3 Easement for Maintenance. Declarant hereby reserves for itself, its successors and assigns a perpetual easement across, over and upon River Vista as may be reasonably necessary to perform the maintenance, repair and/or replacement of the River Vista Amenities as provided herein. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Lots, reasonable steps shall be taken to protect such property and damage shall be repaired by the Declarant, its successors, agents or assigns or its contractors at their sole cost and expense. Notwithstanding anything to the contrary herein, Declarant shall not be responsible for any landscaping on any Lot.

1.4 Easement for Entry Features and Streetscapes. There is hereby reserved to the Declarant, its successors and assigns an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for River Vista, over and upon any portion of a Lot or property owned by the Association or the Declarant and subjected to the provisions of the River Vista Declaration (hereinafter referred to as "Common Property") containing such entry features or streetscapes as may be more fully described on the recorded subdivision plats for River Vista. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around entry features and streetscapes and the right to grade the land under and around the same.

1.5 Easement for Drainage. There is hereby reserved to the Declarant, its successors and assigns, an easement for creating and maintaining satisfactory drainage across River Vista, over and across an area three (3) feet wide along each side and rear Lot line and ten (10) feet wide along each front Lot line. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill.

1.6 Easement for Pedestrian Paths. There is hereby reserved to the Declarant, its successors, assigns, invitees and lessees an easement for ingress, egress, installation,

construction and landscaping of pedestrian paths for River Vista, over and upon any portion of River Vista containing such pedestrian paths as may be shown on one or more recorded subdivision plats for River Vista. The easement herein granted shall permit joint usage of such easement by: (a) the Lot Owners and occupants; (b) the legal representatives, successors and assigns of the Lot Owners; (c) guests of the Lot Owners and occupants; (d) invitees and licensees of the Lot Owners or occupants; and (e) lessees of the Lot Owners or occupants subject to such rules and regulations as the Declarant may establish from time to time. Declarant hereby expressly reserves for itself, its successors and assigns, all rights and privileges incident to the ownership of the fee simple estate of the pedestrian paths which are not inconsistent with the rights and privileges herein granted, including, without limitation, the right to grant additional non-exclusive easements to third parties, over, under and across the pedestrian paths. The easement hereby granted shall include, without limitation, the right to grade adjacent property for proper drainage, and related activities and improvements.

1.7 Easement for Private Streets, Sidewalks and Signs. Declarant hereby grants, conveys, declares, creates, imposes and establishes a perpetual, non-exclusive right-of-way easement for vehicular and pedestrian access, ingress and egress over and across the private streets within River Vista. The right-of-way easement herein granted shall permit joint usage of such easement by: (a) the Lot Owners and occupants; (b) the legal representatives, successors and assigns of the Lot Owners; (c) guests of the Lot Owners and occupants; (d) invitees and licensees of the Lot Owners or occupants; and (e) lessees of the Lot Owners or occupants. Declarant hereby expressly reserves for itself, its successors and assigns, all rights and privileges incident to the ownership of the fee simple estate of any right-of-way easement area which are not inconsistent with the rights and privileges herein granted, including, without limitation, the right to maintain one or more proprietary signs on the easement area and the right to grant additional non-exclusive easements to third parties, over, under and across the easement area. Declarant hereby reserves unto itself, its successors, assigns, lessees, invitees and licensees, the perpetual nonexclusive right and easement upon, over and across those private streets and roads for the installation, maintenance, and use of such streets and roads, sidewalks, traffic directional signs, grading for proper drainage of said streets and roads, and related activities and improvements.

1.8 Recreational Amenities Easement. Declarant hereby grants, conveys, declares, creates, imposes and establishes a perpetual, non-exclusive easement for the benefit of the Association and Lot Owners in River Vista for access to and use and enjoyment of the Recreational Amenities over and across all portions of River Vista as may be reasonably necessary to use and enjoy said Recreational Amenities, as more particularly described on Exhibit "E" attached hereto and by this reference incorporated herein ("Recreational Amenities Easement"); provided, however, the easement granted herein shall not be construed as granting any party an easement over any Lot in River Vista. The easement herein granted shall permit joint usage of such easement by: (a) the Lot Owners and occupants; (b) the legal representatives, successors and assigns of the Lot Owners; (c) guests of the Lot Owners and occupants; (d) invitees and licensees of the Lot Owners or occupants; and (e) lessees of the Lot Owners or occupants. Declarant hereby expressly reserves for itself, its successors and assigns, tenants, guests, and renters all rights and privileges incident to the ownership of the fee simple estate of any Recreational Amenities and the Recreational Amenities Easement area which are not

inconsistent with the rights and privileges herein granted, including, without limitation, the right to enact rules and regulations concerning the use of the Recreational Amenities, to maintain one or more proprietary signs on the Recreational Amenities Easement area and the right to grant additional non-exclusive easements or licenses to third parties, over, under and across said easement areas and the right to allow nonmembers of the Association or individuals other than Lot Owners, their invitees, lessees, licensees to use and enjoy the Recreational Amenities upon such terms and conditions as may be solely established by Declarant. Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Recreational Amenities.

The Recreational Amenities shall be maintained, operated, repaired and replaced by the Declarant as provided in Article II hereof. The costs for the maintenance, repair and replacement of the Recreational Amenities and the Recreational Amenities Easement area shall be shared on a pro rata basis as provided in Section 2.3 hereof.

1.9 Clubhouse Easement. Declarant hereby grants, conveys, declares, creates, imposes and establishes a perpetual, non-exclusive limited easement for the benefit of the Association and Lot Owners in River Vista for access to and use and enjoyment of the Clubhouse over and across all portions of River Vista as may be reasonably necessary to use and enjoy said Clubhouse, as more particularly described on Exhibit "F" attached hereto and by this reference incorporated herein ("Clubhouse Easement"); provided, however, the easement granted herein shall not be construed as granting any party an easement over any Lot in River Vista. The easement herein granted shall permit joint usage of such easement by: (a) the Lot Owners and occupants; (b) the legal representatives, successors and assigns of the Lot Owners; (c) guests of the Lot Owners and occupants; (d) invitees and licensees of the Lot Owners or occupants; and (e) lessees of the Lot Owners or occupants subject to such rules and regulations as the Declarant may establish from time to time. Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Clubhouse and adjacent parking area.

Access to portions of the Clubhouse by Lot Owners and occupants and their invitees, lessees and licensees is limited to those areas available for public use during designated times and shall not include access to those areas of the Clubhouse which are private and retained for the exclusive use of Declarant, its agents, employees or assignees or successors-in-title as may be designated by Declarant in writing from time to time. The sales and/or rental office, general store and manager's office located within the Clubhouse shall be reserved for the sole use, right and enjoyment of the Declarant or its successors, agents, or assigns for such purposes and interests deemed by the Declarant, in its sole discretion, to be in the best interest of River Vista and such rights shall not be changed, modified or terminated without the express written consent of the Declarant. Lot Owners, occupants and their invitees, lessees and invitees shall have access to and enjoyment of the laundry facility, arcade room, health center and related exercise equipment located therein and the kitchen and fireplace area in the clubhouse, upon such terms and conditions as may be imposed by the Declarant in writing from time to time.

Declarant hereby expressly reserves for itself, its successors, assigns, tenants, guests, and renters all rights and privileges incident to the ownership of the fee simple estate of the

Clubhouse and adjacent parking area which are not inconsistent with the rights and privileges herein granted, including, without limitation, the right to enact rules and regulations concerning the use of the Clubhouse and adjacent parking area, to maintain one or more proprietary signs on the Clubhouse Easement area, the right to grant additional non-exclusive easements to third parties, over, under and across the Clubhouse Easement area and the right to allow nonmembers of the Association or individuals other than Lot Owners, their invitees, lessees, licensees to use and enjoy the Clubhouse upon such terms and conditions as may be solely established by Declarant. Declarant hereby reserves unto itself, its successors, assigns, lessees, invitees and licensees, the perpetual nonexclusive right and easement upon, over and across the Clubhouse and adjacent parking for the installation, maintenance, and use of such Clubhouse and adjacent parking for all reasonable commercial, office and/or retail uses, and any related activities and improvements.

The Clubhouse shall be maintained, operated, repaired and replaced by the Declarant as provided in Article II hereof. The costs for the maintenance, repair and replacement of the Clubhouse and the Clubhouse Easement area shall be shared on a pro rata basis as provided in Section 2.3 hereof.

1.10 Easement for Mountain Village Center. Declarant hereby grants, conveys, declares, creates, imposes and establishes a perpetual, non-exclusive easement for the benefit of the Association and Lot Owners in River Vista for access to and use and enjoyment of the Mountain Village Center over and across all portions of River Vista as may be reasonably necessary to use and enjoy said Mountain Village Center, as more particularly described on Exhibit "G" attached hereto and by this reference incorporated herein ("Mountain Village Center Easement"); provided, however, the easement granted herein shall not be construed as granting any party an easement over any Lot in River Vista. The easement herein granted shall permit joint usage of such easement by: (a) the Lot Owners and occupants; (b) the legal representatives, successors and assigns of the Lot Owners; (c) guests of the Lot Owners and occupants; (d) invitees and licensees of the Lot Owners or occupants; and (e) lessees of the Lot Owners or occupants subject to such rules and regulations as the Declarant may establish from time to time. Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Mountain Village Center.

Notwithstanding anything to the contrary herein, the easement granted herein shall not permit Lot Owners, occupants, licenses, invitees and guests the right to use and enjoy the laundry facility, snack bar and storage room located in the Mountain Village Center, which areas shall be reserved for the exclusive use of Declarant, its agents, employees, successors-in-title and assigns. Declarant reserves the right to enact reasonable rules and regulations concerning the use of the Mountain Village Center and adjacent parking area, to maintain one or more proprietary signs on the Mountain Village Easement area, the right to grant additional non-exclusive easements or licenses to third parties, over, under and across the Mountain Village Center Easement area and the right to allow nonmembers of the Association or individuals other than Lot Owners, their invitees, lessees, licensees to use and enjoy the Mountain Village Center upon such terms and conditions as may be solely established by Declarant. Declarant hereby reserves unto itself, its successors, assigns, lessees, invitees and licensees, the perpetual nonexclusive right and easement upon, over and across the Mountain Village Center and adjacent parking for

the maintenance, and use of such Mountain Village Center and adjacent parking for all reasonable commercial, office and/or retail uses, and any related activities and improvements.

The Mountain Village Center shall be maintained, operated, repaired and replaced by the Declarant as provided in Article II hereof. The costs for the maintenance, repair and replacement of the Mountain Village Center and the Mountain Village Easement area shall be shared on a pro rata basis as provided in Section 2.3 hereof.

1.11 Easement for Construction and Sale. Notwithstanding any provisions now or hereafter contained in this Declaration, and amendments thereto, Declarant reserves an easement across River Vista to maintain and carry on, upon such portion of River Vista as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required or convenient for Declarant's development, construction and sales activities related to River Vista or nearby property being developed by Declarant which may become part of River Vista as provided in the River Vista Declaration, including, but not limited to: the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in River Vista, including, without limitation, any Lot; the right to tie into any portion of River Vista with streets, driveways, paths, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over River Vista; the right to grant easements over, under, in or on River Vista, including without limitation the Lots, for the benefit of neighboring or adjacent properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over River Vista; the right to convert Lots (with the consent of the Owner thereof) to Common Property and/or streets; the right to construct additional recreational facilities, utilities and other improvements within River Vista; the right to carry on sales and promotional activities in River Vista, and the right to construct and operate business offices, signs, construction trailers and sales offices. This Section shall not be amended without the Declarant's written consent.

ARTICLE II

Repair and Maintenance of Easements: Cost Sharing

2.1 Generally. The easement areas and improvements located within the easement areas are intended to be used and enjoyed by Lot Owners and occupants, their tenants, renters, guests, invitees, licensees and lessees as provided herein and shall be properly maintained in good condition for this purpose. Lot Owners, their guests, invitees, licensees and lessees shall exercise reasonable care in their use of the River Vista Amenities and the Recreational Amenities Easement area, Clubhouse Easement area and Mountain Village Easement area (the Recreational Amenities Easement area, Clubhouse Easement area and Mountain Village Easement area are hereinafter collectively referred to as the "River Vista Easement Areas") so as not to cause more than normal wear and tear on the same.

2.2 **Repairs and Maintenance.** The Declarant, its successors and assigns, shall be responsible for any repair, replacement or maintenance of the River Vista Easement areas and any improvements located thereon, which shall include, without limitation the River Vista Amenities. Such maintenance, repair and replacement shall also include, whether or not the same are included within the River Vista Easement Areas or the River Vista Amenities, the following: (a) all entry features; (b) all green space and open space and any improvements located thereon, if any; (c) all storm water detention/retention ponds and storm water drainage facilities serving River Vista, if and to the extent the same are not maintained by the owner of such facilities or a government body; (d) all private streets and sidewalks located in the RV Resort; (e) any street lights located in the RV Resort, if and to the extent the same are not maintained by a utility company; (f) any pedestrian paths established by the Declarant within River Vista; (g) the Recreational Amenities; (h) water and sewer treatment facilities located in and serving the RV Resort, if and to the extent such improvements or facilities are not maintained by a utility company or a government body; (i) lawn mowing of the Lots in River Vista but specifically excluding any mowing within five (5) feet of any Recreational Vehicle, Park Model Trailer (as such terms are defined in the River Vista Declaration) other structure on a Lot and specifically excluding any responsibility for landscaping on a Lot or weeding on a Lot or any liability for damage to landscaping arising from lawn mowing by Declarant hereunder.

Notwithstanding anything to the contrary herein, Lot Owners shall be responsible for the costs associated with providing utility services to the River Vista Amenities, which shall include, but not be limited to, gas, water, sanitary sewer, telephone, and electricity in accordance with Section 2.2 below.

In addition, Declarant, its successors or assigns shall have the exclusive right to operate the laundry facilities, arcade, general store and any other revenue generating opportunities which may be incidental to the overall operation of the RV Resort; provided, however, the cost of providing utilities to such ancillary business operations shall be borne by the Lot Owners and included in the Amenities Assessment as provided below. Declarant shall keep all profits derived from the operation of the laundry facility, arcade or other business ventures operated by Declarant or its successors or assigns within the RV Resort and such profits shall not be used not offset any of the expenses to be shared in Section 2.3 below.

In addition, the Declarant shall have the right, but not the obligation, to enter into easement and covenant to share cost agreements regarding River Vista where such action would benefit River Vista. In the event that the Declarant determines that the need for maintenance, repair, or replacement, which is the responsibility of the Declarant hereunder, is caused through the willful or negligent act of a Lot Owner, or the occupants, family, guests, lessees or invitees of a Lot Owner, then the Declarant may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be specifically assessed against the Lot Owner as provided in the River Vista Declaration.

In order to protect the value of the respective properties and to insure the proper use and enjoyment of the easements established in this Declaration, and notwithstanding the obligations of the Declarant as set forth above, the Association may, with the consent of Declarant, cause the maintenance, repair and replacement of the River Vista Easement Areas and River Vista

Amenities as may be necessary to so insure the proper use and enjoyment thereof for the benefit of the Association and Lot Owners in River Vista and to request reimbursement from the Declarant for the costs associated with said maintenance, repair and replacement as provided in Section 2.3 below.

2.2 Accounting. Declarant shall ascertain, or cause to be ascertained, the estimated costs and expenses to maintain, repair and replace the River Vista Easements Areas and the River Vista Amenities located thereon, and shall bill to the Association its share of said maintenance costs and expenses, which shall include, without limitation, the costs and expenses associated with providing utility services to the River Vista Amenities, insurance premiums, property taxes, cleaning and janitorial services, legal and accounting fees and any other items Declarant determines to be necessary for the efficient operation of the River Vista Amenities. The costs and expenses associated with the operation of the River Vista Amenities shall also include all furniture, fixtures, equipment, and supplies and other personal property owned by the Declarant and used by Lot Owners and their guests, tenants, invitees, licensees and occupants in River Vista, as the same may be determined by the Declarant in its sole discretion. By way of explanation and not limitation, such costs and expenses shall include, without limitation, tables, chairs, bookcases, artwork and silverware and other furniture located in the Clubhouse; electrical equipment serving the outdoor swimming pool, including any stereo system serving the same; and the outdoor movie theater serving the RV Resort.

Such billings shall be on a quarterly or less frequent basis as from time to time deemed appropriate by the Declarant, but such billings shall be made no less frequently than annually. All such billings shall be accompanied by such reasonable detail as may be required to establish the nature of expenditures for which such billings are made. The Declarant shall not be required to provide a copy of the estimated costs and expenses for the maintenance required pursuant to this Declaration to each Lot Owner, but shall only be required to provide a billing to the Association. Within thirty (30) days of receipt of such billing, the Association shall promptly remit to the Declarant the funds necessary to cover the costs associated with the maintenance, repair and replacement of the River Vista Amenities for which the Association is obligated to contribute their pro-rata share of costs and expenses as provided below.

2.3 Cost Sharing. The costs and expenses for the maintenance, repair and replacement of the River Vista Amenities shall be paid by the Lot Owner(s) in River Vista as provided herein and in the River Vista Declaration. Each Lot Owner in River Vista shall pay his or her pro rata share of the total costs and expenses for the maintenance, repair and replacement of the River Vista Amenities ("Amenities Assessment"). The Amenities Assessment for River Vista shall be calculated on a pro rata basis and shall be a percentage of the costs and expenses to maintain, repair and replace the River Vista Easement Areas and River Vista Amenities, which percentage shall be calculated by dividing the number of Lots in River Vista by the total number of Lots in the RV Resort, and multiplying the resulting quotient by one hundred. Each Lot Owner in River Vista shall pay their portion of Amenities Assessment as part of the general assessment for a Lot as provided in the Declaration and shall remit those sums due as provided therein directly to the Association. The Association shall be responsible for paying the Amenities Assessment to the Declarant prior to the due date thereof.

Notwithstanding anything to the contrary herein, Declarant's Lots, as such term is defined in the River Vista Declaration, shall not be obligated to pay the Amenities Assessment as provided herein and such Lots shall be subtracted from the total number of Lots in River Vista for purposes of calculating the pro rata share of the Amenities Assessment to be paid by all Lot Owners in River Vista.

Abandonment of a Lot in River Vista or nonuse of the River Vista Amenities by a Lot Owner or occupant in River Vista shall not constitute a waiver or exemption from liability for payment of the Amenities Assessment as provided herein.

2.4 Remedies of the Declarant. Payments not received by the Declarant within ten (10) days of the date of said bill shall be delinquent. The Association shall incur a late charge equal to the greater of ten (10%) percent of the amounts due or \$25.00 after said ten (10) day period for delinquencies. If the amounts due and late charge are not paid within ten (10) days after the end of said ten (10) day period, interest shall commence to accrue on said amount at the rate of fifteen (15%) percent per annum until paid. The Declarant shall also be entitled to recover from the Association, all costs and expenses incurred in its effort to collect the delinquent amounts whether or not suit is filed, including, but not limited to, reasonable attorneys' fees actually incurred.

In addition, in the event that the Association fails to pay the Declarant within thirty (30) days, Declarant shall have the right to file a Notice of Lien against each Lot in River Vista to secure payment of all such amounts, including, late fees, any interest thereon and costs of collection, including reasonable attorneys' fees actually incurred. The lien shall be deemed to arise, and shall be perfected at the time of the filing of the subject Notice of Lien by the Declarant. Such lien, once filed, binds each such Lot in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such lien shall be superior to any and all charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon such Lot and the improvements thereon whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except for liens for taxes or other public charges as are by applicable law made superior. Each such amount not paid when due, 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 amount 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.

The Declarant, in its sole discretion, shall be entitled to pursue any and all remedies to collect unpaid assessments as provided for herein or in the River Vista Declaration against the Association and/or the defaulting Lot Owner(s).

2.5 Rules and Regulations. Declarant shall have the sole right, power and authority to promulgate, modify or delete reasonable rules and regulations applicable to the River Vista Amenities; provided, however, no action shall be taken by Declarant which shall substantially impair the rights and easements granted herein. Such rules and regulations shall be distributed to all Lot Owners in River Vista prior to the date that they are to become effective and shall

thereafter be binding upon all Lot Owners and occupants until and unless overruled, canceled or modified by Declarant. Upon material breach of the rules and regulations by any member of the Association or said member's family, guests, occupants or lessees, Declarant may suspend, for a reasonable period of time, the right of said member to use and enjoy the River Vista Amenities.

In addition, the Association shall have the right to suspend the right of an Owner or occupant or such Owner or occupant's family members, guests and invitees to use and enjoy the River Vista Amenities for violations of the River Vista Declaration, including nonpayment of the Amenities Assessment or any other assessment or charge owed to the Association, and for noncompliance with any rules and regulations promulgated by the Declarant as provided herein.

ARTICLE III Insurance

3.1 Insurance. The Declarant shall obtain casualty insurance for all insurable improvements which the Declarant is obligated to maintain, which shall include, without limitation, the River Vista Amenities. This insurance shall provide, at a minimum, fire and extended coverage 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 Declarant shall obtain a public liability policy applicable to River Vista covering the Declarant, and the Association and its members for all damage or injury caused by the negligence of the Declarant and the Association or any of its members or agents. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00). Policies may contain a reasonable deductible as determined by the Declarant. All such insurance coverage shall name the Association as an additional named insured and the cost of the premiums shall be included in the Amenities Assessment as provided in Section 2.3 hereof.

3.2 Damage and Destruction. Immediately after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Declarant and the Association, the Declarant or the Board of Directors of the Association or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to the River Vista Easement Areas and/or the River Vista Amenities which are covered by insurance written in the name of the Declarant and the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy five percent (75%) of the Total Association Vote, as that term is defined in the River Vista Declaration, and the Declarant. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Declarant within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds

are not sufficient to defray the cost thereof, upon the request of the Declarant, the Association shall, without the necessity of a vote of the members of the Association, levy a special assessment against each Lot Owner in accordance with the River Vista Declaration. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. In the event that it should be determined by the Declarant and the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Declarant in a neat and attractive condition and the costs of such maintenance shall be shared as herein provided.

ARTICLE IV
Event of Default and Alternative Dispute Resolution

4.1 Event of Default. A party shall be deemed to be in default of this Declaration if it fails or refuses to comply with the terms and conditions set forth herein for any reason. In the event of a default ("Event of Default"), the non-defaulting party shall give the defaulting party notice of default that shall describe the condition causing the Event of Default in detail. The defaulting party shall then have thirty (30) days from the receipt of notice under this Declaration to cure the condition causing the Event of Default. If the defaulting party fails to cure the Event of Default within such time period, the non-defaulting party may, in its discretion, invoke the dispute resolution procedures set forth below.

Notwithstanding anything to the contrary herein, the failure of a Lot Owner to pay all or any portion of the Amenities Assessment as provided herein shall not constitute an Event of Default, shall not be subject to the dispute resolution procedures set forth in this Article IV and Declarant and the Association shall have all remedies set forth in Section 2.4 hereof, including, without limitation, the right to file liens against all Lots in River Vista, and in the River Vista Declaration.

4.2 Alternative Dispute Resolution. The parties shall cooperate with each other in avoiding litigation and informally resolving disputes between them. Accordingly, any dispute as to (i) whether the River Vista Easement Areas and/or the River Vista Amenities are being properly maintained or (ii) the amount of the Amenities Assessment shall first be submitted to non-binding mediation under the Mediation Rules of the American Arbitration Association ("AAA") where the parties will endeavor to resolve the dispute in an amicable manner. In the event the dispute cannot be resolved by mediation, the dispute shall be submitted to binding arbitration. Such matter shall be submitted to and decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by one (1) neutral arbitrator mutually agreeable to the parties, or, if such parties cannot agree upon a neutral arbitrator, by a neutral arbitrator selected by the American Arbitration Association. The decision of the arbitrator shall be final and may be enforced by any court having jurisdiction thereof. The arbitration shall take place at a time reasonably noticed by the American Arbitration Association regardless of whether one of the parties fails or refuses to participate. The cost of arbitration incurred by the Association shall be treated as an assessment as provided in the River Vista Declaration.

ARTICLE V
General Provisions

5.1 Easements Perpetual. The purpose of this Declaration is to establish the easements, rights and privileges set forth herein, and, none of the terms or provisions of this Declaration shall be or be deemed to be "covenants restricting land to certain uses" for purposes of O.C.G.A. 44-5-60, or any similar law or statute. Accordingly, the provisions of this document, and the easements and covenants herein established shall run with the title to and bind River Vista perpetually until amended or terminated by the Lot Owners as provided below. Any conveyance of all or any portion of River Vista shall also convey the rights, privileges, duties and obligations contained in this Declaration regardless of whether or not specific mention is made of this Declaration and regardless of whether or not a specific conveyance is made of, or subject to, the rights, privileges, duties and obligations herein.

5.2 Amendment. This Declaration may be amended by the Declarant, its successors or assigns, and the Association upon the affirmative vote or written consent of members of the Association holding at least two-thirds (2/3) of the Total Association Vote (as defined in the River Vista Declaration). The execution of an amendment by the president of the Association containing the affidavit by such officer that the amendment was properly approved shall be prima facie evidence of the approval by the requisite number of members within the Association. Amendments to this Declaration shall become effective upon the filing for record in the Office of the Clerk of Superior Court of Rabun County, Georgia unless a later effective date is specified therein.

5.3 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 the Declarant by reason of the fact that the Declarant may own or hold the estate or interest both encumbered and benefitted by such covenants, conditions, restrictions or easements and no such merger shall occur unless and until the Declarant, while owning all of the estate or interests, shall execute a written statement or instrument effecting such merger and shall duly record the same.

5.4 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.

5.5 Notice. Each notice or document (collectively referred to in this Section as "Notice") required or permitted to be given hereunder must comply with the requirements of this Section. Each such Notice shall be in writing and shall be delivered either by personally delivering it (including Federal Express or commercial courier service) or by depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). Such Notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is deposited as provided above, but the time period in which a response to any such Notice must be

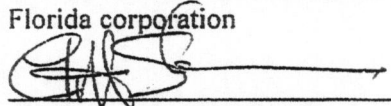
given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt of the Notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept the Notice shall be deemed to be receipt of the Notice. In addition, the inability of the United States Postal Service to deliver the Notice because of a change of address of the party of which no Notice was given to the other party as provided below shall be deemed to be the receipt of the Notice sent. The address for receipt of Notice may be changed by any party by designating the change of address to the other parties in writing. The initial address of the Declarant and the Association shall be the offices of their respective registered agent as on file with the Secretary of State of the State of Georgia. The address for notice of any Lot Owner shall be the address of the Lot, unless such Lot Owner provides an alternative address in writing to Declarant.

5.6 Occupants Bound and Assignment. This Declaration shall be binding on all Lot Owners and occupants in River Vista. The use rights granted herein may not be assigned, transferred or otherwise separated from ownership of a Lot in River Vista. In the event the Declarant no longer owns any property in River Vista or assigns its rights and delegates all or a portion of its duties and obligations described herein to the Association or a third-party, the Declarant shall be released from any further obligation hereunder and the Association or said third-party shall hold Declarant harmless from and against any liability arising pursuant to said assignment or conveyance from and after the effective date of such assignment or conveyance.

[SIGNATURES ON FOLLOWING PAGE]

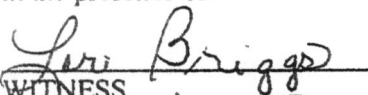
IN WITNESS WHEREOF, the undersigned have executed this Declaration under seal as of the date first above written.

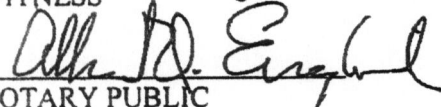
DECLARANT: **OAKDALE WYLIE CORPORATION**, a Florida corporation

By: 
Name: Clark H. Scherer, III
Title: President

Signed, sealed, and delivered in the presence of:

[AFFIX CORPORATE SEAL]


WITNESS


NOTARY PUBLIC

[AFFIX NOTARY SEAL]



SIGNATURES CONTINUE ON NEXT PAGE]

ASSOCIATION:

**RIVER VISTA MOUNTAIN VILLAGE
COMMUNITY ASSOCIATION, INC., a
Georgia nonprofit corporation**

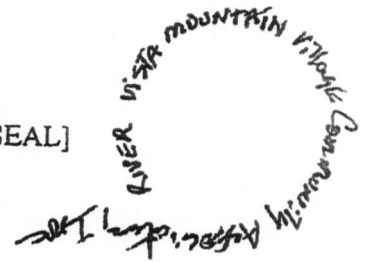
By:
Name:
Title:

Clark B. Scherer, III
Clark B. Scherer, III
President

Signed, sealed, and delivered
in the presence of:

Lou Briggs
WITNESS
Albert O. English
NOTARY PUBLIC

[AFFIX CORPORATE SEAL]



[AFFIX NOTARY SEAL]



Exhibit "A"

RV Resort

Commencing at the Centerline Intersection of Georgia Hwy. 246 and Kelley Creek Road
thence South 72°28'58" East, a distance of 248.82 feet to the Point of Beginning;

Thence North 01°31'00" West, a distance of 109.95 feet;
thence North 68°04'16" East, a distance of 211.60 feet

Commencing at the Centerline Intersection of Georgia Hwy. 246 and Kelley Creek Road
thence South 72°28'58" East, a distance of 248.82 feet to the Point of Beginning;
thence North 01°31'00" West, a distance of 109.95 feet;
thence North 68°04'16" East, a distance of 211.60 feet;
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 28°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°19'23" 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;

EXHIBIT "A" - Cont'd

RV Resort

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°48'13" West, a distance of 106.50 feet
to the beginning of a curve concave to the southwest having a radius of
630.00 feet and a central angle of 13°15'29" and being subtended by a
chord which bears North 43°09'38" West 145.46 feet; thence
northwesterly along said curve, a distance of 145.78 feet;
thence North 49°47'23" West tangent to said curve, a distance of 83.71
feet to the beginning of a curve tangent to said line;
thence northwesterly a distance of 394.57 feet along the curve concave
to the southwest, having a radius of 10030.00 feet and a central angle
of 2°15'14";
thence North 52°02'37" West tangent to said curve, a distance of
121.88 feet to the beginning of a curve tangent to said line;
thence northwesterly and westerly a distance of 175.25 feet along the
curve concave to the southwest, having a radius of 630.00 feet and a
central angle of 15°56'18";
thence North 67°58'35" West, a distance of 34.39 feet;
thence North 23°09'08" West, a distance of 86.81 feet;
to the Point of Beginning. Containing 22.2537 Acres, more or less.

Exhibit "B"

River Vista Property

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 248.82 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 28°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;

EXHIBIT "B" - Cont'd

River Vista Property

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 "C"

Falls View

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 248.82 feet to the Point of
Beginning;

Thence North 01°31'00" West, a distance of 109.95 feet;
thence North 68°04'16" East, a distance of 211.60 feet;
thence South 14°16'06" East, a distance of 102.31 feet;
thence South 70°58'49" East, a distance of 21.01 feet;
thence South 64°57'05" East, a distance of 37.47 feet;
thence North 75°47'12" East, a distance of 40.96 feet;
thence South 61°43'23" East, a distance of 141.42 feet;
thence South 49°33'01" East, a distance of 181.49 feet;
thence North 85°00'39" East, a distance of 138.87 feet;
thence South 65°15'28" East, a distance of 188.35 feet;
thence South 10°27'16" West, a distance of 313.77 feet;
thence South 74°17'48" East, a distance of 22.82 feet;
thence South 06°22'30" East, a distance of 33.83 feet;
thence South 85°41'08" East, a distance of 53.34 feet;
thence South 01°34'22" East, a distance of 32.62 feet;
thence South 31°58'33" East, a distance of 128.44 feet;
thence South 31°58'33" East, a distance of 6.00 feet;
thence South 59°57'04" West, a distance of 36.94 feet;
thence South 59°57'04" West, a distance of 27.16 feet;
thence South 70°12'37" West, a distance of 92.46 feet;
thence North 35°50'03" West, a distance of 89.95 feet
to the beginning of a curve concave to the southwest having a radius of
630.00 feet and a central angle of 12°19'37" and being subtended by a
chord which bears North 42°41'42" West 135.28 feet;
thence northwesterly along said curve, a distance of 135.54 feet;
thence North 49°44'14" West, a distance of 79.95 feet;
thence North 49°44'55" West, a distance of 14.00 feet to the beginning
of a curve concave to the southwest having a radius of 10030.00 feet and
a central angle of 2°15'14" and being subtended by a chord which bears
North 50°55'00" West 394.55 feet;
thence northwesterly along said curve, a distance of 394.57 feet;
thence North 52°02'37" West tangent to said curve, a distance
of 121.88 feet to the beginning of a curve tangent to said line;

thence northwesterly and westerly a distance of 175.25 feet along the
curve concave to the southwest, having a radius of 630.00 feet and a
central angle of 15°56'18";
thence North 67°58'35" West, a distance of 34.39 feet;
thence North 23°09'08" West, a distance of 86.81 feet
to the Point of Beginning. Containing 7.5300 Acres, more or less.

Exhibit "E"

Recreational Amenities Easement Area

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lot 192 of the 2nd District, Rabun County, Georgia, as shown on that certain Survey for River Vista, LLC on behalf of Oakdale Wylie, Declarant, containing the seal of William F. Rolader, G.R.L.S. No. 2042, dated August 8, 2008, last revised January 21, 2009, recorded February 10, 2009 at Plat Book 59, Page 443, *et seq.*, Rabun County, Georgia land records, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at the centerline of the intersection of Kelly's Creek Road and Georgia Hwy 246 (90' R/W); thence along said centerline South 87 degrees 25 minutes 10 seconds East a distance of 1,332.66 feet to a point located on the easterly right-of-way of River Vista Drive; thence leaving said centerline South 01 degrees 09 minutes 23 seconds West a distance of 39.04 feet along said right-of-way to a point; thence South 03 degrees 25 minutes 31 seconds East a distance of 38.11 feet to a point; thence leaving said right-of-way North 79 degrees 03 minutes 54 seconds West a distance of 36.92 feet to a point located on the westerly right-of-way of River Vista Drive, said point being the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING as thus established, thence along said right-of-way South 30 degrees 27 minutes 11 seconds East a distance of 21.50 feet to a point; thence South 03 degrees 25 minutes 31 seconds East a distance of 133.56 feet to a point; thence South 14 degrees 45 minutes 25 seconds East a distance of 45.11 feet to a point; thence South 37 degrees 34 minutes 21 seconds East a distance of 22.41 feet to a point; thence South 18 degrees 28 minutes 43 seconds East a distance of 12.21 feet to a point; thence South 03 degrees 40 minutes 03 seconds East a distance of 12.51 feet to a point; thence South 11 degrees 35 minutes 49 seconds West a distance of 13.13 feet to a point; thence South 31 degrees 20 minutes 59 seconds West a distance of 9.70 feet to a point; thence South 36 degrees 48 minutes 55 seconds West a distance of 46.85 feet to a point; thence South 24 degrees 41 minutes 50 seconds West a distance of 16.32 feet to a point; thence leaving said right-of-way North 54 degrees 19 minutes 53 seconds West a distance of 47.23 feet to a point located on the easterly right-of-way of Newmar Court (26' R/W); thence along said right-of-way North 10 degrees 37 minutes 22 seconds East a distance of 63.62 feet to a point; thence North 15 degrees 53 minutes 38 seconds West a distance of 35.59 feet to a point; thence North 13 degrees 44 minutes 56 seconds West a distance of 13.61 feet to a point; thence North 21 degrees 26 minutes 14 seconds West a distance of 5.97 feet to a point; thence North 21 degrees 26 minutes 14 seconds West a distance of 121.82 feet to a point; thence North 76 degrees 52 minutes 52 seconds West a distance of 37.43 feet to a point; thence leaving said right-of-way North 68 degrees 33 minutes 10 seconds East a distance of 125.34 feet to a point, said point being the TRUE POINT OF BEGINNING.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lot 192 of the 2nd District, Rabun County, Georgia, being designated as Green Space #1 (containing approximately 1.00 acres), as shown on that certain Survey for River Vista, LLC on behalf of

Oakdale Wylie, Declarant, containing the seal of William F. Rolader, G.R.L.S. No. 2042, dated August 8, 2008, last revised January 21, 2009, recorded February 10, 2009 at Plat Book 59, Page 443, *et seq.*, Rabun County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lot 192 of the 2nd District, Rabun County, Georgia, being designated as Green Space #2 (containing approximately 0.27 acres), as shown on that certain Survey for River Vista, LLC on behalf of Oakdale Wylie, Declarant, containing the seal of William F. Rolader, G.R.L.S. No. 2042, dated August 8, 2008, last revised January 21, 2009, recorded February 10, 2009 at Plat Book 59, Page 443, *et seq.*, Rabun County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lot 192 of the 2nd District, Rabun County, Georgia, being designated as Green Space #3 (containing approximately 0.40 acres), as shown on that certain Survey for River Vista, LLC on behalf of Oakdale Wylie, Declarant, containing the seal of William F. Rolader, G.R.L.S. No. 2042, dated August 8, 2008, last revised January 21, 2009, recorded February 10, 2009 at Plat Book 59, Page 443, *et seq.*, Rabun County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lot 192 of the 2nd District, Rabun County, Georgia, being designated as Green Space #2 (containing approximately 0.27 acres), as shown on that certain Survey for River Vista, LLC on behalf of Oakdale Wylie, Declarant, containing the seal of William F. Rolader, G.R.L.S. No. 2042, dated August 8, 2008, last revised January 21, 2009, recorded February 10, 2009 at Plat Book 59, Page 443, *et seq.*, Rabun County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lot 192 of the 2nd District, Rabun County, Georgia, being designated as Mud Creek Picnic Area & Parking (containing approximately 0.346 acres), as shown on that certain Survey for River Vista, LLC on behalf of Oakdale Wylie, Declarant, containing the seal of William F. Rolader, G.R.L.S. No. 2042, dated August 8, 2008, last revised January 21, 2009, recorded February 10, 2009 at Plat Book 59, Page 443, *et seq.*, Rabun County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

Exhibit "G"

Mountain Village Easement Area

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lot 192 of the 2nd District, Rabun County, Georgia, as shown on that certain survey for River Vista, LLC on behalf of Oakdale Wylie, Declarant, containing the seal of William F. Rolader, G.R.L.S. No. 2042, dated August 8, 2008, last revised January 21, 2009, recorded February 10, 2009 at Plat Book 59, Page 443, *et seq.*, Rabun County, Georgia land records, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at the centerline of the intersection of Kelly's Creek Road and Georgia Hwy 246 (90' R/W); thence along said centerline South 87 degrees 25 minutes 10 seconds East a distance of 1,332.66 feet to a point located on the easterly right-of-way of River Vista Drive; thence South 01 degrees 09 minutes 23 seconds West a distance of 39.04 feet along said right-of-way to a point; thence South 03 degrees 25 minutes 31 seconds East a distance of 38.11 feet to a point; thence leaving said right-of-way North 79 degrees 03 minutes 54 seconds West a distance of 36.92 feet across a tie-line to a point located on the westerly right-of-way of River Vista Drive; thence departing said right-of-way South 68 degrees 33 minutes 10 seconds West a distance of 125.34 feet to a point located on the easterly right-of-way of Newmar Court (26' R/W); thence South 43 degrees 18 minutes 48 seconds West a distance of 32.24 feet to a point located on the westerly right-of-way of Newmar Court (26' R/W); thence along said right-of-way South 68 degrees 58 minutes 18 seconds East a distance of 37.82 feet to a point; thence South 68 degrees 58 minutes 18 seconds East a distance of 8.25 feet to a point; thence South 21 degrees 26 minutes 14 seconds East a distance of 76.38 feet to a point; thence leaving said right-of-way South 76 degrees 34 minutes 44 seconds West a distance of 29.72 feet to a point; thence North 81 degrees 01 minutes 56 seconds West a distance of 54.20 feet to a point located on the easterly right-of-way of River Vista Drive (26' R/W); thence along said right-of-way along the arc of a curve to the right a distance of 10.97 feet to a point, said arc having a radius of 55.00 feet and being subtended by a chord bearing South 15 degrees 43 minutes 19 seconds East a distance of 10.96 feet, said point being the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING as thus established, thence South 80 degrees 44 minutes 28 seconds East a distance of 32.54 feet to a point; thence North 87 degrees 34 minutes 55 seconds East a distance of 41.05 feet to a point located on the westerly right-of-way of Newmar Court (26' R/W); thence along said right-of-way South 13 degrees 44 minutes 56 seconds East a distance of 22.39 feet to a point; thence South 15 degrees 53 minutes 38 seconds East a distance of 29.94 feet to a point; thence South 10 degrees 37 minutes 22 seconds West a distance of 131.99 feet to a point; thence South 10 degrees 42 minutes 13 seconds West a distance of 6.03 feet to a point; thence leaving said right-of-way North 79 degrees 17 minutes 47 seconds West a distance of 31.05 feet to a point; thence North 66 degrees 21 minutes 07 seconds West a distance of 76.11 feet to a point located on the easterly right-of-way of River Vista Drive (26' R/W); thence along said right-of-way North 10 degrees 37 minutes 00 seconds East a distance of 138.07 feet to a point; thence along the arc of a curve to the left a distance of 19.80 feet to a point, said arc having a radius of 55.00 feet and being subtended by a chord bearing North 00 degrees 18 minutes 19 seconds East a distance of 19.69 feet to a point;

thence South 81 degrees 36 minutes 34 minutes East a distance of 13.62 feet to a point, said point being the TRUE POINT OF BEGINNING.