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CROSS REFERENCE: Deed Book: V35
Page: 364

FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
RIVER VISTA MOUNTAIN VILLAGE

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVER VISTA MOUNTAIN VILLAGE ("First Amendment") is made by **OAKDALE WYLIE CORPORATION**, a Florida corporation (hereinafter referred to sometimes as the "Declarant" or "Oakdale Wylie").

WITNESSETH

WHEREAS, Declarant executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for River Vista Mountain Village, which was recorded on February 22, 2010 at Book V35, Page 364, *et seq.*, Rabun County, Georgia records (hereinafter as supplemented and/or amended from time to time referred to as the "Declaration"); and

WHEREAS, Article 12, Section 12.6 of the Declaration provides that the 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; and

WHEREAS, Oakdale Wylie, as the Declarant and as the holder of at least two-thirds of the Total Association Vote and agrees to amend the Declaration as provided herein, as evidenced by the signature attached hereto and by this reference incorporated herein;

NOW THEREFORE, the undersigned hereby adopt this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for River Vista Mountain Village hereby declaring that all of the property now or hereafter subject to the Declaration and Bylaws shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration and Bylaws, amended as follows:

1.

The Declaration is hereby amended by deleting Article 1, Section 1.11 thereof, entitled "Lot," in its entirety, and replacing it with a new Section 1.11 to read as follows:

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 and 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 538, 554, 552, 560, 568, 576, 584, 592, 600, 608, 616, 624, 632, 640, 648, 656, 664 of Block "A"; 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(s) 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.

2.

Unless otherwise defined herein, the defined terms used in this First Amendment shall have the same meaning as set forth in the Declaration.

3.

This First Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Rabun County, Georgia and shall be enforceable against all current Owners of Lots subject to the Declaration.


4.

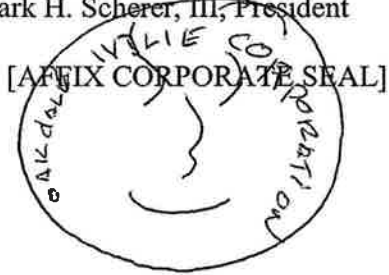
Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURE ON FOLLOWING PAGE]

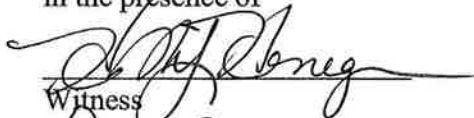
IN WITNESS WHEREOF, Oakdale Wylie, as the Declarant and as the holder of at least two-thirds (2/3) of the Total Association Vote, hereby consents to this First Amendment under seal this 28th day of October, 2011.

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


By: 
Clark H. Scherer, III, President



Signed, sealed and delivered
in the presence of


Witness


Notary Public

 ANDREW L. DAIGNEAU III
MY COMMISSION # EE 105620
EXPIRES: October 23, 2015
[AFFIX NOTARY SEAL] © 2005 The Florida Notary Services