

FILED & RECORDED
DATE: 4/3/2013
TIME: 10:04AM
BOOK: M39
PAGE: 655-663
Holly Henry-Perry, Clerk
Rabun County, GA

After recording, please return to:
Rachel E. Conrad
Dorough & Dorough, LLC
Attorneys at Law
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Decatur, Georgia 30030
(404) 687-9977

CROSS REFERENCE: Deed Book: V35
Page: 418

**FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENT
AND OPERATING AGREEMENT**

THIS FIRST AMENDMENT TO THE DECLARATION OF RECIPROCAL EASEMENT AND OPERATING AGREEMENT (hereinafter referred to as "First Amendment") is made this 29th day of March, 2013 by **OAKDALE WYLIE CORPORATION**, 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 executed that certain Declaration of Reciprocal Easement and Operating Agreement, which was recorded February 22, 2010, at Deed Book V35, Page 418, *et seq.*, Rabun County, Georgia land records (hereinafter as supplemented and/or amended from time to time, the "Easement Agreement"); and

WHEREAS, Declarant and the Falls View Mountain Village Community Association, Inc. ("Falls View Association") have entered into that certain Settlement Agreement in Civil Action File No.: 2010-CV-0520-S regarding the allocation of costs for the amenities which serve the RV Resort; and

WHEREAS, Declarant and the Association and desire to amend the Easement Agreement so that it is consistent with Settlement Agreement as it applies to River Vista; and

WHEREAS, pursuant to Article V, Section 5.2 of the Easement Agreement, the Easement Agreement may be amended by the Declarant 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 such term is defined in the River Vista Declaration); and

WHEREAS, the Declarant has consented to this First Amendment as evidenced by the signature attached hereto and by this reference incorporated herein; and

WHEREAS, members of the Association holding at least two-thirds (2/3) of the Total Association Vote agreed to amend the Easement Agreement as provided herein; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the Secretary of the Association, which sworn statement states that the approval of members holding at least two-thirds (2/3) of the Total Association Vote was lawfully obtained; and

WHEREAS, the Declarant, the Association and the members thereof desire to amend the Easement Agreement as provided herein and intend for this First Amendment to be prospective only;

NOW THEREFORE, the undersigned hereby adopt this First Amendment to the Declaration of Reciprocal Easement and Operating Agreement, hereby declaring that all of the property now or hereafter subject to the Easement Agreement shall be held, conveyed, encumbered, used, occupied and improved subject to the Easement Agreement, amended as follows:

1.

The Easement Agreement is hereby amended by deleting Article II, Section 2.2, entitled "Accounting", in its entirety and replacing it with a new Section 2.3 to read as follows:

2.3 Accounting. Declarant shall ascertain, or cause to be ascertained, the estimated costs and expenses of the maintenance provided herein and shall bill the Association its share of such costs and expenses as provided herein. Each year the Association shall pay an annual fixed cost sharing fee to Declarant to defer the costs and expenses of the easement areas and common areas ("Annual Fixed Cost Sharing Fee"). The Annual Fixed Cost Sharing Fee includes those expenses which can be managed and controlled by Declarant (the "Controllable Expenses") and those expenses which are beyond the control of Declarant (the "Uncontrollable Expenses"), as more particularly defined below. The Declarant shall send invoices to the Association on a quarterly basis for the payment of the Annual Fixed Cost Sharing Fee and such invoices shall be dated on or about January 1, April 1, July 1 and October 1, respectively. The Association shall remit payment to Declarant within thirty (30) days of receipt of the invoice(s) for the quarterly amount of the Annual Fixed Cost Sharing Fee. The Declarant shall not be required to provide a copy of the estimated costs and/or expenses for the maintenance of the easement areas and common areas as provided herein and the resulting invoices to each Lot

Owner, but shall only be required to provide such statements and information to the Association.

(a) Controllable Expenses. Controllable Expenses are expenses for labor, supplies, chemicals, maintenance, repair and cleaning to the following areas: (i) Clubhouse; (ii) Exercise Room; (iii) Mud Creek Pavilion; (iv) Pond Pavilion; (v) Pool Pavilion; (vi) indoor and outdoor pool; (vii) water distribution system and well; (viii) sewer collection system and force main; (ix) recreational equipment; (x) exercise equipment; (xi) Mountain Village Center; and (xii) Corky's Spa.

Controllable expenses shall also include the following: (a) all costs and expenses for grass cutting and landscaping to Lots and Common Property in River Vista, including equipment and labor; (b) recreational equipment and repair, including exercise equipment and small tools; (c) Wi-Fi distribution for electronic communication and web browsing; (d) hospitality services and labor cost of hospitality services; and (e) management and accounting costs.

(b) Uncontrollable Expenses. Uncontrollable Expenses include expenses for the following: (i) insurance; (ii) property taxes; (iii) sewer; (iv) 911 dedicated phone lines; (v) natural gas, only as to the increase in the unit cost of the gas, either by cubic foot or therms and including applicable taxes and fees, but excluding usage; (vi) electricity, only as an increase in the kilowatt charge, including all applicable taxes and fees, but excluding usage; (vii) garbage collection; (viii) water lines; and (ix) cable television and internet service to the Common Property and Lots.

(c) Extraordinary Expenses. Declarant and the Association recognize that certain expenses to be shared by Declarant and the Association may not be included in the Annual Fixed Cost Sharing Fee ("Extraordinary Expenses"). Extraordinary expenses include the replacement or major repair, but not maintenance of, the following: (i) roofs of the Clubhouse, Pool Pavilion, Mud Creek Pavilion, Mountain Village Center, Corky's Spa, and Pond Pavilion; (ii) marcite pool finishes and replacement of pool decks for the outdoor pool; (iii) hot water heaters for the Clubhouse, Mountain Village Center, and Pool Pavilion; (iv) air conditioning units, heating units, dishwashers and other appliances within the easement areas; (v) major components of the sewer force main pumps, controllers, and electrical devices associated with the sewer force main; (vi) major components of the water system such as pumps, wells and pressure bladder tanks; (vi) pool and clubhouse furniture; and (vii) other changes in technology that are requested or required to be installed.

The Easement Agreement is further amended by deleting Article II, Section 2.3, entitled "Cost Sharing," in its entirety and replacing it with a new Section 2.4 to read as follows:

2.4 Cost Sharing. The total Annual Fixed Cost Sharing Fee to be paid by the Association to Declarant for the 2013 calendar year shall be One Hundred Eighty Four Thousand Eight Hundred and No/100 Dollars (\$184, 800.00) (\$111,128.00 for Controllable Expenses and \$73,672.00 for Uncontrollable Expenses), as more particularly set forth below and the Annual Cost Sharing Fee may be increased each year as provided below.

(a) Controllable Expenses. The total annual amount of the Controllable Expenses to be paid by the Association to Declarant each calendar year shall be One Hundred Eleven Thousand One Hundred Twenty Eight and No/100 Dollars (\$111,128.00); provided, however, the amount of the Controllable Expenses to be paid by the Association shall be adjusted each year by the Consumer Price Index ("CPI"), all urban cities as reported by the Federal Government. Each year Declarant shall use the preceding years CPI increase through the month of October to adjust the following year's quarterly payments for Controllable Expenses and the Controllable Expenses to be paid by the Association shall increase accordingly.

(b) Uncontrollable Expenses. The total annual amount of the Uncontrollable Expenses to be paid by the Association to Declarant each year shall be Seventy Three Thousand Six Hundred Seventy Two and No/100 Dollars (\$73,672.00). Notwithstanding the foregoing, once a year Declarant shall compute the actual cost of the total Uncontrollable Expenses from the current year versus the total Uncontrollable Expenses from the previous year and credit or charge the Association the difference. Any credit to the Association shall be applied by Declarant to the next quarter's invoice and payment; any additional costs shall be billed to the Association and paid within thirty (30) days. The following year the Uncontrollable Expenses component of the Annual Fixed Cost Sharing Fee shall be adjusted to reflect the actual cost of the preceding year.

The 2012 costs for Uncontrollable Expenses (based on October 2011 through September 2012) are summarized below.

	<u>Total Costs</u> (based on 2012)	<u>Falls View</u> 40%	<u>River Vista</u> 60%
1. Insurance: Building; Fire & Casualty and General Liability	\$17,682	\$7,073	\$10,609
2. Property Tax	\$10,347	\$4,139	\$6,208
3. Common Amenities: Sewer	\$2,036	\$814	\$1,221
4. Common Amenities: 911 Dedicated Telephones (4 lines)	\$720	\$288	\$432
5. Common Amenities: Cable TV	\$996	\$398	\$597

6. Common Amenities: Internet Service	\$1,925	\$770	\$1,155
7. Common Amenities: Natural Gas	\$23,926	\$9,570	\$14,355
8. Common Amenities: Electricity	\$26,217	\$10,487	\$15,730
9. Common Amenities: Garbage Removal	\$6,307	\$2,323	\$3,784
10. Site Cable	\$4,172	0	\$4,172
11. Site Sewer Cost	\$15,409	0	\$15,409
Total Uncontrollable:		\$35,862	\$73,672.00

(c) Extraordinary Expenses. The costs for Extraordinary Expenses shall be shared by the Declarant and Association as provided herein and in the Declaration. The portion of the Extraordinary Expenses to be paid by Association shall be determined by dividing the total number of Lots in River Vista and Falls View by the total number of Lots in the RV Resort and multiplying the resulting quotient by one hundred. By way of illustration, as of the date this Amendment is recorded in the Rabun County, Georgia land records there are currently 95 Lots in Falls View and 140 Lots in River Vista, for a total of 235 Lots. Based on the foregoing, the Association would be responsible for paying sixty percent (60%) of the Extraordinary Expenses and the Declarant and/or the Falls View Association would be responsible for paying forty percent (40%) of the Extraordinary Expenses. Each Lot Owner in River Vista shall pay his or her portion of these expenses as provided in the River Vista Declaration and shall remit those sums due as provided therein directly to the Association.

Declarant shall send an invoice to the Association for any Extraordinary Expenses and the Association shall remit payment within thirty (30) days; provided, however, in the event that the Association must levy a special assessment in accordance with the Declaration in order to fund its share of the Extraordinary Expense, the Association shall notify Declarant of its intent to levy such special assessment and in such case payment shall be made within ninety (90) days of the notice of the special assessment to the members of the Association.

In addition to the foregoing, any Extraordinary Expense in excess of Two Thousand and No/100 Dollars (\$2,000.00) shall require Declarant to solicit three (3) bids from licensed contractors in the State of Georgia prior to entering into a contract for the replacement or major repair of any Extraordinary Expense.

3.

All other Sections of Article II of the Easement Agreement are hereby renumbered accordingly.

4.

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

5.

This First Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Rabun County, Georgia.

6.

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


[SIGNATURES BEGIN ON FOLLOWING PAGE]

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

DECLARANT:

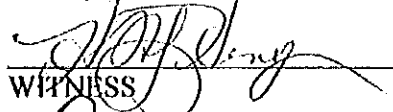
**OAKDALE WYLIE CORPORATION, a
Florida corporation**


By:
Name:
Title:



Charles H. Schrenk
PRESIDENT

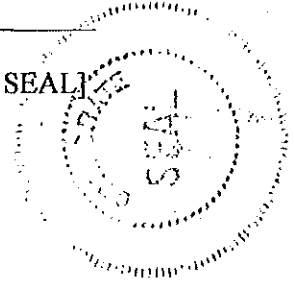
Signed, sealed, and delivered
in the presence of:



WITNESS


NOTARY PUBLIC

[AFFIX CORPORATE SEAL]



[AFFIX NOTARY SEAL]  ANDREW L. DAIGNEAU III
STATE OF FLORIDA * STATE COMMISSION FEE 105620
EXPIRES: October 23, 2015
Provided Thru Budget Notary Services

[SIGNATURES CONTINUE ON NEXT PAGE]

ASSOCIATION:

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

By: [Signature]
Name: Clann H. Schenker
Title: President

Attest: [Signature]
Name: Clann H. Schenker
Title: Secretary

Signed, sealed, and delivered
in the presence of:

[Signature]
WITNESS
[Signature]
NOTARY PUBLIC

[AFFIX CORPORATE SEAL]



[AFFIX NOTARIAL SEAL] ANDREW L. DAIGNEAU III
MY COMMISSION # EE 105620
EXPIRES: October 23, 2015
Bonded Thru Budget Notary Services

EXHIBIT "A"

Sworn Statement of Secretary of
River Vista Mountain Village Community Association, Inc.

STATE OF GEORGIA

COUNTY OF RABUN

Re: River Vista Mountain Village Community Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the Secretary of River Vista Mountain Village Community Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
3. The foregoing First Amendment to the Declaration of Reciprocal Easement and Operating Agreement was approved by members holding at least two-thirds (2/3) of the Total Association Vote as provided by the Easement Agreement.
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20.

This the 29 day of MARCH, 2013.

By:
Name:

[Signature]
CLAUDE H. SCHERER, JR.

Sworn to and Subscribed
before me this 29 day of MAR, 2013.

[Signature]
Notary Public

[AFFIX NOTARY SEAL]
ANDREW L. DAIGNEAU III
MY COMMISSION # EE 105620
EXPIRES: October 23, 2015
Bonded Thru Budget Notary Services