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Rabun County, GA

UPON RECORDING RETURN TO:
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CROSS REFERENCE: Deed Book: V35
Page: 364

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

THIS SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVER
VISTA MOUNTAIN VILLAGE ("Second 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,
recorded February 22, 2010, at Book V35, Page 364, *et seq.*, Rabun County, Georgia land
records; as amended by that certain First Amendment to the Declaration of Protective
Covenants, Conditions, Restrictions and Easements for River Vista Mountain Village,
recorded November 18, 2011, at Deed Book U37, Pages 584-597, aforesaid records
(hereinafter as supplemented and/or amended from time to time collectively 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 (2/3) of the Total Association Vote, desires 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 Second 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 shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, 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 Standard Recreational Vehicle or Trailer Lot, a RV/Cabin Lot or a Super Premium Pull Thru 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) Standard 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 or decks (of more than six (6) inches in vertical height), other enclosed living areas, roofs or other types of overhangs shall be prohibited on Standard Recreational Vehicle or Trailer Lots. Only one (1) recreational vehicle shall be located on a Recreational Vehicle or Trailer Lot at any time. All Lots other than RV/Cabin Lots or Super Premium Pull Thru Lots shall be Standard Recreational Vehicle or Trailer Lots.

(b) RV/Cabin Lots means Lots 532, 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 Park Model Trailer located on a 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 heated / air conditioned living space shall not exceed seven hundred fifty (750) square feet. In addition, any raised deck or roofed living or storage space (above six (6) inches in grade with or without a roof) on a RV/Cabin Lot shall be no larger than two hundred fifty (250) square feet for a total of one thousand (1,000) square feet of roof area, inclusive of any out buildings or structures as set forth in Section 7.29, and as approved pursuant to Article 6 hereof. For those RV/Cabin Lots which do not contain a Park Model Trailer, 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 may be located on such Lots. Recreational vehicles permitted on RV/Cabin Lots include, but are 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, 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. RV/Cabin Lots may not have both a Park Model Trailer and a recreational vehicle located thereon.

(c) Super Premium Pull Thru Lots means Lots 66, 76, 84, 92, 100, 106, 166, 186, 204, 216 of Block "F," 145, 153, 161, 171, 179, 191, 205, 215 of Block "G," 397, 389, 375, 365, 355 of Block "H," as more particularly shown on the recorded subdivision plat(s) for the Community. The Super Premium Pull Thru Lots may contain 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 (excluding covered patios), or other types of overhangs shall be prohibited on Super Premium Pull Thru Lots; provided, however, open area roof extensions for use in connection with a covered patio shall be

permitted as provided in Section 7.29 hereof. Only one (1) recreational vehicle shall be located on a Super Premium Pull Thru Lot at any time.

2.

The Declaration is hereby amended by deleting Article 7, Section 7.29, entitled "Outbuilding and Similar Structures," in its entirety, and replacing it with a new Section 7.29 to read as follows:

7.29 Outbuilding 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. The following structures shall be permitted:

(a) Standard Recreation Vehicle or Trailer Lot. One storage structure of not more than nine (9) feet by six (6) feet by eight (8) feet in height shall be permitted on a Standard Recreation Vehicle or Trailer Lot so long as the same is approved pursuant to Article 6 hereof.

(b) Cabin/RV Lot. One storage structure of not more than ten (10) feet by twelve (12) feet by eight (8) feet in height and an open air roof extension no larger than ten (10) feet by twelve (12) feet for a covered patio at the same height as the storage structure or a gazebo of no more than one hundred fifty (150) square feet shall be permitted on a RV/ Cabin Lot so long as the total amount of roof area does not exceed one thousand (1,000) square feet as set forth in 1.11(b) and the same is approved pursuant to Article 6 hereof.

(c) Super Premium Pull Through Lot. One storage structure of not more than ten (10) feet by twelve (12) feet by eight (8) feet in height and an open air roof extension no larger than ten (10) feet by twelve (12) feet for a covered patio at the same height as the storage structure or a gazebo of no more than one hundred fifty (150) square feet shall be permitted on a Super Premium Pull Thru Lot so long as the same is approved pursuant to Article 6 hereof.

All such structures installed on a Lot shall have green roofs and natural wood walls of lap siding, T1-11 or "D" log and be stained. The finish floor of such structure shall not be more than twelve (12) inches above grade at the lowest point and any contiguous adjacent porch,

regardless of whether it is covered, shall not be more than twelve (12) inches above grade at its lowest point to the ground.

All out buildings and similar structures shall have skirting from the ground to the finished floor to obscure the floor framing system and such skirting shall be of a stained boards, FOE stone work or real stone.

Nothing in this Section shall 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.

3.

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

4.

This Second 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.

5.

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

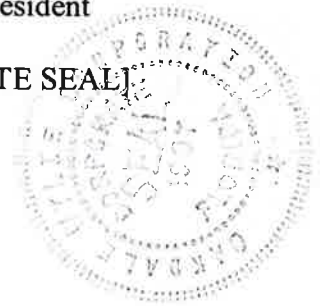
[SIGNATURES ON FOLLOWING PAGE]

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 Second Amendment under seal this 30 day of MAY, 2012.

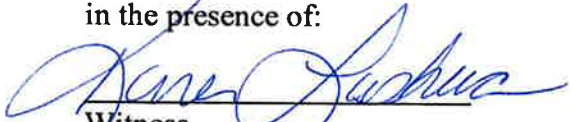
DECLARANT: **OAKDALE WYLIE CORPORATION**, a Florida corporation

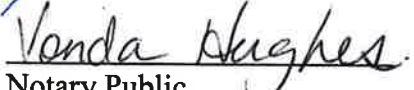
By: 
Clark H. Scherer, III, President

[AFFIX CORPORATE SEAL]



Signed, sealed and delivered in the presence of:


Witness


Notary Public

[AFFIX NOTARY SEAL]

