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UPON RECORDING RETURN TO:
Clark Scherer, Secretary
Oakdale Wiley Corporation
20 River Vista Drive
Dillard, Georgia 30537
706.746.2722

AND
Albert English
17 Chechero Street
Clayton, Georgia 30525

FILED & RECORDED
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Holly E. Henry-Perry, C.S.C.
Rabun County, GA

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

THIS FIFTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR RIVER VISTA MOUNTAIN VILLAGE ("Fifth 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 – 417, 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 594-597, aforesaid records; as
amended by that certain Second Amendment to the Declaration of Protective Covenants, Conditions,
Restrictions, and Easements for River Vista Mountain Village, recorded June 4, 2012, at Deed Book L38,
Pages 117-122, aforesaid records; As amended by that certain Third Amendment to the Declaration of
Protective Covenants, Conditions, Restrictions and Easements for River Vista Mountain Village, recorded
June 26, 2012, at Deed Book N38, Pages 242-245, aforesaid records; As amended by that certain Fourth
Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for
River Vista Mountain Village, recorded May 14, 2020, at Deed Book G47, Pages 542-544, aforesaid
records (hereinafter as supplemental and/or amended from time to time collectively referred to as the
"Declaration"); That certain Fourth Amendment to the Declaration and Protective Covenants,
Conditions, Restrictions and Easements for River Vista Mountain Village, recorded February 6, 2019, at
Deed Book Y45, Pages 100-102 is hereby voided; and

WHEREAS, Article 12, Section 12.6(a) of the Declaration provides that the Declaration may be
amended unilaterally at any time and from time to time by the Declarant; and

WHEREAS, Oakdale Wylie, as the Declarant 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 Fifth 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:

The Declaration is hereby amended by deleting Article 1, Section 1.9 thereof, entitled "Declarant Lots," in its entirety and replacing it with a new Section 1.9 to read as follows: Declarant Lots means Lots 22 and 28 of Block "F" and Lot 424 of Block "J" as more particularly identified on the recorded subdivision plat for the Community, which Lot shall be owned by the Declarant and not subject to all or a portion of the conditions and restrictions set forth herein as more particularly described in Section 7.35 hereof.

2.

The Declaration is hereby amended by deleting Article 1, Section 1.11(b) thereof, entitled "RV/Cabin Lots," in its entirety, and replacing it with a new Section 1.11(b) to read as follows: (b) RV/Cabin Lots means Lots 538, 544, 552, 560, 568, 576, 584, 592, 600, 608, 616, 624, 632, 640, 648, 656 and 664 of Block "A"; Lots 643, 635, 627, 619, 611, 603, 595, 587, 579, 571, 563, 555, 547, 539, 1, 7, 15, 21, 29, 37, 43, 51, 59, 65, 73, 79, 87, and 95 of Block "B"; Lots 1, 5, 10, 11, 16, 19, 22, 25, 30, 35, 38, 39, 41, 46, 49, 54, 55, 60, 61, 68, 71, 76, 77, 82, 90, 96, and 499 of Block "C"; Lots 18, 26, 34, 42, 50, 58, 66, 74, 3, 9, 17, 25, 35, 41, and 473 of Block "D"; Lots 22, 28, 36, 40, 48, and 54 of Block "F"; Lots 336, 356, 368, 380, 390, and 398 of Block "I"; and Lots 438, 446, 454, 462, 468, 474, 482, 490, 498, 504, 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 or Modular Home located on a RV/Cabin Lot shall initially be purchased from River Vista, LLC and shall not be larger than seven hundred fifty (750) 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 or Modular Home, 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 Industry 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 and motorized motor homes (Class A, Class B, Class C), pop up trailers, truck campers, folding camping trailers. 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 or Modular Home and a recreational vehicle located thereon.

3.

The Declaration is hereby amended by deleting Article 7, Section 7.32 thereof, entitled "Building Setback Lines," in its entirety, and replacing it with a new Section 7.32 to read as follows: Building Setback Lines. There is hereby established a ten (10) foot front Lot setback line, three (3) foot rear Lot setback line and three (3) foot side Lot line building setback. No vehicle on a Recreational Vehicle or Trailer Lot may be permanently set up in these setback areas nor may any Park Model Trailers, Modular Homes or additions, decks storage sheds or other outbuildings or similar structures be installed in the setback areas, except in the case of lots that are less than fifty (50) feet in depth may have the front corner of of a Park Model or Modular Home project up to seven (7) feet towards the front property line, leaving a

three (3) foot setback with the front wall of the Park Model or Modular Home protruding nine (9) feet into the required ten (10) foot setback area as shown in the attached Exhibit "A". Provided, however, a Recreational Vehicle temporarily placed on a lot may encroach on the building setback lines. No driveway or recreational vehicle pad, paved concrete gravel or otherwise, shall encroach on the side or the rear setback lines of any lot

4.

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

5.

This Fifth 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.

6.

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 hereby consents to this Fifth Amendment under seal this 9 day of AUGUST, 2022.


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]




Exhibit A

GRAPHIC SCALE
20'

