

FILED & RECORDED  
DATE: 4/24/2023  
TIME: 12:00 PM  
DEED BOOK: L50  
PAGES: 982-985  
FILING FEES: RECN 184987  
Holly E. Henry-Parrus, C.S.O.  
Rabun County, GA

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

Cross Reference: Deed Book: V35  
Page: 364

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

THIS SIXTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR RIVER VISTA MOUNTAIN VILLAGE ("Sixth 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; As amended by that certain Fifth Amendment to the Declaration of Protective Covenants,  
Conditions, Restrictions and Easements for River Vista Mountain Village, recorded August 8, 2022, at  
Deed Book Y49, Pages 917-921, aforesaid records(hereinafter as supplemental and/or amended from  
time to time collectively referred to as the "Declaration"); 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 for any purpose, provided  
however such amendment shall not materially affect the substantive rights of any owner or adversely  
affect title to a lot without the consent of the affected owner; 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; and

**WHEREAS**, This Sixth Amendment does not materially adversely affect the substantive rights of any owner or adversely affect title to a lot;

**NOW THEREFORE**, the undersigned hereby adopt this Sixth 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 1.9 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", Lot 397 of Block "H" and Lot 424 of Block "J", as more particularly identified on the recorded subdivision plats for the Community, which Lots shall be owned by the Declarant, his assigns or affiliate 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, 54 and 60 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 inserting Article 4, Section 12 thereof, entitled Capital Contribution to read as follows: Upon each and every transfer or conveyance of title to a Lot, a working capital contribution in an amount equal to two percent (2%) of the purchase price of the Lot shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association.

The working capital contribution shall constitute a specific assessment against the Lot, shall be in addition to, not in lieu of, the general assessment and shall not be considered an advance payment of such assessment. The working capital contribution may be used by the Association for any purpose which provides a direct benefit to the Community, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the working capital contribution shall not apply to the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but shall apply to the Owner acquiring title to the Lot from the foreclosing Mortgagee.

4.

The Declaration is hereby amended by deleting Article 7, Section 7.35 thereof, entitled "Declarant's Lots," in its entirety, and replacing it with a new Section 7.35 to read as follows: Declarant's Lots. Declarant's Lots may be used for the operation of the sales office, resales, rentals, construction management, housing of any staff used to operate the RV Resort, recreational and/or sales and marketing activities for the Community and for such other purposes determined by Declarant to be in the best interest of the Community.

Declarant's Lots shall not be obligated to pay assessments as provided in Article 4 hereof provided however, at such time as Declarant sells all or any of Declarant's Lots to an Owner other than an affiliate or assigns of Declarant or a successor Declarant, such Lot Owner(s) shall be obligated to pay assessments as provided in Article 4 hereof. Declarant's Lots shall not be subject to the requirements set forth in Article 5 hereof; provided however, Declarant's Lots shall be maintained in a neat and attractive condition consistent with the Community-Wide Standard. In addition, Declarant's Lots shall not be subject to the architectural review requirement set forth requirements set forth in Article 6 hereof and shall be exempt from Sections 7.2 and 7.28 of the Declaration.

5.

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

6.

This Sixth 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.

7.

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

IN WITNESS WHEREOF, Oakdale Wylie, as the Declarant hereby consents to this Sixth Amendment under seal this 19<sup>th</sup> day of APRIL, 2023.

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]



**LISA D. PICKETT**  
Commission # HH 239851  
Expires July 14, 2026