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ANGELA WATSON
CLERK OF SUPERIOR
COURT
OCONEE COUNTY

Georgia, Oconee County.

AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS
COLDWATER CREEK SUBDIVISION, OCONEE COUNTY, GEORGIA

THIS AMENDMENT to the Declaration of Restrictions and Covenants for Coldwater Creek Subdivision in Oconee County, Georgia, made on the date hereinafter set forth by Oconee Coldwater Creek, LLC, a limited liability company under the laws of the State of Georgia, hereinafter "Declarant".

RECITALS

WHEREAS, Declarant has previously executed and recorded the Declaration and Restrictions and Covenants for Coldwater Creek Subdivision submitting property described therein to those provisions, said Declaration being recorded in Deed Book 860, page 231, in the Office of the Clerk of the Superior Court of Oconee County, Georgia, the "Declaration"; and

WHEREAS, the Covenants provide for the submission of additional property, a portion of which the Declarant now wishes to add to the provisions of the Covenants; and

WHEREAS, the Covenants provide for amendments to the Covenants in connection with the addition of such adjoining property; and

NOW THEREFORE, Declarant does hereby amend the provisions of the Declaration as follows:

ARTICLE I

1. Article 1 of the definitions of the Declaration is hereby amended as follows: The definition of Association is hereby deleted and shall henceforth be:

"D. "Association" shall mean and refer to Coldwater Creek Homeowners Association, Inc., a nonprofit Georgia corporation, its successors and assigns."

ARTICLE II

The property described on Exhibit A attached hereto and incorporated herein by reference is hereby made a part of Exhibit A as attached to the Declaration. The real property described in Exhibit A to this Amendment, including the improvements constructed or to be constructed hereon, is hereby made subject to the provisions of the Declaration and the provisions of O.C.G.A. § 44-3-220, *et seq.*, and shall be held, sold, conveyed, transferred, used, occupied and mortgage or otherwise encumbered, subject to the Declaration, for the purposes of protecting the value and the desirability and will show run with the title to the real property hereby made subject to the Declaration and shall be binding on all persons having right, title or interest in all or any portion of the real property now made subject to the Declaration, their respective heirs, legal representatives, successors, successors in title and assigns and shall inure to the benefit and each and every owner of all or any portion thereof. Such property shall be referred to herein as "Pebblebrook".

ARTICLE III

Section 6(a) of Article V is amended to add the following sentence:

"All residences located in Pebblebrook shall contain a minimum of 2200 square feet and shall otherwise be subject to the provisions of this section."

Georgia, Oconee County.

CONSENT

Main Street Bank, holder of that certain Security Deed from security deed from Oconee Coldwater Creek, LLC, to Main Street Bank dated September 6, 2006, recorded in Deed Book 825, page 496, in the Office of the Clerk of the Superior Court of Oconee County, Georgia, hereby consents to the granting of the easement described in the within and foregoing indenture and does hereby subordinate the lien and title of that certain security deed herein described to the title to said easements so described in the within and foregoing indenture granted to the Oconee County, Georgia, in and by the within and foregoing indenture;

What Easement? I've included Deed Book 825 Page 496 for reference

In Witness Whereof, Main Street Bank acting by and through its duly authorized and empowered officers, has caused these presents to be executed, its corporate seal to be hereunto affixed and these presents delivered the day and year set forth in the within and foregoing Indenture.

MAIN STREET BANK

By: [Signature], EVP

Attest: [Signature], AVP

Signed, sealed and delivered
in the presence of:

(Corporate Seal)

[Signature]
Unofficial Witness

[Signature]
Notary Public SHERRY LYNN FOWLER, M.
JACKSON COUNTY, GEORGIA
MY COMMISSION EXPIRES JAN. 30, 2007

