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Georgia, Oconee County.

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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 751, 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

WHEREAS, Declarant previously recorded an Amendment to accomplish the submission of additional property which was recorded in Deed Book 871, page 326, in said Clerk's Office which Amendment inadvertently omitted Exhibit A and the purpose of this Amendment is to restate such previous Amendment and to include Exhibit A as is attached hereto; 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 thereon, 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."

ARTICLE IV

Article VIII of the Declaration is hereby amended to add the following provision:

"K. The private streets located in Pebblebrook shall be governed by the provisions of the Oconee County Land Subdivision Regulations, specifically including, without limitation, Section 502.6.1. When used herein, maintenance of private streets shall include, but not be limited to, road surfacing, shoulders, signs, storm drainage facilities and vegetation control. The Association shall establish a periodic maintenance schedule for the private streets which provides for at least monthly inspection of the private streets for maintenance purposes. The Association shall establish and follow a periodic maintenance schedule sufficient to maintain the private streets in good order and repair which shall include at least monthly inspections for any needed maintenance with any work shown to be needed to be performed as promptly.

L. Each owner of a lot in Pebblebrook acknowledges that no funds of Oconee County are to be used to build, repair or maintain any private street located therein. Each deed to a lot in Pebblebrook shall contain the following language, which is to be acknowledged by any purchaser of such a lot; however, by the purchase of any such lot bound by the Declaration, as amended, such purchaser does thereby acknowledge purchaser's understanding and agreement to such matter:

"The streets serving the above-described property are private streets and no funds of Oconee County or the State of Georgia have been, or will be, used in the construction, repair or maintenance of such private streets. The Coldwater Creek Homeowners' Association bears all responsibility for all such future construction, repair and maintenance, with each individual lot served by such private streets sharing an equal cost therein."

M. All costs associated with the maintenance of the private streets situate in the property submitted by this First Amendment shall be borne by the owners of lots situate in Pebblebrook equally. Costs

for same shall be assessed as special assessments against such lots and shall be otherwise collected as provided for in Article VIII of the Declaration. In no case shall the owners of Lots located in other portions of this subdivision be responsible for the costs of maintenance of such private streets. Such owners of lots shall pay a minimum annual assessment of \$250.00 towards these costs.

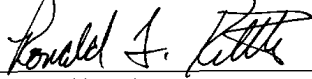
N. The owners of lots in Pebblebrook shall pay all expenses associated with any recreational amenities located within Pebblebrook as a special assessment. Costs for same shall be assessed as special assessments against such lots and shall be otherwise collected as provided for in Article VIII of the Declaration. As to the recreational amenities, on an annual basis, owners of lots situate in the portion of the subdivision originally submitted to the Declaration shall have the option to be treated as an owner of a lot in Pebblebrook and to use such recreational facilities upon payment of any such special assessment. The Board of the Association shall adopt rules applicable to the election of such option which allow for accurate financial planning for such recreational facilities."

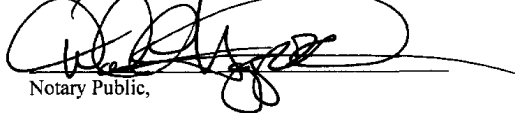
IN WITNESS WHEREOF, the parties hereunto have set their hands, affixed their seals and delivered these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

OCONEE COLDWATER CREEK, LLC


Unofficial Witness

By: 
Ronald F. Kittle, Manager


Notary Public,

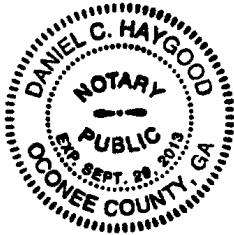


EXHIBIT A

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the 221st District, G.M., Oconee County, Georgia, and being known as Coldwater Creek Phase Two, Pebblebrook at Coldwater Creek, Block B, as shown on plat thereof entitled, "Final Plat for: Coldwater Creek - Phase Two Pebblebrook @ Coldwater Creek - Block B", by Woods & Chastain Surveyors, Inc., dated April 6, 2006, recorded in Plat Book 36, pages 265-268, in the Office of the Clerk of the Superior Court of Oconee County, Georgia, and being all of the property shown on said plat LESS AND EXCEPT the parcel designated thereon as "Outparcel 9.905 acres" and subject to a 60' easement for ingress/egress and utilities designated on said plat as 60' Access Easement leading from the northwesterly end of Turtle Pond Drive to said outparcel and over and upon the streets shown on said plat.