

**SUPPLEMENTARY DECLARATION
COTTON MANOR P.U.D.**

WHEREAS, the undersigned (hereafter "Declarant") is the owner of certain real property located in St. George, Washington County, State of Utah, such property being more particularly described in Exhibit AA" attached hereto and made a part hereof and being referred to herein as the "Property.@"

WHEREAS, Declarant shall cause such Property to be subdivided and platted, to be recorded as Phases 5, 6, and 7 of the Cotton Manor P.U.D. Subdivision.

WHEREAS, Declarant desires to and shall cause such Property to be conveyed subject to those protective covenants, conditions and restrictions as set forth in the declaration of Covenants, Conditions and Restrictions for the Cotton Manor P.U.D., dated June 2, 1994, and recorded in the official records of the Washington County Recorder on June 2, 1995, as Entry No. 00501636, Book 912, Pages 139 through 166 (hereinafter ACovenants@), and any amendments to such Covenants; and

WHEREAS, the Cotton Manor P.U.D. Owners Association (hereafter AAssociation@) has agreed to this Supplementary Declaration, to the addition of the Property to the Covenants, and to the addition of the current and future owners of lots and living units on the Property to the Association on equal footing with the now existing members of the Association, subject to the terms hereof.

NOW, THEREFORE, pursuant to the terms and conditions of the Covenants, including Article XI thereof, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the Covenants and any amendments thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The Covenants shall run to, with and from the Property, shall be binding on all parties having or acquiring any right, title or interest in the Property, and shall inure to the benefit of each such party.

In connection with the addition of the Property, and in accordance with Article XI, Section 1 (iii), it is declared and agreed that the following provisions shall apply to the Property and shall constitute an amendment to the Covenants and any existing amendments thereto:

With the exception of lots 188 through 191 and 193 through 196, the Property shall be developed under the architectural style and as approved by

the City of St. George with regard to the Amended Planned Unit Development of Cotton Manor, dated December 19, 2002.

The eight lots designated on the approved amended development plan as lots 188 through 191 and 193 through 196 will be constructed in architectural styles similar to those units constructed in Phase 4 of the Cotton Manor Planned Unit Development.

Landscaping of the lots on the Property shall provide for a minimum of 200 square feet of grass in the front yard area and at least one tree in the front yard area. The Association will control the irrigation of front yards.

The owner of each Living Unit as defined in the Covenants, and the owner of each unimproved lot on the Property which has been conveyed by the Declarant will be assessed and subject to pay an initial base monthly assessment to the Cotton Manor P.U.D. Owners Association of \$50 per month for the first 12 months after closing on such lot. This fee will be in addition to the lot owners= payment of any utilities which are individually metered to the lot owner, and any applicable cable T.V. With regard to lots within Phase 5, this fee will also be in addition to the lot owners= payment for water metered through the central meter for Phase 5, and proportionally divided. Assessments received by the Cotton Manor P.U.D. Owners Association hereunder shall be allocated to the following costs in the order indicated:

- a. The maintenance of yards and roads in the phases of the development located on the Property; and
- b. A pro-rata share to maintain, improve or enlarge:
 - i. All current common area amenities (pool, tennis court, etc);
 - ii. All roads belonging to the Association;
 - iii. All liability insurance costs for the common areas of the Association; and
 - iv. All other roads in prior phases.

The owners of any of the Property shall be members of the Cotton Manor P.U.D. Owners Association and shall enjoy the same rights and be under the same duties as any other member as set forth in the Covenants, any amendments thereto, and as modified hereunder.


Upon recording of the individual plats creating the subdivisions reflected on the amended development plan as Phases 5, 6, and 7, the Declarant shall convey to the Association, by Quit Claim Deed, any property reserved as common area on such individual plat. Declarant shall discharge all liens and encumbrances on such common areas on or before the sale and closing of the last lot in the last phase to be recorded. Declarant shall improve all common areas according to the plan approved by the City of St George.

By signing below, the Association, through its authorized representative, agrees and warrants that all action needed to be taken in order to add the Property to the Association has been duly and properly taken, the current and future owners of the Property or lots thereon are entitled to membership in the Association to the same extent as any other existing member of the Association, are entitled to the same rights and privileges, and are subject to the same obligations, as any other existing member of the Association, except as modified by this Supplementary Declaration, and that the addition of the Property and the modification of the Covenants as set forth herein have been duly and properly approved by the vote of the Association as required by the Covenants and/or the Articles of Incorporation and Bylaws of the Association. The Association agrees to take any further action requested by the Declarant as is reasonably necessary to carry out the terms hereof and the addition of the Property, including but not limited to, the amendment of the Covenants, Articles or Bylaws of the Association in order to conform the same hereto.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand this 6th day of March, 2003.

Declarant

SPRINGFIELD INVESTMENT, CO.

By 
Thomas Stamos, President

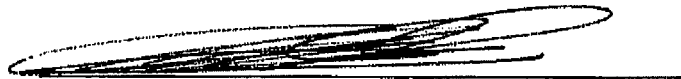
Association

**COTTON MANOR P.U.D OWNERS
ASSOCIATION**

By 
President

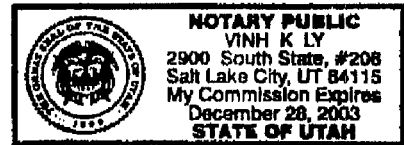
STATE OF UTAH)
)
:SS.
)
COUNTY OF SALT LAKE)

Subscribed and sworn to before me this 6 day of March, 2003, by Thomas Stamos, who acknowledged to me that he is the President of Springfield Investment Co., a Utah corporation, and that he executed the foregoing document on behalf of said corporation by authority of the corporation.

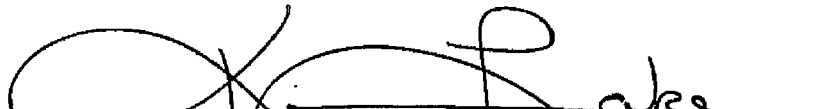


Notary Public

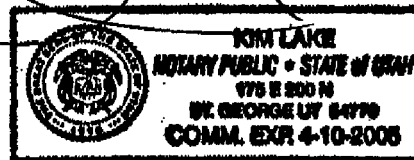
STATE OF UTAH)
)
:SS.
)
COUNTY OF WASHINGTON)



Subscribed and sworn to before me this 10 day of March, 2003, by H. TRACY EYRE, who acknowledged to me that he is the President of the Cotton Manor P.U.D Owners Association, a Utah corporation, and that he executed the foregoing document on behalf of said corporation by authority of the corporation.



Notary Public



BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED S 0°48'49" W ALONG THE SECTION LINE 1747.51 FEET AND N 89°11'11" W 33.00 FEET FROM THE EAST 1/4 CORNER OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF 2450 EAST STREET AND RUNNING THENCE S 0°48'49" W ALONG SAID RIGHT OF WAY LINE 392.99 FEET TO THE NORTHEAST CORNER OF COTTON ACRES PHASE 7, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY; THENCE N 89°19'51" W ALONG THE NORTHERLY BOUNDARY OF SAID COTTON ACRES PHASE 7 1057.87 FEET TO A POINT ON THE EASTERLY BOUNDARY OF COTTON ACRES PHASE 8, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY; THENCE N 0°52'03" E ALONG SAID BOUNDARY 780.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF 350 NORTH STREET; THENCE S 89°22'31" E ALONG SAID RIGHT OF WAY LINE 484.60 FEET TO A POINT ON THE WESTERLY BOUNDARY OF COTTON MANOR PHASE 2; THENCE ALONG THE BOUNDARIES OF COTTON MANOR PHASE 2, 1, AND 4, ACCORDING TO THE OFFICIAL PLATS THEREOF, RECORDS OF WASHINGTON COUNTY, THE FOLLOWING TWENTY-SEVEN (27) COURSES; S 46°25' 39" W 112.66 FEET; THENCE S 43°34'21" E 20.00 FEET; THENCE S 46°25'39" W 236.93 FEET; THENCE S 1°25'39" W 51.77 FEET; THENCE S 88°34'19" E 46.00 FEET; THENCE S 1°25'39" W 115.00 FEET; THENCE S 88°34'21" E 115.00 FEET; THENCE S 55°39'06" E 25.88 FEET; THENCE S 50°92'06" E 77.00 FEET; THENCE N 40°07'24" E 53.00 FEET; THENCE N 66°24'09" E 40.91 FEET; THENCE S 23°35'51" E 23.64 FEET; THENCE S 0°40'09" W 83.00 FEET; THENCE N 89°19'51" 58.22 FEET; THENCE S 0°40'09" W 74.00 FEET; THENCE S 89°19'48" E 126.74 FEET; THENCE N 89°12'26" E 26.02 FEET; THENCE S 89°11'13" E 206.07 FEET; THENCE N 0°48'47" E 91.87 FEET; THENCE N 45°48'47" E 6.47 FEET; THENCE N 11°34'21" W 84.21 FEET; THENCE N 46°25' 39" E 46.09 FEET TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°05'30", A DISTANCE OF 43.24 FEET; THENCE N 63°37'23" E 29.19 FEET; THENCE S 89°11'12" E 42.06 FEET; THENCE N 46°25'39" E 3.51 FEET; THENCE S 89°11'12" E 58.42 FEET TO THE POINT OF BEGINNING. CONTAINS 10.56 ACRES.