

Recorded at the request of:  
Cotton Manor P.U.D. Owners Association

00987375 Bk 1817 Pg 2600  
RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
2005 NOV 23 16:45 PM FEE \$208.00 BY SW  
FOR: JENKINS & JENSEN

**Record against the Property  
described in Exhibit A**

After Recording mail to:  
Jenkins Jensen & Bayles, LLP  
Attn: Bruce C. Jenkins  
1240 East 100 South, Ste. 9  
St. George, UT 84790

**AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF  
COTTON MANOR P.U.D.  
(Rental Restrictions)**

This Amendment to the Declaration of Covenants, Conditions, and Restrictions of Cotton Manor P.U.D. Owners Association (rental restrictions) (this "Amendment"), amends the following: (i) Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Cotton Manor P.U.D., dated June 2, 1995, and recorded June 2, 1995, as Entry No. 00501636, in Book 0912, beginning at Page 0139 (the "Declaration"); (ii) any and all supplements or amendments to the Declaration prior to the date of this Amendment, whether or not such were recorded in the records of the Washington County Recorder. In the event of a conflict between the Declaration, the Bylaws or the Rules & Regulations for the Cotton Manor P.U.D. Association, this Amendment shall control.

This Amendment is undertaken pursuant to Article X, Section 10 and Article XII, Section 4 of the Declaration, and was adopted pursuant to the written consents of not less than sixty-seven percent (67 %) of the Members. Further, holders of first mortgage liens were sent a copy of the Amendment together with a consent from and seventy-five percent (75%) of the said mortgagees gave their written consent as required by Article X, Section 10 of the Declaration.

Owners in the Cotton Manor P.U.D. Association (the "Association") were also given notice of the requirements under Utah Code Ann. Section 16-6a-707 for taking action without meetings. A true and correct copy of such notice is attached hereto and incorporated herein as Exhibit "B".

This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder (the "Amendment Date").

As used herein, "Board" shall mean and refer to the Board of Directors of Cotton Manor P.U.D. Association.

The following amendment adds a Section 13 to Article VII of the Declaration.

Section 13. Lease Restrictions. Notwithstanding anything to the contrary contained in the Declaration, the leasing of any residence/Lot (hereinafter collectively referred to as a "Lot") within the Cotton Manor P.U.D. Properties shall be governed by this Article VII, Section 13, being supplemented and hereby amended.

(a) PURPOSE AND PROHIBITION. IN ORDER TO INCREASE THE FUTURE AVAILABILITY OF FINANCING FOR THE PURCHASE/SALE OF LOTS WITHIN THE COTTON MANOR P.U.D., TO PROMOTE THE AVAILABILITY OF INSURANCE FOR THE ASSOCIATION AND ITS MEMBERS AT REASONABLE RATES, TO ATTEMPT TO MAXIMIZE THE PROPERTY VALUES WITHIN THE COTTON MANOR P.U.D. PROPERTIES, AND TO PROMOTE A SENSE OF COMMUNITY BY AND THROUGH OWNER-OCCUPANTS, FROM AND AFTER THE AMENDMENT DATE NO OWNER SHALL BE ABLE TO LEASE HIS LOT OR ANY PORTION THEREOF, EXCEPT AS SPECIFICALLY PROVIDED BELOW. THE INTENT OF THIS AMENDMENT IS TO PROVIDE THAT AT SOME TIME AFTER THE AMENDMENT DATE THERE WILL ULTIMATELY BE NO LOTS THAT ARE NOT OWNER-OCCUPIED AND THAT ALL LEASING OF LOTS WITHIN THE COTTON MANOR PLANNED UNIT DEVELOPMENT WILL ULTIMATELY BE ELIMINATED, SUBJECT TO THE RIGHT OF AN OWNER TO OBTAIN A HARDSHIP EXEMPTION.

(b) APPLICATION FOR GRANDFATHERING. Within forty-five (45) calendar days of the Amendment Date, each Owner who was leasing his Lot on the Amendment Date and who desires to continue to lease his Lot, must complete and execute the form attached hereto as Exhibit C (the "Notice of Intent to Continue Leasing"). An Owner who fails to timely deliver the Notice of Intent to Continue Leasing to the Board shall lose the right to lease the Owner's Lot, which loss of the right to lease shall be effective as of the time the current lessees of the Owner's Lot vacate the premises.

(c) GRANDFATHERING. Any Owner who timely returns to the Board a complete and accurate Notice of Intent to Continue Leasing, shall have the right to continue to Lease such Lot until the earlier of the following:

- (i) The Lot becomes Owner-Occupied (as defined below),
- (ii) The Lot is sold, or
- (iii) The Owner is in violation of this Section 8.14, including without limitation the failure to advise the Board of the execution of a lease and to provide a copy thereof to the Board.

For purposes hereof, a Lot shall be deemed "Owner-Occupied" if

- (i) The Owner or any member of his immediate or extended family occupies the Lot for a period of seven days or more in any ten consecutive day period;
- (ii) The Owner is a corporation, limited partnership, limited liability company, general partnership, trust or other legal entity and such entity designates in writing to the Board the primary resident of the

Lot which must be an officer, manager, member or partner of the legal entity. Such entities may not utilize the Lot in any form of fractionalized use.

(d) EXTENSION OF GRANDFATHERING DURING VACANCY. An Owner in compliance with this Amendment may continue to lease the owner's Lot even if the lessees change or the Lot remains unoccupied in between lease terms, provided the Lot does not become Owner-Occupied at any time after the Amendment Date. An Owner must comply with all the covenants and conditions of this Amendment to be able to Lease the owner's Lot

(e) HEIRS AND GRANDFATHERING. Lot which is being Leased by an Owner at the time of the Owner's death and is passed to the heirs of such Owner by intestacy or testamentary instrument, may continue to be Leased until the heirs sell the Lot or it becomes Owner-Occupied. Subject to subsection (f) below, the purchaser shall not have the right to lease the lot.

(f) SALE OF GRANDFATHERED LOT. Notwithstanding anything to the contrary herein, if an Owner sells his Lot at a time when a Lease is in effect with respect to that Lot, the Lease shall continue to its termination. However, the purchaser of the Lot shall not have the right to lease the Lot after such purchaser takes title to the Lot, except for the remainder of the term of the Lease in place at the time of sale.

(g) TERMS OF LEASE. Any agreement for the leasing or rental of a Lot (both above and hereafter referred to as a "Lease") shall be in writing and shall provide that the terms of such Lease shall be subject in all respects to the provisions of the Declaration, this Amendment, the Articles, the Bylaws, the Rules & Regulations and any other governing documents of the Association (collectively the "Governing Documents"). Any failure by the lessee to comply with the terms of the Governing Documents shall be a default under the Lease. Owners with the right to Lease their lots shall be responsible for assuring compliance by such Owner's lessee(s) with the Governing Documents and the Lease. Failure of an Owner to cure the lessee's default within fifteen (15) calendar days after receiving written notice from the Board of such default, shall entitle the Association, through the Board, to take any and all such action, including the institution of proceedings in unlawful detainer and/or eviction, on behalf of such Owner against his lessee.

(h) NOTIFICATION OF LEASE. Immediately upon entering into a Lease, an Owner shall furnish the Board with (i) a copy of such Lease (with the lease amount redacted, if desired by the lessee or Owner), (ii) the telephone number of the lessee, and (iii) any change in the address or telephone number of the Lot Owner. As soon as practicable after receiving such notification that an Owner has entered into a Lease, the Owners shall, and the Board may, cause copies of the Governing Documents to be delivered to such lessee. (The Governing Documents shall be binding on the lessee whether or not the Owner or the Board delivers the Governing Documents to the lessee.) Failure by an Owner or the Board to

provide the information in this subparagraph (h) shall be deemed a default hereunder by such Owner. In the event of a default under this subparagraph (h), the Board may, after affording the Owner an opportunity to be heard, levy a fine against such Owner in an amount determined by the Board, but in no event less than One Hundred Dollars (\$100.00). The Owner shall have fifteen (15) calendar days after receiving written notice of default from the Board to either pay the fine or request a hearing before the Board. If the fine is not timely paid or a hearing requested or the Board finds the Owner in violation after a hearing, the Board shall be entitled to exercise all of its rights hereunder and under the law, including without limitation to (i) levy continuing fines against any Owner for each day the violation continues, each day being considered a separate violation, (ii) collect such fines, costs and attorney's fees incurred in connection therewith, and (iii) deem the Owner in violation and terminate all further rights of the Owner to Lease the Lot.

(i) NO TRANSIENT LODGING. No Lot shall be Leased for hotel or transient purposes. A Lease for a period of less than six (6) months shall be deemed to be for transient purposes. No Owner or lessee shall lease less than his entire Lot. Any Lease of a Lot shall be in writing and shall include an acknowledgment by the lessee of the applicability of all the Governing Documents. Copies of all Leases shall be provided to the Board for its records, as set forth above.

(j) HARDSHIP If, at any time after the Amendment Date, an Owner believes that a hardship is being endured (the "Hardship") pursuant to which such Owner needs to Lease the Owner's Lot, the Owner may apply to the Board for a Hardship exemption from the leasing restrictions contained in this Amendment. If an Owner decides to apply for a Hardship exemption, such Owner must take the following steps:

(i) Application. The Owner must submit a request in writing to the Board requesting a Hardship exemption setting forth in detail the reasons why such Owner should be entitled to same.

(ii) Approved Exemptions. The following four Hardship exemptions shall be deemed expressly approved for up to a maximum of one (1) year, with the opportunity to obtain not more than two (2) one year extensions upon application to and approval from the Board, provided the Owner provides proof of engagement in one or more of the following for each application or extension:

1. Religious service;
2. Government and military service;
3. Civic/Humanitarian service; and
4. The Owner is a mortgagee who has acquired title to the Lot back through foreclosure or otherwise.

(iii) Conditional Exemptions. In addition to the foregoing exemptions set forth in subsection (ii) above, if based on the information supplied to the Board by

the Owner, the Board finds, in its sole discretion, that a reasonable Hardship exists, the Board may grant a waiver of lease restrictions up to a maximum of one (1) year.

(iv) Hardship Factors. The types of Hardships that the Board may consider under subsection (iii) above, shall include, but not be limited to, Hardships for a death in the family, transfers for jobs, or one or more significant medical treatments for an Owner or an immediate family member of the Owner (such as a spouse or child) or for a person who resided with the Owner in the Owner's unit, that requires the Owner to be away from the Owner's unit during the medical treatment. The Board, in its sole discretions, may determine if a Hardship exemption shall be granted.

(v) Application for Extension of Exemptions. In the event an Owner has been granted a Hardship exemption, such Owner must reapply within thirty (30) days of the expiration of such Hardship exemption, if such Owner wishes to request an extension thereof. The Board, in its sole discretion, may decide if an extension for such Hardship exemption shall be granted. However, in no event shall the Hardship be extended beyond a period of three (3) years.

(vi) Limit of Exemptions. In no event shall more than two (2) Hardship exemptions, not including extensions, be given to an Owner.

(vii) Leasing During Exemption. Any Lease entered into under this Subsection (j) shall be in writing and for a period of no less than ninety (90) days, and no more than one (1) year. The Lease will be subject to and must comply with all other requirements of this Amendment.

(k) ASSOCIATION RIGHT TO LEASE. The Board shall have the right to lease any Association owned Lots or any Lot which the Association has possession of, pursuant to any court order or foreclosure (judicial or non-judicial), and said Lots shall not be subject to this Amendment.

(l) COMPLIANCE WITH GOVERNING DOCUMENTS AND DEFAULT. Any Owner who shall lease his Lot shall be responsible for assuring compliance by such Owner's lessee(s) with the Governing Documents. Failure by an Owner to take legal action, including the institution of proceedings in Unlawful Detainer and/or Eviction against the lessee in violation of the Governing Documents within fifteen (15) calendar days after receipt of written demand from the Board to take action against the lessee(s) in violation, shall entitle the Association, through the Board, to take any and all action available in law or equity, including without limitation the institution of proceedings in Unlawful Detainer/Eviction, on behalf of such Owner against his lessee. Additionally, if any Owner leases his Lot in violation of this Amendment, then after providing the Owner with the appropriate notice and hearing as required by law, the Owner fails to institute proceedings in Unlawful Detainer/Eviction against the lessee to have him removed from the Owner's Lot,

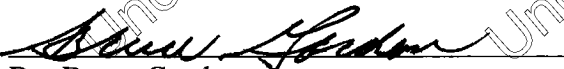
then the Association may, but shall not have an obligation to, institute proceedings in Unlawful Detainer/Eviction on behalf of the Owner against the lessee to have the lessee evicted from the property. Any expenses incurred by the Association in enforcing this Amendment, including attorneys fees and costs of suit, shall be repaid to the Association by such Owner. Failure of such Owner to make such repayment within fifteen (15) days after receipt of written demand thereof, shall entitle the Board (i) to levy and add to the assessment against such Owner and his Lot, all expenses incurred by the Association and to foreclose the assessment lien according to Utah law; or (ii) to file suit to collect the amounts due and owing, or both.

(m) **POWER OF ATTORNEY.** In the event an Owner fails to enforce the terms of that Owner's Lease and the covenants and conditions of this Amendment, such Owner hereby appoints the Association as its limited attorney in fact for the purposes of filing and prosecuting any proceeding in Unlawful Detainer/Eviction that the Association elects to commence pursuant to the terms of this Amendment.

(n) **NOTICE.** Notices required hereunder shall be deemed given three (3) days after placing the same in the U.S. First Class Mail, postage pre-paid, to the last address of the Owner known to the Association. An Owner shall be obligated to notify the Association in writing of the Owners correct address and any change in address.

IN WITNESS WHEREOF, on the 2 day of NOVEMBER, 2005, the President of the Association hereby represents that attached to this Amendment are the signed consents of not less than sixty-seven percent (67%) of all the Owners and seventy-five percent (75%) of the first Mortgagees.

COTTON MANOR P.U.D. OWNERS ASSOCIATION, a  
Utah nonprofit corporation



By: Bruce Gordon  
Its: President



## EXHIBIT A

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Cotton Manor P.U.D. effects the following real property, all located in Washington County, State of Utah:

All of the lots according to the Official Plat for Cotton Manor, Phase 3, filed in the records of the Washington County Recorder on June 2, 1995, as Entry No. 501635, in Book 912, at Page 138; (Affecting parcel nos.: SG-CTM-3-125 through SG-CTM-3-126);

All of the lots according to the Official Plat for Cotton Manor, Phase 4, filed in the records of the Washington County Recorder on October 29, 1996, as Entry No. 547906, in Book 1047, at Page 408; (Affecting parcel nos.: SG-CTM-4-192; and SG-CTM-4-200 through SG-CTM-4-217);

All of the lots according to the Official Plat for Cotton Manor, Phase 5, filed in the records of the Washington County Recorder on April 14, 2003, as Entry No. 813938, in Book 1537, at Page 2266; (Affecting parcel nos.: SG-CTM-5-180 through SG-CTM-5-191; SG-CTM-5-193 through SG-CTM-5-199 and SG-CTM-5-218);

All of the lots according to the Official Plat for Cotton Manor, Phase 6, filed in the records of the Washington County Recorder on July 16, 2004, as Entry No. 890336, in Book 1655, at Page 641; (Affecting parcel nos.: SG-CTM-6-175 through SG-CTM-6-179 and SG-CTM-219 through SG-CTM-236);

All of the lots according to the Official Plat for Cotton Manor, Phase 7 on file in the records of the Washington County Recorder; (Affecting parcel nos.: SG-CTM-7-153 through SG-CTM-7-174 and SG-CTM-7-237 through SG-CTM-7-243).



## EXHIBIT B

**LEGAL NOTICE  
FOR TAKING WRITTEN CONSENTS  
WITHOUT A MEETING TO APPROVE THAT CERTAIN  
AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF COTTON MANOR P.U.D.  
(Leasing Restrictions)**

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cotton Manor P.U.D. (the "Amended and Restated Declaration") requires the taking of written consents of at least sixty-seven percent (67%) of all members to amend the Declaration and to adopt the Amendment to the Declaration of Covenants, Conditions and Restrictions of Cotton Manor P.U.D. relating to restrictions on leasing (the "Amendment").

Utah Code Ann. Section 16-6a-707 allows for the taking of written consents without a meeting of the members, provided the following are met:

1. The consents are signed by the number of members and mortgagees required to take the action if a meeting were held, in this instance sixty-seven percent (67%) of the members and seventy-five percent (75%) of the Mortgagees.
2. Unless 100% of the members and Mortgagees sign a written consent, (67%) of the written consents of the members and seventy-five percent (75%) of the Mortgagees must be obtained within a sixty (60) day period commencing on the date the first consent is executed.
3. The effective date of the Amendment will be the date the Amendment is recorded in the records of the Washington County Recorder.
4. Consents once given may only be revoked in a writing signed by the member(s) that references the Amendment, that states the member's prior written consent is revoked, and that is received by the Association prior to the expiration of the sixty (60) day period.

You are hereby given notice that if at least sixty-seven percent (67%) percent of the members and seventy-five percent (75%) of the Mortgagees consent in writing to the Amendment within the sixty (60) day period, that the Cotton Manor P.U.D Owners Association, through its Board, will immediately cause the Amendment to be recorded in the records of the Washington County Recorder.

A copy of this Legal Notice has been attached as Exhibit B to the Amendment.

EXHIBIT C

NOTICE OF INTENT TO CONTINUE LEASING  
(Cotton Manor P.U.D. Owners Association)

TO ALL OWNERS:

DATE: \_\_\_\_\_

That certain Amendment to the Declaration of Covenants, Conditions, and Restrictions of Cotton Manor P.U.D. (rental restrictions) (the "Amendment") has been adopted the membership of Cotton Manor P.U.D. Owners Association. Among other matters, the Amendment prohibits the leasing of Dwelling Units, subject to hardship exemptions and grandfathering Dwelling Units leased at the time the Amendment was approved and recorded in the records of the Washington County Recorder.

For those Owners seeking grandfathered status for the Dwelling Unit(s) owned by them which were leased at the time the Amendment was adopted, you must return this completed form within forty-five (45) from the date of this NOTICE in the attached self-addressed envelope to the Cotton Manor HOA, c/o Preferred Property Management, 243 E St George Blvd #200, St. George UT 84770. If you fail to do so, your right to lease your Dwelling Unit(s) will lapse and terminate.

REGISTRATION INFORMATION

1. Names of Lessees

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

2. Telephone numbers of Lessee

- a. Home: \_\_\_\_\_
- b. Work: \_\_\_\_\_
- c. Mobile: \_\_\_\_\_

3. Telephone numbers of Owner

- a. Home: \_\_\_\_\_
- b. Work: \_\_\_\_\_
- c. Mobile: \_\_\_\_\_

4. Current address of Owner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Copy of Lease: a true and correct copy of the lease, with the rate deleted at the owners discretion, must be attached. Each time there is a new Lessee, Owner must provide a new copy of the Lease.

I/We the Owner(s) of Lot(s) \_\_\_\_\_ hereby verify that the above information is true, accurate and complete.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

(Sign) \_\_\_\_\_

(Sign) \_\_\_\_\_

(Print) \_\_\_\_\_

(Print) \_\_\_\_\_

**CONSENT**

I/We being the Owner(s) of Lot <sup>#</sup>125 in the COTTON MANOR P.U.D. hereby  
[  DO [ ] DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 02 day of August 2005.

David H. Spick  
Georgia Spick

**CONSENT**

I/We being the Owner(s) of Lot 126 in the COTTON MANOR P.U.D. hereby  DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*


DATED this 2<sup>nd</sup> day of August, 2004. Wheat Family Trust  
Charles A Wheat Trustee  
Darlene Wheat, Trustee

**CONSENT**

I/We being the Owner(s) of Lot 175 in the COTTON MANOR P.U.D. hereby  DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 11 day of Aug., 2005.

  
\_\_\_\_\_

**CONSENT**

I/We being the Owner(s) of Lot 176 in the COTTON MANOR P.U.D. hereby  DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 7 day of AUGUST, 2005.

Pat K

\_\_\_\_\_  
\_\_\_\_\_

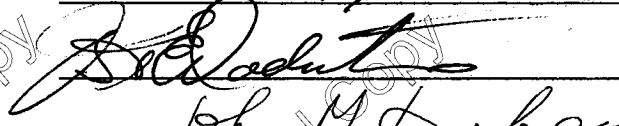
**CONSENT**

I/We being the Owner(s) of Lot 177 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 30 day of July, 2005.

Maria H. Dodeub



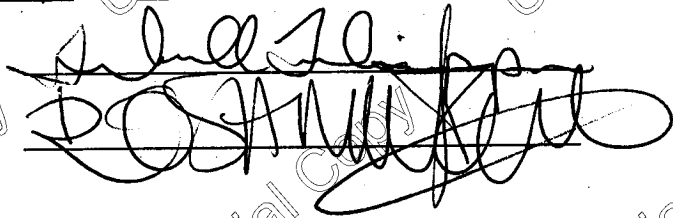
John M. Dubois  
Maria Ann Dubois

**CONSENT**

I/We being the Owner(s) of Lot 178 in the COTTON MANOR P.U.D. hereby  DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 13 day of August, 2000.







**CONSENT**

I/We being the Owner(s) of Lot 179 in the COTTON MANOR P.U.D. hereby  DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 23 day of August, 2000

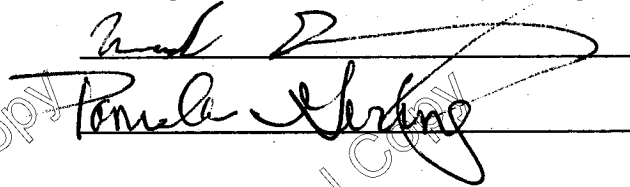
  


**CONSENT**

I/We being the Owner(s) of Lot 181 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 12 day of August, 2005.

  
\_\_\_\_\_

**CONSENT**

We being the Owner(s) of Lot 182 in the COTTON MANOR P.U.D. hereby **[X] DO NOT (CHECK ONE)** approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 12 day of AUGUST, 2005.

X TORR COUPE

X \_\_\_\_\_

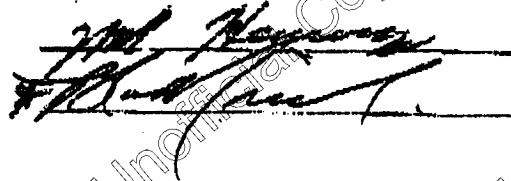
00987375 Bk 1817 Pg 2619

**CONSENT**

I/We being the Owner(s) of Lot 183 in the COTTON MANOR P.U.D. hereby  
 DO  **DO NOT (CHECK ONE)** approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supersedes any prior Consents on this matter.*

DATED this 8 day of AUGUST, 2005



**CONSENT**

I/We being the Owner(s) of Lot 184 in the COTTON MANOR P.U.D. hereby  DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 26 day of Aug, 2005

X John P. Jolley  
X \_\_\_\_\_

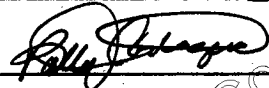
**CONSENT**

I/We being the Owner(s) of Lot 185 in the COTTON MANOR P.U.D. hereby  DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 26 day of Aug, 2005.

X   
\_\_\_\_\_

X   
\_\_\_\_\_

**CONSENT**

I/We being the Owner(s) of Lot 186 in the COTTON MANOR P.U.D. hereby ~~I~~ DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 7 day of 29, 2005

Mary Andersen

**CONSENT**

I/We being the Owner(s) of Lot 187 in the COTTON MANOR P.U.D. hereby  
[] DO [ ] DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 26 day of August, 2005.

Aida Cabelan-Hunter  
AIDA CABELAN - HUNTER




**CONSENT**

I/We being the Owner(s) of Lot 188 in the COTTON MANOR P.U.D. hereby  
[ ] DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 7<sup>TH</sup> day of AUGUST, 2005

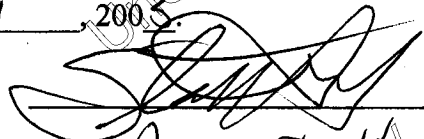
X  \_\_\_\_\_  
JEFF RAYBOULD

**CONSENT**

I/We being the Owner(s) of Lot 189 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 5 day of Aug, 2005.

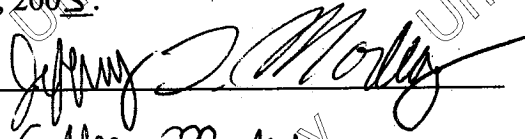
  
\_\_\_\_\_  
Wade B. Hedges

**CONSENT**

I/We being the Owner(s) of Lot 191 in the COTTON MANOR P.U.D. hereby  DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 15 day of August, 2005.

  
\_\_\_\_\_  
Callee Morley

**CONSENT**

I/We being the Owner(s) of Lot 192 in the COTTON MANOR P.U.D. hereby  DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 3 day of Aug, 2005.

Roelina Greenholgh

\_\_\_\_\_

**CONSENT**

I/We being the Owner(s) of Lot 193 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 30<sup>th</sup> day of July, 2005.

Garth M. Huggard  
Lee G. Huggard

**CONSENT**

I/We being the Owner(s) of Lot 195 in the COTTON MANOR P.U.D. hereby ~~DO~~  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 1 day of Sep., 2005.

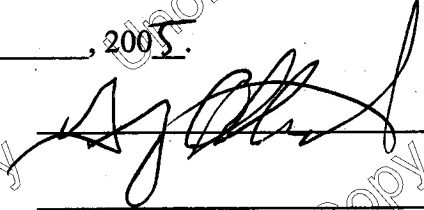
MaDee Kenney  
\_\_\_\_\_

**CONSENT**

I/We being the Owner(s) of Lot 196 in the COTTON MANOR P.U.D. hereby  DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 6 day of Aug, 2005.

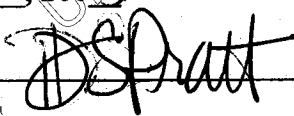
  
\_\_\_\_\_

**CONSENT**

I/We being the Owner(s) of Lot 197 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 9 day of August, 2005

  
\_\_\_\_\_

Unofficial Copy



**CONSENT**

I/We being the Owner(s) of Lot 198 in the COTTON MANOR P.U.D. hereby  
[ ] DO [X] DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 9th day of August, 2005.

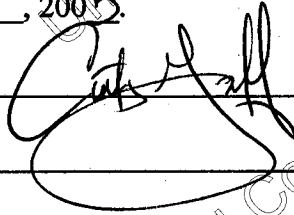
Rhannon Blackburn  
Anthony [Signature]

**CONSENT**

I/We being the Owner(s) of Lot 199 in the COTTON MANOR P.U.D. hereby  
[ ] DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 14 day of August, 2005.

  
\_\_\_\_\_  
\_\_\_\_\_

CONSENT

I/We being the Owner(s) of Lot 200 in the COTTON MANOR P.U.D. hereby  
[ ] DO ~~X~~ DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).

*This Consent supercedes any prior Consents on this matter.*

DATED this 11 day of Aug, 2005.

X Diana J. Paybold  
X Robert D. [Signature]

if you are having problems with renters please find a good  
solution not a bad solution that punishes investors or future investors.  
People make a community not more rules had I been invited to  
attend your meetings when you made this overpowering exercise of poor judgement  
I would have pointed out in many ways that this is not in the best interest of  
Cotton Manor

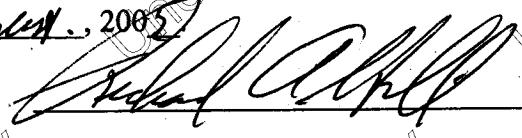
Why wasn't I, a property owner, notified  
of previous meetings to discuss this?  
Was it a secret meeting? This was  
my 1st notice. Also - why is the  
common area next to my home STILL  
not done? I can't quit my job to move  
there. I have 4 more years before I  
can retire and my plan was to  
retire to Cotton Manor. Now you are  
creating a hardship for me.

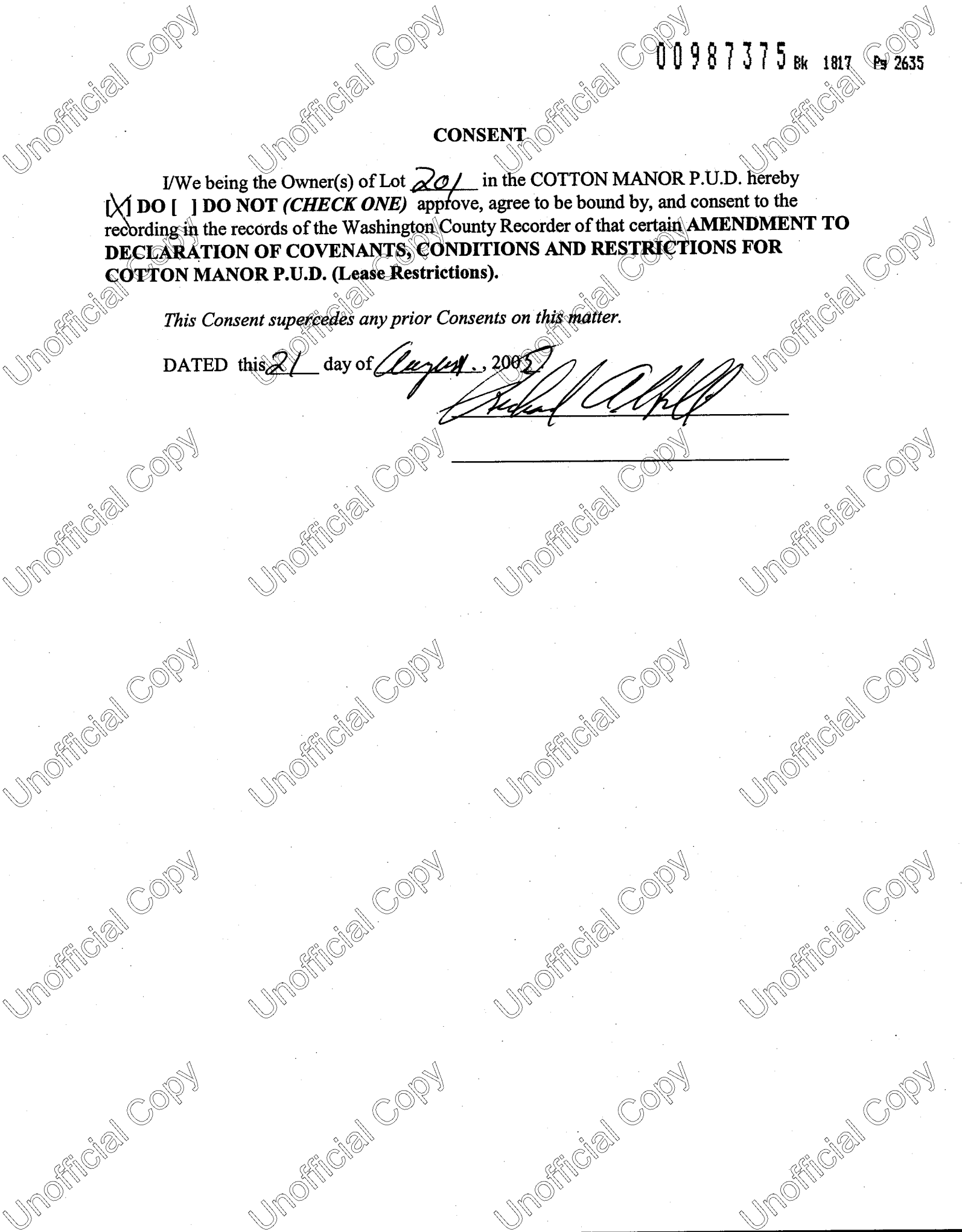
**CONSENT**

I/We being the Owner(s) of Lot 201 in the COTTON MANOR P.U.D. hereby  DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 21 day of August, 2005.

  
\_\_\_\_\_

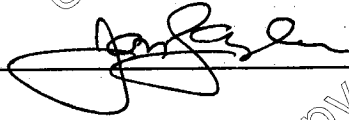


**CONSENT**

I/We being the Owner(s) of Lot 203 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 17 day of August, 2005.

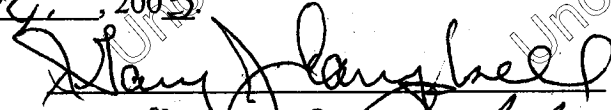

  
\_\_\_\_\_  
\_\_\_\_\_

**CONSENT**

I/We being the Owner(s) of Lot 204 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 7 day of Aug., 2005

**CONSENT**  
**207**

I/We being the Owner(s) of Lot 210 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 3 day of August, 2005.

Erin Frodsham

Heidi M. Frodsham

**CONSENT**

I/We being the Owner(s) of Lot 208 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 5 day of Aug, 2005.

Robert J Milne  
Adey Milne



**CONSENT**

I/We being the Owner(s) of Lot 209 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 26 day of August, 2005

Paul R. Southwick  
Suzanne Southwick

**CONSENT**

I/We being the Owner(s) of Lot 211 in the COTTON MANOR P.U.D. hereby  
[  DO [ ] DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 3 day of 8, 2005.

Gary L. Kunz  
Erabel M. Kunz

**CONSENT**

I/We being the Owner(s) of Lot 212 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 8 day of Aug, 2005.

Robert D Hudson

\_\_\_\_\_

**CONSENT**

I/We being the Owner(s) of Lot 213 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 20 day of August, 2005

*Marjorie M. Hogg Anderson*

X \_\_\_\_\_

**CONSENT**

I/We being the Owner(s) of Lot 214 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 30<sup>th</sup> day of July, 2005.

Garth M. Huggard  
Jae G. Huggard

**CONSENT**

I/We being the Owner(s) of Lot 215 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 4 day of Aug., 2005

Charles B. Fullmer

x Janet R. Fullmer

**CONSENT**

I/We being the Owner(s) of Lot 216 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 23 day of Aug, 2005

L. Michelle Bridges  
L. Michelle Bridges

**CONSENT**

I/We being the Owner(s) of Lot 217 in the COTTON MANOR P.U.D. hereby  DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 10 day of Aug, 2005.

*Harold B. Gordon*

Kathryn Gordon



**CONSENT**

I/We being the Owner(s) of Lot 218 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 7 day of Sept, 2005.

Kole W. Stakele  
\_\_\_\_\_

09/22/2005 22:26 FAX 4356889408

ALMEGA HOMES INC.

12003

09-22-05 16:28

From-JENKINSJENSENWAYLESLLPIC

4888748008

T-488 P.02/02 P-888

00987375 Bk 1817 Pg 2649

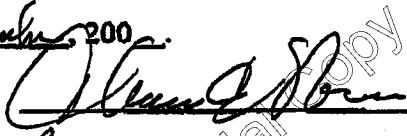
SG-CTM-6

**CONSENT**

I/We being the Owner(s) of Lots 219, 220, 222, 223,  
224, 225, 226, 227, in the COTTON  
228, 229 and all Lots in Phase 7  
MANOR P.U.D. hereby  
 DO  DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 22<sup>nd</sup> day of September, 2005.

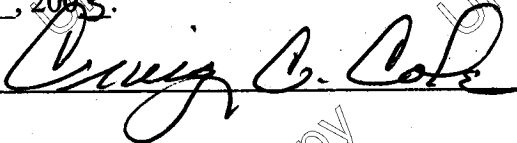
  
\_\_\_\_\_  
President Springfield Investment, Inc.

**CONSENT**

I/We being the Owner(s) of Lot 221 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 3 day of Aug, 2005.

  
\_\_\_\_\_

**CONSENT**

I/We being the Owner(s) of Lot 230 in the COTTON MANOR P.U.D. hereby  DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 15 day of Sept., 2005.

Chris A. Cherry  
Kristy Cherry

#231

00987375 Bk 1817 Pg 2652

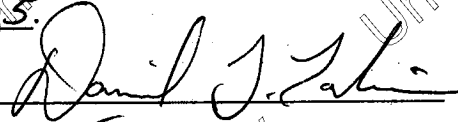
**CONSENT**

I/We being the Owner(s) of Lot 231 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 17 day of August, 2005.

Daniel Tobrasson




**CONSENT**

I/We being the Owner(s) of Lot 232 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 17 day of August, 2005.

  
\_\_\_\_\_  
NEEL BLAKE

  
\_\_\_\_\_

**CONSENT**

I/We being the Owner(s) of Lot 233 in the COTTON MANOR P.U.D. hereby  
 DO  DO NOT (CHECK ONE) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions).**

*This Consent supercedes any prior Consents on this matter.*

DATED this 30 day of July, 2000.

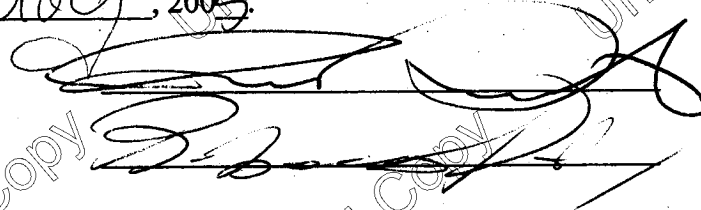


**CONSENT**

I/We being the Owner(s) of Lot 234 in the COTTON MANOR P.U.D. hereby  DO  DO NOT (**CHECK ONE**) approve, agree to be bound by, and consent to the recording in the records of the Washington County Recorder of that certain **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 18 day of Aug, 2005.

A large, stylized handwritten signature in black ink, appearing to be a cursive name, positioned above a horizontal line.



**CONSENT**

I/We being the Owner(s) of Lot 236 in the COTTON MANOR P.U.D. hereby  
[ ] DO [X] DO NOT (*CHECK ONE*) approve, agree to be bound by, and consent to the  
recording in the records of the Washington County Recorder of that certain **AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTON MANOR P.U.D. (Lease Restrictions)**.

*This Consent supercedes any prior Consents on this matter.*

DATED this 6 day of August, 2005.

Jessie Rose Mansura  
Stephanie Mansura

**CONSENT**

Country wide Financial Corporation  
1800 Tapo Canyon Rd.  
Mail Stop SV79  
Simi Valley, CA 93063  
Re: MIN 100052599997067901

Country wide Financial Corporation, being the first mortgagee or assignee of record for  
Lot 117 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 24 day of August, 2005.

By: Art White

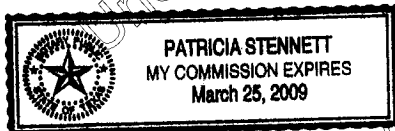
Its: AVP Customer Support

STATE OF TEXAS )

:ss.

County of COLLIN )

On this 24<sup>th</sup> day of August, in the year 2005, before me  
PATRICIA STENNETT, a notary public, personally appeared  
ARTIS WHITE, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.



Patricia Stennett  
Notary Public

**CONSENT**

Homecomings Financial Network, Inc.  
1687 114<sup>th</sup> Avenue SE #100  
Bellevue, WA 98004  
Re: Loan No. 042-239239-9

Homecomings Financial Network, Inc., being the first mortgagee or assignee of record for Lot 121 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

DO

DO NOT

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 27 day of September, 2005.

By: Gail M. Ramberg  
Gail Ramberg

Its: Vice President



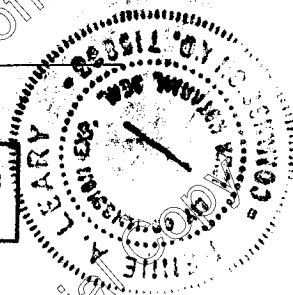
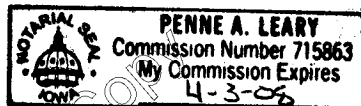
STATE OF Iowa )

:ss.

County of Polk )

On this 28<sup>th</sup> day of September, in the year 2005, before me Penne A. Leary, a notary public, personally appeared Gail Ramberg, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.

Penne A. Leary  
Notary Public



**CONSENT**

Country wide Financial Corporation  
1800 Tapo Canyon Rd.  
Mail Stop SV79  
Simi Valley, CA 93063  
Re: MIN 1000703-0000302312-1

Country wide Financial Corporation, being the first mortgagee or assignee of record for  
Lot 130 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 24 day of August, 2005.

By: Art White

Its: AVP Customer Support

STATE OF TEXAS )

:ss.

County of COLLIN )

On this 24<sup>th</sup> day of August, in the year 2005, before me  
PATRICIA STENNETT, a notary public, personally appeared  
ARTIS WHITE, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.



Patricia Stennett  
Notary Public

CONSENT

Sunset Mortgage Company  
3 Dickson Drive  
Chadds Ford, PA 19317  
Re: Loan No. 4111005

Sunset Mortgage Company, being the first mortgagee or assignee of record for Lot 132 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

DATED this 30 day of August, 2005.

By: David Phillips

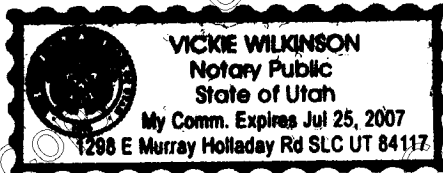
Its: \_\_\_\_\_

STATE OF Utah

County of Salt Lake :ss.

On this 30 day of August, in the year 2005, before me Vickie Wilkinson, a notary public, personally appeared David Phillips, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.

Vickie Wilkinson  
Notary Public



**CONSENT**

Country wide Financial Corporation  
1800 Tapo Canyon Rd.  
Mail Stop SV79  
Simi Valley, CA 93063  
Re: MIN 1000327-0000396423-1

Country wide Financial Corporation, being the first mortgagee or assignee of record for  
Lot 135 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 14<sup>th</sup> day of September, 2005.

By: Artis White

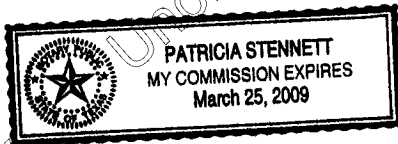
Its: APC Customer Support

STATE OF TEXAS )

:ss.

County of COLLIN )

On this 14<sup>th</sup> day of SEPTEMBER, in the year 2005, before me  
PATRICIA STENNETT, a notary public, personally appeared  
ARTIS WHITE, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.



Patricia Stennett  
Notary Public

**CONSENT**

Irwin Mortgage Corporation  
110500 Kincaid Drive  
Fishers, IN 46038-9515  
Re: MIN 1001382-0200002930-1

Irwin Mortgage Corporation, being the first mortgagee or assignee of record for Lot 137 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

DO

DO NOT

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 5th day of August, 2005.

By: Tamara Cunningham

Its: Tamara Cunningham, First Vice President

STATE OF Indiana )

:ss.

County of Hamilton . )

On this 5th day of August, in the year 2005, before me Lindsey Henry, a notary public, personally appeared Tamara Cunningham, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.



LINDSEY HENRY  
NOTARY PUBLIC STATE OF INDIANA  
TIPPECANOE COUNTY  
MY COMMISSION EXP. APR. 29, 2012

Lindsey Henry  
Notary Public

**CONSENT**

Country wide Financial Corporation  
1800 Tapo Canyon Rd.  
Mail Stop SV79  
Simi Valley, CA 93063  
Re: MIN100015700017444247

Country wide Financial Corporation, being the first mortgagee or assignee of record for  
Lot 141 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 24 day of August, 2005.

By: Art White

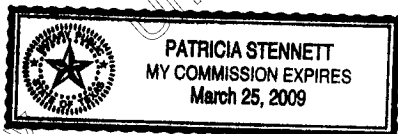
Its: AVP Customer Support

STATE OF TEXAS)

:ss.

County of COLLIN.)

On this 24<sup>th</sup> day of August, in the year 2005, before me  
PATRICIA STENNETT, a notary public, personally appeared  
ARTIS WHITE, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.



Patricia Stennett  
Notary Public



**CONSENT**

Country wide Financial Corporation  
1800 Tapo Canyon Rd.  
Mail Stop SV79  
Simi Valley, CA 93063  
Re: MIN1100013800812146039

Country wide Financial Corporation, being the first mortgagee or assignee of record for Lot 142 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 8<sup>th</sup> day of September, 2005.

By: Artis White

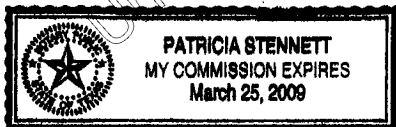
Its: AVP Customer Support

STATE OF TEXAS )

:ss.

County of COLLIN . )

On this 8<sup>th</sup> day of September, in the year 2005, before me PATRICIA STENNETT, a notary public, personally appeared ARTIS WHITE, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.



Patricia Stennett  
Notary Public

CONSENT

Country wide Financial Corporation  
1800 Tapo Canyon Rd.  
Mail Stop SV79  
Simi Valley, CA 93063  
Re: MIN 1000317-0000308404-9

Country wide Financial Corporation, being the first mortgagee or assignee of record for  
Lot 143 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 24 day of August, 2005.

By: Art White

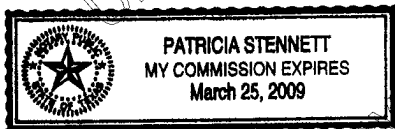
Its: AVP Customer Support

STATE OF TEXAS)

:ss.

County of COLLIN.)

On this 24th day of August, in the year 2005, before me  
PATRICIA STENNETT, a notary public, personally appeared  
ARTIS WHITE, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.



Patricia Stennett  
Notary Public

CONSENT

CitiMortgage, Inc.  
1000 Technology Drive  
O'Fallon, MO 63368-2240  
Re: MIN100084900420400416

CitiMortgage, Inc. , being the first mortgagee or assignee of record for Lot 176 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

I DO

I DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

DATED this 18<sup>th</sup> day of August, 2005.

By: [Signature]



Its: Gail Rosenberg, Vice President

STATE OF Idaho

County of Polk )

:ss.

On this 18<sup>th</sup> day of August, in the year 2005, before me F. Barker, a notary public, personally appeared Gail Rosenberg, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.

[Signature]  
Notary Public



**CONSENT**

Federal Savings Bank  
7500 West Jefferson Boulevard  
Fort Wayne, IN 46804  
Re: 2339350

Federal Savings Bank, being the first mortgagee or assignee of record for Lot 178 within  
in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 11 day of AUGUST, 2005.

By:

*Carrie A Hoover*  
CARRIE A HOOVER

Its: VICE PRESIDENT

STATE OF INDIANA )

:ss.

County of ALLEN . )

On this 11 day of AUGUST, in the year 2005, before me  
ALICIA D MELTON, a notary public, personally appeared  
CARRIE A HOOVER, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.



*Alicia D Melton*  
Notary Public

ALICIA D. MELTON, Notary Public  
State of Indiana  
My Commission Expires July 20 2011  
A Resident of Allen County

**CONSENT**

Federal Savings Bank  
7500 West Jefferson Boulevard  
Fort Wayne, IN 46804  
Re: 2340392

Federal Savings Bank, being the first mortgagee or assignee of record for Lot 179 within  
in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 11 day of AUGUST, 2005.

By: *Carrie Hoover*  
CARRIE A HOOVER

Its: VICE PRESIDENT

STATE OF INDIANA )

:SS.

County of ALLEN . )

On this 11 day of AUGUST, in the year 2005, before me  
ALICIA D MELTON, a notary public, personally appeared  
CARRIE A HOOVER, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.



*Alicia D Melton*  
Notary Public

ALICIA D. MELTON, Notary Public  
State of Indiana  
My Commission Expires July 20 2011  
A Resident of Allen County

CONSENT

Country wide Financial Corporation  
1800 Tapo Canyon Rd.  
Mail Stop SV79  
Simi Valley, CA 93063  
Re: MIN 100015700043179072

Country wide Financial Corporation, being the first mortgagee or assignee of record for Lot 183 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 14<sup>th</sup> day of September, 2005.

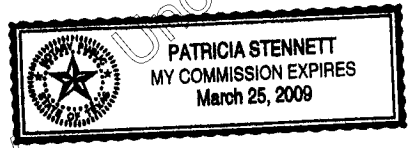
By: Artis White

Its: AVP Customer Service

STATE OF TEXAS )

County of COLLIN ) :ss.

On this 14<sup>th</sup> day of SEPTEMBER, in the year 2005, before me PATRICIA STENNETT, a notary public, personally appeared ARTIS WHITE, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.



Patricia Stennett  
Notary Public

CONSENT

First Banc Mortgage, Inc.,  
18302 Irvine Blvd., Suite 100  
Tustin, CA 92780  
Re: Loan No. 292531

Wells Fargo Home Mortgage, being the first mortgagee or assignee of record for Lot 185  
within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

DATED this 14<sup>th</sup> day of September, 2005.

By: Art White

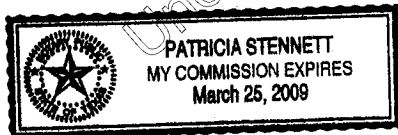
Its: AVP Customer Support

STATE OF TEXAS )

:ss.

County of COLLIN . )

On this 14<sup>th</sup> day of SEPTEMBER in the year 2005, before me  
PATRICIA STENNETT, a notary public, personally appeared  
Artis White, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.



Patricia Stennett  
Notary Public

CONSENT

Country wide Financial Corporation  
1800 Tapo Canyon Rd.  
Mail Stop SV79  
Simi Valley, CA 93063  
Re: MIN 1001214-0226268143-0

Country wide Financial Corporation, being the first mortgagee or assignee of record for  
Lot 187 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

DATED this 24 day of August, 2005.

By: Art White

Its: AVP Customer Support

STATE OF TEXAS )  
County of COLLIN )

:ss.

On this 24<sup>th</sup> day of August, in the year 2005, before me  
PATRICIA STENNETT, a notary public, personally appeared  
ARTIS WHITE, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.



Patricia Stennett  
Notary Public



CONSENT

Chase Home Finance, LLC  
1040 Oliver Road  
Monrow, LA 71201-1500  
Re: MIN 1001382-0200003279-2

Chase Home Finance, LLC, being the first mortgagee or assignee of record for Lot 189 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

DATED this 9 day of August, 2005.

By: [Signature]

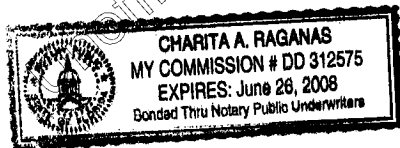
Its: Tamara M. Azar, Asst Vice Pres.

STATE OF Florida

:ss.

County of Alachua

On this 9 day of August, in the year 2005, before me Charita Raganas, a notary public, personally appeared Tamara M. Azar, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.



[Signature]  
Notary Public

**CONSENT**

GMAC Mortgage Corporation  
3451 Hammond Ave.  
Waterloo, IA 50702  
Re: MIN 1001129-0000003213-0

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC ("MERS")  
~~GMAC Mortgage Corporation~~, being the first mortgagee or assignee of record for Lot  
190 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 9th day of August, 2005.

By: Jenny Brouwer

Its: Jenny Brouwer, Assistant Secretary

STATE OF IOWA )

:ss.

County of BLACK HAWK . )

On this 9th day of August, in the year 2005, before me  
R Weber, a notary public, personally appeared  
Jenny Brouwer, Assistant Secretary, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that ~~he~~/she  
executed the same. Witness my hand and official seal.

**R. WEBER  
NOTARIAL SEAL - STATE OF IOWA  
COMMISSION NUMBER 713988  
MY COMMISSION EXPIRES DEC. 10, 2007**

[Signature]  
Notary Public R Weber  
My Commission expires: 12/10/2007

00987375 Bk 1817 Pg 2674

CONSENT

National City Mortgage Co. dba Commonwealth United Mortgage Company  
3232 Newmark Drive  
Miamisburg, OH 45342  
Re: 0003565635

National City Mortgage Co., dba Commonwealth United Mortgage Company, being the first mortgagee or assignee of record for Lot 191 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

DATED this 24 day of August, 2005.

By: Cristal A. Carter-Rhodes

Its: Mortgage Officer

STATE OF Ohio

County of Montgomery )  
:SS.

On this 1st day of September in the year 2005, before me Margaret E. Durham, a notary public, personally appeared Cristal A. Carter-Rhodes and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.



MARGARET E. DURHAM, Notary Public  
In and for the State of Ohio  
My Commission Expires 5-4-09

Margaret E. Durham  
Notary Public

**CONSENT**

National City Mortgage Co. dba Commonwealth United Mortgage Company  
3232 Newmark Drive  
Miamisburg, OH 45342  
Re: 0003565635

National City Mortgage Co., dba Commonwealth United Mortgage Company, being the first mortgagee or assignee of record for Lot 191 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

DO

DO NOT

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 24 day of August, 2005.

By: Cristal A. Carter Rhodes

Its: Mortgage Officer

STATE OF Ohio

:SS.

County of Montgomery

On this 1st day of September in the year 2005, before me Margaret E. Durham, a notary public, personally appeared Cristal A. Carter Rhodes and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.



MARGARET E. DURHAM, Notary Public  
In and for the State of Ohio  
My Commission Expires 5-4-09

Margaret E. Durham  
Notary Public

**CONSENT**

GMAC Mortgage Corporation  
3451 Hammond Ave.  
Waterloo, IA 50702  
Re: MIN 100062604212804886

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC ("MERS")  
GMAC Mortgage Corporation, being the first mortgagee or assignee of record for Lot 195  
within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 9th day of August, 2005.

By: Jenny Brouwer  
Jenny Brouwer, Assistant Secretary  
Its: \_\_\_\_\_

STATE OF IOWA )  
County of BLACK HAWK ) :SS.

On this 9th day of August, in the year 2005, before me  
R Weber, a notary public, personally appeared  
Jenny Brouwer, Assistant Secretary, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.

**R. WEBER  
NOTARIAL SEAL - STATE OF IOWA  
COMMISSION NUMBER 713988  
MY COMMISSION EXPIRES DEC. 10, 2007**

[Signature]  
Notary Public R Weber  
My Commission expires: 12/10/2007

0626400615-3

00987375 Bk 1817 Pg 2677

CONSENT

CitiMortgage, Inc.  
1000 Technology Drive  
O'Fallon, MO 63368-2240  
Mortgage # Re: 100095300250486881

CitiMortgage, Inc., being the first mortgagee or assignee of record for Lot 196 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).



DATED this 15<sup>th</sup> day of September 2005.

By: [Signature]

Its: Vice President

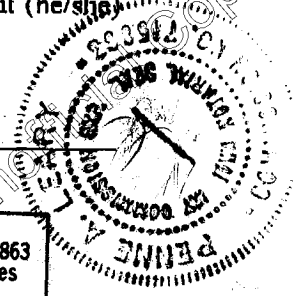
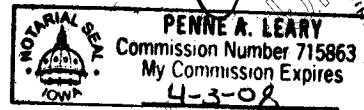
STATE OF IOWA

County of POK

:ss.

On this 23<sup>rd</sup> day of September, in the year 2005, before me Penne A. Leary, a notary public, personally appeared Coil Ramberg, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.

[Signature]  
Notary Public



CONSENT

Central Mortgage Company  
1501 South Main Street  
Little Rock, AR 72202  
Re: MIN 100015902107126953

Central Mortgage Company, being the first mortgagee or assignee of record for Lot 197 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

I DO

I DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions)

DATED this 2nd day of Nov, 2005.

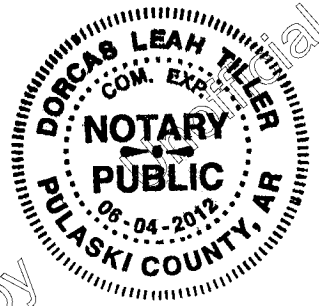
By: Caresse Hawthorn

Its: Customer Service Supervisor

STATE OF ARKANSAS

County of PULASKI

On this 2nd day of November, in the year 2005, before me Dorcas Leah Tiller, a notary public, personally appeared Caresse Hawthorn, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.



Dorcas Leah Tiller  
Notary Public

My Comm Exp: June 4, 2012

**CONSENT**

Country wide Financial Corporation  
1800 Tapo Canyon Rd.  
Mail Stop SV79  
Simi Valley, CA 93063  
Re: MIN 100247-0002816107-7

Country wide Financial Corporation, being the first mortgagee or assignee of record for  
Lot 200 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

By: Artis White

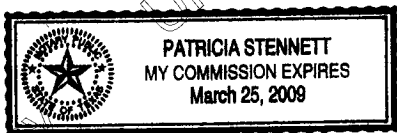
Its: AVP Customer Support

STATE OF TEXAS )

:ss.

County of COLLIN )

On this 8<sup>th</sup> day of SEPTEMBER, in the year 2005, before me  
PATRICIA STENNETT, a notary public, personally appeared  
ARTIS WHITE, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.



Patricia Stennett  
Notary Public



CONSENT

Country wide Financial Corporation  
1800 Tapo Canyon Rd.  
Mail Stop SV79  
Simi Valley, CA 93063  
Re: MIN 1000157-0002452706-7

Country wide Financial Corporation, being the first mortgagee or assignee of record for Lot 203 within in the Cotton Manor Planned Unit Development hereby

202  
235

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

DATED this 14 day of September, 2005.

By:

Bob [Signature]

Its:

Branch Operations Manager

STATE OF

Utah

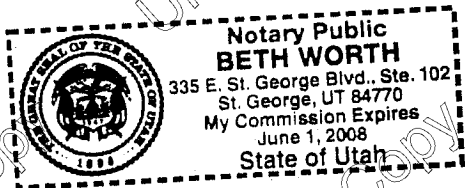
:ss.

County of

Washington

On this 14th day of September 2005, in the year 2005, before me Beth Worth, a notary public, personally appeared Robin Jennings, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.

Beth Worth  
Notary Public



CONSENT

Country wide Financial Corporation  
1800 Tapo Canyon Rd.  
Mail Stop SV79  
Simi Valley, CA 93063  
Re: MIN 1000157-0002452706-7

Country wide Financial Corporation, being the first mortgagee or assignee of record for  
Lot 203 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 14<sup>th</sup> day of September, 2005.

By: Art. White

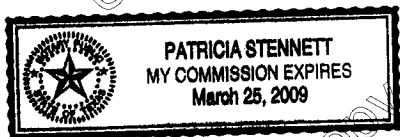
Its: AVP Customer Support

STATE OF TEXAS )

:ss.

County of COLLIN . )

On this 14<sup>th</sup> day of SEPTEMBER, in the year 2005, before me  
PATRICIA STENNETT, a notary public, personally appeared  
ARTIS WHITE, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.



Patricia Stennett  
Notary Public

**CONSENT**

Washington Mutual Bank  
1201 Third Avenue  
Seattle, WA 98101  
RE: 01-0596-062440827-4

Washington Mutual Bank, being the first mortgagee or assignee of record for Lot 205 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 18 day of August, 2005.

**Washington Mutual Bank**

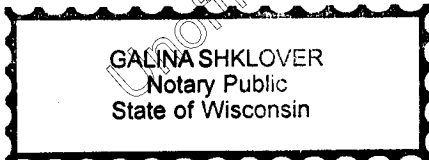
By: *Julie Mulhern*  
**Julie Mulhern**  
Its: **Assistant Vice President**

STATE OF WISCONSIN )

:SS.

County of MILWAUKEE . )

On this 18 day of August, in the year 2005, before me Galina Shklover, a notary public, personally appeared Julie Mulhern, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.



*Galina Shklover*  
Notary Public  
My Commission Expires: 1/15/2006

00987375 Bk 1817 Pg 2683

CONSENT

Utah Power and Light Employees' Credit Union  
1407 W. North Temple  
Salt Lake City, UT 84116

Utah Power and Light Employees' Credit Union, being the first mortgagee or assignee of record for Lot 208 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

I DO

I DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COTTON MANOR P.U.D. (Rental Restrictions).

DATED this \_\_\_ day of \_\_\_, 2005.

By:

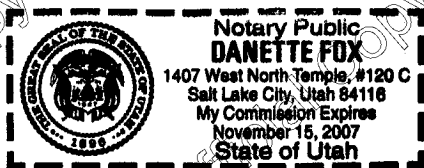
Its:

*[Handwritten Signature]*  
VICE PRESIDENT

STATE OF Utah :ss.  
County of Salt Lake

On this 11<sup>th</sup> day of August, in the year 2005, before me Danette Fox, a notary public, personally appeared Ryan Pollick, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.

Danette Fox  
Notary Public  
11-15-07  
Salt Lake



Notary Public

CONSENT

State Bank of Southern Utah  
397 South Main Street  
P.O. Box 488  
Cedar City, UT 84721

State Bank of Southern Utah, being the first mortgagee or assignee of record for Lot 209 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

DATED this 2nd day of Sept 2005.

By: Trudi Terry

Its: Ss. KP

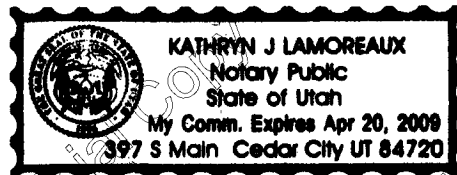
STATE OF Utah

:ss.

County of Iron

On this 2 day of September, in the year 2005, before me Kathryn J Lamoreaux, a notary public, personally appeared Trudi Terry, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.

Kathryn J Lamoreaux  
Notary Public



CONSENT

Mountain America Credit Union  
7181 South Campus View Drive  
West Jordan, UT 84084  
Re: M/N 1001214-0123322889-

Mountain America Credit Union, being the first mortgagee or assignee of record for Lot 211 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

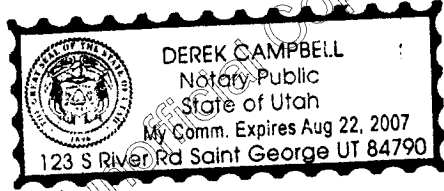
DATED this 24<sup>th</sup> day of October, 2005.

By: Sandi H. Bran  
Its: Loan Officer

STATE OF Utah  
County of Washington )

:ss.

On this 24<sup>th</sup> day of October in the year 2005, before me  
Derek Campbell, a notary public, personally appeared  
Sandi Bran, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.



[Signature]  
Notary Public

**CONSENT**

America First Credit Union  
P.O. Box 9639  
Odgen, UT 84409-9998

America First Credit Union, being the first mortgagee or assignee of record for Lot 212 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 14<sup>th</sup> day of OCT, 2005.

By: [Signature]

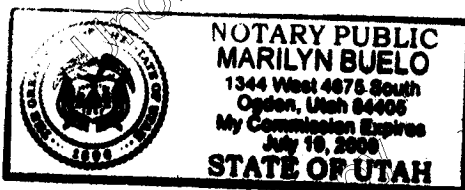
Its: MORTGAGE SERVING MANAGER

STATE OF Utah )

County of Weber ) :ss.

On this 14<sup>th</sup> day of October, 2005, in the year 2005, before me Marilyn Buelo, a notary public, personally appeared Lawrence Kane, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.

[Signature]  
Notary Public



CONSENT

America First Credit Union  
P.O. Box 9639  
Odgen, UT 84409-9998

America First Credit Union, being the first mortgagee or assignee of record for Lot 212 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

[ ] DO

[X] DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

DATED this 10<sup>TH</sup> day of AUG, 2005.

By: [Signature]

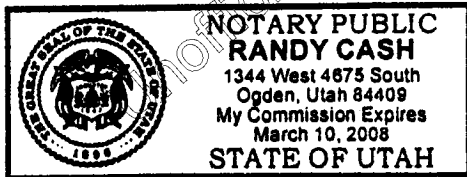
Its: MORTGAGE SERVICE MANAGER

STATE OF Utah )

:SS.

County of Weber . )

On this 10<sup>th</sup> day of August, in the year 2005, before me ~~Lawrence Kano~~ Randy Cash, a notary public, personally appeared Lawrence Kano, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.



[Signature]  
Notary Public

THIS NOTE IS REVOKED AS OF 10/14/05  
AND REPLACED WITH THE CONSENT  
DATED 10/14/05.

[Signature]  
10/14/05



**CONSENT**

GreenPoint Mortgage Funding, Inc.  
100 Wood Hollow Drive  
Novato, CA 94945-0000  
Re: MIN 100013800841145457

GreenPoint Mortgage Funding, Inc. being the first mortgagee or assignee of record for Lot 213 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 17 day of AUGUST, 2005

By: *Linda Story Daw*

Its: LINDA STORY DAW, VICE PRESIDENT

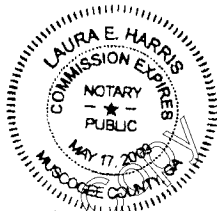
STATE OF GEORGIA )

:SS.

County of MUSCOGEE . )

On this 17th day of AUGUST, in the year 2005, before me LAURA E. HARRIS, a notary public, personally appeared LINDA STORY DAW, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.

*Laura E Harris*  
Notary Public LAURA E. HARRIS



CONSENT

First Colony Mortgage Corporation  
1320 South 740 East  
Orem, UT 84097

First Colony Mortgage Corporation, being the first mortgagee or assignee of record for Lot 214 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

DATED this 9 day of Aug, 2005.

By: [Signature]

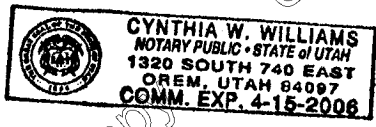
Its: [Signature]

STATE OF Utah  
County of Utah )  
:ss.

[Signature]  
[Signature]  
WE DO NOT PROVIDE  
ANY SERVICE

On this 9th day of Aug, in the year 2005, before me Cynthia W. Williams, a notary public, personally appeared John M. Aldrich, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.

[Signature]  
Notary Public



CONSENT

First Colony Mortgage Corporation  
1320 South 740 East  
Orem, UT 84097  
Re: FHA Case No. 521-5044516-703

First Colony Mortgage Corporation, being the first mortgagee or assignee of record for Lot 216 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

DATED this 9 day of Aug, 2005.

By: [Signature]

Its: [Signature]

STATE OF Utah

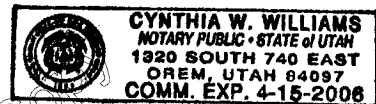
:ss.

County of Utah

we do not forward  
with mortgage

On this 9th day of Aug, in the year 2005, before me Cynthia W. Williams, a notary public, personally appeared John M. Aldrich, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.

[Signature]  
Notary Public



**CONSENT**

Country wide Financial Corporation  
1800 Tapo Canyon Rd.  
Mail Stop SV79  
Simi Valley, CA 93063  
Re: MIN 1000157-0004741965-6

Country wide Financial Corporation being the first mortgagee or assignee of record for Lot 217 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

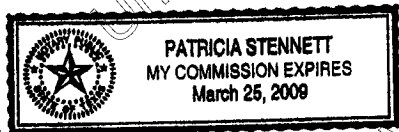
DATED this 14<sup>th</sup> day of September, 2005.

By: Artis White

Its: AVP Customer Support

STATE OF TEXAS )  
County of COLLIN ) :ss.

On this 14<sup>th</sup> day of SEPTEMBER, in the year 2005, before me PATRICIA STENNETT, a notary public, personally appeared ARTIS WHITE, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.



Patricia Stennett  
Notary Public

**CONSENT**

Cheney Financial Services, Inc.  
P.O. Box 63  
Kaysville, UT 84037

Cheney Financial Services, Inc., being the first mortgagee or assignee of record for Lots ~~219, 222,~~  
~~230 &~~ 236 within in the Cotton Manor Planned Unit Development hereby

**(CHECK ONE)**

**DO**

**DO NOT**

approve and consent to the recording of that certain

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).**

DATED this 24<sup>th</sup> day of August, 2005.

By: [Signature]  
Its: Vice President

STATE OF Utah )  
County of Davis )

:ss.

On this 24<sup>th</sup> day of August, in the year 2005, before me  
Jedediah D. Stanger, a notary public, personally appeared  
Joshua R. Cheney, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.



[Signature]  
Notary Public

CONSENT

Heritage Bank  
95 East Tabernacle  
St. George, UT 84770

Heritage Bank, being the first mortgagee or assignee of record for Lot 231 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

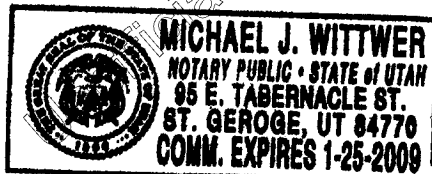
AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

DATED this 22 day of Aug, 2005.

By: [Signature]  
Its: President

STATE OF Utah  
County of Washington )  
:ss.

On this 22 day of August, in the year 2005, before me Michael J. Wittwer, a notary public, personally appeared Brian D. Chadaz, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.



[Signature]  
Notary Public

CONSENT

Heritage Bank  
95 East Tabernacle  
St. George, UT 84770

Heritage Bank, being the first mortgagee or assignee of record for Lot 232 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

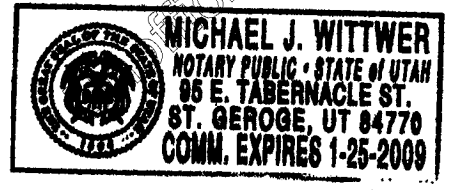
DATED this 22 day of August, 2005.

By: [Signature]  
Its: President

STATE OF Utah

County of Washington :ss.

On this 22 day of August, in the year 2005, before me Michael J. Wittwer, a notary public, personally appeared Brian D. Chadaz, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.



[Signature]  
Notary Public

CONSENT

Heritage Bank  
95 East Tabernacle  
St. George, UT 84770

Heritage Bank, being the first mortgagee or assignee of record for Lot 233 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

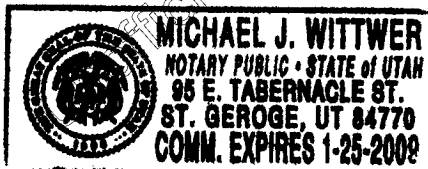
DATED this 22 day of August, 2005.

By: [Signature]  
Its: President

STATE OF Utah )  
County of Washington )

:ss.

On this 22 day of August, in the year 2005, before me Michael J. Wittwer, a notary public, personally appeared Brian D. Chodaz, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.



[Signature]  
Notary Public



CONSENT

Heritage Bank  
95 East Tabernacle  
St. George, UT 84770

Heritage Bank, being the first mortgagee or assignee of record for Lot 234 within in the Cotton Manor Planned Unit Development hereby

(CHECK ONE)

DO

DO NOT

approve and consent to the recording of that certain

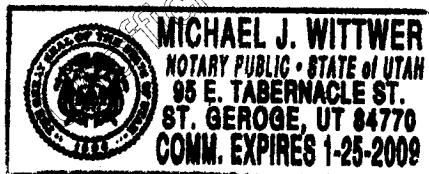
AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

DATED this 22 day of August, 2005

By: *Brian D. Hodaz*  
Its: President

STATE OF Utah  
County of Washington )  
:ss.

On this 22 day of August, in the year 2005, before me Michael J. Wittwer, a notary public, personally appeared Brian D. Hodaz, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (he/she) executed the same. Witness my hand and official seal.



*Michael J. Wittwer*  
Notary Public

CONSENT

Southern Utah Federal Credit Union  
333 East Tabernacle  
St. George, UT 84770

*Southern Utah Federal Credit Union*  
~~Heritage Bank~~, being the first mortgagee or assignee of record for Lot 235 within in the  
Cotton Manor Planned Unit Development hereby

(CHECK ONE)

I DO

I DO NOT

approve and consent to the recording of that certain

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COTTON MANOR P.U.D.  
(Rental Restrictions).

DATED this 26<sup>th</sup> day of August, 2005.

By: Myrna Stout  
SOUTHERN UTAH FEDERAL CREDIT UNION  
Its: Vice President

STATE OF Utah )

:SS.

County of Washington . )

On this 26<sup>th</sup> day of August, in the year 2005, before me  
Laurie Hardy, a notary public, personally appeared  
Myrna Stout, and proved on the basis of satisfactory evidence  
to be the person whose name is subscribed to this instrument, and acknowledged that (he/she)  
executed the same. Witness my hand and official seal.

Laurie Graham Hardy  
Notary Public

