

WHEN RECORDED, RETURN TO:
David Johnson & Associates, P.C.
1912 Sidewinder Dr., Ste. 200A
Park City, Utah 84060

**FIRST SUPPLEMENTAL DECLARATION
TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF IRONWOOD AT DEER VALLEY
A UTAH EXPANDABLE CONDOMINIUM PROJECT**

This First Supplemental Declaration To The Declaration Of Covenants, Conditions, Restrictions and Easements Of Ironwood At Deer Valley, A Utah Expandable Condominium Project, hereinafter referred to as the "First Supplement", is made and executed this 17 day of March 2004, by IRONWOOD PARTNERS OF UTAH, LLC, a Utah limited liability company, hereinafter referred to as the "Declarant". Any capitalized terms used but not defined herein shall have the meanings attributed to them in the Declaration Of Covenants, Conditions, Restrictions and Easements Of Ironwood At Deer Valley, A Utah Expandable Condominium Project, recorded in the official records of Summit County on August 27, 2003, as Entry No. 670685, Book No. 1564, Pages 1249 to 1311B (the "Declaration").

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RECITALS

ALAN SPRIGGS, SUMMIT CO RECORDER
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REQUEST: COALITION TITLE

A. Description of Additional Land. The Declarant is the owner of the Additional Land which is located in Summit County, State of Utah and described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Voting and Interests in Common Areas. The Declarant intends to replace the number of Units, votes per Unit and undivided interests in Common Areas set forth on Exhibit "B" to the Declaration with the exhibit attached hereto as Exhibit "B", which new Exhibit "B" is incorporated herein by this reference.

C. Buildings and Improvements. Certain buildings and other improvements will be constructed on the Additional Land as shown on the Phase II Map referred to below.

D. Record of Survey Map. The Declarant intends to execute, acknowledge, and record in the official records of Summit County, State of Utah, a certain record of survey map pertaining to the Project and more specifically to the Additional Land and entitled "Ironwood At Deer Valley Phase II" (the "Phase II Map"), a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference.

E. Intent and Purpose. The Declarant intends by recording this First Supplement and the Phase II Map to exercise the Option to Expand pursuant to Section 114 of the Declaration and to submit the Additional Land, the buildings, and all other improvements situated in or upon the Additional Land to the provisions of the Declaration and the provisions of the Utah Condominium Ownership Act, Utah Code Annotated, Section 57-8-1, et seq. (hereinafter referred to as the "Condominium Act") as an expansion of the fee simple expandable Condominium Project, and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all Condominiums within said Project, including those to be built on the Additional Land, and the Owners thereof. Declarant also desires to subject the Additional Land and all improvements to be constructed thereon to the jurisdiction and authority of the Association.

F. Master Declaration. The Additional Land and Units to be built thereon are also subject to that certain Master Declaration Of Covenants, Conditions And Restrictions Of Flagstaff A Planned Community, dated June 28, 2002 and recorded as Instrument No. 00623450 in Book 01457

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Pages 747-832 inclusive in the official records of Summit County, Utah (as the same may have been or may be amended from time to time, the "Master Declaration"); and to the extent that any of the provisions contained herein conflict with provisions of the Master Declaration, the Master Declaration shall control.

G. Use and Management of the ADA Unit. Declarant intends to adopt certain rules and regulations pertaining to the use, management and rental of the ADA Unit shown on the Phase II Map.

H. Employee Housing Unit Fitness Center. Declarant intends to set forth the hours of operation for the fitness center facility to be collocated with the Employee Housing Unit shown on the Phase II Map and to provide for the adoption of rules and regulations to govern the use and enjoyment of such fitness center facility.

NOW THEREFORE, the foregoing recitals are incorporated herein by reference and Declarant does hereby declare as follows:

1. Submission to Condominium Act and Declaration. In accordance with Section 11.4 of the Declaration, Declarant does hereby submits the Additional Land, the buildings, and all other improvements now or hereafter made in or upon the Additional Land to the provisions of the Condominium Act. All of said property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as part of the fee simple expandable Condominium Project known as IRONWOOD AT DEER VALLEY. All of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth in the Declaration, each and all of which are declared and agreed to be for the benefit of said Project, including the Additional Land and all improvements thereon, and in furtherance of the plan for improvement of said property and division thereof into Condominiums; further, each and all of the provisions of the Declaration shall be deemed to run with the Additional Land and shall be a burden and a benefit on the Additional Land and shall be binding upon the Declarant, its successors and assigns, and to any persons acquiring, leasing, or owning an interest in the real property and improvements comprising the Project, including the Additional Land and all improvements thereon, and to their respective personal representatives, heirs, successors, and assigns. The Project is hereby divided into Condominiums, each such Condominium consisting of a Unit and an appurtenant undivided interest in the Common Areas, as set forth on the new Exhibit "B" attached hereto. The Additional Land is hereby made subject to the jurisdiction and authority of the Association.

2. Master Declaration. The Additional Land and Units to be built thereon are hereby made subject to the Master Declaration; and to the extent that any of the provisions contained herein conflict with provisions of the Master Declaration, the Master Declaration shall control.

3. Voting and Interests in Common Areas. In accordance with Sections 11.4.6 and 11.4.7 of the Declaration, Exhibit "B" of the Declaration is hereby replaced in its entirety with the exhibit attached hereto as Exhibit "B".

4. ADA Unit Rules and Regulations. A new Section 8.16 is hereby adopted as follows:

8.16 Use and Management of ADA Unit.

The Board of Trustees is hereby authorized to contract with a competent luxury property management company for the management and rental of the ADA compliant Unit (the "ADA Unit") as constructed and depicted as such on the Phase II Map, which ADA Unit shall be owned by the Association. The following rules and regulations shall govern the use and rental of the ADA Unit by the Association, Owners, guests, renters or anyone else using or occupying the ADA Unit from time to time:

BK1607 PG0035

8.16.1 In the event that a person whom the American Disabilities Act was designed to protect desires to rent the ADA Unit, any Owner, guest or renter then occupying the ADA Unit shall

be required to vacate the ADA Unit, making it available for use by the disabled lodger, within 24 hours of receiving oral or written notice of the request to vacate the ADA Unit from either the Association or a management company engaged by the Association.

8.16.2 Any parties of a disruptive nature are strictly prohibited.

8.16.3 There shall be no smoking permitted in the ADA Unit.

8.16.4 The number of occupants in the ADA Unit shall at no time exceed the maximum occupancy limit as set forth by appropriate governmental authorities.

8.16.5 Occupants of the ADA Unit are solely responsible for any damage occurring in the ADA Unit as a result of their occupancy, normal wear and tear excepted. Damage shall include, but not be limited to, carpet stains, cigarette burns, missing items, damaged electronic equipment, broken items and damaged furniture.

8.16.6 Vehicles are not to be parked on subdivision streets or in any areas other than the driveway for the ADA Unit. Any vehicles parked outside this designated area will be towed at the violator's expense.

8.16.7 The Association or any management company engaged by the Association may at any time, after calling or announcing its presence, enter the ADA Unit for inspection purposes related to the enforcement of these rules.

8.16.8 With the exception of seeing-eye dogs or other animals which are necessary to directly aid and assist an occupant, there shall be no pets of any kind allowed in the ADA Unit.

8.16.9 Violation of any of these rules may result in immediate termination of the violator's occupancy, forfeiture of any rents received by the Association or management company and any other remedies available to the Association or management company, whether legal, equitable or other.

Anyone occupying the ADA Unit shall be provided with a written copy of, and agree in writing to abide by the above rules and regulations pertaining thereto prior to their occupancy of the ADA Unit. The Board of Trustees is hereby authorized to adopt such additional rules and regulations to govern the use and enjoyment of the ADA Unit as the Board of Trustees reasonably deems appropriate from time to time.

5. Employee Housing Unit Fitness Center. Declarant intends to construct a fitness center facility for the use and enjoyment of the Owners, guests and renters of the Units (including the ADA Unit), which shall be collocated in the building containing the Employee Housing Unit depicted on the Phase II Map (the "Fitness Center"). The hours of operation of the Fitness Center shall be from 6:00 a.m. until 10:00 p.m. Mountain Daylight Time, seven days per week. The Board of Trustees is hereby authorized to adopt and post such rules and regulations to govern the use and enjoyment of the Fitness Center as the Board of Trustees reasonably deems appropriate for the safety and security of the Fitness Center and those who use it.

6. Allocation of Assessments. Section 6.6 is hereby replaced in its entirety with the following:

6.6 Allocation of Assessments.

BK1607 PG0036

Each of the Units, including any Units owned by Declarant, shall be assessed in the same proportion as the total square footage of the Unit bears to the combined square footage of all the

Units, which percentage is the same as the percentage of "Undivided Interest in Common Areas" shown on Exhibit "B" (as amended) hereto.

7. Effective Date. This First Supplement shall be effective as of the date of its recording in the official records of Summit County, Utah.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this Declaration on this 17 day of March 2004.

IRONWOOD PARTNERS OF UTAH, LLC,
a Utah Limited liability company

By: [Signature]
Matthew T. Mullin, Manager

ACKNOWLEDGEMENT

STATE OF UTAH)
County of Summit) ss.

The foregoing instrument was acknowledged before me this 17 day of March, 2004 by Matthew T. Mullin, as a Manager of Ironwood Partners of Utah, LLC, a Utah limited liability company.

[Signature]
Notary Public
CC&Rs Ironwood Supplement Phase Two 1.13.04 (PDC)

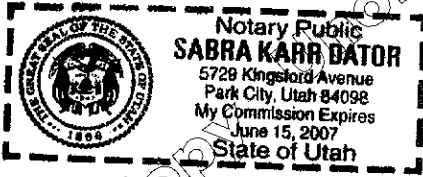


EXHIBIT "A"

LEGAL DESCRIPTION OF ADDITIONAL LAND

Ironwood Condominiums
Expandable Area 1
Legal Description

A parcel of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Said parcel also being a portion of Lot C of the Northside Village Subdivision II according to the official plat of record and on file in the office of the Summit County Recorder, Summit County Utah, Recorded as Entry No. 623453 on 6-28-2002 and being more particularly described as follows:

Beginning at a point that is South 00°30'49" East 1002.84 feet along Section Line and East 832.30 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on a 325.00 foot radius curve to the right of which the radius point bears South 50°03'04" East, said point also being on the easterly right-of-way line of Marsac Avenue, a dedicated public right-of-way, and running thence northeasterly along the arc of said curve 275.16 feet through a central angle of 48°30'36" along said right-of-way line to a point on a 1,133.33 foot radius compound curve to the right of which the radius point bears South 01°32'28" East; thence easterly along the arc of said curve 143.70 feet through a central angle of 07°15'53" along said right-of-way line; thence South 28°03'21" West 119.89 feet to a point on a 38.50 foot radius non tangent curve to the left of which the radius point bears South 28°03'21" West; thence southwesterly along the arc of said curve 118.47 feet through a central angle of 176°18'46" to a point on a 23.50 foot radius reverse curve to the right of which the radius point bears South 31°44'35" West; thence southeasterly along the arc of said curve 23.45 feet through a central angle of 57°10'11" to a point on a 110.35 foot radius compound curve to the right of which the radius point bears South 88°54'46" West; thence southerly along the arc of said curve 35.99 feet through a central angle of 18°41'04" to a point on a 45.50 foot radius compound curve to the right of which the radius point bears North 72°24'10" West; thence westerly along the arc of said curve 79.81 feet through a central angle of 100°30'00" to a point on a 251.87 foot radius compound curve to the right of which the radius point bears North 28°05'50" East; thence northwesterly along the arc of said curve 122.27 feet through a central angle of 27°48'52" to a point on a 101.50 foot radius reverse curve to the left of which the radius point bears South 55°54'42" West; thence northwesterly along the arc of said curve 99.38 feet through a central angle of 56°06'00"; thence South 89°48'42" West 31.62 feet to a point on a 37.86 foot radius curve to the right, of which the radius point bears North 00°11'18" West; thence westerly along the arc of said curve 25.83 feet through a central angle of 39°05'13" to a point on a 15.00 foot radius compound curve to the right of which the radius point bears North 38°53'55" East; thence northwesterly along the arc of said curve 4.99 feet through a central angle of 19°03'23" to the POINT OF BEGINNING.

Containing 51,797.3 square feet or 1.1891 acres, more or less.

Ironwood Condominiums
Expandable Area 2
Legal Description

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A parcel of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Said parcel also being a portion of Lot C of the Northside Village Subdivision II according to the official plat of record and on file in the office of the Summit County Recorder, Summit County Utah, Recorded as Entry No. 623453 on 6-28-2002 and being more particularly described as follows:

Beginning at a point that is South 00°30'49" East 1090.92 feet along Section Line and East 777.18 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on a 725.00 foot radius curve to the right of which the radius point bears South 64°09'41" East, said point also being on the easterly right-of-way line of Marsac Avenue, a dedicated public right of way; and running thence northeasterly along the arc of said curve 43.02 feet through a central angle of 03°23'59" along said right-of-way line to a point on a 325.00 foot radius compound curve to the right of which the radius point bears South 60°45'42" East; thence northeasterly along the arc of said curve 30.36 feet through a central angle of 05°21'06" along said right-of-way line to a point on a 15.00 foot radius non tangent curve to the right of which the radius point bears South 23°17'59" West; thence southeasterly along the arc of said curve 4.08 feet through a central angle of 15°35'57" to a point on a 66.86 foot radius reverse curve to the left of which the radius point bears North 38°53'55" East; thence easterly along the arc of said curve 45.61 feet through a central angle of 39°05'13"; thence North 89°48'42" East 31.62 feet to a point on a 72.50 foot radius curve to the right of which the radius point bears South 00°11'18" East; thence southeasterly along the arc of said curve 70.99 feet through a central angle of 56°06'00" to a point on a 280.87 foot radius reverse curve to the left of which the radius point bears North 55°54'42" East; thence southeasterly along the arc of said curve 136.35 feet through a central angle of 27°48'52" to a point on a 74.50 foot radius compound curve to the left of which the radius point bears North 28°05'50" East; thence southeasterly along the arc of said curve 9.58 feet through a central angle of 07°22'15" ; thence South 18°50'15" West 114.69 feet to a point on a 45.00 foot radius non tangent curve to the left of which the radius point bears South 50°51'45" West; thence westerly along the arc of said curve 68.04 feet through a central angle of 86°37'58"; thence North 40°13'27" West 126.16 feet; thence North 51°01'37" West 132.30 feet to the POINT OF BEGINNING.

The above description contains 33,584.69 square feet or 0.7710 acres, more or less.

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EXHIBIT "B"

SCHEDULE OF UNITS, APPROXIMATE SQUARE FOOTAGE, VOTES
AND UNDIVIDED INTEREST IN COMMON AREAS

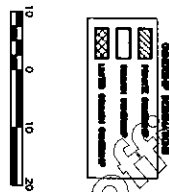
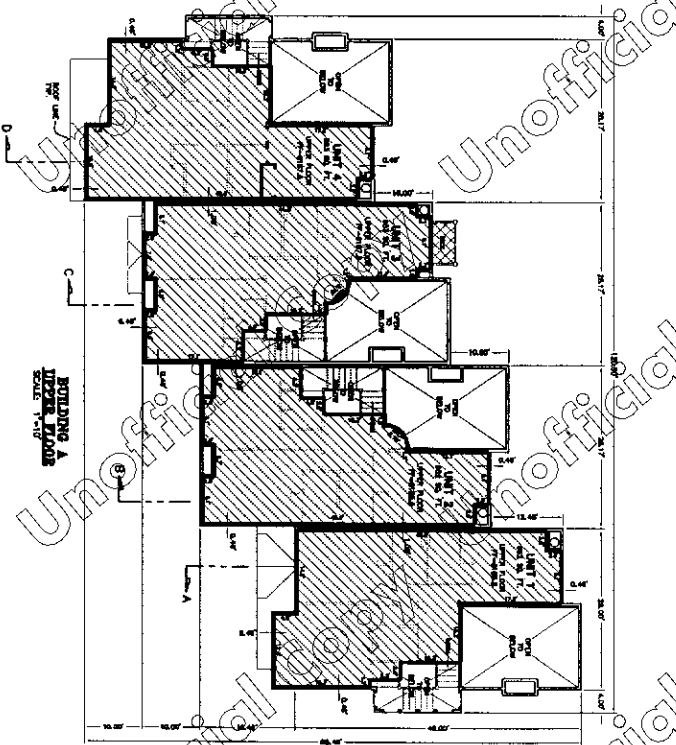
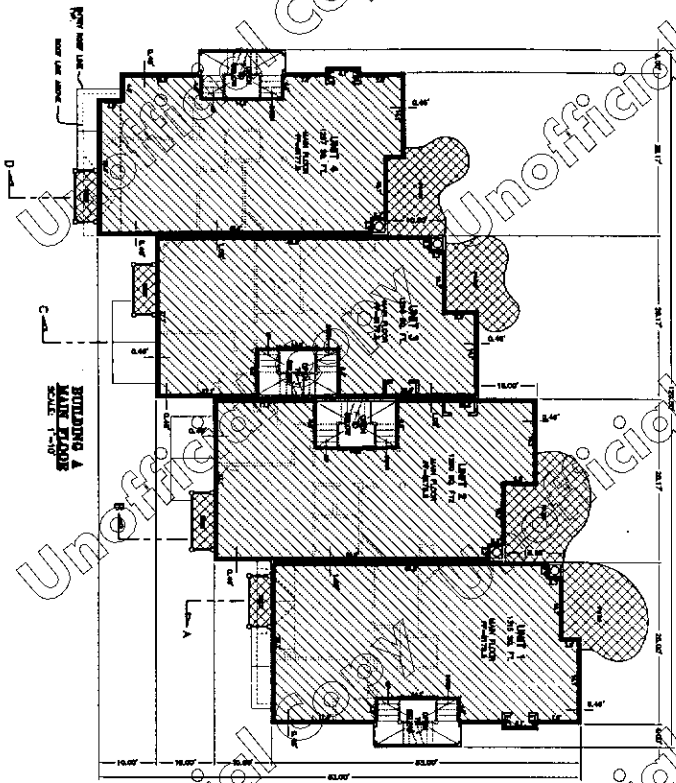
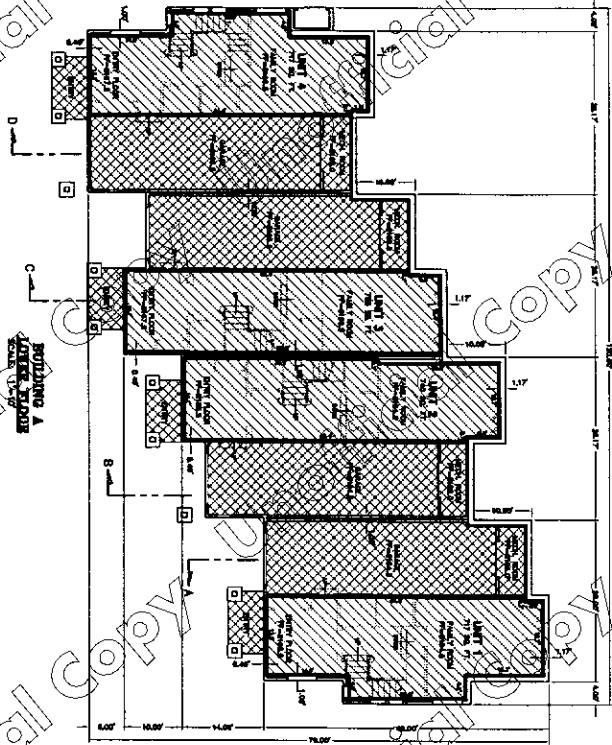
Unit Number	Approximate Square Footage of Unit	Number of Votes Per Unit (if not owned by Declarant)	Undivided Interest in Common Areas
1	2,994	2,994	0.0400
2	2,982	2,982	0.0398
3	2,998	2,998	0.0400
4	2,977	2,977	0.0397
5	2,943	2,943	0.0393
6	2,914	2,914	0.0389
7	2,902	2,902	0.0387
8	3,429	3,429	0.0458
9	3,457	3,457	0.0461
10	3,394	3,394	0.0453
11	3,438	3,438	0.0459
12	3,453	3,453	0.0461
14	2,920	2,920	0.0390
15	3,445	3,445	0.0460
16	3,479	3,479	0.0464
17	2,978	2,978	0.0398
18	2,978	2,978	0.0398
19	3,479	3,479	0.0464
20	2,997	2,997	0.0400
21	2,495	2,495	0.0333
22	2,989	2,989	0.0399
23	2,987	2,987	0.0399
24	2,495	2,495	0.0333
25	2,997	2,997	0.0400
EHU	798	798	0.0107
TOTALS	74,918	74,918	100.00%

BK1607 PC0040

EXHIBIT "C"

RECORD OF SURVEY MAP
IRONWOOD AT DEER VALLEY PHASE II

BK1607 PG0041



IRONWOOD AT DEER VALLEY
 PHASE II

A UTM EXPANDABLE CONDORVILLE PROJECT
 LOCATED IN THE COMMUNITY OF DEER VALLEY
 COUNTY OF KANE, STATE OF ARIZONA

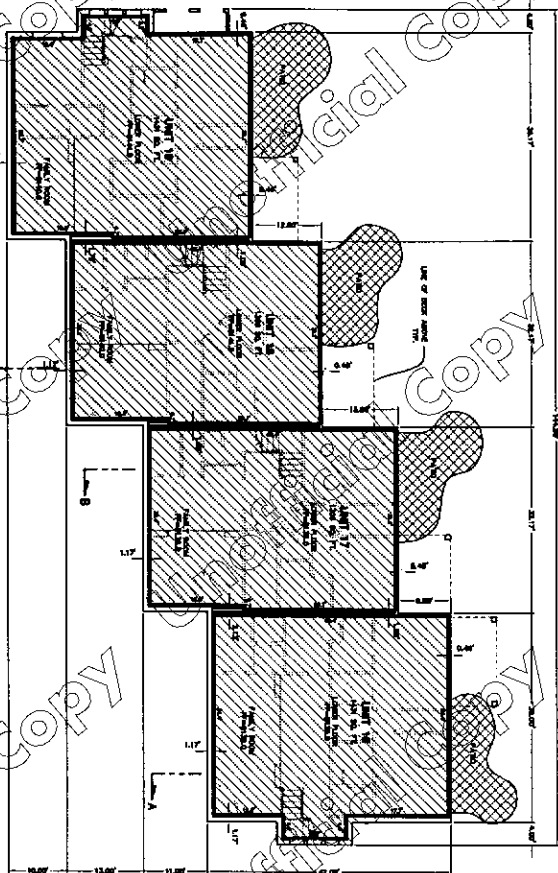
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STATE OF ARIZONA
 COUNTY OF KANE
 DEER VALLEY
 IRONWOOD AT DEER VALLEY
 PHASE II

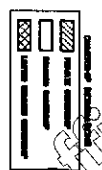
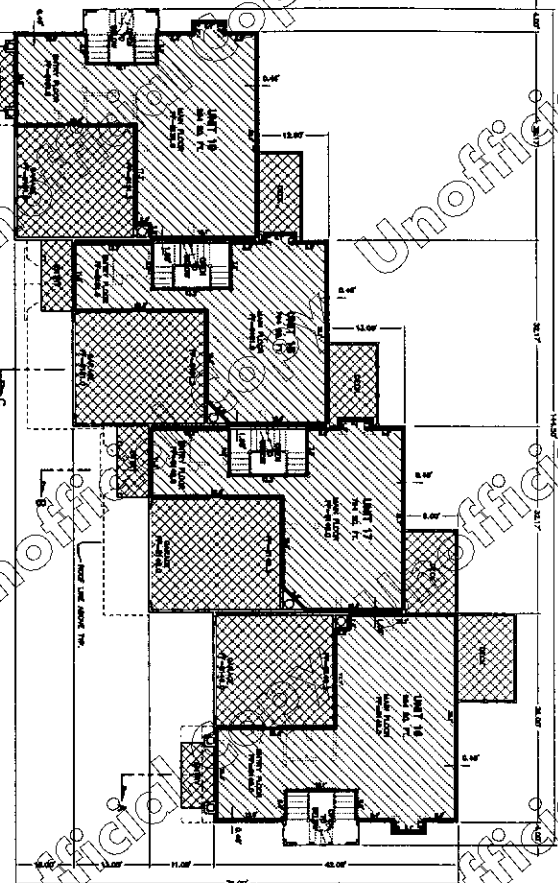
PAGE 2 OF 9

BK1607 PG0043

PROPOSED
SCALE 1" = 10'



EXISTING
SCALE 1" = 10'

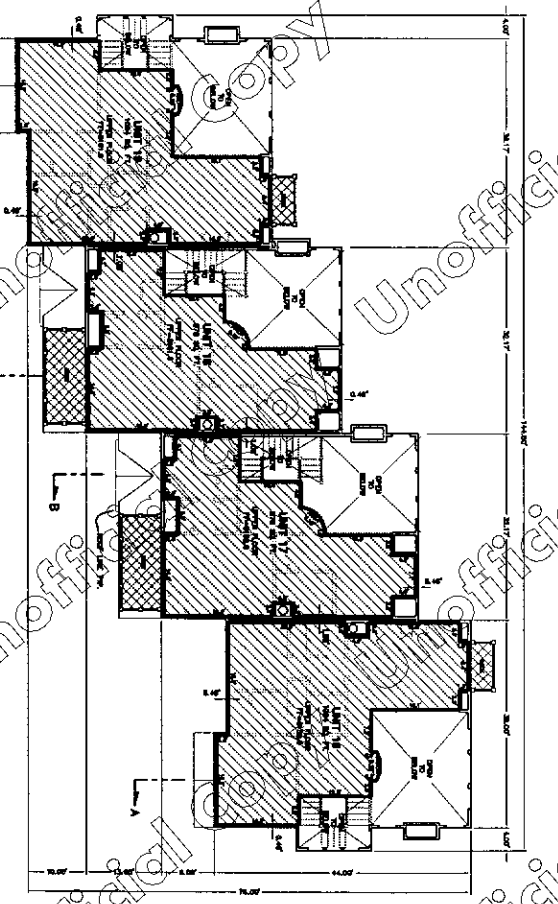


IRONWOOD AT DEER VALLEY PHASE II

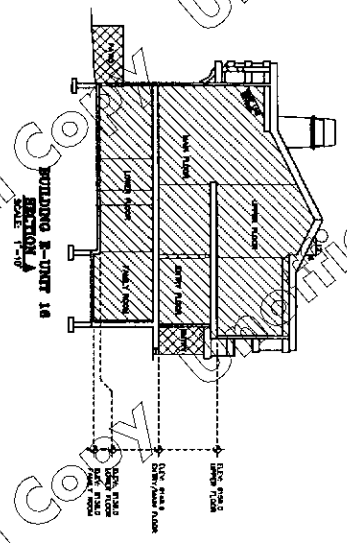
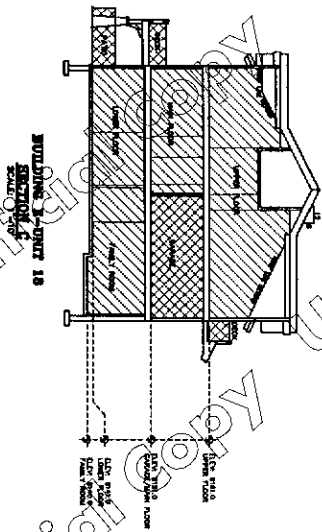
A UTAH EXPANDABLE CONDOMINIUM PROJECT
LOCATED IN THE NORTHWEST QUARTER SECTION 28,
TOWNSHIP 3 SOUTH, RANGE 9 EAST, COUNTY OF KANE, UTAH

STATE OF UTAH
COUNTY OF KANE
RECORDED
DATE _____
BY _____
BOOK _____
PAGE _____

EXISTING
SCALE 1" = 10'

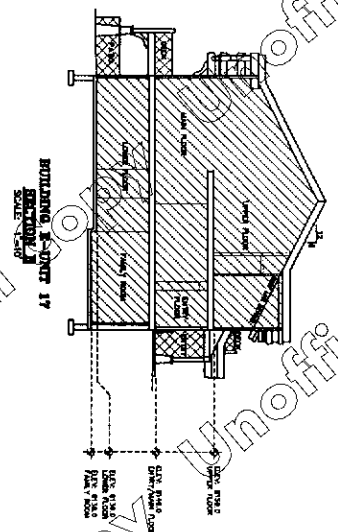
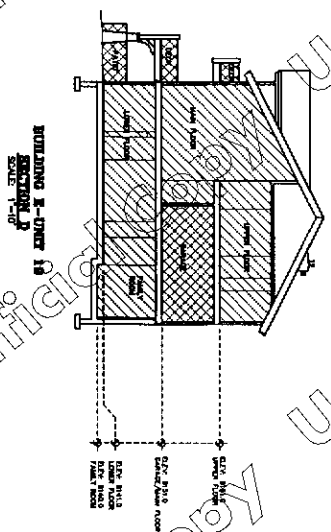


BK1607 PC0045



CONCRETE FINISHES

[Hatched pattern]	Concrete
[Diagonal lines]	Formwork
[Dotted pattern]	Insulation
[Cross-hatched pattern]	Other



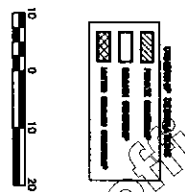
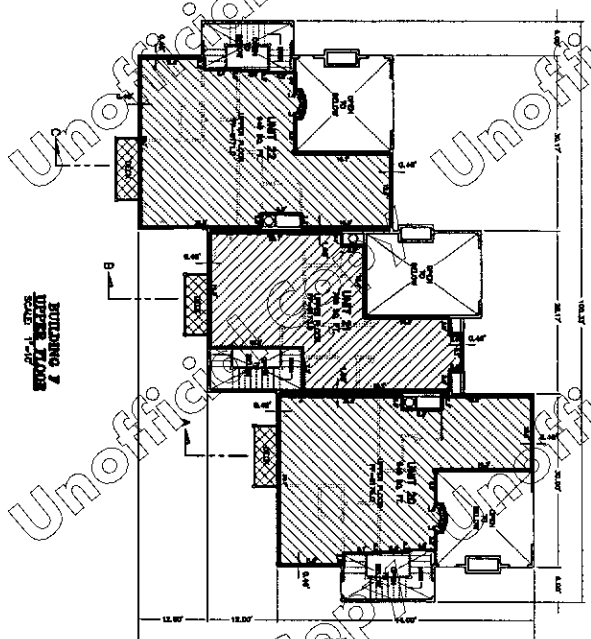
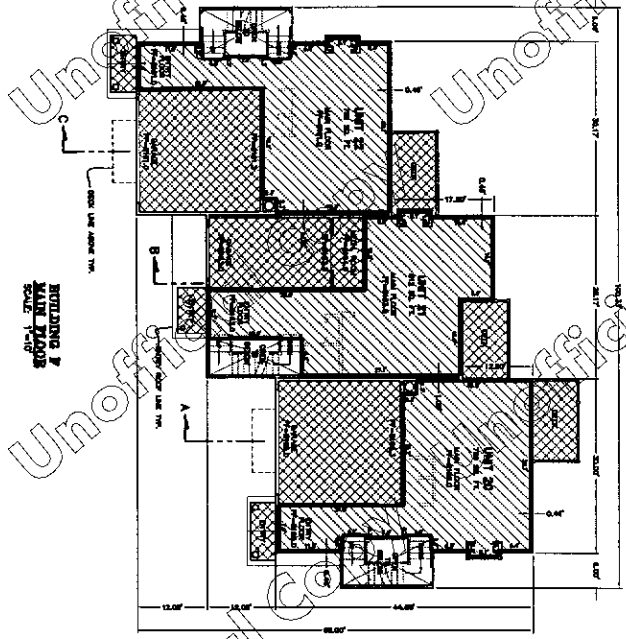
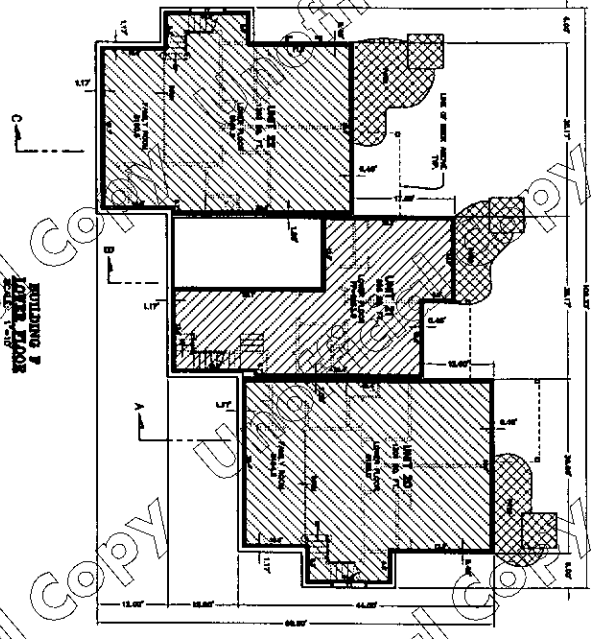
**IRONWOOD AT DEER VALLEY
PHASE II**

A UTAH EXPANDABLE CONDOMINIUM PROJECT
 LOCATED IN THE UNINCORPORATED QUARTERS SECTION 2N,
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, MERIDIAN 11W, S.W. 1/4

RECORD OF SURVEY MAP

JOB NO. 7-13-01 F.E.S. 10/10/01
 RECORDED
 STATE OF UTAH, COUNTY OF SUMMIT, AND TALS
 DATE _____ TIME _____ ROOM _____ PAGE _____
 FEE _____ RECORDS _____

BK1607 PG0046

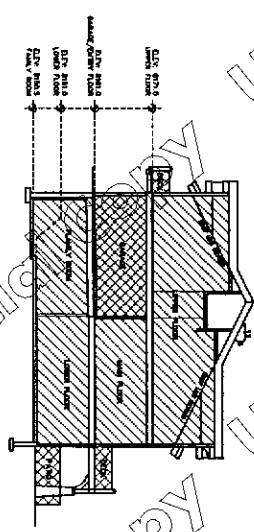


IRONWOOD AT DEER VALLEY
PHASE II

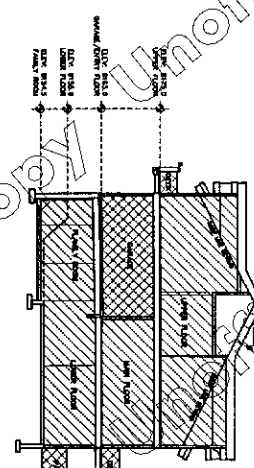
RECORD OF SURVEY MAP
A UTAH EXPANDABLE CONDOMINIUM PROJECT
TOWNSHIP 2 SOUTH, RANGE 9 EAST, ZONE 14N

DATE: 7-12-07
STATE OF UTAH
COUNTY OF SUMMIT
FILE NO. 1607-00047
RECORDED
PAGE 8 OF 8

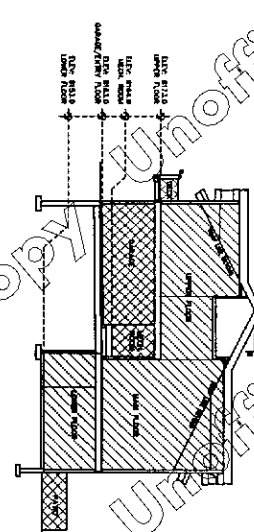
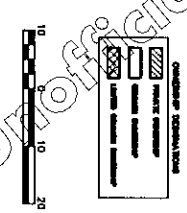
BK1607 PG0047



BUILDING 2-DWNT 22
SECTION 22



BUILDING 2-DWNT 20
SECTION 20



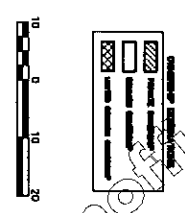
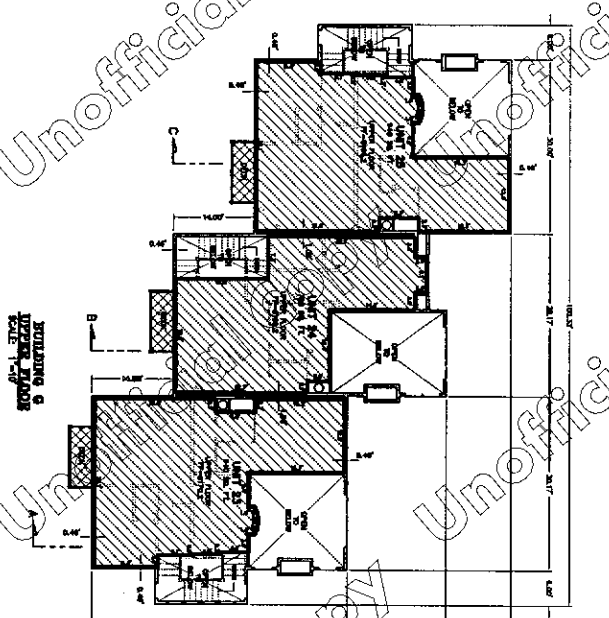
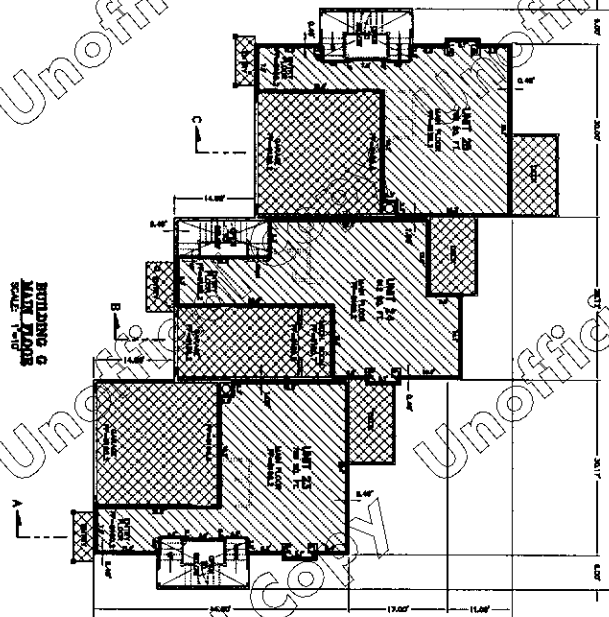
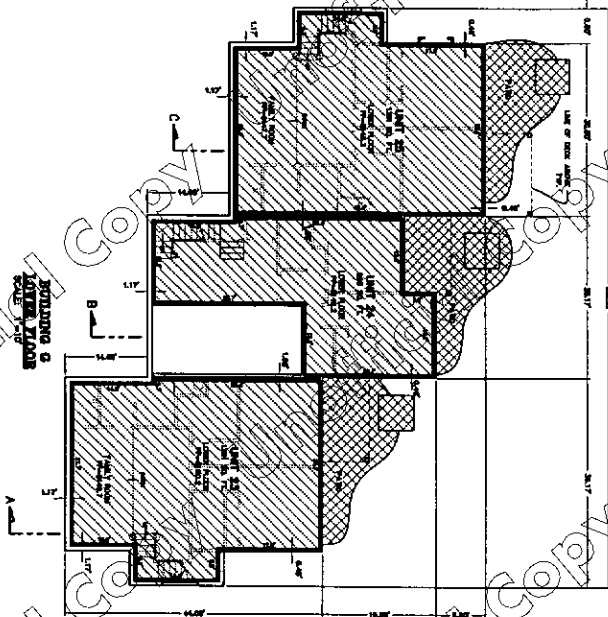
BUILDING 2-DWNT 21
SECTION 21

IRONWOOD AT DEER VALLEY
PHASE II

A UTAH EXPANDABLE CONDOMINIUM PROJECT
LOCATED IN THE NORTHWEST QUARTER SECTION 28
TOWNSHIP 3 SOUTH RANGE 1 WEST

RECORDED
STATE OF UTAH
COUNTY OF SUMMIT AND FIELD
DATE _____ BOOK _____ PAGE _____
FILE _____ RECORD# _____

PLAT NO. 7-11-02 (ELECTRONIC) UNRECORDED
MAY 7 OF 8



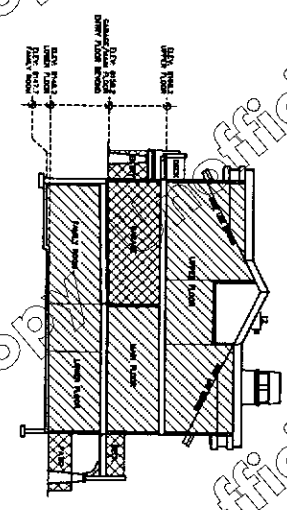
RECORD OF SURVEY MAP
IRONWOOD AT DEER VALLEY
 PHASE II

A UTAH EXPANDABLE CONDORINIUM PROJECT
 LOCATED IN THE NORTHWEST QUARTER, SECTION 28,
 TOWNSHIP 2 NORTH, RANGE 9 EAST, 11TH E.M.

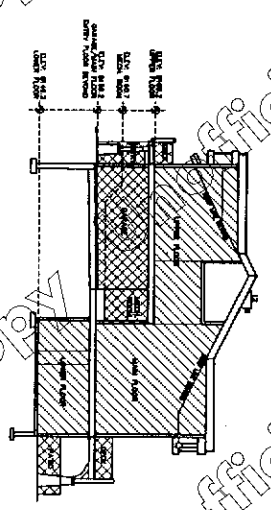
MADE & DATED
 THIS 15th DAY OF FEBRUARY, 2011
 AT THE COUNTY OF SALT LAKE, UTAH
 DATE _____ TIME _____
 FILE _____ RECORDS _____

BK1607 PC0049

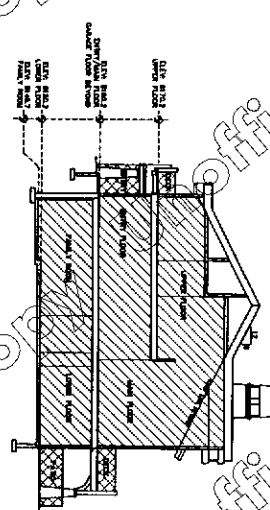
SECTION 2
 SCALE 1/4" = 1'-0"



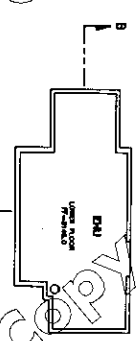
SECTION 3
 SCALE 1/4" = 1'-0"



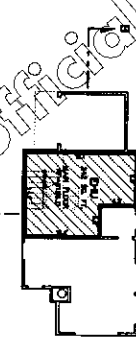
SECTION 4
 SCALE 1/4" = 1'-0"



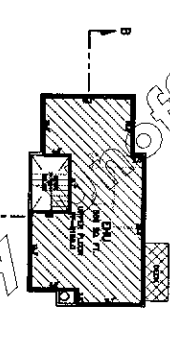
SECTION 5
 SCALE 1/4" = 1'-0"



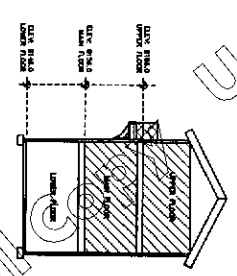
SECTION 6
 SCALE 1/4" = 1'-0"



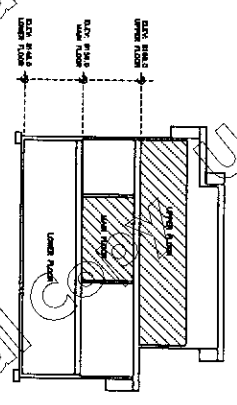
SECTION 7
 SCALE 1/4" = 1'-0"



SECTION 8
 SCALE 1/4" = 1'-0"



SECTION 9
 SCALE 1/4" = 1'-0"



RECORD OF SURVEY MAP
IRONWOOD AT DEER VALLEY
 PHASE II

A UTM EXPANDABLE CONDORINIUM PROJECT
 LOCATED IN THE NORTHERN QUARTER SECTION 24
 TOWNSHIP 2 NORTH, RANGE 4 EAST, 10TH P.M.

FILE NO. 7-11-03 FILED IN THE PUBLIC RECORDS OF THE STATE OF UTAH
 COUNTY OF SALT LAKE
 DATE _____ TIME _____
 BY _____
 REC'D _____