

After Recording, Return to:
Canyon Creek Commercial Center L.L.C.
c/o Woodbury Corporation
Attn: Legal Department
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109

ENT 41845:2014 PG 1 of 13
Jeffery Smith
Utah County Recorder
2014 Jun 19 10:52 AM FEE 37.00 BY SS
RECORDED FOR Title West - SLC
ELECTRONICALLY RECORDED

ARCHITECTURAL STANDARDS DECLARATION

This ARCHITECTUAL STANDARDS DECLARATION ("**Declaration**"), is made as of the 12th day of March, 2014, by CANYON CREEK COMMERCIAL CENTER L.L.C., a Utah limited liability company, and/or assigns ("**Declarant**").

RECITALS

WHEREAS, Declarant is the owner of certain real property in the City of Spanish Fork, County of Utah, State of Utah, known as the Canyon Creek Shopping Center, as substantially depicted on **Exhibit "A"** attached hereto ("**Master Planned Development**"), which may be expanded or contracted over time;

WHEREAS, it is the intent of the Declarant to develop the Master Planned Development, in accordance with the requirements, approvals, and entitlements as granted and established by Spanish Fork City ("**City**") in phases, each of which shall be subject to uniform architectural standards, to insure all phases are developed in an integrated and coordinated manner;

WHEREAS, as part of the Master Planned Development, Declarant is the owner of and hereby imposes the provisions of this Declaration on phase two of the Canyon Creek Shopping Center ("**CCSC Phase Two**") which is legally described on **Exhibit "B"** and depicted on **Exhibit "B-1"**, attached hereto; and

WHEREAS, it is the intent of Declarant to require all phases, as a part of the Master Planned Development, to conform with the standards and other requirements as set forth by the Architectural Control Committee, whose purpose is to review, critique all site plans, building plans, signage, and landscaping for each phase of the Master Planned Development.

NOW, THEREFORE, in order to assure the orderly, harmonious and beneficial development of the Master Planned Development, Declarant does hereby declare that CCSC Phase Two shall be subject to the provisions of this Declaration, which shall run with the land and shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in CCSC Phase Two or any part thereof, and all heirs, successors and assigns of such parties, on the following terms:



1. **Definitions.** The following terms shall have the meanings set forth below:

“Architectural Control Committee” or “ACC” shall mean and refer to the committee appointed by Declarant to which Declarant may delegate its architectural approval rights under this Declaration. The ACC may consist of one (1) or more member(s), which member(s) Declarant shall have the right, in its sole and absolute discretion, to appoint and thereafter remove or change.

“City” shall mean and refer to the city of Spanish Fork, Utah.

“Declarant” shall mean and refer to Canyon Creek Commercial Center L.L.C., or its successors and assigns.

“Governmental Regulations” shall mean and refer to any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, or conditions of approval or authorization of any governmental entity, agency or political subdivision.

“Improvements” shall mean and include, but not be limited to, buildings, permanent drive aisles, exterior lights, landscaping, screening walls, signs, utilities, walkways, or any other improvements constructed or located on any Lot (hereinafter defined below).

“Landscaping” shall mean and refer to a space of ground covered with lawn, living ground cover, shrubbery, trees and the like which may be complemented with earth berms, grass materials or any materials commonly used in xeriscaping, masonry or similar materials, water courses, and associated areas all harmoniously combined with themselves and with other improvements.

“Lot(s)” shall mean and refer to any parcel of land shown upon any separately subdivided lot as shown on the recorded subdivision plat approved by the City and recorded at the Utah County Recorder’s office.

“Master Planned Development” shall mean and refer, but not be limited to, the property depicted on **Exhibit “A”**.

“Owner(s)” shall mean and refer to, at any particular time, (i) the person (including Declarant) or persons collectively holding record fee title to any Lot within CCSC Phase Two or any portion thereof or (ii) an occupant of CCSC Phase Two who is a lessee under a lease or sublease and to whom the lessor has assigned its rights and obligations as an Owner hereunder and the same have been assumed by such lessee or sublessee (in which case such lessor shall not be deemed to the Owner thereof for purposes of this Declaration during the term of said assignment).



“Perimeter Landscape Areas” shall mean and refer to the areas as depicted on **Exhibit “C”**, attached hereto and incorporated herein, which areas may be modified as site plans are approved.

“CCSC Phase Two” shall mean and refer to the all Lots legally described on **Exhibit “B”** and depicted on **Exhibit “B-1”**, or as may be further subdivided.

2. **Architectural Control**

2.1 **Architectural Control Committee.** The Architectural Control Committee (“ACC”) shall be composed of an individual or individuals appointed by Declarant to constitute a committee to which Declarant may delegate its architectural approval rights under this Declaration. The ACC shall consist of one (1) or more member(s), which member(s) Declarant shall have the right, in its sole and absolute discretion, to appoint and thereafter remove or change. Declarant may assign its right to appoint the ACC member(s) to its successors or assigns, or to any other party.

2.2 **Approval Process.** No building, Landscaping or Improvements of any kind or character and no exterior alteration thereof shall be constructed, reconstructed, placed, or altered on any CCSC Phase Two Lot until the required documentation has been submitted to and approved in writing by the ACC and the City, through the process set forth below in this Section 2.2.

a. Owner shall submit two (2) copies of its concept site plan and building elevations to the ACC, and such other information as the ACC may request in its sole discretion, all of which to be provided at the sole cost and expense of Owner, at the address of which Declarant shall have notified the Owner or, if none, at the address set forth in Section 4.03.

b. After the ACC’s review and approval (if granted), Owner shall then submit the following documentation to the ACC and City (collectively, the “Plans”):

(i) Site Plan, including complete civil drawings, utility lines and connections, and the landscape drawings surrounding the building. Owner shall submit one (1) copy to the City Engineering Department and one (1) copy to the ACC; and

(ii) Building Plans: Owner shall submit complete building plans and material boards to the ACC for approval prior to submitting to the City Building Department for approval. ACC approval is mandatory before the City shall approve submissions.

c. Plans shall be returned to the Owner submitting them with the approval or disapproval of ACC endorsed thereon. In the event ACC fails to approve or disapprove of any Plans within ninety (90) days after the receipt thereof, such Plans shall be deemed not approved.

d. Once written ACC and City approval is given with respect to Plans, the Owner constructing such building or other Improvements shall have the right to construct such buildings and other Improvements described in the Plans provided that they are in accordance with the approved Plans. If the Owner desires to make any alterations, modifications and revisions thereto and/or future alterations or modifications to the approved Plans, it must submit such request for ACC approval (and City approval, if applicable) before it commences any work.

e. Neither the Declarant nor the ACC shall not be liable for damages to any Owner submitting Plans, or to any occupant of any portion of CCSC Phase Two, by reason of any actual or alleged mistake in judgment, negligence or nonfeasance arising out of, or in connection with, the approval, disapproval, review or failure to approve any such Plans. Every Owner who submits Plans to ACC for approval agrees, by submission of such, and every occupant of any portion of CCSC Phase Two agrees, by acquiring title thereto or interest therein, that he will not bring action or suit against Declarant or the ACC to recover any such damages.

2.3 Defects in Plans. The exercise by Declarant, the ACC, or any assignee(s), of its right to review and approve Plans which are submitted, revised or approved in accordance with this Declaration shall not constitute a determination by Declarant, the ACC, or any assignee(s) of the engineering or structural design, sufficiency or integrity of the improvements contemplated by such Plans, nor a determination of the compliance of such Plans with any applicable building codes, safety features, standards or any Governmental Regulations. Declarant, the ACC, or any assignee(s) shall not be responsible or liable in any way for any defects in any Plans and Specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such Plans and Specifications.

2.4 Standards and Criteria. Declarant may adopt and promulgate detailed architectural standards and design criteria from time to time.

3. Improvements

3.1 Perimeter Landscaping.

a. Declarant has accepted the City's requirements for all landscaping and the responsibility for construction and maintenance of all related

Improvements within the Perimeter Landscape Areas of the Master Planned Development.

- b. Approval of any Plans by the City or the ACC is contingent upon the Owner entering into a separate agreement with the Declarant regarding the Perimeter Landscape Areas.

3.2 Site Landscaping. All site landscaping shall be completed within thirty (30) days of completion of a building on the Lot unless such time for completion is specifically extended in writing by Declarant, which may grant extensions in the event weather conditions preclude landscaping completion within the thirty (30) day deadline.

3.3 Signs.

a. Freestanding Signs. Declarant hereby reserves, to itself and its successors and assigns, an easement for the installation and maintenance of all freestanding signs within the CCSC Phase Two and the Master Planned Development. Nothing in this Section 3.3 shall limit or prohibit Declarant from establishing different or additional sign locations and/or easements. All sub-rights to be allocated by separate sign license agreements with Owners.

b. Building Signs. All building signage must be approved in writing by the ACC and must comply with any and all applicable Governmental Regulations.

4. General Provisions

4.01 Duration. This Declaration shall be perpetual and shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors or assigns. Declarant reserves the right to terminate this Declaration, in which case it shall cause to be recorded an instrument acknowledging such termination.

4.02 Modifications and Amendment. Declarant expressly reserves the right to amend this Declaration at any time and from time to time, in its sole discretion. Any such amendment shall be effective upon the recording in the Utah County Recorder's office of an instrument duly executed by Declarant accurately identifying the section or paragraph hereof (or the applicable part(s) of such section(s) and paragraphs) which are being amended or modified and stating the amendment or modification being made.

4.03 Notices. Any notice, demand, communication, certification, approval, consent, invoice and/or request (individually referred to as "Notice"), required or allowed hereunder to be given to or by Declarant, the ACC, or Owner(s), shall be made

in writing and shall be delivered by certified or registered U.S. mail, postage prepaid with return receipt requested. Notice shall be deemed given when actually received or when such delivery is refused.

(a) Notice to Declarant or ACC shall be delivered to the following addresses or such other addresses as either shall designate by notice properly delivered in accordance with this Section 4.03:

If to Declarant:

Canyon Creek Commercial Center
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attn: Office of General Counsel

With a copy to:

WPI
5455 West 11000 North, Suite 202
Highland, Utah 84003
Attn: Richard L.K. Mendenhall

If to ACC:

Canyon Creek Architectural Control Committee
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attn: Architechure Department

(b) Notice to any Owner shall be delivered to the address to which property tax statements are delivered by the taxing authority.

4.04 Invalidity of Provision. If a court of competent jurisdiction should hold any provision of this Declaration, or the application thereof to any person or any circumstance, to be invalid, void, illegal, the remaining provisions hereof and the application of such provision to any person and any circumstance other than those as to which it is held to be invalid, void, or illegal, shall nevertheless remain in full force and effect to the maximum extent permitted by law and shall not be affected thereby.

4.05 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the CCSC Phase Two is

and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein, by reference and otherwise, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the CCSC Phase Two.

4.06 Section Headings. The Section headings used herein are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the respective Sections to which they refer.

4.07 Construction on CCSC Phase Two by Declarant. Nothing in this Declaration shall limit the right of Declarant to alter the size, configuration and topography of any Lot which it owns, or to construct thereon such additional Improvements as Declarant deems necessary or advisable. Such right shall include but shall not be limited to erecting, constructing and maintaining on CCSC Phase Two such structures and displays as may be reasonably necessary to complete CCSC Phase Two and/or disposition of the same by sale, lease or otherwise. This Declaration shall not limit the right of Declarant at any time to establish on CCSC Phase Two additional licenses, reservations, and rights-of-way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposition of the CCSC Phase Two. Declarant reserves the right to alter its construction plans and designs as it deems appropriate in its sole and absolute discretion. The rights of Declarant hereunder may be assigned to any successor(s) to all or part of said entity's respective interest in the CCSC Phase Two, by an express assignment incorporated in a recorded instrument, as the case may be, transferring such interest to such successor.

4.08 Modifications to Site Plans as Depicted. The site plans referred to in any exhibits, attached hereto and incorporated herein, are for conceptual purposes only, and shall in no way limit or bind Declarant or ACC. Any modification of any site plan or exhibit shall not constitute or require an amendment of this Declaration.

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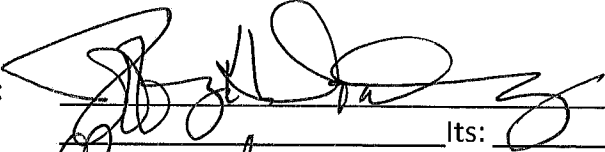


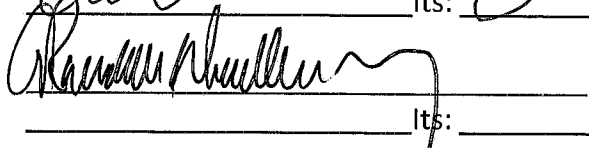
IN WITNESS WHEREOF, the parties have caused this Declaration to be executed effective as of the day and year first above written.

CANYON CREEK COMMERCIAL CENTER L.L.C., a Utah limited liability company

By: TENEDOR L.L.C., a Utah limited liability company, Its Manager

By: WOODBURY CORPORATION, a Utah corporation, Its Manager

By:  _____ Its: _____

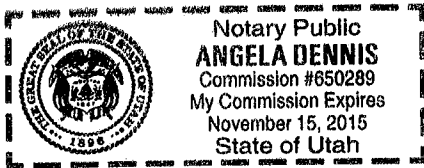
By:  _____ Its: _____

By:  _____
Richard L.K. Mendenhall, Its Manager

ACKNOWLEDGEMENTS

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

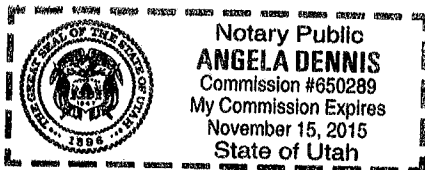
On this 12th day of March, 2014, before me personally appeared Jeffrey K. WOODBURY and O. Randall WOODBURY, to me personally known, who being by me duly sworn did say that they are the Vice President and President of WOODBURY CORPORATION, which is a Manager of TENEDOR L.L.C., a Utah limited liability company, the Manager of CANYON CREEK COMMERCIAL CENTER L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.



Angela Dennis
Notary Public

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

On this 12th day of March, 2014, before me personally appeared RICHARD L.K. MENDENHALL, to me personally known, who being by me duly sworn did say that he is the Manager of TENEDOR L.L.C., a Utah limited liability company, the Manager of CANYON CREEK COMMERCIAL CENTER L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.



Angela Dennis
Notary Public

EXHIBIT "A"
 MASTER PLANNED DEVELOPMENT



EXHIBIT "B"
LEGAL DESCRIPTION OF CANYON CREEK SHOPPING CENTER PHASE TWO

ALL of Lots 1, 2, 3 and 4, Phase 2, Canyon Creek Shopping Center Subdivision according to the official plat thereof on file in the office of the Utah County Recorder.



EXHIBIT "B-1"
DEPICTION OF CANYON CREEK SHOPPING CENTER PHASE TWO

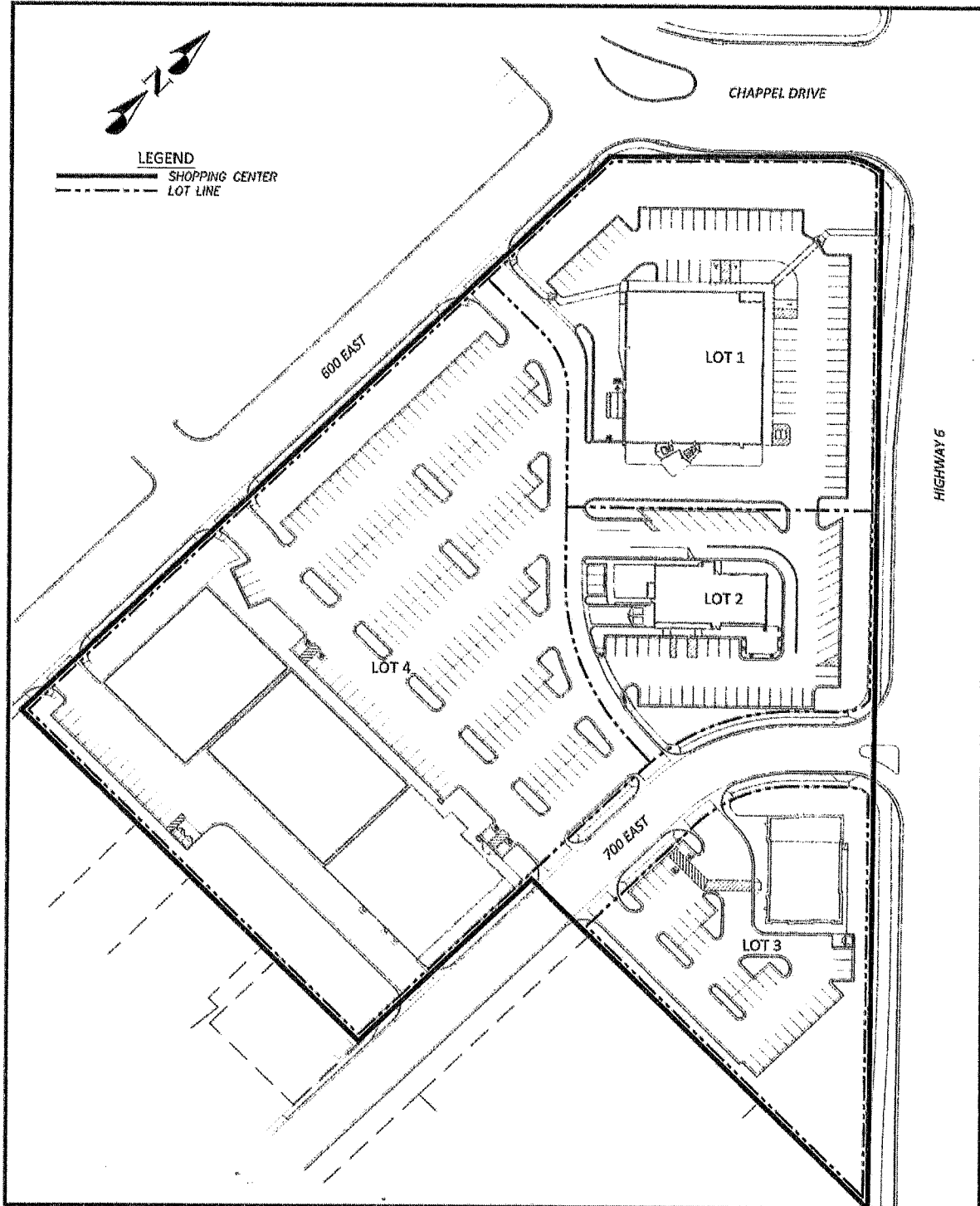


EXHIBIT "C"
DEPICTION OF PERIMETER LANDSCAPE AREAS

