FIRST AMERICAN TITLE 38.1# 4941/61

WHEN RECORDED MAIL TO: Pure Properties, LLC 4378 W. Sunblossom Circle West Jordan, UT 84088 10267181 11/5/2007 1:58:00 PM \$14.00 Book - 9533 Pg - 8667-8669 Gary W. Ott Recorder, Salt Lake County, UT FIRST AMERICAN TITLE BY: eCASH, DEPUTY - EF 3 P.

GRANT OF USE/PARKING RESTRICTION,

This Grant of Use/Parking Restriction is dated this 2 day of with 2007 and is made and executed by PURE PROPERTIES, LLC, A Utah Limited Liability Company.

WHEREAS, by way of a Special Warranty Deed of even date herewith, Pure Properties, LLC has acquired the following described parcel of real property from Bangerter 15, L.C. that is located in Salt Lake County, State of Utah:

## LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE IS MADE A PART HEREOF

WHEREAS, as part of the consideration due from Pure Properties, LLC, to Bangerter 15, L.C. for the conveyance of the real property described in the foregoing paragraph, Pure Properties, LLC has agreed to restrict the use of said property and thereby limit the number of parking stalls required for that use as provided for herein.

THEREFORE, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Pure Properties, LLC agrees that:

- 1. It will not construct improvements within and/or utilize said property in such a manner that will cause the Draper City ordinances to require that more than four (4) parking stalls for Unit No. 3, within the Bangerter 15 Condominium project be utilized to accommodate such construction and/or use. Any improvement requiring a building permit according to municipal ordinances, shall be so permitted prior to commencement of construction.
- 2. All proposed construction shall be approved by the Board of Trustees of the Owners Association for Bangerter 15 Condominiums, said approval shall be in accordance with the DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF BANGERTER 15 CONDOMINIUMS.
- 3. Bangerter 15, L.C. and the Owners Association for Bangerter 15 Condominiums shall be entitled to enforce the restriction set forth herein.
- 4. The terms hereof shall be binding upon Pure Properties, LLC and its successors and assigns.

EXECUTED by Pure Properties, LLC on the day and year first written above.

PURE PROPERTIES, LLC

Residing in: Salt Lake City, UT

My commission expires:

7/28/2010

a Ctan Limited Liability Company
ANA STATE OF THE PARTY OF THE P
By: Kevin N. Finch, Registered Agent
STATE OF Wah )
STATE OF Whah ) COUNTY OF SaltLalo ) ss.
On the Ind day of November 2007, personally appeared before me Kevin N. Finch , who being by me duly sworn did asknowledge that he is the Registered Agent of Pure Properties II.C. a Utah
acknowledge that he is the <u>regreered rigerie</u> of rule rioperties, LLC, a Otali
Limited Liability Company and that the foregoing instrument was signed on behalf of
said limited liability company, by authority of its articles of organization and/or its
operating agreement and said Kevin N. Finch , acknowledged to me that said limited liability company executed the same.
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## EXHIBIT "A"

Unit 3, Building 78 W contained within the BANGERTER 15 CONDOMINIUMS, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah on April 5, 2007 as Entry No. 10057350 in Book 2007P at Page 156, and in the Declaration of Covenants, Conditions and Restrictions and Bylaws of the BANGERTER 15 CONDOMINIUMS, recorded in Salt Lake County, Utah on April 5, 2007 as Entry No. 10057351 in Book 9446 at Page 90 of the Official Records.

Parking Based Development Rights in the number of 4 of the Bangerter 15 Condominiums, as such is identified in the Record of Survey Map recorded in the Recorder's Office of Salt Lake County, State of Utah.

TOGETHER WITH: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

Sidwell # part of: 33-01-276-016