

When recorded, return to:
Founders Title Company
746 East Winchester Street #100
Salt Lake City, UT 84107

F. 81084

**COVENANTS, CONDITIONS AND RESTRICTIONS AND
NOTICE OF MASTER PLAN AND DESIGN GUIDELINES
AND GRANT OF EASEMENTS**

(For Recording Purposes)

COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF MASTER PLAN AND DESIGN GUIDELINES AND GRANT OF EASEMENTS made as of April 12, 2012 by and between MAXIMILLIAN CORETH and POWDER RIDGE ASSOCIATION OF UNIT OWNERS, a Utah corporation (the "Association"), their successors and assigns, who agree as follows:

- 1. Property. Owner is the owner of the real property (the "Property") situated in the Town of Alta, County of Salt Lake, State of Utah, and particularly described in Exhibit A attached hereto and incorporated herein by this reference. The Property is part of the Powder Ridge Planned Unit Development, which encompasses the Powder Ridge Condominiums (the "Project").**
- 2. The Association. The Association is an entity formed pursuant to the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated (1953, as amended).**
- 3. Covenants of Owner and the Association. Owner and the Association hereby enter into the following covenants, conditions and restrictions affecting the Property which both benefit and burden the Property, and the other property constituting the Project and which run with the land.**

3.1 Covenants of Owner and the Association. Owner hereby covenants with the Association as follows:

- (a) Development in Accordance with Master Plan and Design Guidelines. Owner shall construct all buildings and other improvements on the Property and develop the Property in full accordance with the attached Master Plan and Design Guidelines.**
- (b) Compliance with Laws. Owner shall own and operate the Property in compliance with all applicable laws, regulations and ordinances which affect the Property or which may affect the Property in the future.**

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4/20/2012 11:15:00 AM \$50.00
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Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 21 P.

3.2 Covenants of Owner to the Association. Owner hereby covenants with the Association as follows:

Covenant to Pay Assessments of the Association. Owner, Owner's heirs, successors and assigns, agree to pay to the Association the proportionate share of the "Common Expenses," as such term is defined in Section 2 of the Declaration, including but not limited to, the Common Expenses attributable to an on-site manager's unit and said manager's salary, management fee and other expenses, road maintenance, repair and snow removal, garbage removal and all utilities which are not separately metered, but specifically excluding the Common Expenses attributable to the maintenance, repair, insurance and capital improvements to buildings located within the Project (except for the manager's unit). For purposes hereof the term "proportionate share" shall be defined to mean the quotient obtained by dividing the numerical value one (1) by the total number of all condominium buildings and homes at Powder Ridge, including Owner's home but excluding the resident manager's unit. Owner's share of the Common Expenses referred to above shall be computed as if the Property were part of the "Land" described in Section 3 of the Declaration and the Association shall have all of the rights pertaining to Assessments as are set forth in the Declaration as if the Property were part of the Powder Ridge Condominium Regime.

It is understood and agreed that the current formula for calculating the assessments on the Property is 1/17 of all PUD common area expenses. Said assessments and charges are billed on a quarterly basis. Owner shall pay all other costs and expenses of the Property, including property taxes, utilities, maintenance, and repairs.

4. Master Plan and Design Guidelines. The Town of Alta approved the Amended Master Site Plan for the Powder Ridge PUD (the "Master Plan") on April 28, 2009. Design Guidelines (the "Design Guidelines") have been amended to reflect this Master Plan. Attached hereto as Exhibit B is a copy of the Master Site Plan and Design Guidelines. Reference must be made to the Master Site Plan and Design Guidelines for the terms and conditions thereof. In the event of a conflict between the terms of this document and of the Master Plan or Design Guidelines, the terms of the Master Plan and Design Guidelines shall govern.

5. Grant of Easements. The Association hereby grants to Owner a non-exclusive easement for pedestrian and vehicular ingress, and egress and for connection to public utilities over, across, under and through "Powder Ridge Drive" and "Powder Ridge Court" as the same are described in the Declaration of Condominium for Powder Ridge (the "Declaration") and the

Record of Survey Map (the "Map") recorded in the official records of the Salt Lake County, Utah Recorder's office as the same may be amended from time to time (such areas of real property affected by the foregoing easements, as the same are amended from time to time, are referred to herein collectively as the "Easement Area"). Nothing contained herein shall allow the Association to amend the Declaration or the Map in any respect which would materially interfere with the easements granted herein.

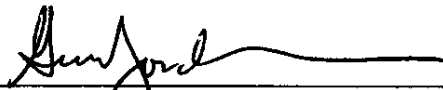
6. Easements, Covenants, and Obligations Run with the Land. The easements set forth herein and the covenants and obligations of the Association and Owner hereunder shall run with the Property and the Easement Area and shall be binding upon and inure to the benefit of the Association, Owner, and their respective successors and assigns in the Property and the Easement Area.

IN WITNESS WHEREOF, the parties have executed this Covenants, Conditions and Restrictions and Notice of Master Plan and Design Guidelines and Grant of Easements as of the day and year first above written.

MAXIMILLIAN CORETH

Maximillian Coreth

POWDER RIDGE ASSOCIATION OF UNIT OWNERS



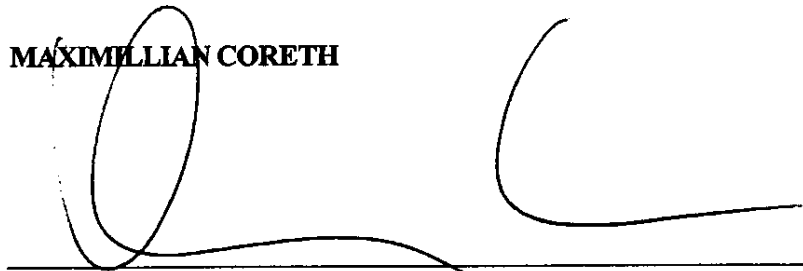
Guy Jordan - President

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IN WITNESS WHEREOF, the parties have executed this Covenants, Conditions and Restrictions and Notice of Master Plan and Design Guidelines and Grant of Easements as of the day and year first above written.

MAXIMILLIAN CORETH

A handwritten signature in black ink, appearing to read 'Maximillian Coreth', written over a horizontal line.

Maximillian Coreth

POWDER RIDGE ASSOCIATION OF UNIT OWNERS

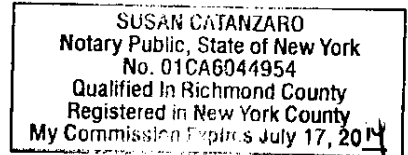
A handwritten signature in black ink, appearing to read 'Guy Jordan', written over a horizontal line.

Guy Jordan -President

STATE OF New York)
:ss.
COUNTY OF Richmond/NY)

The foregoing instrument was acknowledged before me on the 19th day of
April 2012, by Maximillian Coreth.

Susan Catanzaro
NOTARY PUBLIC
Residing at: New York NY



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

The foregoing instrument was acknowledged before me on the 10 day of
April 2012, by Guy Jordan, President.

Duane J. Phillips
NOTARY PUBLIC
Residing at: Salt Lake City, UT.



Attached Exhibits:

Exhibit A - Legal Description of the Property

Exhibit B - Master Plan

Exhibit C - Design Guidelines

STATE OF)
 :ss.
COUNTY OF)

The foregoing instrument was acknowledged before me on the _____ day of April 2012, by Maximillian Coreth.

NOTARY PUBLIC
Residing at: _____

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

The foregoing instrument was acknowledged before me on the 10 day of April 2012, by Guy Jordan, President.



Duane J. Phillips
NOTARY PUBLIC
Residing at: Salt Lake City, UT.

Attached Exhibits:

- Exhibit A - Legal Description of the Property
- Exhibit B - Master Plan
- Exhibit C - Design Guidelines

Exhibit A

POWDER RIDGE PARCEL F-3

Beginning at a point which is the Northeast corner of Section 6, Township 3 South,

Range 3 East, Salt Lake Base and Meridian; and running thence South 25°50'13"

East 2396.31 feet; thence South 65°13'00" West 225.02 feet along the Southerly line

of Dwyer No. 4 Mineral Claim (M.S. #5489) to a point on the Northerly side of the

right-of way line of Powder Ridge Drive; thence North 71°40'00" West 248.64 feet

along said right-of-way line to the true point of beginning; thence North 71°40'00"

West 6.48 feet to a point on a 235.00 foot radius curve to the right (center bears

North 18°20'00" East 235.00 feet of which the central angle is 26°40'47"); thence

Northwesterly along the arc of said curve 109.43 feet; thence North 18°20'00" East

89.44 feet to a point being on the centerline of Little Cottonwood Creek, the following two calls being along said centerline; 1) thence South 65°38'49" East 71.97

feet; 2) thence North 88°03'31" East 43.10 feet; thence South 18°20'00" West 121.85

feet to the true point of beginning.

Exhibit B

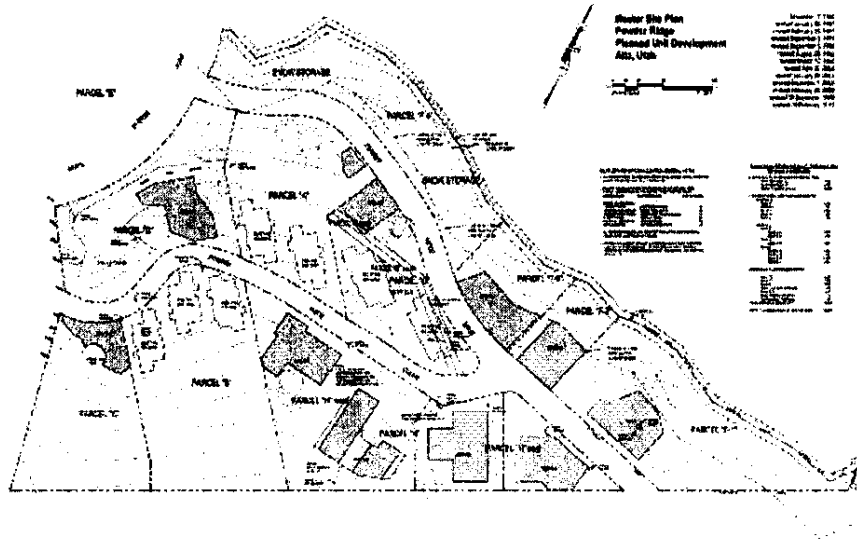


EXHIBIT C

Powder Ridge, Alta • Amended Design Guidelines
January 19, 2012

A) Permitted Uses

1. Single Family Dwellings (as defined in the Uniform Zoning Ordinance of the town of Alta, Utah, Section 22.1.6.)
2. Two Family Dwellings (as defined in the Uniform Zoning Ordinance of the town of Alta, Utah, Section 22.1.6) to be located wholly within alternate Areas of Disturbance H-West and G-3.
3. Multiple Family Dwellings (as defined in the Uniform Zoning Ordinance of the town of Alta, Utah, Section 22.1.6), limited to four dwelling units per building, to be located wholly within alternate Areas of Disturbance G-3 and/or H-West.
- 4 One (1) caretaker unit, located within Parcel A per the Revised Powder Ridge Master Plan approved April 21, 2009, for housing the maintenance personnel for the entire Planned Unit Development.
- 5 Rental of a single-family dwelling, two family dwelling unit, or multiple family dwelling units as defined in Section 22.1.6. of the Uniform Zoning Ordinance are limited to a single family as defined in Section 22.1.6. of the same title.

B) Single Family Dwellings

1. The minimum total gross square footage including basements of each Single Family Dwelling unit is 2,500 square feet, and the maximum total gross square footage shall not exceed 4,400 gross square feet. Private garages are limited in size to 500 gross square feet and to the shelter of two (2) vehicles, and may be excluded from the total gross square footage calculation
2. A Single Family Dwelling is restricted to having a footprint of not more than 2,500 square feet, regardless of the configuration. (The footprint of a building is defined as the area enclosed by its perimeter walls as they make contact with the natural grade, whether that contact be physical or a hypothetical shadow cast downward by a light source directly overhead).

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3. A Single Family Dwelling shall consist of not more than a kitchen, living room, dining room, family room, bathrooms, utility room, mechanical equipment space, mudroom (or breezeway), vestibule, and five "other" rooms which may include any combination of the following: bedroom, exercise room, darkroom, recreation room, attic, cellar, basement, conservatory, billiard room, trophy room, greenhouse, spa enclosure, windsurfer storage area, and the like, with adequate circulation among them.

C) Two Family and Multiple Family Dwellings/Condominiums

1. The maximum total gross square footage including basements of each Two Family Dwelling unit is 2,000 square feet and hence the maximum total gross square footage including basements for a Two Family Dwelling building is 4,000 square feet. Private garages for Two Family Dwelling buildings are limited in size to 900 gross square feet and to the shelter of four (4) vehicles and may be excluded from the above defined gross square footage calculation.
2. The maximum total gross square footage for a dwelling unit as a portion of a Multiple Family Dwelling building is 2,000 square feet. The maximum number of dwelling units comprising a Multiple Family Dwelling building is four (4), and hence the maximum total gross square footage including basements for a Multiple Family Dwelling building is 8,000 square feet. Private garages for Multiple Family Dwelling buildings are limited in size to 450 gross square feet and the shelter of two (2) vehicles per dwelling unit and may be excluded from the above-defined gross square footage calculation.
3. A Two Family Dwelling building is restricted to having a footprint of not more than 2,500 square feet, regardless of the configuration. A Multiple Family Dwelling building is restricted to having a footprint of not more than 1,250 square feet per dwelling unit, and hence a maximum footprint of 5,000 square feet. (The footprint of a building is defined as in Section "B) 2." of this title.)
4. A Two Family and/or Multiple Family Dwelling unit shall consist of not more than a kitchen, living room, dining room, family

room, bathrooms, utility room, mechanical equipment space, mudroom (or breezeway), vestibule, and three (3) "other" rooms which may include any combination of the following: bedroom, exercise room, darkroom, recreation room, attic, cellar, basement, conservatory, billiard room, trophy room, greenhouse, spa enclosure, windsurfer storage area, and the like, with adequate circulation among them.

D) Areas of Disturbance

1. Areas of Disturbance for eight (8) Single Family Dwellings have been delineated on the Powder Ridge Planned Unit Development master site plan revised April 21, 2009 and marked C, D, F-1, F-2, F-3, G-2, H-3, and H-4.
2. Areas of Disturbance for 12 (twelve) dwelling units comprising Two Family and/or Multiple Family Dwelling Buildings (as defined in Section "C) 2." of this title) have been delineated on the Powder Ridge Planned Unit Development master site plan revised April 21, 2009 and marked G-3 (4 [four] dwelling units) and H-1 and H-2 (8 [eight] dwelling units).
3. Areas of Disturbance are marked to protect natural vegetation, natural waterways, peculiar landforms, view corridors and privacy. *Because the slope and terrain of Parcels F-2 and F-3 is not natural, the area around the Area of Disturbance may be graded to accomplish an attractive finished grade up to the building.* All trees, no matter their size, are protected by a fifteen-foot (15'-0") radius (Parcel C, ten-foot (10'-0")) within which the soil will remain untouched throughout construction and life of the Single Family Dwelling. Also, with the exception of Parcels C, A, G-2, F-2 and F-3, no part of any Area of disturbance will encroach upon a thirty-five foot (35'-00") arc swung from the extremity of a contiguous Area of Disturbance.
4. The maximum 2,500 square foot footprint of each Single Family Dwelling must fit wholly within one of the *eight (8)* Areas of Disturbance. Likewise, the maximum footprint of each Multiple Family Dwelling Building must fit wholly within the Alternate Areas of Disturbance G-3 and H-West.

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5. *The Resident Manager's unit is located on Parcel A adjacent to G-2 and is delineated on the Powder Ridge Master Site Plan revised April 21, 2009. (Said resident manager will serve both the existing Powder Ridge Condominium and the remainder of the planned unit development consisting of Single Family Dwellings/Condominiums and/or Single Family and Two Family and/or Multiple Family Dwellings being proposed on the premises.)*

E) Yard Regulations

1. Perimeter lines of the Areas of Disturbance are treated the same as those of the front, rear and side yards of lots in all other Alta zones, and are subject to the same exceptions as listed in 22.2.9: "Every part of a required yard shall be open to the sky, unobstructed except for the ordinary projections of skylights, sills, belt courses, cornices, chimneys, flues, and ornamental features which project into a yard not more than three (3) feet, and open or lattice enclosed fire escapes, fireproof outside stairways, and balconies upon fire towers projecting into a yard not more than five (5) feet."
2. Patios, courtyards, decks, porches, yards and all other manipulated outdoor, "negative" spaces included in a site plan for any Single Family Dwelling must also fit wholly within the Area of Disturbance.
3. Under no circumstances will any of the above outdoor spaces or fire escapes, stairways, etc., encroach upon the inviolable fifteen-foot (15'-0") radius (Parcel C, ten-foot (10'-0")) scribed and staked around the existing trees, regardless of their sizes.

F) Height Regulations

- 1) No Single Family Dwelling shall be erected to a height greater than three, (3), stories, nor less than one, (1), story. In no case will a Single Family Dwelling be allowed to reach a height greater than thirty-five feet (35'-0") above the lowest finished grade adjacent to the footprint.
- 2) A "story", as defined in the Uniform Zoning Ordinance of the town of Alta, Utah, Section 22.1.6, is that portion of a building

included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a useable or unused under-floor space is more than six feet above grade as defined herein for more than 50 percent of the total perimeter or is more than 12 feet above grade as defined herein at any point, such useable or unused under-floor space shall be considered as a story.

- 3) For reasons of preserving view corridors, a portion of Area of Disturbance H-3 is restricted in building height to 15'-0" and so marked on the Powder Ridge Planned Unit Development master site plan.

Powder Ridge Planned Unit Development:

Net Developable Acreage/Existing and Proposed Coverage

1. Gross Lot Area: 8.1 Acres (352,836 square feet)
2. Allowable PUD coverage: 88,209 square feet (25% x 352,836)
3. Total Net Developable Acreage: 5.4 acres
4. Current PUD Coverage: 74,999 s.f. (see Exhibit 1)
5. Proposed PUD Coverage: 13,210 s.f. (see Exhibits 1 & 2)
6. Total and Final PUD Coverage: 88,209 square fee

Revised Powder Ridge Master Plan –Allotted Coverage and Bedrooms

	Coverage	Bedrooms
Total PUD Area:8.1 acres	352,836	
Total Allowable PUD Coverage and Bedrooms	88,209	108
 <i>Less Coverage Currently Used</i>		
PUD Master Plan: Condos and Roads (1)	39,529	30
Single Family Footprints	10,800	21
Single Family Driveways	1,817	
Single Family Patios	600	
Multi-Family Footprints	14,297	37
Multi-Family Driveways	3,240	
Multi-Family Patios	1,956	
Existing Anctil-Libre (G-2) Coverage	1,280	2
Caretaker Unit	730	1
Reserved	750	
Total Coverage Currently Used	74,999	91
Net Unused Coverage	13,210	
 <i>Unused Coverage Allocated by Revised Master Plan</i>		
Parcel G-2 bringing total to 2475	1,195	3
Powder Ridge Condo Association	450	
Parcel F-2	3,400	5
Parcel F-3	3,400	5
Parcel C	2,600	4
Turnaround	2,165	
Total Allocated by Revised Master Plan	13,210	17
Totals	88,209	108

(1) Powder Ridge Court not graded and paved-2621 sq feet
 Powder Ridge Drive not graded and paved-600 sq feet

FOUNDERS TITLE COMPANY

AFFIDAVIT TO BE SIGNED BY SELLER IN CONNECTION WITH
TITLE INSURANCE POLICY TO BE ISSUED BY FOUNDERS TITLE COMPANY
(VACANT Property)

Order No. F-00081084
County: SALT LAKE
State: Utah

The undersigned, being first duly sworn, deposes and says that to the best of our knowledge:

I am a citizen of the United States, of legal age and have never been known by any other name other than that set out below; except, (if none, state "none". If known by another name give name and dates known as same):

I have owned the property described as follows:

9961 East Powder Ridge Drive
Alta, UT 84092

and now being sold by me continuously for 20 years last past, and enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to my knowledge, nor do I know of any facts by reason of which the title to, or possession of said property might be disputed or questioned, or by reason of which any claim to any of said property might be asserted adversely to me;

No proceedings in bankruptcy, judgments, state or federal tax liens have ever been instituted by, or against me, and I have never made an assignment for the benefit of creditors; except as shown in Founders Title Company Commitment No. F-00081084, referenced above.

I know of no contracts for the making of repairs or improvements on said premises except as follows (if none, state "none"):

I have not been divorced except as follows (if none, state "none"):

Section 1445 of the United States Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. The undersigned hereby certifies the following on behalf of the Transferor:

Transferor IS or IS NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations):

Transferor's employer identification number/social security number(s) is/are:

016-32-1675

My business and home address during the past ten years have been as follows:

Business Address: _____
Home Address: 9914 E Powder Run Rd ALTA UT 84092

This affidavit is given to induce FOUNDERS TITLE COMPANY to issue its title insurance policy or policies on behalf of MAXIMILLIAN CORETH.

Given under my hand this 12 day of April, 2012.

Thomas O. Richardson
THOMAS O. RICHARDSON, Trustee

REAL ESTATE TAX AGREEMENT FORM

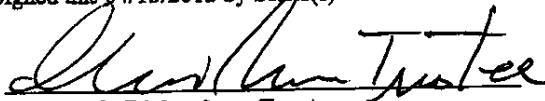
Order No. 00081084

It is hereby understood and agreed between the Buyer(s) and Seller(s) of the property known as 9961 East Powder Ridge Drive, Alta, UT 84092

that the taxes for the current year have been adjusted as of this date on the basis of:

1. Taxes have not been prorated and will be prorated directly between parties when due.
2. Taxes have been prorated on the basis of the previous years taxes of \$ and are considered a final settlement.
3. Taxes have been prorated on the basis of the previous years taxes of \$ and will be readjusted between Buyer and Seller when the actual tax statement becomes available.
4. Taxes have been prorated on the actual assessed amount for the year , and are considered a final settlement.
5. Taxes have been prorated on an estimate of \$ for the year and are considered to be a final settlement.
6. Taxes have been prorated on an estimate of \$ for the year and will be readjusted between Buyer(s) and Seller(s) when the actual tax statement becomes available.

Signed this 04/13/2012 by Seller(s)


Thomas O. Richardson, Trustee

Signed this 04/13/2012 by Buyer(s)


Maximilian Coreth

TRANSACTION REVIEW STATEMENT

The undersigned Sellers and Buyers hereby state and acknowledge the FOUNDERS TITLE COMPANY has advised both Seller and Buyer as follows:

1. Each party to any real estate transaction should consult with competent legal counsel in determining the legal and financial ramifications of entering into and completing such transaction. Founders Title Company and their employees cannot and have not given legal advice or other counsel to either Seller or Buyer.
2. Buyer and Seller understand and acknowledge that personal property and/or personal property taxes are not the responsibility of Founders Title Company.
3. The undersigned, jointly and severally have been provided the opportunity to review all documents prepared in conjunction with the above-captioned transaction including, but not limited to, FOUNDERS TITLE COMPANY Commitment to Insure No. F-00081084.
4. It is understood that any Owners Policy of title insurance issued under the above commitment will contain the standard exceptions and exceptions to title the items shown in Schedule "B" of said commitment as Numbers 9 through 39, inclusive, and any Buyers financing instruments.
5. No verbal representations concerning the effects of documents prepared in conjunction with the subject transaction or the information shown in the above-referenced Commitment to insure have been made by FOUNDERS TITLE COMPANY or their employees.
6. If either Seller or Buyer have questions about the consequences of entering into the proposed transaction and the execution of documents prepared in conjunction therewith, they are hereby advised to seek competent legal counsel for adequate explanation thereof and other guidance as may be necessary.
7. **UTILITIES AGREEMENT:** It is hereby acknowledged and understood that any and all service charges or assessments levied by all utility companies will be paid by the Seller(s) and Buyer(s) directly. All final charges to date of closing will be paid directly to utility companies by Seller(s) on or before Buyer(s) take final possession of the property. It is understood that FOUNDERS TITLE COMPANY shall not be liable for the failure of Seller(s) or Buyer(s) to effect said payment(s) nor for any disagreements between Seller(s) or Buyer(s) under this paragraph.
8. **WATER RIGHTS AND MATTERS OF SURVEY:** The undersigned Seller(s) and Buyer(s) do hereby acknowledge that FOUNDERS TITLE COMPANY makes no representation as to the ownership of water rights, claims or title to water nor to any other facts which a correct survey of the property would disclose along with any other matters shown as Standard Exceptions in the commitment for title insurance issued in conjunction with this transaction.
9. **GENERAL CONDITIONS OF ESCROW:** The parties hereby agree that the closing of this transaction is subject to the General Conditions of Escrow attached and incorporated by this reference
10. All contingencies contained in the Earnest Money Sales Agreement executed by the undersigned in conjunction with this transaction have been met to our satisfaction and Founders Title Company is hereby instructed to complete the closing of said transaction.
11. Buyer hereby instructs Founders Title Company that he has/have elected to take title as follows: (circle one) a) JOINT TENANTS, b) TENANTS IN COMMON, c) OTHER:

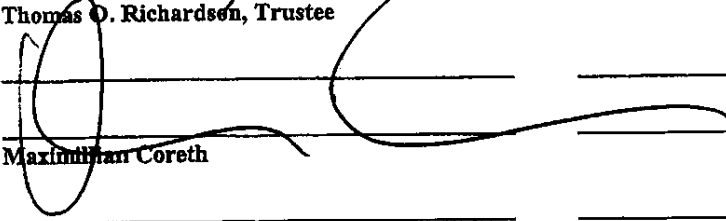
_____ (please specify)

This affidavit is given for the purpose of inducing FOUNDERS TITLE COMPANY and its Underwriter, Stewart Title Guarantee Company, to issue its policy(ies) of title insurance. By signing below, the Seller(s)/Borrower(s) agrees to indemnify FOUNDERS TITLE COMPANY and its Underwriter, Stewart Title Guarantee Company, against any loss or damage resulting from inaccurate information given herein.

Dated: 04/13/2012



Thomas O. Richardson, Trustee



Maximilian Coreth

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information -- particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, in conjunction with our underwriters, Stewart Title Guaranty Company, Fidelity Title Insurance Company, Westcor Title Insurance Company, Chicago Title Insurance Company and Commonwealth Land Title Insurance Company, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of non-public personal information that we may collect include:

- Information we receive from you on applications, forms and in other communication to us, whether in writing, in person, by telephone or any other means; and
- Information about your transactions with us, our affiliated companies, or others.

Use of Information

We request information from you for our own legitimate business purposes and not to the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after with any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of non-public personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, trust and investment advisory companies or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we, or our affiliated companies, have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We will restrict access to non-public, personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with the Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard you non-public personal information.

Initials: _____

[Handwritten initials]