

## **LEGAL NOTIFICATIONS:**

### **1. NAME:**

These Legal Notifications, the Terms and Conditions of use and the Privacy and Security policies are the policies of Mountain Cove Homes, a registered trademark also known as ("MCH") that apply to your use of this website and they govern your use of the Website. The terms "we", "us" or "our" refers to Mountain Cove Homes, and the terms "you" and "your" refer to you, a home-buying customer. This Website and our Social Media Pages together referred to in these Terms of Use as our "Sites".

### **2. DISCLAIMER:**

Mountain Cove Homes may at any time revise the Website Legal Disclaimers, [Privacy Policy](#) or [Terms and Conditions](#) by updating the Website posting. It is encouraged that you visit the Website periodically for any update and/or changes to the Terms and Condition along with the Privacy Policy.

### **LIABILITY DISCLAIMER:**

The information, software, products and services published on this Website may include inaccuracies or typographical errors. Changes are periodically made to the information herein. Mountain Cove Homes may make improvements or changes to this Website at any time. In no event shall Mountain Cove Homes be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, the use of this Website, whether based in contract, tort, and strict liability or otherwise, even if Mountain Cove Homes has been advised of the possibility of damages. To the extent that some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

### **3. CONSTRUCTION COMPLETION DATE:**

Mountain Cove Homes agrees to use its best efforts to complete the construction of the dwelling unit by the estimated completion date subject to delays caused by Acts of God, acts of governmental authorities, floods, hurricanes, strikes, labor conditions beyond Mountain Cove Home's control, unavailability of manpower or materials, or any other causes not within Mountain Cove Home's control. Seller agrees that the dwelling will be completed on or before a date which is two (2) years from the effective date of this Purchase Agreement.

### **4. EQUAL HOUSING OPPORTUNITY:**

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin. Mountain Cove Homes encourages and supports affirmative advertising and marketing programs in which there are no barriers to obtaining housing because of race, color, religion, gender, handicap, familial status, or national origin.

### **5. FEATURES, FLOOR PLANS, AND ELEVATIONS:**

PLANS, PHOTOS, ARCHITECTURAL DRAWINGS AND ELEVATIONS ARE THE ARTIST'S CONCEPT AND MAY CONTAIN OPTIONS WHICH ARE NOT STANDARD. BUILDER RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO THE PLANS AND SPECIFICATIONS, INCLUDING EQUIPMENT, MATERIAL, APPLIANCES, AND BRAND NAMES WITH ITEMS OF EQUAL OR HIGHER, IN OUR SOLE OPINION, BUILDING ORIENTATION ON LOT AND REVERSAL. PROVIDED DIMENSIONS AND SQUARE FOOTAGE ARE APPROXIMATE AND SHOULD NOT BE USED AS REPRESENTATION OF THE HOME'S PRECISE OR ACTUAL SIZE. ANY STATEMENT, VERBAL OR WRITTEN, REGARDING "A/C SQUARE FEET" OR "TOTAL AREA SQUARE FEET" OR ANY REPRESENTATION OF THE SQUARE FOOTAGE SIZE OF ANY

HOME IS A SHORTHAND DESCRIPTION OF THE MANNER IN WHICH THE SQUARE FOOTAGE WAS ESTIMATED AND SHOULD NOT BE CONSTRUED TO INDICATE SURENESS”

**6. INCENTIVES:**

Incentives and seller contributions are subject to certain terms, conditions and restrictions, which may include the use of certain lenders or title companies. Incentives are typically limited to specific community for a limited time. Mountain Cove Homes reserves the right to change or withdraw any incentive at any time, without notice.

**7. PRICING:**

All prices are subject to change without notice. Home prices refer to the base price of the house plan and do not include options or lot premiums. Mountain Cove Homes assumes no liability or responsibility for any errors or omissions in the content of this Website. All pricing information must be obtained by a sales representative at the particular community of the home about which the information is desired. Mountain Cove Homes makes an effort to represent accurate and up to date information in this Website. MCH makes no warranty or representation to its accuracy.

**8. COMMUNITY AND SITE PLAN ILLUSTRATION:**

All illustrations in the website including floor plans, renderings, pictures, photos, plans, and computer generated or enhanced depictions may be used and or posted on this website for illustration purposes only. All illustrations as defined above are conceptual in nature and are only artists' interpretation and will not accurately represent the actual condition of the item. All photos posted in the website depict the community or home as in the date it was taken. Any proposed roads, any easements, land use, or any conditions and references to zoning, plat maps, lot sizes, any representation of drainage whether inside or outside the boundary of the illustration could not be shown or could be in complete. Any of the items above may change in the future. It is customary that any of the foregoing could change without notice to you. You shall never rely on the accuracy of the foregoing or any of the items listed above for making a decision relating to purchasing any property. Mountain Cove Homes reserves the right to make changes to any of the foregoing at any time without notification.