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**YOUR USE OF THIS SITE IS SUBJECT TO THESE TERMS OF USE**

*The underlined portion links to the Terms of Use.*

## **TERMS OF USE**

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### **Jurisdiction**

By using or interacting in any manner with this Site or utilizing any information on this Site, you submit to the exclusive jurisdiction and venue of the State or Federal courts located in the State of Florida to resolve disputes of any kind arising out of such use, interaction or utilization. These Terms of Use shall be governed by, construed and enforced in accordance with, and subject to the laws of the State of Florida. If any provision of these Terms of Use shall be determined to be invalid, unlawful, void or otherwise not enforceable, it is agreed that the remaining provisions of these Terms of Use shall remain in full force and effect. Notwithstanding the jurisdiction of the Florida courts, any claims arising out of any of the information being provided by these Terms of Use shall be subject to the mandatory arbitration provisions contained in the Dispute Resolution section herein below.

## **Electronic Delivery Policy and Your Consent**

By using this Site, you consent to receive electronic communications from Stock, including notices and other mandatory disclosures. Stock shall provide such electronic notices and disclosures by posting them on this Site. If you desire to withdraw your consent to receive notices electronically, you must discontinue your use of this Site. In the event that you sign up for any follow up communications from Stock and provide your email address, you consent to the receipt of subsequent emails from Stock.

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Additional limitations may appear from time to time within the body of the Site and are incorporated herein by reference.

## **Use Representations and Warranties**

By using this Site, you represent, warrant and covenant that:

(A) You will not upload, post or transmit to or distribute or otherwise publish through the Site any materials which:

- (i) restrict or inhibit any other user from using and enjoying the Site or service,
- (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, pornographic, or sexually explicit,
- (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate the law,
- (iv) violate or infringe the rights of third parties, including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other right,
- (v) contain a virus or other harmful component,
- (vi) constitute or contain false or misleading indications of origin or statements of fact; and

(B) You will use the site and service in accordance with these Terms of Use.

## **Limitation of Liability**

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You agree that Stock shall not be liable for any damages that result due to the use or reliance on information contained on this Site. Stock has no obligation to maintain the current nature of any information contained herein or the accuracy of any information provided. It is provided only on as an accommodation based upon the efforts of available personnel and should not substitute a thorough investigation of any of the information available to be viewed.

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Nothing contained in this Site shall be deemed to change or supplement any contract documents, required disclosure documents or other offering materials provided to purchasers of property from Stock unless such information is specifically referenced to in such documents. Information on various properties owned by Stock is subject to change from time to time and any sales of

property shall only be subject to the representations set forth on a purchase agreement and related disclosure documents provided by law and nothing contained herein shall be deemed to modify the obligations or provisions contained in such documents.

### **Monitoring Use of the Site**

Stock reserves the right to monitor the use of this Site without notice, but shall have no duty to monitor this Site. By accessing this Site you waive any expectation of privacy with respect to information that is collected and any other related activity.

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The information provided on this Site is not intended to be an offering of property to anyone anywhere. Any pages contained on this Site providing information or promotions related to any Stock properties, homes, communities or services is not intended to be an offering to residents in any jurisdiction where any form of prior registration or other qualifications are required unless Stock has in fact complied with such requirements, and further information will not be provided to such residents prior to our complying with such requirements. An offer to purchase real property can only be initiated by a consumer at the sales center for the particular community. NOTHING CONTAINED HEREIN SHALL BE DEEMED AN OFFERING OF ANY PRODUCT OR SERVICE, INCLUDING WITHOUT LIMITATION AN OFFERING OF REAL ESTATE, WHERE SUCH AN OFFERING IS PROHIBITED BY LAW. AS SUCH, CERTAIN PROGRAMS MAY BE RESTRICTED TO RESIDENTS OF THE STATE OF FLORIDA OR OF ADDITIONAL SPECIFIC STATES.

### **No Responsibility for Obligations or Representations of Third Parties**

Stock is building homes and/or developing communities where non-affiliated builders, developers and various providers of services or amenities may be selling or providing products and/or services. Stock shall not be responsible for any obligations, representations, promises or agreements that are made by any such builders or other third parties.

Stock develops communities that consist of certain homes that are constructed and sold by builders not affiliated with Stock. Stock shall incur no liability as a result of any contracts or agreements entered into with consumers by such builders and does not have any responsibility for the actions or omissions of any such builders, and Stock does not provide any representations, guarantees or warranties with respect to any obligations, pricing, or construction of the individual builders who build and sell homes in such communities. There are many factors to consider when purchasing a home. Since you will enter into a contract directly with a builder you should use your best judgment and should seek your own legal, accounting and/or business advice before purchasing a home. Stock does not make any representations or warranties as to the quality of construction or financial capabilities of any of the builders within its communities. Stock shall not be responsible for any changes in design, prices, availability of homes, accuracy of floor plans and or other representations, agreements or warranties of such builders. Stock is also not a co-venturer, co-developer or other related party to such builders other than it may have sold such builder the underlying lot. In consideration of your ability to

use this Site and the improvements Stock has made to its various communities, any purchasers of homes from individual homeowners or third party builders agree to waive any claims, demands or purported causes of action against Stock arising out of such purchasers' purchase of a home where Stock is not a party to the contract or agreement.

### **Third Party Sites**

This Site contains links to other sites on the Internet. Using these links will redirect you from this Site. Please review the privacy policy related to each site before you provide any personal information. Stock provides these links merely as a convenience and the inclusion of such links does not imply an endorsement. If you decide to access any of the third party sites linked to this Site, you do so at your own risk. Stock shall have no liability for the content or affect on your computer of any third party links and is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these sites.

### **Specifications of Product and Price**

Any drawings on this Site are artist renderings, conceptual only, and Stock reserves the right to make any changes or modifications. All renderings and floor plans may vary from the actual plans and homes that are built. Illustrations may differ from completed improvements. The façade of a home, community information and features, dimensions and specifications are subject to change without notice. Any references to square footage numbers are approximate and may vary and the manner of measurement may change from project to project or other factors affecting measurements. Maps may not be drawn to scale and are provided for relative location purposes only. Photos and/or drawings of homes may be stock photography and not actually taken from a Stock community and may show upgraded features, fixtures, amenities and/or landscaping and may not represent what is available without additional cost and expense.

Unless something is already completed, all community development is constantly subject to change from time to time in the sole and absolute discretion of Stock. Density may change and consumer tastes in product may change necessitating changes in what is being offered for sale. All plans and specifications for communities, neighborhoods, amenities and home designs are subject to change from time to time by Stock in its sole and absolute discretion.

Any references to prices are estimates only, typically do not include optional features and are for informational purposes only and are subject to change without notice. The current prices for any property or services may be obtained only from the sales office. Any promotional offers are limited to specific homes and communities and are subject to terms and conditions and you should refer to a sales agent to discuss any such information.

### **Views From and Within the Communities**

Actual views will vary and certain view may not be available from all homes. Views that are located on this Site shall not be relied upon as the actual view of any property or community. Prospective purchasers should be aware that any view from their property may in the future be

limited or eliminated by future development or forces of nature and Stock in no manner guarantees the continuing existence of any view from any property. Further, Stock hereby gives notice to prospective purchasers that Stock makes no commitment or representation concerning the development of any property in proximity to, or visible from, the property or the community.

### **Use and Access to Amenities and Golf Courses**

Amenities in a community may not be currently completed and as such, all components, features, dimensions and specifications are subject to change without notice. Use and access to amenities are subject to fees, dues and availability. Ownership of a home in a Stock Community does not grant use of or access to the golf courses. Any references to golf clubs, clubs and any other membership opportunities are subject to fees, dues, and availability. Stock and/or the various owners' association for certain communities may neither own nor operate certain amenities listed on this Site and in promotional materials, and is/are not responsible, in any way, for the operation, use or availability of such amenities. Please refer to the individual community descriptions provided at the sales center for further information relating to all amenities and to determine what is and is not controlled by Stock and or an owners' association.

### **Community Information**

For specific representations regarding individual communities and neighborhoods, prospective purchasers should carefully review the individual purchase agreements and other sales documents. Among other important information, these documents set forth details regarding the community, its neighborhoods, owners' associations and community development districts. There are fees associated with ownership of a home within our communities which vary depending upon the property purchased. The responsibility for these fees are included in the Covenants affecting the community and are detailed in the purchase and sale documents. This website does not attempt to cover this information and any information regarding fees, dues, etc., are estimates only, incomplete and may or may not be current. Please refer to the community documentation and your purchase agreement for current and complete information.

### **Additional Stock Services**

Through its own affiliates, Stock offers a variety of real estate related services. Unless specified otherwise, the Terms of Use contained herein shall apply to Internet related sites maintained by all affiliated services of Stock. There may be additional disclaimers that are applicable to a specific type of service. You should review all contracts and required disclosure documents related to services provided by any affiliated service provider for a complete list of additional disclaimers prior to contracting for services. This Site and these Terms of Use are not meant to offer any such disclosure and are not intended to amend, supplement or otherwise impact the documents associated with the purchase of services from any such affiliates.

### **Contract or Offer**

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not to act in reliance upon the information contained herein and you waive any claim, demand, cause of action, or damage that you may incur as a result of reliance on such information.

### **Indemnification and Release**

You hereby agree to indemnify and hold harmless Stock, its subsidiaries and affiliates, and any of the partners, members, shareholders, officers, directors, employees, consultants, attorneys and agents of Stock and/or their affiliates, from any and all claims, liability, damages and/or costs (including, but not limited to, attorneys fees) they incur arising as a result of your use of this Site and the services, your violation of the Terms of Use, or your infringement of any intellectual property or other right of Stock, their affiliates or any person or entity. You further release Stock from all claims, demands, obligations and duties of every kind and nature, known and unknown arising out of any information provided herein or any information omitted herein which may be important to you. Other than your agreement to abide by these Terms of Use, nothing on this Site shall impose any liability on Stock nor shall it be used to establish any representation, warranty or agreement of Stock to you in connection with any other agreement or any other transaction you may have with Stock and its affiliates.

### **Dispute Resolution**

Any and all disputes arising out of the use of this Site shall be submitted to binding arbitration and not to a court for determination. Such arbitration shall be accomplished expeditiously in the State of Florida and shall be conducted by the American Arbitration Association in accordance with its rules. Judgment upon the award rendered by the arbitrator(s) shall be final and binding and may be entered in any Court having jurisdiction thereof. Users of this Site, by virtue of their use and enjoyment of this site agree to the jurisdiction and venue of the courts of the State of Florida for any disputes arising hereunder.

### **Children**

This Site contains general information and is not intended to be used by children under the age of 13. We do not knowingly collect information from children under the age of 13. Children over the age of 13 should only use this Site with the consent and supervision of parents while online and should never provide any personal information or engage in any interactive portion of the Site. The age of a viewer is virtually impossible to monitor or verify and by using this Site, you represent and warrant that you are in compliance with the provisions of this section.

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Broker participation is welcome. Nothing contained herein shall constitute any agreement, promise, covenant or undertaking with respect to brokers or sales agents representing potential buyers or sellers. Due to the difficulty in tracking lead generation, no one shall be entitled to any fee, compensation or commission except pursuant to a written agreement signed by a duly authorized officer of Stock. If there are portions of this Site that allow brokers to access and download certain forms, it is to facilitate the process of services offered. These forms have legal meanings and implications. Once completed and submitted to Stock, their affiliates, and their

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### **Equal Housing Opportunity**

We are pledged to the letter and spirit of the U.S. policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin.



### **Questions, Comments, or Complaints**

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