

IMPORTANT TERMS AND CONDITIONS

("Terms and Conditions")

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As a courtesy, Greenbriar Homes offers information request forms on its web site that link to "Preferred Lenders" which offer mortgage services. These information request forms require you to submit personal information, such as your name, address, telephone numbers and email address, so that such Preferred Lenders may contact you to respond to the user's requests for mortgage, loan and related information. Content contained in this web site concerning the Preferred Lenders and their respective loan programs, products and services to buyers of Greenbriar Homes is for your convenience only. Under no circumstances should you consider this web site as an offer or solicitation of home mortgage services. To the extent permitted by law, Greenbriar Homes disclaims all liability arising out of your use of any products or services offered by the Preferred Lenders. Furthermore, Greenbriar Homes is not endorsing or recommending any specific mortgage type, mortgage company, lender, bank, broker or loan or any of the products or services offered by any of the Preferred Lenders. Any financing or mortgage programs referenced in or linked to this web site may be subject to specific eligibility requirements and other terms, conditions and restrictions. It is your sole responsibility to contact such Preferred Lenders for consideration of the services and products that they offer. Greenbriar Homes does

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The Content of this web site does not constitute professional or legal advice of any kind, and may not be relied upon as such. The User is advised that it should consult with an accountant, stock broker, financial consultant, tax adviser, attorney and/or real estate professional before deciding to purchase a home.

HEADINGS

Headings used herein are for your convenience. Under no circumstances should the headings be construed as defining, limiting or expanding the express language contained herein nor shall they be considered in the interpretation or construction of any provision of these TERMS AND CONDITIONS.

INTEGRATION

The TERMS AND CONDITIONS set forth herein are the entire agreement and understanding concerning the use of the web site between Greenbriar Homes and you, with respect to the subject matter hereof, and supersede all prior agreements and understandings, written or oral. These TERMS AND CONDITIONS may be amended, modified, or superseded by Greenbriar Homes without notice to you. Because the TERMS AND CONDITIONS may change, please read the TERMS AND CONDITIONS each time you visit this web site. Greenbriar Homes is not responsible for your failure to review and adhere to these TERMS AND CONDITIONS. These TERMS AND CONDITIONS shall apply to all users regardless of any future transaction or dealings between such user and Greenbriar Homes, or lack of any such future transaction or dealings, and shall survive the termination of any such future transaction or dealings.

NO WAIVER

Greenbriar Homes' failure to exercise or enforce any right or provision of these TERMS AND CONDITIONS shall not constitute a waiver of such right or provision.

VOID WHERE PROHIBITED BY LAW

The TERMS AND CONDITIONS are void where prohibited by law. Should any part, term, provision or portion of these TERMS AND CONDITIONS be determined by a court to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable, the validity of the remaining parts, terms, portions or provisions shall be deemed severable and shall not be affected thereby.

ARBITRATION

All controversies, claims, disputes, and matters in question arising out of, or relating to, the web site, the TERMS AND CONDITIONS, or the breach thereof, shall be heard by a referee pursuant to the provisions of the California Code of Civil Procedure, Sections 638-645.1, inclusive, and as set forth in this section. The referee shall be a retired judge through the Judicial Arbitration and Mediation Services ("JAMS") selected by mutual agreement of the parties or selected by the presiding judge of the superior court of the county in which the Property is located. The referee shall decide all issues of fact and law submitted by the parties for decision in the same manner as

required for a trial by court. The referee shall try and decide any or all Disputes according to all of the substantive, evidentiary and procedural law of the State of California. When the referee or judge pro tem has decided the Disputes, the referee or judge pro tem shall prepare a statement of decision and judgment. The judgment entered by the Superior Court shall be appealable in the same manner as any other judgment. Discovery shall be allowed and conducted under the supervision of the referee or judge pro tem pursuant to the provisions of the California Code of Civil Procedure and the California Rules of Court. The cost of the reference shall be borne equally by the parties, however each party shall bear its own attorneys' fees, fees for the expert testimony, and for other expenses of presenting its case. Notwithstanding the above, either party may, in its discretion, obtain any provisional remedy, including without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect their respective rights and interests, particularly if necessary to avoid irreparable harm.

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