

TERMS AND CONDITIONS

The Enclave Townhomes

Last Updated: June 1, 2026

1. Acceptance of Terms

By accessing or using the website located at www.livetheenclave.com (the “Site”), you agree to be bound by these Terms and Conditions (“Terms”). These Terms apply to all visitors, users, and others who access the Site. If you do not agree to these Terms, please discontinue use of the Site immediately. These Terms are entered into between you and Elk-1 Managers, LLC (“we,” “us,” or “our”), the management company for The Enclave Townhomes, a community of Dolomiti Asset Group, located at 1440 N Locust Grove, Meridian, ID 83642.

2. Changes to These Terms

We reserve the right to modify or update these Terms at any time at our sole discretion. When we do, we will update the “Last Updated” date at the top of this page. Your continued use of the Site following any posted changes constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically.

3. Accuracy of Information; No Guarantees

We make reasonable efforts to ensure that all content on this Site is accurate, current, and complete. However, all information — including but not limited to floor plans, unit dimensions, pricing, availability, amenities, photographs, renderings, virtual tours, and community features — is provided for general informational purposes only and is subject to change without notice.

- All square footages and dimensions are approximate and may vary by unit.
- Renderings, photographs, and virtual tours are for illustrative purposes only and may not reflect the final finished product, furniture, finishes, or layout of any specific unit.
- Pricing and availability are subject to change daily without notice. Quoted rents, fees, and specials are not guaranteed until a lease agreement is fully executed.
- Amenities described or depicted may vary and are subject to change, modification, or temporary unavailability.
- We make no representations or warranties, express or implied, regarding the accuracy, completeness, or reliability of any information on the Site.

4. Equal Housing Opportunity

The Enclave Townhomes is committed to full compliance with all applicable federal, state, and local fair housing laws, including the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.). We do not discriminate against any person in the terms, conditions, or privileges of rental housing on the basis of race, color, religion, national origin, sex, disability, familial status, sexual orientation, gender identity, or any other class protected by applicable law. If you believe you have been the subject of housing discrimination, you may contact the U.S. Department of Housing and Urban Development (HUD) at 1-800-669-9777 or visit www.hud.gov.

5. Contact Forms and Communications Consent

By submitting an inquiry, contact form, or any other communication through the Site, you agree to the following:

- You consent to be contacted by The Enclave Townhomes and its authorized representatives via email, telephone, or text/SMS message in response to your inquiry or regarding our community, services, and availability.
- You may opt out of electronic communications at any time by contacting us directly or following the unsubscribe instructions provided in any email communication.
- Submission of your contact information does not create a lease, reservation, or guarantee of availability.
- Message and data rates may apply to SMS communications. Message frequency may vary.

6. Online Application and Screening

Submission of an online rental application does not guarantee approval or availability of any specific unit. All applications are subject to our published rental screening criteria, which are available upon request and on our Site. We apply our screening criteria consistently to all applicants in accordance with applicable fair housing laws. Application fees are non-refundable once processing has begun, as permitted by applicable law.

7. Intellectual Property

All content on this Site — including but not limited to text, graphics, logos, images, photographs, renderings, audio clips, digital downloads, and software — is the property of Elk-1 Managers, LLC / Dolomiti Asset Group or its content suppliers and is protected by applicable intellectual property laws. You may not reproduce, distribute, modify, display, perform, publish, transmit, or create derivative works from any content on this Site without our prior express written permission.

8. User Conduct

By using this Site, you agree that you will not:

- Use the Site for any unlawful purpose or in violation of any applicable local, state, national, or international law or regulation.
- Attempt to gain unauthorized access to any portion of the Site or any systems or networks connected to it.
- Transmit any material that is defamatory, offensive, fraudulent, or otherwise objectionable.
- Use any automated means, including bots or scrapers, to access, scrape, or collect information from the Site without our express written consent.

9. Third-Party Links

The Site may contain links to third-party websites, services, or resources that are not owned or controlled by us. We provide these links for your convenience only. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party sites. Accessing third-party sites from links on this Site is at your own risk, and we encourage you to review the terms and privacy policies of any third-party sites you visit.

10. Disclaimer of Warranties

THE SITE AND ALL CONTENT, MATERIALS, INFORMATION, PRODUCTS, AND SERVICES PROVIDED THROUGH THE SITE ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. We do not warrant that the Site will be uninterrupted, error-free, or free of viruses or other harmful components.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ELK-1 MANAGERS, LLC, DOLOMITI ASSET GROUP, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF (OR INABILITY TO USE) THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE EXCEED ONE HUNDRED DOLLARS (\$100.00).

12. Indemnification

You agree to defend, indemnify, and hold harmless Elk-1 Managers, LLC, Dolomiti Asset Group, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses — including reasonable attorneys' fees — arising out of or in any way connected with your access to or use of the Site, your violation of these Terms, or your violation of any rights of a third party.

13. Privacy

Your use of the Site is also governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy at www.livetheenclave.com/apartments/id/meridian/privacy-policy to understand our practices.

14. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to its conflict of law provisions. Any dispute arising out of or relating to these Terms or your use of the Site shall be resolved exclusively in the state or federal courts located in Ada County, Idaho, and you consent to personal jurisdiction in such courts.

15. Accessibility

We are committed to making our Site accessible to all users, including those with disabilities. If you experience difficulty accessing any portion of this Site, please contact us at the information below and we will make reasonable efforts to assist you.

16. Entire Agreement

These Terms, together with our Privacy Policy and any other legal notices published by us on the Site, constitute the entire agreement between you and us with respect to your use of the Site and supersede all prior agreements, understandings, and representations.

17. Contact Us

If you have any questions or concerns about these Terms, please contact us:

The Enclave Townhomes

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