

THE RETREAT AT MERRIWEATHER SUBDIVISION STREETS DISCLOSURE STATEMENT AND ALLOCATION OF RESPONSIBILITY

Brief Description for the Index: Disclosure Statement for THE RETREAT AT MERRIWEATHER, Plat Book 52, Page 21, Granville County Registry.

This Subdivision Streets Disclosure Statement is made this 10 day of February, 2023, by Churchill Associates, a North Carolina General Partnership ("Churchill") and by Haven Homes, a North Carolina Limited Liability Corporation ("LLC"), pursuant to N.C. Gen. Stat. § 136-102.6(f).

WHEREAS, Churchill has or intends to develop certain real property located within an existing subdivision known as The Retreat at Merriweather, in Granville County, North Carolina (the "Subdivision"); and

WHEREAS, a plat of the Subdivision is recorded in the Office of the Register of Deeds of Granville County, North Carolina as set forth above in the BRIEF DESCRIPTION FOR THE INDEX, and such plat designates all streets within the Subdivision as public streets; and

WHEREAS, Churchill has constructed or will construct or has contracted or will contract for the design and construction of all streets within the Subdivision; and

WHEREAS, Haven Homes has or will purchase lots within the Subdivision, on which Haven Homes will construct homes for sale to the public; and

WHEREAS, the obligation to design and construct and the responsibility for designing and constructing streets within the Subdivision are Churchill's obligation and responsibility, and are not Haven Homes' obligation or responsibility;

NOW, THEREFORE, pursuant to N.C. Gen. Stat. § 136-102.6, Churchill, as seller to Haven Homes, and Haven Homes, as seller of lots and Haven Homes houses within the Subdivision to others, hereby make the following disclosures to prospective buyers of lots and houses within the Subdivision:

I. STATUS OF SUBDIVISION STREETS

A. Status of Streets and Responsibility for Maintenance Rests with

As of the recording of this Subdivision Streets Disclosure Statement the streets and right-of-way within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, have not been approved by the Division of Highways, nor have those streets and right-of-way been accepted by the Division of Highways and placed on the State highway system for maintenance by the State of North Carolina (the "State"). As such, the streets

are public streets which have not yet been accepted for maintenance by the Division of Highways at the present time, the consequences of which are set forth below.

Churchill has represented, agreed, and promised and hereby certifies that the design of the streets and right-of-way within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, have been approved by the Division of Highways, as being designed in accordance with the standards for subdivision streets adopted by the Board of Transportation for acceptance on the State highway system.

Churchill has further represented, agreed, and promised that the streets and right-of-way within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, have been or will be constructed by Churchill in accordance with the standards for subdivision streets adopted by the Board of Transportation for acceptance on the State highway system, and have been or will be constructed so as to become public streets and approved, accepted, and placed on the State highway system for maintenance by the State.

Churchill has further represented, agreed, and promised that it will exercise its best efforts to cooperate and assist with obtaining approval and acceptance of the streets and right-of-way within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, on the State highway system, and with obtaining approval, acceptance, and placement of the same as public streets on the State highway system for maintenance by the State.

Until such time, if ever, when the streets and right-of-way within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, have been approved and accepted by the Division of Highways as public streets and placed on the State highway system for maintenance by the State, those streets are, at the present time, public streets subject to the maintenance obligations set forth below. Among the consequences of the streets and right-of-way within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, being public streets which have not been accepted by the Division of Highways are the following:

(a) as of the date of this Subdivision Streets Disclosure Statement, the streets and right-of-way within the Subdivision have not been determined to be constructed to minimum standards, sufficient to allow their inclusion on the State highway system for maintenance by the State;

(b) the responsibility for maintenance of the streets and right-of-way within the Subdivision rests with Churchill, its successors and/or assigns, until the streets and rights-of-way within the Subdivision, including the streets upon which all lots or houses within the Subdivision

front or abut, are placed on the State highway system for maintenance by the State or another municipality;

(c) if Churchill does not fulfill its responsibility for maintenance of the streets and right-of-way within the Subdivision during the time specified in the preceding subparagraph (b), costs for maintenance of those streets and right-of-way may be incurred by the homeowner's association of the Subdivision, and/or the owners of the lots and houses within the Subdivision;

(d) unless the streets and right-of-way within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, are placed on the State highway system for maintenance by the State, for so long as any buyer of any lot or house within the Subdivision owns that lot or house, the buyer may or will be subject or obligated to payment of dues, assessments, costs, expenses, or other charges imposed from time to time by the homeowner's association, or otherwise incurred or charged, for maintenance of the streets and right-of-way within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut; and

(e) at no time and under no circumstances will Haven Homes be responsible for maintenance of the streets and right-of-way within the Subdivision or any costs relating to such maintenance, and no buyer of any lot or house within the Subdivision shall have any recourse to or remedy from Haven Homes with respect to any such costs.

II. NO REPRESENTATIONS BY AND NO RESPONSIBILITY OF

As set forth above, until such time, if ever, as the streets and right-of-way within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, are approved and accepted as described above, those streets are public streets which have not yet been accepted for maintenance the Division of Highways, with the consequences described above.

Haven Homes makes no representations to any person or entity, including any prospective buyer of any lot or house within the Subdivision, as to the future status of the streets and right-of-way within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut. In particular, Haven Homes makes no representation that those streets and right-of-way will ever receive acceptance by the Division of Highways and be placed on the State highway system for maintenance by the State.

Without limiting the generality of the foregoing, Haven Homes makes no representation or warranty whatsoever as to, and has no responsibility, obligation, or liability for, the design, construction, quality, condition, drainage, maintenance, or any other aspect of the streets and right-of-way within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut; and Haven Homes neither has nor assumes any responsibility, obligation, or liability for maintenance of any of the streets or right-of-way within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut.

III. ACKNOWLEDGEMENT

This Subdivision Streets Disclosure Statement is prepared, signed, and recorded in the Office of the Register of Deeds of Granville County, North Carolina prior to Churchill entering into any agreement or any conveyance with any prospective buyer of any lot or house within the Subdivision. Further, prior to Haven Homes entering into any agreement or any conveyance with any prospective buyer of any lot or house within the Subdivision, such prospective buyer and Haven Homes shall have signed an acknowledgment of receipt of a copy of this Subdivision Streets Disclosure Statement, as the same has been recorded, which shall be deemed by Churchill, Haven Homes, and the prospective buyer to be a duplicate original of this Subdivision Streets Disclosure Statement and to be in all respects in compliance with the provisions of N.C. Gen. Stat. § 136-102.6, including N.C. Gen. Stat. § 136-102.6(f).

IN WITNESS WHEREOF, Churchill and Haven Homes have duly executed this Subdivision Streets Disclosure Statement as of the day and year first above written.

Churchill Associates, a North Carolina General Partnership

By: Robert Wayne Bailey (SEAL)
Robert Wayne Bailey, General Partner

Haven Homes, a North
Carolina Limited Liability Corporation

DocuSigned by:
By: Chris Sanders (SEAL)
Chris Sanders, Managing Member

State of North Carolina, County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that ROBERT WAYNE BAILEY, personally appeared before me this day and acknowledged that he is General Partner of Churchill Associates, a North Carolina General Partnership, and that he, as its General Partner, further acknowledged the due execution of the foregoing instrument on behalf of the said corporation for the purposes stated therein. Witness my hand and official stamp or seal this 25th day of January 2023.



Notary Public

My Commission expires: 10-9-23

(Official Stamp or Seal)

Wendy Ann Dyer
NOTARY PUBLIC
Wake County, N.C.

State of North Carolina County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is _____ of _____, a North Carolina _____, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and official stamp or seal this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

(Official Stamp or Seal)