

CEDAR KNOLLS SUBDIVISION STREETS DISCLOSURE STATEMENT AND ALLOCATION OF RESPONSIBILITY

Brief Description for the Index: Disclosure Statement for Cedar Knolls, Plat Book
53, Page 103-106, Granville County Registry.

This Subdivision Streets Disclosure Statement is made this _____ day of
July, 2025, by JSW Partners, a North Carolina general partnership
 ("JSW") and by Brandywine Homes, Inc., a North Carolina
 Limited Liability Company ("Brandywine"), pursuant to N.C. Gen. Stat. § 136-102.6(f).

WHEREAS, JSW has or intends to develop certain real property located within
 an existing subdivision known as Cedar Knolls, 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, JSW has constructed or will construct or has contracted or will
 contract for the design and construction of all streets within the Subdivision; and

WHEREAS, Brandywine has or will purchase lots within the Subdivision, on
 which Brandywine 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 JSW's obligation and
 responsibility, and are **not** Brandywine' obligation or responsibility;

NOW, THEREFORE, pursuant to N.C. Gen. Stat. § 136-102.6, JSW, as seller to
Brandywine, and Brandywine, as seller of lots and
Brandywine 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 JSW

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.

JSW 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.

JSW has further represented, agreed, and promised that the streets and rights-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 Brandywine 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.

JSW 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 JSW, 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 JSW 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 Brandywine be responsible for maintenance of the streets and rights-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 Brandywine with respect to any such costs.

II. NO REPRESENTATIONS BY Brandywine AND NO RESPONSIBILITY OF Brandywine

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.

Brandywine 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, Brandywine 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, Brandywine 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 Brandywine 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 JSW entering into any agreement or any conveyance with any prospective buyer of any lot or house within the Subdivision. Further, prior to JSW entering into any agreement or any conveyance with any prospective buyer of any lot or house within the Subdivision, such prospective buyer and Brandywine 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 Brandywine, _____, 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, JSW and Brandywine have duly executed this Subdivision Streets Disclosure Statement as of the day and year first above written.

JSW Partners, a North Carolina General Partnership

By: _____ (SEAL)
Julianna O. Wright

Brandywine Homes, Inc., **a**
North Carolina Company
DocuSigned by: _____
By: Colleen M. Cunningham (SEAL)
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Colleen Cunningham, Owner