

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, Granville County Registry.

This Subdivision Streets Disclosure Statement is made this 18th day of July, 2024, by JSW Partners, a North Carolina general partnership ("JSW") and by CAC Custom Homes Inc. (CACCH) a North Carolina corporation ("CACCH"), 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, CACCH has or will purchase lots within the Subdivision, on which CACCH 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 CACCH' obligation or responsibility;

NOW, THEREFORE, pursuant to N.C. Gen. Stat. § 136-102.6, JSW, as seller to CACCH, and CACCH, as seller of lots and 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 CACCH 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 CACCH 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 CACCH with respect to any such costs.

II. NO REPRESENTATIONS BY CACCH AND NO RESPONSIBILITY OF CACCH

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.

CACCH 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, CACCH 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, CACCH 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 CACCH 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 CACCH 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 CACCH, CACCH, 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 CACCH 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: Robert Wayne Bailey, Sr. (SEAL)
Robert Wayne Bailey, Sr., GP

CAC Custom Home Inc., a
North Carolina

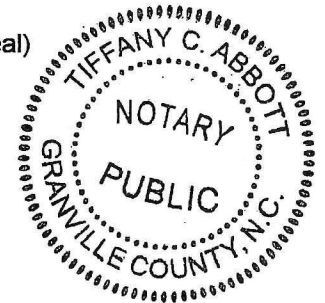
By: Andrew Cady, Owner (SEAL)

State of North Carolina County of Granville

I, the undersigned Notary Public of the County and State aforesaid, certify that Robert Wayne Bailey, Sr. personally appeared before me this day and acknowledged that he is General Partner of JSW Partners, a North Carolina general partnership, and that he, as 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 1 day of May, 2024.

Tiffany C. Abbott
Notary Public

(Official Stamp or Seal)



My Commission expires: 7.29.27

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

(Official Stamp or Seal)

My Commission expires: _____