

MURPHY'S RIDGE

SUBDIVISION STREETS DISCLOSURE STATEMENT AND ALLOCATION OF RESPONSIBILITY

Brief Description for the Index: Lots 8, 9, and 10, Murphy's Ridge, Phase 1, Plat Book 54, Page 171-173, Granville County Registry.

This Subdivision Streets Disclosure Statement is made this 2 day of April, 2025, by **Askeaton Realty, LLC**, a Texas limited liability company ("Declarant") and by **Hornet Homes, LLC**, a North Carolina limited liability company ("Builder"), pursuant to N.C. Gen. Stat. § 136-102.6(f).

WHEREAS, Builder has or intends to develop certain real property located within an existing subdivision known as Murphy's Ridge, in Granville County, North Carolina (the "Subdivision"); and

WHEREAS, a plat of Phase 1 of the Subdivision is recorded in the Office of the Register of Deeds of Granville County, North Carolina, and such plat designates all streets within the Subdivision as public streets; and

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

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

NOW, THEREFORE, pursuant to N.C. Gen. Stat. § 136-102.6, Declarant, as seller to Builder, and Builder, as seller of lots and constructed 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 Murphy's Ridge Home Owners Association, Inc.

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.

Declarant 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.

Declarant 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 Icarus Construction, LLC in accordance with the standards for subdivision streets adopted by the North Carolina Department 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.

Declarant 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 the Murphy's Ridge Home Owners Association, Inc., 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 Murphy's Ridge Home Owners Association, Inc. 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 Builder 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 Builder with respect to any such costs.

II. NO REPRESENTATIONS BY BUILDER AND NO RESPONSIBILITY OF BUILDER

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.

Builder 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, Builder 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.

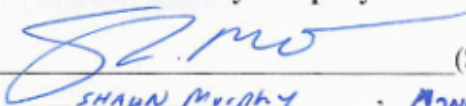
Without limiting the generality of the foregoing, Builder makes no representation or warranty whatsoever as to, and has no responsibility, obligation, or liability for, the design, construction, quality, condition, drainage, maintenance, or any other aspect of the streets and right-of-way within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut; and Builder 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 Builder entering into any agreement or any conveyance with any prospective buyer of any lot or house within the Subdivision. Further, prior to Builder entering into any agreement or any conveyance with any prospective buyer of any lot or house within the Subdivision, such prospective buyer and Builder 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 Declarant, Builder, 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, Declarant and Builder have duly executed this Subdivision Streets Disclosure Statement as of the day and year first above written.

Askeaton Realty LLC,
a Texas limited liability company

By:  (SEAL)
SHAUN Murphy, Manager

By: _____

Builder: _____

Name: _____

Title: _____

State of North Carolina County of Johnston

I, the undersigned Notary Public of the County and State aforesaid, certify that Shawn Murphy personally appeared before me this day and acknowledged that he is manager of Ashton Realty LLC, a North Carolina limited liability company and that he, as manager, 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 2 day of April, 2025.

Salli
Notary Public

(Official Stamp or Seal)

My Commission expires: 02/24/27

