

Prepared by and return to: Beemer, Hadler, Willett & Lin, P.A., P.O. Drawer 3150, Chapel Hill, N.C., 27515.

NORTH CAROLINA

ORANGE COUNTY

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR VAN HOUTEN SUBDIVISION

THIS DECLARATION, made and entered into this the ____ day of April, 2020, by VAN HOUTEN GROUP, LLC, a North Carolina limited liability company, as Declarant, whose address is 230 Carolina Meadows Villa, Chapel Hill, NC 27517-8517.

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property located in Orange County, more particularly described as:

BEING, four lots or parcels as follows:

- 1.6849-acre lot (parcel) shown on Plat Book 119, Page 32 (PIN 9870325795);
- 2.2698-acre lot (parcel) shown on Plat Book 118, Page 198 (PIN 9870326502);
- 1.9892-acre lot (parcel) shown on Plat Book 118, Page 198 (PIN 9870325289);
- and
- 1.6076-acre lot (parcel) shown on Plat Book 118, Page 148 (PIN 9870326008)

AND WHEREAS, the Property is zoned for residential development in the Town of Carrboro (the *Town*) and Chapel Hill-Carrboro School District at the end of Tally Ho and Reynard Roads;

AND WHEREAS, the above described four (4) lots have been approved by the Town for the construction of four single-family homes and accessory dwelling units as allowed by local law;

AND WHEREAS, the Declarant reserves the right to add that certain 14.0622 acre parcel as shown in Plat Book 119, Page 32, Orange County Registry; and being PIN 9870329927; the right to add that certain 10.0030 acre parcel shown, on Plat Book 118, Page 167, Orange County; and being PIN 9870421278 or other adjacent lands under the terms and provisions of this Declaration, and, further to add such lands and additional lots at any time.

NOW, THEREFORE, Declarant declares that all the property in the development known as VAN HOUTEN GROUP SUBDIVISION shall be held, sold, and conveyed subject to the following restrictions, covenants and conditions.

Preamble: The purpose of this instrument is to foster the development of a compatible neighborhood of people and homes and to protect all parties to this instrument against such improper use of lots within the development as would depreciate the monetary worth of other lots within the development. To that end, Declarant herein creates a Homeowners' Association, which will be a North Carolina not-for-profit corporation and vests it with certain powers and authority consistent with the intentions expressed in this Preamble. Lastly, said restrictions, covenants and conditions shall be appurtenant to and run with the land and shall be binding on all parties having any right, title or interest in the described real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE ONE: Definitions.

Section 1: "Properties" shall mean and refer to that certain real property known as Van Houten Subdivision and BEING the following:

BEING, four lots or parcels as follows:

- 1.6849-acre lot (parcel) shown on Plat Book 119, Page 32 (PIN 9870325795);
- 2.2698-acre lot (parcel) shown on Plat Book 118, Page 198 (PIN 9870326502);
- 1.9892-acre lot (parcel) shown on Plat Book 118, Page 198 (PIN 9870325289);
- and
- 1.6076-acre lot (parcel) shown on Plat Book 118, Page 148 (PIN 9870326008)

Properties also mean any adjoining lands, lots or parcels added by the Declarant under the terms and provisions of this Declaration.

Section 2: "Association" shall mean and refer to VAN HOUTEN HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 3: "Lot" shall mean and refer to any of the tracts, **parcels** or lots of land described in Article One, Section 1 above, and as shown on any recorded map referenced in Article One, Section 1 above.

Section 4: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5: "Declarant" shall mean and refer to Van Houten Group, LLC, its successors and assigns. In the event Van Houten Group, LLC, for any reason, should cease to exist, then Declarant shall mean any entity which purchases or otherwise acquires Van Houten Group, LLC or its remaining interests in and to the development known as VAN HOUTEN SUBDIVISION.

Section 6: "Member" shall mean and refer to any person or entity entitled to membership in the Association as provided for herein. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to an assessment by the Association. The Owner of a Lot shall become a member of the Association merely by virtue of being an Owner of a Lot. In the event of multiple ownership of any given Lot, each Owner shall be a member of the Association but only one vote total shall be accorded to each Lot.

Section 7: "Common Areas" shall mean and refer to all real property (including any improvements thereto) owned in fee simple by the Association or for which the Association shall have been granted by Declarant easement rights for the common use and enjoyment of all the Owners of Lots in Van Houten Group Subdivision, subject to this Declaration and By-Laws.

ARTICLE TWO: Property Rights.

Section 1: Each Owners' Easements of Enjoyment: Each Owner of a Lot in VAN HOUTEN GROUP SUBDIVISION shall have a right and easement of benefit in common with every other Lot Owner in VAN HOUTEN GROUP SUBDIVISION, to any easements shown on the recorded plats now and in the future for VAN HOUTEN GROUP SUBDIVISION, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving any easements shown on the recorded plat, *including the public emergency vehicle turn around easement* and shared driveways within easements, or for any expenditure related to the improvement of the neighborhood, to mortgage said property, and the rights of such mortgagees in said properties shall be subordinate to the rights of the homeowners hereunder.

Section 2: Delegation of Use: Subject to this Declaration and By-Laws, a Lot owner may delegate his right of enjoyment to his heirs and assigns, members of his family, invitees, agents, licensees, guests, tenants, or contract purchasers who reside on the property.

ARTICLE THREE: ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS.

Section One: The Declarant hereby establishes a Homeowner's Association (hereinafter *HOA*) vested with all powers required to attain the purposes set forth above consistent with applicable law. All HOA membership shall be appurtenant to and inseparable from lot ownership (every lot owner shall be a HOA member).

Section Two: The Association shall have two classes of voting membership.

Class 1 – Class 1 members shall be all Owners with the exception of Declarant, and shall be entitled to one vote for each Lot owned for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event may more than one vote be cast for any single Lot.

Class 2 - The Class 2 member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. When Declarant sells a lot, the Membership for that Lot shall be converted from Class 2 to Class 1. Class 2 members shall have five (5) votes per Lot and Class 1 members shall have one (1) vote per Lot.

Section Three: The HOA shall establish a Board to monitor, enforce and suggest amendments to the covenants and guidelines, adopt annual budgets, approve common HOA costs, and set, amend and collect assessment fees, application fees, late payment

penalties and other amounts due as further described in Article Four below. To the extent applicable, the HOA Board shall maintain and protect common elements and easements, retain insurance for common elements, provide relevant information to institutional lenders holding mortgages on any lots and take other actions reasonably required to protect the interests of the HOA and lot owners.

The HOA Board shall comprise no less than two (2) or more than (4) directors of which the initial directors shall be designated by the Declarant and subsequent directors approved by HOA members by majority vote. The initial HOA Board directors shall serve three-year terms and subsequent directors shall serve two-year terms. When an HOA Board director resigns or departs, the remaining directors may select a new director. The HOA Board directors shall exercise their own judgment in making decisions and abstain from any vote, deliberation or action that would pose a potential conflict of interest.

ARTICLE FOUR: Covenant for Assessments.

Section 1: Creation of the Lien and Personal Obligation of Assessments. Except for the Declarant, each Lot owner within the Properties, hereby covenants, and by each Owner's acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) an Annual Assessment, and (2) a Special Assessment for capital improvements, both such assessments to be established and collected as hereinafter provided. The Annual Assessment, and as applicable, the Special Assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: Purpose of Assessments.

(a) The assessments levied by the Association shall be used to promote the health, safety, and welfare of the residents of the Properties.

(b) In addition, the assessments as collected shall be spent for general maintenance of the Common Areas or Easements to the extent applicable including the *public emergency vehicle and utility vehicle turn-around easement* as shown on the recorded Plats, or any subdivision signage or mail kiosk that is part of the subdivision.

(c) By way of further example, and only to the extent applicable and again not by way of limitation, the Board of Directors of the Association, being responsible for procuring extended casualty insurance and general liability insurance over an Easements or Common Areas of VAN HOUTEN GROUP SUBDIVISION, shall defray the cost of the same from the Annual Assessment. Initially, the public emergency vehicle and utility vehicle turn-around easement area shall be insured by the Association.

Section 3: Maximum Annual Assessment. Until July 1, 2021, the maximum Annual Assessment shall be **THREE HUNDRED (\$300.00)** Dollars per Lot, payable on an annual basis on the 1st day of July, each year. In addition to the Maximum Annual Assessment, the initial capital assessment fee, which shall be equal to the annual assessment fee, shall be due from each lot buyer upon closing.

(a) From and after July 1, 2021, the maximum Annual Assessment may be increased each year, without a vote of the Lot Owners, in an amount equal to but not greater than the increase in the Consumer Price Index (as published by the United States Department of Labor) for the preceding calendar year, or \$15.00 per year whichever amount is less.

(b) From and after July 1, 2021, the maximum Annual Assessment may be increased above that total increase established by the Consumer Price Index for the preceding calendar year only by a vote of two-thirds (2/3) of all the Lot Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the Annual Assessment at any amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, if any or any necessary repair, which shall be used to defray unanticipated or other one-time costs, shall be due from one or more lot owners in accord with terms set by the HOA Board. Any such special assessment must have the assent of two-thirds (2/3) of the votes of all the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written or electronic notice of any meeting called for the purpose of taking any action

authorized under Section 3 or 4 shall be sent to all Lot Owners not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Lot Owners or of the proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quota at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots.

Section 7: Date of Commencement of Annual Assessment: Due Dates. The Annual Assessment provided for herein shall commence as to all Lots as of the date of recording of this Declaration. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. In the event the annual assessment is increased, written notice of the increase shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8: Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10.0%) percent per annum, plus a one-time late payment penalty of Ten (\$10) Dollars. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments.

Section 9: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer except that such an extinguished lien may be reallocated and assessed to all of the Lots as a common expense. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10: In addition to the above, the annual assessment provided for herein shall be allocated in part to a reserve fund for the emergency repair or other agreed upon improvements to any Common Areas

ARTICLE FIVE: ARCHITECTURAL REVIEW AND GUIDELINES

Section 1: Declarant Approval. No site preparation or initial construction work shall be commenced upon any Lot until the plans and specifications for the proposed construction have been approved by Declarant or its designated appointee. The Declarant or its designated appointee shall have the sole approval authority of all exterior designs, colors, specifications and locations for each proposed dwelling and any associated structures. Declarant authority to approve or disapprove all proposed dwelling and associated structures shall continue or resume at such time new Lots are created by the additional property or properties added to the subdivision.

Section 2: Applications. Applicants for proposed dwelling and associated structures shall follow the design Guidelines which are attached as Exhibit "A" and incorporated herein by reference and include a form for use in submission of proposed construction to The Declarant. Declarant will use the Guidelines as basis for approval or disapproval plans and specifications of proposed dwelling and associated structures. Declarant shall respond to a *complete* submission within thirty (30) days of the application, and the application will be considered approved if a response is not provided in writing. If, however, the plans and specifications reflect inaccurate or incomplete information when submitted, they shall not be deemed to be approved notwithstanding the foregoing. Denial of approval of any plans by either the Declarant may be based upon any grounds, including purely aesthetic and environmental.

Section 3: Guidelines Review Committee. At such time as Declarant no longer owns any real property within the Properties (or earlier if the Declarant shall surrender this right in a written statement in recordable form executed by Declarant), the Declarant shall assign to the HOA the rights, powers, duties and obligations construction improvement approval on Lots. The HOA Board shall then establish a Guidelines Review Committee (hereinafter the *GRC*) to review, interpret, maintain, promulgate and enforce the Guidelines. The GRC shall comprise three (3) to five (5) GRC members. One member shall be the Declarant, unless Declarant waives its right to be a member, in writing. All other members shall be nominated and appointed by the HOA Board for two-year terms. GRC members shall not be on the HOA Board. Whenever a GRC member resigns or departs, the remaining GRC members may select a new GRC member by majority vote. The GRC may recommend changes to the Guidelines for

HOA Board approval. The GRC members shall exercise their own judgment in making decisions and shall abstain from any vote, deliberation or action involving an interest of that member.

Lot owners must obtain the GRC's prior written approval for any lot improvements except as set forth in Section 1. Lot owners must submit all requests for approval in writing in accord with the Guidelines. The GRC shall review such requests in accord with the Guidelines, but ultimately must rely on its judgment in interpreting the Guidelines and making a determination.

Section 4: Violations. The GRC shall notify the lot owner and HOA Board of any violation of the Guidelines. The HOA Board shall give the lot owner at least ninety (90) days to correct the violation and verify the lot owner's corrective actions. If the lot owner fails to take suitable corrective action within ninety (90) days, the HOA Board may take suitable measures until such time the violation is cured, including assessing fines, filing liens, and filing legal claims for non-compliance and HOA-incurred attorney fees. The HOA Board also may subject the matter to mediation at the Dispute Settlement Center in Carrboro. All mediation costs shall be shared equally by the parties and any agreements reached in mediation, if any, shall be enforceable in any court of competent jurisdiction. Any dispute not resolved through mediation may then be litigated.

ARTICLE SIX: Additional Property:

Declarant, its successors and assigns, shall have the unilateral right to bring within the plan and operation of this Declaration, additional, properties, subject to Declarant. Additional properties shall include that certain 14.0622 acre parcel as shown in Plat Book 119, Page 32, Orange County Registry; and being PIN 9870329927; and that certain 10.0030 acre parcel shown on Plat Book 118, Page 167, Orange County; and being PIN 9870421278 or other adjacent lands under the terms and provisions of this Declaration, and, further to add such lands and additional lots as members of Van Houten Homeowners' Association, Inc.

The additions authorized under this section shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the operation and effect of these Covenants, Conditions and Restrictions to such additional property. The Supplementary Declarations may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions of this Declaration as may be necessary or convenient in the judgment of the Declarant, to reflect the different character, if any, of the added properties.

ARTICLE SEVEN: Easements and Common Elements

Section 1: General. All lots are subject to private and public easements for utilities, public services or common needs determined by the HOA Board. The HOA is entitled to an easement to any lot for HOA-approved common area element or easement maintenance. The HOA may charge lot owners for reasonable costs incurred for maintenance work required by the willful or negligent act of that lot owner or the lot owner's family, tenants, contractors, guest or invitees. Each lot owner shall have the right to use any common elements (to the extent they are provided) and such right shall be appurtenant to and run with the title to every lot. The lot owner's rights shall include access, ingress and egress, subject to federal, state and local law.

Each lot owner shall review all relevant documents (e.g., plats) to locate any easements, buffers or other restrictions on his/her lot and is prohibited from making any improvements that encroach upon easements or other restrictions. Any structures or other improvements encroaching on an easement, buffer, common space or other designated element shall be removed upon GRC request at the owner's sole cost. Lot owners are prohibited from altering or installing any items or plantings, diverting water, storing property and leaving debris on common areas, elements or easements. Lot owners are responsible for any damages or costs arising from actions by the HOA Board or its agents to rectify such violations.

Section 2: Public Emergency Utility Vehicle Turn-Around Easement. Declarant, for itself, its successors and assigns, gives, grants, bargains, sells and conveys to the HOA, a perpetual right and easement of ingress-egress-regress, and for use by public emergency and utilities vehicles over, across and through that certain Public Emergency Vehicle Turn-Around Easement Tract shown and previously dedicated by Declarant on Plat Book 119, Page 32, Orange County Registry and also on Plat Book 118, Page 198, Orange County Registry. Declarant hereby grants a perpetual easement, that runs with the land, in favor of HOA over the Easement Tract dedicated for non-exclusive use by emergency and utility vehicles.

Cost of Initial Improvements, Maintenance, Repair and Insurance. Declarant shall complete all initial construction of the public emergency utility vehicle turn-around, and pay all costs of the construction improvements, all improvements to comply with Town of Carrboro regulations and be in compliance with Note 11 on the recorded Plats. The HOA or any third-party purchasers of four (4) Lots subject to this Declaration shall not bear any cost associated with the initial construction of public emergency utility vehicle turn-around. Upon completion of the public emergency vehicle turn-around, the HOA shall at their sole

cost and expense, (a) cause the public emergency/utility vehicle turn-around to be kept and maintained in good and serviceable condition, and state of repair, free of garbage, refuse or unsightly appearance, and (b) keep and maintain public liability insurance on over the easement area granted herein.

No Barriers. At no time shall Declarant, Lot Owners or the HOA erect or permit the erection of any fence or other barrier or obstruction on, within or over the Easement Tract or any part thereof that will in any way interfere with the continuous and uninterrupted use of the Easement Tract by public emergency vehicles including utility vehicles, and for use by Declarant, Lot Owners, or their tenants, guests, invitees and licensee, for the purposes of the Easement granted herein over the Easement Tract which shall be kept open at all times for the free use thereof as contemplated in this Declaration by Declarant. In addition, the record Lot Owners of Lots subject to this Declaration, their tenants, guests, invitees and licensee shall never park or permit third-parties to park automobiles, bicycles, motorcycles and any other type of motor vehicles within the Easement Tract.

Section 3: Grant of the Shared Driveway Access and Utility Easement. Declarant, for itself, its successors and assigns, gives, grants, bargains, sells and conveys to all future owners of that certain 2.2698-acre lot (parcel) shown on Plat Book 118, Page 198 (PIN 9870326502); that certain 1.9892-acre lot (parcel) shown on Plat Book 118, Page 198 (PIN 9870325289); and that certain 1.6076-acre lot (parcel) shown on Plat Book 118, Page 148 (PIN 9870326008), a perpetual right and easement of ingress-egress-regress, over, across and through that certain Easement Tract dedicated as a Driveway Access Easement on Plat Book 118, Page 198, Orange County Registry and also shown on Plat Book 119, Page 32, Orange County Registry. This shared Driveway Access and Utility Easement over the Easement Tract is conveyed consistent with the requirements of Note 12 on the recorded plats. The Grant of Easement herein shall run with the Land.

Further it is Declarant's intent that the driveway access and utility easement over the Easement Tract shall provide driveway and utility access for the three Lots. The easement runs from the southern end of the Public Emergency Vehicle Turn Around Easement as shown on the recorded plats and also described in Section 2 above, it being the intent of Declarant the Lot Owners benefiting from this Shared Driveway Access and Utility Easement shall be access their lots from the Reynard Road Public Right-of-Way, and thence over the Public Emergency Vehicle Turn Around.

Cost of Initial Improvements, Maintenance, Repair and Insurance. Declarant shall complete all initial construction of the Shared Driveway and Utility Access Easement Tract, and pay all costs of the construction improvements, all improvements to comply with Town of Carrboro regulations and be in compliance with Note 12 on the recorded

Plats. The third-party purchasers of three Lots sharing the Easement Tract, shall not bear any cost associated with the construction of the initial driveway access improvements to each Lot. However, upon completion of the construction of the driveway access and utility easement, the record Owners of the three Lots at their sole cost and expense, (a) cause the driveway access and utility easement improvement to be kept and maintained in good and serviceable condition, and state of repair, free of garbage, refuse or unsightly appearance, and (b) keep and maintain public liability insurance on over the easement area granted herein.

The owners of the 1.9892-acre lot (parcel) shown on Plat Book 118, Page 198 (PIN 9870325289), the 2.2698-acre lot (parcel) shown on Plat Book 118, Page 198 (PIN 9870326502) and the 1.6076-acre lot (parcel) shown on Plat Book 118, Page 148 (PIN 9870326008), shall each bear one-third (33 and 1/3 %) of the maintenance and repair costs of the improvements, and each Owner agrees not to make any changes, alterations or modifications of any nature whatsoever to the shared driveway that would interfere with the other Owners use, rights or interests therein. Any maintenance or repair to the driveway must be approved by two-thirds of said Lot Owners before any action is taken, unless required by the Town of Carrboro.

No Barriers. At no time shall Declarant or any subsequent Lot Owner or occupant erect or permit the erection of any fence or other barrier or obstruction on, within or over the Easement Tract or any part thereof that will in any way interfere with the continuous and uninterrupted use of the Easement Tract by Declarant, Lot Owners, or their tenants, guests, invitees and licensee, for the purposes stated in this Declaration, and the Easement Tract shall be kept open at all times for the free use thereof as contemplated in this Declaration. In addition, the record owners of the Lots, their tenants, guests, invitees and licensee shall never park or permit third-parties to park automobiles, bicycles, motorcycles and any other type of motor vehicles within the Easement Tract.

ARTICLE EIGHT: General Provisions

Section 1: Enforcement. These covenants shall be construed pursuant to the laws of North Carolina. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. In the event of any contradiction, real or apparent, between the

NORTH CAROLINA - COUNTY OF

I, _____, a notary public in and for said county and state do hereby certify that _____ personally came before me this day and acknowledged the due execution of the foregoing instrument as Manager of Van Houten Group, LLC, a North Carolina limited liability company.

Witness my hand and notarial seal, this the ___ day of April, 2020.

My commission expires:

Notary Public _____