

CALL TO: Margaret A. Faulkner, P.L.L.S.  
 3107 JONES FERRY ROAD  
 CHAPEL HILL, NC 27516  
 PHONE: 919-858-0180

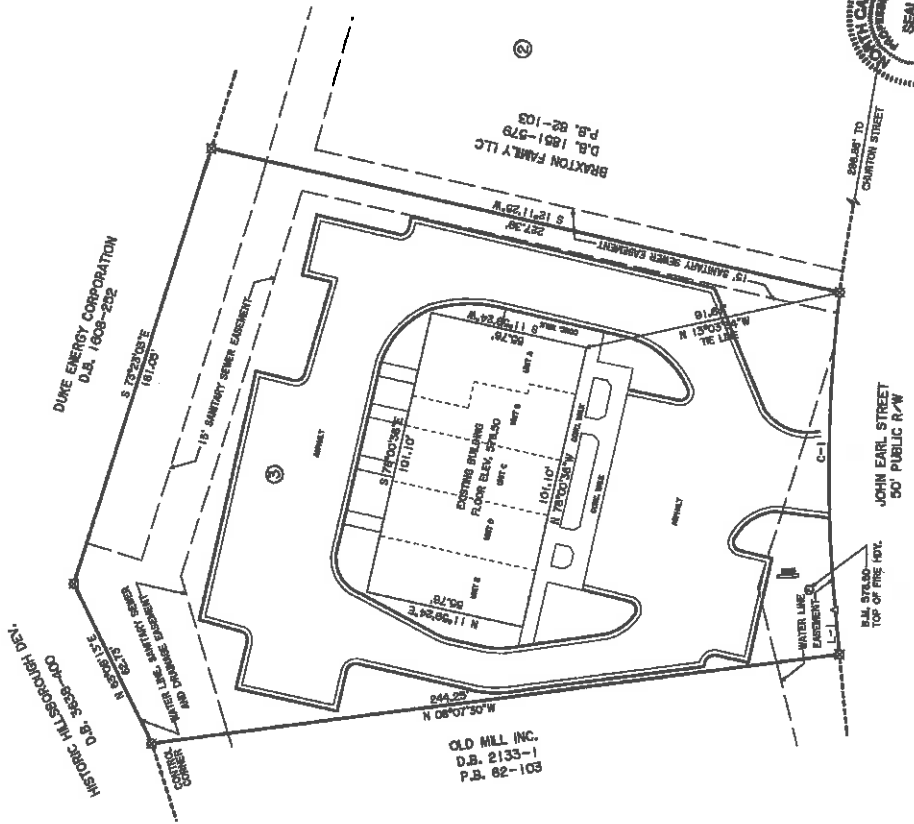
CURVE	RADIUS	LENGTH	CHORD	CHANGING
C-1	826.00'	112.34'	112.13'	S 89°56'16"W
CORSE		BEARING	DISTANCE	
L-1	S 65°51'15"W		153.71'	



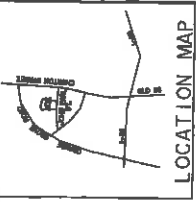
PACENT. 2804-91-4814  
 9864-91-4814.001-Ann. 005

STATE OF NORTH CAROLINA  
 COUNTY OF ORANGE  
 I, Margaret A. Faulkner, P.L.L.S. REVIEW OFFICER OF  
 THIS CERTIFICATION IS AFFIDAVIT MEETS ALL STATUTORY REQUIREMENTS  
 FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY  
 AS PROVIDED BY LAW.  
Margaret A. Faulkner  
 REVIEW OFFICER  
 ORANGE COUNTY LAND RECORDS-018

I, Dale D. Faulkner, certify that this plat was drawn under my supervision from an actual survey made under my supervision (see description recorded in Book 2356, page 66); that the boundaries not surveyed are clearly indicated as drawn from information as noted; that the ratio of precision as calculated is 1:10,000; that this plat was prepared in accordance with G.S. 47-50 as amended. Witness my original signature, registration number and seal this 4 day of MARCH, A.D., 2008  
 Surveyor: Dale D. Faulkner  
 Registration Number: L-2176



I, DALE D. FAULKNER, A PROFESSIONAL LAND SURVEYOR, LICENSED UNDER CHAPTER 47, ARTICLE 1, SECTION 10 OF THE GENERAL STATUTES OF NORTH CAROLINA, DO HEREBY CERTIFY THAT THIS PLAN OF CONDOMINIUM FOR C. T. BENNETT LLC ACCURATELY DEPICTS THE LEGAL BOUNDARIES AND PHYSICAL LOCATION OF THE LANDS AND OTHER IMPROVEMENTS RELATIVE TO THOSE BOUNDARIES.  
 WITNESS MY HAND AND SEAL, THIS 22 DAY OF JANUARY, 2008.  
Dale D. Faulkner  
 PROFESSIONAL LAND SURVEYOR L-2176



LEGEND:  
 X EXISTING ROOM  
 Δ COMPUTED POINT  
 ○ FIRE HYD.

OWNER CERTIFICATE  
 I CERTIFY THAT I AM THE OWNER OF THE PROPERTY LYING WITHIN THE ATTACHED PLAT AND ORDERED THE WORK OF SURVEYING AND PLATTING TO BE DONE.  
Margaret A. Faulkner  
 Owner

STATE OF NORTH CAROLINA  
 COUNTY OF ORANGE  
 I, Margaret A. Faulkner, P.L.L.S. A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT Margaret A. Faulkner PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF FOREGOING INSTRUMENT.  
 WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 28th DAY OF March 2008  
Margaret A. Faulkner  
 Notary Public  
 My Commission Expires 03-28-2010



ORANGEVILLE CENTRE  
 OFFICE  
 P.O. 82-103

This plat does not require approval.  
Margaret A. Faulkner  
 Planning Director  
 Town of Hillsborough

I, DALE D. FAULKNER, CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY SUCH AS THE RECONSTRUCTION OF EXISTING PARCELS, A COUNTERFOOT SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

Dale D. Faulkner 3-1-08

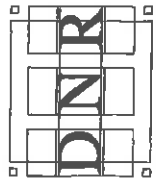
CONDOMINIUM PLAT

PROPERTY OF  
 C. T. BENNETT LLC  
 HILLSBORO, N.C.  
 OCTOBER 16, 2007 SCALE: 1"=30'  
 C. T. BENNETT LLC  
 P.O. BOX 1113  
 CHARLOTTE, NORTH CAROLINA 27701



DALE D. FAULKNER P.L.L.S. L-2176  
 3107 JONES FERRY ROAD  
 CHAPEL HILL, NORTH CAROLINA 27516  
 PHONE: 919-858-0180

NOTARY PUBLIC STATE OF NORTH CAROLINA  
 DAVID RIPPERTON  
 10110 N. GRANVILLE CENTRE DRIVE, SUITE 103  
 CARRBORO, NC 27510  
 (919) 942-5999  
 EXPIRES 03/04/2008

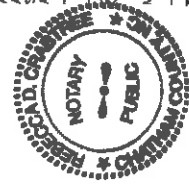


David N. Ripperton  
 Architect  
 200 N. Granville Centre  
 Suite 103  
 Carrboro, NC 27510  
 (919) 942-5999  
 Fax: (919) 942-8989



THE UNDERSIGNED ARCHITECT BEING LICENSED UNDER THE PROVISIONS OF CHAPTER 85A OF THE GENERAL STATUTES, HEREBY CERTIFIES THAT THIS DRAWING FULLY AND ACCURATELY REPORTS THE WORK DONE AND THE RESULTS OF THE SAME AND THAT ALL THE INFORMATION REQUIRED BY NORTH CAROLINA STATUTE 85C-2-109

DAVID RIPPERTON PERSONALLY APPEARED BEFORE ME IN ORANGE COUNTY, NORTH CAROLINA, AND HAVING BEEN DULY SWORN, ACCORDING TO THE LAW, MADE ANY EXECUTED THE ARCHITECT'S STATEMENT ABOVE, SWORN TO AND SIGNED BEFORE ME THIS 11th DAY OF MARCH, 2008.  
 PAGE NUMBER 1/1

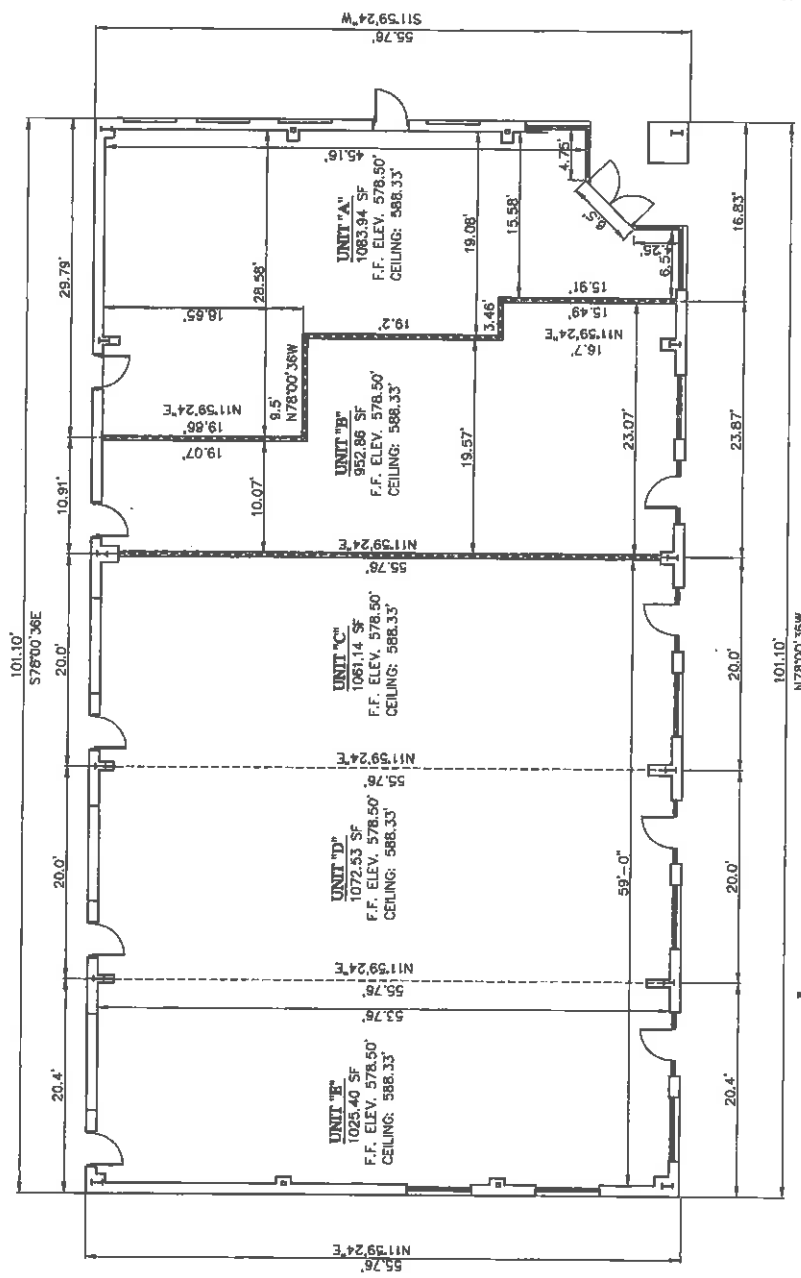


REBECCA D. CRUMRINE  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES:  
 11-08-09

Lot 3  
 Granville Centre  
 P.B. 82-103

OWNER:  
 C.T. Bennett LLC  
 P.O. Box 1118  
 Carrboro, N.C. 27510  
 Sheet 2 of 2  
 Date:

March 4, 2008



FLOOR PLAN  
 SCALE: 1/8" = 1'-0"

FOR PINS SEE  
 PAGE 175

DB

FILED Joyce H. Pearson  
Register of Deeds, Orange Co, NC  
Recording Fee: \$80.00  
NC Real Estate TX: \$ .00

*JP*

20080509000113830 DECL  
Bk:RB4522 Pg:141  
05/09/2008 04:16:01 PM 1/23



Prepared by and return to: The Maitland Law Firm, 2 Couch Rd., Chapel Hill, NC 27514.

NORTH CAROLINA

*PARENT. 9864-91-4814*

ORANGE COUNTY

*9864-91-4814.001 thru. DOS  
MAB*

**DECLARATION OF CONDOMINIUM  
FOR  
THE GRANVILLE CENTRE CONDOMINIUMS, Inc.**

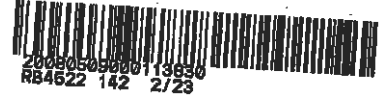
This Declaration is made on 28th of April, 2008 by C. T. BENNETT, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant." Declarant hereby states and declares as follows:

A. Declarant is the owner of that tract of real estate located in Orange County, North Carolina, described in the Legal Description attached hereto and incorporated by reference as Exhibit "A". The tract of real estate and all rights and privileges appurtenant thereto are hereinafter collectively referred to as "the Property."

B. Declarant desires and intends to convert the Property into a condominium pursuant to N.C.G.S. Chapter 47C ("the Act").

C. Declarant also desires and intends to subject the Property to certain covenants, conditions and restrictions to be binding upon all owners of any interest in the condominium and their lessees, guests, mortgagees, heirs, executors, administrators, successors and assigns.

THEREFORE, pursuant to N.C.G.S. §47C-2-101, Declarant hereby executes this Declaration to create THE GRANVILLE CENTRE CONDOMINIUMS, Inc. ("the Condominium"), and declares that henceforth the Condominium and all units thereof shall be held and owned subject to the following terms, provisions, covenants, conditions and restrictions, which shall be binding upon all owners of any unit of the Condominium and their lessees, guests, mortgagees, heirs, executors, administrators, successors and assigns:



1. Definitions. The definitions set forth in N.C.G.S. §47C-1-103 shall apply to this Declaration and are incorporated herein, except that the terms listed below shall have the specific meanings stated:

(a) "Association" shall mean The Granville Centre Unit Owners Association, a North Carolina nonprofit corporation, its successors and assigns.

(b) "Bylaws" shall mean the bylaws of the Association as they now or hereafter exist and as they may be amended from time to time.

(b) "Declarant" shall mean C. T. Bennett, LLC, a North Carolina limited liability company, its successors and assigns.

(c) "Declaration" shall mean this Declaration of Condominium for the Granville Centre Condominiums, Inc.

2. Name. The name of the condominium created by this Declaration is: The Granville Centre Condominiums, Inc.

3. Maximum Number of Units. The maximum number of units of the Granville Centre Condominiums, Inc. which the Declarant may create at any time is Five (5). The number of presently existing units is Five (5).

4. Description of Units. The presently existing Five (5) units are contained in the one-story brick building located on the Property. The building contains five (5) units, and the units within each building are more fully described and depicted by plans of record at Plat Book 103, Page 175-176 Orange County Registry which plans are incorporated herein as Exhibit "B" and are hereinafter referred to as "the Plans." The identifying number for each unit is as shown on the Plans.

5. Boundaries of Units. The horizontal boundaries of each unit are the interior surfaces of its perimetric walls. The vertical boundaries of each unit are the interior surfaces of its ceilings and floors. In determining whether materials or items are common elements, limited common elements or parts of a unit, the terms and provisions of N.C.G.S. §47C-2-102 shall apply, and are incorporated herein.

6. Limited Common Elements. In determining whether materials or items are limited common elements and how they should be allocated, the terms and provisions of N.C.G.S. §47C-2-102 shall apply, and are incorporated herein. Limited common elements include, without limitation, all heating, ventilation and air conditioning systems, water heaters, plumbing and plumbing fixtures and all other systems exclusively serving that owner's unit.

7. Special Declarant Rights. The Declarant reserves the following special Declarant rights, which shall apply to all of the Property and which must be exercised within five (5) years of the date of recording of this Declaration:

(a) to maintain signs advertising the Condominium on the common elements;



- (b) to use easements through the common elements for the purpose of making improvements to the Property; and
- (c) to amend this Declaration as necessary to exercise any special Declarant rights reserved, or if required by any local, state, or federal agency.

8. Reservation of Easements. Pursuant to N.C.G.S. §47C-2-116, the Declarant hereby reserves unto itself, its successors and assigns, such easements over all of the common elements of the Condominium as may be reasonably necessary to exercise the special Declarant rights specified in Section 7 above.

9. Allocated Interests. The undivided interests in the common elements, the common expense liability and votes in the Association (collectively, "the allocated interests") are to be allocated among all units on a per square foot basis. A schedule showing each unit with its respective allocated interest is attached to this Declaration as Exhibit "C" and is incorporated herein by reference,

10. The Granville Centre Unit Owners Association. Every unit owner shall be a member of the Association. Ownership of a fee interest in a unit shall be the sole qualification for membership, and membership shall be appurtenant to and shall not be separated from such ownership. The basic purposes and duties of the Association shall be to manage the Condominium pursuant to the terms and provisions of Article 3 of Chapter 47C of the North Carolina General Statutes, this Declaration, any Bylaws promulgated by the Association and any rules and regulations promulgated by the Association or its executive board; and to promote and to protect the enjoyment and beneficial use and ownership of the units. The Association shall have all of the powers stated in N.C.G.S. §47C-3-102, the terms and provisions of which are incorporated herein. The Association shall also have the power to enforce in its own name the terms and provisions of this Declaration, any Bylaws promulgated by the Association and any rules and regulations promulgated by the Association or its executive board. A copy of the Bylaws is attached hereto as Exhibit "D". In addition, the Association shall have the power to:

- (a) Adopt and amend Bylaws and rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from unit owners;
- (c) Hire and terminate managing agents and other employees, agents, and independent contractors;
- (d) Institute, defend, or intervene in its own name in litigation or administrative proceedings on matters affecting the Condominium;
- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement, and modification of common elements;
- (g) Cause additional improvements to be made as a part of the common elements;
- (h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, provided that common elements may be conveyed or subjected to a security interest only pursuant to G.S. 47C-3-112;



- (i) Grant easements, leases, licenses, and concessions through or over the common elements;
- (j) Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements and for services provided to unit owners;
- (k) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines not to exceed one hundred dollars (\$100.00) for violations of the Declaration, Bylaws, and rules and regulations of the Association;
- (l) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates or statements of unpaid assessments;
- (m) Provide for the indemnification of and maintain liability insurance for its officers, executive board, directors, employees and agents;
- (n) Exercise all other powers that may be exercised in North Carolina by a nonprofit corporation; and
- (o) Exercise any other powers necessary and proper for the governance and operation of the Association.

11. Restrictions on Use. All units shall be subject to the following restrictions on use:

(a) Each unit shall be used for commercial, nonresidential purposes only, subject and consistent with this Declaration, the Bylaws and any rules and regulations promulgated by the Association or its executive board. No residential activities shall be conducted in or from any unit.

(b) Noxious, offensive or loud activities shall not be conducted within any unit. Each unit owner shall refrain from any use of his or her unit which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other unit owner or occupant.

(c) All governmental codes, regulations and ordinances applicable to a unit shall be observed.

(d) No unit may be subdivided.

(e) No unit shall be used for hotel or other transient residential purposes. Every lease relating to any unit must be in writing, must be for a term of at least ninety (90) days and must provide that the tenant is obligated to observe all applicable terms and provisions of this Declaration, the Bylaws and any rules and regulations promulgated by the Association or its executive board.

(f) Each unit owner may install a business identification sign or business identification signage on the exterior surface of the building outside of the owners' unit in accordance with the rules and regulations adopted by the Association and in accordance with a uniform sign plan for the Condominium approved by the Town of Hillsborough. All exterior signs or signages which are visible from exterior of the building shall be approved in writing by the Association or its executive board. All such signs or signages must be in keeping with general plan and design of the Condominium.



(g) The parking places located directly in front of each unit shall be reserved for the exclusive use of that unit. The specific location of the reserved parking places for each unit shall be shown and designated on the Plans. All reserved parking places directly in front of all units should only be used for customers of the businesses located within those units. Employees of all businesses located within the units should be encouraged to park behind the building. The Association or its executive board may from time to time promulgate rules and regulations governing the use of the parking places.

(h) No owner shall make structural alterations or modifications to his or her unit or to any of the general or limited common elements, including the erection of antennas, aerials, awnings, the placement of any reflective or other materials in the windows of the unit or other exterior attachments, without first obtaining the written approval of the Association or its executive board. The Association or its executive board shall not approve any alteration, decorations or modifications which would jeopardize or impair the structural integrity or mechanical systems of the Condominium.

12. Maintenance and Assessments. Each unit owner shall maintain his or her own unit, including all heating, ventilation and air conditioning systems, water heaters, plumbing and plumbing fixtures and all other systems exclusively serving that owner's unit. The Association shall maintain all of the common elements of the Condominium, including the limited common elements not the responsibility of the unit owners as specified above, and assess all of the units for the costs thereof, pursuant to N.C.G.S. §47C-3-107 and 115, the terms and provisions of which are incorporated herein. The Association shall have the power to assess the units as set forth in the Act, and as follows:

(a) Regular Assessments. The Association shall establish an adequate reserve fund for the periodic maintenance, repair and replacement of the common elements. The Association shall charge each unit on a quarterly or monthly basis (as determined by its executive board) a Regular Assessment as its share of the common expenses and its contribution to the reserve fund. The initial quarterly assessment will be Two Thousand Five Hundred Dollars (\$2,500.00) per quarter to be allocated among all units pursuant to the allocated interests.

(b) Special Assessments. In addition to the Regular Assessments authorized in subsection (a) above, the Association may charge each unit, in any fiscal year of the Association, a Special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction of a capital improvement upon and to any part of the common elements, including fixtures and personal property related thereto; provided that any such Special Assessment must be approved by the affirmative vote of at least two-thirds of all units existing at the time of the vote, cast in person or by proxy at a meeting duly held in accordance with the Bylaws. If authorized by the Association, Special Assessments may be paid by unit owners in monthly or quarterly installments, as determined by the executive board of the Association.



(c) Rates of Regular and Special Assessments. Regular and Special Assessments shall be assessed against all units equally on a per unit basis as provided in Section 9 above.

(d) Commencement of Regular and Special Assessments. Each unit shall be and become subject to Regular and Special Assessments from and upon a sale by the Declarant of any unit subject hereto subsequent to this Declaration.

(e) Initial Assessments. In order to provide initial operating funds for the Association, each unit shall be assessed an Initial Assessment at the time of a sale by the Declarant of any unit subject hereto subsequent to this Declaration. The amount of the Initial Assessment shall be One Thousand Dollars (\$1,000.00) per unit. The Initial Assessment due from each unit pursuant to this subsection shall be in addition to all other assessments created hereunder, and shall not be credited against any other assessment. These funds shall be deposited in the Association's capital reserve account in an interest bearing account.

(f) Maintenance of Limited Common Elements. Any common expense associated with the maintenance, repair or replacement of a limited common element must be assessed only against the unit to which that limited common element is allocated.

(g) Assessments for Fines. The Association may assess individual units for any fines owed to the Association by the owner(s) of the unit for violations of this Declaration, the Bylaws or any rules and regulations promulgated by the Association or its executive board. Any such fine shall not exceed One Hundred Dollars (\$100.00) per occurrence, or shall not be any greater than is statutorily mandated under the Act. Prior to the assessment of fines against a unit, a hearing shall be held to determine if any unit owner should be fined or if Condominium privileges or services should be suspended pursuant to the powers granted to the association in G.S. 47C-3-102(11). The owner of a unit shall have a minimum of fifteen (15) days written notice prior to the hearing date set, which notice shall provide the unit owner with a list of the specific violations of this Declaration, Bylaws or rules and regulations alleged and to be heard before the executive board of the Association.

(h) Certificates of Assessments. The Association shall, upon demand, and for a reasonable charge, not to exceed Fifty Dollars (\$50.00) furnish a certificate signed by an officer of the Association stating whether all assessments against a specified unit have been paid. A properly executed certificate of the Association as to the status of assessments against a unit shall be binding upon the Association as of the date of its issuance.

(i) Payment and Collection of Assessments. Each of the applicable assessments described above, together with interest thereon and the costs of collection thereof, including reasonable attorney's fees, and together with late fees, if any, shall be a lien upon each unit and the personal obligation of all of the owners of such unit. Assessments shall be paid in such manner and on such dates as the executive board of the Association may establish, which may include discounts for early payment, reasonable late fees for late payment and special requirements for unit owners with a history of late payment. No unit owner may exempt himself from liability for assessments by non-use of



common elements, abandonment of his unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each unit owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association. Any assessment against any unit which remains unpaid for a period of thirty (30) days after delivery of a request for payment thereof shall be past due, and interest shall accrue on any unpaid amount from the date that it became past due at the rate of eighteen percent (18%) per annum, or the maximum rate allowed by Chapter 47C of the North Carolina General Statutes, which ever is greater. The Association shall have the power to take whatever action is necessary, at law or in equity, to collect any past due assessment, together with interest, late fees and costs of collection, including reasonable attorney's fees. When an assessment becomes past due, the lien created hereunder may be filed by the Association against the delinquent unit owner in the office of the Clerk of Superior Court of Orange County. The lien may be foreclosed by the Association in like manner as a mortgage on real estate under power of sale pursuant to Article 2A of Chapter 45 of the North Carolina General Statutes. However, any lien that consists solely of fines imposed by the Association shall be enforced by judicial foreclosure as provided in Article 29A of Chapter 1 of the North Carolina General Statutes.

(j) Subordination of Lien to First Mortgages. The lien created by subsection (i) above shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the lien of any assessment, except that the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of any assessment against the unit that first became due prior to such sale or transfer.

13. Insurance. The Association shall purchase, maintain in force and administer insurance coverage as provided by N.C.G.S. §47C-3-113, the terms and provisions of which are incorporated herein. In addition, the Association shall meet the following requirements regarding insurance:

(a) Property Insurance. All common elements of the Condominium (including all limited common elements), except land, excavations, foundations and other items normally excluded by property insurance policies, shall be insured by the Association in an amount equal to at least one hundred percent (100%) of their insurable replacement value as determined annually by the Association, with the assistance of the insurance company underwriting the coverage. Such coverage shall provide protection against loss or damage by fire and other hazards or risks covered by a standard extended coverage endorsement. To the extent necessary, the Association shall obtain Flood Insurance.

(b) Liability Insurance. The Association shall acquire and maintain in full force and effect a policy of insurance which insures the Association against any liability arising out of the use, ownership, maintenance and control of the common elements, any commercial space leased or owned by the Association and any public rights-of-way within the Property, with limits of liability therefore of not less than One



Million Dollars (\$1,000,000.00) per occurrence, which policy shall include an endorsement to cover liability of the Association to a single unit owner.

(c) Other Insurance. There shall also be obtained such other insurance coverage as the Association shall from time to time determine to be desirable and necessary or as may be required by the Federal Housing Administration, Veterans Administration or Federal National Mortgage Association.

(d) Waiver of Subrogation. All policies of insurance required to be carried hereunder shall contain waivers of subrogation.

(e) Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the Association or its agent at any given time during the term of the bond. The bond shall be in a minimum amount of Thirty Thousand Dollars (\$30,000.00) and may be increased at the discretion of the executive board of the Association.

(f) Qualifications of Insurance Carriers. The Association shall obtain the insurance coverages specified herein only from carriers licensed and admitted to transact business in North Carolina and which have received an A- or better rating by the latest edition of AM. Best's Insurance Rating Service.

(g) Proceeds. All contracts of property insurance purchased by the Association shall be for the benefit of all of the unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association or its authorized representative as insurance trustee under this Declaration. Each unit owner and his mortgagee, if any, shall be beneficiaries of each insurance policy in the percentage of the unit owner's undivided interest in the Condominium. The sole duty of the Association or its authorized representative as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein. Subject to the provisions of N.C.G.S. §47C-3-1 13, proceeds of insurance received by the insurance trustee shall be distributed to or for the benefit of the beneficiaries in the following manner:

(i) Proceeds shall first be paid to cover the cost of reconstruction and repair of any damage covered;

(ii) Proceeds shall then be paid to the trustee to reimburse it for costs reasonably incurred in discharging its duties as trustee; and

(iii) Any remaining proceeds shall then be distributed to the beneficiary or beneficiaries of the trust, as their interests may appear.

14. Availability of Documents and Records of the Association. The Association shall make reasonably available for examination true copies of this Declaration, the Bylaws, rules and regulations, books, records and current financial statements of the Association, to the following: (a) unit owners and their agents and



mortgagees, and (b) contract purchasers of units and their agents and prospective mortgagees. Upon written request from any governmental agency holding, insuring or guaranteeing any mortgage against any unit of the Condominium, the Association shall provide a copy of an audited financial statement of the Association for the immediately preceding fiscal year to the requesting agency within a reasonable period of time.

15. Notices to Lenders. Upon written request from any entity holding, insuring or guaranteeing a mortgage loan against any unit of the Condominium, the Association shall provide the requesting entity with timely written notice of:

- (a) any proposed amendment to this Declaration;
- (b) any proposed termination of this Declaration;
- (c) any condemnation of or loss, destruction or damage to the Condominium which affects a material portion of the Condominium or any unit against which there is a mortgage loan held, insured or guaranteed by the requesting party;
- (d) any delinquency of sixty (60) days or more in payment of any assessments due from the owner(s) of any unit against which there is a mortgage held, insured or guaranteed by the requesting entity; and
- (e) any lapse, cancellation or material modification of any insurance coverage held by the Association.

16. General Provisions.

(a) Parties Bound. All persons and entities acquiring any interest in any of the units, including but not limited to lessees, shall be bound by the provisions of this Declaration. All guests and invitees of such persons and entities, and any other occupants of any of the units, shall likewise be bound.

(b) Duration. The provisions of this Declaration shall run with and bind the Property perpetually unless rescinded pursuant to subsection (c) below.

(c) Amendment or Rescission. Except as provided herein, this Declaration may be amended only by a written instrument executed by the Association and authorized by the affirmative vote of at least sixty percent (60%) of the total allocated interests of the Condominium, cast in person or by proxy at a meeting duly held in accordance with the Bylaws; provided that the terms and provisions of this Declaration may be amended by the Declarant at any time within five (5) years of the date of recording of this Declaration, without the approval of the Association or any other party, as necessary to exercise the special Declarant rights reserved in Section 7 above or if the proposed amendment is required to obtain any approval of HUD, FHA, VA, FNMA or FHLMC. Except as provided herein, this Declaration may be rescinded only by a written instrument executed by the Association and authorized by the affirmative vote of at least one hundred percent (100%) of all units existing at that time, cast in person or by proxy at a meeting duly held in accordance with the Bylaws. Any amendment or rescission must be recorded at the Orange County Registry to be effective.



(d) Enforcement. The Declarant, any unit owner and/or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and obligations imposed by this Declaration. The Declarant, the Association or any unit owner may bring any action necessary to enjoin any violation or breach of the provisions of this Declaration, and/or to recover damages therefore. The Declarant, the Association and/or any unit owner shall be entitled to recover reasonable attorney's fees incurred in bringing and prosecuting such action from the breaching or violating unit owner(s).

(e) Failure to Enforce Not a Waiver. The failure to enforce any right, reservation, covenant or restriction contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter.

(f) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

(g) Captions. The captions herein are inserted only as a matter of convenience and for reference, and shall not be construed to define, limit or describe the scope of any provision of this Declaration.

(h) Law Controlling. This Declaration shall be construed and governed pursuant to the laws of North Carolina.

(i) References to Statutes. All references herein to any statutory provision shall be construed to include and apply to any subsequent amendments to or replacements of such provision.

**SIGNATURES FOLLOW ON NEXT PAGE**



IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal on the date shown above.

**C. T. Bennett, LLC**

**By:**

*C. Timothy Bennett, Jr.* (SEAL)  
Mr. C. Timothy Bennett, Jr., Member Manager  
*Member, Manager*

STATE OF NORTH CAROLINA, COUNTY OF ORANGE

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that Mr. C. Timothy Bennett, Jr., Member-Manager of C.T. Bennett, I.L.C, a North Carolina limited liability company, personally appeared before me this day and acknowledging to me that he voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 28<sup>th</sup> day of April, 2008.



(Notary Seal)

*[Signature]*  
Notary Public

My commission expires: 10-28-2008



IN WITNESS WHEREOF, PBRE, Inc., Trustee, and Cardinal State Bank join in the execution of this Declaration for the sole and express purpose of subordinating the lien of the Deed of Trust dated June 30, 2006 and recorded July 3, 2006, in Book 4070 Page 227, Orange County Registry, to the terms and conditions of this Declaration.

Cardinal State Bank

By:

[Signature] (SEAL)

Title First V.P.

[Signature] (SEAL)

PBRE, Inc., Trustee  
By: VP

STATE OF NORTH CAROLINA, COUNTY OF ORANGE

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that Danny C. Lloyd, personally appeared before me this day and acknowledging to me that he is First VP of Cardinal State Bank, and that he as FVP, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal this 28<sup>th</sup> day of April, 2008.

C. Wiggins  
Notary  
Public  
Franklin County, NC

[Signature]  
Notary Public C. Wiggins

(Notary Seal)

My commission expires: 10-06-08

STATE OF NC  
Franklin COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that Steve Anderson personally appeared before me this day and acknowledging to me that he/she is Trustee of Cardinal State Bank, and that he as Trustee, being authorized to do so, executed the foregoing on behalf of the corporation. Date: April 28<sup>th</sup>, 2008

[Signature] C. Wiggins  
Notary's Printed or Typed Name, Notary Public

C. Wiggins  
(Official Seal)  
Notary  
Public  
Franklin County, NC

My commission expires: 10-06-08



## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

BEING all of Lot 3 containing 1.27 acres as shown on that certain plat entitled "Granville Centre" as recorded in the Orange County Registry in Plat Book 82, Page 103 to which reference is hereby made for a more particular description of same.

See Deed Book 2366, Page 38, Orange County Registry.

## EXHIBIT B



### THE PLANS

BEING all of UNITS A, B, C, D and E as per plat and survey "CONDOMINIUM PLAT PROPERTY OF C.T. BENNETT LLC", prepared by Dale D. Faulkner, P.L.S dated October 15, 2007, now on file in the Office of the Orange County Register of Deeds in Plat Book 103, Page 175-176, to which reference is hereby made for a more particular description of same.



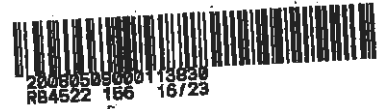
## EXHIBIT C

### TABLE OF ALLOCATED INTERESTS

Allocated Interest:

The square footage and allocated interest in common areas and expenses of each unit is as follows:

Unit A 1,083.94 sq. ft.	20.86%
Unit B 952.86 sq. ft.	18.34%
Unit C 1,061.14 sq. ft.	20.42%
Unit D 1,072.53 sq. ft.	20.64%
Unit E 1,025.40 sq. ft.	19.74%



## EXHIBIT D

### BYLAWS OF THE GRANVILLE CENTRE UNIT OWNERS ASSOCIATION

#### ARTICLE I.

##### OFFICES

1. Registered or Statutory Office and Agent. The registered or statutory office of the Granville Centre Unit Owners Association ("the Association") in the State of incorporation is 3111 Jones Ferry Road, Chapel Hill, NC 27514. The registered, statutory, or resident agent of the Corporation at such office is Mr. C. Timothy Bennett, Jr.

2. Other Places of Business. Branch or subordinate offices or places of business may be established at any time by the Board of Directors at any place where the corporation is qualified to do business.

#### ARTICLE II.

##### MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is a record owner of a fee or undivided fee interest in any of the units in the Granville Centre Condominiums ("the Condominium"), located in Orange County, North Carolina, shall be a member of the Association. Ownership of such interest shall be the sole qualification for membership, and membership shall be appurtenant to and may not be separated from such ownership.

#### ARTICLE III.

##### MEETINGS OF MEMBERS

1. Place of Meetings. All meetings of members shall be held at such place in Orange County, North Carolina, as shall be designated on the notice of the meeting or agreed upon by a majority of the members entitled to vote thereat.

2. Annual Meetings. The annual meeting of the members shall be held during the month of June of each year on any day during that month (except a legal holiday) or as otherwise determined by the Board of Directors, for the following purposes:

- (a) to ratify or reject the summary of the proposed budget submitted by the Board of Directors pursuant to Article IV below;



- (b) to elect the Board of Directors of the Association pursuant to Article IV below; and
- (c) to transact any other business that may come before the membership, including but not limited to the adoption, modification and/or repeal of any rules and regulations governing the Condominium.

3. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by these Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 4 of this Article III. A meeting so called shall be designated and treated for all purposes as the annual meeting.

4. Special Meetings. Special meetings of the members may be called at any time by the President or the Board of Directors of the Association, or upon the written request of members representing not less than twenty percent (20%) of the votes in the Association.

5. Notice of Meetings. Written notice of the meeting shall be delivered not less than ten (10) nor more than fifty (50) days before the date of any members' meeting, either personally, by mail, or by electronic means, including by electronic mail over the internet, by or at the direction of the President, the Secretary, or other person calling the meeting, to each member of record. The notice shall state the time and place of the meeting and shall also state the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes and any proposal to remove an Officer or Director. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his/her address as it appears on the record of members of the Association, with postage thereon prepaid. If such notice is sent by electronic means, it shall be sent to an electronic mailing address designated in writing by the unit owner. It shall be the responsibility of the individual members to keep the Secretary informed of their current addresses. In the absence of instructions from an individual member as to his/her address, the Secretary shall be entitled to rely on the most recent records of the Orange County Tax Collector to determine the addresses of the owner(s) of a unit. The notice of meeting must state the time and place of the meeting and all items on the agenda for the meeting.

When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty (30) days in any one adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

6. Voting Rights. On matters of the Association's business submitted to vote of the membership, each unit shall be entitled to cast the number of votes that is equal to the number of its allocated interest in the Condominium as provided in the Declaration, as the same may be amended from time to time. There shall be no requirement of a



quorum for submitting any matter to a vote at any Annual Meeting or Substitute Annual Meeting properly called and convened pursuant to these Bylaws. At any special meeting of members, the presence at a meeting of the owners of (3) units (represented either in person or by proxy) shall constitute a quorum for the purposes of submitting any matter to a vote. Except as otherwise provided by the Declaration, Chapter 47C of the North Carolina General Statutes, or these Bylaws, all matters submitted to a vote at any meeting held in accordance with these Bylaws shall be decided by a simple majority of the total votes cast. If only one of the multiple owners of a unit is present at a meeting of the association, that one owner is entitled to cast all the votes allocated to that unit. If more than one of the multiple owners is present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. Majority agreement is conclusively presumed if any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit.

7. Voting by Proxy. Votes allocated to a unit may be cast pursuant to a proxy duly executed by a unit owner. If a unit is owned by more than one person or entity, each owner of the unit may vote or register protest to the casting of votes by the other owners of the unit through a duly executed proxy. A unit owner may not revoke a proxy to the person presiding over a meeting of the Association. A proxy is void if it is not dated. A proxy terminates one year after its date, unless it specifies a shorter term. Any form of proxy which is sufficient in law may be used, but the following form of proxy shall be deemed sufficient:

The undersigned hereby irrevocably constitute and appoint \_\_\_\_\_ their attorney-in-fact and proxy for the sole purpose of casting the vote allocated to unit \_\_, on all matters submitted to vote at that meeting of the Granville Centre Unit Owners Association, to be held on \_\_\_\_\_, \_\_\_\_\_. The undersigned hereby ratify and confirm all such votes cast on behalf of said unit at that meeting, and certify that they are fully authorized to execute this instrument of proxy on behalf of all owners of any fee interest in said unit.

This the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

8. Voting List. At least ten (10) days before each meeting of members, the Secretary of the Association shall prepare an alphabetical list of the members entitled to vote at such meeting or any adjournment thereof, with the address of each, which list shall be kept on file with the book of records of the Association. This list shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any members during the whole time of the meeting.

ARTICLE IV.

BOARD OF DIRECTORS

I. Number. The business and affairs of the Association shall be managed by a Board of Directors which shall initially consist of the 1 (one) Initial Director, C. Timothy Bennett, Jr. s as named in the Articles of Incorporation of the Association. At the first Annual Meeting of the membership of the Association, the number of Directors of the



Association may consist of one (1) to five (5) individuals, all of whom must be unit owners or authorized representatives of the owners of units. Members of the Association may elect one Director per unit at each annual meeting of the members of the Association to serve until the next annual meeting of the members, unless the unit is sold or transferred, in which case the new unit owner may appoint a new Director in advance of the annual meeting at a special meeting called for that purpose. Each member of the Board of Directors shall hold office until his/her death, disability, resignation or removal, or until the expiration of his/her term and the election of his/her successor.

2. Powers and Duties. The Board of Directors shall have the power and the duty to act on behalf of the Association in all instances, except that the Board may not amend the Declaration, terminate the Condominium, elect members of the Board or determine the qualifications, powers, duties or terms of office of members of the Board. In addition the Board of Directors shall have the following specific powers, duties and responsibilities:

- (a) The Board will keep a complete record of all of its acts and all affairs of the Association and make the same reasonably available for examination by any member, his agents or mortgagees.
- (b) The Board will adopt a proposed budget for the Association to be approved or rejected by the membership of the Association at its Annual Meeting. The proposed budget shall be adopted at a meeting of the Board to be held not more than thirty (30) days before the Annual Meeting of the membership of the Association. A summary of the proposed budget, including the amount of any proposed assessments against the units, shall be mailed to the membership with the notice of the annual meeting. The proposed budget shall be deemed ratified unless at the meeting a majority of the votes in the Association voted to reject it. In the event the proposed budget is rejected, the periodic budget last ratified shall be continued until such time as the membership ratifies a budget subsequently proposed by the Board of Directors pursuant to N.C.G.S. Sec. 47C-3-103 (c).
- (c) The Board may promulgate, revise and update written rules and regulations governing the use and maintenance of all the units and all common elements of the Condominium, which shall be binding on the owners of all of the units, their lessees and guests. The Board shall provide the owners of all of the units with updated copies of any rules and regulations promulgated by the Board.
- (d) The Board may fine any unit owner as provided for in the Declaration.



- (e) The Board may contract a management agent to perform and execute such duties, functions and responsibilities of the Board as the Board may deem appropriate; however, no such contract shall relieve the Board from its fiduciary duty to the Association.

2. Regular Meetings. A regular meeting of the Board shall be held annually for the purposes of electing officers and conducting such other business as may come before the meeting. Notice to all Directors specifying the time and place of the meeting shall be sent not less than thirty (30) days before said meeting by deposit in the United States mails, postage prepaid. The Board, by resolution, may provide for additional regular meetings, which may be held without notice, except to members not present at the time of the adoption of the resolution.

3. Special Meetings. A special meeting of the Board may be called at any time by the President or by two Directors for any purpose. Such a meeting shall be held upon not less than five (5) days notice if given orally (either by telephone or in person), or upon not less than seven (7) days notice if given by depositing the notice in the United States mails, postage prepaid. Such notice shall specify the time, place and purposes of the meeting.

4. Action without meeting. The Board may act without a meeting if, prior to such action, each member of the Board shall consent in writing thereto. Such consent or consents shall be filed in the minute book.

5. Quorum. A majority of the number of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the members of the Board of Directors.

6. Voting. Except as otherwise provided in these Bylaws, the act of the majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

## ARTICLE V.

### WAIVERS OF NOTICE

Any notice required by these Bylaws, the certificate of incorporation or the law of the State of Incorporation may be waived in writing by any person entitled to notice. The waiver or waivers may be executed either before, at, or after the event with respect to which notice is waived. Each Director attending a meeting without protesting the lack of proper notice, prior to the conclusion of the meeting, shall be deemed conclusively to have waived such notice.

## ARTICLE VI.

### OFFICERS



1. Election. At its regular meeting following the annual meeting of the members and the election of a Board of Directors at that meeting, the Board of Directors shall meet to appoint a President, a Treasurer, and a Secretary. It may appoint such other officers, including one or more Vice Presidents, as it shall deem necessary. One person may hold two or more offices, except for the offices of President and Secretary which may not be held by the same person. Members of the Board of Directors shall be eligible to serve as officers of the Association. The officers shall be elected to one-year terms, and each officer shall hold office until his/her death, disability, resignation or removal, or until the expiration of his/her term and the election of his/her successor. Until such time as the first regular meeting of the members, Mr. C. Timothy Bennett, Jr. shall serve as President and Treasurer, and a member to be named at the initial meeting shall serve as Secretary.

2. Duties and Authority of President. The President shall be subject only to the authority of the Board, he or she shall have general charge and supervision over, and responsibility for, the business and affairs of the Association. Unless otherwise directed by the Board, all other officers shall be subject to the authority and supervision of the President. The President may enter into and execute in the name of the Association contracts or other instruments in the regular course of business, which are authorized either generally or specifically, by the Board. He or she shall have the general powers and duties of management usually vested in the President of a corporation. The President, together with the Secretary, shall execute any amendments to the Declaration or these Bylaws approved by the membership of the Association.

3. Duties and Authority of Vice President. In the absence of the President or in the event of his/her death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President, and shall perform such other duties as from time to time may be assigned or delegated to him/her by the President or the Board of Directors.

4. Duties and Authority of Treasurer. The Treasurer shall have the custody of the funds and securities of the Corporation and shall keep or cause to be kept regular books of account for the Corporation. The Treasurer shall perform such other duties and possess such other powers as are incident to that office or as shall be assigned by the President of the Board.

5. Duties and Authority of the Secretary. The Secretary shall cause notices of all meetings to be served as prescribed in these Bylaws and shall keep or cause to be kept the minutes of all meetings of the Board. The Secretary shall have charge of the seal of the corporation. The Secretary shall be authorized to certify and oversee the recordation of amendments to the Declaration or these Bylaws on behalf of the Association and shall keep a register of the post office address of each member which shall be furnished to the Secretary by such member. The Secretary shall perform such duties and possess such other powers as are incident to that office or as are assigned by the President or the Board.



6. Removal of Officers. The Board may remove any officer or agent of the Corporation if such action, in the judgment of the Board, is in the best interest of the Corporation. Appointment or election to a corporate office shall not, of itself, establish or create contract rights or give authority to act on behalf of the Corporation.

7. Vacancies of Offices. The Board, in its absolute discretion, may fill all vacancies in offices, regardless of the cause of such vacancies, for the remainder of the terms of the offices.

## ARTICLE VII

### AMENDMENTS TO AND EFFECT OF BYLAWS FISCAL YEAR

1. Force and Effect of Bylaws. These Bylaws are subject to the provisions of the law of the State of Incorporation and the Corporation's certificate of incorporation, as it may be amended from time to time. If any provision in these Bylaws is inconsistent with a provision in the State statutes or the certificate of incorporation, the provision of the State statutes or the certificate of incorporation shall govern.

2. Titles. Wherever in these Bylaws references are made to more than one incorporator, or director, they shall, if this is a sole incorporator, or director, be construed to mean the solitary person; and all provisions dealing with the quantum of majorities or quorums shall be deemed to mean the action by the one person constituting the Corporation.

3. Amendment to Bylaws. These Bylaws may only be altered, amended or repealed pursuant to § 55A-10-21 of the North Carolina General Statutes. Any such amendment shall be prepared and executed by the President or Vice President on behalf of the Association. The Secretary of the Association shall certify in the records of the Association the results of the vote approving and authorizing any such action; however, any such amendment, rescission, repeal or restatement of these Bylaws, or any such adoption of new bylaws, need not be recorded in the Orange County Registry to be effective.

4. Fiscal Year. The fiscal year of the corporation shall be the calendar year.

5. Definitions. Except for the terms specifically defined herein, the definitions set forth in the Declaration shall apply to the capitalized terms used in these Bylaws.

6. Conflicts. In the event of any conflict between the terms and provisions of these Bylaws and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall control.




7. References to Statutes. All references herein to any statutory provisions shall be construed to include and apply to any subsequent amendments to or replacements of such provisions.

ARTICLE VIII  
DISSOLUTION

1. Dissolution. The corporation may be dissolved in accordance with N.C.G.S. § 55A-14-01 et seq. After having paid and discharged all debts, the Board of Directors may make distribution to its members of excess or surplus membership dues, fees, or assessments remaining after the payment of the aforesaid debts; provided that these distributions are in proportion to the dues, fees or assessments collected from the members.

Accepted and approved by the Board of Directors this <sup>28<sup>TH</sup></sup> first day of APRIL, 2008.

THE GRANVILLE CENTRE UNIT OWNERS ASSOCIATION

By  Pres.  
Mr. C. Timothy Bennett, Jr., President.