

4431 0067

Unit File No. 113 Page _____

Declaration
OF
GRANVILLE PLACE CONDOMINIUMS

THIS DECLARATION, made this the 26th day of March, 1981, 37
QUEENSWAY, INC., a Michigan Corporation, with its principal place of business in
Southfield, Michigan, hereinafter called "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner in fee simple of the land hereinafter
described and the buildings and other appurtenant improvements erected thereon,
said land and improvements being hereinafter referred to as the "Condominium
Property"; and

WHEREAS, by this Declaration, Declarant intends to submit said
Condominium Property to the North Carolina Unit Ownership Act (Chapter 47A of
the North Carolina General Statutes), hereinafter called the "Unit Ownership
Act," thereby creating condominiums known as Granville Place Condominiums; and

WHEREAS, the condominium form of ownership provides for separate title
to each residential unit which will include an undivided interest in the
property that remains, and under the Unit Ownership Act it is necessary to
explicitly set forth the rights, privileges and obligations of the Declarant,
future unit owners, Association of Unit Owners, mortgagees, and others who may
acquire an interest in the Condominium Property;

NOW, THEREFORE, pursuant to the matters set forth in the premises,
Declarant, on behalf of itself, its successors and assigns and all persons
having or acquiring any interest of any kind in the Condominium Property, hereby
submits the property described in ARTICLE III hereof to the provisions of the
Unit Ownership Act and pursuant thereto does declare:

ARTICLE I
DEFINITIONS

The terms used herein shall have the meanings stated in the Unit
Ownership Act of the North Carolina General Statutes, said definition being
incorporated herein by reference.

MULSE AND BROWN
ATTORNEYS AT LAW
SUITE 200, LAW BLDG
CHARLOTTE, N. C. 28202

Fee 35.00
□ 35.00
Cash 35.00
3523000
5/19/81

100 - 1047

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ARTICLE II

NAME - ADDRESS

The name of the Condominium Property is Granville Place Condominiums. The existing buildings and other improvements on said property are located at the corner of Granville Road and Hopedale Road, Charlotte, North Carolina. Each unit will have a unit number corresponding to the existing street numbering system as more fully set forth below.

ARTICLE III

DESCRIPTION OF LAND

All that parcel of land with the buildings and improvements erected thereon situate, lying and being in the City of Charlotte, Mecklenburg County, State of North Carolina, being more particularly described as follows:

BEGINNING AT AN OLD IRON IN THE EASTERLY MARGIN OF Granville Road, said iron or place of beginning being N. 61-15-00 E. 156.99 feet from the point formed by the beginning of the radius forming the corner of Granville Road and Hopedale Avenue; running thence S. 39-56-20 E. 151.52 feet to an old iron; thence N. 71-34 E. 20.01 feet to an old iron; thence S. 41-07-00 W. 150.90 feet to an old iron in the northerly margin of Hopedale Avenue; thence with the northerly margin of Hopedale Avenue N. 53-59-30 W. 194 feet to an old iron; thence with the arc of a circular curve to the right having a radius of 20 feet, a distance of 40.14 feet to an old iron; thence N. 61-15-00 E. 156.99 feet to an old iron, the point or place of beginning, as shown by survey of Reece F. McRorie, dated October 4, 1972, reference to which is hereby made.

Being a part of Lots 12 and 13 in Block 9 as shown on map recorded in Map Book 230 at Page 128. Being also all of that certain property referred to as Lot 13-R and a part of 11-R in Block 9 in Deeds appearing in the chain of title.

ARTICLE IV

SURVEY AND DESCRIPTION OF BUILDING

Filed simultaneously herewith and expressly made a part hereof as Unit Ownership File No. 113 ("Unit Ownership File"), consisting of 3 pages, are a survey of the land and graphic descriptions and plans of the improvements constituting the Condominium, identifying the Condominium Units and Common Areas and Facilities, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each Condominium Unit is identified by specific numerical designation in said Unit Ownership File, and no Condominium Unit bears the same designation as any other Condominium Unit.

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The building consists of a two-story L-shaped brick structure with a partial basement. The building consists primarily of brick and frame materials with a composition roof. The building also has certain corridors, foyers and stairways, all as shown in the certified plans of said building, an exact copy of said plans is filed herewith and made a part hereof.

Reference is hereby made to the Survey and Plans for a more particular description of the building.

ARTICLE V

DESCRIPTION OF UNITS

Each unit is designated by the present street address and a unit number. Unit or condominium unit means an enclosed space, and, if applicable, a porch, consisting of one or more rooms occupying all or part of a floor in a building or of one or more floors in a building. The unit designation of each unit is shown on the survey of Granville Place Condominiums as contained in the Unit Ownership File, which survey is incorporated herein by reference. The address for each unit shall consist of a street number, the street name which the building faces and the unit number. The units contained in the building are numbered 1 through 10, each of which is located by such designation in the position as shown on the certified plans of the building attached hereto. The entrance ways for Units 1, 2, 5, 6 and 10 are located on the first floor and the entrance ways for Units 3, 4, 7, 8 and 9 are located on the second floor of the building.

Units 1, 2 and 3 are three room apartments with open porches. Units 1, 2 and 3 have respectively, inclusive of the open porches, 684 square feet, 639 square feet and 663 square feet. Unit 4 is a four room apartment with an open porch containing two full baths. Said unit contains, inclusive of the porch, 914 square feet. Unit 5 consists of a two-story unit containing five rooms, two open porches and two full baths. Unit 5 contains, inclusive of the porches, 1159 square feet. Unit 6 consists of five rooms, an entrance hall and an open porch, one full bath and one half bath. Said unit contains, inclusive of the porch, 926 square feet. Unit 7 consists of four rooms, and an open porch and a full bath. Said unit contains, inclusive of the open porch, 844 square feet. Unit 8 consists of four rooms, an open porch, and a full bath. Said unit contains, inclusive of its porch, 631 square feet. Unit 9 consists of two rooms,

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an entrance hall and a full bath. Said unit contains 297 square feet. Unit 10 consists of four rooms, a porch and a full bath. Said unit contains, inclusive of its porch, 844 square feet. Each unit is bounded horizontally by its perimeter walls as measured from the inside face of stud walls to the inside face of stud walls and vertically by its ceiling and floors as measured from the top of the floor joist to the bottom of the ceiling joist, and includes all windows and doors located in the walls of such unit.

The immediate common area to which each unit has access is the corridor-foyer area or yard area joining such unit as shown on the attached certified plans.

The address of each such unit shall be as follows:

- Unit 1 - 2101 Hopedale Road
- Unit 2 - 2105 Hopedale Road
- Unit 3 - 2103 Hopedale Road
- Unit 4 - 2107 Hopedale Road
- Unit 5 - 2109 Hopedale Road
- Unit 6 - 1139 Granville Road
- Unit 7 - 1135 Granville Road
- Unit 8 - 1141 Granville Road
- Unit 9 - 1143 Granville Road
- Unit 10- 1137 Granville Road

ARTICLE VI

DESCRIPTION OF COMMON AREAS AND FACILITIES

PERCENTAGE INTERESTS

The common areas and facilities consist of the entire Condominium Project and every part thereof, other than the units as described above, including, without limitation, the following:

(A) The land, yards, landscaping, parking and driveway areas, roofs, stairs, walkways, storage areas, exterior walls, interior walls except those non-weight supporting partition walls wholly within a unit, crawl spaces, and every other part of the building other than the units.

(B) The foundations and structural members, including columns, girders, beams, and supports.

(C) All central and appurtenant installations, equipment, motors, tanks, boilers, and other apparatus not located within a unit, including all pipes, shafts, wires and cables used in connection therewith or required to provide power, light, telephone, gas, water, or other service to each unit.

(D) Easements for access, maintenance, repair, reconstruction, or replacement of the foregoing structural members, equipment, installations and appurtenances and for all other services necessary or convenient to the existence, maintenance, safety and use of the property.

(E) All personal property held and maintained for the use and enjoyment of all of the unit owners.

Nothing herein contained shall be construed to prohibit the Granville Place Condominium Homeowners Association, Inc. from assigning to each Unit individual parking space in the parking area, or from prohibiting parking in certain areas, or from assigning to each Unit certain designated storage space in the common basement area, or from making any rules and regulations which may be designed and intended to serve the common good and convenience of the Unit owners.

Reference is hereby made to the Surveys for a more particular description of all common areas.

An undivided interest in the common areas and facilities is appurtenant to each unit.

ARTICLE VII

LIMITED COMMON AREAS AND FACILITIES

There will be no limited common areas or facilities.

ARTICLE VIII

PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES

The percentage of undivided interest appurtenant to each unit in the common areas and the facilities (both general and limited common areas and the facilities) has been determined by the ratio of the fair market value of the subject unit as of the date of this Declaration as the same bears to the aggregate fair market value of all units on said day. The undivided interest in the common area for each Unit shall be as follows:

Unit 1 - .0847
Unit 2 - .0882
Unit 3 - .837
Unit 4 - .1282
Unit 5 - .1454
Unit 6 - .1197
Unit 7 - .1025
Unit 8 - .0813
Unit 9 - .0582
Unit 10- .1077

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ARTICLE IX

PURPOSE OF BUILDINGS AND UNITS
RESTRICTIONS AS TO USE

The buildings and each of the units above referred to are intended for and restricted to residential use. No unit shall be used for any purpose other than a single-family, residential dwelling in conformity with this Declaration and the Bylaws, including but not limited to Section 12 of said Bylaws. Provided, persons not of the same immediate family may occupy a unit after first obtaining the written permission of the Association, which consent shall not be unreasonably withheld. The common areas and the facilities shall be used only for purposes consistent with the use of single-family residences.

ARTICLE X

SERVICE OF PROCESS

The name of the person designated to receive process in any action which may be instituted in relation to this Condominium, or to any part thereof, is R. Kent Brown, whose address is Suite 200, Law Building, Charlotte, North Carolina 28202, and who is the registered agent for Granville Place Condominium Homeowners Association, Inc.

The registered agent of Granville Place Condominium Homeowners Association, Inc., as the same may be legally changed from time to time, shall be the person permanently designated to receive process in any action involving this Condominium.

ARTICLE XI

ASSOCIATION - BYLAWS.

The management, operation and administration of Granville Place Condominiums shall be performed by Granville Place Condominium Homeowners Association, Inc., a non-profit, non-stock, membership corporation organized under Chapter 55A of the North Carolina General Statutes. The members of Granville Place Condominium Homeowners Association, Inc., referred to in this Declaration or in the Bylaws as the "Association" or the "Association of Unit Owners", shall be limited to and consist of all of the unit owners. All of the Association's activities shall be limited to said management, operation and administration of Granville Place Condominiums in conformity to the Unit Ownership Act, this Declaration and the Bylaws hereinafter referred to.

The Bylaws of the Association, entitled "Bylaws of Granville Place Condominiums Homeowners Association, Inc. (a copy of which is attached hereto and recorded simultaneously herewith) shall govern the management, operation and administration of Granville Place Condominiums. The Bylaws contain certain covenants, conditions and restrictions which run with the Condominium Property and which are binding on all parties having or acquiring any interest therein.

ARTICLE XII

AMENDMENTS

An amendment to this Declaration may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the Directors, or by the members of the Association owning a one third of the condominium units, whether meeting as members or by instrument in writing signed by them. When any amendment to this Declaration is proposed by the Board of Directors or the members, such proposed amendment shall be transmitted to the President of the Association, or any other officer of the Association in the absence of the President, who shall then call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment. The Secretary shall give each member written notice of such special meeting, stating the time and place, and reciting the proposed amendment in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall

be deemed to be properly given when deposited in the United States Mail postage prepaid and addressed to the member at his post office address as it appears on the records of the Association. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the meeting, shall be deemed equivalent to the giving of notice to such member. At the meeting, the amendment proposed must be approved by an affirmative vote of fifty-one percent (51%) of the members owning units in the Condominium in order for such amendment to become effective. Thereupon, such amendment shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted. The original or an executed copy of such amendment so certified and executed shall be recorded in the Mecklenburg Public Registry within ten (10) days from the date on which the same became effective.

The undivided interest of each unit owner in the common areas and facilities shall not be altered except with the unanimous consent of all unit owners expressed in an amendment to the Declaration duly recorded.

ARTICLE XIII

SUCCESSORS BOUND

The provisions contained in this Declaration and the Bylaws, as each or both are properly amended from time to time, shall be binding on all persons, fiduciaries or entities having or acquiring any right, title or interest in the Condominium Property or in any part thereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 26th day of March, 1981.

QUEENSWAY, INC., a Michigan Corporation

By [Signature] (Seal)
VICE - PRESIDENT



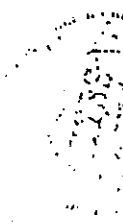
By [Signature]
Secretary

STAMP

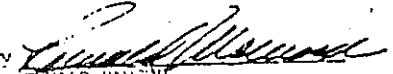
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- Unit 2 - .0882
- Unit 3 - .0837
- Unit 4 - .1282
- Unit 5 - .1454
- Unit 6 - .1197
- Unit 7 - .1025
- Unit 8 - .0813
- Unit 9 - .0582
- Unit 10 - .1077

IN WITNESS WHEREOF, QUEENSWAY, INC. has hereunto set its hand and seal the date above written.

QUEENSWAY, INC., a Michigan corporation

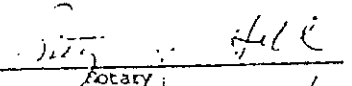
ATTEST:


 Secretary

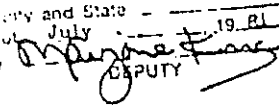
By 
 RONALD MANSUR

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 20th day of July, 1981, personally came before me, RONALD MANSUR, who, being by me duly sworn, says that he is the Vice President of QUEENSWAY, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said RONALD MANSUR acknowledged the said writing to be the act and deed of said Corporation.


 Notary
 My Commission Expires: 1/1/82

State of North Carolina, County of Mecklenburg
 The foregoing certificate is of Betty J. Hill

 a ~~female~~ ~~male~~ ~~person~~ of said _____ County and State
 is ~~XXX~~ certified to be correct this 23rd day of July, 1981
 Charles E. Crowder, Register of Deeds, By 
 DEPUTY

HULSE AND BROWN
 ATTORNEYS AT LAW
 SUITE 200, LAW BLDG
 CHARLOTTE, N. C. 28202

9956

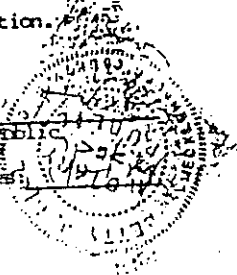
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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 26th day of March, 1981, personally appeared before me, Betty J. Hill, the undersigned Notary, RONALD MANSUR who, being by me duly sworn, says that he is the Vice-President of QUEENSWAY, INC., a Michigan corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said RONALD MANSUR acknowledged the said writing to be the act and deed of said corporation.

Notary Public
My Commission Expires: 12/31/81



State of North Carolina. County of Mecklenburg
The foregoing certificate(s) of Betty J. Hill

a Notary (has) Public of said County and State
is ~~now~~ certified to be correct. This 18 day 62 May 19 81
Charles E. Crowder, Register of Deeds. By [Signature]
DEPUTY
See Pages 76 thru 98

HULSE AND BROWN
ATTORNEYS AT LAW
SUITE 100, LAW BLDG.
CHARLOTTE, N. C. 28202

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

AMENDMENT TO BYLAWS OF GRANVILLE PLACE CONDOMINIUMS'

Pursuant to Section 15.1 of the Bylaws of Granville Place Condominiums, which Bylaws are recorded in Book 4431 at Page 76 in the Mecklenburg County, North Carolina, Public Registry, the undersigned unit owners holding a majority of the votes in the Granville Place Condominium Homeowners Association, do hereby amend the Bylaws as follows:

A. Section 7.6 of the Bylaws is amended by adding thereto the following additional paragraph:

If any homeowners proposes to render services to the Association for which the homeowner expects to be reimbursed, before the services are rendered, an agreement should be made with the Board or the President describing the services to be rendered and the compensation to be paid therefor. In the event the services are rendered before an agreement is made as to the value thereof, the homeowner shall be entitled to an amount equal to the value of the services as determined by the Board in its unrestricted judgment and discretion. Under no circumstances shall the homeowner be entitled to deduct from his or her payment of regular or special assessments any claim against the Association whether liquidated or unliquidated.

B. Section 9.7 of the Bylaws is amended by inserting the following sentence immediately after the second sentence in the first paragraph of said section: "If the assessments are not paid within 60 days after the due date, the Association shall immediately institute the appropriate lien and other legal remedy procedures described in this section and in Section 9.5 of these Bylaws."

IN TESTIMONY WHEREOF, the undersigned unit owners have hereunto set their hands and seals this the ____ day of April, 1997.

Subscribing Witness
as to all signatures

Owner of Unit _____ (SEAL)

Owner of Unit _____ (SEAL)

Owner of Unit _____ (SEAL)

Owner of Unit _____ (SEAL)

Owner of Unit _____ (SEAL)

Owner of Unit _____ (SEAL)

Owner of Unit _____ (SEAL)

Owner of Unit _____ (SEAL)

Owner of Unit _____ (SEAL)

Owner of Unit _____ (SEAL)

Owner of Unit _____ (SEAL)

Owner of Unit _____ (SEAL)

Owner of Unit _____ (SEAL)

Owner of Unit _____ (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, a Notary Public for said County and State, certify that
_____ personally appeared before me this day and
being duly sworn, stated that in _____ presence _____,
_____, _____,
_____, _____,
_____, _____,
_____ and _____ signed the foregoing
instrument.

Witness my hand and seal this _____ day of April, 1997.

My commission expires:

Notary Public