



Kent County
Betty Lou McKenna
Recorder of Deeds
Dover, DE 19901-3615

Instrument Number: 2006-64081

Recorded On: August 17, 2006

As-Miscellaneous Without Notation

Parties: WOLF CREEK CENTRE LLC

To

of Pages: 15

Comment:

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Miscellaneous Without Notation	133.00
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I hereby certify that the within and foregoing was recorded in the Recorder's Office in Kent County,

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DOVER LAW P A
 THE THOMAS BUILDING
 1979 SOUTH STATE STREET
 DOVER DE 19901



Betty Lou McKenna

Accepted for Filing in:

Tax Parcel No

FD-00-86 01-01-4890-000

DC# 03187

Aug 17 2006 03:07

Prepared By: David T. Pryor Esq.

Dover Law, P.A.

225 S. State Street

Dover, DE 19901

DECLARATION OF WOLF CREEK CENTRE, L.L.C.
SUBMITTING REAL PROPERTY TO
PROVISIONS OF THE DELAWARE UNIT PROPERTY ACT
25 DEL. C. SECTIONS 2201, ET SEQ.
FOR
WOLF CREEK CENTRE CONDOMINIUM

Wolf Creek Centre, LLC, a limited liability company organized under the laws of the State of Delaware, of 490 N. Dupont Highway, Dover, DE 19901, is the legal owner of title to the land herein described, (hereinafter sometimes referred to as "Declarant"), does hereby declare:

1. Intent of Submission and Description of Property. Declarant, as owner of legal title to the land herein described, hereby submits certain real property, as described in Schedule "A" attached hereto, together with the buildings and improvements thereon erected or to be erected, such property now owned by the Declarant in fee simple absolute (hereinafter the "Property"), to the provisions of the Unit Property Act of the State of Delaware (25 Del. C. Sec. 2201-2240, as amended), in order to create a condominium ownership in such Property. The Property consists of Buildings and Common Elements as shown on the "Preliminary Declaration Plan" dated the day of 8-17, A.D. 2006, which Preliminary Declaration Plan is recorded in the Office of the Recorder of Deeds, in Kent County, Delaware, in Plot Book 86, at Page 80. At such time as the size and exact location of each Unit within a Building has been determined, an "Amended Declaration Plan" shall be filed depicting the Units.

2. Definitions. The terms used in this Declaration and in the attached Code of Regulations shall have the following meanings:

(a) "Association of Owners" means all of the Unit Owners acting as a group in accordance with the Code of Regulations, who shall be incorporated as "Wolf Creek Centre Owners Association, Inc."

(b) "Buildings" means the buildings now erected or later erected on the real property.

(c) "Code of Regulations" means such governing regulations as are adopted pursuant to the Delaware Unit Property Act for the regulation and management of the property, including such amendments thereof as may be adopted from time to time.

(d) "Common Elements" means all parts of the Property other than the Units, as more fully set forth in Section 6 of this Declaration and in Schedule "A" which is attached hereto and incorporated herein by reference, and as may be delineated on the recorded Preliminary Declaration Plan and as may be amended by the recordation of the subsequent Amended Declaration Plans.

(e) "Common Expenses" means and includes:

(1) All sums lawfully assessed against the Unit Owners by the Council;

(2) Expenses of administration, maintenance, repair and replacement of the Common Elements, including repair and replacement reserves as may be established;

(3) Expenses agreed upon as Common Expenses by the Council;

(4) Expenses declared Common Expenses by the provisions of the Unit Property Act or by this Declaration or the Code of Regulations;

(5) Premiums for insurance policies required to be purchased by the Council pursuant to the Code of Regulations; and

(6) All valid charges against the condominium as a whole.

(f) "Council" means a board of natural individuals of the number stated in the Code of Regulations all of whom shall be either residents of the State of Delaware or Unit Owners as defined herein, but need not be both, who shall be elected by the Unit Owners, as hereinafter defined, and who shall manage the business operation and affairs of the Property on behalf of the Unit Owners and in compliance with and subject to the provisions of the Delaware Unit Property Act, this Declaration and the Code of Regulations, and such other regulations as may be promulgated.

(g) "Declarant Control Period" means the period of time from the date this Declaration is recorded until five (5) years after the date of the sale and settlement of the last Unit by the Declarant.

(h) "Declaration" means this document by which the Declarant, as owner in fee simple of this Property, submits it to the provisions of the Delaware Unit Property Act and all amendments thereof.

(i) "Declaration Plan" means the survey plan entitled "Preliminary Declaration Plan" of the entire Property, dated _____, 20___, as prepared by the Becker Morgan Group, which is recorded simultaneously with this Declaration in the Office of the Recorder of Deeds, in and for Kent County, Delaware, and which complies with 25 Del.C. Sec. 2220, as may be amended and recorded in the future at such times as the size and exact location of each Unit within any Building has been determined.

(j) "Declarant" or "Developer" means Wolf Creek Centre, L.L.C., its successors and/or assigns.

(k) "Land" means the real Property exclusive of Buildings or other improvements thereon, as such is described in Schedule "A".

(l) "Majority" or "Majority of the Unit Owners" means the Owners of more than fifty percent (50%) of the aggregate in interest of the undivided ownership of the common elements as specified herein.

(m) "Managing Agent" means a Managing Agent who may be employed by the Declarant or Council to perform such duties and services as

the Declarant or Council shall authorize in conformance with this Declaration and the Code of Regulations.

(n) "Percentage Interest" means the Percentage Interest of each Unit in the Common Elements as set forth in Schedule "B" attached hereto.

(o) "Property" means the land, and the Buildings and all other improvements and structures thereon, owned in fee simple, and all easements, rights, and appurtenances belonging thereto which have been submitted to the provisions of the Unit Property Act, and all articles of personal property intended for use in connection therewith.

(p) "Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds in Kent County, the County in which this Property is situate.

(q) "Recorder" means the Office of the Recorder of Deeds of Kent County, Delaware located in Dover, Delaware.

(r) "Revocation" means an instrument signed by all of the Unit Owners and by all holders of liens against the Units by which the Property is removed from the provisions of the Delaware Unit Property Act.

(s) "Rules and Regulations" means such Rules and Regulations as may be adopted from time to time by the Declarant or the Council that are deemed necessary for the enjoyment of the condominium provided they are not in conflict with the Unit Property Act, this Declaration or the Code of Regulations.

(t) "Unit" means a Unit as defined by 25 Del. C. Sec. 2202(14) of the Unit Property Act, and consists of any one of those parts of the Buildings which are separately described on the Declaration Plan, and on Schedule "B" attached hereto.

(u) "Unit Designation" means the number, letter or combination thereof designating a Unit in the Declaration Plan.

(v) "Unit Owner" means any person, corporation, partnership, association, trust or other legal entity or any combination thereof, which owns title to a Unit.

(w) "Unit Property Act" means Del. C. of 1974, as amended, Title 25, Sections 2201-2240.

3. Name of Condominium. This Condominium shall be known as:
"Wolf Creek Centre Condominium"

4. Buildings. There shall be six (6) single story office buildings erected on the land.

5. Units.

(a) The condominium known as Wolf Creek Centre Condominium shall when completed consist of six (6) buildings. Each Building shall contain no more than four (4) Units. The method which will be used to determine the Unit number designations and the percentage interests of each Unit in the common elements are set forth on Schedule "B" which is attached hereto. At such time as all of the buildings have been constructed, and all of the Units determined, Declarant shall file an amendment to Schedule "B" setting forth the final number of Units, the Unit number designations for each and the percentage interests of each Unit in the common elements. The location of said buildings is substantially delineated on the Preliminary Declaration Plan, which is of record in the Office of the Recorder of Deeds, in and for Kent County, Delaware, the location of each Unit shall be substantially delineated on amendments to the Declaration Plan, which shall be recorded in the Office of the Recorder of Deeds, in and for Kent County, at such time as the size and exact location of each Unit within any has been determined,

(b) The Units consist of the space measured horizontally between the unfinished surface of the wall studs enclosing such Unit, and measured vertically from the top surface of the unfinished floor joists of such Unit to the unfinished surface of the rafters of such Unit. Included as a part of each Unit, when they solely serve the Unit, whether located within or without the Unit are (1) the nonstructural walls and framing constituting the entrance of each Unit; (2) the electric panel for each Unit; (3) the hot water heater; (4) all doors, windows and screens; (5) all drywall; (6) interior non load-bearing

walls or partitions; (7) all electrical outlets and lights; (8) all interior stairs, stair wells, and stair carriages; (9) the heat and air conditioning system; (10) the attic area located directly above each Unit; (11) the electric, gas, water or other utility meter for each Unit

6. Common Elements.

(a) "Common Elements" means and includes the definition thereof as set forth in Section 2202(3) of the Unit Property Act and as defined in this Declaration. It includes all land and all improvements which are not defined as a part of the Units in item 5(b) above. It includes all land, together with all improvements, subject to any public or private utility easements now of record or to be given in the future either by the Declarant or the Council for sanitary and storm sewer use, water lines, electric, telephone and cable T.V., transmission lines, sewage lift stations or other similar necessary or desirable utilities.

(b) The driveways leading into parking areas, the parking areas and the walkways, if any, leading into the front and rear of each of the Units in the building shall be Common Elements.

(c) All lighting facilities, equipment and wiring installed to illuminate any of Common Elements shall be Common Elements, unless maintained by the City of Dover or other governmental authority. Lighting attached to the exterior of any Unit or installed by the owner of any Unit shall not be considered a Common Element.

(d) All apparatus and installations existing for common use shall be Common Elements, including but not limited to, trash containers, an entrance sign or signs containing the name and address of the condominium, a directing sign designating the Units and a brief description of its occupant, street signs, parking signs, perimeter fencing, and landscaping, irrigation system, and storm water retention ponds.

(e) The parking area shall be a Common Element; the parking spaces shall be available to Unit Owners, their guests, invitees, etc., on a "first-come, first-serve" basis.

(f) For each building, any shared exterior doors, exterior door lobbies, utility rooms and other elements which are shared by more than one Unit, shall be considered as a "Limited Common Element," which are hereby designated as allocated for the exclusive use of Units in that building served by that element. Limited Common Elements shall be maintained by the Unit owners who are served by any such element, the cost of which shall be shared, in proportion to comparative interior square feet of those Units.

7 . Use of Units. Each Unit and the Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than professional office purposes. The Units shall not be used for the purpose of retail sales, except the retail sale of medical items and associated products, which may be an integral part of the professional purpose of any Unit owner or tenant.

(b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property, or the contents thereof, without the prior written consent of the Council. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or the contents thereof, or which would be in violation of any law.

(c) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property shall be observed and complied with, by and at the sole expense of the Unit Owner or the Council, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the Property or which would structurally change the building or any other improvements thereon except as is otherwise provided in the Code of Regulations or this Declaration.

(e) A Unit Owner shall not change the exterior appearance of the Common Elements adjacent to his Unit or any part of the Unit visible from the

outside of the Unit, (i.e. doors, windows, soffits, exterior walls, roof) by painting it a different color, changing the type or texture, adding fixtures thereto, or otherwise without obtaining the prior written approval of the Council.

(f) Nothing shall be altered or constructed on or removed from the Common Elements, except upon the written consent of the Council.

(g) The Common Elements shall be used only for the furnishing of the services and facilities for which they were reasonably suited and which are incident to the use and occupancy of the Units.

8. Decoration and Fixturing of Interior Surfaces of Walls and Ceilings. Each Unit Owner shall have the right, at any time and from time to time, to install, at his own cost and expense, such decorations, additions, fixtures, and coverings (including without limitation, painting, finishing, wall papering and carpeting) to the surfaces of walls and ceilings which face the interior of his Unit, provided that the same do not impair the structural integrity of the Building.

9. Members of the Council. The following designated members of Declarant, shall serve as the first members of the Council to serve until their successors are chosen and qualified pursuant to the Code of Regulations:

Thomas J. Burns
John E. Melvin

10. Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction of the Building or if any such encroachment shall occur after the recording of this Declaration, as a result of settling or shifting of the building, a valid easement for such encroachment and for the maintenance of the same shall exist so long as the Building shall stand. In the event the Building, any Unit, any adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then re-built; encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid

easements for such encroachments and for the maintenance of the same shall exist so long as such reconstructed Building shall stand.

11. Pipe Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units; Support. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Council or its representative shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building. Every portion of a Unit which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of all other Units and Common Elements.

12. Units Subject to Easements for Ingress and Egress Through Common Elements. Each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through all Common Elements. Each Unit shall be subject to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to same. Each Unit shall be subject to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to use the Common Elements.

13. Units Subject to Construction Easements on Common Elements. Each Unit shall be subject to an easement of ingress and egress through all Common Elements, and an easement for construction of all improvements to be built on the Common Elements as outlined on the Declaration Plan and for completion of certain Units, by all construction personnel, personnel of Owner, and their employees, agents, and invitees, and equipment.

14. Units Subject to Declaration, Code of Regulations and Rules and Regulations. All present and future Unit Owners, lessees, mortgagees, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the Code of Regulations, and the rules and regulations, as they may be amended from time to time. The acceptance of a deed of

conveyance or other transfer document or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Code of Regulations, and the rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant and all of such provisions shall be deemed and taken to be enforceable equitable servitudes and covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

15. Unit ownership and Ownership of Common Elements. Each Unit Owner shall own his Unit and the Percentage Interest of such Unit in the Common Elements including the Land.

16. Amendment to Declaration. This Declaration and the Declaration PPlan, except as otherwise herein provided, may be amended by a vote of a Majority of the Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Code of Regulations, provided, however, that any such proposed amendment shall have been approved in writing by the mortgagee or mortgagees holding mortgages constituting first liens on more than fifty percent (50%) of the Units subject to mortgages. No such amendment shall be effective until duly recorded. Provided, however, except as otherwise herein provided, the Percentage Interest shall not be changed except by unanimous consent of all the Unit Owners affected thereby, which change shall be evidenced by an appropriate amendatory declaration to such affect, duly recorded.

During the Declarant Control Period, no amendment to this Declaration or the Declaration Plan shall be valid without the written approval of the Declarant.

17. No Revocation or Partition. The Common Elements shall remain undivided and no Unit Owner or any other person shall bring any action for partition or division thereof, except in the event of substantial destruction as provided in the Code of Regulation and the Unit Property Act. Except in the event of substantial destruction as provided in the Code of Regulations and the Unit Property Act, the dedication of the Property under the Unit Property Act shall not be waived or revoked unless all of the Unit Owners and the Mortgagees of all of the mortgages covering the Units and all other lien holders unanimously agree to such revocation or waiver. The Percentage Interests shall not be

separated from the Unit to which they appertain and shall be deemed conveyed, leased or encumbered with the Unit though the interest is not expressly mentioned or described in the conveyance or other instrument.

18. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured, or destroyed by eminent domain, the Council shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority. Each Unit Owner appoints the Council as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury, or destruction as a whole and not for each Unit Owner's interest therein. The award or proceeds of settlement shall be payable to the Council for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

19. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration, and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

20. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

21. Gender. The use of the Masculine gender in this Declaration shall be deemed to refer to the Feminine Gender and Neuter Genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

22. Successors and Assigns. Whenever "Declarant" is used such reference shall also refer to its successors and assigns.

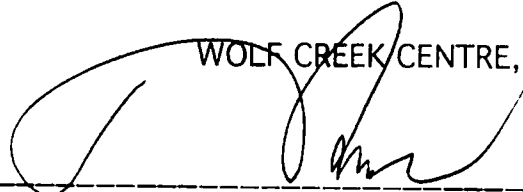
23. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration or the intent of any provision thereof.

IN WITNESS WHEREOF, the undersigned, duly authorized by the Declarant, has set his hand and seal this 14th day of JUNE, 2006.

(seal)

WOLF CREEK CENTRE, LLC

By:



Thomas J. Burns, Managing Member

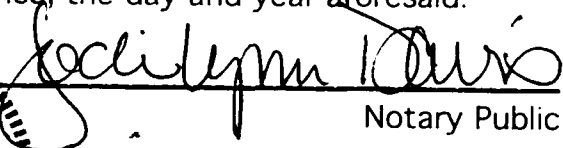
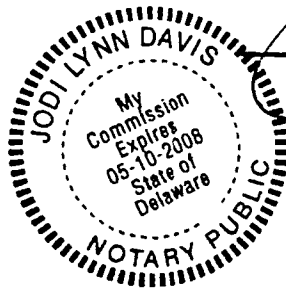
STATE OF DELAWARE:

: ss.

COUNTY OF KENT :

BE IT REMEMBERED, that on this 14th day of June, 2006, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Thomas J. Burns, the Managing Member of Wolf Creek Centre, LLC, a Delaware Limited Liability Company, known to me personally to be such, and acknowledged this Indenture to be the act and deed of the limited liability company, the act of sealing, executing and acknowledging and delivering said Indenture having been duly authorized by the members of Wolf Creek Centre, LLC.

GIVEN under my hand and seal of Office, the day and year aforesaid.



Notary Public

SCHEDULE "A"

Legal Description

Tax Map Nos.: ED-00-86.01-01-48.00-000

All that certain lot, piece or parcel of land situated in East Dover Hundred, Kent County and State of Delaware, lying on the east side of South State Street (U.S. RT. 113A), a short distance north of Webbs Lane Extended, being bounded on the south by Wolf Creek Boulevard, on the west by South State Street (U.S. RT. 113A), on the north by lands subdivided as Huntley Subdivision and on the east by lands of Wolf Creek Subdivision Area "A" and more particularly described in accordance with the Wolf Creek Subdivision Plat prepared by Becker Morgan Group, Inc. dated March 29, 2004, as follows to wit:

Beginning at a found concrete monument at a corner for this parcel and lands of Huntley Subdivision and in line with the eastern right-of-way line of South State Street (U.S. RT. 113A), said point of beginning being North 09° 30' 00" West of and a distance of 596.21 feet from the intersection of the centerline of Webbs Lane Extended with the easterly right-of-way line of South State Street (U.S. RT. 113A), thence from found said concrete monument and running with the lands of Huntley Subdivision North 80° 13' 08" East a distance of 885.01 feet to a point at a corner for this parcel and lands of Wolf Creek Subdivision Area "A"; thence with said lands of Wolf Creek Subdivision Area "A" South 09° 30' 00" East a distance of 658.16 feet to a point at a corner for this parcel and in line with the northerly right-of-way line of Wolf Creek Boulevard; thence turning and running with the northerly right-of-way line of Wolf Creek Boulevard the following six courses and distances; 1) curving to the right on an arc of a circle having a radius of 1,520.00 feet an arc distance of 135.21 feet, the chord bearing of said arc being South 88° 54' 09" West a distance of 135.16 feet to a point; thence 2) North 88° 32' 58" West a distance of 210.48 feet to a point; thence 3) curving to the left on an arc of a circle having a radius of 1,530.00 feet an arc distance of 239.37 feet, the chord bearing of said arc being South 86° 58' 07" West a distance of 239.13 feet to a point; thence 4) North 89° 30' 00" West a distance of 91.68 feet to a point; thence 5) North 80° 30' 00" West a distance of 161.75 feet to a point; thence 6) North 54° 30' 00" West a distance of 77.78 feet to a point being the corner for this parcel and in line with the easterly right-of-way line of South State Street (U.S. RT. 113A); thence turning and running with the easterly right-of-way line of South State Street (U.S. RT. 113A) North 09° 30' 00" West a distance of 496.21 feet to the point and place of beginning and containing 11.9538 acres of land, be the same more or less.

SCHEDULE "B"

PERCENTAGE OF UNIT OWNERSHIP

Each of the Units shall be deemed to have a pro-rata percentage, of ownership in the Common Elements. The exact percentage for each Unit shall be determined by calculating the percentage of the interior area (square feet) of each Unit to the total interior area (square feet) of all of the Units in the Condominium. As each Unit is completed the Declarant shall notify the owner of that Unit of the Unit number designation and the initial Unit percentage interest in the Common Elements and in the Limited Common Elements. At such time as all Buildings have been completed, the Declarant shall record an amendment to this Schedule B, setting forth the final Unit number designations and the percentage interests of each Unit in the common elements.

The respective percentage of ownership in the Common Elements for each Unit, as determined above, shall be utilized for purposes of determining voting rights and the percentage share of each Unit for the expenses of and relating to the various rights in the Common Elements, irrespective of any market or sales value.

The total of all percentage interests shall equal 100%.