

EXHIBIT C
306844

KANSAS SECURED TITLE

3109426

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made effective the 5th day of November, 2004 (the "Effective Date"), by Ronald J. Burt and Nancy Lee Burt, husband and wife (referred to collectively in this Declaration as "Declarant").

RECITALS

1. Declarant desires to place certain covenants, conditions, restrictions, easements, charges and liens upon real property located in Douglas County, Kansas, and described in Exhibit A attached to and, by reference, made a part of this Declaration (the "Real Estate"), for the benefit of Declarant and Declarant's successors, grantees and assigns, and to protect the value and desirability of the Real Estate.
2. Declarant hereby agrees that the Real Estate shall be subject to the protective covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration.

DECLARATION

NOW, THEREFORE, Declarant declares that the Real Estate is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens described in this Declaration, for the purposes of (i) enhancing and protecting the value, desirability and attractiveness of the Real Estate, (ii) encouraging and assisting the orderly residential development of the Real Estate, (iii) increasing the owners' benefit to be derived from the Real Estate, (iv) preserving the amenities and for the maintenance of the same located on the Real Estate, (v) promoting the efficient residential development of the Real Estate, and (vi) protecting the owners, lessees and sublessees of property against incompatible uses of surrounding property, and (vii) promoting safety to life, health and property in the area. These easements, covenants, restrictions and conditions shall run with the Real Estate and shall be binding upon all parties having or acquiring any right, title or interest in the Real Estate, or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1. "Architectural Control Committee" or "Committee" shall have the meaning ascribed to it in Article III of this Declaration.
2. "Declarant" shall mean and refer to all of the Declarants described above.
3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Parcel, including a contract purchaser of a Parcel. The term "Owner" shall not mean any mortgagee, unless and until such mortgagee has acquired fee simple title to a Parcel pursuant to foreclosure or any proceeding in lieu of foreclosure.
4. "Person" or "persons" shall mean a natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property, or any combination thereof.
5. "Real Estate" shall mean and refer to the submitted land described in Exhibit A.

6. "Survey" shall mean and refer to the Survey made a part of this Declaration as Exhibit B.
7. "Parcel" or "Parcels" shall mean and refer to the individual parcels or lots as shown in the Survey, together with all future permitted subdivisions of the Real Estate, if any; excluding, however, Parcel "X," as shown on the Survey, which shall not be a Parcel as defined in this paragraph and shall not be a part of the Real Estate subject to this Declaration. The Parcels shall be numbered in the manner shown in the Survey.
8. Other terms may be defined in specific provisions contained in this Declaration and shall have the meaning assigned in such definition.

ARTICLE II

SCOPE OF DECLARATION

1. Property Subject to Declaration. Declarant, as the Owner of all of the Real Estate, expressly intends to, and by the execution and recording of this Declaration does hereby, subject the Parcels to the provisions of this Declaration.
2. Conveyances Subject to Declaration. All restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and be binding on all persons having at any time any interest or estate in any Parcel, or part thereof, and their respective heirs, legal representatives, successors and assigns.
3. Purpose. The Parcels are made subject to this Declaration to ensure proper use and appropriate residential development and improvement of the Real Estate, protect the Owners against such improper development and use as might depreciate the value and use of their Parcel(s), and generally promote the welfare and safety of the Owners. This Declaration shall be liberally construed in order to accomplish the aforesaid purposes.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

1. Architectural Control Committee. The Architectural Control Committee shall have the powers and duties set forth in this Declaration and shall consist of at least two (2) and no more than three (3) persons. Initially, the Committee shall consist of Ronald J. Burt and Nancy Lee Burt. A majority of the Committee may designate a representative to act for it. Until such time as seventy-five percent (75%) of the Parcels have been sold by Declarant to third parties, Declarant shall have the right to remove members of the Committee and substitute other persons for any member who may be removed, resign or for any other reason ceases to act as a member of the Committee. Declarant shall take such action by written statement duly filed with the Committee. Upon the expiration of ten (10) years following the date this Declaration is recorded, or earlier if Declarant so elects, a majority of the Owners shall have all powers previously held by Declarant to remove and appoint members of the Committee. The affirmative vote of a majority of the members of the Committee shall be required in order to adopt or promulgate any rule or regulation or to make any finding, determination, ruling, or order, or to issue any permit, consent, authorization, or approval pursuant to the authority contained in this Declaration. In lieu of a meeting, the Committee may take action by unanimous written consent or may meet by telephone conference in which all members participate. The decisions of the Committee shall be final.

2. Restrictions. No structures or other improvements shall be constructed, erected, placed, altered, maintained or permitted on any Parcel until plans and specifications with respect thereto in manner and form satisfactory to the Committee showing the proposed improvements, site plan, all exterior elevations, roof pitch, perimeter fencing, and materials, color and composition of exterior materials, including trim colors, signs, easements and utilities, and such other information as may be requested by the Committee have been submitted to and approved in writing by the Committee. No Owner may paint or otherwise decorate or change the appearance of any exterior portion of his building or the grade or topography of such Owner's Parcel without the prior written consent of the Committee. No permission or approval shall be required to (i) repaint in accordance with an originally approved color scheme, (ii) rebuild in accordance with originally approved plans and specifications, or (iii) to decorate any Parcel or improvements located on a Parcel with temporary seasonal decorations that do not constitute a nuisance or annoyance to the neighborhood or which detracts from the attractiveness of the Real Estate. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of such Owner's residence or other buildings, or to paint such interior any color the Owner desires.

3. Standard for Review. Approval by the Committee must be in writing, and shall be based, among other things, on adequacy of the Parcel dimensions, conformity and harmony of external design, colors, roof materials effect of location and use of improvements on neighboring Parcels, operations and uses; relationship of topography, grade and finished ground elevation of the Parcel being improved to that of neighboring Parcels; proper facing of main elevation with respect to nearby roads; compatibility and location of parking areas; and conformity of the plans and specifications to the purpose and intent of this Declaration. The Committee shall not arbitrarily or unreasonably withhold its approval of any such plans and specifications.

4. Limitation of Liability. Neither the Committee nor Declarant, nor their respective agents, employees, successors or assigns, shall be liable in damages to (i) anyone submitting plans to them for approval, or (ii) the Owner of any land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve or disapprove any such plans and specifications which are submitted to it. Every person who submits plans to the Committee for approval agrees by submission of such plans and specifications, and any Owner or tenant of any of the Parcels agrees by acquiring title thereto or an interest therein, to not bring any action or suit, against the Committee or Declarant, asserting any right to recover any such damages.

5. Enforcement.

a. The Committee members shall have the authority and standing, on behalf of the Owners, to enforce in courts of competent jurisdiction, decisions of the Committee established in this Article. No restriction set forth in this Declaration shall be personally binding upon any Owner, except in respect to breaches committed during his, their, or its ownership of a Parcel as record title holder, and the Committee and/or the Owner or Owners of any other Parcel, or part thereof, may have the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach, or to enforce the observance of the restrictions herein set forth, in addition to ordinary legal action for damages. Enforcement either to recover damages or restrain violations shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. The costs (including attorneys' fees and court costs) incurred by the Committee to enforce the provisions hereof may be assessed against the Parcel upon which such violation occurred. When the costs are so assessed, the assessment shall become due and payable and a continuing lien upon such Parcel, and a binding personal obligation of the Owner of such Parcel,

and the Committee may, but shall not be required to, file a statement (a "Lien Statement") in the office of the Register of Deeds of Douglas County, Kansas, setting forth the amount due and the lien in favor of the Committee. The Committee shall have the further right, through its agents, employees or committees, to enter upon and inspect any Parcel at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any other provisions or requirements of this Declaration, exist on such Parcel, and neither the Committee nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

b. In addition to the remedies set forth elsewhere in this Declaration, the Architectural Control Committee may assess a fifty dollar (\$50.00) per day assessment, together with attorneys' fees and recording costs, against the title holder of any Parcel on which construction of any type is commenced prior to approval of construction plans of said site by the Architectural Control Committee, or for any other violation hereunder for which there is not a specific assessment otherwise provided. This assessment shall continue to be in effect until construction is stopped and a set of plans has been submitted for review and approved by the Architectural Control Committee or until any other violation is ceased. Such assessments, attorneys' fees and recording costs shall be a lien on the subject Parcel until paid, and the Architectural Control Committee may file a Lien Statement with the Register of Deeds of Douglas County, Kansas, to make such liens a matter of public notice. Construction shall not commence again until a full set of construction plans has been approved by the Architectural Control Committee.

6. Approval or Disapproval of Plans. The Committee shall have thirty (30) days following submission, in writing, by the Owner, of required plans, specifications, and other information, in which to approve or disapprove such plans and specifications, or to request additional information reasonably required by the Committee. If the Committee shall fail to approve or disapprove such plans, or to request additional information within such thirty (30) day period, the plans and specifications shall be deemed to be approved and the requirements of this Article shall be deemed to have been fully complied with. Upon approval by the Committee of any plans and specifications submitted pursuant to the provisions of this Declaration and upon approval by the applicable governmental agency authorized to issue building permits, such plans and specifications and a copy of all building permits as approved shall be deposited among the permanent records of the Committee. Approval for use on any Parcel of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications or any elements or features thereof in the event such plans and specifications are subsequently submitted for use upon any other Parcel or Parcels. The Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article.

ARTICLE IV

GENERAL RESTRICTIONS

The following general restrictions and covenants shall apply to all the Real Estate, except as expressly provided:

1. Permitted Use. The Parcels shall be utilized only for residential, single-family country estate purposes, compatible with this Declaration.

2. Dwelling Size. The total combined area of the first floor, exclusive of open porches (including "screened-in" porches), decks, patios, and garages, for any residence, dwelling or home to be constructed on a Parcel shall not be less than 1,300 square feet, which are finished above-grade and intended for the regular use and occupancy of the persons living in the residence. The total combined area, exclusive of open porches (including "screened-in" porches), decks, patios, and garages, for any residence, dwelling or home containing more than one story to be constructed on a Parcel shall not be less than 1,700 square feet, which are finished above-grade and intended for the regular use and occupancy of the persons living in the residence.
3. Signs. No sign of any kind shall be displayed to the public view on any Parcel, except (i) "No Trespassing" signs, (ii) one sign of not more than five (5) square feet advertising the property for sale or rent, (iii) signs used by a builder and/or owner to advertise the property during the construction and sales period, or (iv) temporary political signage during the course of local, state or national elections. No professional or commercial signs of any type or form shall be allowed on any Parcel.
4. Livestock and Poultry. No animals, livestock, or poultry of any kind including, without limitation, swine, goats, and exotic animals, shall be raised, bred, or kept on any Parcel, except that no more than four dogs, four cats, and other household pets that are approved in advance by the Committee, for the Owner's personal family use may be kept. Notwithstanding the foregoing to the contrary, an Owner may keep and raise chickens on a Parcel so long as such Owner has obtained the prior, specific written approval of the Committee to do so, which approval can be revoked should the Committee determine, in the Committee's sole and absolute discretion, that the chickens create a nuisance to the other Owners. Except as specifically set forth in this Declaration, in no event shall any animal of any nature, except for chickens if approved by the Committee, exceed a density of 2 animals of any one species per 5 acres on any Parcel. Pets shall be kept under control so as not to create damage or become a nuisance.
5. Oil, Mining and Quarry Operations. No quarrying, top-soil removal for commercial purposes, borrow pit or mining operations of any kind shall be permitted upon or in any Parcel, nor shall tunnels, mineral excavations, or shafts be permitted upon or in any Parcel for such purposes. No oil drilling, oil wells, tanks, oil development operations or oil refining of any kind shall be permitted upon or in any Parcel, nor shall oil derricks or other structures designed for use in boring for oil or natural gas be erected, maintained or permitted upon any Parcel, except for oil and gas wells and equipment existing on the date of this Declaration and except as otherwise permitted under the terms of any recorded oil and gas lease existing on the date of this Declaration.
6. Nuisances. No noxious or offensive activity shall be carried on within any Parcel, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any exposed area nor shall anything ever be done which may be or become an annoyance, nuisance, security risk or safety hazard to the Owners. Each Owner shall refrain from making or permitting any disturbing noise by himself, his family, employees, agents, visitors, licensees, lessees, and pets, and to refrain from permitting anything by such persons or pets that will interfere with the rights, comforts, or convenience of the other Owners. All trash and refuse shall be placed in closed containers or plastic bags, securely covered or tied, and delivered at such times, and to such locations, as may be determined for trash pickup by the County of Douglas, Kansas. The discharge of firearms on or about the Real Estate is prohibited, including, without limitation, pellet guns, air rifles carbines, rifles, shotguns, pistols, black powder guns, and other firearms of all types, regardless of size, gauge or caliber.
7. Utility Easements and Drainage. Easements for the installation and maintenance of utilities and drainage, including, but not be limited to, gas, water, electricity, telephone, cable, optic fiber, storm

water and drainage, shall be provided over, across and under the Parcels, as reasonably requested by Declarant or required from any governmental authority, from time to time, for the benefit of the other Parcels. All utilities shall be placed underground, to the fullest extent possible. Each Owner shall refrain from interference with the established drainage pattern over such Owner's Parcel or from adjoining or other Parcels, and shall make adequate provision for proper drainage from any such other Parcel in the event the established drainage over such Owner's Parcel is changed or altered.

8. Commercial and Junk Vehicles. No commercial vehicles, construction equipment, semi-tractors or trailers, unusable vehicles, salvage machinery, or other items of junk or salvage shall be stored or kept upon any Parcel, except for farm machinery specifically approved by the Committee in advance.

9. Buildings and Setbacks. No building shall be located on any Parcel nearer than seventy-five (75) feet to any front-yard boundary line, nor nearer than forty (40) feet to any side-yard boundary line, unless such side-yard boundary line is the boundary between Parcels owned by the same Owner. All buildings, structures and outbuildings to be constructed upon a Parcel must be completed, including paint or its equivalent, within 9 months from the starting date of said construction. Each Owner shall maintain in good condition and repair the exterior and interior of any building erected on his Parcel, and shall maintain in good condition the real property appurtenant to any such building, including the regular mowing of lawns and removal of debris.

10. Mobile Homes and Basements. No mobile home, double-wide home, component home, modular home, manufactured home, prefabricated home, prebuilt home, factory built home, house trailer, travel trailer, or any temporary or mobile structure, or any portion thereof, may be used as a residence, occupied in any manner, permanent or temporary, or maintained on any Parcel. No basement, or any portion thereof, may be used as a residence or occupied in any manner, permanent or temporary, on any Parcel until the residence, dwelling or home has been completed in accordance with paragraph 2 above.

11. Windmill Generators. No exterior power windmill generator shall be erected or installed upon any Parcel, unless the same shall be less than 5 feet in diameter or as otherwise approved by the Committee.

12. Division of Parcels. No Parcel shall be subdivided, except as approved by a vote of at least seventy-five percent (75%) of the then Owners of all Parcels in accordance with the voting procedure established in paragraph 2 of Article V of this Declaration. Notwithstanding anything in this Declaration to the contrary, Declarant hereby reserves the right to subdivide, from time to time, any Parcel or Parcels owned by Declarant.

13. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any Parcel, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Real Estate shall be observed. The obligation of complying with requirements of governmental bodies as to the maintenance, modification or repair of any part of the Real Estate, shall be imposed on the same person who has the obligation to maintain and repair such Real Estate.

14. Sewage Lagoons. No sewage lagoons shall be permitted on any Parcel.

ARTICLE V

TERM, MODIFICATION AND ENFORCEMENT

1. Term. Except for the Utility Easement, which is perpetual, and as expressly provided herein to the contrary, this Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall continue in full force and effect for a period of fifty (50) years from the Effective Date hereof and shall thereafter be renewed automatically for successive periods of ten (10) years each, unless terminated by the affirmative vote by at least seventy-five percent (75%) of the then Owners of the Parcels, as provided in paragraph 2 below.

2. Modification. This Declaration, or any provision hereof, or any covenant, condition, restriction or reservation contained herein, may be terminated, extended, reallocated, modified or amended, at any time, with the written affirmative vote, in person or proxy, of at least seventy-five percent (75%) of the then Owners. The Owner or Owners of each Parcel shall be entitled to a single vote for each such Parcel owned. If an Owner shall subdivide a Parcel in accordance with paragraph 12 of Article IV of this Declaration, the Owner of each such subdivided Parcel shall also be entitled to a single vote. Notwithstanding the foregoing, for a period of ten (10) years following the date this Declaration is recorded, no such termination, extension, reallocation, modification or amendment shall be effective without the written approval of Declarant. A termination, extension, reallocation, modification or amendment made as provided herein shall immediately be effective upon recording a proper instrument in writing executed and acknowledged by the required Owners (and by Declarant, if required herein) in the office of the Register of Deeds of Douglas County, Kansas.

3. Enforcement. The Owner or Owners of any Parcel, or part thereof, and the Committee has the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach, or to enforce the observance of the restrictions in this Declaration, in addition to an ordinary legal action for damages. The failure of the Owner of any Parcel or Parcels or the Committee to enforce any restriction set forth in this Declaration at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter. Enforcement either to recover damages or restrain violations shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. The costs (including attorneys' fees and court costs) incurred to enforce the provisions hereof may be assessed against the Parcel upon which such violation occurred. When costs are assessed as provided in this paragraph or in another provision of this Declaration, a statement of such costs shall be delivered to the Owner of said Parcel at which time the assessment shall become due and payable and a continuing lien upon such Parcel, and a binding personal obligation of the Owner of such Parcel. In addition a Lien Statement may be recorded in the Office of the Register of Deeds of Douglas County, Kansas, and the lien against any Parcel shall continue for a period of five (5) years from the date of filing and no longer unless a foreclosure action shall have been filed. In the event such action is filed within five (5) years from the date of delinquency, the lien shall continue until termination of the action and until sale of the Parcel under the execution of judgment establishing the same. No restriction set forth in this Declaration shall be personally binding upon any Owner, except in respect to breaches committed during his ownership of a Parcel or Parcels as record title holder.

ARTICLE VI

MISCELLANEOUS

1. Severability. All of the conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held by a competent authority

with jurisdiction that any one of such conditions, covenants, restrictions and reservations, or any part thereof, is invalid or for any reason becomes unenforceable, no other condition, covenant, restriction or reservation or any part thereof shall be thereby affected or impaired.

2. Notice. Any notices required or permitted under this Declaration shall be in writing and mailed, postage prepaid, by registered or certified mail, return receipt requested, and shall be addressed to the last known address of the respective Owner or Owners, as the case may be.

3. Interpretation. Words used herein regardless of the number and gender specifically used shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

4. State Law. This Declaration shall be construed in accordance with the laws of the State of Kansas.

5. Headings. Article and paragraph headings contained in this Declaration are for convenience only and shall not be construed to limit or expand the provisions contained in this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date.

DECLARANT:

Ronald J. Burt
Ronald J. Burt

Nancylee Burt
Nancylee Burt

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

The foregoing instrument was acknowledged before me this 9th day of November, 2004, by Ronald J. Burt and Nancylee Burt, husband and wife.

Kay K. Grosshans
Notary Public

My Appointment Expires: 7/23/07

Date 7/23/07 11/9/04

State, Kansas, County, Douglas

In witness whereof I hereunto subscribed my name and affixed my official seal on the day and year last above written.

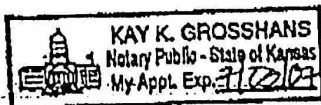
Kay K. Grosshans
Notary Public

My Commission Expires: 7/23/07

27-13-19 SE
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Index _____ Numerical Index _____
No. 306844 Book 973 Page 159
State of Kansas, Douglas County, SS.
Recorded in Book 973 Page(s): 159 - 172
Filed Nov 19, 2004 12:30 PM Fees \$60.00
Register of Deeds

Kay K. Grosshans

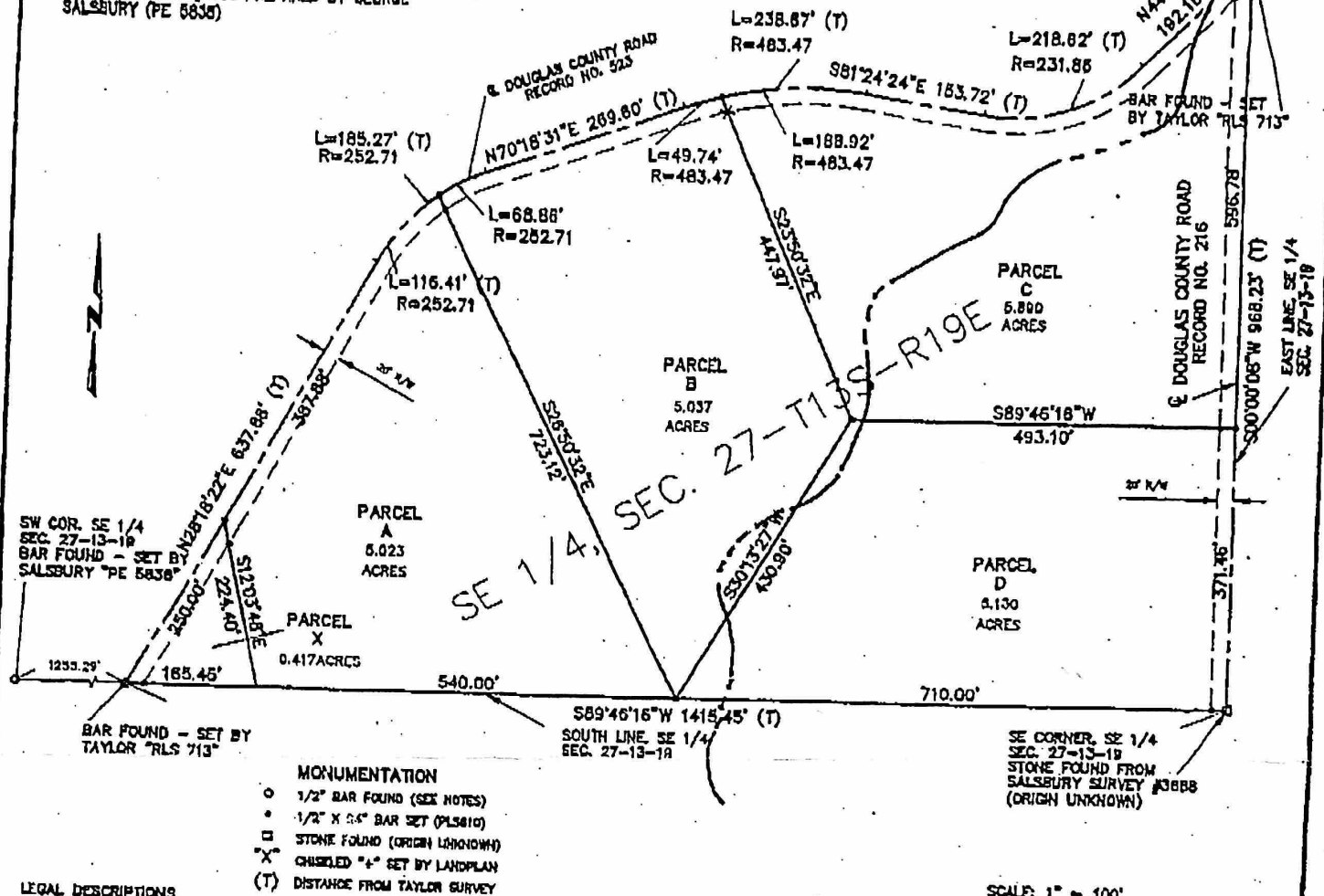


REFERENCE SURVEYS

SURVEY IN S 1/2, S 1/2, SEC. 27-13-19
BY TAYLOR SURVEYING (LS 713) PREPARED
FOR GEORGE LUCKAN AND DATED 10/19/89

RECORD SURVEY #3688 PREPARED BY GEORGE
SALSBUURY (PE 5835)

NE COR. S 1/2, SE 1/4,
SEC. 27-13-19 - BAR FOUND
FROM SALSBUURY SURVEY
#3688 (ORIGIN UNKNOWN)



A CERTIFICATE OF SURVEY OF A TRACT IN THE SE 1/4, SECTION 27-T13S-R19E

DOUGLAS COUNTY, KANSAS

2002 LANDPLAN ENGINEERING, P.A.

ROD ZEN

785-843-7530