

LAW OFFICES  
**DUGGAN, SHADWICK, DOERR & KURLBAUM**  
A PROFESSIONAL CORPORATION  
11040 OAKMONT  
OVERLAND PARK, KANSAS 66210

TELEPHONE (913) 498-3536  
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August 16, 2007

Jessica Paige  
Curry Association Management  
2700 Kendallwood Parkway, Ste. 106  
Kansas City, Missouri 64119

Re: Arlington Park Homes Association

Dear Jessica:

Enclosed is the recorded Eighth Supplemental Declaration of Easements, Covenants, Conditions and Restrictions for Arlington Park.

Should you have any questions, please contact us.

Very truly yours,

DUGGAN, SHADWICK, DOERR & KURLBAUM  
A Professional Corporation



Deron A. Anliker

DAA:ts  
Enclosure  
ARL01/001/Corresp/JP081607.da1

**EIGHTH SUPPLEMENTAL DECLARATION**  
**OF**  
**EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF**  
**ARLINGTON PARK**  
**A SUBDIVISION IN**  
**THE CITY OF OLATHE**  
**JOHNSON COUNTY, KANSAS**

Return to:  
Deron A. Anliker  
11040 Oakmont  
Overland Park, Kansas 66210

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**OF**  
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**JOHNSON COUNTY, KANSAS**

**THIS SUPPLEMENTAL DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("Eighth Supplemental Declaration")** is made this 19th day of June 2007, by PARACORP, INC. an Iowa corporation ("**Developer**").

**RECITALS:**

A. Developer is the assignee of Duggan Land Development, Inc. (now know as Duggan Investments, Inc.) under the Declaration (as defined below)., wherein Developer became the successor to Duggan Land Development, Inc. with regard to that certain real property located in Arlington Park, a subdivision in the City of Olathe, Johnson County, Kansas.

B. Pursuant to paragraph 12.2 of the Declaration, the Developer desires to amend the Declaration of Easements, Covenants, Conditions, and Restrictions ("**Declaration**") dated January 20, 1998 and recorded on January 27, 1998 in Book 5440, Page 86, as Document No. 2785589, in the office of the Register of Deeds for Johnson County, Kansas; as amended by the Supplemental Declaration of Easements, Covenants, Conditions and Restrictions ("**Supplemental Declaration**") dated May 28, 1999 and recorded on June 4, 1999 in Book 6196, Page 137, as Document No. 2997022, in the office of the Register of Deeds for Johnson County, Kansas; and as further amended by the Second Supplemental Declaration of Easements, Covenants, Conditions and Restrictions ("**Second Supplemental Declaration**") dated October 18, 1999 and recorded on October 19, 1999 in Book 6359, Page 992, as Document No. 3051975; and amended by the Third Supplemental Declaration of Easements, Covenants, Conditions and



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Restrictions ("**Third Supplemental Declaration**") dated November 23, 1999 and recorded on December 2, 1999 in Book 6406, Page 678, as Document No. 3066246, in the office of the Register of Deeds for Johnson County, Kansas and amended by the Fourth Supplemental Declaration of Easements, Covenants, Conditions and Restrictions ("**Fourth Supplemental Declaration**") dated June 28, 2000 and recorded on June 30, 2000 in Book 6618, Page 628, as Document No. 3134598 in the office of the Register of Deeds for Johnson County, Kansas and amended by the Fifth Supplemental Declaration Easements, Covenants, Conditions and Restrictions ("**Fifth Supplemental Declaration**") dated December 14, 2001 and recorded on December 17, 2001 in Book 7499, Page 990, as Document No. 3343102 in the office of the Register of Deeds for Johnson County, Kansas and amended by the Sixth Supplemental Declaration of Easements, Covenants, Conditions and Restrictions ("**Sixth Supplemental Declaration**") dated October 14, 2002 and recorded on October 17, 2002 in Book 8228, Page 861, as Document No. 3493015 in the office of the Register of Deeds for Johnson County, Kansas and amended by the Seventh Supplemental Declaration of Easements, Covenants, Conditions and Restrictions ("**Seventh Supplemental Declaration**") dated January 8, 2003 and recorded on January 15, 2003 in Book 8554, Page 773 (collectively the "**Declarations**").

**NOW, THEREFORE**, in consideration of these mutual Agreements and other consideration, it is hereby agreed as follows:

1. That Developer, pursuant to paragraph 12.2 of the Declaration, hereby amends the Declarations as follows:

(a) Section 6.1 is amended to provide:

Section 6.1 **Property and Lot Maintenance**. All vacant Lots and undeveloped portions of the Addition shall be kept mowed and free of trash and construction debris by the Owner thereof. From and after the completion of construction of a residence on a Lot, the Owner and occupant of each Lot shall cultivate an attractive ground cover or grass on all areas visible from the street, shall maintain all areas in a sanitary and attractive manner and shall edge the street curbs that run along the property line and the sidewalks and driveway located on the Lot. Each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street unless completely screened from public view by screening approved by the Architectural Committee. No artificial flowers, shrubs, trees or other vegetation shall be permitted. No Owner shall permit weeds or grass to grow to a height of greater than six (6) inches upon its Lot. Upon failure of the Owner of any Lot to maintain such Lot (whether or not developed), Developer may, at its option, have the vegetation cut as often as necessary in its judgment, and the Owner of such Lot shall be obligated, when presented with an itemized statement, to reimburse Developer for the cost of such work. In the event Developer shall fail to exercise its right granted under the preceding sentence within ten (10) days following written notice to Developer from the Association stating the Association's intent to exercise such right, the Association shall have the right, in lieu of Developer, to have the

vegetation cut as provided above, and upon exercise of such right, the Owner of the Lot in question shall be obligated, when presented with an itemized statement, to reimburse the Association for the cost of such work.

(b) Section 7.7 (g) is amended to provide:

**Fences.** Fences are not encouraged because they fragment the landscape of the Addition. The location and composition of all fencing and walls constructed on any Lot shall be subject to the approval of the Architectural Committee and must be constructed of cedar or black decorative iron, and must comply with all applicable governmental requirements and ordinances and all provisions of this Declaration. No fence or wall shall be permitted to extend nearer to the front street than (i) forty-five (45) feet from the front street, or (ii) the front of the house, whichever distance is further. Except as approved by the Architectural Committee, no portion of any fence shall be more than four (4) feet in height as measured from the lowest point of the Lot.

(c) Section 7.7 (h) is amended to provide:

**Outbuildings.** No shed, barn, detached garage or other storage facility shall be erected, moved or maintained upon any Lot. Storage shall be permitted under a deck provided such area is screened as otherwise approved by the Architectural Committee. No other structures (such as doghouse, greenhouse, gazebo, or playhouse) shall be erected or placed on any Lot without the prior consent of the Architectural Committee.

(d) Section 7.7 (k) shall be added and provide:

(k) **Pools and Hot Tubs.** No above ground swimming pools shall be permitted. All in-ground pool and hot tub design and placement are subject to the approval of the Architectural Committee prior to installation. All pools shall be fenced and all hot tubs shall be fenced or otherwise adequately screened. All pools and hot tubs shall be kept clean and maintained in operable condition at all times.

(e) Section 7.7 (l) shall be added and provide:

(l) **Decks.** All decks shall be approved by the Architectural Committee prior to construction. Decks may include CCA floor joists, but all visible components including, without limitation, all flooring, rims, support beams, and posts shall be constructed of cedar or composite and shall be maintained and/or repaired as needed.

(f) Section 7.7 (m) shall be added and provide:

(m) **Swing Sets.** All Swing Sets shall be approved by the Architectural Committee prior to installation and shall be constructed of wood or other materials as approved by the Architectural Committee. Metal swing sets are prohibited.

(g) Section 7.7 (n) shall be added and provide:

(n) **Basketball Goals.** Permanent and portable basketball goals are allowed. Permanent basketball goals may not be attached to a residence. Portable basketball goals must be returned to an area against the home when not in use. All backboards shall be transparent or white in color and all poles shall be black or green in color. Goals may not be installed overlapping city streets. Basketball goals may not be left in a state of disrepair. Broken backboards, torn nets and/or worn paint are not allowed.

(h) Section 7.7 (o) shall be added and provide:

(o) **Signs.** No permanent or temporary sign of any kind shall be displayed to the public view, or from any Lot, without the approval of the Architectural Review Committee, except for the following temporary signs (Permitted Signs): (a) One sign advertising the Lot as being for sale; or (b) One sign regarding individual home security systems. Permitted Signs shall not exceed five square feet in total area or be more than three feet in height. No other signs of any type whatsoever may be placed or erected on residential property.

(i) Section 2.7 (a) (9) is amended to provide:

Adopt and enforce reasonable rules and regulations for use of the Common Facilities and the other land in the Addition to preserve or enhance the quality or appearance of the Addition or the safety or convenience of the users thereof or otherwise to promote the interests of Owners within the Addition, and amend or supplement such rules and regulations at any time and from time to time. Moreover, the Association shall have the power (1) to make such other reasonable rules and regulations for the governance of the Addition and (2) to establish fines to enforce compliance with the Declaration and with all rules and regulations adopted by the Association.

3. That all terms and provisions of the Declaration and any amendments thereto will be binding on that certain real property described in **Exhibit A** attached hereto and incorporated herein.

4. All other terms and provisions of the Declaration shall remain the same.

**IN WITNESS WHEREOF**, Developer has executed this Amendment as of the date first above written.

**PARACORP, INC.**

By *Dorothy J. Haegle*  
Dorothy J. Haegle, Vice President

STATE OF KANSAS            )  
                                      ) ss.  
COUNTY OF JOHNSON        )

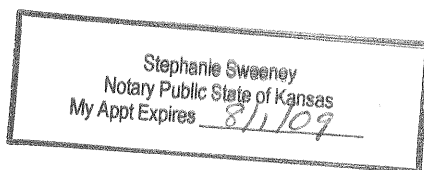
On this 19<sup>th</sup> day of ~~November~~ June, ~~2006~~ 2007, before me appeared Dorothy J. Haegele, to me personally known, who being by me duly sworn, did say that he is the Vice President of Paracorp, Inc., an Iowa corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Dorothy J. Haegele acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office the day and year last above written.

Stephanie Sweeney  
Notary Public

My commission expires:

8/1/09





## EXHIBIT A

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, Arlington Park, a subdivision in the City of Olathe, Johnson County, Kansas.

Tracts A, B, C, Arlington Park, a subdivision in the City of Olathe, Johnson County, Kansas.

Lots 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, Arlington Park Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas.

Lots 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, Arlington Park Third Plat, a subdivision in the City of Olathe, Johnson County, Kansas.

Lots 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189 and 190, Arlington Park Fourth Plat, a subdivision in the City of Olathe, Johnson County, Kansas.

Lots 191 through 296, inclusive, Arlington Park Fifth Plat, a subdivision in the City of Olathe, Johnson County, Kansas.

Commencing at the Southeast Corner of the above described Southwest One-Quarter; thence N00°03'56"E along the East line of the said Southwest One-Quarter a distance of 622.29 feet to the Northeast corner of the South 622.29 feet of the East 910.00 feet of said Southwest One-Quarter, said point also being the True Point of Beginning; thence N90°00'00"W along the North line of said South 622.29 feet a distance of 639.63 feet to a point, said point being a Plat Corner on the Southeasterly Plat Boundary of Arlington Park Fifth Plat, a subdivision of land in the City of Olathe, Johnson County, Kansas; thence N00°00'00"W along said Southeasterly Plat Boundary a distance of 191.55 feet to a point, said point also being a Plat Corner; thence N24°08'37"W along said Southeasterly Plat Boundary a distance of 209.68 feet to a point, said point also being a Plat Corner; thence N65°51'23"E along said Southeasterly Plat Boundary, a distance of 170.00 feet to a point of curvature, said point also being a Plat Corner; thence along said Southeasterly Plat Boundary and along a curve to the left having a radius of 225.00 feet, a central angle of 08°17'20", an initial tangent bearing of N24°08'37"W, and a length of 32.55 feet to a point, said point also being a Plat Corner; thence N57°34'03"E along said Southeasterly Plat Boundary a distance of 134.68 feet to a point, said point also being a Plat Corner; thence N48°25'44"W along said Southeasterly Plat Boundary a distance of 229.60 feet to a point, said

point also being a Plat Corner; thence N26°55'12"E along said Southeasterly Plat Boundary, a distance of 139.50 feet to a point, said point also being a Plat Corner; thence N49°38'20"E along said Southeasterly Plat Boundary a distance of 121.15 feet to a point, said point also being a Plat Corner; thence N79°40'07"E along said Southeasterly Plat Boundary, a distance of 153.64 feet to a point, said point also being a Plat Corner; thence N48°00'51"E along said Southeasterly Plat Boundary a distance of 60.00 feet to a point, said point also being a Plat Corner; thence N64°23'21"E along said Southeasterly Plat Boundary a distance of 125.08 feet to a point, said point also being a Plat Corner; thence S89°56'15"E along said Southeasterly Plat Boundary a distance of 180.95 feet to a point on the East Line of said Southwest One-Quarter; thence S00°03'56"W along said East Line a distance of 1030.05 feet to a point, said point being the True Point of Beginning, and containing 13.6214 acres, more or less.

Including all of the following lots:

Lots 297 through 347, inclusive, Arlington Park Sixth Plat, a subdivision in the City of Olathe, Johnson County, Kansas.

Part of the Southwest Quarter of Section 8, Township 14 South, Range 24 E, in the City of Olathe, Johnson County, Kansas being more particularly described as follows:

Beginning at the Northwest Corner of the above described Southwest Quarter; thence N89°47'12"E along the North line of said Southwest Quarter and along the south line of Stone Hurst third and fourth plats and the Plat of Brougham Village part 5, a distance of 1595.84 feet to the Northwest corner of the Plat of Golden Pond, a subdivision of land in the City of Olathe; thence S00°03'56"W along the West line of said Plat of Golden Pond a distance of 567.80 feet to the Northeast corner of lot 253, Arlington Park Fifth Plat, a subdivision of land in the City of Olathe; thence S89°39'13"W along the northern plat boundary of said Arlington Park Fifth Plat a distance of 137.70 feet to a point; thence continuing along said northern plat boundary N77°39'57"W a distance of 50.00 feet to a point of curvature; thence continuing along said northern plat boundary, and along the curve to the left having a radius of 225.00 feet, a central angle of 13°13'39", an initial tangent bearing of S12°20'03"W, and a length of 51.94 feet to a point; thence S89°06'24"W continuing along said northern plat boundary S89°06'24"W a distance of 115.00 feet to a point; thence continuing along the northern plat boundary N24°38'00"W a distance of 30.87 feet to a point; thence continuing along said northern plat boundary N00°19'57"W a distance of 121.01 feet to a point; thence continuing along said northern plat boundary N85°14'17"W a distance of 249.47 feet to the Easterly corner of lot 130, Arlington Park Third Plat, a subdivision of land in the City of Olathe; thence along the northern plat boundary of said Arlington Park Third Plat N31°26'20"W a distance of 125.82 feet to a point; thence continuing along said northern plat boundary N61°49'34"W a distance of 77.30 feet to a point; thence continuing along said northern plat boundary S86°17'28"W a distance of 400.86 feet to a point; thence S50°07'50"W continuing along said northern plat boundary a distance of 134.70 feet to a point; thence continuing along said northern plat boundary N73°40'48"W a distance of 143.36 feet to a point of curvature; thence continuing along said northern plat boundary, and along a curve to the right having a radius 265.00 feet, a central angle

of 09°19'32", an initial tangent bearing of N16°19'12"E, and a length of 43.13 feet to a point; thence continuing along said northern plat boundary N64°21'16"W a distance of 50.00 feet to a point; thence continuing along said northern plat boundary S89°51'42"W a distance of 221.22 feet to a point on the West line of said Southwest Quarter, thence N00°07'55"W along said West line a distance of 302.41 feet to The Point of Beginning, and containing 14.5732 acres, more or less.

Including all of the following lots:

Lots 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, Arlington Park Seventh Plat, a subdivision in the City of Olathe, Johnson County, Kansas.

Part of the Southwest Quarter of Section 8, Township 14 South, Range 24 East, in the City of Olathe, Johnson County, Kansas described as follows:

Commencing at the Southwest corner of the above-described Southwest Quarter; thence N00°07'55"W along the West line of said Southwest Quarter thereof a distance of 1094.42 feet to the Point of Beginning; thence continuing N00°07'55"W along said West line a distance of 229.77 feet to a point; thence N89°53'30"E a distance of 656.74 feet to a point; thence S00°05'17"E along the Westerly Boundary of said Arlington Park Second Plat a distance of 305.00 feet to the Northeast corner of lot 184, Arlington Park Fourth Plat, a subdivision in the City of Olathe, Johnson County, Kansas; thence S89°54'43"W along the Northerly Boundary of said Arlington Park Fourth Plat a distance of 303.25 feet to a point; thence N00°06'47"W a distance of 75.00 feet to a point; thence S89°54'43"W a distance of 353.28 feet to the Point of Beginning, and containing 3.9876 acres, more or less.

Part of the Southwest Quarter of Section 8, Township 14 South, Range 24 East in the City of Olathe, Johnson County, Kansas described as follows:

Commencing at the Southwest corner of the above-described Southwest Quarter; thence N00°07'55"W along the West line of said Southwest Quarter thereof a distance of 1324.19 feet to the Point of Beginning; thence continuing N00°07'55"W along said West line a distance of 335.23 feet to a point; thence N89°54'43"E along the Southern Boundary of Arlington Park Third Plat a subdivision of land in the City of Olathe, Johnson County, Kansas, a distance of 330.43 feet to a point; thence continuing N16°08'00"E along said Southern Boundary of Arlington Park Third Plat a distance of 149.97 feet to a point; thence continuing N00°46'18"W along said Southern Boundary Arlington Park Third Plat a distance of 133.41 feet to a point; thence continuing N42°05'48"E along said Southern Boundary of Arlington Park third Plat a distance of 133.51 feet to a point; thence continuing S47°54'12"E along said Southern Boundary Arlington Park Third Plat a distance of 111.04 feet to a point of curvature; thence continuing along said Southern Boundary of Arlington Park Third Plat and along a curve to the left having a radius of 225.00 feet, a central angle of 07°09'43 seconds, an initial tangent bearing of S34°56'05"W, and

a length of 28.13 feet to a point; thence continuing S55°03'55"E along said Southern Boundary Arlington Park Third Plat a distance of 50.00 feet to a point of curvature; thence continuing along said Southern Boundary of Arlington Park Third Plat and along a curve to the right having a radius of 175.00 feet, a central angle of 07°19'28 seconds, an initial tangent bearing of N42°15'33"E, and a length of 22.37 feet to a point of curvature; thence continuing along said Southern Boundary Arlington Park Third Plat and along a curve to the left having a radius of 630.00 feet, a central angle of 10°38'23 seconds, an initial tangent bearing of S60°49'02"E, and a length of 116.99 feet to a point; thence continuing S29°10'58"W along said Southern Boundary of Arlington Park Third Plat a distance of 54.69 feet to a point; thence continuing S06°45'56"W along said Southern Boundary Arlington Park Third Plat a distance of 67.89 feet to a point; thence continuing S32°01'00"E along said Southern Boundary Arlington Park Third Plat a distance of 56.49 feet to a point; thence continuing S79°59'41"E along said Southern Boundary Arlington Park Third Plat a distance of 237.37 feet to a point; thence continuing N86°41'54"E along said Southern Boundary Arlington Park Third Plat a distance of 117.76 feet to a point; thence S00°00'00"W along the Easterly Boundary Arlington Park Third Plat a distance of 339.05 feet to the Northeast corner of lot 72, Arlington Park Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas; thence S89°53'30"W along the Northerly Boundary of said Arlington Park Second Plat a distance of 1021.74 feet to a point, said point being the Point of Beginning, and containing 9.9794 acres, more or less.

Including all of the following lots:

Lots 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, Arlington Park Eighth Plat, a subdivision in the City of Olathe, Johnson County, Kansas.