

**AGREEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STONE HILL MANOR  
A SUBDIVISION IN JOHNSON COUNTY, KANSAS**

THIS AGREEMENT (the "Agreement") is entered into by and between STONE HILL MANOR, LLC, a Kansas limited liability company (the "Developer"), and CHRISTEN AND AARON STOFFER, a married couple (collectively, the "Stoffers"), effective as of this 12<sup>th</sup> day of June, 2024 (the "Effective Date") (the Developer and the Stoffers may be individually referred to herein as a "Party" or collectively as the "Parties").

WHEREAS the Stoffers are the owners of that certain real property described in **Exhibit A**, attached hereto and incorporated herein, and the Developer is the owner of that certain real property described in **Exhibit B**, attached hereto and incorporated herein (collectively referred to herein as the "Property").

WHEREAS, pursuant to that certain Final Plat of Stone Hill Manor, recorded pril 5, 2024, in Book 202404, Page 001583 as Instrument No: 20240405-0001573 (the "Plat") with the Johnson County Recorded of Deeds, the Property consists of lots designated as Lots 1, 2, 3, and 4 on the Plat (the "Subdivision").

WHEREAS, each lot of the Subdivision is hereafter referred to as a "Lot" and collectively as the "Lots"; and each fee owner of a Lot is hereafter referred to as an "Owner" and collectively, the "Owners".

WHEREAS, the Parties desire to create a planned residential community within the Subdivision to be known as "Stone Hill Manor" devoted to single-family residential use.

WHEREAS, the Parties desire to provide for the preservation of the values and amenities in the Subdivision and desire to subject the Subdivision to the covenants, restrictions, and easement hereinafter set forth, each and all of which are for the benefit of the Subdivision and each Owner thereof, and shall apply to, and bind the Owners thereof and any heirs, assign, and successors in interest, all as more particularly set forth herein.

NOW THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby grant, covenant, and agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into and made a part of this Agreement, as if fully set forth herein.
2. **Definitions.**
  - a. "Builder" shall refer to Robert Montgomery Homes, Inc., a licensed design and construction firm with its principal headquarters located in Johnson County, Kansas.
  - b. "Development Plan" shall mean and refer to, collectively, the configuration and location of Lot ownership, boundaries, streets, roads, utilities and easements as shown on all plats of land, provided that such plats have been or are hereafter approved by the applicable governmental authority pursuant to all applicable laws, codes and ordinances.
  - c. "Living Unit" shall mean any portion of a structure situated upon the Lots and designed and intended for use and occupancy as a residence by a Single Family.

- d. "Manor Drive" shall mean the public roadway and cul-de-sac in the Subdivision abutting each of the Lots.
  - e. "Outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.
  - f. "Single Family" shall mean a single housekeeping unit of one family which includes not more than three (3) adults together with their children.
  - g. "Zoning Order" means the applicable zoning ordinances of Johnson, County, Kansas, as amended from time to time and as such shall be applicable to the Lots.
3. **Powers and Duties of Developer.** Developer shall have the power to administer and enforce all covenants, restrictions, and easements contained in this Agreement and shall do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of Developer hereunder and do all other things not consistent with this Agreement that Developer, in its sole discretion, may from time to time determine to be either necessary or desirable for the Owners, or for the protection, care or development, of the Subdivision.
4. **Builder Requirement.** The Stoffers intend to use Builder in the development of Lot 1 and Lot 2, and in an attempt to maintain conformity within the Subdivision, for so long as Stone Hill Manor, LLC, is Developer and Builder is operational, each Owner is required to contract with Builder for the construction of any new, ground up Living Unit or living structure on its Lot and ensure that Builder complies with all covenants and restrictions set forth in this Agreement. For clarity, Owners are not required to use Builder for the construction of any Outbuildings.
5. **Use of Land.**
- a. Any residence erected or maintained on any of the Lots hereby restricted shall be designated for occupancy by a Single Family for residential purposes and no duplex, flat or apartment house, although intended for residential purposes, may be erected thereon.
  - b. No trailer, tent, shack, garage, barn or other Outbuilding erected on any Lot covered by this Agreement shall at any time be used for human habitation, temporarily or permanently, nor shall any residence of a temporary character be erected on any of the Lots or used for human habitation; provided, however, Owners may construct an Outbuilding for guest house purposes if such Outbuilding is constructed in a manner consistent with the other Living Units located on the Lot.
  - c. No residential building which has previously been at another location shall be moved onto any Lot in the Subdivision.
  - d. No building or structure of any sort may ever be placed, erected or used primarily for business, professional, trade or commercial purposes on any Lot hereby restricted. No noxious or offensive trade or activity shall be carried on with respect to any Lot hereby restricted, nor shall any trash, or other refuse be thrown, placed, or dumped upon any such Lot, nor shall anything ever be done which may be or become an annoyance or a nuisance to the neighborhood.
  - e. No vehicle, truck, trailer, bus, camper, boat or other apparatus, except passenger automobiles, shall be left or stored on said property, except in an enclosed garage or Outbuilding.

- f. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than two (2) dogs be kept on any Lot.
- g. Any greenhouse or raised garden bed shall: i) be located behind the rear of the Living Unit; ii) not be visible from Manor Drive; and iii) not exceed three hundred (300) square feet in size.
- h. All of the Lots shall be subject to the following use restrictions:
  - i. No structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction or flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope control areas and grading of each Lot or other parcel and all improvements in them shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible.
  - ii. All final grading of each Lot shall be in accordance with any master grading plan approved by applicable governmental entity or any related grading plan furnished by the Developer. No landscaping, berms, fences, or other structures shall be installed or maintained that impede the flow of surface water. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in the final grading of any Lot shall be made without the prior written approval of the Developer, and, if necessary, the applicable governmental entity.

**6. Building Material Requirements; Design Standards.** The following design standards shall be followed by all Owners when improving any of the Lots in the Subdivision (collectively referred to herein as the “Design Standards”):

- a. Exterior walls of all Living Units and all appurtenances thereto shall be of brick, stone, stucco, wood, shingles, wood siding or any combination thereof.
- b. Building materials for Outbuildings shall be of similar type/quality to the Living Unit, unless otherwise permitted by written approval of the Developer.
- c. Each Living Unit shall be designed with a “four-sided” architecture approach, including with regard to windows, trim, facades and cornices.
- d. Each Living Unit shall be faced on all sides using those certain quality materials set forth in Section 6(a) herein. Materials selected shall be consistent with the style of architecture chosen for the Living Unit. Exterior materials used on the front elevation shall be extended along all adjacent sidewalls to the nearest inside corner. The following materials are prohibited: (i) exposed standard concrete block; (ii) simulated brick; and (iii) sheet siding.
- e. Windows, doors and louvers shall be of wood and glass.
- f. Wood roof shingles of any kind are prohibited.

- g. All wood exteriors shall be covered with not less than two (2) coats of high-quality paint or stain.
- h. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction.
- i. In the event of fire, windstorm or other damage, no building shall be permitted to remain in damaged condition longer than three (3) months.
- j. All exterior basement foundation walls which are exposed in excess of twelve (12) inches above final grade level shall be painted the same color as the house or covered with siding compatible with the structure.
- k. Decks and gazebos shall contain appropriate design elements to “tie” them to the home (ex: painting handrails to match house trim, etc.).

**7. Living Unit Size and Style Requirements.**

- a. No Living Unit shall be constructed or permitted to remain upon any Lot in the Subdivision unless it meets the following requirements:
  - i. One (1) story Living Units must have a ground floor area of not less than three thousand (3000) square feet.
  - ii. One and one-half (1 ½) story Living Units, reverse one and one-half (1 ½) story Living Units, and two (2) story Living Units must have a total floor area of not less than three thousand six hundred (3600) square feet, with a minimum of two thousand four hundred (2400) square feet on the main floor.
  - iii. In the computation of ground floor area, the same shall not include any porches, decks or attached garages.
- b. No Living Unit designed as a “ranch with basement garage” or “side-by-side split level” residential building shall be constructed on any Lot within the Subdivision.

**8. Garages.**

- a. Garages on each Lot are to be given the same architectural treatment and be constructed of the same materials as the Living Unit on said Lot.
- b. Each Living Unit must have an attached, private, fully enclosed garage. All attached garage shall be a side, motor court or rear entry unless the site will not accommodate it, in which case Developer may, in its sole discretion, grant the Owner a written exemption.
- c. When possible, garage doors should be screened from view of adjacent homes.
- d. Each Lot shall include a minimum of three (3) garage spaces for vehicles, whether all three spaces are in one single attached garage or spread out between an attached garage and a detached garage. For the avoidance of doubt, an Outbuilding does not constitute a garage for the purposes of this Section 8.d.

- e. The interior walls of the garage must be finished and painted.
- f. Garage door styling should be consistent with the overall aesthetic of the Living Unit; styles that include window panels may be disallowed on a case-by-case basis, at the sole discretion of the Developer .
- g. No garage will be permitted to be enclosed for living or business purposes.

**9. Landscaping.**

- a. Any hedge, fence or boundary wall shall be ornamental and shall not disfigure the Lot or the Subdivision. No fence or boundary wall exceeding six (6) feet in height shall be constructed without the written consent of Developer.
- b. Each Lot must have a minimum of five (5) hardwood shade trees, three (3) of which must be in front, and a minimum of three inches (3") caliper.
- c. Landscaped Lot line definition is prohibited unless otherwise approved by Developer.
- d. All lawns shall be fully sodded prior to occupancy or shall be planted with zoysia strips no farther than twelve (12) inches apart or zoysia plus no farther than six (6) inches apart, with the exception of areas designated by Developer which may be left as a natural area.
- e. Antennae or satellite dishes shall not be visible from the front elevation of the Lot.
- f. Solar panels must be flush with the roof and shall not be visible from the front elevation of the Lot.
- g. All fencing shall conform to the architectural concept of the home. Chain link, wire or stockade fencing is prohibited.
- h. Concrete block and unfinished concrete retaining walls are prohibited.
- i. Awnings and canopies are not permitted to be affixed to the exterior of any Living Unit.
- j. Basketball goals and their placement are to be sensitive to adjacent homes, the street and common areas and shall never be affixed to the Living Unit or garage. All basketball backboards must be clear.
- k. Exterior lighting shall have concealed sources of illumination. All outdoor lighting shall be in the color range of 2700-4500 degrees K (white).
- l. All mechanical, electrical and electronic equipment and meters will be properly housed and landscaped to conceal them as much as possible.
- m. No window or wall air conditioning or heating units will be permitted.

**10. Swimming Pools and Tennis/Sport Courts.**

- a. Above-ground pools of any kind are prohibited.

- b. Equipment associated with pool operation shall be permanently enclosed with a two-sided enclosure a minimum of six (6) inches above the tallest equipment, matching the style of the home, and screened from view.
- c. Tennis/sport courts, as applicable, shall be positioned at least as far back from the front of the Lot as the farthest back wall of the Living Unit and shall be landscaped in such a way as to minimize line of sight from the other Lots.

## 11. Approval of Buildings.

- a. Plans for construction of a new Living Unit or addition to an existing Living Unit shall be designed by an architect licensed to practice under the laws of the states of Kansas or Missouri.
- b. Prior to commencement of construction on any Lot, the Owner shall submit the following to and obtain approval from Developer:
  - i. Not less than one (1) full set of plans, which must display a Kansas or Missouri-registered Architect's seal, such plans to include:
    - 1. Floor plan;
    - 2. Elevation view of each side;
    - 3. Site plan, stamped by a registered surveyor;
    - 4. Exterior color plan;
    - 5. Listing of materials to be used on all exteriors; and
    - 6. Final landscaping plan to show placement of all landscaping features
  - ii. Construction documents, including plans and specifications for the proposed project shall be of professional quality and be completed in sufficient detail to fully explain the intent of the structural and architectural design, as well as the materials and finishes involved.
- c. Notwithstanding anything in this Agreement to the contrary, Developer, its successors and assigns, shall have and does hereby reserve the right to determine the location of all buildings upon a respective Lot or Lots and the relation of the top of the foundation of said building to the street level. If Developer fails to approve or disapprove of any such building plans, specifications, exterior color scheme, materials, locations elevation and grade thereof within thirty (30) days after submission thereof, and if no suit to conjoin the erection of such building or the making of any alteration thereto has been commenced prior to completion thereof, such approval shall not be required and such plans shall be deemed in compliance with the restrictions set forth in this Agreement. Developer shall not be liable for any approval, disapproval or failure to approve hereunder and any such approval, disapproval or failure to approve given shall not be considered as a waiver of any requirement of or any restriction in this Agreement.
- d. Developer shall have the right to disapprove any plans and specifications submitted hereunder for reason(s) including, but not limited to:
  - i. Failure to include information in such plans and specifications as may have been reasonably requested;
  - ii. Failure of such plans or specifications to comply with this Agreement;

- iii. Objection to the exterior design, appearance or materials of any proposed Living Unit or improvements;
  - iv. Incompatibility of any proposed improvements or use with existing Living Units or uses upon surrounding properties;
  - v. Objection to the grading plan;
  - vi. Objection to the color scheme, finish, proportions, style, architecture, height, bulk, safety or appropriateness of any proposed home or improvement;
  - vii. Failure to satisfy minimum floor area requirements;
  - viii. Objection to the proposed parking areas based on incompatibility with surrounding properties and/or insufficiency of size of the parking area in relation to the proposed use;
  - ix. Undesirable alteration of the flow of water;
  - x. Any matter not included in the Design Standards if, in the judgment of the Developer, would lower the value of or otherwise damage the Properties;
  - xi. Any other matter which, upon the judgment of the Developer, would render a proposed improvement or use inharmonious with the Design Standards for the Subdivision.
- e. In any case in which the Developer shall disapprove any plans or specifications submitted hereunder or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Developer shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.
- f. No Living Unit, Outbuilding or other structure may be erected upon or moved onto any Lot hereby restricted unless and until the building plans, specifications, exterior color scheme, materials, location, elevation and grade thereof have been submitted to and approved by Developer, in writing; nor shall any change or alteration in said building plans, specifications, exterior color scheme, materials, location, elevation and grade thereof be made until such change or alteration has been submitted to and approved by Developer in writing.

## **12. Commencement of Construction; Construction Regulations.**

- a. During construction, maintenance, reconstruction, rebuild, or remodel there shall be no trespassing across the adjoining Lots.
- b. No dumping of construction materials, waste or trash shall occur in the Subdivision.
- c. Loud music and alcoholic beverages are prohibited on the job site of any construction, maintenance, reconstruction, rebuild, or remodel occurring on the Lot.
- d. Portable toilets are required on the job site of any construction, maintenance, reconstruction, rebuild, or remodel occurring on the Lot. Portable toilets may be removed, at the Builder's discretion, if and when the Builder provides facilities inside the home.

- e. The Builder must provide a trash container of at least twenty (20) cubic yards to be kept on the Lot during construction.
- f. The downhill perimeter of all disturbed portions of the site shall be protected from erosion by the installation of by the installation of appropriate erosion control measures.
- g. After pouring the foundation, a temporary gravel (2" size or larger gravel) area is to be installed to accommodate construction site and delivery vehicles and prevent mud being carried onto the street. Upon completion of the foundation work, and the installation of first-floor floor joists, all exposed excavation must be backfilled and the construction site rough graded to ensure proper drainage. Excess building materials shall be promptly removed from site.

**13. Setback Requirements; Frontage.**

- a. Individual Lot setback requirements shall be as follows:
  - i. Front Yard: Sixty (60) feet from front property line adjacent to a street
  - ii. Side Yard: Twenty-Five (25) feet from side property line
  - iii. Rear Yard: Thirty (30) feet from rear property line
- b. Notwithstanding the foregoing, Developer shall have and does hereby reserve the right and power to permit, in its sole discretion, an exemption to the setback requirements outlined herein, if requested by the Owner. The exercise by Developer of the powers to modify setback requirements or ground frontages with respect to any one Lot hereby restricted shall not in any way limit the right of Developer to exercise such powers or to refuse to exercise such powers with respect to any other Lot hereby restricted, nor shall the refusal of Developer to exercise such powers with respect to any one Lot inhibit or limit Developer's right and power to thereafter exercise such powers with respect to any other Lot.

**14. Public Utilities.**

- a. Each Owner covenants and agrees that, in cooperation with Developer, each Owner shall execute all grants of easements, grants of right-of-way, or any other similar grant or conveyance documentation required to be executed by an Owner in order to grant and convey to any public authority or utility company, their assigns or lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove all utility lines, service taps, distribution facilities, valves, regulators and other equipment appurtenant to and necessary for providing any and all of the utility and drainage services as may become necessary during the development of the Lots.
- b. No structure, planting or other material shall be placed or permitted to remain within such utility easements, which may damage or interfere with the maintenance or change the direction of the flow of drainage channels in the easements. Any easement area of each Lot, and all improvements on it, shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

**15. Public Approvals.**

- a. All pertinent requirements of public agencies must be followed at all times by each Owner of each Lot in the Subdivision in the development of each Lot, and all plans must be approved by the appropriate governmental entity in Johnson County, Kansas. It is the responsibility of each Owner to verify code requirements prior to purchase of a Lot or Living Unit. Certain criteria set forth in this Agreement may be more restrictive than those required by local zoning and subdivision regulations. In any case in which the restrictions set forth in this Agreement are more restrictive than the appropriate governmental entity in Johnson County, Kansas, those restrictions which are more restrictive shall govern. Final legal approvals permitting development and occupancy of the Lots will be made by applicable governmental authorities.

**16. Remedies and Enforcement.** In the event of a breach or threatened breach by an Owner (the “**Defaulting Owner**”) of any of the terms, covenants, restrictions, or conditions herein, the Developer shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach from the Defaulting Owner. In addition to all other remedies available at law or in equity, unless otherwise set forth herein, upon the failure of a Defaulting Owner to cure a breach of this Agreement within ten (10) days following written notice thereof (unless, with respect to any such breach the nature of which is non-financial and cannot reasonably be cured within such ten (10) day period, the Defaulting Owner commences such cure within such period and thereafter diligently pursues such cure to completion within thirty (30) days of commencement), Developer shall have the right to perform such obligations contained herein on behalf of such Defaulting Owner and be reimbursed by such Defaulting Owner upon demand for the reasonable costs thereof together with interest at the greater of four percent (4%) per annum in excess of the annual rate of interest from time to time announced by the largest federally insured bank in the City of Stilwell, Kansas as its corporate base rate or so called prime rate of interest or the maximum rate allowed by law, all of which shall constitute a lienable charge against the Defaulting Owner’s Lot. In the event a corporate base rate is not announced, and no maximum lawful rate applies, then the default rate shall equal eighteen percent (18%) per annum. Such cost and expenses incurred by Developer under this Section 16 shall be paid to the Developer upon demand and, if not paid within ten (10) days thereof, shall become a lien upon the Lot affected. No breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement or the easements or protections granted hereunder. Developer shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the provisions hereof or to maintain an ordinary legal action for damage. In addition to the foregoing remedies, Developer may enforce this Agreement by requiring an Owner, at its own expense, to remove any structure or improvement on such Owner’s Lot in violation of the Agreement and to restore the Lot to its previous condition and, upon failure of the Owner to do so, Developer shall have the right to enter the Lot, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass.

**17. Prevailing Party.** If Developer shall bring suit against an Owner to enforce the terms of this Agreement or for damages arising out of the breach hereof, the non-prevailing party shall pay to the prevailing party the prevailing party’s costs and expenses (including, without limitation, reasonable attorneys’ fees and costs) incurred in connection therewith.

**18. No Waiver.** The failure of any to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have

at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

19. **Notice.** Any notice or other communication provided for or permitted by this Agreement must be in writing. Notice may, unless otherwise provided herein, be given or served by depositing the same in the United States mail, postage paid, certified, and addressed to the party to be notified, with return receipt requested or by depositing the same with a nationally-known overnight courier service. Notice deposited in the mail or with an overnight courier in the manner hereinabove described shall be effective two (2) business days after such deposit. Notice given in any other manner shall be effective only if and when received (or refused) by the party to be notified between the hours of 8:00 A.M. and 5:00 P.M. of any business day with delivery made after such hours to be deemed received the following business day. For the purposes of notice, the addresses of the Developer shall, until changed as hereinafter provided, be as follows:

If intended for Developer to: +

Stone Hill Manor, LLC  
19939 Delmar St  
Stilwell, KS 66085

With a copy to:

Kennyhertz Perry, LLC  
2000 Shawnee Mission Parkway, Suite 210  
Mission Woods, KS 66205  
Attn: Danielle Wallace  
Tel: (816)631-0441  
E-mail: [danielle.wallace@kennyhertzperry.com](mailto:danielle.wallace@kennyhertzperry.com)

Developer hereto shall have the right from time to time to change its address respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to all Lot Owners, or by recording a notice of such address change as in addendum hereto in the register of deeds for Johnson County, Kansas.

20. **Governing Law.** This Agreement shall be construed in accordance with and pursuant to the laws of the State of Kansas. Any action on this Agreement shall be commenced and prosecuted to completion in Johnson County, Kansas.
21. **Duration and Modification of Restrictions.** The covenants, restrictions and provisions of this Agreement shall be deemed covenants running with the land, burden and bind the Subdivision, shall inure to the benefit of and shall be enforceable by the Developer, Developer, and any Owner, their respective legal representatives, heir, successors and assigns, and shall remain in full force and effect until December 31, 2033, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of ten (10) years each, unless such covenants, restrictions and provisions are amended, modified or changed or canceled, in whole or in part, by written agreement, signed by Developer and the Owner or Owners of at least fifty (50%) percent of the Lots hereby restricted and recorded in the office or the Register of Deeds of Johnson County, Kansas, at least one (1) year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. Invalidity of any restrictions set forth herein or any part thereof by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, but they shall remain in full force and effect.

22. **New Developer or Successor.** Notwithstanding anything herein to the contrary, Developer may, by written instrument recorded by reference to this instrument, assigns its rights as Developer to a person or entity and, upon such recordation:
- a. All of Developers rights, powers, duties and obligations under this Agreement shall pass to the new Developer or successor so designated in such recorded instrument.
  - b. Neither the new Developer or Owners shall assume any liability arising from the Developer's exercise of its rights and powers under this Agreement or its performance of, or failure to perform, its duties and obligations hereunder.

*[Signature pages to follow.]*

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of the Effective Date first above written.

**THE STOFFERS:**

*Christen Stoffer*  
Christen Stoffer  
*Aaron Stoffer*  
Aaron Stoffer

STATE OF KANSAS )

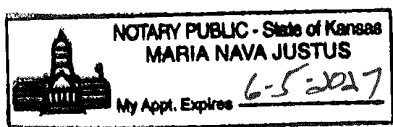
COUNTY OF JOHNSON )

I, Maria Nava Justus, a notary public in and for said County, in the aforesaid State, do hereby certify that Christen Stoffer, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument, pursuant to authority given to him by the governing body of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12<sup>th</sup> day of June, 2024.

*Maria Nava Justus*  
Notary Public

Commission Expires: June 5, 2027



STATE OF KANSAS )

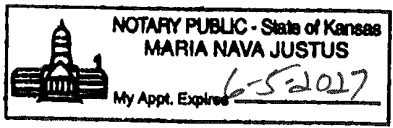
COUNTY OF JOHNSON )

I, Maria Nava Justus, a notary public in and for said County, in the aforesaid State, do hereby certify that Aaron Stoffer, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument, pursuant to authority given to him by the governing body of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12<sup>th</sup> day of June, 2023.

*Maria Nava Justus*  
Notary Public

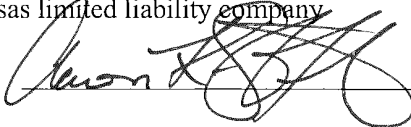
Commission Expires: June 5, 2027



IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of the Effective Date first above written.

**DEVELOPER:**

**STONE HILL MANOR, LLC**  
a Kansas limited liability company

By: 

Name: Aaron Stoffer, Manager

STATE OF KANSAS            )

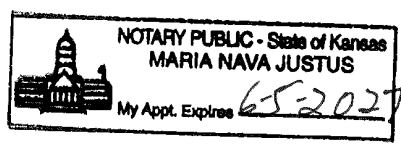
COUNTY OF JOHNSON        )

I, Maria Nava Justus, a notary public in and for said County, in the aforesaid State, do hereby certify that Aaron Stoffer, Manager of Stone Hill Manor, LLC, a Kansas limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument, pursuant to authority given to him by the governing body of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12<sup>th</sup> day of June, 2024.

  
Notary Public

Commission Expires: June 5, 2027



**EXHIBIT A**

**Stoffer Property Legal Description**

Lot 1 and Lot 2, STONE HILL MANOR, a subdivision in Johnson County, Kansas, according to the recorded plat thereof.

**EXHIBIT B**

**Developer Property Legal Description**

Lot 3 and Lot 4, STONE HILL MANOR, a subdivision in Johnson County, Kansas, according to the recorded plat thereof.