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AMENDED AND RESTATED DECLARATION

THIS AMENDED AND RESTATED DECLARATION, Made this 14th day of December, 2022, by the Petroleum Club Estates Condominium Association, Inc., a Kansas corporation (the "Association"), amends and restates in its entirety, the Original Declaration (as hereinafter defined) for a plan of ownership pursuant to the provisions of the Kansas Townhouse Ownership Act (K.S.A. 58-3701 et seq.).

WHEREAS, the original Declaration of the Petroleum Club Estates Development, Inc. was executed on June 16, 1980, and recorded on June 17, 1980 in Book 385 at Page 312, Gen. Rec. with the Office of Register of Deeds of Barton County, Kansas (the "Initial Declaration"), and clarified by that certain Affidavit, dated October 26, 1981, and recorded on October 26, 1981 in Book 404, at page 224, Gen. Rec. with the Office of Register of Deeds of Barton County, Kansas (the "Affidavit") (collectively, the "Initial Declaration" and the "Affidavit" are hereinafter referred to as the "Original Declaration");

WHEREAS, pursuant to the Original Declaration, Petroleum Club Estates Development, Inc. ("Developer") conveyed to the Association all common areas referred to in the Original Declaration by deed dated October 15, 1985, and recorded on November 12, 1985 in Book 210 at Page 435, with the Office of Register of Deeds of Barton County, Kansas (the "Association Deed");

WHEREAS, pursuant to the authority granted by the Association Deed and Section 8 of the Initial Declaration, the Association does hereby entirely amend and restate the Original Declaration, and any amendments, modifications, or supplements thereto, whether or not referenced herein, thereby entirely substituting therefore, this Amended and Restated Declaration as follows:

1. DESCRIPTION OF REAL ESTATE.

Developer previously submitted for development, the following described real estate located in Barton County, Kansas, to-wit:

> A tract of real estate situated in Barton County, Kansas, in the North Half of the Southeast Quarter (N/2 SE/4), Section Twenty-One (21), Township Nineteen (19) South, Range Thirteen (13) West, of the Sixth Principle Meridian and by metes and bounds described as follows: Commencing at a point on the East R/W of U.S. Highway 281, which is 720 feet North of the South line of the said North Half of the Southeast Quarter (N/2 SE/4), Section Twenty-One (21), for the point of beginning; thence East, parallel to said South line, 280.0 feet; then North parallel to said Highway R/W, 466. 27 feet; thence West, along the South

exterior toe of the Dry Walnut Creek Channel, 280.1 feet; thence South along said Highway R/W, 460.71 feet to the point of beginning.

A plat of survey including the perimeter boundaries of all real estate subjected to the restrictive covenants set forth in this declaration is attached hereto as Exhibit "A".

2. DESCRIPTION OF THE UNITS.

The maximum number of units which may be constructed upon the land subject to the Townhouse Ownership Act herein is twelve (12). Each unit shall be a single family residential unit as defined by K.S.A. 58-3702(a), the boundary lines of which shall be the exterior line of its foundation, together with attached garages, where applicable, individual driveways, porches, decks and patio areas and paved walkways from the unit foundation to the individual driveway or the street, where applicable.

3. COMMON AREAS AND FACILITIES.

Common areas and facilities shall be all portions of the real estate and all improvements thereon conveyed by the Developer to the Association. The Developer conveyed to the Association all real estate subjected to the Townhouse Ownership Act, except the areas on which will be constructed the units. A plat showing the proposed unit boundaries is attached hereto as Exhibit "A." All improvements and common areas held by the Association will be administered by the Association in accordance with K.S.A. 58-3702(c). The common areas along with the real property transferred will include all personal property held and maintained for the joint use and enjoyment of all owners of the units. All owners may use the common areas so long as the owners follow rules promulgated by the Association and so long as such does not restrict, interfere with or impede the uses thereof by other owners.

4. COMMON EXPENSES AND METHOD OF APPORTIONMENT.

Common expenses are defined by K.S.A. 58-3702(c) as including (1) All sums lawfully assessed against the unit owners by the Association pursuant to the declaration; (2) Expenses of administration, repair, or replacement of the common areas and facilities incurred by the Association pursuant to the declaration; (3) Expenses agreed upon as common expenses by the Association at special or regular meeting held pursuant to the declaration; and (4) Expenses declared common expenses by provisions of this act or by the declaration or by the bylaws of the Association. More specifically, the common expenses shall include, but are not limited to, the actual and estimated costs of maintenance, management, operation, repair and replacement of the common area and related fixtures, as well as insurance to be provided by the Association.

By acceptance of a deed, each owner covenants and agrees to pay regular fees or charges levied by the Association and special fees or charges for capital improvements to be fixed, established and collected from time to time as set forth herein.

Regular fees shall include funds sufficient to provide for routine repair, maintenance and care of private streets, trees, shrubs, grass, walks and other exterior improvements, including exterior fence, if any, and repainting of exterior building surfaces and fences, and repair and replacement of any paved areas; also sums sufficient to pay ad valorem and other taxes and insurance premiums on the land and improvements owned by the Association, management fees including necessary legal and accounting expenses of the

Association, insurance premiums for all insurance secured by the Board of Directors, and reasonable reserves for the painting and repair and replacement as set forth above. It shall be the right and duty of the Board of Directors of the Association to annually establish a budget and set the regular fees and charges based upon actual expenses. The Association shall contract for trash hauling for all units.

Special fees or charges for capital improvements shall be established by an affirmative vote of sixty-five percent (65%) or more of the owners at a special or regular meeting of the owners called for the purpose of considering such special fee.

All fees and charges, regular and special, shall be at a uniform rate for all units.

5. LIEN RIGHTS.

All sums assessed by the Association, but unpaid, for the share of the common expenses chargeable to any unit shall constitute a lien on such unit, as particularly set forth herein and in accordance with K.S.A. 58-3710. Such lien shall be utilized for the purpose of enforcing the payment of any assessment owed by a unit owner. The Association is to be granted the authority to take any action necessary to enforce the lien.

6. INSURANCE.

The Board of Directors of the Association shall purchase and maintain a master policy of casualty insurance covering all units from the drywall outward to the boundary lines of the units as described in Section 2 herein, and also the common areas owned by the Association. Each unit shall be equally assessed its pro rata share of such casualty insurance premium, such share calculated by dividing the total premium by the total number of units. The Association is also authorized to obtain liability insurance for the common areas, workers compensation insurance, if deemed necessary, and, if available at reasonable expense, director's insurance.

The Association is appointed as agent for each unit owner to adjust all claims arising under the master policy, and to execute and deliver releases upon the payment of claims.

Unit owners are authorized to purchase additional insurance at their own expense to cover personal property within the unit and to cover accidents within their unit.

All casualty insurance policies purchased by the Association hereunder, shall provide that all proceeds covering the casualty losses shall be paid to any bank or trust company in Barton County as Trustee. Said Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible for the monies which come into its possession, and only for its willful misconduct, bad faith or gross negligence. The Insurance Trustee shall receive such proceeds as are paid to it, and to hold the same in trust pursuant to the terms of the Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with the provisions herein set forth.

The Board of Directors shall collect and pay the premiums for all insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied.

Unless there occurs substantial damage to or destruction of all or a substantial part of the property, the Association and the unit owners shall repair, replace, and rebuild the damage caused by casualty loss, and pay the costs of the same in full. The Association shall levy assessments in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by the casualty loss, to the common areas and facilities.

Immediately after a casualty causing damage to any part of the property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided, however, that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of the unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of the insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency levy a special assessment against all unit owners for the portion of the deficiency related to the common areas and against the individual unit owners for that portion of the deficiency related to the individual damaged units.

Unless there occurs substantial damage to or destruction of all or substantial portion of the property and sixty-five percent (65%) of unit owners elect not to rebuild and repair, the Insurance Trustee shall use the net proceeds and the funds collected by the Board of Directors from the assessments, hereinabove set forth, to repair and replace any damage or destruction of the property, and shall pay any balance remaining to the unit owners and their mortgagees, as their interests may appear, and the proceeds of the insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided, shall be held by the Insurance Trustee in trust for the use and purposes herein provided.

All of the foregoing is subject to the provisions of K.S.A. 58-3712.

7. EASEMENTS.

Each unit owner shall have an easement in common with owners of other units to use all pipes, ducts, cables, conduits, public utility lines and other common elements serving his unit. In addition, each unit owner shall have an easement for the continuance of any encroachment by his unit on any adjoining unit or upon the common area, existing as a result of construction or which may have come into existence thereafter as a result of settling or shifting of any construction, whether the same shall occur after the original construction or as a result of restoration or repair, and such encroachment shall remain undisturbed so long as the construction stands. Each unit shall be subject to easements in favor of the owner of the other units in the same manner. In addition, each unit shall have and be subject to easements for ingress to allow each owner access to a public street and to the common area. In the event of any form of emergency necessitating ingress and egress across the patio or driveway of a unit, the owner shall allow the use of such property by any emergency vehicle to assist other unit owners.

Wherever a common wall exists between units, both of the adjoining owners shall own an undivided interest therein and each shall have an easement and be subject to an easement running with the respective properties. If at any time it shall be necessary to repair or rebuild the common wall, the cost thereof shall be borne by both parties in the proportion in which the same may be used by them respectively or in the event of complete rebuilding, borne one-half by each party.

8. AMENDMENT OF DECLARATION.

This declaration may be amended by a vote of not less than sixty-five percent (65%) of the unit owners. The Developer reserved the right of amendment to add additional land and to make minor modification of the declaration until the total number of units have been constructed and ninety percent (90%) have been sold or until five (5) years from the date this declaration is recorded with the Register of Deeds Office, Barton County, Kansas, whichever may occur first.

9. MANAGEMENT.

The Association may contract for competent professional management and may charge such management fee as a common expense.

10. UNIT OWNERS' OBLIGATION.

The responsibility of the unit owner shall be as follows: (1) To maintain, repair and replace at his expense, all portions of the unit, other than individual driveways and paved walkways from the unit foundation to the individual driveway or the street, where applicable, which shall be maintained, repaired, and replaced by the Association, at the Association's expense; (2) To perform his responsibilities in such manner so as not to unreasonably disturb other persons residing in any of the units; (3) Not to paint or otherwise decorate or change the appearance of any portion of the building in such a way as to fail to conform to the general scheme of the development; (4) To promptly report to the Association, or its agent, any defect or need for repairs, the responsibility for the remedying of which is with the Association; (5) Not to make any alterations in the portions of the common areas held by the Association.

11. RESTRICTIONS.

In order to provide for a. congenial occupation of the units, and to provide for the protection of the values of the units, the use of the property shall be restricted to and be in accordance with the following provisions: (1) Single family use, so that each unit shall be used for single family residences only; (2) The common areas and facilities shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoy of the unit owners; (3) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents; (4) No improper, offensive or unlawful use shall be made on the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

12. COVENANTS RUNNING WITH THE LAND.

All provisions of the declaration shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every unit and the appurtenances thereto; and every unit owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors, and assigns shall be bound by all of the provisions of the declaration.

IN WITNESS WHEREOF, this Amended and Restated Declaration has been executed the day and year first above written.

PETROLEUM CLUB ESTATES CONDOMINIUM ASSOCIATION, INC.

Jerry Renk

JERRY RENK, President

ATTEST: (SEAL)

Robert Goeller

ROBERT GOELLER, Secretary

STATE OF KANSAS)
) ss:
COUNTY OF BARTON)

The foregoing instrument was acknowledged before me on this 16 day of DECEMBER, 2022, by Jerry Renk as President, and Robert Goeller, as Secretary, of the Petroleum Club Estates Condominium Association, Inc.

(Seal, if any)

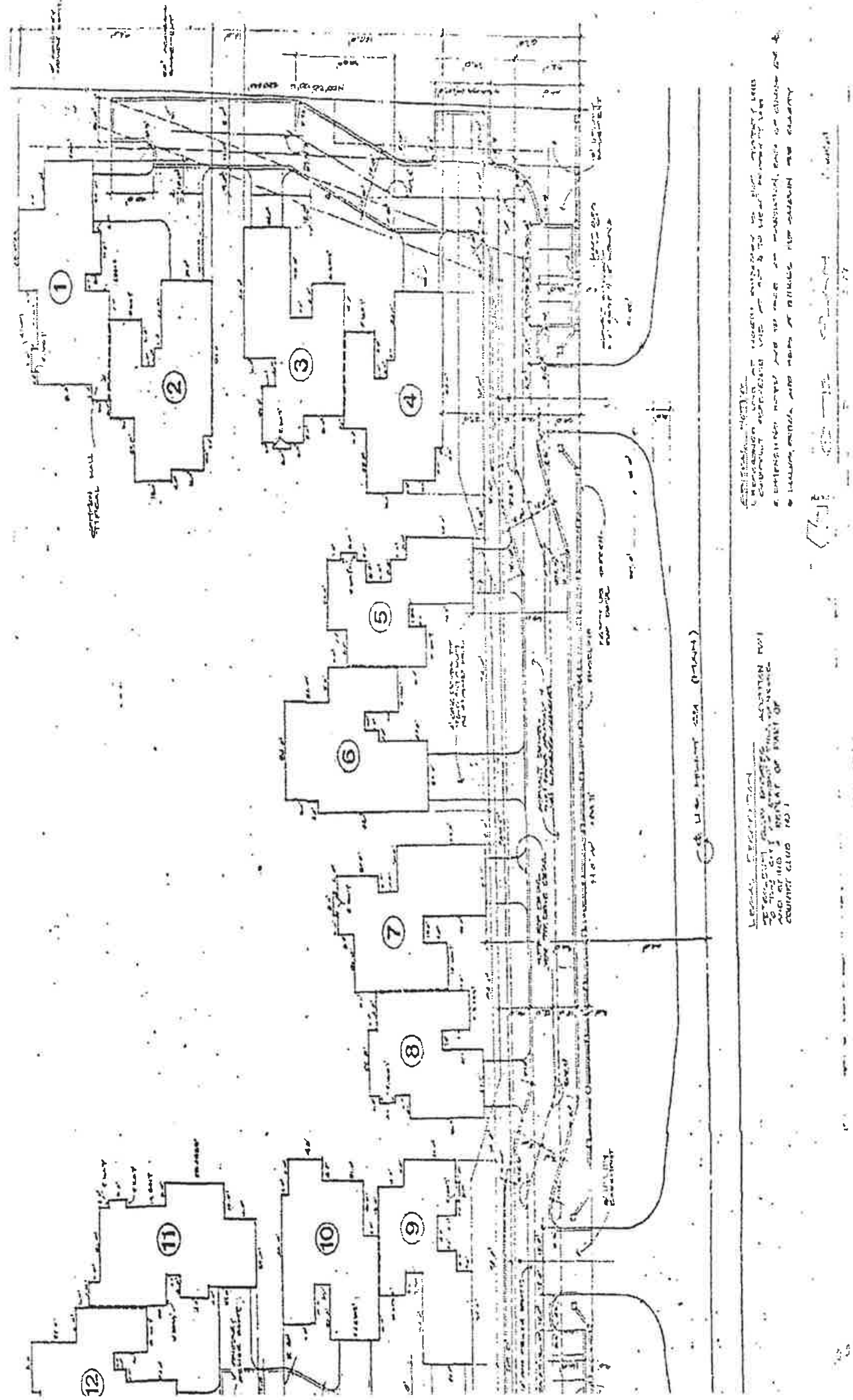
NOTARY PUBLIC - State of Kansas
KIMBERLY VINK
My Appt. Exp. 5/14/23

Kimberly Vink

Notary Public

My commission expires: 5/14/2023

EXHIBIT "A"



BYLAWS

OF PETROLEUM CLUB ESTATES

CONDOMINIUM ASSOCIATION, INC.

ARTICLE I: NAME

The name of the corporation shall be Petroleum Club Estates Condominium Association, Inc., hereinafter referred to as the "Association."

ARTICLE II: PURPOSE

The purpose for which the Association is organized is

to provide an entity pursuant to K.S.A. 58-3702(c) for the operation of Petroleum Club Estates Condominium Association, Inc., located on the following lands:

> A tract of real estate situated in Barton County, Kansas, in the North Half of the Southeast Quarter (N/2 SE/4), Section Twenty-One (21), Township Nineteen (19) South, Range Thirteen (13) West, of the Sixth Principle Meridian and by metes and bounds described as follows: Commencing at a point on the East Right-of-Way of U. S. Highway 281 which is 720 feet North of the South Line of said North Half of the Southeast Quarter (N/2 SE/4), Section Twenty-One (21), for the point of beginning; thence East, parallel to said South line, 280.0 feet; thence North parallel to said Highway Right-of-Way, 466.27 feet; thence West, along the South exterior toe of the Dry Walnut Creek Channel, 280.1 feet; thence South along said Highway Right-of-Way, 460.71 feet to the point of beginning.

The Association shall make no distributions of income to its directors, officers or members.

ARTICLE III: PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Ownership: The owners of the condominium units located at the above described property, City of Great Bend, State of Kansas, associated together as "Petroleum

Club Estates Condominium Association, Inc." is submitted subject to the provisions of the Kansas Statutes Annotated 58-3701 et. seq.

Section 2: ByLaws Applicability: The provisions of these Bylaws are applicable to the condominium project, and the above mentioned corporation.

Section 3. Personal Application: All present or future owners, or their employee, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these Bylaws and to the Declaration, recorded in Book 385 at page 312 of the records of Register of Deeds, Barton County, Kansas.

The mere acquisition of any of the units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of the said units will signify that these Bylaws and the provisions of the Declaration are accepted, ratified and will be complied with.

ARTICLE IV: MEMBERS

The members of the Association shall consist of all of the record owners of condominiums. A change of membership in the Association shall be established by the recording in the public records of Barton County, State of Kansas, of a deed or other instruments establishing a record title to the unit. The membership of the previous owner(s) shall thereby be ended. The shares of a member in the funds and assets in the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to owner's unit. The voting powers of each of the owners of the units and the manner of exercising the voting rights are set out below.

ARTICLE V: VOTING MEMBERS, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting Member: Each unit shall have one (1) vote, hereinafter referred to as a "Voting Member." All owners of each unit are deemed to be members; however, each unit is entitled to only one vote.

Section 2: Majority of Owners: As used in these Bylaws, the term "majority of owners" shall mean those Voting Members holding at least 51% of the votes.

Section 3. Quorum: Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE VI: BOARD OF DIRECTORS

Section 1. Number and Qualification: The affairs of the Association shall be governed by a Board of Directors composed of twelve persons, all of whom must be owners of units in the project.

Section 2. Powers and Duties: The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws prohibited. The Board of Directors, at its December meeting, shall elect the officers set forth in Article VII.

Section 3. Other Duties: In addition to the duties specifically imposed by these Bylaws or by the resolutions of the Association, the Board of Directors shall be responsible for the following:

(a) Care, upkeep and surveillance of the project and the common areas and facilities.

(b) Establishing and collecting monthly assessments from the owners.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities.

(d) Approving the annual budget.

(e) Approving and paying all expenses of the project.

(f) Approving all improvements to the project.

(g) All other lawful business of the corporation.

Section 4. Management Agent or Executive Committee: The Board of Directors may employ for the Association, a management agent at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Section 3 of this Article. Alternatively, the Board of Directors may appoint an Executive Committee, in accordance with Article VIII, to perform such functions and responsibilities as the Board of Directors may from time to time authorize.

Section 5. Regular Meetings: Regular meetings of the Board of Directors are to be held in June and December of each and every year at such time and place as shall be determined, from time to time, by a majority of the Voting Members, or alternatively by the President. Notice of regular meetings of the Board of Directors shall be given to each Voting Member, personally or by mail, delivery service or electronic mail, at least ten (10) days before the proposed meeting.

Section 6. Special Meetings: Special meetings of the Board of Directors may be called by the President, with written notice given personally or by mail, delivery service or electronic mail, which notice shall state the time, place and specific purpose(s) of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least six (6) Voting Members.

Section 7. Notice of the time and place of all annual and special meetings shall be given personally or by mail, delivery service or electronic mail by the Secretary to each Voting Member ten (10) days before the date thereof. The President shall preside at all such meetings.

Section 8. Waiver of Notice: Before or at any meeting of the Board of Directors, any Voting Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Voting Member at any meeting of the Board of Directors shall be a waiver of notice by said Voting Member of the time and place thereof. If all of the Voting Members are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 9. Board of Directors Quorum: At all meetings of the Board of Directors, a quorum as defined in Article V Section 3 is required for the transaction of business, and the acts of the majority of the Voting Members present at a meeting at which a quorum is present shall be acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted upon resumption of such adjourned meeting without further notice.

ARTICLE VII: OFFICERS

Section 1. Designation: The principal officers of the Association shall be the President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be Members elected by the Board of Directors.

Section 2. Election of Officers: The officers of the Association shall be elected annually by the Board of Directors at its regular meeting in December and shall hold office for the following calendar year.

Section 3. Removal of Officers: Upon an affirmative vote of a majority of the Voting Members, any officer may be removed, either with or without cause, and the successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President: The President shall be chief executive officer of the Association. The President shall preside at all meetings of the Board of Directors. The President shall have all of the general powers and duties which are vested in the office of president of an Association by law, including, but not limited to, the power to appoint committees from among the owners from time to time as the President may in its sole discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President: The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon the Vice-President by the Board of Directors.

Section 6. Secretary: The Secretary shall keep the minutes of all meetings of the Board of Directors and shall have charge of the books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of the Secretary.

Section 7. Treasurer: The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VIII: EXECUTIVE COMMITTEE

Section 1: Executive Committee Members: The Executive Committee, if appointed, shall be composed of exactly six (6) members such that each pair of units sharing a common wall shall have exactly one member on the Executive Committee. Members shall serve at the pleasure of the Board of Directors.

Section 2: Executive Director: The Executive Committee members shall designate, by election or otherwise, one of its Executive Committee members to be Executive Director, whose responsibilities shall include, but not be limited to, calling for meetings, presiding over meetings and coordinating actions necessary to perform the functions delegated to the Executive Committee by the Board of Directors.

Section 3: Meetings: The Executive Committee, if appointed, shall meet at such time(s) and such place(s) as designated by the Executive Director by giving verbal or written notice in advance of the meeting, if feasible under the circumstances. A meeting may be conducted face to face or by telephone and/or facsimile and/or email and/or videoconference.

Section 4: Executive Committee Meeting Quorum: The presence of 51% of the current active members of the Executive Committee shall constitute a quorum. If a quorum is not present and actions need to be taken, that Voting Member(s) of the Board of Directors that owns the unit attached to the unit owned by the absent Executive Committee member(s) may be called to complete the quorum.

Section 5: Executive Committee Meeting Minutes: Minutes of all Executive Committee Meetings are to be recorded by a designated Executive Committee member or some other non-member appointed or employed for the purpose. Such minutes shall be given over to the Secretary and the Secretary shall file such minutes with the official papers of the Association.

Section 6: Members, Resignation and Vacancies: A member of the Executive Committee may resign at any time by giving written notice to the Executive Director, the President or the Board of Directors. In the event of a vacancy on the Executive Committee, the Executive Director or the President shall appoint an owner of that particular unit that is attached to the unit of the resigning member. If such appointment is not accepted, the membership of the Committee shall consist of the number of Executive Committee members until the next regular or special meeting of the Board of Directors.

ARTICLE IX: OBLIGATIONS OF THE MEMBERS

Section 1: Assessments: All members are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of wind damage, hail, fire or other hazard. The assessments shall be made equally among the twelve units. Such assessments may include monthly payments to the General Operating Reserve Fund.

Section 2. Maintenance and Repair:

a. Every owner must perform promptly all maintenance and repair work within owner's own unit, which if omitted would affect the project in its entirety or in a part belonging to others, being expressly responsible for the damages and liabilities that owner's failure to do so may engender.

b. Every Owner is responsible for repairing, replacing and/or maintaining, at owner's expense, all installations in the unit structure from the drywalls in, including, but not limited to, water, electric, gas, sewer, telephone, sanitary equipment, HVAC equipment, doors (exterior and interior), appliances and lighting.

c. Every Owner is responsible for repairing and/or maintaining, at owner's expense, attached garages, decks, patios, pergolas, exterior HVAC equipment, and other permanent fixtures or structures within the unit's boundary lines, including, but not limited to, lighting (excluding garage light sconces), antennae of any kind, grills, tents, flagpoles, porch or patio decorations, pavers, additional trees/plants/shrubs/bushes/flowers added by the owner or previous owner(s), and all personal items placed in or around the unit's structure. The Owner is specifically not responsible for repair or replacement of individual driveways, concrete steps and paved walkways leading from the unit structure to the individual driveway or the street.

d. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through owner's fault.

Section 3: Use of Family Units – Internal Changes:

a. All units shall be utilized for residential purposes only.

b. An owner shall not make structural modifications or alterations in owner's unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within 15 days and failure to do so within the stipulated time shall mean that there is no opposition to the proposed modification or alteration.

Section 4. Right of Entry:

a. An owner shall grant the right of entry to the management agent or to any person authorized by the Board of Directors or the Association in case of an emergency originating in or threatening owner's unit, whether the owner is present at the time or not.

b. An owner shall permit other owners, or their representatives when so required, to enter owner's unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owners. In case of an emergency, such right of entry shall be immediate.

Section 5. Rules of Conduct:

a. No resident of the project shall post or allow to be posted any advertisements, or posters of any kind in or on the project except as authorized by the Association. One sign on the unit area and one sign at the property entrance(s) indicating unit is for sale is permitted.
b. Residents shall exercise care about making noises or the use of musical instruments, radios, television or amplifiers that may disturb other residents. Those keeping domestic animals shall abide by the municipal Sanitary Regulations.
c. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the pickup areas.
d. No owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, satellite dish, machines or air conditioning units, etc. on the exterior of the unit or that protrude through the walls or the roof of the unit project except as authorized by the Association.

ARTICLE X: AMENDMENTS TO PLAN OF OWNERSHIP

Section 1. Bylaws: These Bylaws may be amended by the Association in a duly constituted regular or special meeting of the Board of Directors for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total units in the project as shown in the Master Deed.

ARTICLE XI: COMPLIANCE

These Bylaws are set forth to comply with the requirements of K.S.A. 58-3701 et. seq.

In case any of these Bylaws conflict with provisions of said statute, it is hereby agreed and accepted that the provisions of the statute shall apply.

Petroleum Club Estates HOA

Rules and Regulations

The following rules and regulations are intended to allow for the peaceful enjoyment of living in the Petroleum Club Estates HOA property. We share and wish to maintain a consistent streetside appearance as well as collegially sharing the use of common areas and amenities. It is important to be mindful of your neighbors – what may seem to be an ordinary item may be very annoying to a neighbor or disturb the neighbor's enjoyment of the property.

1 Regular Fee Payments – Due by the 10th of each month. Special assessments — which are one-off fees to cover unexpected expenses — are also mandatory. Failure to pay either regular fees or special assessments could result in a fine or, in extreme cases, a lien against your property or even foreclosure.

2 Annual proof of Hazard Insurance for interior replacement, provided to Treasurer or proof of adequate personal funding to provide interior replacement.

3 Landscaping – any landscaping added by an owner (adjacent to owner's unit) becomes the responsibility of the unit owner. That responsibility is also transferred to a new unit owner. If a new unit owner does not wish to maintain the additional landscaping, it will be removed by buyer/seller and landscaping similar to the complex's existing landscape will be installed and maintained by the HOA.

4 Holiday Decorations – The HOA provides & installs annually, Christmas lighting outlining the units roofline. Additional personal decorations shall be confined to porch areas.

5 Pool Rules: Swim at your own risk, No pets allowed inside pool enclosure, No glass allowed inside pool enclosure, No running, No rough play, Children under 16 must be accompanied by adult or guardian, All swimmers must be a member or affiliated with a member of the HOA.

6 No fireworks use prior to 10:00 a.m. or after 11:00 p.m. on July 4th. All debris from fireworks to be cleaned up prior to 10:00 a.m. on July 5th.

7 Residents' parking is limited to each unit's driveway and/or garage. Residents' guests are encouraged to only park in guest parking areas or against the curbing in front of each unit to allow for cars to pass through the streets. Long term (more than 3 days) parking of RV's, trailers and boats is prohibited.

8 Pets – The HOA follows the City of Great Bend's regulations regarding dogs. Fencing or underground fencing is not permitted as it would interfere with the use of the common areas. Walking dogs should utilize the walkways remaining away from doors and windows of units so as to provide privacy for the unit owner. Excrement is to be removed immediately.

9 The HOA provides trash removal on Monday and Thursday of each week and the trash service provides one trash bin. Trash must be in the trash bin provided or within the unit owner's own trash bin. Trash bags shall not to be left on the ground for removal.

10 Short-Term Renting – Short-term rentals/leases of less than 12 months are prohibited. A lease for a period of twelve months or longer are subject to approval of the HOA.

Adopted – July 2022