



39061729

JEAN DIMKE, RECORDER
JO DAVIESS COUNTY, IL
08/11/2016 08:13:38AM

REC FEE: 77.00
RHSP FEE: 9.00

FIRST AMENDMENT TO THE WALNUT HILL TOWNHOME DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This instrument, consisting of SIXTEEN (16) pages, is recorded for the purpose of amending the Walnut Hill Townhome Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration"), which was recorded on December 15, 1988 as document number 195281 with the Recorder of Deeds of Jo Daviess County, Illinois.

This Amendment is adopted pursuant to the provisions of Article IX, Section 9.04 of said Declaration. Article IX, Section 9.04 of the Declaration provides that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Jo Daviess County, Illinois, following the approval of not less than seventy-five percent (75%) of the Owners, with such required percentage of Owners signing this Amendment.

PREAMBLE

WHEREAS, the Declaration was recorded on December 15, 1988 as document number 195281 with the Recorder of Deeds of Jo Daviess County, Illinois;

WHEREAS, the Board of Directors for the Walnut Hill Townhouse Assn., Inc. and the Owners desire to amend the Declaration to make certain changes related to the insuring of Townhome Units as specified within this Amendment;

WHEREAS, this Amendment has been approved by not less than seventy-five percent (75%) of the Owners, with such required percentage of Owners signing this Amendment; and

WHEREAS, this Amendment shall become effective upon Recordation in the Office of the Recorder of Deeds of Jo Daviess County, Illinois.

NOW THEREFORE, the Walnut Hill Townhome Declaration of Covenants, Conditions and Restrictions is hereby amended in accordance with the text that follows:

AMENDMENT

1. Article V “Insurance”, Section 5.02 “Townhome Unit Insurance” of the Declaration shall be amended as follows (deleted language represented by strike-outs and added language is underlined):

- (a) Each owner shall be responsible for procuring fire and all risk coverage insurance upon its Townhome Unit from a **nationally recognized insurance** carrier ~~designated by the Association~~ for not less than the full insurable replacement value thereof under a policy or policies of insurance with said ~~designated~~ carrier, in such form, and for such premiums and periods as each Owner may determine to be appropriate. The Association shall be named as an insured where its interests appear. Each Owner shall also be responsible for its own insurance on the contents of its Townhome Unit and furnishings and personal property therein, and its personal property stored elsewhere on the Premises.
- ~~(b) In order to avoid conflicting claims from the same loss, to obtain better insurance coverage for itself and all members and to achieve savings for all members, the Association shall designate from time to time an insurance carrier qualified to do business in the State of Illinois as the standard fire and extended coverage carrier for the Townhome Units and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners. The Association may also designate which agent of such carrier shall be the standard agent for such Owners and may also designate a new carrier and/or agent at any time, such change to be effective sixty (60) days thereafter.~~
- (c) ~~When the Association chooses to designate a standard insurance carrier for the Townhome Units, each Owner of a Townhome Unit shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of the Townhome Unit.~~ Any policy obtained **in accordance with the provisions of this Article V** shall provide that it may not be cancelled except upon thirty (30) days’ written notice to the Association. **Each Owner’s policy shall name the Association as an additional interest.**

[This section will be renumbered sub-section (b)]

- (d) Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance covering such Owner’s Townhome Unit, as required under this Section, is in effect. In the event an Owner

fails to procure or keep in effect a policy of insurance, as required under this Section, after written demand for the same is made upon such owner by the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's Townhome Unit with ~~the~~ **designated a nationally recognized insurance** carrier and the premium for such insurance shall be charged to such Owner as a special assessment and shall be a lien on such owner's Townhome Unit.

[This section will be renumbered sub-section (c)]

- (e) No Owner shall cause or permit anything to be done or kept in the Owner's Townhome Unit or upon the Premises which will result in the cancellation of insurance on such Owner's Townhome Unit, on any other Townhome Unit or on the Common Area.

[This section will be renumbered sub-section (d)]

- (f) Notwithstanding any provisions of this Section to the contrary, neither the Townhouse Association nor its Board, officers, employees or agents shall be liable to any Owner nor to any party claiming by, through or under an Owner or by reason of any interest in title to an Owner's Townhouse Unit for any act or omission to act under this Section by the Townhouse Association, its Board, officers, employees or agents.

[This section will be renumbered sub-section (e)]

END OF TEXT OF AMENDMENT

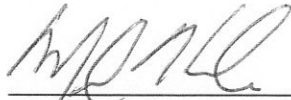
This instrument was prepared by:

KEAY & COSTELLO, P.C.
128 South County Farm Road
Wheaton, Illinois 60187
(630) 690-6446

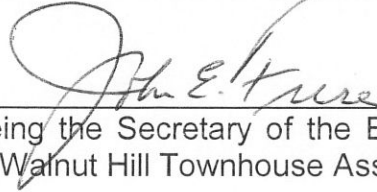
STATE OF ILLINOIS)
)ss
COUNTY OF JO DAVIESS)

The undersigned are the President and Secretary of the Board of Directors of Walnut Hill Townhouse Assn., Inc., and by our signatures below, do hereby execute the foregoing First Amendment to the Walnut Hill Townhome Declaration of Covenants, Conditions and Restrictions on behalf of the Board and Owners, and certify that said documents have been approved by not less than seventy-five percent (75%) of the Owners, with such Owners' approval being demonstrated by the attached written instruments.

EXECUTED this 2ND day of JULY, 2016.



Being the President of the Board of Directors of Walnut Hill Townhouse Assn., Inc.



Being the Secretary of the Board of Directors of Walnut Hill Townhouse Assn., Inc.

I, SUSAN R. MILLER, a Notary Public, hereby certify that on the above date, the above members of the Board of Directors of Walnut Hill Townhouse Assn., Inc., which members are personally known to me, appeared before me and acknowledged that, as such Board members, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

BY: Susan R. Miller

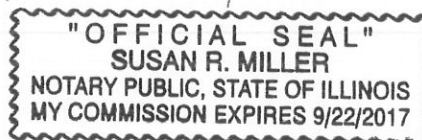


EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

BRANIGAR'S PLAT OF EAGLE RIDGE UNIT "Q" OF THE GALENA TERRITORY, A SUBDIVISION LOCATED IN THE SE ¼-SW ¼ OF SECTION 19, T28N, R2E OF THE FOURTH PRINCIPAL MERIDIAN, GUILFORD TOWNSHIP, JO DAVIESS COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 29, 1988, AS DOCUMENT NO. 193458, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 19;
THENCE N76°38'08"E 1582.26' TO THE POINT OF BEGINNING;
THENCE N6°00'00"E 34.35' TO A POINT OF CURVE;
THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHEAST, RADIUS 153.00', THE CHORD OF WHICH BEARS N33°29'42"E 141.27' TO A POINT OF TANGENT;
THENCE N60°59'24"E 152.40' TO A POINT OF NON-TANGENTIAL CURVE;
THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHEAST, RADIUS 133.00', THE CHORD OF WHICH BEARS N60°15'00"E 161.01';
THENCE N8°00'00"W 258.00';
THENCE N80°00'00"E 235.90';
THENCE S40°00'00"E 247.55';
THENCE S23°00'00"W 226.55';
THENCE N82°30'00"W 278.00' TO A POINT OF CURVE;
THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHEAST, RADIUS 67.00', THE CHORD OF WHICH BEARS S60°15'00"W 81.11' TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF A CURVE CONCAVE NORTHWEST, RADIUS 158.00', THE CHORD OF WHICH BEARS S53°30'00"W 160.38' TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHEAST, RADIUS 87.00', THE CHORD OF WHICH BEARS S45°00'00"W 109.50' TO A POINT OF TANGENT;
THENCE S6°00'00"W 28.92';
THENCE S89°00'00"W 35.86';
THENCE N86°00'00"W 30.43' TO THE POINT OF BEGINNING.

Walnut Hill Townhouse Association, Inc.

Amendment to the Declaration of Covenants, Conditions and Restrictions

March 2012

BALLOT

The Board of Directors of the Walnut Hill Townhouse Association, Inc. proposes that Section 5.02 of the Declaration of Covenants, Conditions and Restrictions be amended as follows:

5.02 Townhome Unit Insurance:

(a) Each owner shall be responsible for procuring fire and all risk coverage insurance upon its Townhome Unit from a **nationally recognized insurance** carrier ~~designated by the Association~~ for not less than the full insurable replacement value thereof under a policy or policies of insurance with said ~~designated~~ carrier, in such form, and for such premiums and periods as each Owner may determine to be appropriate. The Association shall be named as an insured where its interests appear. Each Owner shall also be responsible for its own insurance on the contents of its Townhome Unit and furnishings and personal property therein, and its personal property stored elsewhere on the Premises.

~~(b) In order to avoid conflicting claims from the same loss, to obtain better insurance coverage for itself and all members and to achieve savings for all members, the Association shall designate from time to time an insurance carrier qualified to do business in the State of Illinois as the standard fire and extended coverage carrier for the Townhome Units and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners. The Association may also designate which agent of such carrier shall be the standard agent for such Owners and may also designate a new carrier and/or agent at any time, such change to be effective sixty (60) days thereafter.~~

~~(c) When the Association chooses to designate a standard insurance carrier for the Townhome Units, each Owner of a Townhome Unit shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of the Townhome Unit. Any policy obtained **in accordance with the provisions of this Article V** shall provide that it may not be cancelled except upon thirty (30) days' written notice to the Association. **Each Owner's policy shall name the Association as an additional interest.**~~

[This section will be renumbered sub-section (b)]

(d) Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance covering such Owner's Townhome Unit, as required under this Section, is in effect. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section, after written demand for the same is made upon such owner by the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's

Townhome Unit with ~~the designated~~ **a nationally recognized insurance** carrier and the premium for such insurance shall be charged to such Owner as a special assessment and shall be a lien on such owner's Townhome Unit.

[This section will be renumbered sub-section (c)]

- (e) No Owner shall cause or permit anything to be done or kept in the Owner's Townhome Unit or upon the Premises which will result in the cancellation of insurance on such Owner's Townhome Unit, on any other Townhome Unit or on the Common Area.

[This section will be renumbered sub-section (d)]

- (f) Notwithstanding any provisions of this Section to the contrary, neither the Townhouse Association nor its Board, officers, employees or agents shall be liable to any Owner nor to any party claiming by, through or under an Owner or by reason of any interest in title to an Owner's Townhouse Unit for any act or omission to act under this Section by the Townhouse Association, its Board, officers, employees or agents.

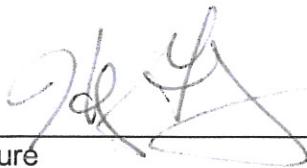
[This section will be renumbered sub-section (e)]

BALLOT

I vote to adopt the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

I vote against the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

3/15/2012
Date


Signature

WA-001
Unit Number

(Please return this ballot in the enclosed envelope by March 23, 2012.)

Walnut Hill Townhouse Association, Inc.

Amendment to the Declaration of Covenants, Conditions and Restrictions

March 2012

BALLOT

The Board of Directors of the Walnut Hill Townhouse Association, Inc. proposes that Section 5.02 of the Declaration of Covenants, Conditions and Restrictions be amended as follows:

5.02 Townhome Unit Insurance:

- (a) Each owner shall be responsible for procuring fire and all risk coverage insurance upon its Townhome Unit from a **nationally recognized insurance** carrier ~~designated by the Association~~ for not less than the full insurable replacement value thereof under a policy or policies of insurance with said ~~designated~~ carrier, in such form, and for such premiums and periods as each Owner may determine to be appropriate. The Association shall be named as an insured where its interests appear. Each Owner shall also be responsible for its own insurance on the contents of its Townhome Unit and furnishings and personal property therein, and its personal property stored elsewhere on the Premises.
- ~~(b) In order to avoid conflicting claims from the same loss, to obtain better insurance coverage for itself and all members and to achieve savings for all members, the Association shall designate from time to time an insurance carrier qualified to do business in the State of Illinois as the standard fire and extended coverage carrier for the Townhome Units and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners. The Association may also designate which agent of such carrier shall be the standard agent for such Owners and may also designate a new carrier and/or agent at any time, such change to be effective sixty (60) days thereafter.~~
- (c) ~~When the Association chooses to designate a standard insurance carrier for the Townhome Units, each Owner of a Townhome Unit shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of the Townhome Unit. Any policy obtained **in accordance with the provisions of this Article V** shall provide that it may not be cancelled except upon thirty (30) days' written notice to the Association. **Each Owner's policy shall name the Association as an additional interest.**~~
[This section will be renumbered sub-section (b)]
- (d) Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance covering such Owner's Townhome Unit, as required under this Section, is in effect. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section, after written demand for the same is made upon such owner by the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's

Townhome Unit with ~~the designated~~ a nationally recognized insurance carrier and the premium for such insurance shall be charged to such Owner as a special assessment and shall be a lien on such owner's Townhome Unit.

[This section will be renumbered sub-section (c)]

- (e) No Owner shall cause or permit anything to be done or kept in the Owner's Townhome Unit or upon the Premises which will result in the cancellation of insurance on such Owner's Townhome Unit, on any other Townhome Unit or on the Common Area.

[This section will be renumbered sub-section (d)]

- (f) Notwithstanding any provisions of this Section to the contrary, neither the Townhouse Association nor its Board, officers, employees or agents shall be liable to any Owner nor to any party claiming by, through or under an Owner or by reason of any interest in title to an Owner's Townhouse Unit for any act or omission to act under this Section by the Townhouse Association, its Board, officers, employees or agents.

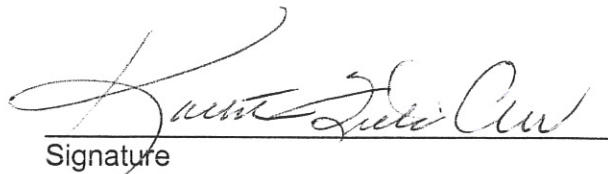
[This section will be renumbered sub-section (e)]

BALLOT

I vote to adopt the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

I vote against the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

3-13-2012
Date


Signature

WH08
Unit Number

(Please return this ballot in the enclosed envelope by March 23, 2012.)

Walnut Hill Townhouse Association, Inc.

Amendment to the Declaration of Covenants, Conditions and Restrictions

March 2012

BALLOT

The Board of Directors of the Walnut Hill Townhouse Association, Inc. proposes that Section 5.02 of the Declaration of Covenants, Conditions and Restrictions be amended as follows:

5.02 Townhome Unit Insurance:

- (a) Each owner shall be responsible for procuring fire and all risk coverage insurance upon its Townhome Unit from a **nationally recognized insurance** carrier ~~designated by the Association~~ for not less than the full insurable replacement value thereof under a policy or policies of insurance with said ~~designated~~ carrier, in such form, and for such premiums and periods as each Owner may determine to be appropriate. The Association shall be named as an insured where its interests appear. Each Owner shall also be responsible for its own insurance on the contents of its Townhome Unit and furnishings and personal property therein, and its personal property stored elsewhere on the Premises.
- ~~(b) In order to avoid conflicting claims from the same loss, to obtain better insurance coverage for itself and all members and to achieve savings for all members, the Association shall designate from time to time an insurance carrier qualified to do business in the State of Illinois as the standard fire and extended coverage carrier for the Townhome Units and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners. The Association may also designate which agent of such carrier shall be the standard agent for such Owners and may also designate a new carrier and/or agent at any time, such change to be effective sixty (60) days thereafter.~~
- (c) ~~When the Association chooses to designate a standard insurance carrier for the Townhome Units, each Owner of a Townhome Unit shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of the Townhome Unit. Any policy obtained **in accordance with the provisions of this Article V** shall provide that it may not be cancelled except upon thirty (30) days' written notice to the Association. **Each Owner's policy shall name the Association as an additional interest.**~~
[This section will be renumbered sub-section (b)]
- (d) Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance covering such Owner's Townhome Unit, as required under this Section, is in effect. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section, after written demand for the same is made upon such owner by the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's

Townhome Unit with ~~the designated~~ **a nationally recognized insurance** carrier and the premium for such insurance shall be charged to such Owner as a special assessment and shall be a lien on such owner's Townhome Unit.
[This section will be renumbered sub-section (c)]

(e) No Owner shall cause or permit anything to be done or kept in the Owner's Townhome Unit or upon the Premises which will result in the cancellation of insurance on such Owner's Townhome Unit, on any other Townhome Unit or on the Common Area.

[This section will be renumbered sub-section (d)]

(f) Notwithstanding any provisions of this Section to the contrary, neither the Townhouse Association nor its Board, officers, employees or agents shall be liable to any Owner nor to any party claiming by, through or under an Owner or by reason of any interest in title to an Owner's Townhouse Unit for any act or omission to act under this Section by the Townhouse Association, its Board, officers, employees or agents.

[This section will be renumbered sub-section (e)]

BALLOT

X I vote to adopt the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

 I vote against the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

3/12/12
Date

Janet Kwiatkowski Tree
Signature
WH-003
Unit Number

(Please return this ballot in the enclosed envelope by March 23, 2012.)

Walnut Hill Townhouse Association, Inc.

Amendment to the Declaration of Covenants, Conditions and Restrictions

March 2012

BALLOT

The Board of Directors of the Walnut Hill Townhouse Association, Inc. proposes that Section 5.02 of the Declaration of Covenants, Conditions and Restrictions be amended as follows:

5.02 Townhome Unit Insurance:

- (a) Each owner shall be responsible for procuring fire and all risk coverage insurance upon its Townhome Unit from a **nationally recognized insurance** carrier ~~designated by the Association~~ for not less than the full insurable replacement value thereof under a policy or policies of insurance with said ~~designated~~ carrier, in such form, and for such premiums and periods as each Owner may determine to be appropriate. The Association shall be named as an insured where its interests appear. Each Owner shall also be responsible for its own insurance on the contents of its Townhome Unit and furnishings and personal property therein, and its personal property stored elsewhere on the Premises.
- ~~(b) In order to avoid conflicting claims from the same loss, to obtain better insurance coverage for itself and all members and to achieve savings for all members, the Association shall designate from time to time an insurance carrier qualified to do business in the State of Illinois as the standard fire and extended coverage carrier for the Townhome Units and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners. The Association may also designate which agent of such carrier shall be the standard agent for such Owners and may also designate a new carrier and/or agent at any time, such change to be effective sixty (60) days thereafter.~~
- (c) ~~When the Association chooses to designate a standard insurance carrier for the Townhome Units, each Owner of a Townhome Unit shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of the Townhome Unit. Any policy obtained **in accordance with the provisions of this Article V** shall provide that it may not be cancelled except upon thirty (30) days' written notice to the Association. **Each Owner's policy shall name the Association as an additional interest.**~~
[This section will be renumbered sub-section (b)]
- (d) Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance covering such Owner's Townhome Unit, as required under this Section, is in effect. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section, after written demand for the same is made upon such owner by the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's

Townhome Unit with ~~the designated~~ **a nationally recognized insurance** carrier and the premium for such insurance shall be charged to such Owner as a special assessment and shall be a lien on such owner's Townhome Unit.

[This section will be renumbered sub-section (c)]

- (e) No Owner shall cause or permit anything to be done or kept in the Owner's Townhome Unit or upon the Premises which will result in the cancellation of insurance on such Owner's Townhome Unit, on any other Townhome Unit or on the Common Area.

[This section will be renumbered sub-section (d)]

- (f) Notwithstanding any provisions of this Section to the contrary, neither the Townhouse Association nor its Board, officers, employees or agents shall be liable to any Owner nor to any party claiming by, through or under an Owner or by reason of any interest in title to an Owner's Townhouse Unit for any act or omission to act under this Section by the Townhouse Association, its Board, officers, employees or agents.

[This section will be renumbered sub-section (e)]

BALLOT

I vote to adopt the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

I vote against the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

15 MAR 2012
Date


Signature

W4004
Unit Number

(Please return this ballot in the enclosed envelope by March 23, 2012.)

Walnut Hill Townhouse Association, Inc.

Amendment to the Declaration of Covenants, Conditions and Restrictions

March 2012

BALLOT

The Board of Directors of the Walnut Hill Townhouse Association, Inc. proposes that Section 5.02 of the Declaration of Covenants, Conditions and Restrictions be amended as follows:

5.02 Townhome Unit Insurance:

- (a) Each owner shall be responsible for procuring fire and all risk coverage insurance upon its Townhome Unit from a **nationally recognized insurance** carrier ~~designated by the Association~~ for not less than the full insurable replacement value thereof under a policy or policies of insurance with said ~~designated~~ carrier, in such form, and for such premiums and periods as each Owner may determine to be appropriate. The Association shall be named as an insured where its interests appear. Each Owner shall also be responsible for its own insurance on the contents of its Townhome Unit and furnishings and personal property therein, and its personal property stored elsewhere on the Premises.
- ~~(b) In order to avoid conflicting claims from the same loss, to obtain better insurance coverage for itself and all members and to achieve savings for all members, the Association shall designate from time to time an insurance carrier qualified to do business in the State of Illinois as the standard fire and extended coverage carrier for the Townhome Units and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners. The Association may also designate which agent of such carrier shall be the standard agent for such Owners and may also designate a new carrier and/or agent at any time, such change to be effective sixty (60) days thereafter.~~
- (c) ~~When the Association chooses to designate a standard insurance carrier for the Townhome Units, each Owner of a Townhome Unit shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of the Townhome Unit. Any policy obtained **in accordance with the provisions of this Article V** shall provide that it may not be cancelled except upon thirty (30) days' written notice to the Association. **Each Owner's policy shall name the Association as an additional interest.**~~
[This section will be renumbered sub-section (b)]
- (d) Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance covering such Owner's Townhome Unit, as required under this Section, is in effect. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section, after written demand for the same is made upon such owner by the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's

Townhome Unit with the designated **a nationally recognized insurance** carrier and the premium for such insurance shall be charged to such Owner as a special assessment and shall be a lien on such owner's Townhome Unit.

[This section will be renumbered sub-section (c)]

- (e) No Owner shall cause or permit anything to be done or kept in the Owner's Townhome Unit or upon the Premises which will result in the cancellation of insurance on such Owner's Townhome Unit, on any other Townhome Unit or on the Common Area.

[This section will be renumbered sub-section (d)]

- (f) Notwithstanding any provisions of this Section to the contrary, neither the Townhouse Association nor its Board, officers, employees or agents shall be liable to any Owner nor to any party claiming by, through or under an Owner or by reason of any interest in title to an Owner's Townhouse Unit for any act or omission to act under this Section by the Townhouse Association, its Board, officers, employees or agents.

[This section will be renumbered sub-section (e)]

BALLOT

I vote to adopt the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

I vote against the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

3-20-12
Date

Barbara S. Jappes
Signature

44-005
Unit Number

(Please return this ballot in the enclosed envelope by March 23, 2012.)

Walnut Hill Townhouse Association, Inc.

Amendment to the Declaration of Covenants, Conditions and Restrictions

March 2012

BALLOT

The Board of Directors of the Walnut Hill Townhouse Association, Inc. proposes that Section 5.02 of the Declaration of Covenants, Conditions and Restrictions be amended as follows:

5.02 Townhome Unit Insurance:

- (a) Each owner shall be responsible for procuring fire and all risk coverage insurance upon its Townhome Unit from a **nationally recognized insurance carrier** ~~designated by the Association~~ for not less than the full insurable replacement value thereof under a policy or policies of insurance with said ~~designated~~ carrier, in such form, and for such premiums and periods as each Owner may determine to be appropriate. The Association shall be named as an insured where its interests appear. Each Owner shall also be responsible for its own insurance on the contents of its Townhome Unit and furnishings and personal property therein, and its personal property stored elsewhere on the Premises.
- ~~(b) In order to avoid conflicting claims from the same loss, to obtain better insurance coverage for itself and all members and to achieve savings for all members, the Association shall designate from time to time an insurance carrier qualified to do business in the State of Illinois as the standard fire and extended coverage carrier for the Townhome Units and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners. The Association may also designate which agent of such carrier shall be the standard agent for such Owners and may also designate a new carrier and/or agent at any time, such change to be effective sixty (60) days thereafter.~~
- (c) ~~When the Association chooses to designate a standard insurance carrier for the Townhome Units, each Owner of a Townhome Unit shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of the Townhome Unit. Any policy obtained **in accordance with the provisions of this Article V** shall provide that it may not be cancelled except upon thirty (30) days' written notice to the Association. **Each Owner's policy shall name the Association as an additional interest.**~~
[This section will be renumbered sub-section (b)]
- (d) Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance covering such Owner's Townhome Unit, as required under this Section, is in effect. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section, after written demand for the same is made upon such owner by the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's

Townhome Unit with ~~the designated~~ **a nationally recognized insurance** carrier and the premium for such insurance shall be charged to such Owner as a special assessment and shall be a lien on such owner's Townhome Unit.

[This section will be renumbered sub-section (c)]

- (e) No Owner shall cause or permit anything to be done or kept in the Owner's Townhome Unit or upon the Premises which will result in the cancellation of insurance on such Owner's Townhome Unit, on any other Townhome Unit or on the Common Area.

[This section will be renumbered sub-section (d)]

- (f) Notwithstanding any provisions of this Section to the contrary, neither the Townhouse Association nor its Board, officers, employees or agents shall be liable to any Owner nor to any party claiming by, through or under an Owner or by reason of any interest in title to an Owner's Townhouse Unit for any act or omission to act under this Section by the Townhouse Association, its Board, officers, employees or agents.

[This section will be renumbered sub-section (e)]

BALLOT

X I vote to adopt the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

 I vote against the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

March 14 2012
Date

John E. H. [Signature]
Signature
6
Unit Number

(Please return this ballot in the enclosed envelope by March 23, 2012.)

Walnut Hill Townhouse Association, Inc.

Amendment to the Declaration of Covenants, Conditions and Restrictions

March 2012

BALLOT

The Board of Directors of the Walnut Hill Townhouse Association, Inc. proposes that Section 5.02 of the Declaration of Covenants, Conditions and Restrictions be amended as follows:

5.02 Townhome Unit Insurance:

- (a) Each owner shall be responsible for procuring fire and all risk coverage insurance upon its Townhome Unit from a **nationally recognized insurance** carrier ~~designated by the Association~~ for not less than the full insurable replacement value thereof under a policy or policies of insurance with said ~~designated~~ carrier, in such form, and for such premiums and periods as each Owner may determine to be appropriate. The Association shall be named as an insured where its interests appear. Each Owner shall also be responsible for its own insurance on the contents of its Townhome Unit and furnishings and personal property therein, and its personal property stored elsewhere on the Premises.
- ~~(b) In order to avoid conflicting claims from the same loss, to obtain better insurance coverage for itself and all members and to achieve savings for all members, the Association shall designate from time to time an insurance carrier qualified to do business in the State of Illinois as the standard fire and extended coverage carrier for the Townhome Units and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners. The Association may also designate which agent of such carrier shall be the standard agent for such Owners and may also designate a new carrier and/or agent at any time, such change to be effective sixty (60) days thereafter.~~
- (c) ~~When the Association chooses to designate a standard insurance carrier for the Townhome Units, each Owner of a Townhome Unit shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of the Townhome Unit.~~ Any policy obtained **in accordance with the provisions of this Article V** shall provide that it may not be cancelled except upon thirty (30) days' written notice to the Association. **Each Owner's policy shall name the Association as an additional interest.**
[This section will be renumbered sub-section (b)]
- (d) Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance covering such Owner's Townhome Unit, as required under this Section, is in effect. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section, after written demand for the same is made upon such owner by the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's

Townhome Unit with the designated **a nationally recognized insurance** carrier and the premium for such insurance shall be charged to such Owner as a special assessment and shall be a lien on such owner's Townhome Unit.

[This section will be renumbered sub-section (c)]

- (e) No Owner shall cause or permit anything to be done or kept in the Owner's Townhome Unit or upon the Premises which will result in the cancellation of insurance on such Owner's Townhome Unit, on any other Townhome Unit or on the Common Area.

[This section will be renumbered sub-section (d)]

- (f) Notwithstanding any provisions of this Section to the contrary, neither the Townhouse Association nor its Board, officers, employees or agents shall be liable to any Owner nor to any party claiming by, through or under an Owner or by reason of any interest in title to an Owner's Townhouse Unit for any act or omission to act under this Section by the Townhouse Association, its Board, officers, employees or agents.

[This section will be renumbered sub-section (e)]

BALLOT

X I vote to adopt the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

_____ I vote against the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

3-14-12
Date

Brenda Hebrank
Signature

WH07
Unit Number

(Please return this ballot in the enclosed envelope by March 23, 2012.)

Walnut Hill Townhouse Association, Inc.

Amendment to the Declaration of Covenants, Conditions and Restrictions

March 2012

BALLOT

The Board of Directors of the Walnut Hill Townhouse Association, Inc. proposes that Section 5.02 of the Declaration of Covenants, Conditions and Restrictions be amended as follows:

5.02 Townhome Unit Insurance:

- (a) Each owner shall be responsible for procuring fire and all risk coverage insurance upon its Townhome Unit from a **nationally recognized insurance** carrier ~~designated by the Association~~ for not less than the full insurable replacement value thereof under a policy or policies of insurance with said ~~designated~~ carrier, in such form, and for such premiums and periods as each Owner may determine to be appropriate. The Association shall be named as an insured where its interests appear. Each Owner shall also be responsible for its own insurance on the contents of its Townhome Unit and furnishings and personal property therein, and its personal property stored elsewhere on the Premises.
- ~~(b) In order to avoid conflicting claims from the same loss, to obtain better insurance coverage for itself and all members and to achieve savings for all members, the Association shall designate from time to time an insurance carrier qualified to do business in the State of Illinois as the standard fire and extended coverage carrier for the Townhome Units and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners. The Association may also designate which agent of such carrier shall be the standard agent for such Owners and may also designate a new carrier and/or agent at any time, such change to be effective sixty (60) days thereafter.~~
- (c) ~~When the Association chooses to designate a standard insurance carrier for the Townhome Units, each Owner of a Townhome Unit shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of the Townhome Unit.~~ Any policy obtained **in accordance with the provisions of this Article V** shall provide that it may not be cancelled except upon thirty (30) days' written notice to the Association. **Each Owner's policy shall name the Association as an additional interest.**
[This section will be renumbered sub-section (b)]
- (d) Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance covering such Owner's Townhome Unit, as required under this Section, is in effect. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section, after written demand for the same is made upon such owner by the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's

Townhome Unit with ~~the designated~~ **a nationally recognized insurance** carrier and the premium for such insurance shall be charged to such Owner as a special assessment and shall be a lien on such owner's Townhome Unit.
[This section will be renumbered sub-section (c)]

(e) No Owner shall cause or permit anything to be done or kept in the Owner's Townhome Unit or upon the Premises which will result in the cancellation of insurance on such Owner's Townhome Unit, on any other Townhome Unit or on the Common Area.
[This section will be renumbered sub-section (d)]

(f) Notwithstanding any provisions of this Section to the contrary, neither the Townhouse Association nor its Board, officers, employees or agents shall be liable to any Owner nor to any party claiming by, through or under an Owner or by reason of any interest in title to an Owner's Townhouse Unit for any act or omission to act under this Section by the Townhouse Association, its Board, officers, employees or agents.
[This section will be renumbered sub-section (e)]

BALLOT

X I vote to adopt the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

 I vote against the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

3/18/12
Date

[Signature]
Signature
8
Unit Number

(Please return this ballot in the enclosed envelope by March 23, 2012.)

Walnut Hill Townhouse Association, Inc.

Amendment to the Declaration of Covenants, Conditions and Restrictions

March 2012

BALLOT

The Board of Directors of the Walnut Hill Townhouse Association, Inc. proposes that Section 5.02 of the Declaration of Covenants, Conditions and Restrictions be amended as follows:

5.02 Townhome Unit Insurance:

(a) Each owner shall be responsible for procuring fire and all risk coverage insurance upon its Townhome Unit from a **nationally recognized insurance carrier** ~~designated by the Association~~ for not less than the full insurable replacement value thereof under a policy or policies of insurance with said ~~designated~~ carrier, in such form, and for such premiums and periods as each Owner may determine to be appropriate. The Association shall be named as an insured where its interests appear. Each Owner shall also be responsible for its own insurance on the contents of its Townhome Unit and furnishings and personal property therein, and its personal property stored elsewhere on the Premises.

~~(b) In order to avoid conflicting claims from the same loss, to obtain better insurance coverage for itself and all members and to achieve savings for all members, the Association shall designate from time to time an insurance carrier qualified to do business in the State of Illinois as the standard fire and extended coverage carrier for the Townhome Units and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners. The Association may also designate which agent of such carrier shall be the standard agent for such Owners and may also designate a new carrier and/or agent at any time, such change to be effective sixty (60) days thereafter.~~

~~(c) When the Association chooses to designate a standard insurance carrier for the Townhome Units, each Owner of a Townhome Unit shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of the Townhome Unit. Any policy obtained **in accordance with the provisions of this Article V** shall provide that it may not be cancelled except upon thirty (30) days' written notice to the Association. **Each Owner's policy shall name the Association as an additional interest.**~~

~~[This section will be renumbered sub-section (b)]~~

(d) Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance covering such Owner's Townhome Unit, as required under this Section, is in effect. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section, after written demand for the same is made upon such owner by the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's

Townhome Unit with ~~the designated~~ **a nationally recognized insurance** carrier and the premium for such insurance shall be charged to such Owner as a special assessment and shall be a lien on such owner's Townhome Unit.

[This section will be renumbered sub-section (c)]

- (e) No Owner shall cause or permit anything to be done or kept in the Owner's Townhome Unit or upon the Premises which will result in the cancellation of insurance on such Owner's Townhome Unit, on any other Townhome Unit or on the Common Area.

[This section will be renumbered sub-section (d)]

- (f) Notwithstanding any provisions of this Section to the contrary, neither the Townhouse Association nor its Board, officers, employees or agents shall be liable to any Owner nor to any party claiming by, through or under an Owner or by reason of any interest in title to an Owner's Townhouse Unit for any act or omission to act under this Section by the Townhouse Association, its Board, officers, employees or agents.

[This section will be renumbered sub-section (e)]

BALLOT

X I vote to adopt the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

 I vote against the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

3/20/12
Date

Ryan Slattery
Signature
WH 09
Unit Number

Ryan Slattery
Slattery Farms,
Inc

(Please return this ballot in the enclosed envelope by March 23, 2012.)

Walnut Hill Townhouse Association, Inc.

Amendment to the Declaration of Covenants, Conditions and Restrictions

March 2012

BALLOT

The Board of Directors of the Walnut Hill Townhouse Association, Inc. proposes that Section 5.02 of the Declaration of Covenants, Conditions and Restrictions be amended as follows:

5.02 Townhome Unit Insurance:

- (a) Each owner shall be responsible for procuring fire and all risk coverage insurance upon its Townhome Unit from a **nationally recognized insurance** carrier ~~designated by the Association~~ for not less than the full insurable replacement value thereof under a policy or policies of insurance with said ~~designated~~ carrier, in such form, and for such premiums and periods as each Owner may determine to be appropriate. The Association shall be named as an insured where its interests appear. Each Owner shall also be responsible for its own insurance on the contents of its Townhome Unit and furnishings and personal property therein, and its personal property stored elsewhere on the Premises.
- ~~(b) In order to avoid conflicting claims from the same loss, to obtain better insurance coverage for itself and all members and to achieve savings for all members, the Association shall designate from time to time an insurance carrier qualified to do business in the State of Illinois as the standard fire and extended coverage carrier for the Townhome Units and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners. The Association may also designate which agent of such carrier shall be the standard agent for such Owners and may also designate a new carrier and/or agent at any time, such change to be effective sixty (60) days thereafter.~~
- (c) ~~When the Association chooses to designate a standard insurance carrier for the Townhome Units, each Owner of a Townhome Unit shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of the Townhome Unit. Any policy obtained **in accordance with the provisions of this Article V** shall provide that it may not be cancelled except upon thirty (30) days' written notice to the Association. **Each Owner's policy shall name the Association as an additional interest.**~~
[This section will be renumbered sub-section (b)]
- (d) Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance covering such Owner's Townhome Unit, as required under this Section, is in effect. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section, after written demand for the same is made upon such owner by the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's

Townhome Unit with ~~the designated~~ **a nationally recognized insurance** carrier and the premium for such insurance shall be charged to such Owner as a special assessment and shall be a lien on such owner's Townhome Unit.

[This section will be renumbered sub-section (c)]

- (e) No Owner shall cause or permit anything to be done or kept in the Owner's Townhome Unit or upon the Premises which will result in the cancellation of insurance on such Owner's Townhome Unit, on any other Townhome Unit or on the Common Area.

[This section will be renumbered sub-section (d)]

- (f) Notwithstanding any provisions of this Section to the contrary, neither the Townhouse Association nor its Board, officers, employees or agents shall be liable to any Owner nor to any party claiming by, through or under an Owner or by reason of any interest in title to an Owner's Townhouse Unit for any act or omission to act under this Section by the Townhouse Association, its Board, officers, employees or agents.

[This section will be renumbered sub-section (e)]

BALLOT

I vote to adopt the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

I vote against the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

3/16/12
Date

Adam Eschendorf
Signature

WH-10
Unit Number

(Please return this ballot in the enclosed envelope by March 23, 2012.)

Walnut Hill Townhouse Association, Inc.

Amendment to the Declaration of Covenants, Conditions and Restrictions

March 2012

BALLOT

The Board of Directors of the Walnut Hill Townhouse Association, Inc. proposes that Section 5.02 of the Declaration of Covenants, Conditions and Restrictions be amended as follows:

5.02 Townhome Unit Insurance:

- (a) Each owner shall be responsible for procuring fire and all risk coverage insurance upon its Townhome Unit from a **nationally recognized insurance** carrier ~~designated by the Association~~ for not less than the full insurable replacement value thereof under a policy or policies of insurance with said ~~designated~~ carrier, in such form, and for such premiums and periods as each Owner may determine to be appropriate. The Association shall be named as an insured where its interests appear. Each Owner shall also be responsible for its own insurance on the contents of its Townhome Unit and furnishings and personal property therein, and its personal property stored elsewhere on the Premises.
- ~~(b) In order to avoid conflicting claims from the same loss, to obtain better insurance coverage for itself and all members and to achieve savings for all members, the Association shall designate from time to time an insurance carrier qualified to do business in the State of Illinois as the standard fire and extended coverage carrier for the Townhome Units and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners. The Association may also designate which agent of such carrier shall be the standard agent for such Owners and may also designate a new carrier and/or agent at any time, such change to be effective sixty (60) days thereafter.~~
- (c) ~~When the Association chooses to designate a standard insurance carrier for the Townhome Units, each Owner of a Townhome Unit shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of the Townhome Unit. Any policy obtained **in accordance with the provisions of this Article V** shall provide that it may not be cancelled except upon thirty (30) days' written notice to the Association. **Each Owner's policy shall name the Association as an additional interest.**~~
[This section will be renumbered sub-section (b)]
- (d) Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance covering such Owner's Townhome Unit, as required under this Section, is in effect. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section, after written demand for the same is made upon such owner by the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's

Townhome Unit with the designated **a nationally recognized insurance** carrier and the premium for such insurance shall be charged to such Owner as a special assessment and shall be a lien on such owner's Townhome Unit.
[This section will be renumbered sub-section (c)]

(e) No Owner shall cause or permit anything to be done or kept in the Owner's Townhome Unit or upon the Premises which will result in the cancellation of insurance on such Owner's Townhome Unit, on any other Townhome Unit or on the Common Area.
[This section will be renumbered sub-section (d)]

(f) Notwithstanding any provisions of this Section to the contrary, neither the Townhouse Association nor its Board, officers, employees or agents shall be liable to any Owner nor to any party claiming by, through or under an Owner or by reason of any interest in title to an Owner's Townhouse Unit for any act or omission to act under this Section by the Townhouse Association, its Board, officers, employees or agents.
[This section will be renumbered sub-section (e)]

BALLOT

X I vote to adopt the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

_____ I vote against the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

March 9, 2012
Date

Oliver G. Westman
Signature

11
Unit Number

(Please return this ballot in the enclosed envelope by March 23, 2012.)

Walnut Hill Townhouse Association, Inc.

Amendment to the Declaration of Covenants, Conditions and Restrictions

March 2012

BALLOT

The Board of Directors of the Walnut Hill Townhouse Association, Inc. proposes that Section 5.02 of the Declaration of Covenants, Conditions and Restrictions be amended as follows:

5.02 Townhome Unit Insurance:

- (a) Each owner shall be responsible for procuring fire and all risk coverage insurance upon its Townhome Unit from a **nationally recognized insurance** carrier ~~designated by the Association~~ for not less than the full insurable replacement value thereof under a policy or policies of insurance with said ~~designated~~ carrier, in such form, and for such premiums and periods as each Owner may determine to be appropriate. The Association shall be named as an insured where its interests appear. Each Owner shall also be responsible for its own insurance on the contents of its Townhome Unit and furnishings and personal property therein, and its personal property stored elsewhere on the Premises.
- ~~(b) In order to avoid conflicting claims from the same loss, to obtain better insurance coverage for itself and all members and to achieve savings for all members, the Association shall designate from time to time an insurance carrier qualified to do business in the State of Illinois as the standard fire and extended coverage carrier for the Townhome Units and if such carrier so requires, the Association shall designate which agent of such carrier shall be the standard agent for such Owners. The Association may also designate which agent of such carrier shall be the standard agent for such Owners and may also designate a new carrier and/or agent at any time, such change to be effective sixty (60) days thereafter.~~
- (c) ~~When the Association chooses to designate a standard insurance carrier for the Townhome Units, each Owner of a Townhome Unit shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association), to the extent of full replacement value of the Townhome Unit. Any policy obtained **in accordance with the provisions of this Article V** shall provide that it may not be cancelled except upon thirty (30) days' written notice to the Association. **Each Owner's policy shall name the Association as an additional interest.**~~
[This section will be renumbered sub-section (b)]
- (d) Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance covering such Owner's Townhome Unit, as required under this Section, is in effect. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section, after written demand for the same is made upon such owner by the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's

Townhome Unit with ~~the designated~~ **a nationally recognized insurance** carrier and the premium for such insurance shall be charged to such Owner as a special assessment and shall be a lien on such owner's Townhome Unit.

[This section will be renumbered sub-section (c)]

- (e) No Owner shall cause or permit anything to be done or kept in the Owner's Townhome Unit or upon the Premises which will result in the cancellation of insurance on such Owner's Townhome Unit, on any other Townhome Unit or on the Common Area.

[This section will be renumbered sub-section (d)]

- (f) Notwithstanding any provisions of this Section to the contrary, neither the Townhouse Association nor its Board, officers, employees or agents shall be liable to any Owner nor to any party claiming by, through or under an Owner or by reason of any interest in title to an Owner's Townhouse Unit for any act or omission to act under this Section by the Townhouse Association, its Board, officers, employees or agents.

[This section will be renumbered sub-section (e)]

BALLOT

I vote to adopt the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

I vote against the proposed amendments to the Declaration of Covenants, Conditions and Restrictions shown above.

March 13, 2012
Date

Janet Charbawke
Signature

12
Unit Number

(Please return this ballot in the enclosed envelope by March 23, 2012.)