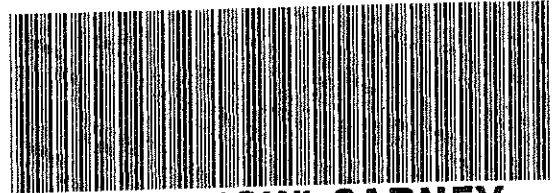


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**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

**FOR**

**PRINCE CROSSING FARM SUBDIVISION**

PREPARED BY AND MAIL TO:  
MARY E. McSWAIN, P.C.  
ATTORNEY AT LAW  
311 S. COUNTY FARM RD., #A  
WHEATON, IL 60187

PERMANENT PARCEL NO:

04-03-214-002

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

**FOR**

**PRINCE CROSSING FARM**

THIS DECLARATION is made this 16<sup>th</sup> day of June, 2003, by Prince Crossing, L.L.C.; Airhart Construction Corporation, an Illinois Corporation; and Faganel Development Company, an Illinois Corporation (hereinafter collectively referred to as "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of the real property commonly known as **Prince Crossing Farm Subdivision ("Prince Crossing Farm")** and legally described in Exhibit A of this Declaration; and

WHEREAS, the Declarant desires to develop "Prince Crossing Farm" as a residential community; and

WHEREAS, the Declarant desires to preserve the values and amenities, in said community by subjecting the property owned by it and described herein to the covenants, restrictions and easements, hereinafter set forth, each and all of which is and are for the benefit of said property; and

NOW, THEREFORE, Declarant declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions and easements hereinafter set forth.

**ARTICLE I**

**Property Subject to this Declaration**

**Section 1. Existing Subdivided Property**

The real property legally described in Exhibit A, which is attached and made a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

**Section 2. Burden Upon the Property**

The Declarant declares that this Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and shall be binding upon each and every owner and his or her respective mortgagees, heirs, administrators, executors, legal representatives, successors and assigns, purchasers, and lessees. By the recording or acceptance of the conveyance of property or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept

Prince Crossing Farm Subdivision Declaration

V2

Page 1 of 15

and agree to be bound by the provisions of this Declaration.

### **Section 3. Additional Property**

The Declarant may subject any other property to this Declaration. The Declarant may take such action at any time and shall be solely at its discretion.

In order to subject additional property to this Declaration, the Declarant shall execute and record a supplementary declaration which shall indicate the action being taken and which shall contain a legal description of the property which is the subject of the supplementary declaration.

Upon execution and recordation of a supplementary declaration, the property covered therein shall be subject to the covenants, restrictions and easements set forth in this Declaration. Said covenants, restrictions and easements shall run with and bind the property covered by the supplementary declaration and shall inure to the benefit of and be the personal obligation of the owner of said property in the same manner and to the same extent and with the same force and effect as this Declaration.

## **ARTICLE II**

### **General Purposes**

The purpose of this Declaration is to insure proper use and appropriate development and improvements of the subject property and to provide for high standards of maintenance in the subdivision so as to ensure a residential community of the highest quality and character for the benefit and convenience of all owners of property and all residents of Prince Crossing Farm.

## **ARTICLE III**

### **Architectural Standards and Restrictions**

#### **Section 1. Single Family**

All lots shall be used for single family private residence purposes, and no dwellings other than a single family private residence with a minimum of an attached two-car garage, shall at any time be constructed or maintained. No more than one residence shall be erected or maintained on any lot.

#### **Section 2. Exteriors of Dwelling Units**

- a. All residences shall be delivered with fully sodded lots, required parkway trees and a minimum of a \$2,500.00 landscape package. If weather does not allow installation at time of closing, then the sod and landscaping shall be installed within 30 days of the date weather is conducive.
- b. 1. Plan Approval. It is understood and agreed that the purpose of architectural controls for

Prince Crossing Farm Subdivision Declaration

V2

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the property is to secure an attractive, harmonious residential development having continuing appeal. No construction of a building, fence, wall, or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration thereto be made (except interior alterations) until the construction plans and specifications, showing the nature, kind, shape, height, and materials, color scheme, and proposed location on lot and approximate cost of such building or other structure shall have been submitted to and approved in writing by Declarant. Declarant shall have the right to refuse to approve any such construction plans or specifications which are not suitable or desirable in the opinion of Declarant, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, Declarant shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the compatibility with the adjacent or neighboring properties.

All plans specifications, and other materials pertinent to any proposed construction shall be submitted to the office of R. A. Faganel Builders, 1387 Wind Energy Pass, Batavia, IL 60510, as agent for Declarant, for approval or disapproval. A report in writing setting for the decision, and the reasons therefore shall thereafter be transmitted to the applicant by within thirty (30) days after the date of filing the plans, specifications, and other material by the applicant. The Declarant, its agent, following the submission of the aforesaid, will aid and assist the prospective residents, or their agents, and will make every attempt to reasonably cooperate with the wishes of the lot owner. Lot owners are encouraged to submit preliminary sketches for "informal comment" prior to the submittal of architectural drawings and specifications for full review. In the event (a) Declarant, through its agent fails to approve or disapprove within sixty (60) days after submission, the final plans, specifications, or other material, as required in this Declaration; or (b) no suit to enjoin construction has been filed within sixty (60) days after commencement of such construction, approval shall not be required, provided, however, that all other provisions of this Declaration shall be fully complied with.

Provided, however, that the provisions of the preceding two paragraphs do not relate to the original Declarants.

- ii Assignment of Authority. The rights and authorities established by this Article III shall be personal to Declarant, or its agent, but may be assigned by Declarant, to such other person, and thereafter from time to time assigned, as Declarant, or its successors or assigns, may deem appropriate. An assignment of the Declarant's rights and authorities pursuant to this Article III may only be accomplished by written instrument expressly referencing this Article III, duly executed by the assignor, accepted by the assignee, and recorded with the DuPage County Recorder of Deeds. Declarant may at any time terminate the architectural controls established hereunder by written instrument recorded with the DuPage County Recorder of Deeds, without the consent of any lot owner within the Subject Property.

### **Section 3. Signs**

No signs of any kind shall be erected in or visible from exterior windows or erected on any lot in Prince Crossing Farm except for any marketing signs installed by the Declarant, its successors and assigns and except for "For Sale" signs no larger than 24" x 24" which shall be permitted in accordance with the ordinances of the appropriate governmental authority.

### **Section 4. Animals**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that no more than 3 pets shall be allowed per household and provided that they are not kept, bred, or maintained for any commercial purpose. No household pets of any type whatsoever shall be kept, maintained, or housed anywhere on any of the lots except inside the dwelling units.

No household pets shall be allowed outside the dwelling unit unless the pet is on a leash or in a confined area. Animals shall not be allowed to run loose. Owners of household pets shall clean up after their pets and shall be responsible to repair and pay for any damage caused by the animal. Owners in Prince Crossing Farm shall be likewise responsible for and be subject to these provisions for the household pets of their guests.

### **Section 5. Condition of Property**

No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any lot and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the parcels or lots. No trash, garbage, or other waste shall be stored, kept, or maintained anywhere except within the dwelling units or the garages on each of the lots except on such days as such trash, garbage, or other waste material is to be collected and removed.

The hanging of laundry or laundry drying equipment outside a residence is prohibited.

### **Section 6. Antennae and Satellite Dishes**

No radio antennae or satellite dishes, except for satellite dishes of 24" in diameter or smaller, may be erected, installed, or maintained temporarily or permanently, on any lot in Prince Crossing Farm. Any such allowed dish shall be located at rear of home and not visible from street and if placed on the ground, shall be surrounded by landscaping.

### **Section 7. Fences**

No fences or similar barriers shall be constructed on any Lot unless said fence conforms to the following specifications:

- a. If a wood fence:
  - i. Wood or similar material, board on board (shadow box) fence;

- ii. 1 x 6 boards, spaced edge-to-edge and back-to-back to comply with percent open and closed per City ordinance;
  - iii. 4 x 4 posts with wood (cedar) cap, set 42" into ground and 8 feet +/- on center, with concrete footings;
  - iv. Two 2 x 4 back rails (1-1/2 " wide); one at the top of the boards and one 12" up from the bottom of the boards;
  - vi. See Exhibit "C" attached for an example.
- b. If an iron fence:
- i. Jerith #202 (black) or comparable product of same style (see Exhibit "C").
- c. All fences:
- ii. must be placed at least 10 feet back from the front of home and garage;
  - iii. Height not to exceed 5 feet, unless a higher fence is required to comply with City codes (such as requirements for a pool);

This provision shall not apply to restrict any barrier fences built by the Declarant and placed near the property borders of the Subdivision.

#### **Section 8. Motor Vehicles**

- a. No truck, van or other commercial vehicle, other than those used for the owner's personal use shall be permitted upon any lot except when said truck, van or commercial vehicle is actually delivering, unloading, or loading personal property to and from the premises or except for any truck, van or commercial vehicle which is restricted to the interior confines of a private garage, the intention being to prevent unnecessary, excessive, and continuous open parking of trucks, vans or commercial vehicles upon any lots.
- b. No boats or boat trailers, hauler trailers, travel trailers, snowmobiles, airplanes, motorized homes, recreational vehicles, or buses shall be maintained or parked on any part of said property unless restricted to the interior confines of a private garage.
- c. No snowmobile, dune buggy, all terrain vehicles, or similar motorized device may be operated anywhere within Prince Crossing Farm.

### **Section 9. Home Occupation**

All lots in Prince Crossing Farm may be used only for residential purposes, provided, however, that an owner may conduct his or her occupation in the residence provided that the following conditions are met:

- i. No commercial activities open to the public shall be permitted;
- ii. Only office use shall be allowed;
- iii. Only the owner of the residence and any resident thereof shall be permitted to conduct the home occupation;
- iv. No clients shall be permitted to come to the residence;
- v. No signs shall be permitted;
- vi. All ordinances and regulations of the appropriate governmental authority shall be complied with.

### **Section 10. Quiet Enjoyment**

No unlawful, noxious, or offensive activity shall be carried on or in any lot or residence, nor shall anything be done either willfully or negligently, which may become an annoyance or nuisance to any resident of The Reserve at Cornerstone.

No owner or occupant shall operate any machines, appliances, accessories, or equipment in such manner as to cause an unreasonable disturbance to others.

### **Section 11. Mailboxes**

Mailboxes will be Bacova Guild Fiberglass box on 4 x 4 cedar post as shown in Builder's model.

### **Section 12. Accessory Storage Structures**

No accessory storage structures shall be constructed, placed or maintained on any lot within the subject property.

### **Section 13. Above Ground Swimming Pools**

No above ground swimming pools, excluding children's wading pools, shall be erected, placed or utilized on any lot within the subdivision property.

#### **Section 14. Driveways**

Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material and shall have a wearing surface of asphalt, concrete or the equivalent. The final surface course shall be completed within twelve (12) months following the issuance of the occupancy permit.

#### **Section 15. Application of Government Regulations**

All structures to be erected shall comply with all government regulations, including zoning and building codes.

#### **Section 17. Rights of Declarant**

Notwithstanding any of the above provisions, the Declarant may maintain, while engaged in construction and sales activities, in or upon such portions of the Property as Declarant shall determine, such temporary facilities as in its sole discretion may be necessary or convenient including, but without limitation, offices, storage areas, model units, signs, temporary fencing, monuments and sales and construction trailers.

#### **Section 18. Playsets or Swingsets**

Playsets and/or swingsets shall be subject to the review provisions of Article III, Section 2(b)(i). All playsets or swingsets must be placed at the rear of residence and may not be placed within the required building line setbacks, and not within required side or rear yard easements.

### **ARTICLE IV**

### **EASEMENTS**

#### **Section 1. Easements for Utilities**

Easements for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of sewer, water, gas, drainage, electric, telephone, cable or other public utility services shall be granted as shown on the plat of subdivision or any supplement thereto. Further, any additional easements for such purposes may be granted by the Declarant, at any time for the purpose of obtaining such utility services.

The Declarant, its successors, assigns and invitees, shall at all times have the right of ingress and egress over said easements for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating, and inspecting any sewer, gas, water, electric, telephone, cable or other public utility or drainage facilities within said easements.

The provisions of this Declaration concerning rights, violations, enforcement, and severability are hereby made a part of the foregoing provisions relating to perpetual sewer, water, gas, drainage, and other easements, and notwithstanding any amendment to any other provisions



of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

## **Section 2. Easement Rights**

The Declarant, its successors and assigns, and any party for whose benefit easements are granted pursuant to the terms hereof, shall have the right to do whatever may be requisite for the enjoyment of the easement rights herein granted including the right to clear said easement areas of timber, trees, or shrubs, or any building, fence, structure, or paving erected on or installed within the easement areas, and no charge, claim or demand may be made against such parties for any such activities in the exercise of such rights.

## **Section 3. Easements - Government Authorities**

Police, fire, water, health, and other authorized municipal officials, employees, and vehicles shall have the right of ingress and egress over all property subject to this Declaration for performance of official duties.

## **Section 4. Easements for Declarant**

During the period of construction and/or marketing of the Subdivision, the Declarant shall have the right of ingress and egress, and the right to install any improvements, over, across, and through the easement areas.

## **Section 5. Easement Rights Prior to Dedication of Public Improvements**

Pursuant to the provisions of a certain Subdivision Improvement Agreement, the Declarant has agreed to dedicate or to convey where applicable to the City of West Chicago the on-site and off-site water distribution and sanitary sewer systems; the on-site and off-site storm water and storm drainage facilities and the public roads and highway systems as designated on the final plat ("Subdivision Improvements"). Said Subdivision Improvement Agreement further provides that the dedication or conveyance of the Subdivision Improvements shall not take place until the City of West Chicago has approved and accepted the same.

Therefore, the Declarant hereby reserves unto itself and grants to any party acquiring an interest in any lot prior to the dedication or conveyance of the respective Subdivision Improvements and their successors, assigns, invitees or agents the following easements:

(a) a non-exclusive easement for ingress, egress and access, over, upon and under the parts of the subdivision depicted on the final plat as dedicated public roads and highway systems;

(b) a non-exclusive easement for the on-going day-to-day use of and for access to the following for reconstruction, maintenance, repair, operation and inspection of the on-site and off-site water distribution system; the on-site and off-site sanitary sewer system; the on-site and off-site storm water and storm drainage facilities and any other public utility system installed by the Declarant.

(c) Notwithstanding any other term or provision contained in this Declaration, the rights created pursuant to the provisions of this Article IV, Section V shall terminate, without further action of the Declarant, upon dedication or conveyance of the respective Subdivision Improvements to the City of West Chicago.

#### **Section 6. Easements Running with the Land**

All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, legal representatives, successors, and assigns, for the benefit of all the lots of Prince Crossing Farm and except as provided in Article IV, Section V hereof shall be perpetually in full force and effect.

Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants described in this Article, or described in any other part of this Declaration or other documents relating thereto, shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

### **ARTICLE V**

#### **General Provisions**

##### **Section 1. Duration**

The covenants, restrictions and easements as delineated in this Declaration shall run with and bind the land. They shall inure to the benefit of and be enforceable by the Declarant or the owner of any lot subject to this Declaration, their respective grantees, heirs, administrators, executors, legal representatives, successors and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants, restrictions and easements shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of sixty-six percent of the lots in Prince Crossing Farm has been recorded agreeing to change said covenants, restriction and easements in whole or in part. No such agreement to change shall be effective unless made and recorded one year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every owner at least ninety days in advance of any action taken.

##### **Section 2. Rights and Obligations**

Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to (a) all covenants, restrictions and easements and the jurisdiction, rights, and powers created by this Declaration, and (b) all rights, benefits, and privileges of every character hereby granted, created, reserved, or

declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

### **Section 3. Liberal Construction**

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential community of the highest quality and character.

### **Section 4. Covenant to Abide by this Declaration**

The Declarant, subject to any modifying provisions of this Declaration, covenants to abide by each and every covenant, restriction and easement set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the property.

### **Section 5. Enforcement**

Enforcement of these covenants, restrictions and easements shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction and easements either to restrain violation or to recover damages. Any lot owner of record may enforce the provisions of this Declaration in their own right. All costs of enforcement, including litigation expenses, title reports, and attorney's fees, shall be paid by the person violating or attempting to violate any covenant and restriction and any judgment or decree shall so provide for payment of these costs. Failure by the Declarant, or any owner of a lot in Prince Crossing Farm to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to be abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breaches which may have occurred.

THE DECLARANT RESERVES THE RIGHT BUT, DOES NOT HAVE THE OBLIGATION TO ENFORCE THESE COVENANTS, RESTRICTIONS AND EASEMENTS FOR SO LONG AS THEY SHALL EXIST.

### **Section 6. Severability**

Invalidation of any one of these covenants, restrictions or easements by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 7. Right to Form Homeowner's Association.**

The Declarant has the obligation to create a Homeowner's Association. The purpose of the Homeowner's Association would include, but not be limited to, the maintenance of any cul de sac islands and entryway monument or monuments, including landscaping to be installed per Declaration of Covenants and Restrictions for Prince Crossing Farm Homeowner's Association and By-Lays for Prince Crossing Farm Homeowner's Association, each recorded as separate documents.

**Section 8. Rights of Declarant**

As used in this Declaration, the term "**Declarant**" shall always be deemed to include its successors and assigns, and their successors and assigns. As long as the Declarant owns any of the lots, the Declarant, its beneficiaries, and their respective assigns, shall have the authority, without joinder or consent of any other party to make any amendment to the Declaration necessary to clarify any apparently conflicting provisions thereof and/or to correct any mistakes or errors of a clerical nature resulting from typographical or similar errors, including an amendment of the legal description of the real estate ("**Supplemental Declaration**"). By recorded supplemental declaration ("**Supplemental Declaration**"), Declarant, so long as Declarant owns any lots in Prince Crossing Farm, may at any time modify any provision of this Declaration for any purpose, provided no such modification shall materially change the substantive provisions of this Declaration or materially alter the rights of any owner of a lot established hereby. In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, acting by and through its duly authorized officers, its successors or its designee, and their agents, and each of them singly, as attorney-in-fact, to amend the Declaration by any Supplemental Declaration. Each deed, mortgage or other instrument with respect to a unit and the acceptance thereof, shall be deemed a grant of such power to each said attorneys-in-fact, an acknowledgment of and consent to such power and shall be deemed to reserve to each of said attorneys-in-fact the power to amend the Declaration by any Supplemental Declaration. The Declarant further reserves the right to plat or replat lots which have not been conveyed by Declarant, by the recording of a plat or revised plat of subdivision which may relocate the lots providing that the rights of the other lot owners are not diminished.

**Prince Crossing Farm,  
L.L.C.**

By: [Signature]  
Member

**Airhart Construction  
Corp.**  
an Illinois corporation

By: [Signature]  
Its: Sec/Treas

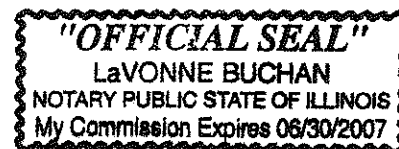
**Faganel Development  
Company**  
an Illinois corporation

By: [Signature]  
Its: President

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DU PAGE )

I, the undersigned, a Notary Public, in and for the county and state aforesaid, DO  
**HEREBY CERTIFY** that Mark D. Glassman, Airhart Construction Corp.  
personally known to me to be a member of **Prince Crossing Farm, L.L.C.**, and personally  
known to me to be the same person whose name is subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that \_\_\_ he signed, sealed and delivered  
the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.  
**GIVEN** under my hand and notarial seal, this 16<sup>th</sup> day of June,  
2003.

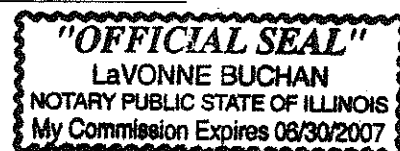
LaVonne Buchan  
Notary Public



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DU PAGE )

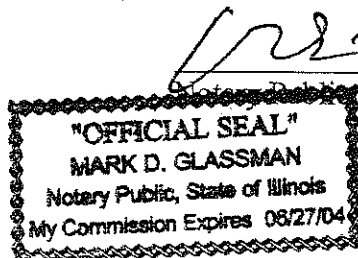
I, the undersigned, a Notary Public, in and for the county and state aforesaid, DO  
**HEREBY CERTIFY** that Mark D. Glassman  
of **Airhart Construction Corporation.**, an Illinois corporation, and personally known to me to  
be the same person whose name is subscribed to the foregoing instrument, appeared before me  
this day in person and acknowledged that \_\_\_ he signed, sealed and delivered the said instrument  
as his/her free and voluntary act, for the uses and purposes therein set forth. **GIVEN** under my  
hand and notarial seal, this 16<sup>th</sup> day of June, 2003.

LaVonne Buchan  
Notary Public



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DU PAGE )

I, the undersigned, a Notary Public, in and for the county and state aforesaid, DO  
**HEREBY CERTIFY** that David J. Faganel, of **Faganel**  
**Development Company**, an Illinois corporation, and personally known to me to be the same  
person whose name is subscribed to the foregoing instrument, appeared before me this day in  
person and acknowledged that \_\_\_ he signed, sealed and delivered the said instrument as his/her  
free and voluntary act, for the uses and purposes therein set forth. **GIVEN** under my hand and  
notarial seal, this 17<sup>th</sup> day of June, 2003.



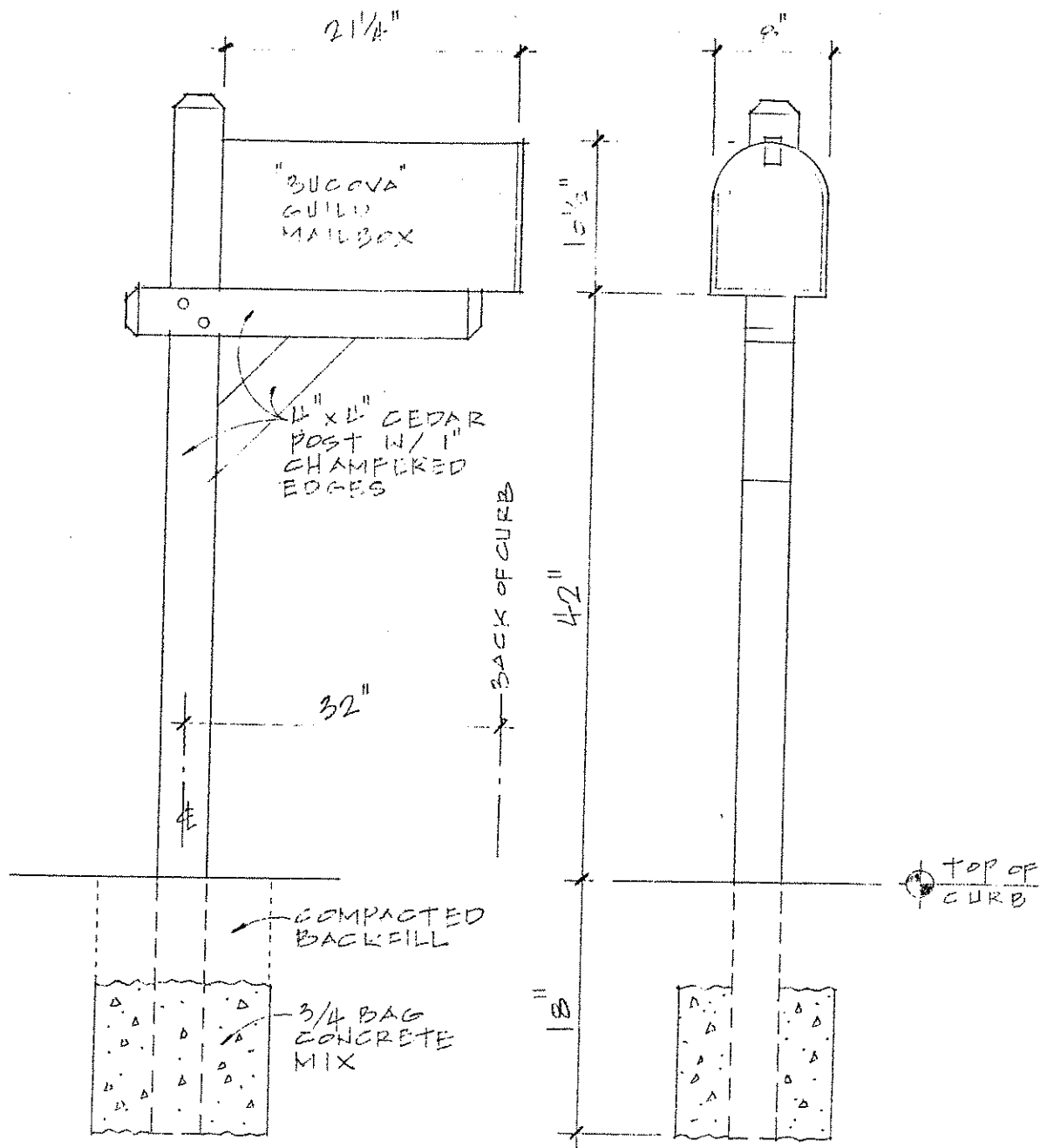
## EXHIBIT A

### Legal Description

Lots 1-80 in Prince Crossing Farm Subdivision, being a part of the northeast quarter of Section 3, township 39 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded April 17, 2003 as Document R2003-145311, in DuPage County, Illinois

## **EXHIBIT B**

### **Mailboxes**



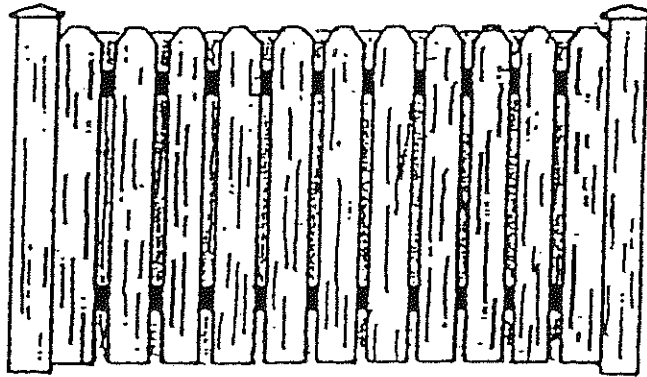
MAILBOX INSTALLATION DETAIL  
 SCALE:  $1" = 1'-0"$



**EXHIBIT C**

**FENCES**

Exhibit "C"



*BOARD ON BOARD*

- TYPE: Board on Board (see diagram).
- MATERIAL: Western Red Cedar, weather sealed to prevent an aged look.
- HEIGHT: 4' (four feet) maximum.
- SURVEY: Property must be surveyed and staked.
- INSTALLATION: Must be installed by a fencing company with a construction period of two weeks from start to finish.
- PERMITS: Must be obtained from the City of West Chicago.

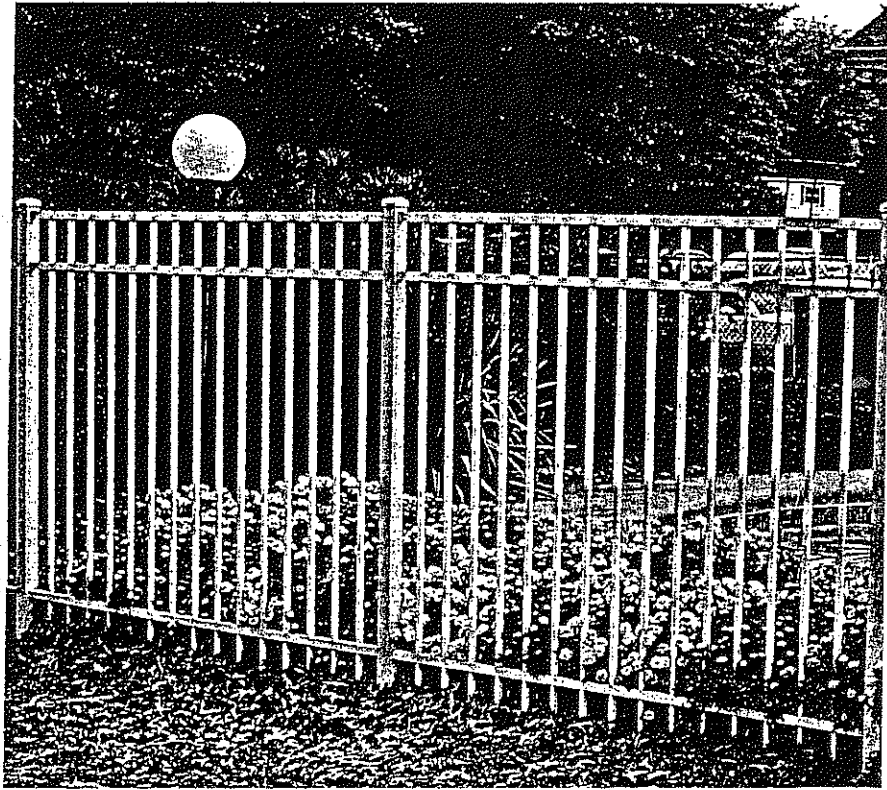
# EXHIBIT C

## Aluminum Fences of Distinction<sup>™</sup> by Jerith

The Aluminum Fences displayed in this brochure have a distinctive appearance that will complement any home. Jerith fences offer the attractiveness and protection of traditional wrought iron fencing without the maintenance. They are available in a wide variety of styles, colors, and heights that add prestige and value to any property. No other fence will do so much to enhance the beauty of your home, pool or yard.

All Jerith fences are constructed of an exclusive high-strength aluminum alloy called HS-35<sup>™</sup>. This remarkable material has the strength of steel, but will never rust or corrode, even in coastal areas or around swimming pools. Plus, Jerith's durable powder coated finish is guaranteed not to crack, chip or peel for as long as you own your fence. Our polyester powder coating, called FencCoat<sup>™</sup>, is an environmentally safe, high quality alternative to paint. When applied to a Jerith fence, FencCoat is twice the thickness and hardness of a typical painted finish. It is far more durable, fade-resistant, and scratch-resistant than other coatings, which is why we can give a Lifetime Warranty on our finish.

A Jerith fence is the best choice whenever you want elegant, long-lasting protection. Quality has made Jerith an industry leader for over 40 years. Insist on Aluminum Fences of Distinction by Jerith - anything else is second best!



Style #202