

BOOK 1832 PAGE 823

1635391

State of Illinois
Macon County SS
That This Instrument Was Filed For
Record At 1:30 PM

Hereby
Certify

SURVEYOR'S CERTIFICATE

AUG 22 2003

STATE OF ILLINOIS)
) S.S.
COUNTY OF MACON)

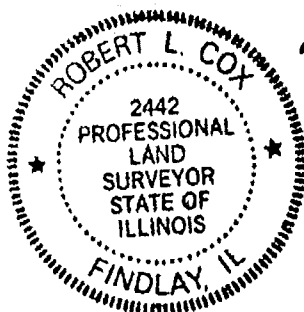
Recorded in Book 1832 Page 823
Fee 67.00 May A. Eaton Recorder

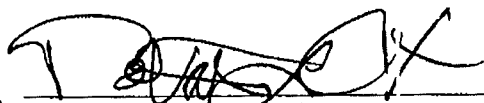
I, ROBERT L. COX, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2442, DO HEREBY CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE AND A PLAT TO BE DRAWN UNDER MY DIRECT SUPERVISION OF THE FOLLOWING DESCRIBED PROPERTY TO WIT, TO BE HEREAFTER KNOWN AS "BIRCHWOOD ESTATES - PHASE II":

THAT PART OF THE SOUTHEAST 1/4, OF THE SOUTHWEST 1/4; AND THAT PART OF THE SOUTHWEST 1/4, OF THE SOUTHWEST 1/4, OF SECTION 27, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4, OF THE SOUTHWEST 1/4, OF SAID SECTION 27; THENCE S.89°59'54"E.-660.49 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4, OF THE SOUTHWEST 1/4, OF SAID SECTION 27 TO THE NORTHWEST CORNER OF BIRCHWOOD ESTATES, AS RECORDED IN BOOK 1832 ON PAGE 716 IN THE MACON COUNTY RECORDER'S OFFICE; THENCE S.2°15'59"E.-1325.55 FEET TO THE SOUTHEAST CORNER OF BIRCHWOOD ESTATES; THENCE N.89°56'31"W.-710.66 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4, OF THE SOUTHWEST 1/4, OF SAID SECTION 27 TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4, OF THE SOUTHWEST 1/4, OF SAID SECTION 27; THENCE N.89°58'04"W.-639.79 FEET TO THE SOUTHEAST CORNER OF SALEM HEIGHT'S SECOND SUBDIVISION, AS RECORDED IN BOOK 300 ON PAGE 299 IN THE MACON COUNTY RECORDER'S OFFICE; THENCE N.0°10'10"E.-449.46 FEET ALONG THE EAST LINE OF SALEM HEIGHT'S SECOND SUBDIVISION; THENCE N.89°48'59"E.-549.59 FEET TO THE SOUTHEAST CORNER OF SALEM HEIGHT'S THIRD SUBDIVISION, AS RECORDED IN BOOK 300 ON PAGE 329 IN THE MACON COUNTY RECORDER'S OFFICE; THENCE N.0°05'52"E.-872.23 FEET ALONG THE EAST LINE OF SALEM HEIGHT'S THIRD SUBDIVISION; THENCE S.89°59'54"E.-85.13 FEET TO THE POINT OF BEGINNING, CONTAINING 29.183 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE DIVIDED THE ABOVE DESCRIBED TRACT OF LAND INTO LOTS AS SHOWN BY THE LARGER NUMBERS ON THE ATTACHED PLAT AND WHICH PLAT SETS FORTH EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE, FRONT BUILDING SETBACK LINES AND I HAVE CAUSED PERMANENT MONUMENTS (IRON PINS) TO BE LOCATED AT ALL LOT CORNERS FROM WHICH FUTURE SURVEYS MAY BE MADE.

SIGNED AND SEALED THIS 26TH DAY OF MARCH, 2003, A.D.




ROBERT L. COX
ILLINOIS PROFESSIONAL LAND
SURVEYOR NUMBER 2442

Phase II lots 31-43

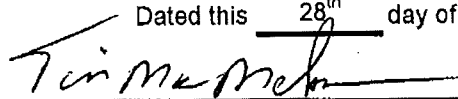
BOOK 1832 PAGE 823

**CERTIFICATION BY MACON COUNTY
SOIL & WATER CONSERVATION DISTRICT**

STATE OF ILLINOIS)
) ss.
COUNTY OF MACON)

In my capacity as an Agent of the Macon County Soil & Water Conservation District
I hereby certify that the attached plat of **Birchwood Estates Phase II** has been examined by me
and that I approve the sub dividers plans and specifications comply with respect to erosior control.

Dated this 28th day of March, 2003



CPESC #1743

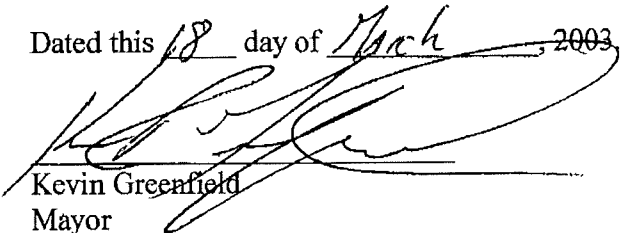
Tim McMahon, Certified Professional in Erosion & Sediment Control
Macon County Soil & Water Conservation District

BOOK 1832 PAGE 823

CERTIFICATE FROM VILLAGE OF LONG CREEK

This is to certify that, at a meeting held on the 17 day of March, 2003 the Long Creek Village board voted to approve the Phase II plat for Birchwood Estates. The subdivision will be located at Long Creek road within one and a half miles of the Village of Long Creek limits.

Dated this 18 day of March, 2003


Kevin Greenfield
Mayor

SCHOOL DISTRICT CERTIFICATE

BOOK 1832 PAGE 823

This is to certify that, David E. Birch and Sherri L. Birch, the owners of the property herein described in the Surveyor's Certificate, which will be known as "BIRCHWOOD ESTATES PHASE II", to the best of my knowledge, is located within the boundaries of Mt. Zion School District #3 in Macon County.

DATED THIS 14th day of March, 2003.

David E. Birch

David E. Birch
Owner

Sherri L. Birch

Sherri L. Birch
Owner

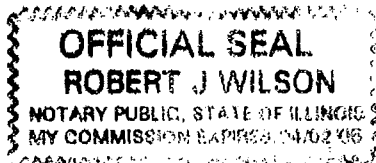
STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned Notary Public in and for the County in the State aforesaid, do hereby certify that _____, personally known to me as the Owners of "Birchwood Estates Phase II", is duly authorized to transact business in the State of Illinois, and _____, personally known to me as Owners and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that they signed and delivered the said instrument as Owners of Birchwood Estates Phase II, and caused the corporate seal of said Owners to be affixed thereto, as their free and voluntary act, for the uses and purposes therein set forth, all having been hereunto duly authorized.

Given under my hand and official seal this 14 day of MARCH, 2003.

[Signature]
Notary Public

BIRCHWOOD ESTATES PHASE II
I.E.A. Project #872



BOOK 1832 PAGE 823

CERTIFICATION BY LONGCREEK TOWNSHIP
HIGHWAY DEPARTMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

In my capacity as LongCreek Township Road Commissioner of the LongCreek Township Highway Department, I hereby certify that the construction plans and final plat for "Birchwood Phase II" has been examined by me and that the subdivider's plans and specifications comply with the rules and regulations governing subdivisions of Macon County with respect to roadway and ditches.

Dated this 12th day of March, 2003.

Dean Rhoads
Road Commissioner, LongCreek Township Highway Department

INDEX	PAGE
1. ARCHITECTURAL CONTROL COMMITTEE	1,2
A. MEMBERS	
B. POWERS	
(1) BUILDING PLANS	
(2) RIGHT OF INSPECTION	
(3) WAIVER OF LIABILITY	
(4) CONSTRUCTIVE EVIDENCE OF ACTION BY THE COMMITTEE	
2. ALLOWABLE STRUCTURES	2
A. ACCESSORY BUILDINGS	
3. BUILDING HEIGHT	2
4. DWELLING COST, QUALITY, AND SIZE	2,3
5. BUILDING LOCATIONS	3
6. DWELLINGS PER BUILDING SITE	3
7. EASEMENTS	3
8. PERCENTAGE OF LOT COVERAGE	3
9. PERMISSIBLE BUILDING AND ORDER OF CONSTRUCTION	3
A. USE OF LOTS	
B. STORAGE	
10. NON-OCCUPANCY AND DILIGENCE DURING CONSTRUCTION	3
11. TEMPORARY STRUCTURES	4
12. CONCEALMENT	4
13. OFF STREET PARKING	4
14. SIGNS	4
15. OIL AND MINING OPERATIONS	4
16. ANIMALS	4

17. GARBAGE OR REFUSE DISPOSAL	4
18. WORKMEN'S TOOLS	4
19. DRIVEWAYS	5
20. RESTRICTION OF BUSINESS	5
21. NUISANCES	5
22. WAIVER	5
23. DEDICATIONS	5
24. EXT. POST & LIGHT	5
25. FENCES	5
26. LANDSCAPING	5
27. TREE PLANTING	5
28. OWNERS OBLIGATION TO REPAIR	6
29. OWNERS OBLIGATION TO REBUILD	6
30. OWNERS OBLIGATION FOR ROADS, DITCHES, AND GRADING OF YARDS	6
31. TERM/AMENDMENTS	6
32. ENFORCEMENT	6
33. MAIL BOXES	6
34. PRIVATE SEWAGE DISPOSAL SYSTEMS	6
35. CAPACITY OF DECLARANT	6,7
36. SEVERABILITY	7
37. EROSION CONTROL	7
38. SIGNATURES	7

COVENANTS - "BIRCHWOOD ESTATES II"

David and Sherri Birch of Decatur, Illinois as the record and legal owner of certain real estate makes this certificate as to such real estate described in the surveyor's Certificate on a plat dated _____ and recorded on Aug. 22, 1983, in Plat book 1832 at page 823 of the Recorder's Office of Macon County. The undersigned names such divided real estate "Birchwood Estates II" and does hereby certify that it has platted and subdivided said real estate into lots, public streets, and public utility easements as indicated upon the plat herein referred.

We further certify that the public streets are hereby dedicated to the public for its uses as roadways only, and all easements for public utilities or subsequent easements to private utilities provided herein shall be limited solely to subsurface use as provided in Paragraph 3 hereof.

Each lot shown on the Plat on which there appears an area designated as a "Utility Easement" is subject to a permanent and perpetual easement in the width shown on the Plat for the installation and maintenance of gas, telephone, power, water, sewers, cable television, and such other utilities or services which may be needed for the benefit of any or all of the lots in "Birchwood Estates II" or such other subdivision as may be platted by the Declarant, or any successor thereto, of adjacent land now owned by the Declarant or which may hereafter be acquired by the Declarant, expressly excluding however, any use thereof for public, quasi-public, or private utilities requiring any poles, wires, or other material above the surface of the area, except poles or posts required for street lighting as indicated upon the plat herein referred.

This subdivision shall be known as:
"BIRCHWOOD ESTATES II"

This subdivision is laid out and the Plat is made, executed and delivered subject to the following restrictions and protective covenants which shall run with the land:

1. ARCHITECTURAL CONTROL COMMITTEE

A. The initial Architectural Control Committee ("the Committee") is composed of the following: David Birch and Sherri Birch. The numbers of members of the Committee may be increased to five (5) at any time by the initial Architectural Control Committee.

B. Powers: It is the purpose of the Committee to promote the residential development of "Birchwood Estates II" subdivision and to enhance property values, therefore, the Committee shall have the power to reject approval of plans submitted if they do not benefit and enhance the residential development of the area in the sole discretion of the Committee. The Committee shall have the further power to reduce minimum dwelling size requirements where the size, shape, and location of the Lot warrants such variance in the opinion of the Committee.

(1) Building plans, specifications, plot plans and grading plans: No building, dwelling, swimming pool, tennis court, fence or other structure or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material and color scheme thereof, and building elevations, and a plot plan of the building site with the buildings and the grading plan of the building site shall have been submitted to and approved by the Committee, and until a copy of such plans and specifications, plot plan and grading plan as finally approved is deposited for permanent record with the Committee.

BOOK 1832 PAGE 823

(2) **Right of Inspection:** During any construction or alteration required to be approved by the Committee, any member of the Committee, or any Agent of the Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed quality of trespass by reason thereof.

(3) **Waiver of Liability:** The approval by the Committee of any plans and specifications, plot plan, grading, or any other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to other similar features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the said Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for any loss or damage, for any error or defect which may or may not be shown on any plans of specifications or on any plot or grading plan or planting or other plan, or any building or structure or work done in accordance with any other matter whether or not the same has been approved by the said Committee or any member thereof, or the present owner of said real estate.

(4) **Constructive Evidenced of Action by the Committee:** Any Title Company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in such subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith acting thereon.

2. **ALLOWABLE STURCTURES:** No structure or structures shall be erected, altered, placed, or permitted to remain on any building site other than: One (1) detached single family dwelling not to exceed three (3) stories in height above ground level at any point adjacent to the structure, which shall include an attached private garage for at least two (2), but no more than four (4) cars.

A. **Accessory Buildings:** Without the written permission of the Committee, no building or storage shed may be constructed or installed which is disconnected from the residence. Before the construction or installation of any storage shed or storage area, plans for same must be approved by the Committee and owners of adjacent lots must be consulted. Any such accessory building must be constructed of material of the same quality and color of the principle residence and located to the rear of the principle residence.

3. **BUILDING HEIGHT:** No dwelling shall be erected or placed, which is more than three (3) stories in height. No accessory building or structure shall exceed twenty (20) feet in height unless a greater height is approved in writing by the Committee.

4. **DWELLING COST, QUALITY, AND SIZE:** It is the intention and purpose of these covenants to assure that all dwelling shall be of a quality of design, workmanship, and materials approved and established by the Committee. All dwelling shall be constructed in accordance with the applicable Governmental Building Code and with more restrictive standards that may be required by the Committee. The ground floor area of the dwelling, exclusive of attached garages, open terraces, screened porches, and breezeways shall be:

One (1) story: 2300 square feet minimum
More than one (1) story: 2500 square feet minimum

These requirements may vary with the topography of the lot and with the approval of the Committee.

Each dwelling shall have an attached garage for a minimum of two (2) cars. Each dwelling must be constructed by a reputable general contractor approved by the Committee. Absolutely NO pre-fab or manufactured dwellings will be allowed. Foundation heights must be set or approved by the Architectural Control Committee.

5. **BUILDING LOCATIONS:** No building shall be located on any lot nearer to a side lot than a distance of ten (10) feet. For the purpose of this covenant, eaves, steps, fireplace projections, and open and screened porches shall be considered as a part of a building. Driveways may be within two (2) feet of the side lot line. The minimum rear yard shall be 20% of the depth of the lot. In case a lot faces more than one street, the Committee shall determine which direction shall be deemed the rear of said lot.

6. **DWELLINGS PER BUILDING SITE:** No replatting or subdividing of any lots shall be permitted. Further, joining of any two (2) lots for one (1) building site shall not be permitted without the written consent of the Committee.

7. **EASEMENTS:** No building or outside facility within the subdivision shall be supplied with utility service lines above the surface of the ground. Each lot owner shall grant a written easement for such underground service upon request of the interested utility. No structures, walls, fences, plantings, or any platted easements or public ways which may damage or interfere with the installation, operation, or maintenance of the utilities will be permitted. All utilities serving this subdivision and all connections made thereto shall be located beneath the surface of the ground, excepting therefrom transformer installations and service pedestals. Required above ground appurtenances to the underground utility system shall be located within three (3) feet of the side lot lines.

8. **PERCENTAGE OF LOT COVERAGE:** All buildings on a building site including accessory buildings shall not cover more than thirty percent (30%) of their building site.

9. **PERMISSIBLE BUILDING AND ORDER OF CONSTRUCTION:** All buildings erected on any building site shall be constructed of material of good quality suitable for use in the construction of residences, and no oil building or buildings shall be placed on or moved to said premises. Accessory buildings shall not be erected, constructed, or maintained prior to the erection or construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building which are promptly removed upon completion of such dwelling or accessory building.

A. **Use of Lots:** Each lot shall be used as a residence for a single family and for no other purpose.

B. **Storage:** No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements in compliance with an approved architectural plan and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected.

10. **NON-OCCUPANCY AND DILIGENCE DURING CONSTRUCTION:** The work of construction of any building or structure shall be pursued diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted.

BOOK 1832 PAGE 823

11. TEMPORARY STRUCTURES: No structure of a temporary character, motor home, trailer, basement only without further construction, tent, shack, garage, barn, storage building, or other outbuilding shall be used, maintained, or stored either temporarily or permanently on any lot at any time.

12. CONCEALMENT: Boats, camping trailers, and recreational vehicles may be stored, but only if enclosed in a garage. Also, trash receptacles, firewood piles, heating and air conditioning units, satellite dishes (or similar devices) limited to 24" in diameter, pools, spas, and hot tubs are to be concealed from the front view of the dwelling through the use of natural vegetation, screening, placement in the backyard or other means to the satisfaction of the Committee. No television or radio antennae, or tower, or laundry drying equipment shall be erected on any lot or attached to any building or structure.

13. OFF STREET PARKING: No parking shall be allowed in the parkways or boulevard areas. All property owners shall provide facilities or off-street parking for the number of licensed automobiles in use by the Owner or residents of the property. All property owners or residents owning or possessing commercial trucks which they desire to park in the subdivision shall provide enclosed garages for the storage of same when not in use. No storage or parking of junk cars, trailers, or campers shall be allowed on the streets or in any area visible to the public.

14. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one (1) professional lettered sign of not more than five (5) square feet advertising the property for sale or signs used by a builder or the subdivider to advertise the lot or the property during the construction or sales period.

15. OIL AND MINING OPERATIONS: No oil drilling, oil development, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. No person, firm, or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.

16. ANIMALS: No animals of any kind or description shall be housed or kept on any of the lots, except domesticated house pets, provided, however, that no such house pets shall be bred or maintained for any purposes, commercial or otherwise. A maximum of three (3) domestic common household pets shall be kept or maintained on any lot. Such pets shall not be kept outdoors on tethers, leashes, or in pens or cages, unless in a fenced area approved by the Committee, and shall not be allowed to roam in the subdivision.

17. GARBAGE OR REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored in a manner either inside a garage or other building or below ground so as not to be visible from other property.

18. WORKMEN'S TOOLS: No ladders, implements or workman's tools shall be kept or stored on any lot, except in an enclosed garage, utility room or basement for the storage of same when not in use.

BOOK 1832 PAGE 823

19. DRIVEWAYS: Driveways shall be paved with Portland Cement Concrete. No bituminous driveway shall be permitted. All driveways' entrances shall be of common design using a five (5) foot radius with a one (1) foot tail. Before start of construction, owner must install culvert with black top approach to protect ditches and roadways.

20. RESTRICTION OR BUSINESS: No business or occupation shall be commenced, maintained, or engaged in upon any said lots, except that of the subdivider or his agent or his subcontractor, such business or occupation to be terminated upon completion of the subdivision.

21. NUISANCES: No illegal, noxious, obnoxious, nor offensive activities or nuisances shall be permitted on any lot.

22. WAIVER: The failure of the Committee, any building site owner, or the present owner of said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or changes to which said property, any part thereof, in subject, shall in no event be deemed a waiver of the right to do thereafter or to enforce any other restriction, condition, covenant, reservation, lien, or charge.

23. DEDICATIONS: The subdividers hereby grant and dedicate for the use of the public as streets, and courts, all the streets, and courts shown on said plat, and each of said streets, and courts shall be hereafter known by the respective names designated thereon: reserving, however, unto the subdividers, their successors and assigns, permanent easements as set forth above and also across or under the streets, and courts shown on said plat, for the installation and maintenance of storm drains, sanitary sewers, tile, water, and gas mains and electric and utility easements herein provided and located on said lots for the purpose of connection of all said utilities and storm sewers on a lot.

24. EXTERIOR POST & LIGHT: Exterior posts and lights shall be uniform, and shall be of a standard design, as approved by the Committee, and shall be placed in the same area on each lot with respect to the driveway, as approved by the Committee.

25. FENCES: No fence, hedge, wall or other dividing instrumentality shall be constructed, grown, or maintained on any lot without the written consent of the Committee. Any boundary fence, wall, hedge, or dividing instrumentality constructed or planted upon the premises must be a minimum of six (6) inches inside the property line. If said dividing instrumentality is constructed, then it shall consist of decorative material approved by the Committee. Further, no such dividing instrumentality shall be constructed unless it starts no closer to the road as of the back of the dwelling structure.

26. LANDSCAPING: The front yard and side yard even with the front of each home of each lot shall be sodded within six (6) months after completion of the construction of a home.

27. TREE PLANTING: Unless a written waiver is obtained from the Committee, each lot shall be planted with not less than two (2) hardwood trees, which are not less than two (2) inches in diameter, within one (1) year after a lot is in possession.

28. OWNER'S OBLIGATION TO REPAIR: Each owner shall, at said owner's sole cost and expense, repair said owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

BOOK 1832 PAGE 823

29. OWNER'S OBLIGATION TO REBUILD: If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all diligence, to rebuild, repair, or reconstruct such residence in a manner of which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

30. OWNER'S OBLIGATION FOR ROADS, DITCHES, AND GRADING OF YARD: In the event that land other than the owners is any way damaged or disturbed during any construction on the premises, the owner agrees to assume the responsibility of returning said land back to its original condition at his sole cost and expense, so as to comply with these restrictions, and the ordinances or law of any other governmental unit. Should the owner not comply with the provisions herein within thirty (30) days from the date of notice from the Committee, the Committee may but is not required to, make said repairs and pay the costs of same, and the Association shall be entitled to a lien on the property for such repairs, until such time as the member reimburses the Association. Owner of owners' contractor/subcontractors are responsible for cleaning and/or repair of any damage to roads or ditches during the construction of their residence. Any large amounts of mud or debris on roadways shall be removed within 48 hours.

31. TERMS/AMENDMENTS: These covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of these covenants may be amended by duly recording an instrument executed and acknowledged by not less than three-fourths (3/4) of lot owners.

32. ENFORCEMENT: Declarant, and/or, the Committee, or any owner, shall have the right to enforce by any proceeding at law or equity, all restrictions, conditions, covenants, easements, reservations, lien, or charges now or hereafter imposed by the provisions on these Covenants and to collect their reasonably incurred attorney fees in enforcing these Covenants. Failure by Declarant, and/or the Committee, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

33. MAILBOXES: The specifications and style of all mailboxes in the subdivision shall be the same, mailboxes will be provided to lot owners at the time of occupancy of residence at a cost of \$180.00 per mailbox. Installation of said mailboxes will be provided by the lot owner. Any mailbox not conforming to the standards and specifications of the Committee, or not approved for installation, shall be removed and replaced as designated by the Committee. Any replacement mailbox shall be substantially identical to the original mailbox as determined by the Committee.

34. PRIVATE SEWAGE DISPOSAL SYSTEMS: Private sewage disposal systems shall be approved by the Macon County Health Department.

35. CAPACITY OF DECLARANT: It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertaking and agreements herein made on the part of the Declarant are nevertheless each and every one of them, made an intended not as personal warranties, indemnities, representations, covenants, undertaking and agreements by the Declarant or for the purpose or with the intention of binding the Declarant personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Declarant not in its own right but solely in the exercise of the powers conferred upon it as such trustee under the terms of the trust described herein; and that no personal

liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against David & Sherri Birch of Decatur, Illinois, on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Declarant in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

36. SEVERABILITY: Invalidation of any of these covenants by judgment or court order, municipal, state or federal law, shall in no way affect any of the other provisions, which shall remain in full force and effect.

37. EROSION CONTROL:

A. Silt fence shall be used completely around any soil storage area. Silt fence shall be installed according to the Illinois Urban Manual sec.

B. Denuding of vegetation shall be kept to a minimum during the development of the lot. Any exposed soil (outside of the stockpile area) on the lot shall be seeded with a temporary or permanent cover. The type of seeding will be dictated by the appropriate seeding dates. Straw mulch may also be used if neither seeding dates are appropriate.

C. All drainage ways shall be seeded to permanent grass vegetation after final grading. Excelsior matting shall be installed in drainage ways to control velocities until vegetation has been established.

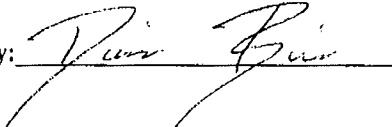
D. Each individual lot shall maintain a grass buffer during development of no less than 20' or they may use Silt fence installed according to Macon County SWCD. Denuding of vegetation shall be kept to a minimum during the development of the lot. Other erosion control measures may be required on a site specific base.

E. Macon County SWCD may assist developer and/or lot owners with erosion control measures.

F. Other erosion control measures may be required as they arise.

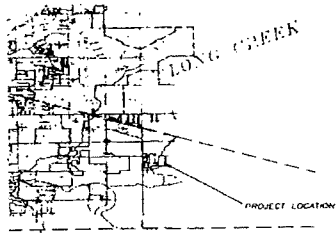
IN WITNESS WHEREOF, the party hereto has set
its hand and seal this _____ day of
_____, 20____

David and Sherri Birch of Decatur, Illinois

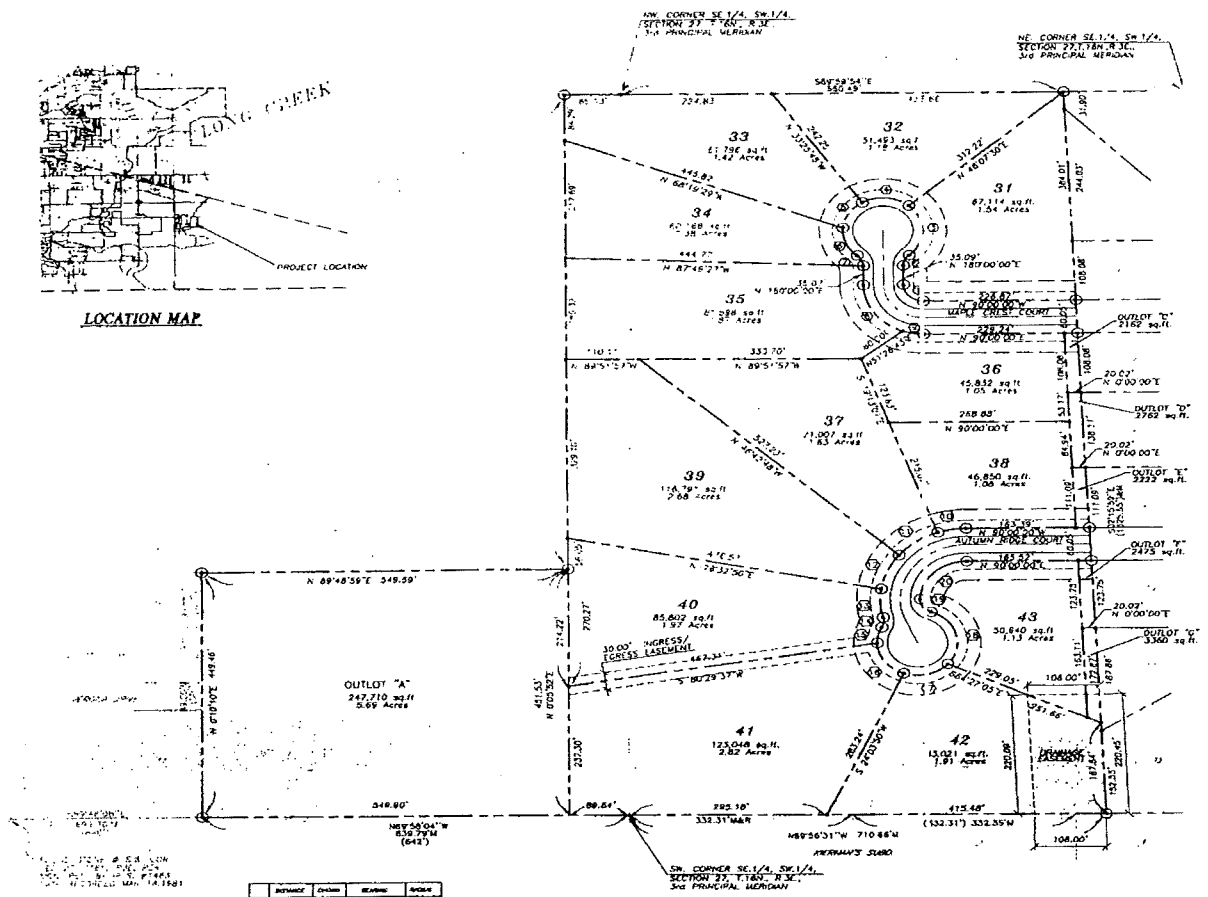
By: 

FINAL PLAT BIRCHWOOD ESTATES PHASE II MACON COUNTY, IL.

BOOK 1832 PAGE 823



LOCATION MAP



LOT	BEARING	DISTANCE	BEARING	DISTANCE
31	N 89°45'56"E	349.50'	N 89°45'56"E	349.50'
32	N 89°45'56"E	349.50'	N 89°45'56"E	349.50'
33	N 89°45'56"E	349.50'	N 89°45'56"E	349.50'
34	N 89°45'56"E	349.50'	N 89°45'56"E	349.50'
35	N 89°45'56"E	349.50'	N 89°45'56"E	349.50'
36	N 89°45'56"E	349.50'	N 89°45'56"E	349.50'
37	N 89°45'56"E	349.50'	N 89°45'56"E	349.50'
38	N 89°45'56"E	349.50'	N 89°45'56"E	349.50'
39	N 89°45'56"E	349.50'	N 89°45'56"E	349.50'
40	N 89°45'56"E	349.50'	N 89°45'56"E	349.50'
41	N 89°45'56"E	349.50'	N 89°45'56"E	349.50'
42	N 89°45'56"E	349.50'	N 89°45'56"E	349.50'
43	N 89°45'56"E	349.50'	N 89°45'56"E	349.50'

NOTE
1. ALL BEARINGS ARE ASSUMED

DRAINAGE STATEMENT
WE, THE UNDERSIGNED RESPECTIVELY A REGISTERED PROFESSIONAL ENGINEER AND THE OWNER (S) OF THE LAND SUBMITTED HEREBY, ON THE DULY AUTHORIZED ATTORNEY REPRESENTING SUCH OWNER (S), DO HEREBY STATE THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION, OR THAT IF SURFACE WATER IS CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND SUCH SURFACE WATER PRACTICES WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DAVID L. BIRCH

David L. Birch
MAYOR - VILLAGE OF LONG CREEK
CHAIRMAN, MACON COUNTY BOARD

LEAH D. BIRCH
REGISTERED PROFESSIONAL ENGINEER
DAVID P. ALLEN #33879
MATTHEW, KLINCKE

APPROVED *David P. Allen*
CHAIRMAN - E.H.W. COMMITTEE
COUNTY OF MACON
DATE

LEGEND

○	FOUND STONE
□	FOUND CORNER POST
●	CONCRETE MONUMENT
+	IRON PIN SET
○	IRON PIN FOUND
△	RAILROAD SPONG FOUND
△	UTILITY EASEMENT
100' M	MEASURED DIMENSION
(100')	RECORDED DIMENSION