

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF CHAMPAIGN )

**FIRST COMBINED, AMENDED AND RESTATED DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR ASHLAND PARK SUBDIVISION  
PHASE NOS. 1, 2, 3 AND 4**

This First Combined, Amended and Restated Declaration of Covenants and Restrictions for Ashland Park Subdivision Phase Nos. 1, 2, 3 and 4 (the “First Combined Declaration”) is made effective the \_\_\_\_ day of June, 2010 by T.A.G. Ashland Park, Inc., an Illinois corporation (the “Developer” as successor in interest to Clinton C. Atkins) and to, the fullest extent each remains in force and effect on the date hereof, supersedes each of the following:

- the Second Restated Declaration of Covenants and Restrictions executed by Clinton C. Atkins as the predecessor Developer (the “Original Developer”), and recorded on June 1, 2006 in the Office of the Champaign County Recorder as Document 2006R13879 (the “Second Restated Declaration”);
- the Restated Declaration of Covenants and Restrictions executed by the Original Developer, and recorded on October 14, 2005 in the Office of the Champaign County Recorder as Document 2005R31249 (the “Restated Declaration”);
- the Declaration of Covenants and Restrictions contained in the Ashland Park Subdivision, Phase No. 1 Owner’s Certificate and Dedication executed by the Original Developer, and recorded on October 8, 2004 in the Office of the Champaign County Recorder as Document 2004R32301 (the "Owner’s Certificate"), as amended by the First Amendment to Ashland Park Subdivision Phase No. 1 Owner’s Certificate and the

Dedication executed by the Developer and recorded on August 1, 2005 in the Office of the Champaign County Recorder as Document 2005R22339 (the “First Amendment”);

- the Restated Ashland Park Subdivision Phase 2 Restated Declaration of Covenants and Restrictions executed by the Original Developer, and recorded on July 23, 2009 in the Office of the Champaign County Recorder as Document 2009R22126 (the “Restated Phase 2 Declaration”);
- the Declaration of Covenants and Restrictions contained in the Ashland Park Subdivision Phase 2 Owner’s Certificate and Restrictive Covenants executed by the Original Developer, and recorded February 22, 2006 in the Office of the Champaign County Recorder as Document 2006R04216 (the “Phase 2 Owner’s Certificate”);
- the Declaration of Covenants and Restrictions contained in the Ashland Park Subdivision Phase No. 3 Owner’s Certificate and Restrictive Covenants executed by the Original Developer, and recorded September 1, 2006 in the Office of the Champaign County Recorder as Document 2006R24534 (the “Phase 3 Owner’s Certificate”); and
- the Declaration of Covenants and Restrictions contained in the Ashland Park Subdivision Phase No. 4 Owner’s Certificate and Restrictive Covenants executed by the Original Developer, and recorded on September 1, 2006 in the Office of the Champaign County Recorder as Document 2006R24544 (the Phase 4 Owner’s Certificate”).

From the effective date of this First Combined, Amended and Restated Declaration of Covenants and Restrictions, the Declarations of Covenants and Restrictions contained in the Owner’s Certificate, as amended by the First Amendment, the Restated Declaration, the Second Restated Declaration of Covenants and Restrictions, the Restated Phase 2 Declaration, the Phase 3 Owner’s Certificate and the Phase 4 Owner’s Certificate shall be given no further force and effect.

It is hereby provided that all conveyances of property made hereafter by the present or future owners of any of the land described in the Surveyor’s Certificates identified in the Owner’s Certificate, the Phase 2 Owner’s Certificate, the Phase 3 Owner’s Certificate and/or the Phase 4 Owner’s Certificate shall, by adopting the description of said platted land as Ashland Park Subdivision, Phase No. 1, No. 2, No. 3 and/or No. 4, be taken and understood as incorporating in all such conveyances, without repeating the same, the following covenants and restrictions as being

applicable to each tract of land described in said Surveyor's Certificates, and to all lots in all phases of the Ashland Park Subdivision unless otherwise stated.

## FIRST COMBINED, AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

It is the Developer's intention to maintain in the Ashland Park Subdivision a homeowners' association with the power to amend certain provisions of these covenants and restrictions and the covenants and restrictions for any prior and/or subsequent phases of the subdivision, and to otherwise govern matters affecting all lot owners within all phases of the Ashland Park Subdivision.

1. Allowable Dwelling Structures.

a. No dwelling structure shall be erected, placed or permitted to remain on any such lot other than one detached single-family dwelling occupied exclusively by a single family.

b. No dwelling shall exceed two stories in height above grade.

c. All dwellings shall be constructed on a basement, crawl space, or slab.

d. Each dwelling shall have at least a one-car garage.

e. The color of each dwelling must be pre-approved by the Architectural Committee.

2. Architectural Committee: The Ashland Park Subdivision Architectural Committee shall initially be composed of the following three (3) persons:

1. Clinton C. Atkins
2. Mark E. Dixon
3. Michael J. Martin

Any action taken by the members of the Architectural Committee shall be considered to be the action of the committee. The whole of the Architectural Committee may designate one or more representatives to act for it and may delegate its powers and duties to its representative(s). In the event of the death, resignation, refusal to act or inability to act of any member of the Architectural Committee, the remaining members of the committee may designate a successor. The record owners of 75% of the lots in the entire Ashland Park Subdivision, including all platted and planned phases, shall have the power at any time, by a duly signed, acknowledged and recorded instrument, to

change the membership of the Architectural Committee, to withdraw any powers and duties from the committee or to restore to it such powers and duties as may have been previously withdrawn.

a. Approval by Committee: No construction work shall be commenced upon any structure in the subdivision, including without limitation, fencing, unless the plans and specifications therefore have been submitted to and approved, in writing, by the Architectural Committee as complying with the terms and provisions of these covenants and restrictions. The plans and specifications shall show the construction details, including the nature, kind, shape, height, material and color scheme and shall include a plot plan showing the lot lines, required yards, and the proposed location of all structures and the grading plan of the building site.

b. Powers and Duties of Committee: The Architectural Committee shall have the following powers and duties:

i) To examine and approve or disapprove any plans and specifications submitted to it by a lot owner.

ii) To waive up to 25% of any area requirement contained in these covenants and restrictions.

iii) To inspect any construction work in progress upon any lot in the subdivision for the purpose of ascertaining whether the applicable provisions of these covenants and restrictions are being fully complied with.

c. Failure of Committee to Act: In the event a matter requiring action by the Architectural Committee is submitted to the committee in writing and the committee fails to give written notice of its action taken thereon to the lot owner within 30 days thereafter, then the committee shall be conclusively presumed to have approved the matter so submitted to it.

3. Time of Construction: Construction of the dwelling on each lot shall begin within three (3) years of the initial sale of that lot by the Developer.

4. Construction: All buildings erected on any lot shall be constructed of material of good quality suitably adopted for use in the construction of residences, and no old building or buildings shall be placed on or moved to a lot. Accessory buildings on any lot 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

5. Maintenance of Lot Site During Construction: During the course of construction all materials and equipment shall be stored only on the lot on which construction is under way; debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or be suitably covered. During construction a closing refuse container sufficient in size to handle all waste material generated at the site must be located on the lot on which construction is under way. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning of debris shall take place within the Ashland Park Subdivision. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. The Developer reserves the right to clean up any lot it deems necessary and shall have the right to charge the lot owner for the cost of such clean up.

6. Non-Occupancy and Diligence During Construction: The construction of any building or structure shall be prosecuted 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 covenants and restrictions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted.

7. Sidewalks and Driveways: Each lot owner shall repair and maintain in good condition any sidewalk provided for that owner's lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways between public walks and residences must be paved with concrete or asphalt. Driveways between the sidewalks and street shall be paved with concrete or asphalt or poured with cement a minimum of six inches (6") thick.

8. Landscaping: All yards shall be either sodded or seeded.

9. Yard Lights: Each lot owner shall erect and maintain in good operating condition a front yard light. Yard lights shall be located at points designated on the lots by the Architectural Committee, and shall be equipped with a photo-electric cell that illuminates during hours of darkness. In the event a lot owners fails to erect and/or maintain in good operating condition a front yard light as required herein, the Association may install and/or repair a yard light and may levy as a

10. Fences: Fences shall be allowed on individual lots except as otherwise restricted by provisions of these covenants and restrictions. The specification, style and location of all fences in the subdivision shall be subject to approval by the Architectural Committee and each lot owner shall obtain approval of the specifications and style of a fence prior to installation. Fences on a lot must be designed and constructed of materials that are similar to and blend with those used on the building structure on the lot. Without limitation, fence materials may include vinyl or ornamental metal (e.g., iron and/or steel, excluding chain link), but shall not include chain link or other wire or steel mesh. Fence posts shall be located on the interior side of the fence, and it shall be the individual lot owner's responsibility to install and maintain any fence. Any fence not approved for installation shall be removed and replaced as designated by the Architectural Committee.

11. Mailboxes: The specifications, style and location of all mailboxes in the subdivision shall be subject to approval by the Architectural Committee and each lot owner shall obtain approval of the specifications and style of a mailbox prior to installation. Any mailbox not approved for installation shall be removed and replaced as designated by the committee.

12. Accessory Buildings: The specifications, style and location of accessory buildings shall be subject to approval by the Architectural Control Committee. Accessory buildings must be designed and constructed of materials that are similar to and blend with those used on the building structure on the lot. Without limitation, accessory buildings may only be located in the rear yard and must have the same siding and shingles as the dwelling. Any accessory building not approved for installation shall be removed and replaced as designated by the committee.

13. Temporary Residences: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

14. Satellite Dishes: No television satellite dishes in excess of 36" in diameter shall be allowed on any lot.

15. Swimming Pools: No above ground swimming pools shall be allowed on any lot. The prohibition in this paragraph 15 is not intended to prevent the use of plastic and/or inflatable kiddie pools, wading pools and like pools intended for temporary use primarily by children. Such

16. Signs: No signs, including without limitation "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any lot except at such location and in such form as may be approved by the Association in its sole discretion. Notwithstanding the forgoing, an individual lot owner may place one (1) standard Realtor's "For Sale" sign or one (1) "For Sale By Owner" sign not to exceed 2'x2' in dimension, on a lot in connection with active efforts to sell the lot. In addition, the Developer expressly reserves the right for himself and/or his agents, as well as successor homebuilders or developers in connection with development of the subdivision, to place "For Sale" signs approved by the Architectural Committee on any unsold or unoccupied lots, and on any part of the common areas. Until all lots are sold by the Developer, the Developer shall be entitled to access, ingress and egress to the subdivision as is necessary in connection with the sale of any lot(s). The Developer shall have the right to use any unsold lot(s) as models for display purposes and to maintain within the subdivision advertising signs in connection therewith.

17. Storage: No building material of any kind or character shall be placed or stored upon a lot until the lot owner is ready to commence construction of improvements and then such materials shall be placed within the property lines of the lot upon which improvements are to be constructed and shall not be placed in the street right-of-way.

18. Parking of Recreational Vehicles: All lot owners who own or possess any type of recreational vehicle, boat, boat trailer, or lake vehicle and intend to store the vehicle(s) on their lot, shall provide an enclosed garage for storage of such vehicle(s) and shall store such vehicle(s) therein at all times. The specifications, style and location of garages for such vehicles shall be subject to approval by the Architectural Control Committee, and must be designed and constructed of materials that are similar to and blend with those used on the building structure on the lot. Without limitation, garages must have the same siding and shingles as the dwelling. Any accessory building not approved for installation shall be removed and replaced as designated by the committee. No motorized off-road vehicles (such as ATVs) shall be operated within the subdivision.

19. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to neighboring lots.

20. Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

No person, firm or business organization of any type 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 of grading incidental thereto.

21. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, cats or other common household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

22. Garbage and 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 containers or other equipment of the storage or disposal of such material shall be kept in a clean and sanitary condition, and will be stored in the garage or otherwise out of sight from the street(s) bordering the lot except on the lot owner's specific trash/garbage collection days on which the lot may leave full containers on the curb, but shall return them to storage within a reasonable time after being emptied by the lot owner's trash/garbage collector..

23. No Deemed Waiver: The failure of the Architectural Committee, any lot owner or the Developer to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

24. Rental Prohibited: It is the intention of the Developer that the subdivision be developed primarily as an owner occupied development. No building on any lot shall be leased for occupancy by persons other than the owner of the lot or members of the lot owner's immediate family. For purposes of this paragraph 24, immediate family shall include only a lot owner's children, parents, grandparents, siblings, aunts, uncles and/or first cousins. Notwithstanding the foregoing restriction, in the event a lot owner is unable to sell his lot and the improvements thereon after making a bona fide and diligent attempt to do so for a period of at least 120 days and while at

all times continuing his bona fide attempt to sell the lot the lot owner may lease the building on the lot for occupancy by persons other than the owner and/or members of the owner's immediate family. For purposes of this paragraph 24, a bona fide attempt to sell a lot and the improvements thereon must include, at a minimum, (i) continuously listing the lot and improvements for sale with a licensed Realtor®, (ii) setting a reasonable initial list price considering recent sales of comparable real estate, (iii) continuously advertising the listing in the Multiple Listing Service for Champaign County, Illinois, and (iv) accepting any reasonable offer to purchase the lot and improvements subject to terms and conditions substantially similar those set forth in the then current Champaign County Association of Realtors® Multiple Listing Service Residential Sales Contract. Where a lot owner is authorized as provided herein to lease the building on his lot, the lot owner may do so for single-family residential purposes only, and every lease/rental agreement shall:

(a) Be in writing and shall be subject to each and every covenant and restriction applicable to the subdivision, as amended from time to time.

(b) Specifically incorporate any and all rules and regulations of the Association by reference thereto, and include provisions that any violation of these covenants and restrictions as amended, any rules and regulations of the Association, or the covenants and conditions of the lease/rental agreement itself shall be the basis for termination of the lease/rental agreement.

(c) Be submitted to and subject to prior approval of the Association so as to assure compliance with this Paragraph 24.

(d) Specifically authorize, but not require, the Association in its sole and absolute discretion to act as an agent for the lot owner for the purpose of enforcing the terms, covenants and conditions of the lease/rental agreement, other than the non-payment of rent. If a violation of the lease/rental agreement is not cured within thirty (30) days or such shorter time as may be provided in the lease/rental agreement, the Association may act to evict or otherwise terminate the lease/rental agreement, subject to Forcible Entry and Detainer laws of the State of Illinois. Neither the Association nor any director or officer thereof shall have any liability to the lot owner or the lessee/tenant on account of any action to evict or otherwise terminate a lease/rental agreement.

(d) Specifically authorize the lot owner and/or the Association as an agent for the lot owner to terminate the lease/rental agreement upon thirty (30) days notice to the tenant

upon a conveyance of the lot and improvements.

25. Vicious and/or Dangerous Animals Prohibited: No Vicious or Dangerous animals, as defined herein, shall be allowed on Ashland Park Subdivision at any time. No owner or tenant shall keep, nor permit anyone to bring any Dangerous or Vicious animal upon any lot within Ashland Park Subdivision nor shall any landlord permit any tenant to keep or bring any Vicious or Dangerous animal onto any lot within Ashland Park Subdivision. For purposes of this paragraph, the following definitions shall apply:

*Dangerous animal* shall mean any individual animal which when either unmuzzled, unleashed, or unattended, in a vicious or terrorizing manner, approaches any person in an apparent attitude of attack upon streets, sidewalks, or any other place.

*Vicious animal* shall mean:

- a. Any individual animal that, unprovoked, inflicts bites or attacks a human being or other animal either on public or private property; or
- b. Any individual animal with a known propensity, tendency or disposition to attack, without provocation, to cause injury or to otherwise endanger the safety of human beings or domestic animals; or
- c. Any individual animal that has a trait or characteristic and a generally known reputation for being vicious or dangerous, or for making unprovoked attacks upon human beings or other animals; or
- d. Any individual animal which attacks a human being or domestic animal without provocation; or
- e. Any individual animal which has been found to be a “dangerous animal” upon two (2) separate occasions; or
- f. Any individual animal that has been trained as an attack or guard dog and is found off the owner’s property; or
- g. Any individual animal that has been trained for fighting or is owned, kept or used for the purpose of fighting; or
- h. Any individual animal of a commonly understood fighting or attack breed, including, but not limited to, the following breeds: Pit Bulls, Doberman Pinschers, Rotweilers, Akitas and Chows.

Any person, whether an owner, landlord, tenant or visitor keeping or bringing a Dangerous

or Vicious animal in the Ashland Park Subdivision at any time shall be required to remove the animal from the premises immediately.

In the event a Vicious and/or Dangerous animal resided within the Ashland Park Subdivision on or before the effective date of these covenants and restrictions, the following restrictions shall apply:

- (1) Any owner of a vicious and/or dangerous animal shall immediately register the animal with the Ashland Park Subdivision Homeowners' Association;
- (2) The dangerous or vicious animal shall be at all times kept securely confined at all times in a locked fenced yard, or other locked enclosure while on the premises of the owner, keeper or harborer.
- (3) The owner, keeper, or harborer shall display in a conspicuous manner, a sign on his or her premises that there is a vicious and/or dangerous animal on the property.
- (4) Off of his or her premises, the owner, keeper or harborer shall keep the dangerous or vicious animal: (a) on a leash or tether having a strength of at least 300 pounds and not exceeding three (3) feet in length; and muzzle the animal; or (b) keep the animal in a locked pen, or other locked enclosure (i.e. car or truck), and shall be under the direct control and supervision of an adult physically capable of preventing the animal from causing injury.

No owner, keeper, or harborer of a vicious and/or dangerous animal grandfathered under this paragraph may breed, cause to breed, or replace any vicious and/or dangerous animal upon the death of any such animal.

26. Waiver of Restrictions: These restrictive covenants may be waived in whole or in part, as to any one or more lots, by a certificate signed and acknowledged by the Developer as long as he continues to exercise the authority of the Board of Directors of the Association, or after the Developer designates the first Board of Directors signed, acknowledged and recorded by not less than three-fourths of the lot owners; however, in no event may the provisions of Paragraph 28 hereof be amended, nor may any owner be voluntarily or involuntarily removed as a member of the association.

27. Enforcement: Enforcement shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

28. Homeowner's Association: Each owner of a lot in Ashland Park Subdivision Phase No. 1, as well as each owner of a lot in any prior or subsequent Phase of the Ashland Park Subdivision shall accept and maintain membership in the Ashland Park Subdivision Homeowners' Association (the "Association") and shall be bound by the reasonable rules and regulations of the Association and shall pay all assessments of the Association as determined in accordance with its Articles of Incorporation, By-Laws and the applicable Declaration of Covenants and Restrictions, and by accepting a deed to a lot each said lot owner agrees to pay such assessments. The initial annual assessment shall be in the amount of Twenty-five Dollars (\$25.00) and future assessments shall not exceed Fifty Dollars (\$50.00) per year unless approved by a seventy-five per cent (75%) majority of the members of the Association in attendance at a meeting called to consider an increase in such assessments. Any future additions to the Ashland Park Subdivision shall provide for each lot owner to become a member of the Association. Such future additions shall be assessed on a pro rata basis from the date of the recording of the final plat of the addition.

The Developer shall exercise the authority of the Board of Directors of the Association until such time as the Developer in his sole discretion, adopts bylaws and designates a first Board of Directors; thereafter, the Board of Directors of the Association shall consist of those persons duly elected as provided in the bylaws.

29. Construction: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens or charges herewith provided or any part thereof is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges of any part thereof shall be thereby affected or impaired.

30. Covenants Running With the Land: The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

T.A.G. ASHLAND PARK, INC.  
an Illinois corporation,

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument and the \_\_\_\_\_ of T.A.G. Ashland Park, Inc., an Illinois corporation, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

This Instrument Prepared by and After Recording Return To:

Matt C. Deering  
MEYER CAPEL, A PROFESSIONAL CORPORATION  
306 West Church Street  
P.O. Box 6750  
Champaign, IL 61826-6750

**EXHIBIT A**

LEGAL DESCRIPTIONS

ASHLAND PARK SUBDIVISION PHASE NOS. 1, 2, 3 and 4

[See four (4) legal descriptions attached]

LEGAL DESCRIPTION  
ASHLAND PARK SUBDIVISION PHASE NO. 1

A part of the Northwest Quarter of Section 36, Township 20 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 36, proceed South  $00^{\circ} 12' 17''$  East along the East line of said Northwest Quarter, 25.01 feet to the Southerly Right-of-Way line of Olympian Drive; thence North  $88^{\circ} 44' 21''$  West 1137.92 feet along the Southerly Right-of-Way line of Olympian Drive for the True Point of Beginning; thence South  $00^{\circ} 05' 05''$  East 42.90 feet; thence South  $89^{\circ} 54' 55''$  West 1070.00 feet; thence South  $80^{\circ} 23' 33''$  West 63.71 feet; thence South  $52^{\circ} 44' 30''$  West 101.01 feet; thence South  $25^{\circ} 35' 03''$  West 61.59 feet; thence South  $00^{\circ} 05' 05''$  East 952.42 feet; thence North  $89^{\circ} 54' 55''$  East 1020.00 feet; thence South  $00^{\circ} 05' 05''$  East 415.50 feet; thence North  $89^{\circ} 54' 55''$  East 435.98 feet; thence South  $00^{\circ} 05' 05''$  East 709.00 feet; thence South  $89^{\circ} 54' 55''$  West 75.00 feet; thence South  $00^{\circ} 05' 05''$  East, 346.46 feet to the Northerly Right-of-Way line of Interstate Drive per Right-of-Way Plat of Dedication; thence North  $88^{\circ} 45' 13''$  West, 60.02 feet along said Northerly Right-of-Way line; thence South  $00^{\circ} 05' 05''$  East along said Right-of-Way line, 17.00 feet; thence West along said Northerly Right-of-Way line of Interstate Drive, along the arc of a curve, concave to South, having a radius of 10033.00 feet, an arc length of 20.00 feet, a chord bearing of North  $88^{\circ} 58' 39''$  West and a chord length of 20.00 feet; thence North  $00^{\circ} 05' 05''$  West 361.68 feet; thence South  $89^{\circ} 54' 55''$  West 1511.08 feet to the Easterly Right-of-Way line of Prospect Avenue; thence North  $00^{\circ} 05' 02''$  West along said Easterly Right-of-Way line, 177.21 feet; thence North  $89^{\circ} 55' 05''$  East along said Easterly Right-of-Way line, 10.00 feet; thence North  $00^{\circ} 04' 55''$  West along said Easterly Right-of-Way line, 400.00 feet; thence South  $89^{\circ} 55' 05''$  West along said Easterly Right-of-Way line, 10.00 feet; thence North  $00^{\circ} 04' 55''$  West along said Easterly Right-of-Way line, 400.00 feet; thence North  $89^{\circ} 55' 05''$  East along said Easterly Right-of-Way line, 10.00 feet; thence North  $00^{\circ} 04' 55''$  West along said Easterly Right-of-Way line, 700.00 feet; thence South  $89^{\circ} 55' 05''$  West along said Easterly Right-of-Way line, 10.00 feet; thence North  $00^{\circ} 04' 55''$  West along said Easterly Right-of-Way line, 543.73 feet; thence North  $45^{\circ} 35' 05''$  East along said Easterly Right-of-Way line, 55.92 feet; thence South  $88^{\circ} 44' 21''$  East along said Easterly Right-of-Way line, 26.55 feet; thence North  $01^{\circ} 15' 39''$  East along said Easterly Right-of-Way line, 20.00 feet to the Southerly Right-of-Way line of Olympian Drive; thence South  $88^{\circ} 44' 21''$  East along said Southerly Right-of-Way line, 1383.37 feet to the True Point of Beginning, encompassing 46.536 acres, more or less.

**LEGAL DESCRIPTION  
ASHLAND PARK PHASE 2**

A part of the Northwest Quarter of Section 36, Township 20 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 36, proceed South  $00^{\circ} 12' 17''$  East along the East line of said Northwest Quarter, 25.01 feet to the Southerly Right-of-Way line of Olympian Drive; thence North  $88^{\circ} 44' 21''$  West 1137.92 feet along the Southerly Right-of-Way line of Olympian Drive to the Northeast corner of Commons Lot 1172 of Ashland Park Phase 1 as recorded as Document Number 2004 R 32301 in the Champaign County Recorder's Office; thence South  $00^{\circ} 05' 05''$  East 42.90 feet along an East line of said Commons Lot 1172 to the Southeast corner of said Commons Lot 1172; thence South  $89^{\circ} 54' 55''$  West 150.00 feet along said South line of Commons Lot 1172 to the True Point of Beginning; thence South  $00^{\circ} 05' 05''$  East 1122.43 feet; thence South  $89^{\circ} 54' 55''$  West 70.00 feet; thence South  $00^{\circ} 05' 05''$  East 3.50 feet to a Northeast corner of said Ashland Park Phase 1; thence South  $89^{\circ} 54' 55''$  West 1020.00 feet along the North line of said Ashland Park Phase 1 to a point on the East line of Commons Lot 1172 of said Ashland Park Phase 1; thence North  $00^{\circ} 05' 05''$  West 952.42 feet along said East line of Commons Lot 1172; thence North  $25^{\circ} 35' 03''$  East 61.59 feet along an Easterly line of said Commons Lot 1172; thence North  $52^{\circ} 44' 30''$  East 101.01 feet along an Easterly line of said Commons Lot 1172; thence North  $80^{\circ} 23' 33''$  East 63.71 along an Easterly line of said Commons Lot 1172 to a point on the Southerly line of said Commons Lot 1172; thence North  $89^{\circ} 54' 55''$  East 920.00 feet along said Southerly line to the Point of Beginning, encompassing 26.862 acres, more or less.

**LEGAL DESCRIPTION**  
**ASHLAND PARK SUBDIVISION PHASE NO. 3**

A part of the Northwest Quarter of Section 36, Township 20 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows, with bearings based on local datum:

Commencing at the Northeast corner of the Northwest Quarter of said Section 36, proceed South  $00^{\circ} 12' 17''$  East along the East line of said Northwest Quarter, 25.01 feet to the Southerly Right-of-Way line of Olympian Drive; thence North  $88^{\circ} 44' 21''$  West along said Southerly Right-of-Way line, 499.78 feet for the True Point of Beginning; thence South  $00^{\circ} 12' 17''$  East along a line 499.62 feet West of as measured perpendicular to and running parallel with said East line of the Northwest Quarter, 466.77 feet; thence South  $88^{\circ} 44' 21''$  East along a line 466.62 feet South of as measured perpendicular to and running parallel with said Southerly Right-of-Way line, 466.77 feet to a point located 33.00 feet West of as measured perpendicular to said East line of the Northwest Quarter; thence South  $00^{\circ} 12' 17''$  East along a line 33.00 feet West of as measured perpendicular to and running parallel with said East line of the Northwest Quarter, 1579.19 feet; thence South  $89^{\circ} 54' 55''$  West, 147.91 feet; thence North  $00^{\circ} 05' 05''$  West, 949.50 feet; thence South  $89^{\circ} 54' 55''$  West, 440.98 feet; thence North  $00^{\circ} 05' 05''$  West, 3.50 feet; thence South  $89^{\circ} 54' 55''$  West, 670.00 feet to the Southeast corner of Lot 2135 of Ashland Park Phase 2 recorded as Document Number 2006R04216 in the Office of the Recorder of Deeds for Champaign County, Illinois; thence North  $00^{\circ} 05' 05''$  West along the Easterly line of said Ashland Park Phase 2, a distance of 1076.00 feet to the Northeast corner of Lot 2038 of said Ashland Park Phase 2; thence North  $89^{\circ} 54' 55''$  East along a Southerly line of Commons Lot 1172 of Ashland Park Phase 1 as recorded as Document Number 2004R32301 in the Office of the Recorder of Deeds for Champaign County, Illinois, 150.00 feet; thence North  $00^{\circ} 05' 05''$  West along the Easterly line of said Commons Lot 1172, a distance of 42.90 feet to the Northeast corner of said Commons Lot 1172 and said Southerly Right-of-Way line of Olympian Drive; thence South  $88^{\circ} 44' 21''$  East along said Southerly Right-of-Way line, 638.14 feet to the True Point of Beginning, encompassing 30.0278 acres, more or less.

LEGAL DESCRIPTION  
ASHLAND PARK SUBDIVISION PHASE NO. 4

A part of the Northwest Quarter of Section 36, Township 20 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 36, proceed South 00° 12' 17" East along the East line of said Northwest Quarter, 2245.19 feet; thence South 89° 54' 55" West, 33.00 feet for the True Point of Beginning; thence continue South 89° 54' 55" West, 893.27 feet to the Southeast corner of Lot 1133 of Ashland Park Phase 1 as recorded as Document Number 2004R32301 in the Office of the Recorder of Deeds for Champaign County, Illinois; thence North 00° 05' 05" West along an Easterly line of said Ashland Park Phase 1, a distance of 709.00 feet; thence South 89° 54' 55" West along a Northerly line of said Ashland Park Phase 1, a distance of 435.98 feet; thence North 00° 05' 05" West along an Easterly line of said Ashland Park Phase 1 and a Northerly extension thereof, 419.00 feet to the Southwest corner of Commons Lot 2156 of Ashland Park Phase 2 as recorded as Document Number 2006R04216 in the Office of the Recorder of Deeds for Champaign County, Illinois; thence North 89° 54' 55" East along a Southerly line of said Ashland Park Phase 2 and an Easterly extension thereof, said Easterly extension also being a Southerly line of Ashland Park Phase 3, a distance of 740.00 feet; thence South 00° 05' 05" East along a Westerly line of said Ashland Park Phase 3, a distance of 3.50 feet; thence North 89° 54' 55" East along a Southerly line of said Ashland Park Phase 3, a distance of 440.98 feet, thence South 00° 05' 05" East along a Westerly line of said Ashland Park Phase 3, a distance of 949.50 feet; thence North 89° 54' 55" East along a Southerly line of said Ashland Park Phase 3, a distance of 147.91 feet to the Southeast corner of said Ashland Park Phase 3, said point also being located 33.00 feet West of as measured perpendicular to the East line of the Northwest Quarter of said Section 36; thence South 00° 12' 17" East along a line located 33.00 feet West of as measured perpendicular to and running parallel with said East line, 175.00 feet to the True Point of Beginning, encompassing 24.0451 acres, more or less.