E. **Perpetual Use:** All on-site detention facilities herein described shall be maintained in the perpetuity and cannot be developed for any other use which would limit or cause to limit the use of same and limit the function of same.

F. **Physical Maintenance of Detention Facilities and Island Plantings:** Until the City issues an occupancy permit for dwellings on fifty percent (50%) of all Lots the Declarant shall be responsible for all maintenance of the Island Plantings and the on-site storm water detention and the restricted public utilities facilities, and improvements including the operating, repairing replacing, servicing, and the like of same Upon such contingency having been met and Declarant having been met and Declarant having complied with all requirements of the City ordinances relating to such facilities and receiving a certificate of compliance from the City of Crystal Lake, Declarant shall turn over to the Association the responsibility for the physical maintenance of the Island Plantings and the on-site storm water detention and the restricted public utilities facilities (herein collectively referred to as the "facilities"). No Lot Owner shall, without the consent of such Association, maintain such facilities or go upon a neighbor's Lot to maintain such facilities. Maintenance includes surface as well as underground facilities and improvements of restricted public utilities as well as the storm water detention areas noted as "Outlot A" on other Lots.

G **Sideyard watermain maintenance:** An easement is hereby Reserved for a sideyard watermain installation, specifically the 30 feet shared between lots 3 & 4. The CITY will maintain those water mains and lines as shown on the plat(municipal utility easement) up to and including shutoff valves. The CITY's duties will include all necessary work up to and including the backfill stage in the event of repair and replacement work on the watermain.

99=37-0252

The owners will be responsible for prompt, quality restoration, Meeting or exceeding the original construction requirements of All areas on the Owner's parcel damaged by the City in the Process of repairing the watermain. The City agrees to exercise Reasonable care in the repairs made so as not to cause Owner's Property to incur unnecessary damages.

The surface of the municipal water main easement as shown on The plat must be grass or sod. No fences or structures will be Permitted within those areas identified on the Plat for muni-Cipal water main easement

H **Cost of Maintenance:** Prior to the conveyance of title to the first Lot to an Owner, the Declarant shall be responsible for the total cost of construction, operation, repair, replacement, maintenance, servicing, and the like for the Island Plantings and all the on-site storm water detention and restricted public utilities facilities and improvements in the Subdivision. As title to each Lot is conveyed to an Owner, every Owner, by acceptance of his or her deed agrees to pay his or her share of the total cost of maintaining, operating, repairing, replacing, servicing and the like of the Island Plantings and on-site storm water detention and restricted public utilities facilities and improvements on the Subdivision herein. Said share shall be defined as $1/6^{th}$ of the total cost of same as determined by Declarant and /or the Association. Until the fifty percent (50%) contingency requirement is met in Paragraph 16.f., Declarant shall be responsible for such cost in the event the Lot Owner fails to make timely payments of his or her 1/6st share of such expense. All payments for such 1/6st share shall be due and paid within thirty (30) days of the date Declarant or Association determines the individual Lot Owners share of same and notifies Owners of said share. Upon compliance with the fifty percent (50%) contingency requirement under Paragraph 16.f. above, the Declarant shall only be responsible for the share of the cost of maintenance represented by the ratio of the Lots owned by Declarant for the numerator and the number 6 as the denominator.

Lot Owners Liability of Maintenance to be Stated in Deed: Every Lot Owner shall pay 1/6th the cost of maintenance of the Island Plantings and the on-site storm water detention and restricted public utilities facilities and improvements as described above and every deed issued by Declarant shall so state, provided however, failure to so state in such deed shall not waive the Lot Owners obligation to pay for same.

Lien on Lots and personal Liabilities: Each Lot Owner shall have A continuing lien upon his or her Lot equal to 1/6 th of the total Cost of maintenance of the Island Plantings and the on-site storm Water detention and restricted public utilities, facilities and improvements described above. Such lien shall include interest from the date due until the cost is paid, which interest shall be computed at the highest rate allowed by law; such shall include reasonable attorney fees to collect such lien and all court costs and all other reasonable and necessary costs of the Declarant and/or the Association incurred by same to collect such cost of maintenance.
Such costs shall remain a personal obligation of the Lot Owner or Owners. The Declarant and/or the Association are empowered to issue waivers of lien to a specific Lot owner provided all such costs have been paid, when a Lot owner shall sell his or her Lot. All fees and recording expenses for such releases shall be paid by the Lot Owner being released. Such waiver shall not act as a release to subsequent Lot Owners for payment of maintenance costs.

Enforcement: The prohibition or interference with the on-site storm water detention and restricted public utilities facilities and improvements may be enforced in any one or more of the following ways:

1. Enforcement of the covenants and restriction may be by any proceeding at law or in equity, either to restrain violation or to recover damages by the Declarant, the Association, any Owner or the City, against any person(s) violating or attempting to violate any covenant or restriction.

2. In the event the Association fails to make the repairs to or maintain the storm water detention and restricted public utilities area surface, structures or pipes located on Out Lot A of the plat, and Lots 1 through 6, then an Easement is hereby reserved for and granted to the City to take such corrective measures to repair or maintain such water detention facilities. It is agreed however, that such rights and easements shall not be available to the City of Crystal Lake until the City has served notice in writing to the Association requesting that such repairs or maintenance be performed and said Association fails to make such repairs and /or perform such maintenance within fifteen (15) days after receiving such notice.

In case of emergency, the City shall have the right to take immediate corrective action and shall notify the Association of the same as soon as practicable. In the event the City makes such repairs or performs such maintenance, the City shall have the right of reimbursement from the Association and shall further have the right to place a lien against Lots1through 6, until the City is reimbursed for the work performed. Any work performed by the City pursuant to this covenant and easement shall not vest any rights of ownership or responsibility for the continued maintenance of the water detention facilities, and restricted public utilities facilities, and improvements; furthermore, the City maintains the perpetual right and easement to drain public streets into privately maintained storms sewers and detention areas as may be located or shown on the Final Plat of the Subdivision.

3. Failure by the Declarant, Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

k. No Owner may construct any permanent improvements in a Municipal Utility Easement or a Restricted Public Utility Easement. In addition, no permanent improvements, fences, sheds or similar structures may be placed or erected in any Landscape Easements or Municipal Utility Easements. The landscaping installed in the Landscape easements may not be removed, altered or destroyed from their original condition, except to the extent that an Owner may wish to add to the existing landscaping.

17. All legal costs and fees incurred by the undersigned or its successors and assigns or the Association in the enforcement of the provisions of these covenants, conditions and restrictions including reasonable attorney fees, collection costs, interest at the highest legal rate allocated by law, court costs, lien filing fees, and the like shall be paid by the Owner and be a lien until paid.

18. All of the above provisions shall be considered as covenants running with the land and binding upon the grantees of said real estate, their heirs, executors, administrators, successors, and assigns.

19. Failure to obtain approval from the undersigned by consent in writing when required or failure to comply with any of the terms, or requirements herein, may cause the violator to be subject to a fine of Five Hundred Dollars ($500.00). Said fines shall be levied by the Undersigned or the Treasurer of the Association. In the event of default in payment of the aforesaid fine, the undersigned or said Association, its officers successors, and assigns are empowered to assert a lien against the violator's Lot and to file on behalf of the undersigned or said Association, a notice of line with the officer of Recorder of Deeds of McHenry County, Illinois for the amount of said fine. The above is in addition to and not a substitute for the other powers or liens of said undersigned or Association at Law or inequity to enjoin any violation.

IN WITNESS WHEREOF, We have affixed our hands and seals this 9th day of September 1999.

HOME STATE BANK OF CRYSTAL LAKE
As Trustee under the provisions of a Trust Agreement dated APRIL, 1988 and known as Trust # 3465
And not personally

This instrument is executed by Home State Bank/National Association, Crystal Lake, IL., not personally but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by Home State Bank/National Association are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against Home State Bank/National Association by reason of any of the covenants, statements, representations or warranties contained in this instrument.

By: _____
Sr. Vice Pres. & Tr. Officer

Attest: _____
Vice President

COPY

SIGNATURES ON THIS DOCUMENT ARE FACSIMILE OR OTHER PHOTOGRAPHIC REPRODUCTION.

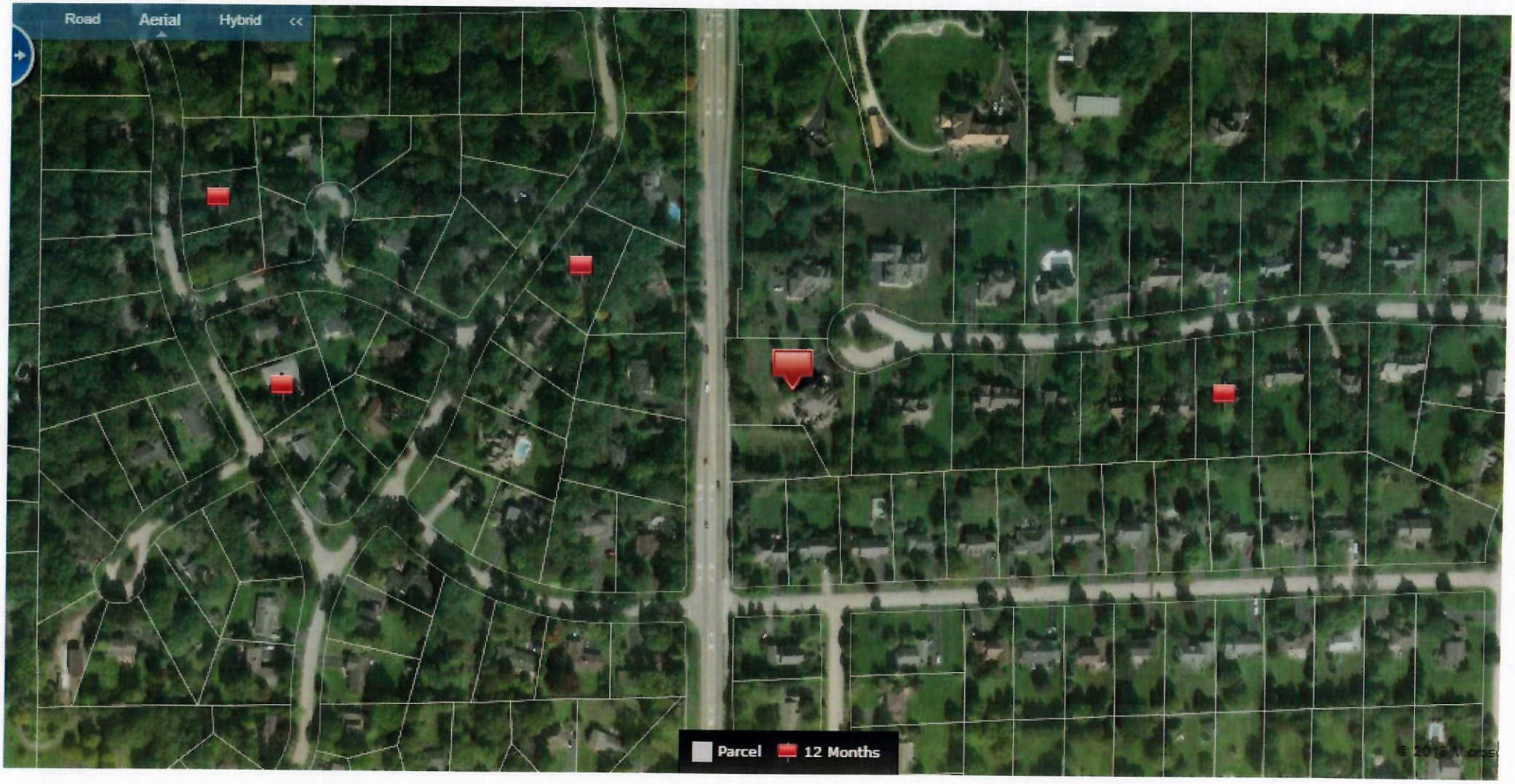
99-37-0256

Section 4

752 Saddle Ridge Tax Data Information

INDEX	Description
1	Aerial 752 Saddle Ridge
2	Redfin's Statement of Value
3	752 Saddle Ridge Neighbors

752 SADDLE RIDGE



Redfin's Statement of Value

752 Saddle Rdg
Crystal Lake, IL 60012

$697,749	Unknown	5	—
Redfin Estimate	Last Sold Price	Beds	Baths

8,673 Sq. Ft.
$80 / Sq. Ft.
Built: 2000
Status: Not For Sale Source: Public Records



752 Saddle Rdg is a house in Crystal Lake, IL 60012. This 8,673 square foot house sits on a 0 square foot lot and features 5 bedrooms. This property was built in 2000. Based on Redfin's Crystal Lake data, we estimate the home's value is $697,749. Comparable nearby homes include 131 Carmella Dr, 721 Saddle Rdg, and 7131 FOXFIRE Dr. Nearby schools include Prairie Ridge High School, Montessori Pathways and Children's Gate Montessori. The closest grocery stores are La Rosita, The Olive Tap and Crystal Lake Health Food Store. Nearby coffee shops include 7-Eleven, Grounds Coffee Bar and Trax Depot Cafe. Nearby restaurants include SUBWAY® Restaurant, New Peking and Rosati's Pizza. 752 Saddle Rdg is near Depot Park, McCormick Park and Crystal Lake Park. This address can also be written as 752 Saddle Ridge, Crystal Lake, Illinois 60012.

Redfin Estimate for 752 Saddle Rdg

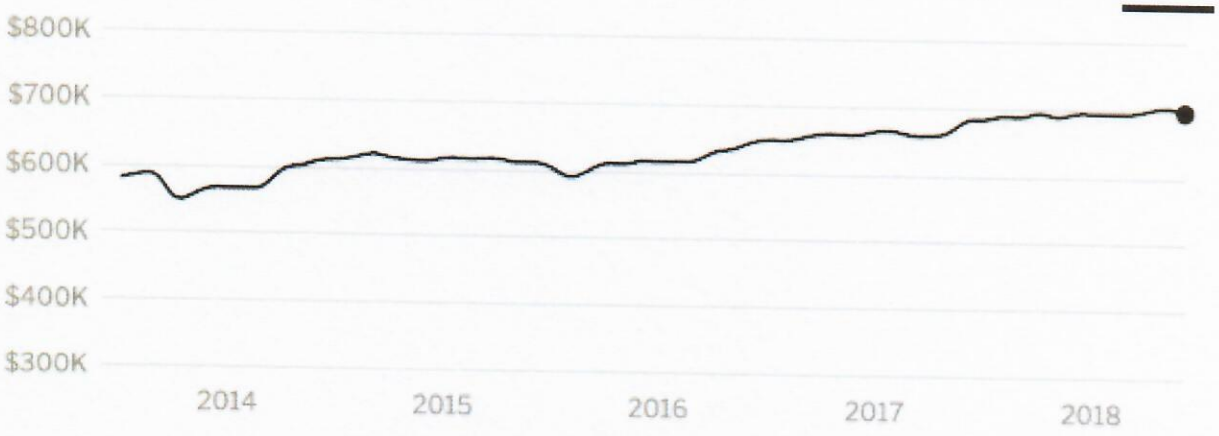
Edit Home Facts to improve accuracy.

$697,749

Track This Estimate

June 2018

1 year 5 years



Estimate based on these recent sales.

A	SOLD 5/31/18	B	SOLD 6/08/18
Sale Price	$400,000	Sale Price	$379,900
	131 Carmella Dr CRYSTAL LAKE, IL 60012		721 Saddle Rdg CRYSTAL LAKE, IL 60012
Beds	5	Beds	4
Baths	4.5	Baths	3.5
Sq. Ft.	3,840	Sq. Ft.	2,720

Home facts updated by county records on May 25, 2018.

Listing Details for 752 Saddle Ridge

Interior Features

Unit Information

- # of Units: 1

Room Information

- # of Rooms: 14

Fireplace Information

- Fireplace Type: Yes

Cooling Information

- Cooling Type: Central Air

Basement Information

- Unfinished Basement Sq. Ft.: 3,418

Bedroom Information

- # of Bedrooms: 5

Taxes / Assessments

Assessor Information

- Year of Last Land Appraisal: 2017

Property / Lot Details

Property Value Information

- Improvements Market Value: $84

Lot Information

- Primary Lot Number: 3

Property Information

- Property Legal Description: DOC 1999R0076068 (PLAT) LT 3 GOERDT SUB
- Building/Structure Sq.Ft.: 8,673
- Total number of Stories: 1
- Total Sq. Ft. of All Structures: 5,255
- Total Sq. Ft. of All Structures Description: Living Area
- Total Finished Sq. Ft. of All Buildings on Property: 5,255
- Total Assessor Sq. Ft. of Buildings: 8,673
- # of Structures on Property: 1