

Prepared by P  
Return to  
Heath Surveying  
850 Vandalia  
Ste. 100  
Collinsville, IL 62234

**COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SEASONS VILLAGE**

26 Wick  
13377

KNOW ALL MEN BY THESE PRESENTS, that whereas  
RTR DEVELOPMENT, INC. is the owner of the following  
described real estate, to-wit:

~~SEE ATTACHED~~

Lots 1-47 and Outlots A, B, C, & D of Seasons V. Map  
as recorded in the Recorder's Office of Madison County  
IL in Plat number 63 on Page 134

NOW, THEREFORE, in consideration of the premises and of the  
benefits accrued and to accrue to the undersigned by reason  
of the Covenants, Conditions and Restrictions imposed upon

said real estate as hereinafter set forth, and as part of a plan for the use, improvement, development, sale and purchase of said real estate, the undersigned do hereby stipulate, agree and declare that they, their successors and assigns, do hereby subject and bind the aforesaid real estate to the following covenants, conditions and restrictions, and do hold each and every lot above described, or portion thereof, for use and sale, subject to the following covenants, conditions and restrictions and do declare that no lot or lots above described, or portion thereof, shall be sold, used or conveyed by them, their heirs, executors, administrators, successors or assigns, except subject to the following covenants, conditions and restrictions, whether expressly stated in the Deed of conveyance or not, to-wit:

Seasons Village is an active 55+ adult community, which is intended specifically for the housing of persons 55 years of age or older. At least one occupant in each home must be 55 or older, and no one under the age of 18 can live in the community on a permanent basis. This community meets the standards set forth and established under the guidelines of the Housing for Older Persons Act of 1995 ("HOPA"). HOPA was adopted to clarify the Fair Housing Act exception for qualifying senior housing. It is the intent to comply with the Federal Fair Housing Act and any other applicable federal or state law or regulation as amended from time to time (hereinafter, collectively, the "Act"), which allows the Declarant/Association to restriction the occupancy of the lots based on familial status provided certain criteria is met.

1. TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS. These Covenants, Conditions and Restrictions are to run with the land and shall be binding on all parties, and all persons claiming under them, until May 1, 2026, at which time said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of 66 percent of all of the owners of the lots, it is agreed to change said Covenants, Conditions and Restrictions in whole or in part; until the last lot in the subdivision is sold by the undersigned, these Covenants, Conditions and Restrictions may be rescinded or amended by the undersigned. Thereafter, these Covenants, Conditions and Restrictions may be rescinded or amended at any time prior to May 1,

2026, or thereafter, by approving vote of all of the Owners of at least 66 percent of the Lots, which shall be effective upon recording of said rescission or amendment, together with an affidavit certifying said vote by the secretary of the Homeowners Association hereinbelow established, in the Recorder's Office of Madison County, Illinois. If the parties hereto, or any of them, or their heirs, successors, personal representatives, or assigns shall violate or attempt to violate any of the Covenants, Conditions and Restrictions, herein, it shall be lawful, and power and authority is hereby given, to any other person owning any of the above described real property, or for the Homeowners Association, without further authority or direction, to enforce, or to prosecute any proceeding at law or in equity to enforce these Covenants, Conditions and Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequentially from such violation, together with expenses, court costs, and attorney's fees incurred in such proceedings. Invalidation of any of one of these Covenants, Conditions or Restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2. LAND USE AND BUILDING TYPE. All lots shall be used for single family residential purposes only, with the exception of the Out lots. No building shall be erected, altered, placed or permitted to remain on any Lot except Out lots other than one detached single-family dwelling, not to exceed two stories in height, excluding the basement, plus an attached garage. Any lot may be used for roadways or access to additional property if needed for development purposes. Out lot "C" will be determined by the Architectural Committee at a later date.
3. BUILDING LOCATION. No building shall be located on any Lot nearer to any street line than the building lines shown on said plat of the subdivision. No structure shall be located closer than ten (10) feet from any side lot line, or closer than variances approved by the City of Troy, Il. For purposes of these Covenants, Conditions and Restrictions, eaves, steps and open porches shall not be considered a

part of the building, provided however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

4. PLANS AND SPECIFICATIONS. An Architectural Control Committee is hereby established, which shall initially be comprised of Robert Moore, Todd Moore and Rob Moore, (hereinafter called the "Architectural Committee"). The following documents shall be submitted to the Architectural Committee for approval prior to the commencement of any site preparation or construction on any Lot, to-wit:

- A. Floor Plans;
- B. Front, sides and rear elevations;
- C. Exterior materials and color selections;
- D. Plot plan showing front, side and rear setback lines, driveways, parking areas, and location of all structures on the Lot;

The Architectural Committee shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Covenants, Conditions and Restrictions. The Architectural Control Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to, and during the construction of any structure, an in discharging their duties hereunder, to enter upon any lot in the Subdivision and will not be deemed to be trespassers thereby, and may enter into contracts, and employ agents, servants and counsel as they deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the Architectural Control Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The above named initial members of the Architectural Control Committee shall hold office until all Lots in the Subdivision are sold. In case of the death, dissolution or resignation of said initial members while holding such office, its successors, heirs and devisees as to the Subdivision shall have the right to name the members of the Architectural Control Committee until all of the Lots in the Subdivision are sold.

Commencing with the sale of the last lot in the Subdivision, the Homeowners Association hereinbelow described shall elect three members of the Architectural Control Committee. At the first such meeting, two members of the Architectural Control Committee shall be elected for one-year terms, and one member for a two-year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for two-year terms, to replace the member or members of the Architectural Control Committee whose term expires. The President of the Homeowners Association shall appoint a replacement member for any member of the Architectural Control Committee who fails to remain in office, until a successor is elected.

5. DWELLING SIZE AND MISCELLANEOUS. No dwelling shall be permitted, on any Lot, which has less than 1450 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies. The character and design of garages must conform to the character and design of the dwelling structure.

No temporary or permanent antenna or antennae will be allowed to be mounted on the ground or upon any structure upon any Lot, and all such antennae will be located inside the house. Exterior satellite dishes may not exceed one meter in diameter and shall be mounted on the rear of the building. No window or wall air conditioning units are permitted.

No recreational apparatus will be permitted in any front yard, or side yard next to a platted street. Recreational apparatus or swimming pools shall not be located any point toward the Lot line fronting any street, past a line drawn parallel with and intersecting that side of the dwelling structure. The Architectural Control Committee shall have absolute discretion as to the location, and to approve or disapprove any recreational construction or apparatus pursuant to these Covenants, Conditions and Restrictions.

No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done

thereon which may be or become an annoyance or nuisance to the neighborhood.

No lot or driveway, outside the exterior walls of the main residential structure or garage, shall be used for the purpose of blocking or jacking automobiles or other vehicles for repair, or for repairing any one or more automobiles, for any period of time.

No shed, trailer, recreational vehicle, tent, shack, garage, barn or basement on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Each lot with a dwelling shall have a garage fully capable of housing a minimum of two automobiles. Garages shall be attached to the dwelling structure.

No trucks, trailers, or commercial vehicles will be allowed to stand upon any Lot, other than service vehicles making deliveries and light pickup and panel trucks. No campers, trucks, mobile equipment, vans, motor homes boats, boat trailers, motorcycles or recreational vehicles will be permitted to be stored outside the dwelling or garage on any Lot in the Subdivision.

No on street parking is allowed for any vehicle. Any exterior parking area will be restricted to operable, automobiles, and such parking space will be allowed only upon prior written approval of the Architectural Committee. The paving materials of all parking areas, driveways, and turnarounds shall be Portland Cement Concrete or brick.

Any and all mechanical work or vehicle maintenance, will be performed in the garage of each residence.

No structure of any kind shall be allowed on any Lot, except the dwelling house, attached garage, and storage buildings which have been approved by the Architectural Control Committee, and nothing shall be stored in the open, outside said dwelling, garage, or storage building with the exception of neatly stacked firewood, for use in the residence on

that lot, except during the period of construction of the dwelling house, it being the intent that, among other things, by way of example and not by way of limitation, no garbage cans, or visible clotheslines shall be allowed.

The home which may be erected on a lot shall be constructed of good quality, new materials, suitable for use in the construction of residences and no old building or buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper, or similar materials may be used as the exterior covering of any building. No A-Frame design, modular, split foyer, or mobile homes, or underground homes are allowed. All fronts of all structures to be 80% masonry (ie., brick, natural stone, cultured stone) or a combination thereof approved by the Architectural Committee. The balance of the exterior walls shall be James Hardie Plank or a composite concrete material. All exterior portions of all structures shall be fully enclosed and finished including by way of example and not by way of limitation, all soffit, under-eave, overhang and porch ceilings. All garage interiors must be finished and painted.

All exterior lighting, including but not limited to directional lighting, shall be so located, shaded and of such intensity so as not to become a visual nuisance to any adjoining or nearby lot owner, and shall be subject to approval of the Architectural Committee. A reasonable number of building and religious lights, signs or decoration may be displayed on a lot for up to 30 days prior to and after a public or religious observation.

All roofs shall be 6-12 pitch minimum and shall be covered with architectural grade shingles or better. All roofs to be constructed of fiberglass or asphalt shingles.

No retail business of any kind shall be permitted in the subdivision, or nor any other business except home offices not open to the public which are permitted under the applicable zoning ordinances.

the occupied units are occupied by at least one person who is 55 years of age or older.

No wall, fences or fencing of any kind shall be allowed in the front yard of any Lot, nor on any side of a dwelling along a street between a line or lines intersecting that side of the house and parallel with that street. No wall, fences or fencing over three (3) feet in height shall be allowed on any Lot, nor shall any wall, fence or fencing be located closer than one foot to any Lot line, except developer installed fence along perimeter of Bouse Rd. and Whitworth Rd. All fences and fencing shall be professionally constructed wrought iron construction and be compatible with the natural surroundings, subject to the conditions herein set out for materials. No chain link, wire, vinyl, or other metal wall, fence or fencing shall be permitted. All walls, fences and fencing must be submitted to, and approved by the Architectural Committee prior to construction, and must be continually maintained to present an attractive appearance, or, after 60 days notice, such walls, fences and fencing may be removed by the Homeowners Association and the cost thereof billed to the Lot Owner.

Each Lot owner shall comply strictly with the setback and building lines shown on the aforesaid Plat of the Subdivision.

Each dwelling shall have at least one (1) yard light, which shall be located between the dwelling and the street. One yard light and one mailbox shall be supplied by the Developer. All yard lights and mailboxes, and the location thereof, shall be approved in advance by the Architectural Committee, and of the design and construction approved for the first dwelling constructed in the Subdivision.

6. LIVESTOCK AND PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs or cats. No pets of any kind will be allowed to be maintained for any commercial purpose. Only two pets are permitted per household. All household pets must be leashed when outside. No pets shall be permanently leashed or fenced outside.



7. CONSTRUCTION OF RESIDENCES, MAINTENANCE OF PROPERTY. During the construction, maintenance or refurbishment of any dwelling house or Lot, any littering or damage to the public and private roadways and easements in the Subdivision, and any cleanup of them, shall be the responsibility of the Owner of any Lot upon which such work is being performed.

The burning of any material outside of any dwelling house shall be prohibited except for exterior patio fireplaces/pits.

All sites shall have a finish grade that will allow the natural flow of surface drainage water from one lot to another without erosion or damage. Under no circumstances shall the owner of any Lot or parcel of land in the Subdivision alter the topographic conditions of said owner's property in any way that will permit or cause additional quantities of water to flow from or across said owner's property and onto any adjoining property or public right of way. Grading shall be sloped and tapered at the side or rear lot lines in such a manner as to permit construction on an adjacent lot without the need for retaining walls. Gutter down spout run-off water may be connected to storm sewers whenever permitted by municipal regulations, but shall never be connected to any sanitary sewer and major changes to landscaping must be approved by the Architectural Control Committee.

8. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, rubbish and garbage, or other wastes, shall not be kept, except in sanitary containers located inside the dwelling house, except on collection days, when said sanitary containers may be placed near the platted streets for collection.
9. SIGNS. No signs of any kind shall be displayed to the public view on any Lot, except signs used by developer/builder to advertise the property during construction and sales of Lots and residences, or

signs used by the undersigned to identify the Subdivision and to advertise sales of Lots and residences in the Subdivision.

10. EASEMENTS. Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved, as shown on the above mentioned recorded plat of the Subdivision. No building or any other structure of any kind shall be placed on, in, or over any such easement; any such building or structure shall be removed at the expense of the Lot Owner.
  
11. HOMEOWNERS ASSOCIATION. A Homeowners Association shall be established under a general not for profit corporation and shall be vested with all the powers, duties and responsibilities of the Homeowners Association set out in these Covenants, Conditions and Restrictions and provided by law.

Seasons Village is an active 55+ community which is intended specifically for the housing of persons 55 years of age or older.

It is the duty of the Homeowners Association through by laws to publish and adhere to policies and procedures that demonstrate the intent required under this subdivision. It is the duty of the association to verify by ensuring that occupants are 55 years of age or older.

The Association is responsible for maintenance including mowing, yearly fertilizing, pruning and trimming of lawns and landscaping installed on the lots as part of construction and for maintenance of the Entrances and Boulevard Landscaping and maintenance and repair commons property deeded to the Association.

The Association is responsible for enforcement of the Covenants, Conditions and Restrictions for the initial establishment and collection of assessments. The Association shall have the right and duty to assess fees to cover the cost of the aforesaid maintenance or other improvements to the common property. The Association shall have the right and duty to file liens against homeowners for non-payment

of fees. Fees for maintenance shall be assessed only upon completion and sale and/or occupancy of each home.

The Developer shall appoint the initial three directors of the Homeowners Association who shall administer the Association until the election at the 1<sup>st</sup> annual meeting of members shall be held on date as fixed by the developer no later than the earlier of a) four years from the date of recording of this Covenants, Conditions and Restrictions or b) 60 days from the date when 66 2/3 of the lots have been conveyed by the developer.

IN WITNESS WHEREOF, the undersigned have set their hands this 31st day of January, 2008.

RTR Development, Inc.

By: Robert H. Moore  
President/Secretary

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF MADISON    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Robert M. ..., personally known to me to be the President of RTR Development, Inc. and, personally known to me to be the Secretary of said corporation, 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 as such President and Secretary, they signed, sealed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notaries Seal this 31<sup>st</sup> day of April, 2008.

Francis Strohman  
Notary Public

END OF DOCUMENT



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T: 6048545

2014R21752

STATE OF ILLINOIS

MADISON COUNTY

07/15/2014 2:37 PM

AMY H. MEYER, RECORDER

REC FEE: 25.00

CD STAMP FEE

ST STAMP FEE

FF FEE:

BHSPS FEE: 0.00

# OF PAGES: 2

THIS PAGE BEING ADDED

4 CLK 2148

FOR RECORDER'S USE ONLY

Repared by: Patry Moore  
7528 Clarence Ct  
Glen Carbon, IL 62034

Return to: Patry Moore  
7528 Clarence Ct.  
Glen Carbon, IL 62034



AMENDMENT DATED July 15, 2014

TO

COVENANTS, CONDITIONS, AND RESTRICTIONS  
Dated January 31, 2008  
Recorded February 6, 2008  
FOR

SEASONS VILLAGE SUBDIVISION *WS/SS*

Page 4 to read:

4. Plans and Specifications

Due to death of Robert H. Moore, Architectural Control Committee to be comprised of Patsy A. Moore, Todd Moore, and Robert W. Moore.

Documents to be submitted:

- A. Floor Plans and Specifications
- B. Fronts, sides and rear elevations
- C. Exterior materials and color selections
- D. Plot plan showing front, side, and rear setback lines, driveway and location of structure

Page 7 second section to read:

All fronts of structures to be 50% masonry (i.e. brick, natural stone, cultured stone, or combination thereof) approved by Architectural Control Committee. The balance of exterior walls to be of an approved siding.

Page 8 third section to read:

Each dwelling to have at least one yard light operated by sensor. Mailbox and post to be white. All yard lights and mailboxes, and location thereof, to be approved by Architectural Control Committee.

IN WITNESS WHEREOF, the undersigned have set their hands this 15th day of July, 2014.

RTR DEVELOPMENT CO., INC.

By: *Patsy A. Moore*  
President/Secretary

STATE OF ILLINOIS  
COUNTY OF MADISON

Given under my hand and Notary Seal this 15<sup>th</sup> day of July, 2014.

*Susan M. Sabolo*  
NOTARY PUBLIC

END OF DOCUMENT

