

**RESOLUTION NO. 2023-05-04**

**A RESOLUTION AUTHORIZING EXECUTION OF DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR REPLAT  
OF SOUTH POINT SUBDIVISION**

**WHEREAS**, the City of Altamont, Illinois, heretofore approved and passed Resolution No. 2022-05-04, A Resolution Approving Preliminary Plat and Final Plat of South Point Subdivision and Further Approving Certificate of Platting for South Point Subdivision; and,

**WHEREAS**, the City of Altamont, Illinois, heretofore approved and passed Resolution No. 2023- 05 - 03 , A Resolution Approving Preliminary Plat and Final Plat of Replat of South Point Subdivision and Further Approving Certificate of Platting for Replat of South Point Subdivision; and,

**WHEREAS**, the City of Altamont, Illinois, owns all of the lots in Replat of South Point Subdivision, (hereinafter referred to as the "Property"); and,

**WHEREAS**, the City Council of the City of Altamont, Illinois, desires to ensure the proper development of the Property and to provide proper landscaping and maintenance thereof and in general to encourage construction of attractive, high quality, permanent improvements that will promote the general welfare of all owners and occupants of the Property in accordance with the terms and conditions of a certain Declaration of Covenants, Conditions, and Restrictions for Replat of South Point Subdivision, which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF ALTAMONT, EFFINGHAM COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION I:** The findings made in the prefatory portion of this Resolution are hereby adopted.

**SECTION II:** The Declaration of Covenants, Conditions, and Restrictions for Replat of South Point Subdivision, the form of which is attached hereto and made a part hereof by this reference, is hereby approved.

**SECTION III:** The Mayor and City Clerk are hereby authorized to execute and attest to the Declaration of Covenants, Conditions, and Restrictions for Replat of South Point Subdivision, as well as any and all other necessary documents to consummate the transaction contemplated herein.

**SECTION IV:** This Resolution shall be in full force and effect from and after its passage and approval by the corporate authorities in the manner provided by law.

Placed on file this 15<sup>th</sup> day of May, 2023.

Presented, passed and approved this 22 day of May, 2023.

YEAS: 4

NAYS: 0

CITY OF ALTAMONT, ILLINOIS

Dan E. Milleville

Dan E. Milleville, Mayor

ATTEST:

Sarah Stephen  
Sarah Stephen, City Clerk

202323001975  
Filed for Record in  
EFFINGHAM COUNTY, IL  
MICHELLE KOLLMANN, COUNTY RECORDER  
06-14-2023 At 02:54 PM.  
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OR Vol 3863 Page 206 - 222

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
REPLAT OF SOUTH POINT SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
REPLAT OF SOUTH POINT SUBDIVISION ("Declaration") is made as of  
May 22, 2023, by the **CITY OF ALTAMONT, ILLINOIS, an Illinois  
municipal corporation**, ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the Owner and legal title holder of certain real estate in the  
County of Effingham and State of Illinois, which real estate is legally described in Exhibit A  
attached hereto and by this reference made a part hereof (the "Property"); and,

WHEREAS, Declarant intends that the Property be developed pursuant to this Declaration  
and Declarant desires to establish for its own benefit, and the mutual benefit of all future Owners,  
mortgagees, tenants, and Occupants of the Property or any part thereof, mutually beneficial  
restrictions and obligations with respect to the use, conduct and maintenance thereof; and,

WHEREAS, it is the purpose of this Declaration to ensure the proper development of the  
Property and to provide proper landscaping and maintenance thereof and in general to encourage  
construction of attractive, high quality, permanent improvements that will promote the general  
welfare of all Owners and Occupants (as such terms are hereinafter defined); and,

NOW, THEREFORE, the Declarant hereby declares that the Property shall be transferred,  
held, sold, conveyed, and accepted subject to this Declaration. Declarant does hereby further  
declare that the following covenants, restrictions, easements, conditions, burdens, uses, privileges,  
charges and liens shall: (1) exist at all times hereafter amongst all parties having or acquiring any  
right, title or interest in any portion of the Property; (2) be binding upon and inure to be the benefit  
of each Owner; and (3) run with the land subjected to this Declaration, to be held, sold and  
conveyed subject thereto.

**ARTICLE I: DEFINITIONS**

1.01. "Above Ground Level Floor Area" shall mean that portion of a Dwelling which is built over a basement or foundation, and which is above grade, exclusive of attics, garages, and open or screened in porches.

1.02. "Accessory Building" shall mean separate building or portions of the main building located on the same Lot and which are incidental to the main building or to the main use of the premises.

1.03. "Architectural Control Committee" shall mean the designated body with the authority to approve or disallow the placement of any Structure on a Lot.

1.04. "Building Area" shall mean that portion of a Lot within which the construction and maintenance of the main buildings is permitted.

1.05. "Declarant" shall mean and refer to the City of Altamont, Illinois, an Illinois municipal corporation, and its successors and assigns.

1.06. "Dwelling" shall mean a separate and detached main building designed and constructed for the residential use of one and only one household.

1.07. "Lot" shall mean each part of the Property, the size and dimension which shall be established by the legal description in the deed conveying such Lot. A Lot may also be established by Declarant by an instrument in writing executed, acknowledged, and recorded by Declarant which designates a part of the Property as a Lot for the purposes of this Declaration.

1.08. "Occupant" shall mean any person legally entitled to occupy and use any part or portion of a Lot (as hereinafter defined).

1.09. "Owner" shall mean and refer to the record Owner, other than Declarant, whether one or more persons or entities, of fee simple title to any Lot.

1.10. "Person" shall mean a natural person, firm, corporation, partnership, or any legal entity, public or private.

1.11. "Plat" shall mean and refer to the final plat attached to Replat of South Point Subdivision reference made to Plat # 451-A, in Book 3862 page 257, Document No. 202323001920, recorded on June 9, 2023, in the Effingham County Recorder's Office, Effingham County, Illinois.

1.12. "Property" shall mean and refer to that certain real estate described in Exhibit A attached hereto and by this reference made a part hereof.

1.13. "Structure" shall mean any building, planting, Dwelling, fence, excavation or any other thing or work on the real estate (including, but not limited to, antenna systems).



1.14. "Subdivision Regulations" shall mean the City of Altamont, Illinois, Subdivision Regulations as contained in Chapter 34 of the Revised Code of Ordinances of the City of Altamont, Illinois, as amended from time to time.

1.15. "Zoning Regulations" shall mean the City of Altamont, Illinois, Zoning Regulations as contained in Chapter 40 of the Revised Code of Ordinances of the City of Altamont, Illinois, as amended from time to time.

## ***ARTICLE II: PURPOSE***

2.01. **Purpose.** The Property is hereby made subject to the following conditions, covenants, restrictions and easements, all of which shall be deemed to run with the Property, to ensure the proper use and appropriate development and improvement of the Property for the purpose of (a) maintaining the value and use of the Lots; (b) preventing the erection on the Property of any Structure constructed of improper or unsuitable materials or with improper quality and methods of construction; (c) ensuring adequate and reasonably consistent development of the Property; (d) encouraging and ensuring the construction of attractively designed high quality permanent improvements appropriately located within the Property which achieve a harmonious appearance and function; (e) providing adequate off-street parking, loading facilities and proper landscaping and maintenance of the Property; and (f) generally promoting the welfare and safety of the Occupants and Owners of the Lots.

## ***ARTICLE III: RESTRICTIONS GOVERNING IMPROVEMENTS***

3.01. **Incorporation of Plat.** All terms, conditions, statements, notes, and restrictions indicated on the Plat are incorporated herein by reference.

3.02. **Improvements Generally.** No improvement shall be constructed or erected on any portion of the Property unless it complies with the provisions of this Article III. The Property shall not be used for commercial or business purposes, except a home business not to exceed 400 square feet within any Dwelling on a Lot or Lots. There shall be no perceptible noises, odor, smoke, electrical interferences, or vibrations emanating from such home business.

3.03. **Allowable Structures.** No Structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single family residence Dwelling, including an attached private garage for not less than two (2) automobiles per Dwelling, with a minimum width of twenty feet (20') and one (1) Accessory Building incidental to residential use of the premises. Notwithstanding anything contained herein to the contrary, portable buildings are prohibited. No mobile homes, trailers, modular homes, manufactured, prefabricated, pre-engineered, factory-built, or factory-made homes, buildings or structures shall be constructed or otherwise be placed upon the premises. All Dwellings and Accessory Buildings shall be stick built. Notwithstanding anything contained herein to the contrary, prefabricated, or pre-engineered wall sections and roof trusses set by a contractor on subfloor that is to be built on site may be allowed subject to prior, written approval of the City of Altamont Zoning Administrator. All Structures shall be constructed in compliance with the directives of the City of Altamont Zoning Administrator as stated herein.

3.04. **Minimum Dwelling - Quality and Size.** No Dwelling shall be permitted on any Lot and/or Lots unless it includes an attached garage for a minimum of two (2) automobiles with a minimum width of twenty feet (20'). No one story Dwelling shall have an Above Ground Level Floor Area of less than fifteen hundred (1,500) square feet, exclusive of garages, porches, decks, and basements. No one and one-half or two (1 ½ or 2) story Dwelling shall have an Above Ground Level Floor Area of less than one thousand five hundred (1,500) square feet, exclusive of garages, porches, decks, and basements. No duplexes, triplexes, or other multiple-dwelling structures shall be constructed on the Lots described herein. No round or domed structures shall be constructed on the Lots described herein. No basement (in earth) homes shall be constructed on the Lots described herein. All Dwellings shall be supplied with proper sewage facilities, public utilities, and public water service.

3.05. **Timing of Construction- Dwelling.** The construction of the single-family residence Dwelling shall be completed within eighteen (18) months of purchasing the Lot.

3.06. **Height of Structure.** The maximum height of any Dwelling or Accessory Building shall not exceed thirty-five (35) feet above wall foundation to the roof peak without prior written approval of the City of Altamont Zoning Administrator.

3.07. **Roofing.** All roofing shall be at least three-tab asphalt, fiberglass, or cedar. Metal roofing shall only be allowable if it is of a type that imitates the look and texture of regular asphalt shingles, with hidden fastener or standing seams. Furthermore, ribbed metal roofing material may only be used as an accent for locations such as a dormer, porch bay window, or other small protrusion with a roof.

3.08. **Siding/Exterior Wall Surface.** No Dwelling or Accessory Building shall be constructed of asbestos siding, metal siding, roll roofing, roll siding, tar paper, tin or iron sheeting, concrete block, nor second-hand or used materials. Any metal siding not listed herein requires prior written approval of the City of Altamont Zoning Administrator prior to construction utilizing said material.

3.09. **Foundation and Floor Height.** The foundation of any Dwelling or Accessory Building shall be poured concrete, and the maximum foundation floor height shall be twenty-four (24) inches in height above the elevation of the adjacent street, unless the City of Altamont Zoning Administrator provides prior written approval to deviate from the maximum height requirements, and further provided positive drainage to the street or storm sewer system is provided in the construction of the Dwelling or any other structure.

3.10. **Building Location and Setback Lines.** No building shall be located on any Lot except within the lot lines as shown upon the recorded Plat and in accordance with the Subdivision Regulations and Zoning Regulations of the City of Altamont.

3.11. **Easements.** Easements for the installation and maintenance of right-of-way, utilities and drainage facilities are reserved as noted on the recorded Plat. No Structure shall be erected, placed, or allowed to remain over areas reserved for easements which would damage or interfere with the construction or maintenance of said utilities. No trees or shrubs shall be erected,



placed, or allowed to remain over areas reserved for easements. or allowed to All connections to utility services shall be made underground. Any required above ground appurtenances to the underground utility system shall be located within six feet (6') of said lot lines.

**3.12. Permissible Building - Order of Construction.** All buildings erected on any Lot shall be constructed of material of quality suitably adapted for use in the construction of residences, and no building or buildings shall be moved to and placed upon 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 and which are promptly removed upon completion of such Dwelling or Accessory Building.

**3.13. Non-Occupancy and Diligence during Construction.** The work of 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 restriction and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted.

**3.14. Temporary Structures.** No Structure of a temporary character, trailer, mobile home, basement, shack, garage, barn, Accessory Building, or other type of out-building shall be used on any Lot as a residence at any time either temporarily or permanently.

**3.15. Accessory Building- Additional Restrictions.** An Accessory Building shall not exceed one-thousand two hundred (1,200) square feet in size. All Accessory Buildings constructed on the Property shall be approved by the Architectural Committee, as provided herein, prior to the beginning of construction. No Accessory Building shall be larger than one story in height, excluding a basement, if any. An Accessory Building and building materials utilized for the construction of the Accessory Building shall conform aesthetically with the exterior construction of the Dwelling.

**3.16. Signs.** No sign of any kind shall be displayed to the public view on any Lot except, one sign of not more than four (4) square feet in size and four (4) feet in height, which advertises a Lot for sale or advertises the builder of a structure on a Lot during construction and sale of such structure, may be placed on a Lot.

**3.17. Underground Utilities.** All utility connections, including all electrical, telephone, water, internet, and other utility lines, connections and installations shall be made underground from the nearest available utility source.

**3.18. Oil and Mining Operations/Excavations.** No oil drilling, oil development operations, oil refining, quarrying, soil stripping, leasing, or mining operations of any kind shall be permitted upon or in any lot, and no oil wells, tanks, tunnels, mineral excavations, or shafts shall 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

corporation shall strip, excavate, or otherwise remove sand, gravel, or soil for sale or use other than on the Lot from which the same shall be taken, except in connection with construction or alteration of a building on such Lot and excavation or grading incidental thereto.

3.19. **Livestock and Poultry.** No animals, snakes, horses, swine, poultry, or other livestock and no dangerous or wild animals of any kind shall be raised, bred, or kept on any Lot, except that no more than three (3) dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No animal shall be allowed which disturbs the peace by loud noises at any time of the day or night. All animals shall be confined to the Lot of the owner of the animal unless said animal is leashed. Any outdoor kennel area on a Lot shall not exceed one hundred fifty (150) square feet in size.

3.20. **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 pending removal from a sanitation service. 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 as not to be visible from other property.

3.21. **Street Sight Line Obstruction.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points fifteen feet (15') from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. Further, none of the above-described obstructions shall be placed or permitted to remain in the triangular area formed by a street property line, either edge of any driveway, and a line connecting a point fifteen feet (15') on the street property line outward from the edge of the driveway and a point on the edge of the driveway ten feet (10') from the street property line.

3.22. **Off-Street Parking.** All Property Owners shall provide and use at all times off-street parking for the number of automobiles and pick-up trucks in use by the Owner or Occupant on the Property. Any and all boats, tractors, lawnmowers, lawn care equipment, wagons, trailers, campers, motor homes, snowmobiles, motorcycles, trucks (other than pick-up trucks) and all other recreational vehicles shall be stored in an enclosed garage or enclosed Accessory Building built to the standards as stated herein.

3.23. **Driveways.** All Lots shall be improved with a driveway that serves the single-family residential structure and, at a minimum be constructed of concrete or asphalt materials to support vehicular traffic, be a minimum width of twenty feet (20') and include a minimum attached two (2) car garage. Furthermore, any Lot that has been improved with an Accessory Building that includes any type of entrance door for vehicles (i.e., detached garage) shall provide a secondary driveway to serve such Accessory Building, and such driveway serving an Accessory Building shall, at a minimum, be constructed of concrete or asphalt materials to support vehicular traffic, and be a minimum width of ten feet (10').



3.24. **House Number.** The house number must be displayed on the front of each single-family residential structure with numbers being a minimum of three inches (3") in size and in a contrasting color.

3.25. **Mailboxes.** Concurrently with the occupancy of a Dwelling upon each Lot, the Owner thereof shall provide a mailbox adjacent to the street right-of-way. Said mailbox and the installation thereof shall comply with all United States Postal Service Rules and Regulations. The Architectural Control Committee shall establish criteria regarding the make, model, and location of said mailbox.

3.26. **Fences.** No fence or other structure shall be erected, altered, placed, or permitted to remain on any Lot without the prior, written approval of the City of Altamont Zoning Administrator. Any fence or other structure installed, erected, placed, maintained, or altered on any Lot shall be made of vinyl, coated chain link, or wrought iron. Wooden fencing is prohibited in any circumstances. No fence shall be taller than eight feet (8'). No Fence shall be erected between the side of the residence and the street on the corner lots. No Fence shall be erected on any lot closer to the street than ten feet (10') in front of the rear of the Dwelling. No underground fence shall be placed on any Lot closer than three (3) feet from any property line or within any easement area, if any, located upon a Lot. All fences shall be appropriately maintained.

3.27. **Exterior Lighting.** All exterior lighting shall be decorative, and shall be placed on decorative posts, and shall not be placed on rough-cut or rough-hewn wooden poles or telephone poles; notwithstanding the foregoing exterior entrance lighting, pathway low voltage lights, home accent lighting and/or security lights. No person(s) shall deviate from the standards provided for exterior lighting set herein on any Lot without first obtaining prior, written approval from the Zoning Administrator. In no event shall any exterior mercury vapor lighting be allowed anywhere on the Property.

3.28. **Wood Burning Furnaces and Stoves.** No exterior wood burning furnaces or stoves shall be constructed or otherwise be placed upon any Lot.

3.29. **Nuisances.** No noxious or offensive trades, services, or activities shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owner or Occupant of other Lots within the Property by reasons of unsightliness or excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke, or noise. No person shall dump, place, fill, or allow to accumulate any garbage, refuse, trash, junk, debris, junk, unmovable or inoperable motor vehicles. No motor vehicle shall be repaired on any Lot or on the Property unless such repair work occurs within an enclosed attached garage or Accessory Building constructed to the standards contained herein. No incinerators or disposal equipment of any kind shall be kept on the Property. No person shall operate a landfill, private or public, for the disposal of waste materials, garbage, debris or refuse whether generated on the Property or elsewhere. No person shall allow the growth of noxious weeds. Furthermore, weeds on vacant lots shall be cut, at minimum, between May 1 and May 15, June 15, and June 30, and again between September 1 and September 15 in each year.

3.30. **Construction and Maintenance of Landscaping.** Each Lot shall be landscaped and seeded to grass within sixty (60) calendar days of final grading or occupancy of a Dwelling or Accessory Building, unless season or weather prohibit. Furthermore, during construction of a Dwelling or any Accessory Building, a silt fence shall be maintained along the property lines, until such time as grass is established. Each Lot Owner or Occupant shall be responsible for maintaining all landscaping located within the any utility or drainage easement area, if any, located upon their respective Lot.

3.31. **Construction.** During any period of construction or repair the lot Owner responsible for such construction and repair shall maintain proper safety procedures, including appropriate construction barriers. Any construction use of easement areas for ingress and egress shall be minimized so as to not interfere with traffic and so as not to create offensive dust, debris, noise, or fumes. Any damage to common areas or private lots, wherever located, caused by construction traffic shall be promptly repaired by the lot Owner so as to place such damaged area in the condition which existed immediately prior to the construction period.

3.32. **Hazardous Waste.** No Lot Owner shall cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in their respective lot. Lot Owners shall not do, nor allow anyone else to do, anything affecting their lot that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on their lot of small quantities of Hazardous Substances that are generally recognized to be appropriate to maintenance of the premises.

Lot owners shall promptly give the Architectural Control Committee written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving their lot and any Hazardous Substance or Environmental Law of which lot owners have actual knowledge. If the lot owners learn, or are notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting their lot is necessary, the low owners shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 3.28, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 3.27, "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety, or environmental protection.

3.33. **Drainage.** No person shall alter or unreasonably restrict or unreasonably increase the natural flow and drainage of surface water runoff within the Property. All sump pumps drains and gutter lines from any Dwelling or Accessory Structure must be connected to a public storm sewer.

3.34. **Rubbish.** Each Owner or Occupant shall remove at its own expense any rubbish or trash of any character which may accumulate on its Lot. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers pending removal from the Lot. All equipment for the



storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be subject to the requirements of Sections 3.02 and 3.29 hereof. No burning of rubbish or trash shall be permitted at any time.

3.35. **Concrete Washout Prohibited.** No Lot Owner or Occupant shall cause or permit concrete washout activities and/or any dumping, disposal, or release of wastewater from concrete washout upon any portion of the Property.

#### ***ARTICLE IV: CONTROL OF BUILDINGS***

4.01. **Architectural Control Committee.** An Architectural Control Committee is hereby formed for the purpose of maintaining compliance with these restrictions and maintaining the general character of the Property. Said Architectural Control Committee shall review and approve or deny any and all site plans for the construction of any Dwelling structure, home, building, garage, Accessory Building, or outbuilding. The Architectural Committee shall initially consist of three (3) members who shall serve for a term of fifteen (15) years from the date of recording of this instrument in the Effingham County Recorder's Office. The initial members shall be the Mayor, Zoning Administrator, and Clerk of the City of Altamont, Illinois. At the end of said fifteen (15) year term, the owners of the Property may convene after mailing written notice to each record owner of the Property (addresses to be determined by the last available tax bill on file with the Effingham County Supervisor of Assessments Office), and at such meeting may elect three members by simple majority vote of those owners present to the Architectural Control Committee, who shall serve for a period of five (5) years, after which this process shall repeat.

4.02. **Control of Buildings.** No building, Dwelling, structure, Accessory Building, or other improvement shall be constructed, placed, altered, maintained, or permitted on any Lot without the prior approval of Architectural Control Committee as hereinafter set forth. Approvals under this Article IV shall not be arbitrarily or capriciously withheld.

4.03. **Submissions to Architectural Control Committee.** To secure the Architectural Control Committee's approval, the Owner shall deliver to the Architectural Control Committee, in form reasonably satisfactory to the Architectural Control Committee, three (3) complete sets of the following:

- a. The Lot site plan showing, among other things:
  - i. North point;
  - ii. Scale;
  - iii. Date;
  - iv. Boundaries of the property involved;
  - v. Location of all public and private easements and utility and water lines, and existing streets;
  - vi. Topography of the project area with contour intervals of five feet or less unless waived by the Architectural Committee;
  - vii. Location of culverts, drains, ditches, and other drainage mechanisms;
  - viii. Location of sanitary/sewer lines;



- ix. Location, size, and character of proposed project and proposed structures, including but not limited to, floor plans, landscaping plans, and exterior profile drawings;
- x. Such other information, documents, drawing, or diagrams requested by the Architectural Committee, including plans and diagrams showing exterior lighting and peak height; and,
- xi. The name, telephone number and address of the person proposing the site plan.

All of the foregoing (hereinafter collectively called "Plans and Specifications") shall conform to the applicable provisions of this Declaration, Zoning Regulations, and Subdivision Regulations.

**4.04. Time for Review of Plans and Specifications.** Within thirty (30) days after the Owner has served written notice upon Architectural Control Committee that it has submitted all required Plans and Specifications to Architectural Control Committee, Architectural Control Committee shall notify Owner in writing whether such Plans and Specifications are approved or disapproved. Any such disapproval shall set forth the reason or reasons for such disapproval. Should Architectural Control Committee fail to approve or disapprove the aforesaid Plans and Specifications in writing within said thirty (30) day period, then Architectural Control Committee shall be conclusively presumed to have approved same. No construction of the improvements provided for in the submitted Plans and Specifications shall be commenced until the expiration of the aforementioned thirty (30) day period or the receipt of Architectural Control Committee's written approval of Plans and Specifications, whichever shall first occur.

**4.05. Time for Review of Revised Plans and Specifications.** If Architectural Control Committee shall disapprove any part of the Plans and Specifications submitted as aforesaid, the Owner shall revise its Plans and Specifications to incorporate such changes and shall deliver three (3) complete sets of revised Plans and Specifications to Architectural Control Committee and Architectural Control Committee shall have thirty (30) days within which to review such revised Plans and Specifications to determine Owner's compliance with the Architectural Control Committee's requested changes. Should the Architectural Control Committee fail to advise Owner in writing of whether or not such revised Plans and Specifications are in compliance with the suggested changes within the thirty (30) day period, then the Architectural Control Committee's approval shall be conclusively presumed to have been granted.

**4.06. Changes in Approved Plans and Specifications.** Owner shall secure the approval of the Architectural Control Committee to any change or revision in approved Plans and Specifications in the manner provided in this Article for the approval of Plans and Specifications. The Architectural Control Committee shall endeavor to review such changes or revisions within a shorter period of time than the thirty (30) day period provided in Section 4.04 hereof but shall not be required to do so.

**4.07. Owner's Rights-Arbitration.** If Owner believes that the disapproval of any Plans and Specifications is arbitrary and capricious, Owner must, as its sole remedy, submit the matter to final and binding arbitration pursuant to the provisions of the Illinois Uniform Arbitration Act

and the rules of the American Arbitration Association to the extent that such rules are not inconsistent with said Act. The fees of such arbitrator and court reporter fees, and any other fees, such as attorneys' fees, incurred by the Architectural Control Committee in connection with such arbitration, shall be borne by the Owner only if the Architectural Control Committee prevails. If the Owner prevails in the arbitration proceeding, then such fees shall be borne by the Architectural Control Committee. In determining any question, matter or dispute before such arbitrator, the arbitrator shall apply the provisions of this Declaration without varying therefrom in any respect and shall not have the power to add to, modify or change any of the provisions of this Declaration. The parties to the arbitration agree to fully cooperate and to obtain the cooperation of their respective employees, agents, and contractors and to use their respective best efforts to supply as witnesses any former employee, agent, or contractor and to produce relevant documents which may be requested by the other.

**4.08. Approvals and Responsibilities.** Neither Architectural Control Committee, or its agents, employees, successors, or assigns shall be liable in damages to any Owner or to any other Person submitting Plans and Specifications to any one or more of them for approval by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any Plans and Specifications. Every Person who submits Plans and Specifications to the Architectural Control Committee, for approval as herein provided, agrees by submission of such Plans and Specifications, and every Owner or Person claiming by or through an Owner agrees by acquiring title to any part of the Property or any interest in the Property, that it will not bring any action or suit against the Architectural Control Committee or its agents, employees, successors or assigns to recover any such damages.

**4.09. Limitation on the Architectural Control Committee's Powers and Rights.** From and after the first to happen of (a) the completion of construction of improvements on the last Lot of the Property subject to this Declaration to be conveyed to the Owner thereof by Declarant or (b) ten (10) years after the date of the recording of the deed for the last Lot of the Property subject to this Declaration, the terms and provisions of this Article IV shall be deemed abrogated and of no further force and effect and, furthermore, any provision under Article III requiring the Architectural Control Committee's prior written consent shall be deemed abrogated.

**4.10. Time for Construction.** The construction of any and all buildings, Structures, or other improvements as approved in the Plans and Specifications by the Architectural Control Committee shall be completed within (1) year after the date Declarant approves said Plans and Specifications or within eighteen (18) months of purchasing the Lot, whichever is greater.

#### ***ARTICLE V: MISCELLANEOUS SECTIONS***

**5.01. Waiver.** The failure of the Architectural Control Committee, any Lot Owner, or the present Owner of said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part hereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restrictions, condition, covenant, reservation, lien, or charge.



5.02. **Term.** Unless amended as provided in Paragraph 5.04 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 unless an instrument signed by a majority of the then Owners of Lots in Replat of South Point Subdivision, has been recorded, agreeing to change said covenants in whole or in part. Each lot Owner, The Declarant, and the Architectural Control Committee shall have standing to enforce these restrictive covenants. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.

5.03. **Authority to Amend or Release Covenants.** The Owners of legal title of record of seventy percent (70%) of the Lots in the Property, shall have the authority at any time to release or amend all or any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth and such release or waiver shall become effective upon the recording of such waiver or release in the Recorder's Office of Effingham County, Illinois.

5.04. **Amendment.** This Declaration may be amended by an instrument executed by the Owners of no less than seventy percent (70%) of the total Lots of the Property, provided, however, that Declarant's written consent thereto shall be required to any amendment for so long as Declarant owns any portion of the Property. All amendments shall become effective when recorded in the Office of the Recorder of Deeds for Effingham County, Illinois.

5.05. **Enforcement and Liens.** The covenants, conditions, restrictions, uses, privileges, charges, and liens of this Declaration shall run with the land and be binding upon the insure to the benefit of Declarant, and each Owner of the Property of any part thereof, their respective heirs, successors, and assigns. The enforcement of the provisions of this Declaration shall be vested in Declarant so long as it owns any part of the Property and in any Owner of the Property. A breach of any of the provisions of this Declarations shall give to the party entitled to enforce such provision the right to bring a proceeding in law or in equity against the party or parties breaching or attempting to breach the Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. A breach of this Declaration relating to the use or maintenance of a Lot or part thereof is hereby declared to be and constitute a nuisance and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach. In any legal or equitable proceedings for the enforcement of this Declaration or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorney's fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings. All remedies provided under this Declaration including those at law or in equity shall be cumulative and not exclusive. The failure of a party having a right to enforce this Declaration shall not be deemed a waiver of the right of any other party having such right nor a waiver to do so for a subsequent breach or the right to enforce any other provision of this Declaration. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.

Any and all owners of the Lots in Replat of South Point Subdivision, subsequent additions thereto to be platted as part of a larger development at a later date, by accepting title to any such Lot, do thereby consent to the placing, attachment and recording of a lien on the title to



any such lot by the Declarant in an amount equal to any unpaid assessment or due authorized hereunder, or for an amount equal to any lawful judgment awarded to the Declarant by a court of competent jurisdiction in any action brought by the Declarant to enforce the terms, conditions, covenants and restrictions set forth herein, plus reasonable attorneys' fees, costs and expenses incurred in the enforcement and foreclosure of such lien. The Declarant is hereby authorized to assess, attach and record, and thereafter enforce and foreclose, a lien on the title to any such lot in an amount equal any unpaid assessment or due authorized hereunder, or for an amount equal to any lawful judgment awarded to the Declarant by a court of competent jurisdiction in any action brought by the Declarant to enforce the terms, conditions, covenants and restrictions set forth herein, plus reasonable attorneys' fees, costs and expenses incurred in the enforcement and foreclosure of such lien.

**5.06. Right to Add Additional Property.** Declarant may at any time make other properties now or hereafter owned by Declarant subject to this Declaration by executing an instrument in writing expressly extending the application of this Declaration to such other properties and by recording the same in the Office of the Recorder of Deeds of Effingham County, Illinois. Upon such recordation, whenever thereafter in construing this Declaration reference is made to the "Property", said term shall mean and including not only the Property described in Exhibit A hereto, but also such additional properties. Such additional properties may be but need not be contiguous to other properties owned by Declarant and made subject to this Declaration.

**5.07. Subdividing.** No single subdivided Lot of the Property shall be subdivided further; and may not be combined with adjoining property to form a larger single subdivided lot unless approvals are obtained from the Declarant and the Architectural Committee.

**5.08. Responsibility of Owner.** Each Owner shall be responsible for any breach of this Declaration which is a result of its own acts or omissions or the acts or omissions of an Occupant of its Lot(s).

**5.09. Severability.** If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding provided that in such event Declarant and all of the then Owners of the Property shall to the fullest extent possible modify such covenant, condition or term to the extent required to carry out the general intention of this Declaration and to impart validity to such covenant, condition or term.

**5.10. Notices.** Any notices required to be sent under the provisions of this Declaration shall be deemed to have been received two (2) days after being deposited in the U.S. mail, by certified mail, return receipt requested, postage prepaid if (a) to an Owner, at the last known address of such Owner, or (b) to the Declarant, at City of Altamont, Illinois, 202 Second Street, Altamont, Illinois, 62411.

**5.11. Binding Effect of Declaration.** All the rights, covenants, agreements, reservations, restrictions, and conditions herein contained shall run with the land and shall inure to be the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and

every conveyance of the Property or any part thereof. Reference in respective deeds of conveyance, or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

5.12. **Captions.** The title, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

5.13. **Governing Law.** This Declaration shall be construed and applied in accordance with the laws of the State of Illinois.

**[Remainder of this page intentionally left blank.]**

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

DECLARANT:

**City of Altamont, Illinois,  
an Illinois municipal corporation**

By: *Dan E. Millerville*  
Dan E. Millerville, Mayor

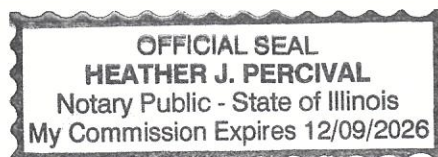
ATTEST:

By: *Sarah Stephen*  
Sarah Stephen, City Clerk

STATE OF ILLINOIS                    )  
  ) :SS  
COUNTY OF EFFINGHAM            )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that Dan E. Millerville, personally known to me to be the Mayor of the City of Altamont, Illinois, an Illinois municipal corporation, and **Sarah Stephen**, personally known to me to be the Clerk of said municipality, 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 severally acknowledged that as such Mayor and Clerk, they signed and delivered the said instrument as Mayor and Clerk of said municipality, and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22 day of May, 2023.



*Heather J. Percival*  
Notary Public



EXHIBIT A  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

LEGAL DESCRIPTION OF THE PROPERTY

Part of the South Half, of the South Half, of the Northeast Quarter of Section 21, Township 7 North, Range 4 East, of the Third Principal Meridian, Effingham County, Illinois, being more particularly described as follows:

BEGINNING at the intersection of the West Right-of-Way line of the former B & O Railroad, and the North Right-of-Way line of Empire Drive, being an iron pin;

Thence, S 81° 33' 03" W, all bearing are referenced to the Illinois State Plane Coordinate System East Zone Datum of 1983, to the Southeast corner of Lot 43 of Addition VI to Campground Addition to Town and Country Subdivision, reference made to Book 1144, Page 46, Plat #192-D, in the Effingham County Recorder's Office, Effingham County, Illinois, a distance of 161.23 feet, to an iron pin;

Thence, N 00° 29' 04" W, along the East line of said Lot 43, to the Northeast corner of said Lot 43, a distance of 117.13 feet, to an iron pin;

Thence, S 87° 38' 56" W, along the North line of said Addition VI to Campground Addition to Town and Country Subdivision, to the Northwest corner of Lot 47 of said Addition VI to Campground Addition to Town and Country Subdivision, a distance of 534.15 feet, to an iron pin;

Thence, S 02° 21' 04" E, along the West line of said Lot 47, to the extended North line of Addition I to Campground Addition to Town and Country Subdivision, reference made to Plat Book 12, Page 287, Plat #57-C, in the Effingham County Recorder's Office, Effingham County, Illinois, a distance of 37.07 feet, to an iron pin;

Thence, S 87° 38' 56" W, along the North line of said Addition I to Campground Addition to Town and Country Subdivision, to the Northwest Corner of Lot 27 of said Addition I to Campground Addition to Town and Country Subdivision, a distance of 290.00 feet, to an iron pin;

Thence, S 02° 21' 04" E, along the West line of said Lot 27, to the Southwest corner of said Lot 27, a distance of 80.00 feet, to an iron pin;

Thence, N 39° 13' 04" W, along the North Right-of-Way line of Yield Drive, a distance of 137.50 feet, to an iron pin;

Thence, S 87° 38' 56" W, continuing along the North Right-of-Way line of Yield Drive, a distance of 134.21 feet, to an iron pin;

Thence, N 03° 30' 07" W, a distance of 169.32 feet, to an iron pin;

Thence, S 87° 38' 56" W, a distance of 10.00 feet, to an iron pin;

Thence, N 03° 30' 04" W, a distance of 165.69 feet, to an iron pin;

Thence, N 03° 30' 07" W, a distance of 13.83 feet, to an iron pin;

Thence, N 87° 40' 04" E, to the East Right-of-Way line of the former B & O Railroad, a distance of 1228.90 feet, to an iron pin;

Thence, Southerly along the East Right-of-Way line of the former B & O Railroad, being a curve to the left, having a radius of 24,505.35 feet, an arc length of 23.42 feet, a chord direction of S 00° 26' 24" E, and a chord length of 23.42 feet, to an iron pin;

Thence, S 00° 27' 56" E, continuing along the East Right-of-Way line of the former B & O Railroad, a distance of 418.06 feet, to the POINT OF BEGINNING, and containing 10.31 acres, more or less,

**NOW KNOWN AS:** Lots One (1) through Sixteen (16) of REPLAT OF SOUTH POINT SUBDIVISION (reference made to Plat # 451-A and Book 3862 page 251 in the Recorder's Office of Effingham County), situated in the City of Altamont, County of Effingham, and State of Illinois

This document was prepared by and  
after recording should be returned to:

Tracy A. Willenborg  
**TAYLOR LAW OFFICES, P.C.**  
122 E. Washington Avenue  
P.O. Box 668  
Effingham, Illinois 62401

TLO  
D.H. 15.11.17