

ARLINGTON RIDGE
PLAT BOOK 32 PAGE 3

RECORDED JUNE 1, 1961

RESTRICTIONS

1. The streets therein, if not heretofore dedicated, are hereby dedicated to public use.
2. There are strips of ground of such widths as are shown on this plat, which are hereby reserved for use of public utilities, for the installation and maintenance of poles, mains, lines, wires, ducts, drains, and sewers, subject at all times to the authority of the proper civil officers and to the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips, but owners of lands herein shall take their titles subject to the rights of such public utilities and to the rights of the owners of other lots in this subdivision, for ingress, in, along, across and through the several strips so reserved. There is also a 25 foot easement on Lots 14, 15, 42 and 43 as shown hereon, said easement being reserved for future roadway.
3. All lots in this subdivision shall be known and designated as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building lot or lots other than a single family dwelling, not to exceed two and one-half ($2\frac{1}{2}$) stories in height, accessory buildings thereto and a private garage for not more than two (2) cars.
4. No trailers, shacks or out-buildings of a permanent or temporary nature or kind shall be erected or situated on any lot or lots except during the period of construction, and said buildings must be of a proper structure and for use by the builder for his material and tools.
5. No structure shall be occupied for living purposes until the exterior of the house is visibly completed. Immediately upon purchase of a lot, or lots, the buyer shall assume full responsibility for keeping weeds mowed on said lot, or lots, at all times.
6. Building lines as shown on this plat in feet back from the property lines of the several streets are hereby established, between which lines and the street property lines there shall be erected or maintained no structure or part thereof.
7. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, 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 points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
8. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than nine hundred (900) square feet in the case of a one story structure, nor less than six hundred and sixty (660) square feet in the case of a higher structure.
9. No house shall be erected upon any lot in this subdivision having an original selling price of less than Twenty-Thousand (\$20,000.00) Dollars, including lot. No pre-fabricated houses shall be permitted on any lot herein.
Streets shall be constructed of concrete including curbs. All houses erected herein shall be serviced by City Sanitary Sewers.
10. If the parties hereto, or any of them or their heirs or assigns, shall violate any of the covenants, restrictions, conditions or provisions herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so or to recover damages or other dues for such violation.
11. These foregoing covenants, restrictions, provisions and conditions, agreed to by both owner and buyer, or buyers, shall run with the land and shall be binding on all parties and all parties claiming under them until January 1st, 1980, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the owners of lots in this subdivision it is agreed to change said covenants in whole or in part.

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