

Oak Ridge Park

Restrictive Covenants

Restrictive Covenants are applicable to the entire subdivision of Oak Ridge Park both present and future lots.

Part A. RESIDENTIAL AREA COVENANTS:

1. **LAND USE:** Neither the purchaser nor his successors or assigns shall use or permit to be used any structure erected or to be erected on said premises directly or indirectly for trade or business of any description or for any other purpose then that of a private resident hereinafter set forth. No house, structure or lot shall be available for rent or lease to own.
2. **BUILDING TYPE:** Lot shall be used for residential purposes of the homeowner only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed three (3) stories in height.
3. **DWELLING COST, QUALITY AND SIZE:** The ground floor area of the main structure, including porches, shall not be less than 1450 square feet for a one story dwelling, or less than 900 square feet for a dwelling of more than one story. In no case shall the living area be less than 1350. No dwelling shall be permitted on any lot at a cost less than \$40,000.00, based upon cost levels prevailing on the date these covenants are recorded it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. All dwellings shall be constructed on site, and shall not be of modular or mobile home construction.
4. **BUILDING LOCATION:**
 - (a) No building shall be located on any lot nearer to the front lines or nearer to the side street line than the minimum building setback lines shown on the recorded plot. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 10 feet to any side street line.
 - (b) No building shall be located nearer than 5 feet to an interior lot line, except that an attached open carport may be located 3 feet from an interior lot line and a detached garage or other approved accessory building may be located 3 feet from an interior lot line, providing that same is located 25 feet or more from the minimum building set back line, and providing that no part of said garage or accessory building shall encroach on said 3 feet, including roof overhang,
 - (c) For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building; provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. **EASEMENT:** Easement for insulation and maintenance or utilities and drainage facilities are reserved as shown on recorded plan subdivision.
6. No building shall be erected, altered, placed or permitted to remain on any lot unless the same be of at least 70% brick veneer or masonry construction. In the case of a dwelling of more than one story, the upper floors shall be permitted to have wood siding or siding of any other material approved by the proper authorities of the parish of St. Bernard.
7. The residence constructed on each lot shall be so constructed as to front toward the street upon which said lot fronts.
8. **FENCES:** Fences shall be permitted as noted below:
 - (a) Front yard fences, if and when erected, shall not exceed 18 inches in height and shall be of neat and substantial construction and may extend across the front of the lot.
 - (b) Side fences, when erected between the front property line and the front building line, shall not exceed 18 inches in height and shall correspond to the front fence.
 - (c) Side yard fences, if when erected between front building line and rear property line, shall not exceed 7 feet in height and must be of a neat and substantial construction of either iron, wire, wood, brick or stone, or a combination of any of these. Plastic and metal panel fences are prohibited.
 - (d) Rear yard fences, if and when erected, shall not exceed 7 feet in height and must be of neat and substantial construction of either iron, wood, brick or stone or a combination of any of these. Plastic and metal panel fences are prohibited.
9. **EDGES AND SHRUBBERY:** Hedges and shrubbery may be grown along fence lines shall be restricted to a height of 18 inches along the front yard property lines and shall be restricted to height of 6 feet outside and rear property lines. All trees, shrubbery, flowers, lawn or other vegetation on private residential lots shall be kept in good order by the private owners or other tenants.
10. **NUISANCES:** No NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. Loud music of any kind is prohibited between 9PM and 9AM.
11. **TEMPORARY STRUCTURES:** No trailer, mobile home, tent, shack or barn shall ever be placed, put or erected on any lot or any part thereof in said subdivision, nor shall any garage or other outbuilding be erected in the tract at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that the undersigned land-developer is permitted to maintain a temporary sales office on the subject property.
12. **SIGN:** No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

13. **OIL OPERATIONS:** Should the owner of any lot in the subdivision acquire by reversion or otherwise, the oil, gas and minerals located in, or, under and to be produced from said lot, said property may be validly leased for mineral exploration and development but no drilling rigs or other equipment utilized in drilling a well or wells in search for oil, gas and other mineral may be located on said property.
14. **LIVE STOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised or bred on any lot except that dogs, cats or other household pets may be kept, provided that they are kept for household purposes. All dogs, cats or other household pets must be kept in the yard/house or on a lease when outside of the house or yard
15. **SIGHT DISTANCES AND INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs light lines at an elevation between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property line and a line connecting them at points 20 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained a sufficient height to prevent obstruction of such sight lines.
16. **SWIMMING POOLS:** Swimming pools, if and when erected, are to be of substantial and neat construction and will only be permitted provided they are entirely surrounded by a fence not less than 72 inches in height and conforming to all fence requirements. The vertical inside fences of a pool shall be built to closer than 4 feet to the rear property line. The finished top sided of surface deck shall not be constructed higher in elevation than 1 foot above the established site grade of the residence. Equipment such as diving boards, etc., shall not be higher than 8 feet above side grade of the residence. The pool shall be so designed as to prevent splashing from the pool from draining into adjacent properties. In no event shall a swimming pool encroach on the rear or sideline servitude or utility easement. No swimming pool shall be constructed on any lot within the front yard or thereof.
17. **LOT GRADE:** The established grade of lots is not be raised by any individual owner so as to adversely affect an adjacent property owner or owners in the same square.
18. **PLAN APPROVAL:** Prior to beginning the construction of a residence, garage, fence or other structure, including swimming pools, the owner shall submit detailed plans and specifications of the proposed building or structure to the Parish of St. Bernard or its appropriate department, if any to secure all necessary permits required by the Parish, its successors or assigns, and no work shall be permitted on the building until all such permits and/or approval is obtained from the Parish of St. Bernard. The approval of all structures shall be based on the requirements of the Parish of St. Bernard. There may be some cases when the Parish Ordinances are more restrictive than these title restrictions in which case the former will govern.

19. **VEHICLES:** No trucks, trailers or other commercial vehicles with a load capacity in excess of 3/4th tons are to be stored or parked on residential property or in the streets in the subdivision, except when such trucks or vehicles are making deliveries or service calls. Boats, campers and other recreational vehicles will not be permitted to park on the streets. All vehicles other than delivery vehicles shall be prohibited from parking on front lawns (other than cemented driveway). Vehicles that are in the process of repair and/or maintenance shall not remain in the driveway to the house and/or street greater than 24 hours.

20. **TRASH RECEPTACLES:** All trash receptacles must be removed from curb with the exception of the days when trash is collected.

Part B. GENERAL PROVISION

1. **TERMS:** These covenants are to be run with the land, and shall be binding upon all parties and all persons claiming under them.

2. **EMPLOYMENT:** Enforcement shall be by proceedings at law or in equity against any person or person violating or attempting to violate a covenant, either to restrain violation or to recover damages.

3. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

4. The herein restrictive covenants shall be applicable to all present and future lots of Oak Ridge Park subdivision.