

Note: The Ingleside Terraces covenants, conditions & restrictions have been scanned into the computer from the 1990 "Manual of INGLESIDE TERRACES HOMES ASSOCIATION." If any errors in transcription are noted, please contact the webmaster.

PROPERTY RESTRICTIONS

Because of the many inquiries received in the past from members and property owners regarding the provisions of the restrictive covenants under which all of the property in Ingleside Terraces is owned and occupied, and in an effort to be of service to you, the complete text of the restrictive covenants applicable to all lots is set forth below:

"TO HAVE AND TO HOLD the said premises, together with the appurtenances, subject to the easements, reservations and covenants hereinafter contained, unto the said parties of the second part and to their heirs and assigns forever.

"The grantor excepts and reserves unto itself, its successors and assigns, the perpetual easement and right to erect or cause to be erected and to maintain telephone and electric light poles on the rear line or on the interior side line of the said property hereinabove described, said poles not to be nearer than twenty (20) feet to any street line, and to run and maintain telephone and electric light wires on said poles.

"THIS INDENTURE is made subject to the following covenants, conditions and easements as to each and every of all the lots and parcels forming part of and embraced in that certain tract of land, known and designated as "Ingleside Terraces," delineated on the said plat thereof filed and recorded as aforesaid, which are reserved for and designated thereon as "Residence Property" (of which the real property hereinabove described is a part), as follows:

"All that portion of said "Ingleside Terraces" bounded by Junipero Serra Boulevard on the West, Ocean Avenue on the North, Ashton (formerly Arlington) Avenue on the East, and by property of the City Land Association on the South; excepting therefrom that portion of said tract fronting on the southwesterly side of Ocean Avenue, commencing at a point distant thereon one hundred and twenty (120) feet Northwesterly from a point formed by the intersection of the Northerly line of Paloma Avenue with the Southwesterly line of said Ocean Avenue, thence Northwesterly along Ocean Avenue to Junipero Serra Boulevard; also excepting that portion of said "Ingleside Terraces" fronting on the Southerly side of Ocean Avenue, commencing at a point distant thereon one hundred and twenty (120) feet Easterly from a point formed by the intersection of the Easterly line of Victoria Street with the Southerly line of Ocean Avenue, thence Easterly to Ashton (formerly Arlington) Avenue; also excepting that portion of said "Ingleside Terraces" fronting on the Westerly side of Ashton (formerly Arlington) Avenue, commencing at a point distant thereon fifty (50) feet Northerly from a point formed by the intersection of the Northerly line of Pico Avenue with the said Westerly line of Ashton (formerly Arlington) Avenue to Ocean Avenue, to-wit:

"**First:** That no building or structure except a dwelling house or appurtenances thereto, designed to accommodate one family only, or which shall be used exclusively as a dwelling house, and not more than one such building upon any one lot, shall at any time be placed upon the above described real property.

“Second: That no flats, duplex residences, apartment house, lodging house, hotel or boarding house, shall at any time be erected or maintained upon the above designated real property.

“Third: That no main wall of any house or building to be erected or maintained on the above described real property shall be nearer to the street line of said property than the building line (which is 12 to 25 feet from the front or side front of the property line) indicated upon the official plat of said property; and no wall of any house or building on said real property shall be nearer than four (4) feet distant from the exterior side, or rear end lines of any lot; provided, however, that open stoops may project toward the street not more than six (6) feet, and front steps not more than ten (10) feet, and open stoops and front steps combined, not more than ten (10) feet in front of the said building line of said lot (or lots); provided, further, that bay windows not more than twelve (12) feet in width may extend not over eighteen (18) inches, and open stoops or open steps, or open stoops and steps combined, may not extend more than four (4) feet, into the space on the side of such building, where the widest space between the house and the exterior property line of the lot on which said house is erected, is designated to be left; provided, further, that no dwelling house or appurtenance or outbuilding shall at any time be erected or stand within less than four (4) feet of the Northerly exterior side line of any lot; nor less than ten (10) feet from the exterior Southerly line of any lot herein agreed to be sold; provided, further, however, that on lots having Easterly and Westerly sidelines, no such improvements shall be erected or stand within less than four (4) feet of such exterior Easterly side line nor within less than ten (10) feet of the said exterior Westerly side lines of said lots; provided, further that wherever side building lines are indicated on any lot on the said plat thereof, such side building lines shall control; provided, further, that projecting roofs at gables or eaves may extend not to exceed three (3) feet six (6) inches into the space beyond the side building line as hereinabove determined; provided, further, that no dwelling house, shall at any time be erected or stand at a greater distance than eighteen (18) feet of either one or the other side lines of any lot herein granted, unless there is more than one lot in size included in one residence property.

“Fourth: No dwelling house or outbuilding shall be erected or maintained in said premises which shall be more than two stories in height. Said two stories, including the floor joists between them, shall not exceed 21 feet in height from the top of the floor of the first story to the underside of the ceiling of the second story. But said dwelling house may contain a basement; provided that the main first floor of the house, at the front thereof, shall not set more than six and one-half (6-1/2) feet above the level of the surface grade of the premises on which it is erected, at the front line of said dwelling, unless the ground slopes more than six and one-half (6-1/2) feet from the rear to the front in the length of such building, in which case the height above the ground shall be determined by the grade of the lot; provided that said dwelling house may contain an attic, the outer walls of which shall not be more than two (2) feet at the eaves or side walls; and the roof on a two-story building shall not be of a greater pitch than that known as “half pitch.”

“Fifth: No chicken yard, stable, garage, or outbuilding of any kind on said premises shall be allowed or erected or remain nearer than twenty (20) feet to any street line, nor less than four (4) feet from any exterior line not a street line.

“Sixth: That no dwelling house, together with other improvements, shall be erected or

placed upon the above described real property which shall cost less than thirty- five hundred and no/100 (\$3500.00) dollars. This value shall include the entire cost of the improvements with a builder's profit of not to exceed ten (10) percent. The plan of such building and other improvements proposed to be erected or maintained upon the above described real property shall be submitted to the manager of the grantor company herein for his approval, and said dwelling house or other improvements shall not be erected nor shall any portion thereof be erected or maintained without the approval of said manager or of the Board of Directors of said Grantor Company. The decision of the Board of the Grantor Company herein as to the suitability or sufficiency of the architectural plans of any building to be erected or maintained upon the said premises as to its beauty, utility and safety, and also to the minimum cost or value thereof, shall be conclusive and final.

"Seventh: That no store, saloon, grocery, or mercantile business shall be carried on, nor any spirituous or malt liquors manufactured, sold, exchanged, bartered or dealt in upon the above described real property or any part thereof at any time, and that said real property shall not at any time be used for any purpose other than residence purposes.

"Eighth: That no lot designated upon the plat and map of "Ingleside Terraces" recorded as aforesaid, shall be subdivided for the purpose of making two or more lots, or to be added to any other lot, except that three or more lots maybe combined and redivided into lots, no one of which shall contain a less number of square feet or less frontage than the smallest of said three lots so combined.

"Ninth: That no fence shall be built or maintained upon any portion of the above described real property which shall have a height greater than six (6) feet from the graded surface of the land upon which the same shall be built.

"Tenth: No fence constructed of wood shall at any time be built upon the front or side street line of any lot, nor nearer to the front or side street line of any lot than the established building line as indicated upon the plat of said lot. No fence whatsoever shall be erected or maintained in front of any lot nor on any lot nearer to the front or side street line than the building line indicated upon the plat of said lot; except that a lot may be enclosed from the rear of the dwelling house situate thereon out to the side street line and thence back to the rear end of the lot, and in to the building line, with an open wire, steel or iron fence which may have a solid stone, brick or concrete base not over two (2) feet in height above the curb, such base and fence combined not to exceed six (6) feet in height; or said rear portion of said lot may be enclosed with a hedge not to exceed six (6) feet in height.

"The foregoing covenants and conditions numbered First to Tenth, inclusive, shall be and do constitute covenants real running with the land and each and every part thereof hereinabove referred to as "Ingleside Terraces," also constitute an easement appurtenant to each and every portion of said "Ingleside Terraces." And it shall be lawful for any person who is or shall become the owner of any portion of said "Ingleside Terraces" to maintain a suit or action for a violation of any of the covenants or conditions hereinabove contained against such person as may be the owner of the land hereinabove first described or any part thereof when the violation of such covenant is committed, for such relief in equity as may be proper in the premises; provided, however, that the first party reserves: First, the right to maintain and operate a lumber yard, planing mill, cabinet shop and other shops on that portion of said

"Ingleside Terraces" herein designated as "residence property" at such place or places as it shall select in said tract, for the convenience of the first party hereto and the lot owners in erecting improvements on said "Ingleside Terraces," said lumber yard, planing mill, and other shops to be removed, however, as soon as the same shall cease to be a convenience in the erection of improvements on said "Ingleside Terraces," and in no event later than the 30th day of June, 1920; and Second, reserves the right to maintain on said "residence property" that certain clubhouse now thereon for office purposes for the property of the first part, and as a general civic center, for a library and assembly hall purposes, and social gatherings.

"And the parties of the second part hereby, for their heirs, representatives and assigns, accept the within conveyance, subject to the easements, reservations and covenants herein expressed; and the parties of the second part, for their heirs, successors and assigns, hereby personally covenant to fully observe, keep and perform each and all of the said covenants hereinabove designated "First" "Tenth" inclusive."

In addition there are special restrictions concerning locations of garages or similar structures for lots in different parts of the Terraces.

REMEMBER TO CHECK THE ORIGINAL DEED TO YOUR LOT BEFORE YOU BUILD OR PLAN ANY MAJOR ALTERATION.