Newsletter of the Ingleside Terraces Homes Association

Yearend Report Issue 1987

President's Report

Dear Neighbors:

Now that we are nearing the end of the Association year (Nov. 30), we on the Board though it would be good to acquaint you more fully with the challenges and accomplishments of the past year. Each of the Board committee chairpersons has contributed a summary to bring you up to date in the area of membership, parks and gateways, covenants, and finances. We hope these reports of the Board activity will encourage you to come to our annual meeting with comments and suggestions for the coming year.

It has been a pleasure for me to work with the members of this Board, all of whom have given unstintingly of their time to preserve and improve Ingleside Terraces for our mutual benefit. Special thanks are due to William Gwire who, as our attorney, has been of invaluable service to the Association; to Harold Hoogasian, who most generously volunteered his services in the layout and design of this newsletter; and to the real estate firm of Grubb and Ellis for donating the funds needed to print and mail this newsletter.

Many good things have happened this year and are continuing to happen. It is encouraging to see groups of residents organizing in a cooperative and effective way to address issues of traffic flow, crime control and ——tree planting! On November 14, at 8:00am, members of the Board will serve coffee and doughnuts to residents of Cerritos Avenue as they begin a day of planting trees, selected and purchased with the assistance of San Francisco Friends of the Urban Forest.

Additonally, by the time you receive this, the restoration of the gateways is scheduled to have been completed. Finally, we are pleased to report steady progress in the area of covenants enforcement. This is a time-consuming and sometimes painful task, but one which has a direct bearing on the future of our neighborhood. Our only dissappointment has been in the area of membership—not in its quality but only in its quantity! If you have ideas for increasing our membership, please share them with us at our annual meeting on the second Thursday of December—December 10th—at Saint Francis Episcopal Parish Hall, Ocean Avenue and San Fernando Way, at 7:00pm. We look forward to seeing you!

Barbara Ellwanger ITHA President

P.S. There are two Board vacancies which will be filled at the annual meeting. We welcome any nominations by December 1st.

Financial Report

This year the ITHA Board of Directors has concentrated on two major programs: 1) maintenance and physical improvement of the neighborhood and 2) resolution of ITHA covenant concerns. We are pleased to report that the great majority of the funds contributed by Terraces residents has gone for maintenance and improvement of our neighborhood. At the same time, we have been able to pursue a strong covenant fulfillment program by working closely with San Francisco city offices and engaging their support in resolving covenant problems.

The ITHA started the year with a cash balance of \$5,901. Income for the first eleven months of the fiscal year (December through October) totals \$10,674, 85% of the \$12,500 budget for member dues approved at the ITHA annual meeting last January.

Including the prior balance of \$5,901 and interest income, a total of \$17,025 has been available to support our 1987 programs. The neighborhood maintenance and physical improvement program for this year, already largely accomplished as described elsewhere in the newsletter, is expected to cost approximately \$8,300. Other significant expenditures for the year include \$2,575 for our basic gardening program and \$1,700 for our program of communication with Terraces residents. Lesser expenditures have occurred for insurance and ITHA covenants fulfillment.

Total expenditures for the fiscal year, which ends November 30, are projected to be \$14,975, leaving a balance of about \$2,050 for the coming year. This balance is consistent with the minimum reserve of \$2,000 mandated by the membership at the last annual meeting in December. A yearend financial statement will be available at the upcoming annual meeting in December.

Season's Greetings

You Are Invited To Attend
The Annual Meeting of

The Ingleside Terraces Homes Association

Thursday December 10, 1987
Saint Francis Episcopal Church
Ocean Avenue & San Fernando Way

San Francisco, California 7:00 p.m.

All Residents of the Ingleside Terraces
Are Welcome to Attend
Refreshments will be served

ITHA

1987 Board of Directors

Barbara Ellwanger, President
George Enes, Vice-President
Sally Farrugio, Vice-President
Barry Clagett, Treasurer
Mary Forsyth, Recording Secretary
Kathleen Bahamondes, Corresponding Secretary
Colleen Clausen, Parks and Gateways
Miko Mosher, Membership
Mary Ellen Oberhaus
B.V. Marcellus
Malcolm Gutter

Letter from a Resident:

Every day is a challenge to inspect the front yard. How many mounds will I find today? I am speaking of the disgusting, smelly, fly-infested DOG MOUNDS. What right do people have keeping their dogs off the leash, when the law clearly states all dogs must be kept on a leash when out of an enclosed area? This does not mean putting a leash on a dog and opening the door, nor does it mean, while walking a dog, allowing it to wander on the private lawns to do its duty. You guilty people know who you are. Please have some respect for your neighbors and their property——and concern for your animal! Obey the leash law. Thank you.

Response from the Board:

This is one of several similar complaints received by the Board. San Francisco city law requires that dogs be leashed and that owners clean up after dogs on both public <u>and</u> private property. This is, as well, an issue of common courtesy and of responsible citizenship in an urban environment. Sadly, probably not more than a dozen thoughtless residents are having a negative effect on the entire neighborhood. It should be noted that barking continuously for more than ten minutes also violates city law and may be reported to the police.

Membership Report

We welcomed many new faces into the Ingleside Terraces this year. Thirty of our new neighbors joined the Association. Welcome aboard! We now have 324 members out of 732 homes(45%). The enthusiastic response to the gate restoration project has been overwhelming. Thirty-four people have sent in contributions ranging from \$5 to \$100. Thank you!

We need your help in keeping our membership list current. If you see new faces in the neighborhood, please tell them about our association. Let us know their names so that we can welcome them to the Ingleside Terraces Homes Association. Our fiscal year starts on December 1st. We have enclosed an envelope for your 1988 membership dues. As indicated on the envelope, payment is due by January 1, 1988.

Street Tree Planting

No, it's not a staging of the final act of <u>Macbeth</u> you will be witnessing Saturday, November 14 as Cerritos Avenue residents bustle about with trees in arms. Rather, you will be observing theater of a different sort, a genuine "happening": a street tree planting.

Cerritos Avenue residents are being aided in this endeavor by San Francisco Friends of the Urban Forest(SFFUF). As you may know, SFFUF is a non-profit organization committed to seeing more trees planted in San Francisco by working in partnership with groups of interested residents, merchants, and property owners. Here is what SFFUF does: Provides financial assistance; recommends successful tree species; guides people through the City's tree planting permit process; contracts for services (sidewalk cutting and hole digging); obtains the trees, stakes, and ties; makes tools available on planting day; and provides educational workshops on tree installation, contracts for the first year tree care, maintenance education workshops, and tree care updates.

Residents are required to do the following:
Canvass their neighborhood to find property owners who want street trees, are committed to caring for them, and who will contribute to the cost of the plantings by making a donation (usually half the cost, which means \$95 per tree) to SFFUF; send in a simple proposal requesting at least 25 trees, preferably more; help organize two community meetings, participate in species selection, help prepare for planting day, and plant and maintain their trees.

The Ingelside Terraces Homes Association Board is very interested in implementing a Terraces-wide street tree planting project. If you, too, would like to beautify and enhance the livability of your street, contact boardmember Miko Mosher (333-5626) who is coordinating this effort for the Board.

Your Association Works for Ingleside Terraces

During the month of March, numerous residents complained of the neglected condition of 10 Entrada Court, then vacant. A letter was sent in April to Hibernia Bank regarding the specific complaints and stating the Board expected immediate action to alleviate the situation.

Within days, the bank sent a letter which enumerated the steps they would take to remedy the annoyance. The property received an overall cleanup, and landscaping which conformed to the surrounding area.

Once these actions were taken, the property was sold and its appearance now enhances the area and demonstrates ownership pride.

The Newsletter $_{\text{of the}}$

Ingleside Terraces Homes Association

P.O. Box 27304 San Francisco, California 94127-0304 Barbara Ellwanger, President Harold M. Hoogasian, Editor

Covenants Report

In Ingleside Terraces, there are codes, covenants, and restrictions (CC &Rs) which run with the land and which predate the Homes Association (ITHA) by more than 25 years. The Association was formed specifically to enforce these "covenants" and to promote the general welfare of the residents of Ingleside Terraces.

Our neighborhood is one of the few remaining areas in San Francisco zoned by the city for single family, residential use only— and with "CC & Rs" which also protect the residential character of the neighborhood.

There are two main threats to the character of our neighborhood. One is the coversion of family homes into multiple rental units. The other is the running of businesses from homes. These violate both the city zoning code and our community covenants.

One of the businesses most visually offensive and most commonly reported to us is car repair. We have succeeded in closing down two car repair businesses this year and are working on several more. We are also in the process of halting two home-to-rental unit conversions.

Since we are financially limited, we make use of existing city services as often as possible, particularly the Bureau of Building Inspection. Covenants enforcement takes a great deal of time but is vital to the future of our neighborhood.

One issue of growing concern is the construction of front yard fences. While such fences do not violate city code, they are in violation of our covenants. This is one of the issues which will be discussed at our annual meeting. We hope you will attend and share with us any concerns you may have. We depend on you to inform us of possible violations. For your information, we are reprinting the restrictions under which all of the property in Ingleside Terraces is owned and occupied:

PROPERTY RESTRICTIONS

"TO HAVE AND TO HOLD the said premises, together with the appurtenances, subject to the easements, reservations, 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, thence 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, aprartment house, lodging house, hotel or boarding house, shall at any time be erected or maintained upon the above dsignated 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 side lines, 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 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 said exterior Westerly side lines of said lots; provided

"Fourth: No dwelling house or outbuilding shall be erected or maintained on 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) per cent. 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 Directors of the Grantor Company herein as to the suitableness 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 may be 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 dscribed 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 and 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; provded, 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 iomprovements 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 club-house now thereon for office purposes of 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 ovserve, keep and perform each and all of the said covenants hereinabove designated "First" "Tenth" inclusive."

In addition there are special restrictions concerning location 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.



What do You Think?

About the new look of your newsletter for the Ingleside Terraces Homes Association...do you like it? It's important that The Newsletter be an attractive way for you to get the news about your neighborhood.

If you have any suggestions or contributions, please forward them to the Editor. The Newsletter of the Ingleside Terraces Homes Association. PO Box 27304, San Francisco, California 94127-0304.

Parks and Gateways Report

This has been a most productive year for the parks and gateways department. In addition to providing continued maintenance to our four mini-parks, we were pleased to be able to accomplish one of the most extensive beautification projects in years—the restoration and repair of our gateways along Ocean Avenue and Junipero Serra Boulevard. We would like to share some of the events that have occurred during the past eleven months.

In the beginning of 1987, each mini-park and entrance gateway to Ingleside Terraces was inspected and photographed. Necessary repairs and trouble spots were noted and recommendations were brought to ITHA business meetings for discussion. Each Board member was surveyed and asked to make some very crucial decision as to whether or not certain structures should be repaired, replaced, or possibly removed. The majority of directors and officers felt that all ornamental structures should remain and steps should be taken to make the appearance of the gateways consistent on each street. This decision, coupled with the input from Ingleside Terraces residents and past neighborhood questionaire surveys, prompted the approval to allocate funds toward some major restoration. The plans submitted and approved for Ocean Avenue gateways included: repairing the trellises followed by gloss white paint, replacement of missing and corroded iron fences (as many as could be afforded) followed by gloss black paint with gold tipped spears (on the top row only), and polished brass letters (on the stone pillars) offset by a black background with a gold framed border. Junipero Serra Boulevard upgrading centered on polishing the brass letters followed by the black and gold painting scheme. It was quite a job trying to coordinate all the different contractors, and sometimes things didn't always go as planned, causing unexpected delays. However, the outcome was certainly rewarding and the response from our residents gratifying.

Also during the course of the year, ITHA tried to do something extra for each mini-park. Lunado Court had its trees pruned by our ITHA gardener (who did a fine job!). Entrada Court received a brand new bench because vandals had broken an existing one to pieces. Corona Court received sprinkler system repairs after a pipe broke in the ground, temporarily shutting down the entire system. Moncada Park, however, still awaits work as promised by the DPW in 1986.

During the past two years, ITHA has made several attempts to get the DPW to <u>assist</u> in the maintenance of the four mini-parks keeping in line with our standard of maintenance and the expressed desires of our residents. While pursuing the issue of city maintenance, research provided the following facts: 1) The city of San Francisco owns Entrada, Corona, Lunado, and Moncada Parks and they fall under the jurisdiction of the DPW, 2) A Quit-Claim deed of 1939 resolved that the Urban Realty Improvement Company (who built our tract) deeded these parcels to the city while the Ingleside Terrace Homes Association agreed to keep said property in good condition if the city accepted title. This document certainly answers the question of why the city owns

the parks but ITHA maintains them.

1988 Goals and Future Plans for the Parks and Gateways...

The goals for the future of the Parks and Gateways can be divided into two categories: 1) Immediate work to be performed withing the next year, and 2) Long term future goals.

1988 Goals:

- •Continuation of gardening service to the four mini-parks.
 •It is very important to introduce a new maintenance plan for our gateways. This should include regularly scheduled maintenance by our ITHA gardener to remove all weeds and
- maintenance by our ITHA gardener to remove all weeds and debris from sidewalk areas around all gateways, and also to keep all shrubs neatly trimmed behind all iron fences, clear of the trellises and stone pillars.
- •Annual washing and waxing of all the polished brass letters (on the stone pillars) to keep them from tarnishing too quickly from our salty ocean winds. (This was recommended by the contractor.)
- •Painting of all ornamental features at Entrada Court.
- •Replacement of the three remaining corroded fences.
- •Concrete repairs to sidewalks by gateways.

Long Term Future Goals:

- •Regular painting maintenance for the trellises and iron fences (every 3-5 years).
- •Polishing of brass letters (about every 5 years).
- •Flower and hedge planting at Entrada Court.
- •Graffiti removal.
- •Replacement of the stone bench seat at Ashton and Holloway.
 •Continue to pursue a written maintenance agreement schedule with the DPW which will include sprinkler systems in Entrada Court and Moncada Park, and concrete pathway repair (to match color, pattern, and texture), major tree pruning of the large trees in all mini-parks, and upgrading of the turf areas where necessary.

There is still so much to accomplish. The only way to achieve these goals is with the cooperation of as many residents as possible. It should be acknowledged that this is the first time since the dues increase that ITHA has been able to afford some highly visible, worthwhile projects. If you like the improvements that were made, and wish to see more upgrading and restoration, please support your homes association(ITHA!) and encourage your neighbors to join. Many thanks to those who contributed. Let's all show pride and make it great in '88. Seasons Greetings!

CASSANDRA PARKER, Real Estate Broker

Ingleside Terrace Specialist

since 1979 as an experienced full service agent providing relocation, marketing, listing and selling services here in the Ingleside Terrace neighborhood.

For more detailed information concerning what I offer, or if you just have a question about real estate you want answered, don't hesitate to call. . .

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