

[illegible]

Amendment of Declaration  
Of Conditions and Restrictions

THE UNDERSIGNED, being at least a majority of the owners or lessees of the Lots in the ALTA MIRA subdivision, hereby amend the Declaration of Conditions and Restrictions recorded April 15, 1980 in Book 1433, page 2499 and amended December 3, 1986 in Book 1960, page 921, Multnomah County Records as follows:

No Building shall be built on Lot 9, ALTA MIRA, in the City of Portland, County of Multnomah and State of Oregon except within the envelop outlined in Attachment A. This removes the former restriction of 80 feet from the most easterly property line of ALTA MIRA and restricts building to this building envelop.

Within the Building envelop, the height restriction is modified to not exceed 758' elevation. This removes the former restrictions of Lot 9 ALTA MIRA to a floor level of 730' and a height restriction of 14".

Joan Driver & Timothy Norwood  
Joan Driver & Tim Norwood (1)

Kathy Parker  
Kathy Parker (2)

Jim Davis  
Jim Davis (4)

Tim Ellis  
Tim Ellis (5)

Jim Hildahl  
Jim Hildahl (6)

Doug Nicoli  
Doug Nicoli (7)

Dick Gohlman  
Dick Gohlman (8)

Jean Edwards  
Jean Edwards (10)

Larry Lee (11)

Jane Bachman  
Jane Bachman (Lots 9 and 12)

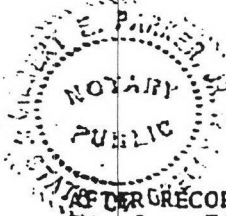
Dated: 3/6/88

Amendment of Declaration of Conditions and Restrictions- page 1 of 3.

Dated: 3/6/88

STATE OF OREGON                    )  
County of Multnomah            ) ss.

Personally appeared the above named Tim Ellis, Kathy Parker,  
Jim Davis, Richard Gohlman, Jean Edwards and Jane Bachman and  
acknowledged the foregoing instrument to be their voluntary act  
and deed.



*[Signature]*  
Notary Public for Oregon  
My Commission Expires: 2-12-92

AFTER RECORDING RETURN TO:  
Dr. Jean Edwards  
5424 SW Alta Mira Circle  
Portland, Oregon 97201

Amendment of Declaration of Conditions and Restrictions- page 2 of 3

MAR - 7 1988





016065

STATE OF OREGON }  
Multnomah County

I, a Deputy for the Recorder of County, do hereby certify that the foregoing instrument of writing was received for record and recorded in the Record of said County.

1988 MAR -7 PM 1:39

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book

BOOK 2085 PAGE 579

without any taxing and seal of office affixed  
Recorder of County, etc.

N. L. O'Brien  
Deputy

15  
13

MAR - 7 1988

THE UNDERSIGNED, hereby amend the Declaration of Conditions and Restrictions recorded April 15, 1980 in Book 1433, page 2499, Multnomah County Records as follows:

No building shall be built on Lot 9, ALTA MIRA, in the City of Portland, County of Multnomah and State of Oregon further east than 80 feet from the most easterly property line of ALTA MIRA. This removes the former restriction of 76 feet.

The maximum height above the main floor elevation shall not exceed the distances listed below to the top of the roof, excluding chimneys and other protections (which must be approved by the Architectural Review Board):

- Lot 9 ALTA MIRA: Floor level of 730' - height restriction of 14'.
- Lot 10 ALTA MIRA: Floor level of 740' - height restriction of 16'.
- Lot 11 ALTA MIRA: Floor level of 752' - height restriction of 16'.
- Lot 12 ALTA MIRA: Floor level of 764' or higher.

Dated: December 1, 1986.

ALTA MIRA INVESTMENT CO.,  
a partnership consisting of  
Frederick I. Weber, Jr. and  
Jane L. Bachman

*Frederick I. Weber, Jr.*  
Frederick I. Weber, Jr.

*Jane L. Bachman*  
Jane L. Bachman

STATE OF OREGON )  
County of Multnomah ) ss.

Personally appeared the above named Frederick I. Weber Jr. and Jane L. Bachman and acknowledged the foregoing instrument to be their voluntary act and deed.

*Daniel L. Dimmock*  
Notary Public for Oregon  
My commission expires: 8-31-88

AFTER RECORDING RETURN TO:  
ALTA MIRA INV  
7418 N Fowler  
Portland OR 97217

099561

STATE OF OREGON  
Multnomah County

I, a Deputy for the Recorder of Commissioners, in and for said County, do hereby certify that the within instrument is a true and correct copy of the original as recorded in the records of said County.

1986 DEC -3 PM 2:38

RECORDING SECTION  
MULTNOMAH CO. OREGON

BOOK 1960 PAGE 921

WHERE MY HAND AND SEAL OF OFFICE SHALL BE

Recorder of County of Multnomah

*M. Burns*  
City

2

DECLARATION OF CONDITIONS AND RESTRICTIONS

OF

ALTA MIRA

WHEREAS, Alta Mira Investment Co., a partnership consisting of Frederick I. Weber, Jr. and Jane L. Bachman, the Declarant herein presently is the owner of that certain tract of land located in the City of Portland, Multnomah County, Oregon, more particularly described in Exhibit A, and depicted in the proposed plat marked Exhibit B, hereto attached and by this reference made a part hereof; and

WHEREAS, said Declarant plans to subdivide said area as a Planned Unit Development and in conjunction therewith to lease and/or sell lots solely for use as single family residences, subject to certain protective restrictions, conditions, limitations, reservations and covenants in order to insure the most beneficial development as a Planned Unit Development and to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof;

NOW, THEREFORE, the above-described Declarant, does hereby adopt the following general scheme and plan for the improvements, use and restrictions in the use of the land herein described and represented by said plan for the enjoyment and several benefits of themselves, as owners of said land, and also for the owners and/or lessees of any part of said land claiming through them, their successors or assigns; and they do hereby declare that having adopted such general scheme and plan, the same is now hereby impressed and fixed on all the said land and each part and parcel thereof and that all their successors, representatives and assigns who shall derive title and/or possession from the said Declarants, shall take title and/or possession subject to such general scheme and plan, even though no reference to such plan shall be made in the lease and/or deed of conveyance as to any such successor, representative or assign; and the passing of possession and/or title to any part or parcel of said land to any successor, representative or assign shall

15-187574-25

1. Land use and Building Type: No lot shall be used except for residential purposes. The grantee, grantees, lessee and/or lessees under any conveyance or lease shall not be permitted at any time to conduct or permit to be conducted any trade or business of any kind upon said premises. No building shall be erected, altered or placed on any lot other than one detached single-family dwelling not to exceed two and one-half (2½) stories in height that is thirty five (35) feet, exclusive of daylight basements and a private garage or carport for not more than three (3) cars.
2. Dwellings. Quality and Size: The ground floor area of the main structure, exclusive of one-story open porches; terraces and garages not under the main roof, shall be not less than 1,400 square feet for a one-story dwelling and not less than 1,000 square feet per floor for a dwelling of more than one story. A structure with a basement or partial basement shall be considered a two-story structure.
3. Yard Requirements: All buildings shall be located to comply with City of Portland PUD Ordinances and variances granted therefrom. Except where easements conflict, building and yard set backs shall be as follows: Front yard, twenty (20) feet, side yards, one (1) story, five (5) feet; two (2) story, six (6) feet; two and one half (2½) story, seven (7); feet, back yard, twenty (20) feet; and side yards fronting on streets, twenty (20) feet.
4. Garage Entrance: The entrance of a garage or carport shall be so located that at least two off-street parking spaces are provided on the property. The entrance side of a garage or carport shall be set back at least twenty (20) feet from the access street property line.
5. Utility Conditions: On each of the lots in the tract, all television cables, telephone service wire connections to the main telephone system and all power connections to the main power system must be placed underground.
6. 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 to the neighborhood.
7. Temporary Structures. No structure of a temporary character, or trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as



# **DRAFT**

## **ALTA MIRA HOMEOWNERS ASSOCIATION**

Minutes of meeting of May 14, 2013

The AMHOA met at 7:00 pm on Tuesday, May 14, 2013, at the home of Frank and Jo Ann Walter.

Those present were:

5405 SW Alta Mira Circle – Erika Pollock  
5420 SW Alta Mira Circle – Izumi Harukuni  
5424 SW Alta Mira Circle – Frank & Jo Ann Walter  
5425 SW Alta Mira Circle – Peter Hepokoski  
Lot #9 – Chris & Victoria Thelen

Represented by proxy was:

5401 SW Alta Mira Circle – Jon Crumrine

With a quorum on hand, Frank called the meeting to order.

Chris discussed the home he and Victoria plan to build on lot #9. He distributed a proposal outlining their requests for amendments and clarifications to the Association's CC&Rs. Two requests dealt with setbacks, one with roof overhang, and one with roof height. It was passed unanimously that:

- Requests 1, 2, and 3 were accepted.
- Request 4 was accepted only to the extent that the 758' restriction be the maximum height of the roof, but that Izumi is authorized to allow the 758' to be measured to the middle of a gable roof if she determines after seeing more specific building plans that her view would not be unsatisfactorily impacted.

Chris presented a preliminary bid for rebuilding the lower part of the asphalt path, which includes moving it further north and installing a drain pipe underneath. The bid indicated a cost of \$1,470 if topping rock is used or \$2,120 if 2" asphalt is used. It was passed unanimously that Chris and Frank were authorized to proceed on the project if costs remain reasonably consistent with the bid.

Peter reported that Mary Hepokoski received a quote of \$270 for new mulch for the circle and common area. The expenditure was unanimously approved.

Izumi distributed her treasurer's report showing a May 12, 2013 balance of \$1,408.78.

After a discussion of anticipated expenses, it was unanimously approved that our 2013 dues will be \$200 per property and our 2014 dues \$200 as well. (The 2013 dues are to be paid to Izumi as soon as possible and the 2014 dues approximately a year from now.)

Respectfully submitted,  
Peter Hepokoski



MAY 14, 2013

PROPOSAL BEFORE THE ALTA MIRA HOMEOWNERS ASSOCIATION:

A. In order to build an Architecturally designed custom home on Lot 9, the following amendments/clarifications to the CC&R's are requested.

1. Reduced front setback from 20' to 5' for the Garage, 15' for the house.
2. Reduced side yard setback on west from 6' to 5'.
3. Allow 2' maximum roof overhang into south setback for gutter and shading.
4. Allow roof height restriction of 758' to be measured to middle of a gable roof as determined by the City of Portland Zoning Code.

B. Discussion of above requests.

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  - a. City of Portland zoning code currently allows this reduction when the lot slopes more than 20% either up or downhill.
    1. Lot 9 slopes more than 20% downhill so meets the requirement.
    2. The reason for this variance is so that homes don't have bridges or retaining walls from the street to the home, keeping the house more at street level, blending in with the surrounding grade and not being set up on a pedestal.
  - b. The front of the garage would be about 60' back from the curb in Alta Mira, so not encroaching on the street.
  - c. The view of Lot 10's driveway and house are visible from the street and not affected by moving the garage forward.
  - d. Views over the house from the lots above are not affected by moving the house further to the north.
  - e. There is off street parking in front of Lot 9 so guest parking is available.
  - f. We still would provide 2 off street parking spaces in the double garage.
2. Reduced side yard setback on west side from 6' to 5'.
  - a. CC&R's call for 5' utility easement on west side of lot 9.
  - b. No immediate neighbor to west; minimal impact of reduced setback.
  - c. Still meet City requirement of building overhang to property line, (3' minimum).
3. Allow 2' maximum roof overhang into setback on south elevation.
  - a. City of Portland allows 2' overhang into all setbacks.
  - b. Required for gutters and vital shading on south side.
  - c. Overhangs would match the rest of house.
4. Allow the roof height restriction of 758' to be measured to middle of the gable roof.
  - a. See diagram of sloped roof height limit per City Zoning Code.
  - b. Sloped roof limit in middle of gable allows half below and half above requirement.

I think you all know that Victoria and I want to build a home that has similar features and qualities as all of the homes in Alta Mira. We plan on living in the home ourselves for the foreseeable future and would not ask anything of you, our neighbors, that we wouldn't see as fair and prudent ourselves.

We purchased the lot with the knowledge of the setback and height limitations and are not asking for any changes to those restrictions. By allowing us to move the garage forward we will be able to connect the home to the land more gracefully and make the main living level complete with Living and Master Suite on the same level. We feel we can accomplish this change with minimal impact on our immediate neighbors and the development as a whole. Victoria and I are anxious to start the building process and make our new home on Lot 9 a beautiful addition to Alta Mira.

Thank You.

  
Chris and Victoria Thelen  
503-936-8120  
chris@arconoregon.com

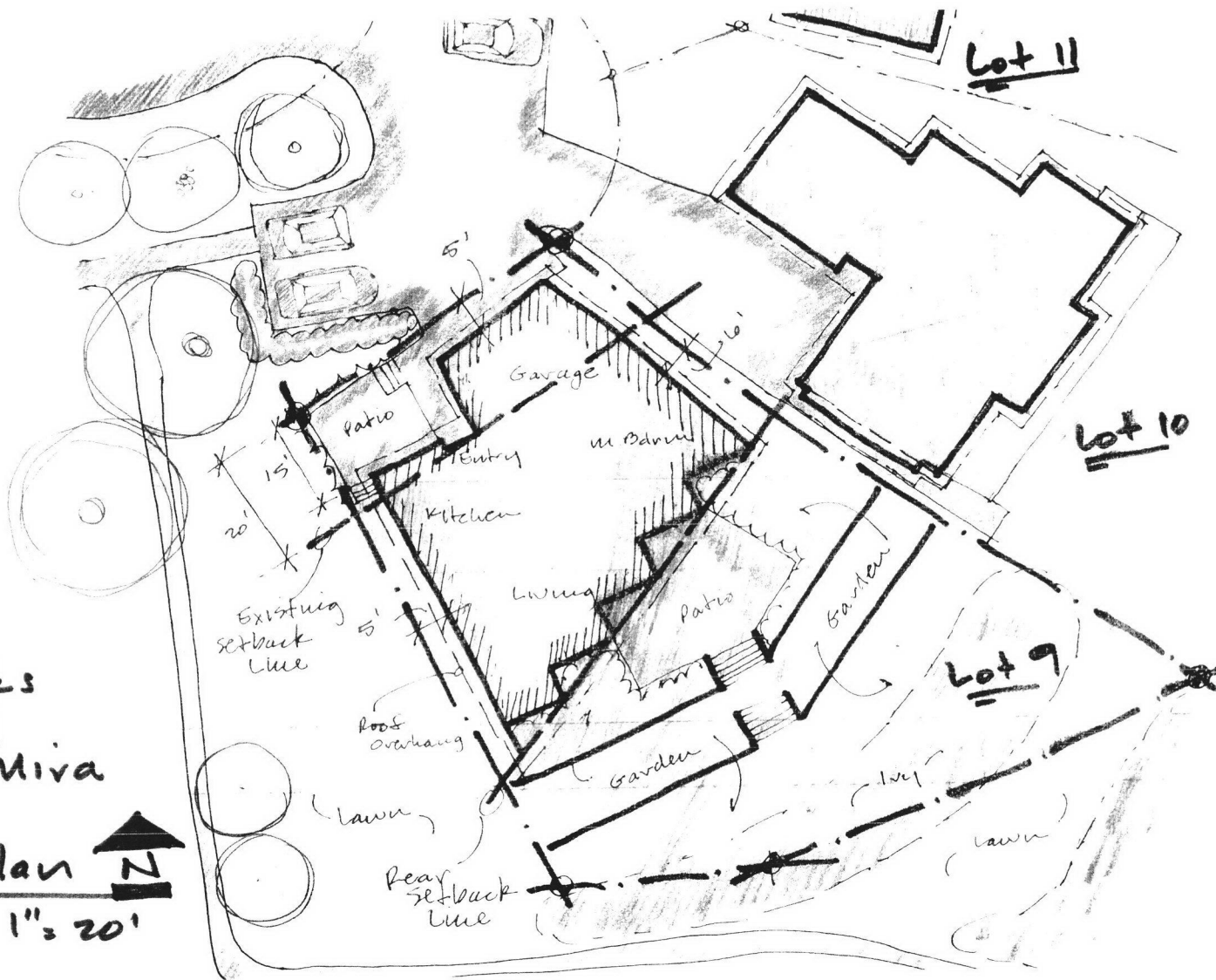
Encl:  
Site Plan 1"=20'  
Aerial View 1"=40'  
COP Measurements

Setbacks  
Lot 9  
Alta Mira

Site Plan



1" = 20'



After recording return a copy to:

City of Portland  
Bureau of Development Services,  
Land Use Services Division

Permit file: \_\_\_\_\_



01759276201600967650020029

\$51.00

08/05/2016 10:26:26 AM

1R-COVNT

Pgs=2 Stn=10 ATVMA

\$10.00 \$11.00 \$20.00 \$10.00

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**COVENANT FOR  
A SINK OUTSIDE OF THE PRIMARY KITCHEN, BATHROOM OR LAUNDRY  
ROOM INSIDE A SINGLE-FAMILY DWELLING**

ADDRESS: 5434 SW Alta Mira Circle

PROJECT: IMPROVE A SINGLE-FAMILY DWELLING TO INCLUDE A SINK OUTSIDE OF  
THE PRIMARY KITCHEN, BATHROOM OR LAUNDRY ROOM

BUILDING PERMIT APPLICATION NUMBER: 15-187574

ROOM IN THE STRUCTURE WITH THE ADDITIONAL SINK: Rec Room/Theatre

LEGAL DESCRIPTION: 15 1E 16 BD TL 3400 Lot 9 Alta Mira

TAX ACCOUNT NUMBER: R 104259

Whereas Christopher H + M. Victoria Thelen (Owner(s)) has applied  
to the City of Portland (City) for authorization to add a sink outside of the primary kitchen, bathroom or  
laundry room, which may include cooking facilities, to an existing single-family dwelling.

Whereas Title 33 of the Portland City Code prohibits any use of a single-family dwelling as a two-family  
dwelling without the appropriate permit and review process, and only where allowed by the Zoning.

Whereas Title 33 of the Portland City Code allows a single household to reside in a single-family  
dwelling, and defines household as: "One or more persons related by blood, marriage, domestic  
partnership, legal adoption or guardianship, plus not more than 5 additional persons, who live together in  
one dwelling unit; or one or more handicapped persons as defined in the Fair Housing Amendments Act  
of 1988, plus not more than 5 additional persons, who live together in one dwelling unit."

**NOW, THEREFORE, IT IS AGREED, AS FOLLOWS:**

This Covenant for an additional sink outside of the primary kitchen, bathroom or laundry room  
(Covenant) executed by the City and the Owner(s) in order to ensure that the structure, at the above  
referenced address, remains a single-family dwelling unless permits are issued, improvements made, and  
inspections passed that would permit the use of the structure as other than a single-family dwelling, if  
allowed by the zoning.

This covenant for an additional sink does not provide any right or representation to approval as an  
Accessory Dwelling Unit (ADU). Nothing in this Covenant prevents Owner(s) from seeking permit  
approval for an ADU at a later time.

This Covenant is to run with the land, shall be binding on Owners(s) and all parties claiming through or  
under them, and may at any time be specifically enforced by the City unless an instrument executed in  
writing by the City and Owner(s) has been recorded agreeing to change this Covenant in whole or in part.

2

Dated this 4th day of Aug, 2016  
Signed [Signature]  
(Owner)

Dated this 7th day of Aug, 2016  
Signed [Signature]  
(Owner)

State of Oregon

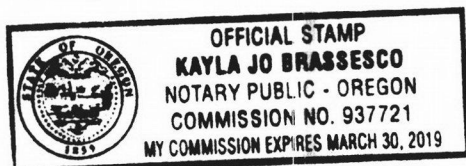
County of Multnomah

On 08/04, 2016 personally  
appeared the above named Christopher  
Thelen

And acknowledged the foregoing instrument to  
be a voluntary act and deed.

Before me:

[Signature]  
Notary Public for Oregon  
My Commission expires:  
03/30/19



State of Oregon

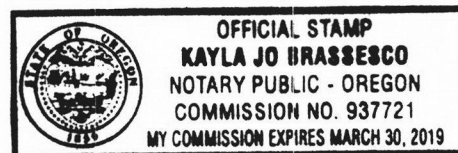
County of Multnomah

On 08/04, 2016 personally  
appeared the above named mana  
Victoria Thelen

And acknowledged the foregoing instrument to  
be a voluntary act and deed.

Before me:

[Signature]  
Notary Public for Oregon  
My Commission expires:  
03/30/19



This is a "printer friendly" page. Please use the "print" option in your browser to print this screen.



## Multnomah County Tax Collector, OR

### Clerk Fees POS

Confirmation Number: 215072  
Payment Date: Friday, August 5, 2016  
Payment Time: 10:27AM PT

#### Payer Information

First Name: CHRISTOPHER H THELEN  
Country: United States  
Clerk ID: Valarie Mayberry

#### Card Information

Card Type: Visa  
Card Number: \*\*\*\*\*0149

#### Payment Information

Payment Type: Clerk Fees POS  
Payment Amount: \$51.00  
Convenience Fee: \$1.95  
Total Payment: \$52.95

Thank you for using Official Payments. If you have a question regarding your payment, please call us toll free at 1-800-487-4567. To make payments in the future, please visit our website at [www.officialpayments.com](http://www.officialpayments.com).

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WHEREAS, said Declarant plans to subdivide said area as a Planned Unit Development and in conjunction therewith to lease and/or sell lots solely for use as single family residences, subject to certain protective restrictions, conditions, limitations, reservations and covenants in order to insure the most beneficial development as a Planned Unit Development and to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof;

NOW, THEREFORE, the above-described Declarant, does hereby adopt the following general scheme and plan for the improvements, use and restrictions in the use of the land herein described and represented by said plan for the enjoyment and several benefits of themselves, as owners of said land, and also for the owners and/or lessees of any part of said land claiming through them, their successors or assigns; and they do hereby declare that having adopted such general scheme and plan, the same is now hereby impressed and fixed on all the said land and each part and parcel thereof and that all their successors, representatives and assigns who shall derive title and/or possession from the said Declarants, shall take title and/or possession subject to such general scheme and plan, even though no reference to such plan shall be made in the lease and/or deed of conveyance as to any such successor, representative or assign; and the passing of possession and/or title to any part or parcel of said land to any successor, representative or assign shall

15-187574-R5

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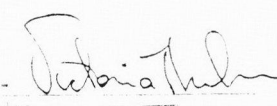
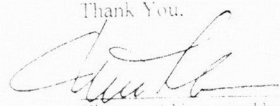
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503-936-8120  
chris@arconoregon.com

Encl:  
Site Plan 1"=20'  
Aerial View 1"=40'  
COP Measurements

Setbacks  
Lot 9  
Alta Mira

Site Plan



1" = 20'

