

**After recording return to:**

Michelle D. Da Rosa  
Attorney at Law  
1001 SW Fifth Avenue, Suite 1100  
Portland, OR 97204

**DECLARATION OF PARKING EASEMENT  
OVER GENERAL COMMON ELEMENTS**

**THIS DECLARATION OF PARKING EASEMENT OVER GENERAL COMMON ELEMENTS (“Declaration of Easement”)** is made on July 10, 2014 by and **CASA MODERNA LLC**, an Oregon limited liability company (“**Declarant**”) the **ASSOCIATION OF UNIT OWNERS OF THE IVY STREET CONDOMINIUMS**, an Oregon nonprofit corporation (“**Association**”). This Declaration of Easement shall be effective as of recording in the Records of Multnomah County, Oregon

**RECITALS**

A. Association is the Association of Unit Owners of the Ivy Street Condominiums (“**Condominium**”), a condominium located in Portland, Multnomah County, Oregon established pursuant to Declaration Submitting Ivy Street Condominiums to Condominium Ownership recorded March 21, 2003, in the Records of Multnomah County, Oregon, as Document No. 2003-063471 (the “**Declaration**”). The Bylaws were recorded in the Records of Multnomah County, Oregon, as Exhibit C to the Declaration (the “**Bylaws**”). The Bylaws were amended by First Amendment to Bylaws of Ivy Street Condominiums recorded in the Records of Multnomah County, Oregon, as Document No. 2014-041229.

B. Declarant is the successor declarant to the Ivy Street Condominiums (“**Condominium**”). Declarant owns all of the units in the Condominium.

C. Declarant and Association wish to establish and declare a perpetual easement on and over certain portions of the common element land of the Condominium; namely, (1) “**Easement Area One**,” for the benefit of Unit 215 C for a parking space, and (2) a perpetual easement on, over, above and under “**Easement Area Two**” for the benefit of Unit 223 C for a parking space, which designated areas are depicted on the attached Exhibit A. Easement Area One and Easement Area Two may be referred to herein as the “**Easement Areas**” or an “**Easement Area**.”

Chicago Title 100714-9

## DECLARATIONS

Declarant and Association hereby declare as follows:

1. **DECLARATION OF EASEMENTS.** Declarant and Association hereby establish a perpetual easement on, over, above and under Easement Area One, which is depicted on the attached Exhibit A for the benefit of Unit 215 C. Declarant and Association hereby establish a perpetual easement on, over, above and under Easement Area Two for the benefit of Unit 223 C, which is depicted on the attached Exhibit B, as a parking space for purposes of parking the respective unit owner's vehicles. The unit owner of the respective unit to which Easement Area One and Easement Area Two is each appurtenant and assigned, respectively, may park non-commercial vehicles, including passenger cars and trucks, motorcycles, scooters, bicycles, or boats in the unit's designated Easement Area. The Easement Areas may not be used for storage, disposal of trash, or the installation or construction of any structure by the respective unit owner. These easements shall be for the benefit of and appurtenant to the respective unit and is subject to the rights of any existing easement holder in the respective Easement Areas. In no case shall this grant of easement be construed as a conveyance in fee of the Easement Areas. Unit 215 C has the right of use of Easement Area One as if it were a limited common element assigned to such unit under the terms of the Declaration and Bylaws. Unit 223 C has the right of use of Easement Area Two as if it were a limited common element assigned to such unit under the terms of the Declaration and Bylaws.

2. **MAINTENANCE.** For purposes of the governance of responsibility to perform and pay for maintenance, replacement and repair of Easement Area One and Easement Area Two respectively, Easement Area One shall be treated as if it were a limited common element assigned to Unit 215 C, and Easement Area Two shall be treated as if it were a limited common element assigned to Unit 223 C, under the terms of the Declaration and Bylaws.

3. **BENEFITS AND BURDENS.** The benefits and burdens of the easement granted and established and the covenants contained in this Declaration of Easement shall run with the units so benefited and the Condominium common elements so burdened, including any division or partition of such property. The rights, covenants and obligations contained in this Declaration of Easement shall bind, burden, and benefit the Association's and the unit owners' respective successors and assigns, lessees, mortgagees, or beneficiaries under a deed of trust. Any reference to a unit owner under this Declaration of Easement shall apply only so long as such unit owner owns the fee title to its respective unit, and thereafter such reference shall apply to such unit owner's successor or assign. Any transferee of the benefitted units shall automatically be deemed, by acceptance of title to such unit, to have assumed all of the obligations set forth in this Declaration of Easement imposed on the owner of such unit.

4. **NOTICES.** Any notice under this Declaration of Easement shall be in writing and shall be effective when actually delivered, or if mailed, two (2) days after posted as certified mail, return receipt requested, postage prepaid or after posted to any national overnight carrier. Mail shall be directed to the mail address of the unit owners at the address of their respective units and to the Association at such address as it may maintain from time to time, or to such other address as a party may specify by notice to the other party.

5. **AMENDMENTS.** Except as otherwise set forth herein, this Declaration of Easement may not be modified, amended, or terminated except by with the approval of the Board of Directors and the affected unit's owner.

6. **GOVERNING LAW.** This Declaration of Easement will be governed and construed in accordance with the laws of the state of Oregon.

**DECLARANT:**

**CASA MODERNA, LLC**  
an Oregon limited liability company

By: Ben May  
Authorized Signer

STATE OF OREGON            )  
  ) ss.  
County of Multnomah    )

This instrument was acknowledged before me on July 10, 2014, by Ben May, as Authorized Signer of **Casa Moderna LLC**, an Oregon limited liability company, on its behalf.



Fara Laners  
Notary Public for Oregon  
My Commission Expires: Oct. 10, 2016

ASSOCIATION:

ASSOCIATION OF UNIT OWNERS OF THE  
IVY STREET CONDOMINIUMS, an Oregon  
nonprofit corporation

By: Ben  
Ben May, Chairperson

By: Gregory Terauchi  
Gregory Terauchi, Secretary

STATE OF OREGON            )  
  ) ss.  
County of Multnomah )

This instrument was acknowledged before me on July 10, 2014, by Ben May, as  
Chairperson of the Association of Unit Owners of the Ivy Street Condominiums, an Oregon  
nonprofit corporation, on its behalf.



Fara Laners  
Notary Public for Oregon  
My Commission Expires: Oct. 10, 2016

STATE OF OREGON            )  
  ) ss.  
County of Multnomah )

This instrument was acknowledged before me on July 10, 2014, by Gregory Terauchi, as  
Secretary of the Association of Unit Owners of the Ivy Street Condominiums, an Oregon nonprofit  
corporation, on its behalf.



Fara Laners  
Notary Public for Oregon  
My Commission Expires: Oct. 10, 2016

CERTIFICATION

STATE OF OREGON )  
 ) ss  
COUNTY OF Multnomah )

COME NOW Ben May and Gregory Terauchi who now depose and say that they are the Chairperson and Secretary, respectively, of the Association of Unit Owners of the Ivy Street Condominiums and that the within Declaration of Easement has been approved in accordance with the Declaration and ORS 100.405.

Ben May  
Ben May, Chairperson

Gregory Terauchi  
Gregory Terauchi, Secretary

Subscribed and sworn to before me this 10 day of July, 2014.

Fara J Laners  
Notary Public for Oregon  
My Commission Expires: Oct. 10, 2016

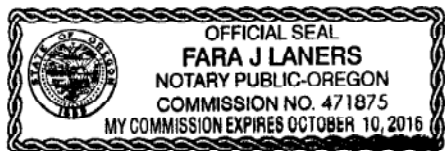


EXHIBIT A

Depiction of Easement Areas over Common Element Land  
of Ivy Street Condominiums  
Portland, Multnomah County, Oregon

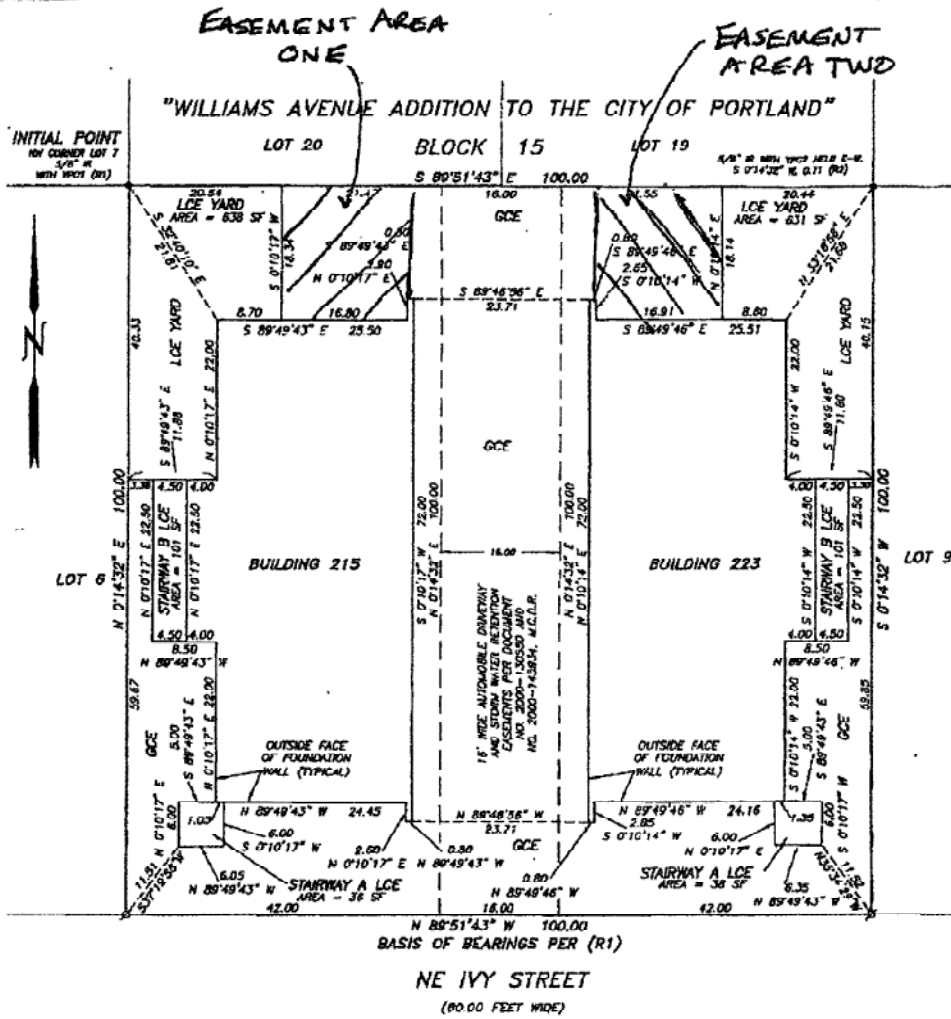


Exhibit A

4819-5148-8284, v. 1