

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
FOR THE COUNTY OF YAMHILL
SITTING FOR THE TRANSACTION OF COUNTY BUSINESS

In the Matter of a Petition for Vacation of a Public)
Road at the Request of MAK Land, LLC) BOARD ORDER 25- 057
Public Works Docket RV-3-2024)

THE BOARD OF COMMISSIONERS OF YAMHILL COUNTY, OREGON (“the Board”) sat for the transaction of county business in formal session on February 27, 2025. Commissioners Kit Johnson, Mary Starrett and David “Bubba” King being present.

IT APPEARING TO THE BOARD as follows:

A. The Yamhill County Road Vacation Code, YCC Chapter 7.25 (the “Road Vacation Code”) provides that the county will follow vacation procedures established in ORS Chapter 368, unless otherwise provided therein.

B. Under ORS 368.341(c), a county governing body may initiate proceedings to vacate property under ORS 368.326-368.366 if:

“(c) The owner of property abutting public property files with the county governing body a petition meeting the requirements of this section and requesting vacation of the public property that abuts the property owned by the person.”

C. MAK Land, LLC an Oregon limited liability company (the “Applicant”) petitioned for the vacation of a dedicated public road, known as Barney’s Road. *See Exhibit A*, attached hereto and incorporated herein by this reference. The petition reflects that, while Barney’s Road is a developed road, a lack of maintenance has compromised its overall integrity. Additionally, a gate with a “false” lock precludes access to Barney’s Road.

D. Barney’s Road is located entirely within the Starlite Subdivision. The Applicant has provided supplemental narrative to its application in the form of the Written Consent of the Starlite Homeowners Association (the “Written Consent”). The Written Consent provides that, upon vacation by Yamhill County, title to the vacated Barney’s Road shall vest entirely in the name of the Owner of Lot 1 of the Starlite Subdivision (MAK Land, LLC), and that they shall then grant the Owner of Lot 4 of the Starlite Subdivision (Stephen Lloyd-Moffett and Amy Hart) an easement for secondary access across the vacated Barney’s Road. *See Exhibit B*, attached hereto and incorporated herein by this reference.

E. ORS 368.351 provides that where a petition is signed by the owners of 100% of the private property proposed to be vacated and 100% of the property abutting the public property proposed to be vacated, a county governing body may determine the vacation without a public hearing, so long as the county road official provides a written report finding that vacation is in the public interest.

F. The Road Vacation Code provides that the county road official must further

describe the ownership of the property and the current uses of the property proposed to be vacated.

G. The Road Vacation Code provides that the county road official may refer applications or petitions for the vacation of public property to the Yamhill County Surveyor.

H. Yamhill County Surveyor James Stevenson has prepared a written report, signed by the county road official, Yamhill County Public Works Director Mark Lago, and by Surveyor Stevenson that states this proposed vacation is in the public interest. See Exhibit C, attached hereto and incorporated herein by this reference. The property currently serves no public function.

I. The Road Vacation Code provides that, upon receiving the report and returning any referrals, the Board shall consider whether the initiation of vacation proceedings is "appropriate or in the best interest of the citizens of Yamhill County."

J. The Board hereby accepts the findings in the written report that this vacation is in the public interest. NOW, THEREFORE,

IT IS HEREBY ORDERED BY THE BOARD AS FOLLOWS:

1. The county road official report reflects that the proposed vacation is in the public interest and, all of the adjoining owners (tax lots R5421 00103, R5421 00110, R5421 00111 and R5421 00112) having consented, Barney's Road is hereby vacated
2. Title to each segment of Barney's Road vacated by this Board Order shall vest in accordance with the Written Consent.
3. No costs are imposed on the Applicants due to this vacation. It is the responsibility of the Applicants to record this vacation Order in the Deed and Mortgage records of Yamhill County, and to pay any recording fees.

DONE at McMinnville, Oregon on February 27, 2025.

ATTEST

KERI HINTON
County Clerk



YAMHILL COUNTY BOARD OF COMMISSIONERS

Chair

Handwritten signature of Kit Johnston in blue ink.

KIT JOHNSTON

By: Carolina Rook
Deputy Carolina Rook

Commissioner

Handwritten signature of Mary Starrett in black ink.

MARY STARRETT

FORM APPROVED BY:

Christian Boenisch
Christian Boenisch
County Counsel

Commissioner

Handwritten signature of David "Bubba" King in black ink.

DAVID "BUBBA" KING

Approved by the Yamhill County Board of
Commissioners on 02/27/2025
via Board Order 25-057

979-24-000525-NQRY

Yamhill County, Oregon
Petition for Vacation of Public Road
Where no Public Hearing is Required

Department of Public Works, 2060 Lafayette Ave, McMinnville, OR 97128
Tel: 503-434-7515 • Fax: 503-472-4068

FOR ROAD OFFICIAL'S USE ONLY: After reviewing the petition below, the County Road Official has determined this petition is sufficient for consideration of the proposed vacation by Board of Commissioners.

By: _____ Title: _____ Date: _____

THE PETITION MUST INCLUDE:

- Completed petition form, signed by all petitioners. All signatures must be acknowledged by a notary public.
- All required attachments.
- Filing fee (make check payable to Yamhill County).

OFFICIAL USE ONLY

Docket No. RV-2-2024

Date 12-17-24

Rec'd By sc

Receipt #

Fee \$ 255.00

NOTE: Fees are non-refundable.

Board of Commissioners:

Date rec'd: _____

Date informal: _____

Hearing date: _____

PETITIONER	CO-PETITIONERS, if any
Please print or type: MAK Land, LLC	Please print or type
Last Name First MI	Judy Tanzi
PO BOX 579	Amy Hart and Stephen Lloyd-Moffett
Mailing Address (Street or PO Box)	
Dundee OR 97115	
City State Zip	
Telephone Fax	
Describe the public road or other county property proposed to be vacated, including county tax lot references: See attached narrative.	

PETITION: The petitioner or petitioners identified above (referred to as "Petitioners") hereby petition the Yamhill County Board of Commissioners to vacate a certain public road or other county property described above. We hereby represent as follows:

1. Petitioners are the owners, as shown in the Deed and Mortgage Records of Yamhill County, of 100% of any private property proposed to be vacated and 100% of property abutting any public property proposed to be vacated.

2. No portion of the public road or other public property proposed to be vacated is situated within the corporate limits of any city.

3. This vacation is requested for the following reasons (mark all that apply):

- The property sought to be vacated is not now used for any public road or other public purposes.
- The property sought to be vacated is now used by petitioners in conjunction with and as part of their property.
- Other reasons: See attached narrative.

4. No person or other owner holds any recorded interest in the property proposed to be vacated except for the following whose addresses are listed below: (If none, so state.)

NA

5. If any person owns any improvements constructed on public property proposed to be vacated, the name and address of the owner or owners is as follows: (If none, so state.)

NA

6. If the petition is for vacation of property that will be redivided in any manner, a subdivision plan or partition plan is attached to show the redivision.

7. The proposed vacation would not deprive an owner of a recorded property right-of access necessary for the exercise of that right.

8. The Petitioners request this petition be considered under ORS 368.326 to 368.366 and Yamhill County Ordinance 625.

We hereby declare under penalties of false swearing (ORS 162.075 and 162.085) that the above information is true and correct to the best of our knowledge. We hereby grant permission for and consent to Yamhill County, its officers, agents, and employees to come upon our property to gather information and inspect the property whenever it is reasonably necessary for the purpose of processing this petition.

SIGNATURES OF ALL PETITIONERS:

MAK Land LLC, an Oregon limited liability company

Elaine Albrich

Elaine Albrich Its: Attorney of Record

STATE OF OREGON

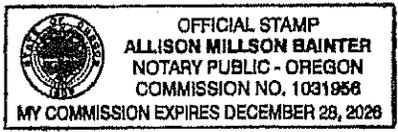
County of Multnomah } ss

This instrument was acknowledged before me on the 13th day of December 2024 by the following persons: (attach additional notarized acknowledgments, if necessary) Elaine Albrich,

attorney of record

alr

Notary Public for Oregon
My commission expires: 12-28-24



[Signatures continue on the following pages]

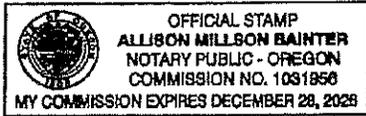
Signatures of Petitioners (continued):

Signed by:
Amy Hart
601774BD0CF3465
Amy Hart

Signed by:
Stephen Lloyd-Moffett
4D708603E1824A2
Stephen Lloyd-Moffett

STATE OF OR)
) ss.
COUNTY OF Multnomah)

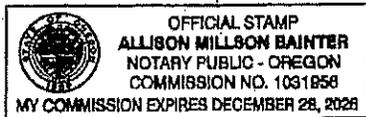
This instrument was acknowledged before me on this 2nd day of December, 2024, by Amy Hart



DocuSigned by:
Allison Bainter
932E607955E1A5
Notary Public for OR
My Commission Expires: 12/28/2026

STATE OF OR)
) ss.
COUNTY OF Multnomah)

This instrument was acknowledged before me on this 2nd day of December, 2024, by Stephen Lloyd-Moffett.



DocuSigned by:
Allison Bainter
932E607955E1A5
Notary Public for OR
My Commission Expires: 12/28/2026

This document was signed and notarized online using two-way audio and video recording technology.

MAK LAND, LLC
Narrative for Petition for Vacation of Public Road
Where No Public Hearing Is Required
(Barneys Road)

Applicant:

MAK Land, LLC ("MAK")
PO Box 579
Dundee, OR 97115
mharrison@anticaterra.com

Consenting Neighboring Landowners:

Judy Tanzi ("Tanzi")
270 N Crestview Terrace
Bigfork, MT 59911
judy.tanzi2@frontier.com

Amy Hart and Stephen Lloyd-Moffett (collectively, "Hart")
5680 SE Karlas lane
Amity, Oregon 97101
lloydmoffett@hotmail.com
amye720@gmail.com

Description of Public Road:

The public roadway subject to the petition is Barneys Road, as identified on the enclosed Starlite Subdivision plat ("Plat"). On Google Maps, Barneys Road is identified as "Barneys Lane," however, that appears to be incorrect according to the Plat. The Plat dedicated all roads identified as public roads, including, Barneys Road (see sheet 4 of the Plat).

As a condition of approval of the Plat, Yamhill County required the owners within the subdivision to form an association for the maintenance of the public roads until such time Yamhill County elected to assume such maintenance obligations. The owners formed an unincorporated non-profit organization known as the Starlite Homeowner's Association ("HOA") as identified in the Declaration of Covenants, Conditions, and Restrictions, for Starlite Subdivision, dated January 26, 1981, recorded May 5, 1981, Yamhill County Document No. 1981-003355 (formerly reel 1420, page 160, file no. 03355) in the Mortgage Records for the County of Yamhill, State of Oregon (the "Original Declaration"), as amended by that certain Amendment Of Declaration Of Covenants, Conditions And Restrictions For Starlite Subdivision dated August 18, 1987, recorded on August 18, 1987 as Yamhill County Document No. 1987-006585 (formerly reel 215, page 1390, file no. 06585) ("First Amendment") and Amendment Of Declaration Of Covenants, Conditions And Restrictions For Starlite Subdivision dated March 9, 1994, as recorded on October 27, 1994 as Yamhill County Document No. 1994-17375 ("Second

Amendment” together with the Original Declaration and First Amendment, the “Declaration”). The Declaration is enclosed.

Applicant is pursuing an authorization from the HOA to support the vacation of Barneys Road. Applicant will provide a copy of the HOA resolution once obtained.

Barneys Road adjoins the following real properties within the Plat:

- No address, Map Tax Lot No. R542100111, Account No. 411931 (owned by Applicant)
- 5100 SE RICE LN, Amity, Oregon 97101 (owned by Applicant) 5421-112
- 5500 SE RICE LN, Amity, Oregon 97101 (owned by Judy Tanzi) 5421-103
- 5680 SE KARLA’S LN, Amity, Oregon 97101(owned by Hart) 5421-110

Applicant’s responses to the Yamhill County Petition for Vacation of Public Road Where No Public Hearing Is Required being submitted with this narrative.

1. No further comment.
2. No further comment.
3. Reason for Vacation: Barneys Road is an unutilized dead end road in poor condition. See Attachment 1 (Current Condition Photos). The road was never fully developed to serve the adjacent properties, which have access from Rice Lane or Karla’s Road. Applicant seeks to assume responsibility for the underlying land and repurpose it to serve the vineyard property. The HOA seeks to reduce its liability to maintain the underutilized public right of way and reduce any maintenance costs related to the upkeep of Barneys Road. The consenting neighboring property owners would like to retain secondary across and Applicant is working with them to enter into an access easement. These reasons all support a finding that the vacation is within the public interest.
4. No further comment.
5. No further comment.
6. No further comment.
7. Access: The proposed vacation of Barneys Road will not deprive any of the adjoining property owners of any access rights to a public roadway. The property located at 5500 SE RICE LN, Amity, Oregon 97101 receives direct access from Rice Lane, a public roadway, and the property located at 5680 SE KARLAS LN, Amity, Oregon 97101 receives direct access from Karlas Lane, a public roadway. Applicant agrees to grant an access easement to adjoining property owners and that will be captured as part of the HOA resolution.

8. No further comment.
9. Supplemental Request: By virtue of signing the petition for the vacation of Barneys Road, consenting neighboring property owners instruct Yamhill County that MAK shall be the vested owner to all portions of Barneys Road upon Yamhill County's approval of the petition.

Enclosure: Starlite Subdivision Plat.

PLAT OF

STARLITE SUBDIVISION

IN THE SE 1/4 SECTION 16, THE NE 1/4, SE 1/4, SW 1/4, NW 1/4
SECTION 21, AND THE SW 1/4, E 1/4, SECTION 22, T.33S., R.14W.,
YAMHILL COUNTY, OREGON
PART OF THE BENJ. S. BURCH, AND THE JOHN WATT D.L.C.'S

SHEET 10 OF 4

DEVELOPER: BERNARD J. ROSSCOE
HOPEWELL, OR.

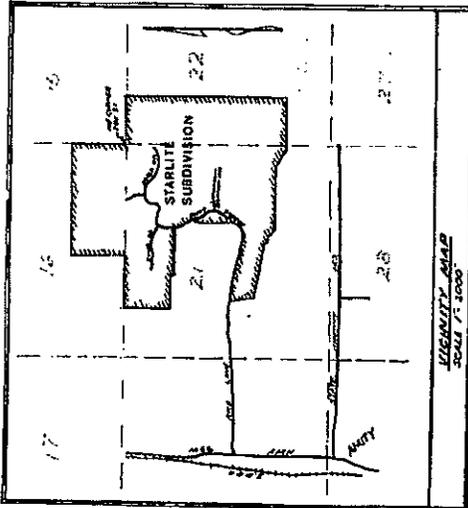
SURVEYOR: R. M. MURSELL
BOX 451
MEMPHIS, OR.

02353



Subdivision
County
Date
Starlite Subdivision
May 15 1984
Yamhill County, Oregon
By: B. J. Rosscoe
Deputy

LOCATED & PATENTED - ENJOYED 1920



INDEX

- 1) TITLE, VICINITY MAP, AMENDMENTS
- 2) LOT DIMENSIONS, SURVEYORS CERTIFICATE
- 3) TEST HOLES
- 4) ROADWAY / CURVE DATA
- 5) DEDICATIONS/ACKNOWLEDGEMENTS

APPROVALS

APPROVED THIS 1 DAY OF MAY 1984
BY B. J. Rosscoe
COUNTY ROADMASTER

APPROVED THIS 15 DAY OF MAY 1984
BY S. E. P. [Signature]
COUNTY HEALTH OFFICER

APPROVED THIS 15 DAY OF MAY 1984
BY [Signature]
COUNTY ASSESSOR

APPROVED THIS 15 DAY OF MAY 1984
BY [Signature]
BOARD OF COUNTY COMMISSIONERS

APPROVED THIS 15 DAY OF MAY 1984
BY [Signature]
COUNTY CLERK

APPROVED THIS 15 DAY OF MAY 1984
BY [Signature]
COUNTY SURVEYOR

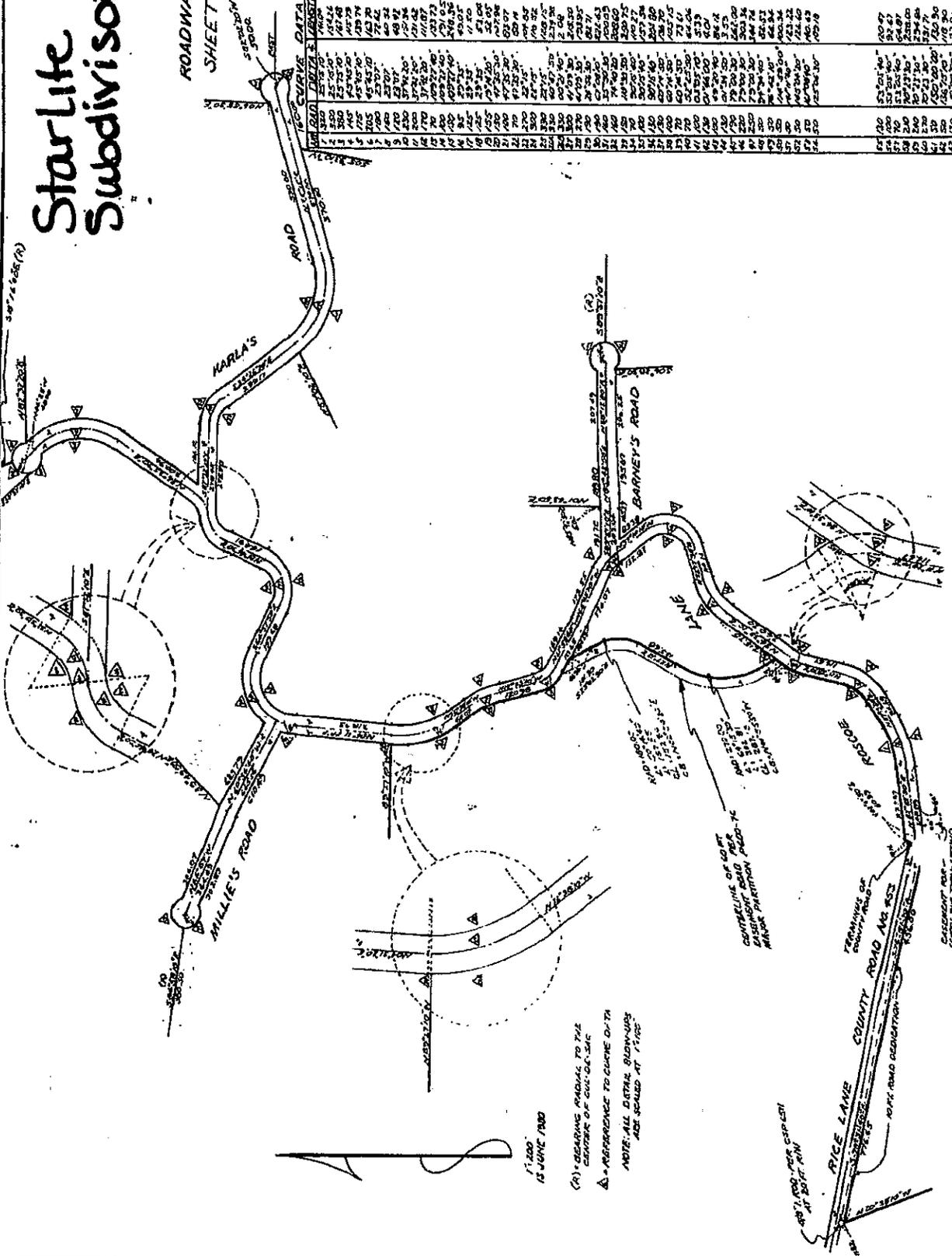
APPROVED THIS 15 DAY OF MAY 1984
BY [Signature]
PLANNING COMMISSION

APPROVED THIS 15 DAY OF MAY 1984
BY [Signature]
COUNTY CLERK

ALL FEES, ASSESSMENT FEES OR OTHER
CHARGES AS REQUIRED BY OREGON
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261-997, 261-998, 261-999, 261-1000

StarLife Subdivision

ROADWAY DATA
SHEET 3 OF 4



STATION	BEARING	DISTANCE	CURVE DATA	CHORD
1	307°43'00" (A)	100.00		100.00
2	112°15'00"	100.00		100.00
3	25°00'00"	100.00		100.00
4	175°00'00"	100.00		100.00
5	45°45'00"	100.00		100.00
6	72°45'00"	100.00		100.00
7	23°00'00"	100.00		100.00
8	170°00'00"	100.00		100.00
9	130°00'00"	100.00		100.00
10	100°00'00"	100.00		100.00
11	100°00'00"	100.00		100.00
12	100°00'00"	100.00		100.00
13	100°00'00"	100.00		100.00
14	100°00'00"	100.00		100.00
15	100°00'00"	100.00		100.00
16	100°00'00"	100.00		100.00
17	100°00'00"	100.00		100.00
18	100°00'00"	100.00		100.00
19	100°00'00"	100.00		100.00
20	100°00'00"	100.00		100.00
21	100°00'00"	100.00		100.00
22	100°00'00"	100.00		100.00
23	100°00'00"	100.00		100.00
24	100°00'00"	100.00		100.00
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32	100°00'00"	100.00		100.00
33	100°00'00"	100.00		100.00
34	100°00'00"	100.00		100.00
35	100°00'00"	100.00		100.00
36	100°00'00"	100.00		100.00
37	100°00'00"	100.00		100.00
38	100°00'00"	100.00		100.00
39	100°00'00"	100.00		100.00
40	100°00'00"	100.00		100.00
41	100°00'00"	100.00		100.00
42	100°00'00"	100.00		100.00
43	100°00'00"	100.00		100.00
44	100°00'00"	100.00		100.00
45	100°00'00"	100.00		100.00
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52	100°00'00"	100.00		100.00
53	100°00'00"	100.00		100.00
54	100°00'00"	100.00		100.00
55	100°00'00"	100.00		100.00
56	100°00'00"	100.00		100.00
57	100°00'00"	100.00		100.00
58	100°00'00"	100.00		100.00
59	100°00'00"	100.00		100.00
60	100°00'00"	100.00		100.00
61	100°00'00"	100.00		100.00
62	100°00'00"	100.00		100.00
63	100°00'00"	100.00		100.00
64	100°00'00"	100.00		100.00
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73	100°00'00"	100.00		100.00
74	100°00'00"	100.00		100.00
75	100°00'00"	100.00		100.00
76	100°00'00"	100.00		100.00
77	100°00'00"	100.00		100.00
78	100°00'00"	100.00		100.00
79	100°00'00"	100.00		100.00
80	100°00'00"	100.00		100.00
81	100°00'00"	100.00		100.00
82	100°00'00"	100.00		100.00
83	100°00'00"	100.00		100.00
84	100°00'00"	100.00		100.00
85	100°00'00"	100.00		100.00
86	100°00'00"	100.00		100.00
87	100°00'00"	100.00		100.00
88	100°00'00"	100.00		100.00
89	100°00'00"	100.00		100.00
90	100°00'00"	100.00		100.00
91	100°00'00"	100.00		100.00
92	100°00'00"	100.00		100.00
93	100°00'00"	100.00		100.00
94	100°00'00"	100.00		100.00
95	100°00'00"	100.00		100.00
96	100°00'00"	100.00		100.00
97	100°00'00"	100.00		100.00
98	100°00'00"	100.00		100.00
99	100°00'00"	100.00		100.00
100	100°00'00"	100.00		100.00

(A) - BEARING RADIAL TO THE CENTER OF CURVE DATA
 Δ - REFERENCE TO CURVE DATA
 NOTE: ALL DATA SUBMITTED AND SCALED AT 1"=50'

Exhibit B



560 SW Tenth Avenue
Suite 700
Portland, OR 97205

Michael Karas
503.778.5277 tel
503.778.5299 fax

michaelkaras@dwt.com

February 4, 2025

Via Email to woods1@yamhillcounty.gov and fridayk@yamhillcounty.gov

Yamhill County Planning Department
Attn: Lance Woods and Ken Friday
400 NE Baker Street
McMinnville, OR 97128

Re: Supplemental Narrative for Docket No. RV-03-24 - Barneys Road aka Barneys Lane Petition for Vacation Application submitted on December 16, 2024 (“**Application**”)

Dear Mr. Friday and Mr. Woods:

As you are aware, Davis Wright Tremaine LLP represent MAK Land LLC, an Oregon limited liability company (“**Applicant**”) in the Application.

The Narrative to the Application stated the Applicant was pursuing an authorization from the Starlite Homeowner’s Association (“**HOA**”) to support the vacation of Barneys Road and the Applicant was to provide a copy of the authorization resolution. Applicant provides this supplemental narrative to further provide the HOA’s authorization for the Application.

The HOA is governed by the Declaration of Covenants, Conditions, and Restrictions, for Starlite Subdivision, dated January 26, 1981, recorded May 5, 1981, Yamhill County Document No. 1981-003355 (formerly reel 1420, page 160, file no. 03355) in the Mortgage Records for the County of Yamhill, State of Oregon (the “**Original Declaration**”), as amended by that certain Amendment Of Declaration Of Covenants, Conditions And Restrictions For Starlite Subdivision dated August 18, 1987, recorded on August 18, 1987 as Yamhill County Document No. 1987-006585 (formerly reel 215, page 1390, file no. 06585) (“**First Amendment**”) and Amendment Of Declaration Of Covenants, Conditions And Restrictions For Starlite Subdivision dated March 9, 1994, as recorded on October 27, 1994 as Yamhill County Document No. 1994-17375 (“**Second Amendment**” together with the Original Declaration and First Amendment, the “**Declaration**”). The Declaration is enclosed.

When the previously submitted Starlite Subdivision plat (“**Plat**”) and Original Declaration were filed, there were only 12 lots subject to the Original Declaration. The First Amendment provides Lots 11 and 12 of the Plat were further subdivided and reconfigured, which resulted in a total of 13 lots subject to the Declaration.

Article V(1) provides that after January 1, 2000, the Declaration may be amended by a majority of the owners of the lots within the Starlite Subdivision.

The enclosed HOA resolution, signed by a majority of the lot owners, authorizes the Applicant to submit the Application, and that, upon vacation of Barneys Road, title shall vest in the Applicant.

Please note, there are two versions of the enclosed resolution as there was a revision requested by one of the HOA members after Carol Conkey signed. The change is reflected in the enclosed redline, however, it is not a material change in the resolution and the other members, including her husband Fred Conkey, have approved of the change and regardless of Carol's approval of the change, the resolution was still passed by a majority of the members in accordance with the terms of the Declaration.

Further, the Applicant has agreed to grant the owner of Lot 4 of the Starlite Subdivision an access easement over and across Barney Road after it is vacated. Enclosed in the form of the easement that will be recorded after the vacation is approved.

Thank you for your attention to these matters. With this additional information, we hope this matter will be scheduled for hearing and approval. Please do not hesitate to call us if you have any questions.

Very truly yours,

Davis Wright Tremaine LLP



Michael Karas

cc: Elaine Albrich (via email)
Applicant (via email)
Enclosures: Declaration
HOA Resolution
Redline of Resolution
Easement

Declaration

[Attached]

180-1400

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STARLITE SUBDIVISION

THIS DECLARATION, made this 26th day of January, 1981,
by Bernard J. Roscoe, as Declarant, for himself, his heirs, successors
and assigns:

WITNESSETH:

WHEREAS, Declarant is the sole owner of the real property located
in Yamhill County, Oregon, and more particularly described as set forth
in Exhibit "A", attached hereto and by this reference made a part hereof
(which real property is hereinafter referred to as "the subdivision");
and

WHEREAS, the Declarant intends to develop and sell lots within said
subdivision for agricultural, forestry and residential uses; and

WHEREAS, as a condition for the approval of said subdivision,
Yamhill County has required that certain covenants, conditions and
restrictions be imposed to insure that the primary use of lots will be
for agricultural and forestry uses, and that any residential uses thereof
shall be in conjunction with agrarian practices; and

WHEREAS, Yamhill County has further conditioned approval of the
subdivision upon the creation by the Declarant of a mechanism for the
maintenance, repair and improvement of the public roadways within such
subdivision; and

WHEREAS, the Declarant, in order to insure to the future owners of
lots within the subdivision the full enjoyment and use thereof, desires
and intends to impose certain other covenants, conditions and restrictions
upon said lots;

NOW, THEREFORE, Declarant hereby declares that the premises described
in Exhibit "A" shall be held, developed and sold subject to the following
covenants, conditions and restrictions, which shall be binding upon and
inure to the benefit of all heirs, successors and assigns of the Declarant:

ARTICLE I.
PUBLIC LAND USE RESTRICTIONS

The primary use of each lot within the subdivision shall be agricul-
tural or forestry use. No residential use shall be made of any lot except
in conjunction with agricultural or forestry use. For the purposes of
this Declaration, a residential use shall be considered to be "in conjunc-
tion with agricultural or forestry use" if, at the time of the commence-
ment of construction or placement on the lot of the residential improve-
ments in question, the owner or owners thereof have fully complied with
all applicable requirements for such improvement contained in the
Comprehensive Plan and zoning statutes and ordinances for Yamhill County,
Oregon, and have further fully complied with all other statutes, ordinances,
rules and regulations of any other governmental entity having jurisdiction
over the subdivision. As of the date of this Declaration, the Comprehen-
sive Plan and zoning ordinances of Yamhill County, Oregon, provide, among
other things that:

- (1) Dwellings sited on those portions of the subdivision which are zoned EF-40:
 - (a) Must be compatible with the farm uses described in ORS 215.203(2);
 - (b) Must be consistent with the intent and purposes set forth in ORS 215.243;
 - (c) Must not seriously interfere with accepted farming practices on adjacent lands;
 - (d) Must not materially alter the stability of the overall land use plan for the area; and
 - (e) Must be sited on land which is generally unsuitable for production of farm crops and livestock.

- (2) Dwellings sited on those portions of the subdivision which are zoned AF-20:
 - (a) Must be occupied by the owner, the owner's family or a farm operator;
 - (b) Must not impose limitations on existing farm and forest uses and practices in the area; and
 - (c) Will be approved only upon evidence that management activities for farm or forest use will be undertaken, including development of a management plan.

The statutes, ordinances and regulations cited hereinabove may be amended from time to time by the respective governmental entities. Said statutes, ordinances and regulations, as the same may be modified from time to time, together with the Covenants, Conditions and Restrictions elsewhere contained in this Declaration, shall constitute the only limitations and restrictions on the construction and placement of residences within the subdivision.

ARTICLE II. MAINTENANCE OF PUBLIC ROADWAYS

The roads shown on the recorded plat have been dedicated to the public by the Declarant. However, under applicable ordinances and policies of Yamhill County, the County will not now accept responsibility for the maintenance, repair and improvement of said roadways. The County has conditioned final approval of this subdivision upon the establishment within this Declaration of binding and enforceable provisions for the maintenance by the owners of the lots within the subdivision of said roadways.

Accordingly, the Declarant provides as follows:

- (1) Unless and until Yamhill County accepts responsibility for the maintenance, repair and improvement of the public roads shown on the recorded plat, said maintenance, repair and improvement shall be the sole and exclusive responsibility of the owners of the lots within the subdivision.

- (2) All costs and expenses incurred in repairing, maintaining and improving said public roads shall be borne by the lot owners in accordance with the following formula:

- (a) Lot One - 5 percent
- (b) Lot Two - 5 percent
- (c) Lot Three - 10 percent
- (d) Lot Four - 10 percent
- (e) Lot Six - 10 percent
- (f) Lot Seven - 10 percent
- (g) Lot Eight - 10 percent
- (h) Lot Nine - 10 percent
- (i) Lot Ten - 10 percent
- (j) Lot Eleven - 10 percent
- (k) Lot Twelve - 10 percent

The Declarant states that the foregoing percentage figures have been assigned to the lots in the subdivision based upon an estimate of the amount of use each lot owner will make of the road system; and the relationship between that amount and the total amount of use which all lot owners are expected to make of the entire system. Said percentage figures are in essence predictions of future use, and are therefore, necessarily, approximation. Notwithstanding that fact, and without regard to any variance between actual road usage by lot owners and the percentage use figures stated hereinabove, unless and until this Declaration is amended or Yamhill County accepts responsibility for maintenance, repair and improvement of the public roads within the subdivision, the figures stated above shall be the percentage of total costs which shall be borne by the owner or owners of each lot.

- (3) As such term is used in this Article, the term "maintenance, repair and improvement" includes, but is not limited to:
 - (a) All patching, repairing, resurfacing and restriping of paved or asphalted surfaces within the subdivision's public road system;
 - (b) Any widening, realignment, expansion, extension or other improvement made to the present roadway system;
 - (c) The addition of any off-street improvements, such as curbs, bicycle paths or sidewalks, within the public right-of-way or any part thereof;
 - (d) The maintenance and care of all off-street portions of the public right-of-ways, including the gravelling, mulching, seeding, landscaping and trimming thereof; and
 - (e) The application and removal of sand and other materials designed to keep the roadway system passable during the winter months; and
 - (f) The removal of snow, ice and all other obstacles to travel on any part of the roadway system.
- (4) In order to provide for and coordinate the maintenance, repair and improvement of the public roadway system within the subdivision, the owners of the lots within the subdivision shall together constitute an unincorporated non-profit organization, known as the "Starlite Homeowner's Association". Said Association shall meet at least annually. Notice of each such meeting shall be mailed or delivered to each lot owner at least ten (10) days in advance of each such meeting. At each such annual meeting:

- (a) The owners of a majority of the lots shall constitute a quorum for the conduct of business. In the conduct of all business of the Association, each lot shall have one (1) vote, fractions of which may be cast by individual owners of the lot in the case of lots in multiple ownership.
 - (b) The owners present at the meeting shall by majority vote, elect an Executive Committee consisting of three (3) persons, each of whom shall have an ownership interest in a lot within the subdivision. Until such time as Declarant has sold at least eighty percent (80%) of the lots in the subdivision, Declarant shall automatically be a member of said Executive Committee. The members of the Executive Committee shall each serve one (1) year, or until their respective successors are elected. In the event of the resignation or inability to serve of any member of the Executive Committee, the remaining two (2) members shall choose said member's successor, who shall serve until the next annual meeting of the Association. Without limitation, members of the Executive Committee may be elected to successive terms thereon. The Executive Committee shall function in accordance with the following Section Six (6) of this Article.
 - (c) The owners present at such meetings shall transact such other business regarding the maintenance, repair and improvement of the public roadways as shall be necessary and appropriate, including but not limited to, the adoption of resolutions calling for the accomplishment of specific items of maintenance, repair and improvements, and the designation of the Executive Committee as authorized agents of the owners. All such action shall be by the majority vote of those owners present and voting.
- (5) In order to provide for payment of the costs and expenses of maintenance, repair and improvement of the public roadway system within the subdivision, the owners, through their Executive Committee, or upon their own majority vote, may from time to time, assess levies against the lots within the subdivision, based upon the percentage figures set forth in Section Two (2) of this Article. Until fully paid, each such levy shall, as to each such lot, constitute a lien upon the real property and improvements thereon. If any owner fails to pay within ninety (90) days of its due date the assessment levied hereunder, the Association, acting through its Executive Committee, may commence against such owner or owners any appropriate proceeding for the foreclosure of said lien and the collection of said assessment. The provisions of this paragraph are in addition to, and not in lieu of, the provisions of Article Four (IV) of this Declaration.
- (6) The Executive Committee established under Section Four (4) (b) of this Article shall meet as often as is necessary and convenient to provide for and oversee the maintenance, repair and improvement of the public roadway system within the sub-

division, in accordance with this Article. A quorum of such meetings shall consist of two (2) members. All business of the Committee shall be by majority vote of the members present and voting. Each member of the Executive Committee shall have one (1) vote.

- (7) In addition to the annual owners meetings provided for in Section Four (4) of this Article, the owners may hold special meetings at the call of the Executive Committee or of the owners of three (3) or more lots in the subdivision. Notice of such meetings shall be given in accordance with the provisions of Section Four (4)(a) of this Article. At any such special meeting, the owners may conduct any business which may be conducted by them under this Article at an annual meeting.
- (8) The Starlite Homeowner's Association shall continue to exist and function in accordance with the provisions of this Article until the earlier of the following:
 - (a) The acceptance by Yamhill County, Oregon or by any other appropriate governmental entity, of full responsibility for the maintenance, repair and improvement of the public roadway system within the subdivision; or
 - (b) The amendment or modification of this Article under the provisions of Article Five (V) of this Declaration.

**ARTICLE III.
GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS**

(1) Construction, Placement of Buildings:

- (a) No building or other structure shall be constructed, placed or erected on any lot within the subdivision except in accordance with these Covenants, Conditions and Restrictions, and with all applicable statutes, ordinances, rules and regulations.
- (b) No building or structure shall be used for any purpose whatsoever except for residential, agricultural, forestry and non-commercial storage uses.
- (c) No more than one, single-family dwelling unit shall be constructed, erected or placed on any lot within the subdivision.
- (d) Within eighteen (18) months following commencement of construction of any improvement upon a lot, the owners thereof or their successors in interest shall complete said construction.
- (e) Each residence constructed, erected or placed upon the lots within the subdivision shall, prior to occupancy, be connected to an approved subsurface sewage disposal system and to a well adequate to provide water for domestic purposes.

(2) Use of Premises:

- (a) No use shall be made of any portion of any lot that would unduly interfere with the use and maintenance of any utility and other easements existing upon said

- (b) Prior to grazing or pasturing domestic animals upon any lot, the owners thereof shall adequately and appropriately fence said lot or the portion thereof to be devoted to said purpose.
- (c) The owners of each lot shall have the right to conduct thereon both commercial and non-commercial agricultural and forestry activities, in accordance with the provisions of applicable laws and ordinances. No lot owner shall engage in any activity upon said owner's lot which would have the effect of unreasonably limiting or hampering neighboring lot owners in their conduct of agricultural and forestry activities.
- (d) Except for stock watering, and the watering of any lawn or non-commercial garden not exceeding one-half (1/2) acre in size, no lot owner shall irrigate any portion of said owner's lot unless said owner has first obtained a permit to do so from the Water Resources Director of the State of Oregon, and then only in compliance with all applicable laws of the State of Oregon.
- (e) Except for the conduct of agricultural and forestry activities, no lot owner shall engage in any commercial or industrial activity upon said owner's lot.
- (f) All agricultural and forestry uses shall be conducted in accordance with accepted farming and forestry practices. No lot owner shall log said owner's lot without first obtaining any permits and approvals then required by law.

(3) Storage of Vehicles:

- (a) No lot or any part thereof shall be used for the commercial storage or parking of motor or other vehicles or equipment.
- (b) No inoperable motor vehicle shall be stored on a commercial or non-commercial basis or abandoned on any lot, unless the same is fully enclosed within an accessory building.

(4) Signs:

No sign of any kind shall be displayed to public view on any lot except one (1) sign of not more than twelve (12) square feet, advertising the property for sale or rent, or signs of similar size used by the builder to advertise the property during the period of construction of a residence thereon.

(5) Maintenance of Premises:

- (a) Each lot within the subdivision, and all improvements thereon, shall be properly maintained at the sole expense of the owner or owners thereof, so as to present an attractive public appearance and enhance the value of the subdivision and the lots therein.

- (b) No lot, or any part thereof, shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such waste shall be kept in sanitary containers at all times.

**ARTICLE IV.
ENFORCEMENT**

These Covenants, Conditions and Restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the above-described subdivision, and it is intended hereby that the Declarant or any such person shall have the right to prosecute any such proceeding at law or in equity as may be appropriate to enforce the Restrictions herein set forth. In any said proceeding, the prevailing party or parties shall be entitled to recover from the party or parties not prevailing all costs, and attorney's fees incurred by the prevailing party or parties, upon the trial of said cause, and upon any appeal thereof.

**ARTICLE V.
TERM, AMENDMENT, REVOCATION OF DECLARATION**

- (1) With the exception of Article II of this Declaration, these Covenants, Conditions and Restrictions shall run with the land and shall be binding upon the owners and occupants of lots within the subdivision, and all persons claiming by, through or under them, until January 1, 2000, at which time said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of persons then constituting the owners of a majority of the lots within the subdivision, it is agreed to change said Covenants in whole or in part. Prior to January 1, 2000, these Covenants, Conditions and Restrictions may be amended only by a vote of persons then representing ownership of at least three-fourths (3/4) of the lots within the subdivision.
- (2) The provisions of Article II of this Declaration shall run with the land, and shall be binding upon the owners and occupants of all lots within the subdivision and all persons claiming by, through or under them as set forth in said Article II. The owners of the lots within the subdivision shall continue to bear the full responsibility and expense for the maintenance of the public roadways within the subdivision on a perpetual basis, unless Yamhill County, Oregon, or another appropriate governmental entity elects to assume full responsibility for the maintenance, repair and improvement of said roadway system, at which time the provisions of said Article II shall be automatically terminated. The provisions of Article II may be amended under the same procedure set forth in Section One (1) of this Article, provided that no such amendment or modification shall have the effect of terminating the responsibility of the lot owners for the full maintenance, repair and improvement of the public roadway system, and provided further, that no such amendment or modification shall have the effect of lessening or limiting the collective responsibility of the lot owners for said maintenance, repair and improvement.

(3) Invalidation of any of these Covenants, Conditions and Restrictions, or any provision thereof, by court order, judgment or decree, shall in no wise affect any of the other remaining provisions of this Declaration, which shall in such case, continue to remain in full force and effect.

IN WITNESS WHEREOF, the aforesaid Declarant has hereunto set his hand the day and year first hereinabove written.

Bernard J. Roscoe

 Bernard J. Roscoe

STATE OF OREGON)
) ss.:
 County of Yamhill)

On this 26th day of January, 1981, personally appeared the above-named BERNARD J. ROSCOE and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Janet M. Hendry

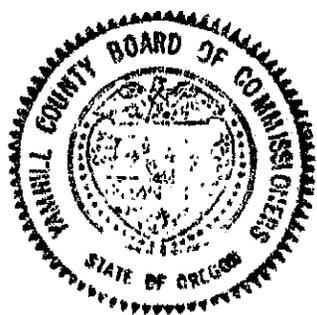
 Notary Public for Oregon
 My commission expires: 5-4-81



EXHIBIT "A"

Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 and 12 all in STARLITE SUBDIVISION, County of Yamhill and State of Oregon.

STATE OF OREGON }
 County of YAMHILL } ss.



03355
 I, Clerk of the County and State, do hereby certify that the foregoing instrument has been by me duly recorded on this 14th day of May A.D. 1981 at 160 o'clock PM in the County of Yamhill State of Oregon.
 I have hereunto subscribed my name and official title.

 County Clerk
 County

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STARLITE SUBDIVISION

THIS AMENDMENT OF DECLARATION, made this 18th day of August, 1987 by and between United Savings Bank, John D. Ingraham, Naoda J. Ingraham, Roy H. Wahl, and Geraldine C. Wahl, representing 100% of the owners the Starlite Subdivision, located in the County of Yamhill, in the State of Oregon, and more particularly described in the attached Exhibit "A". (Hereinafter said real property is described as the "Starlite Subdivision").

WITNESSETH:

WHEREAS, the owners of the Starlite Subdivision are:

United Savings Bank, as the owner of lots 1, 2, 3, 4, 6, 9, 10, and Parcels "A", "B" and "C" (Parcels "A", "B" and "C" being a resubdivision of lots 11 and 12)

John D. Ingraham and Naoda J. Ingraham, as the owner of lot 7

Roy H. Wahl and Geraldine C. Wahl, as the owner of lot 8;

WHEREAS, the parties desire to amend the Declaration of Covenants, Conditions and Restrictions for Starlite Subdivision, dated January 26, 1981, recorded May 5, 1981, reel 1420, page 160, file no. 03355, Mortgage Records for the County of Yamhill, State of Oregon ("the Declaration");

NOW, THEREFORE, the parties hereby amend Article II (2) of the Declaration to read as follows:

(2) All costs and expenses incurred in repairing, maintaining and improving said public roads shall be borne by the lot owners in accordance with the following formula:

- (a) Lot One - 5%
- (b) Lot Two - 5%
- (c) Lot Three - 9%
- (d) Lot Four - 9%
- (e) Lot Six - 9%
- (f) Lot Seven - 9%
- (g) Lot Eight - 9%
- (h) Lot Nine - 9%
- (i) Lot Ten - 9%
- (j) Parcel "A" - 9%
- (k) Parcel "B" - 9%
- (l) Parcel "C" - 9%

Parcels "A", "B" and "C" are a resubdivision of lots 11 and 12.

The Declarant states that the foregoing percentage figures have been assigned to the lots in the subdivision based upon an estimate of the amount of use each lot owner will make of the road system; and the relationship between that amount and the total amount of use which all lot owners are expected to make of the entire system. Said percentage figures are in essence predictions of future use, and are therefore, necessarily, approximation. Notwithstanding that fact, and without regard to any variance between actual road usage by lot owners and the percentage use figures stated hereinabove, unless and until this Declaration is amended or Yamhill County accepts responsibility for maintenance, repair and improvement of the public roads within the subdivision, the figures stated above shall be the percentage of total costs which shall be borne by the owner or owners of each lot.

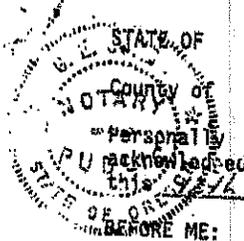
8-18-87

all

1987 AUG 18 PM 3:40

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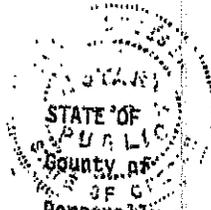
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} ss.

Personally appeared the above named Naoda J. Ingraham and acknowledged the foregoing instrument to be her voluntary act and deed this 9th day of August, 1987.

[Signature]
NOTARY PUBLIC FOR
My Commission Expires: 04-25-91



} ss.

Personally appeared the above named Roy H. Wahl and acknowledged the foregoing instrument to be his voluntary act and deed this 7th day of August, 1987.

BEFORE ME:

State of Oregon
NOTARY PUBLIC FOR
My Commission Expires: 1/91

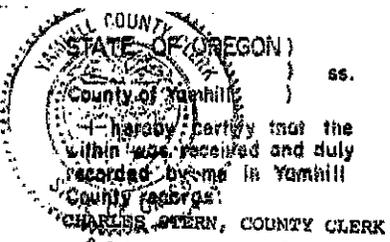


} ss.

Personally appeared the above named Geraldine C. Wahl and acknowledged the foregoing instrument to be her voluntary act and deed this 7th day of August, 1987.

BEFORE ME:

State of Oregon
NOTARY PUBLIC FOR
My Commission Expires: 1/91



} ss.

I hereby certify that the within was received and duly recorded by me in Yamhill County Oregon.

CHARLES STERN, COUNTY CLERK

[Signature]

13.50
06585

8-18-87

4♥P

WHEREAS, a primary purpose of the Covenants, Conditions, and Restrictions for Starlite Subdivision is to provide for the maintenance of the public roadways within the system; and

WHEREAS, the responsibility for the maintenance of the roadways within the system constitutes a significant financial burden for the eleven lot owners in the Starlite Subdivision; and

WHEREAS, there are landowners, other than the lot owners in the Starlite Subdivision whose property abuts the roadways in the subdivision and who use said roadways as primary access to their property; and

WHEREAS, there may be from time to time other persons or entities that will use the Starlite Subdivision roadways to such an extent that the maintenance of such roadways is of importance to such persons or entities; and

WHEREAS, at the present time there is no established method or system by which such entities or persons can express their interest or support;

NOW, THEREFORE, the parties (owners) hereby amend Article II(2) of the Declaration by adding thereto a subparagraph nine (9) as follows:

(9) Associate Membership

- a. In addition to the Starlite Subdivision mandatory membership constituted by the owners of the lots in the Starlite Subdivision, there is hereby established an associate membership category. The associate membership category is established to provide a means for those persons or entities who have an interest in the maintenance of the Starlite Subdivision roadways to pursue such interest. Voluntary associate membership is open to any person or entity who has an interest in the maintenance of the Starlite Subdivision roadways and agrees to provide some financial support for such maintenance. The amount of such financial support shall be agreed to prior to granting membership. Voluntary associate membership shall be renewed annually.
- b. Associate membership shall be mandatory for any person or entity who acquires access to the Starlite Subdivision roadways through any lot in the subdivision. The fees and/or assessments for such an associate member shall be an amount equal to the amount paid by the owner of the lot through which access is acquired. Assessment of such fees shall commence on the date that access is acquired. If such associate member fails to pay their fees, the lot owners who provided access shall pay them for as long as access is provided.

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c. Each associate member, voluntary and mandatory, shall have the right to attend all meetings of the Starlite Homeowner's Association and shall have one vote on any issue pertaining to road maintenance.

This Amendment of Declaration is incorporated into and shall be deemed to amend and supplement the Declaration.

IN WITNESS WHEREOF, the aforementioned parties have hereunto set their hand the day and year here written.

Craig L. Keeler
Craig L. Keeler

6-8-94
Date

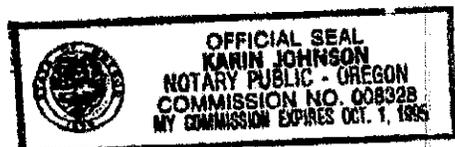
Gabriele E. Keeler
Gabriele E. Keeler

6-8-94
Date

STATE OF OREGON

County of YAMHILL

Signed or attested to before me by CRAIG L. AND GABRIELE E. KEELER on JUNE 8, 1994.



Karin Johnson
Notary Public for the State of OREGON
My Commission Expires: 10-1-95

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3+1-S@4411-5+8++1 +-5(ac/tnna. J #v111->e1

Keith V Orr

Keith V. Orr

10/11/94

Date

Patty A. Thomas

Patty A. Thomas

10/11/94

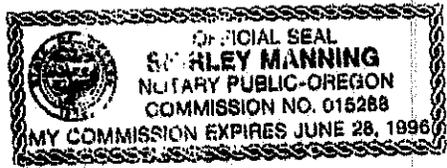
Date

STATE OF Oregon

County of Clatsop

Signed or attested to before me by Keith V. Orr

Patty A. Thomas



Shirley Manning
Notary Public for the State of Oregon
My Commission Expires: 6/29/96

Beverly A. Hallberg

Beverly A. Hallberg

4/19/94

Date

STATE OF OREGON

County of YAMHILL

Signed or attested to before me by BEVERLY A. HALLBERG

ON APRIL 19, 1994



Karin Johnson
Notary Public for the State of Oregon
My Commission Expires: 10-1-95

Harold R. Hendrickson
Harold R. Hendrickson

Alice J. Hendrickson
Alice J. Hendrickson

8-18-94
Date

8-18-94
Date

STATE OF OREGON

County of Yamhill

Signed or attested to before me by Harold R. and Alice J. Hendrickson on 8-18-94.



Karin Johnson
Notary Public for the State of Oregon
My Commission Expires: 10-1-95

Roy C. Henry Jr
Roy C. Henry

Linda Henry
Linda Henry

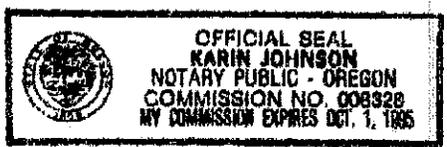
9-8-94
Date

9-8-94
Date

STATE OF OREGON

County of YAMHILL

Signed or attested to before me by ROY C. HENRY, JR & LINDA HENRY on 9-8-94.



Karin Johnson
Notary Public for the State of OREGON
My Commission Expires: 10-1-95

Daniel L. Roberts

Daniel L. Roberts

Tanjia A. Roberts

Tanjia A. Roberts

~~Tanjia~~
TANJIA

4-13-94

Date

4-13-94

Date

STATE OF OREGON

County of YAMHILL

Signed or attested to before me by DANIEL L. & TANJIA A.

ROBERTS, ON APR. 13, 1994



Karin Johnson

Notary Public for the State of OREGON

My Commission Expires: 10-1-95

Berta Rivas McKaig

Berta Rivas McKaig

4-12-94

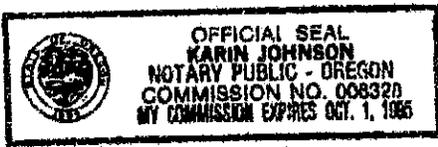
Date

STATE OF OREGON

County of YAMHILL

Signed or attested to before me by BERTA RIVAS MCKAIG

ON APRIL 12th, 1994



Karin Johnson

Notary Public for the State of OREGON

My Commission Expires: 10-1-95

John D. Ingraham
John D. Ingraham

Narda J. Ingraham
Narda J. Ingraham

4-13-94
Date

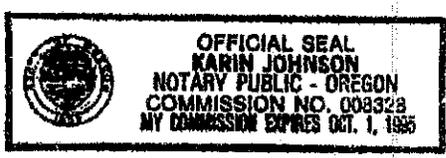
4-13-94
Date

STATE OF OREGON

County of YAMHILL

Signed or attested to before me by JOHN D. & NARDA J.

INGRAHAM ON APR. 13, 1994.



Karin Johnson
Notary Public for the State of OREGON
My Commission Expires: 10-1-95

Roy H. Wahl
Roy H. Wahl

Geraldine C. Wahl
Geraldine C. Wahl

April 19 '94
Date

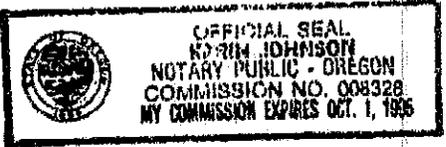
April 19, 1994
Date

STATE OF OREGON

County of YAMHILL

Signed or attested to before me by ROY H. WAHL & GERALDINE

C. WAHL ON APRIL 19, 1994.



Karin Johnson
Notary Public for the State of OREGON
My Commission Expires: 10-1-95

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Fred Conkey
Fred J. Conkey

Carol Conkey
Carol A. Conkey

5-23-94
Date

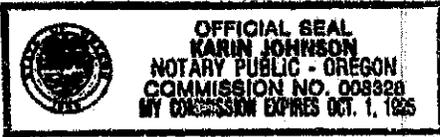
5-23-94
Date

STATE OF OREGON

County of YAMHILL

Signed or attested to before me by FREDERK J. & CAROL A.

CONKEY ON MAY 23, 1994



Karin Johnson
Notary Public for the State of OREGON
My Commission Expires: 10-1-95

Kevin Nichols
Kevin Nichols

Sarah Nichols
Sarah Nichols

May 19, 1994
Date

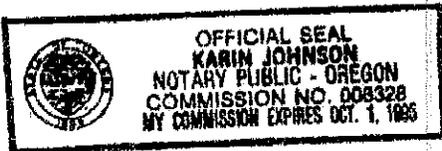
May 19, 1994
Date

STATE OF OREGON

County of YAMHILL

Signed or attested to before me by KEVIN AND SARAH

NICHOLS, ON MAY 19, 1994



Karin Johnson
Notary Public for the State of Oregon
My Commission Expires: 10-1-95

AMENDMENT OF DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STARLITE SUBDIVISION

THIS AMENDMENT OF DECLARATION, made this 7th day of August, 1987 by and between United Savings Bank, John D. Ingraham, Naoda J. Ingraham, Roy H. Wahl, and Geraldine C. Wahl, representing 100% of the owners the Starlite Subdivision, located in the County of Yamhill, in the State of Oregon, and more particularly described in the attached Exhibit "A". (Hereinafter said real property is described as the "Starlite Subdivision").

WITNESSETH:

WHEREAS, the owners of the Starlite Subdivision are:

United Savings Bank, as the owner of lots 1, 2, 3, 4, 5, 9, 10, and Parcels "A", "B" and "C" (Parcels "A", "B" and "C" being a resubdivision of lots 11 and 12)

John D. Ingraham and Naoda J. Ingraham, as the owner of lot 7

Roy H. Wahl and Geraldine C. Wahl, as the owner of lot 8;

WHEREAS, the parties desire to amend the Declaration of Covenants, Conditions and Restrictions for Starlite Subdivision, dated January 26, 1981, recorded May 5, 1981, reel 1420, page 160, file no. 03355, Mortgage Records for the County of Yamhill, State of Oregon ("the Declaration");

NOW, THEREFORE, the parties hereby amend Article II (2) of the Declaration to read as follows:

(2) All costs and expenses incurred in repairing, maintaining and improving said public roads shall be borne by the lot owners in accordance with the following formula:

- (a) Lot One - 5%
- (b) Lot Two - 5%
- (c) Lot Three - 9%
- (d) Lot Four - 9%
- (e) Lot Six - 9%
- (f) Lot Seven - 9%
- (g) Lot Eight - 9%
- (h) Lot Nine - 9%
- (i) Lot Ten - 9%
- (j) Parcel "A" - 9%
- (k) Parcel "B" - 9%
- (l) Parcel "C" - 9%

Parcels "A", "B" and "C" are a resubdivision of lots 11 and 12.

The Declarant states that the foregoing percentage figures have been assigned to the lots in the subdivision based upon an estimate of the amount of use each lot owner will make of the road system; and the relationship between that amount and the total amount of use which all lot owners are expected to make of the entire system. Said percentage figures are in essence predictions of future use, and are therefore, necessarily, approximation. Notwithstanding that fact, and without regard to any variance between actual road usage by lot owners and the percentage use figures stated hereinabove, unless and until this Declaration is amended or Yamhill County accepts responsibility for maintenance, repair and improvement of the public roads within the subdivision, the figures stated above shall be the percentage of total costs which shall be borne by the owner or owners of each lot.

18-18-87

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1987 AUG 18 PM 3:40

F215P1391

This Amendment of Declaration is incorporated into and shall be deemed to amend and supplement the Declaration.

IN WITNESS WHEREOF, the aforementioned parties have hereunto set their hand the day and year first here and above written.

UNITED SAVINGS BANK

By: [Signature] S.V.P.

By: [Signature] A.V.P.

[Signature]
John D. Ingraham

[Signature]
Neoda J. Ingraham

[Signature]
Roy H. Wahl

[Signature]
Geraldine C. Wahl

STATE OF OREGON)
County of) ss

Personally appeared Myrtle L. Townsend / G.E. Coniss who being duly sworn, did say that he is the senior vice president, and G.E. Coniss who being duly sworn, did say that he is the senior vice president of United Savings Bank, an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledge said instrument to be the free act and deed of said corporation, this 11th day of August, 1987.

Before me:
[Signature]
Notary Public of Oregon
My Commission expires: 4/4/88

STATE OF)
County of) ss.

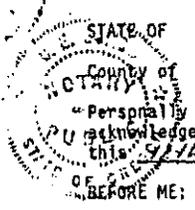
Personally appeared the above named John D. Ingraham and acknowledged the foregoing instrument to be his voluntary act and deed this 12 day of August, 1987.

BEFORE ME:
[Signature]
NOTARY PUBLIC FOR
My Commission Expires: 04-22-71

18-81-87

1997 AUG 18 PM 3:40

F215P1392

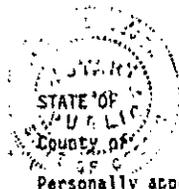


} ss.

Personally appeared the above named Naoda J. Ingraham and acknowledged the foregoing instrument to be her voluntary act and deed this 17th day of August, 1987.

BEFORE ME:

[Signature]
NOTARY PUBLIC FOR
My Commission Expires: 04-25-91



} ss.

Personally appeared the above named Roy H. Wahl and acknowledged the foregoing instrument to be his voluntary act and deed this 21st day of August, 1987.

BEFORE ME:

State of Oregon
NOTARY PUBLIC FOR
My Commission Expires: 1/91

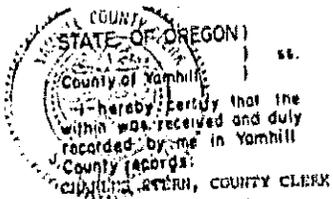


} ss.

Personally appeared the above named Geraldine C. Wahl and acknowledged the foregoing instrument to be her voluntary act and deed this 21st day of August, 1987.

BEFORE ME:

State of Oregon
NOTARY PUBLIC FOR
My Commission Expires: 1/91



1350
06585

[Signature]
COUNTY CLERK

8-18-87

E318P0636

**AMENDMENT OF DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STARLITE SUBDIVISION**

THIS AMENDMENT OF DECLARATION, made this 9th day of March, 1994 by and between Craig L. and Gabriele E. Keeler, Keith V. Orr, Patty J. Thomas, Beverly Hallberg, Harold R. and Alice J. Hendrickson, Roy C. and Linda Henry, Daniel L. and Taujna A. Roberts, Bertha Rivas, John D. And Naoda J. Ingraham, Roy H. and Geraldine C. Wahl, Fred J. and Carol A. Conkey, and Kevin and Sarah Nichols, representing 100% of the owners of the Starlite Subdivision, located in the County of Yamhill, in the State of Oregon, and more particularly described in the attached Exhibit "A." (Hereinafter said real property is described as the "Starlite Subdivision.")

WITNESSETH:

WHEREAS, the owners of the Starlite Subdivision are:

- Craig L. and Gabriele E. Keeler, as owners of Lots 1 and 2;
- Keith V. Orr and Patty A. Thomas, as owners of Lot 3;
- Beverly A. Hallberg, as owner of Lot 4;
- Harold R. and Alice J. Hendrickson, as owners of Lot A;
- Roy C. and Linda Henry, as owners of Lot B;
- Daniel L. and Taujna A. Roberts, as owners of Lot C;
- Berta Rivas McKaig, as owner of Lot 6;
- John D. and Naoda J. Ingraham, as owner of Lot 7;
- Roy H. and Geraldine C. Wahl, as owners of Lot 8;
- Fred J. and Carol A. Conkey, as owners of Lot 9; and
- Kevin and Sarah Nichols, as owners of Lot 10;

WHEREAS, the parties desire to amend the Declaration of Covenants, Conditions, and Restrictions, for Starlite Subdivision, dated January 26, 1981, recorded May 5, 1981, reel 1420, page 160, file no. 03355, Mortgage Records for the County of Yamhill, State of Oregon ("the Declaration") which declaration was previously amended on August 18, 1987; and

Page 1 of 8 pages.

**AFTER RECORDING
RETURN TO:**

*John D. INGRAHAM
4875 Millies Lane
Amity OR 97101*

Recorded in Yamhill County, Oregon
CHARLES STERN, COUNTY CLERK

40.00
199417375 3:15pm 10/27/94
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1 P02 8 8 40.00 0.00 0.00 0.00 0.00 0.00

1/8

WHEREAS, a primary purpose of the Covenants, Conditions, and Restrictions for Starlite Subdivision is to provide for the maintenance of the public roadways within the system; and

WHEREAS, the responsibility for the maintenance of the roadways within the system constitutes a significant financial burden for the eleven lot owners in the Starlite Subdivision; and

WHEREAS, there are landowners, other than the lot owners in the Starlite Subdivision whose property abuts the roadways in the subdivision and who use said roadways as primary access to their property; and

WHEREAS, there may be from time to time other persons or entities that will use the Starlite Subdivision roadways to such an extent that the maintenance of such roadways is of importance to such persons or entities; and

WHEREAS, at the present time there is no established method or system by which such entities or persons can express their interest or support;

NOW, THEREFORE, the parties (owners) hereby amend Article II(2) of the Declaration by adding thereto a subparagraph nine (9) as follows:

(9) Associate Membership

- a. In addition to the Starlite Subdivision mandatory membership constituted by the owners of the lots in the Starlite Subdivision, there is hereby established an associate membership category. The associate membership category is established to provide a means for those persons or entities who have an interest in the maintenance of the Starlite Subdivision roadways to pursue such interest. Voluntary associate membership is open to any person or entity who has an interest in the maintenance of the Starlite Subdivision roadways and agrees to provide some financial support for such maintenance. The amount of such financial support shall be agreed to prior to granting membership. Voluntary associate membership shall be renewed annually.
- b. Associate membership shall be mandatory for any person or entity who acquires access to the Starlite Subdivision roadways through any lot in the subdivision. The fees and/or assessments for such an associate member shall be an amount equal to the amount paid by the owner of the lot through which access is acquired. Assessment of such fees shall commence on the date that access is acquired. If such associate member fails to pay their fees, the lot owners who provided access shall pay them for as long as access is provided.

2/8

- c. Each associate member, voluntary and mandatory, shall have the right to attend all meetings of the Starlite Homeowner's Association and shall have one vote on any issue pertaining to road maintenance.

This Amendment of Declaration is incorporated into and shall be deemed to amend and supplement the Declaration.

IN WITNESS WHEREOF, the aforementioned parties have hereunto set their hand the day and year here written.

Craig L. Keeler
Craig L. Keeler
6-8-94
Date

Gabriele E. Keeler
Gabriele E. Keeler
6-8-94
Date

STATE OF OREGON
County of YAMHILL

Signed or attested to before me by CRAIG L. AND GABRIELE
E. KEELER on June 8, 1994.



Karin Johnson
Notary Public for the State of OREGON
My Commission Expires: 10-1-95

Keith V Orr
Keith V. Orr

10/11/94
Date

Patty A. Thomas
Patty A. Thomas

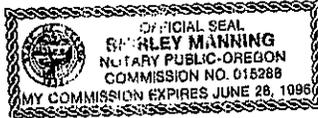
10/11/94
Date

STATE OF Oregon

County of Clackamas

Signed or attested to before me by Keith V. Orr

Patty A. Thomas



Shirley Manning
Notary Public for the State of Oregon
My Commission Expires: 6/29/96

Beverly A. Hallberg
Beverly A. Hallberg

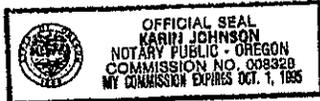
4/19/94
Date

STATE OF OREGON

County of YAMHILL

Signed or attested to before me by BEVERLY A. HALLBERG

ON APRIL 19, 1994



Karin Johnson
Notary Public for the State of Oregon
My Commission Expires: 10-1-95

4/8

Harold R. Hendrickson
Harold R. Hendrickson
8-18-94
Date

Alice J. Hendrickson
Alice J. Hendrickson
8-18-94
Date

STATE OF OREGON
County of Yamhill

Signed or attested to before me by Harold R. and Alice J. Hendrickson on 8-18-94.



Karin Johnson
Notary Public for the State of Oregon
My Commission Expires: 10-1-95

Roy C. Henry Jr
Roy C. Henry
9-8-94
Date

Linda Henry
Linda Henry
9-8-94
Date

STATE OF OREGON
County of YAMHILL

Signed or attested to before me by ROY C. HENRY, JR & LINDA HENRY ON 9-8-94.



Karin Johnson
Notary Public for the State of OREGON
My Commission Expires: 10-1-95

518

Daniel L. Roberts
Daniel L. Roberts

Taunja A. Roberts
Taunja A. Roberts
~~Taunja~~
TAUNJA

4-13-94
Date

4-13-94
Date

STATE OF OREGON

County of YAMHILL

Signed or attested to before me by DANIEL L. & TAUNJA A.

ROBERTS, ON APR. 13, 1994



Karin Johnson
Notary Public for the State of OREGON
My Commission Expires: 10-1-95

Berta Rivas McKaig
Berta Rivas McKaig

4-12-94
Date

STATE OF OREGON

County of YAMHILL

Signed or attested to before me by BERTA RIVAS MCKAIG

ON APRIL 12th, 1994



Karin Johnson
Notary Public for the State of OREGON
My Commission Expires: 10-1-95

6/8

John D. Ingraham
John D. Ingraham

Naoda J. Ingraham
Naoda J. Ingraham

4-13-94
Date

4-13-94
Date

STATE OF OREGON

County of YAMHILL

Signed or attested to before me by JOHN D. & NAODA J.
INGRAHAM ON APR. 13, 1994.



Karin Johnson
Notary Public for the State of OREGON
My Commission Expires: 10-1-95

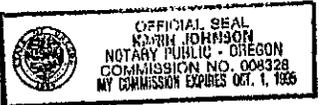
Roy H. Wahl
Roy H. Wahl
April 19 '94
Date

Geraldine C. Wahl
Geraldine C. Wahl
April 19, 1994
Date

STATE OF OREGON

County of YAMHILL

Signed or attested to before me by ROY H. WAHL & GERALDINE
C. WAHL on April 19, 1994.



Karin Johnson
Notary Public for the State of Oregon
My Commission Expires: 10-1-95

7/8

Fred Conkey
Fred J. Conkey

Carol Conkey
Carol A. Conkey

5-23-94
Date

5-23-94
Date

STATE OF OREGON
County of YAMHILL

Signed or attested to before me by FREDERK J. & CAROL A.

CONKEY ON MAY 23, 1994



Karin Johnson
Notary Public for the State of OREGON
My Commission Expires: 10-1-95

Kevin Nichols
Kevin Nichols

Sarah Nichols
Sarah Nichols

May 19, 1994
Date

May 19, 1994
Date

STATE OF OREGON
County of YAMHILL

Signed or attested to before me by KEVIN AND SARAH

NICHOLS, ON MAY 19, 1994



Karin Johnson
Notary Public for the State of Oregon
My Commission Expires: 10-1-95

8/8

HOA Resolution

[Attached]

WRITTEN CONSENT OF OWNERS
OF
THE STARLITE HOMEOWNER'S ASSOCIATION
(an unincorporated non-profit organization)

Effective Date: January 22, 2025

The undersigned, consisting of the majority of the members (each a "Owner" and collectively, the "Owners") of the Starlite Homeowner's Association, an unincorporated non-profit organization, pursuant to Declaration of Covenants, Conditions, and Restrictions, for Starlite Subdivision, dated January 26, 1981, recorded May 5, 1981, Yamhill County Document No. 1981-003355 (formerly reel 1420, page 160, file no. 03355) in the Mortgage Records for the County of Yamhill, State of Oregon (the "Original Declaration"), as amended by that certain Amendment Of Declaration Of Covenants, Conditions And Restrictions For Starlite Subdivision dated August 18, 1987, recorded on August 18, 1987 as Yamhill County Document No. 1987-006585 (formerly reel 215, page 1390, file no. 06585) ("First Amendment") and Amendment Of Declaration Of Covenants, Conditions And Restrictions For Starlite Subdivision dated March 9, 1994, as recorded on October 27, 1994 as Yamhill County Document No. 1994-17375 ("Second Amendment" together with the Original Declaration and First Amendment, the "Declaration"), as of the Effective Date set forth above:

WHEREAS, Article V(1) provides that the Declaration may be amended the Owners of a majority of the lots within Starlite Subdivision;

WHEREAS, 100% of the Owners have signed this Written Consent Of Owners Of The Starlite Homeowner's Association in lieu of a meeting as of the Effective Date to authorize the owner of Lots 1 and 2, MAK Land LLC, to seek itself or through its authorized agents (collectively, "MAK") Yamhill County's approval of the vacation of Barneys Road, a public right of way and amend the Declaration; and

WHEREAS, the Owners deem it advisable and in the best interest of the Owners to vacate Barneys Road and amend the Declaration.

NOW THEREFORE, in consideration of the foregoing recitals, it is hereby,

RESOLVED, the Owners hereby adopt, approve, confirm and authorize MAK to seek, apply, petition and do all other acts as necessary to vacate Barneys Road ("Vacation"). The Owners shall reasonably cooperate with MAK and execute such documents reasonably necessary to effectuate the Vacation.

RESOLVED, the Owners approve and shall execute and acknowledge an amendment to the Declaration ("Vacation Amendment"), in a form substantially similar to the attached Exhibit A within five (5) days of the Effective Date; provided however, the Vacation Amendment shall not be recorded unless and until the Vacation is approved by Yamhill County. In the event that the Vacation

is not approved by Yamhill County, the Vacation Amendment shall be null and void. Each Owner shall deliver to MAK a signed and acknowledged copy of the Vacation Amendment.

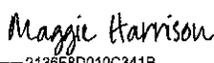
RESOLVED, upon Yamhill County's approval of the Vacation, title to Barneys Road shall vest solely in the name of the Owner of Lot 1.

RESOLVED, upon Yamhill County's approval of the Vacation, the Owner of Lot 1 of the Starlite Subdivision (the "Grantor Owner") shall grant the Owner of Lot 4 of the Starlite Subdivision (the "Grantee Owners") an easement for secondary access across the vacated Barneys Road ("Access Easement") upon Yamhill County's approval of the Vacation. The form of the Access Easement shall be mutually agreed upon by the Grantor Owner and Grantee Owners and shall not be subject to approval by any other Owner. The Grantor Owner shall maintain the vacated portion of the Barneys Road in accordance with the terms of the Access Easement, and for clarity, no other Owner shall be required to contribute to the maintenance of the Access Easement.

This Written Consent Of Owners Of The Starlite Homeowner's Association may be signed in counterparts, shall be deemed an original and together shall constitute one instrument. Any signature page delivered by facsimile or electronic mail transmission of images shall be binding to the same extent as an original signature page.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent Of Owners Of The Starlite Homeowner's Association, as of the Effective Date indicated above.

OWNER:

Signed by:

2136F8D010C341B

MAK Land LLC

Name: Maggie Harrison

Its: Member, President

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of Written Consent Of Owners Of The Starlite Homeowner's Association, as of the Effective Date indicated above.

OWNER:

Signed by:
Richard McJunkin
By: _____
1F2E29C0139D487...
Name: Richard McJunkin

Signed by:
Eve Silverman
By: _____
22ED45A2D6404EA...
Name: Eve Silverman

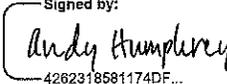
IN WITNESS WHEREOF, the undersigned have executed this Written Consent of Written Consent Of Owners Of The Starlite Homeowner's Association, as of the Effective Date indicated above.

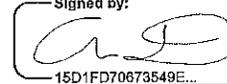
OWNER:

By: DocuSigned by:
Alice Hendrickson
2BA9B8BB466B458
Name: Alice Hendrickson

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of Written Consent Of Owners Of The Starlite Homeowner's Association, as of the Effective Date indicated above.

OWNER:

Signed by:

By: _____
Name: Andy Humphrey

Signed by:

By: _____
Name: Angela Humphrey

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of Written Consent Of Owners Of The Starlite Homeowner's Association, as of the Effective Date indicated above.

OWNER:

By: DocuSigned by:
Dan Roberts
2E74FB1648BA431...
Name: Dan Roberts

By: DocuSigned by:
Taunja Roberts
2E74FB1648BA431...
Name: Taunja Roberts

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of Written Consent Of Owners Of The Starlite Homeowner's Association, as of the Effective Date indicated above.

OWNER:

DocuSigned by:
Doretta Golonka
By: _____
15C7DE49FBD34FF
Name: Doretta Golonka

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of Written Consent Of Owners Of The Starlite Homeowner's Association, as of the Effective Date indicated above.

OWNER:

Signed by:
Rob Kistler
By: _____
63F442A3388C4EB...
Name: Rob Kistler

DocuSigned by:
Barbara Bond
By: _____
077B8C31DD4F4EF...
Name: Barbara Bond

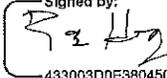
IN WITNESS WHEREOF, the undersigned have executed this Written Consent of Written Consent Of Owners Of The Starlite Homeowner's Association, as of the Effective Date indicated above.

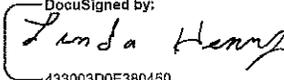
OWNER:

Signed by:
Stephen R. Lloyd-Moffett
By: _____
4D70BE0981824A2
Name: Stephen Lloyd-Moffett

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of Written Consent Of Owners Of The Starlite Homeowner's Association, as of the Effective Date indicated above.

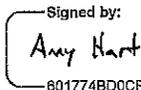
OWNER:

Signed by:
By:  _____
433003D0E380450...
Name: Roy Henry

DocuSigned by:
By:  _____
433003D0E380450...
Name: Linda Henry

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of Written Consent Of Owners Of The Starlite Homeowner's Association, as of the Effective Date indicated above.

OWNER:

By:  Signed by:
601774BD0CF3485...
Name: Amy Hart

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of Written Consent Of Owners Of The Starlite Homeowner's Association, as of the Effective Date indicated above.

OWNER:

Signed by:
By: Steve Cooper
BE73EDB35AD7473
Name: Steve Cooper

OWNER:

DocuSigned by:
By: Charmaine Cooper
957E5837DE34434
Name: Charmaine Cooper

Exhibit A
Form of Vacation Amendment

[Attached]

SIGNATURE PAGE TO WRITTEN CONSENT OF OWNERS OF THE STARLITE HOMEOWNER'S
ASSOCIATION

4929-7299-9428v.2 0121635-000009

After Recording Return To:

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR STARLITE SUBDIVISION

THIS AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STARLITE SUBDIVISION (this "Amendment"), made this _____ day of _____, 2024 by and between _____ (each an "Owner" and collectively, the "Owners"), representing _____% of the Owners of the Starlite Subdivision, located in the County of Yamhill, in the State of Oregon, and more particularly described in the attached Exhibit "A" (the "Starlite Subdivision").

RECITALS

WHEREAS, the Starlite Subdivision plat dedicated the roadways identified therein as public roadways;

WHEREAS, the Starlite Subdivision is encumbered and governed by those certain Declaration of Covenants, Conditions, and Restrictions, for Starlite Subdivision, dated January 26, 1981, recorded May 5, 1981, Yamhill County Document No. 1981-003355 (formerly reel 1420, page 160, file no. 03355) in the Mortgage Records for the County of Yamhill, State of Oregon (the "Original Declaration"), as amended by that certain Amendment Of Declaration Of Covenants, Conditions And Restrictions For Starlite Subdivision dated August 18, 1987, recorded on August 18, 1987 as Yamhill County Document No. 1987-006585 (formerly reel 215, page 1390, file no. 06585) ("First Amendment") and Amendment Of Declaration Of Covenants, Conditions And Restrictions For Starlite Subdivision dated March 9, 1994, as recorded on October 27, 1994 as Yamhill County Document No. 1994-17375 ("Second Amendment" together with the Original Declaration and First Amendment, the "Declaration");

WHEREAS, a primary purpose of the Declaration is to provide for the maintenance of the public roadways within the system;

WHEREAS, the responsibility for the maintenance of the roadways within the system constitutes a significant financial burden to the Owners in the Starlite Subdivision;

WHEREAS, Article V(1) provides that the Declaration may be amended the Owners of a majority of the lots within Starlite Subdivision;

WHEREAS, the Owners authorized Owner MAK Land LLC, or its authorized agents (collectively, "MAK") to seek Yamhill County's approval of the vacation of Barneys Road, a public right of way, ("Vacation of Barneys Road") and the Owners approved this Amendment of the Declaration and the recording of this Amendment upon Yamhill County's approval of the Vacation of Barneys Road;

Yamhill County approved of the Vacation of Barneys Road on _____, under Yamhill County Docket No. _____; and

WHEREAS, the Owners desire the amend the Declaration as set forth herein.

AGREEMENT

NOW, THEREFORE, the Owners hereby amend Declaration as follows:

1. Addition. The Owners hereby amend Article II(2) to add subparagraph (10) as follows:
 - a. Barneys Road is vacated pursuant to Yamhill County's approval dated _____, under Docket No. _____. Title to the vacated Barneys Road is vested in the name of the owner of Lot 1. The owner of Lot 1 (the "Grantor Owner") shall grant the owner of Lot 4 of the Starlite Subdivision (the "Grantee Owners") an easement for secondary access across the vacated Barneys Road or additional property of Grantor Owner as may be needed to provide reasonable secondary access to the Grantee Owners' respective lots ("Access Easement"). The form of the Access Easement shall be mutually agreed upon by the Grantor Owner and Grantee Owners and shall not be subject to approval by any other owner or member within the Starlite Subdivision or any association, if any, person or entity. Notwithstanding anything else to the contrary in this Declaration, parking may be permitted within the Access Easement, subject to the terms and conditions of the Access Easement. The Access Easement will be maintained by Grantor Owner. For clarity, no other owner within the subdivision or voluntary associate member shall be required to contribute to the maintenance of the Access Easement. The owners of the within the subdivision, and any voluntary associate member, if required by the Declaration, shall execute any other such instruments as may be required to effectuate the transaction(s) contemplated by this Article II(2)(10).
11. Ratification. Except as amended herein, the Declaration is ratified and confirmed.
12. Successors and Assigns. This Amendment shall be binding upon the successors and assigns of the parties and shall attach to and run with the real property within the Starlite Subdivision.

[Signatures on following pages]

HOA Resolution Signed by Conkey

[Attached]

**WRITTEN CONSENT OF OWNERS
OF
THE STARLITE HOMEOWNER'S ASSOCIATION
(an unincorporated non-profit organization)**

Effective Date: ____, 2024

The undersigned, consisting of the majority of the members (each a "Owner" and collectively, the "Owners") of the Starlite Homeowner's Association, an unincorporated non-profit organization, pursuant to Declaration of Covenants, Conditions, and Restrictions, for Starlite Subdivision, dated January 26, 1981, recorded May 5, 1981, Yamhill County Document No. 1981-003355 (formerly reel 1420, page 160, file no. 03355) in the Mortgage Records for the County of Yamhill, State of Oregon (the "Original Declaration"), as amended by that certain Amendment Of Declaration Of Covenants, Conditions And Restrictions For Starlite Subdivision dated August 18, 1987, recorded on August 18, 1987 as Yamhill County Document No. 1987-006585 (formerly reel 215, page 1390, file no. 06585) ("First Amendment") and Amendment Of Declaration Of Covenants, Conditions And Restrictions For Starlite Subdivision dated March 9, 1994, as recorded on October 27, 1994 as Yamhill County Document No. 1994-17375 ("Second Amendment" together with the Original Declaration and First Amendment, the "Declaration"), as of the Effective Date set forth above:

WHEREAS, Article V(1) provides that the Declaration may be amended the Owners of a majority of the lots within Starlite Subdivision;

WHEREAS, on _____, 2024, the Owners held a special meeting pursuant to Article III(7) of the Declaration, where quorum was reached, to authorize the owner of Lots 1 and 2, MAK Land LLC, to seek itself or through its authorized agents (collectively, "MAK") Yamhill County's approval of the vacation of Barneys Road, a public right of way and amend the Declaration; and

WHEREAS, the Owners deem it advisable and in the best interest of the Owners to vacate Barneys Road and amend the Declaration.

NOW THEREFORE, in consideration of the foregoing recitals, it is hereby,

RESOLVED, the Owners hereby adopt, approve, confirm and authorize MAK to seek, apply, petition and do all other acts as necessary to vacate Barneys Road ("Vacation"). The Owners shall reasonably cooperate with MAK and execute such documents reasonably necessary to effectuate the Vacation.

RESOLVED, the Owners approve and shall execute and acknowledge an amendment to the Declaration ("Vacation Amendment"), in a form substantially similar to the attached Exhibit A within five (5) days of the Effective Date; provided however, the Vacation Amendment shall not be recorded unless and until the Vacation is approved by Yamhill County. In the event that the Vacation

is not approved by Yamhill County, the Vacation Amendment shall be null and void. Each Owner shall deliver to MAK a signed and acknowledged copy of the Vacation Amendment.

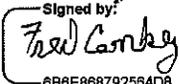
RESOLVED, upon Yamhill County's approval of the Vacation, title to Barneys Road shall vest solely in the name of the Owner of Lot 1.

RESOLVED, upon Yamhill County's approval of the Vacation, the Owner of Lot 1 of the Starlite Subdivision (the "Grantor Owner") shall grant the Owner of Lot 4 of the Starlite Subdivision (the "Grantee Owners") an easement for secondary access across the vacated Barneys Road ("Access Easement") upon Yamhill County's approval of the Vacation. The form of the Access Easement shall be mutually agreed upon by the Grantor Owner and Grantee Owners and shall not be subject to approval by any other Owner. The Grantor Owner shall maintain the vacated portion of the Barneys Road in accordance with the terms of the Access Easement, and for clarity, no other Owner shall be required to contribute to the maintenance of the Access Easement.

This Written Consent of Written Consent Of Owners Of The Starlite Homeowner's Association may be signed in counterparts, shall be deemed an original and together shall constitute one instrument. Any signature page delivered by facsimile or electronic mail transmission of images shall be binding to the same extent as an original signature page.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of Written Consent Of Owners Of The Starlite Homeowner's Association, as of the Effective Date indicated above.

OWNER:

Signed by:

By: _____
6B6E668792564D6
Name: Fred Conkey

OWNER:

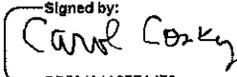
Signed by:

By: _____
DB69404A27FA476...
Name: Carol Conkey

Exhibit A
Form of Vacation Amendment

[Attached]

Redline of HOA Resolution
Conkey Signed vs HOA Approved

[Attached]

WRITTEN CONSENT OF OWNERS
OF
THE STARLITE HOMEOWNER'S ASSOCIATION
(an unincorporated non-profit organization)

Effective Date: _____, 2024

The undersigned, consisting of the majority of the members (each a "Owner" and collectively, the "Owners") of the Starlite Homeowner's Association, an unincorporated non-profit organization, pursuant to Declaration of Covenants, Conditions, and Restrictions, for Starlite Subdivision, dated January 26, 1981, recorded May 5, 1981, Yamhill County Document No. 1981-003355 (formerly reel 1420, page 160, file no. 03355) in the Mortgage Records for the County of Yamhill, State of Oregon (the "Original Declaration"), as amended by that certain Amendment Of Declaration Of Covenants, Conditions And Restrictions For Starlite Subdivision dated August 18, 1987, recorded on August 18, 1987 as Yamhill County Document No. 1987-006585 (formerly reel 215, page 1390, file no. 06585) ("First Amendment") and Amendment Of Declaration Of Covenants, Conditions And Restrictions For Starlite Subdivision dated March 9, 1994, as recorded on October 27, 1994 as Yamhill County Document No. 1994-17375 ("Second Amendment" together with the Original Declaration and First Amendment, the "Declaration"), as of the Effective Date set forth above:

WHEREAS, Article V(1) provides that the Declaration may be amended the Owners of a majority of the lots within Starlite Subdivision;

WHEREAS, on _____, 2024, 100% of the Owners held have signed this Written Consent Of Owners Of The Starlite Homeowner's Association in lieu of a special-meeting pursuant to Article III(7) as of the Declaration, where quorum was reached, Effective Date to authorize the owner of Lots 1 and 2, MAK Land LLC, to seek itself or through its authorized agents (collectively, "MAK") Yamhill County's approval of the vacation of Barneys Road, a public right of way and amend the Declaration; and

WHEREAS, the Owners deem it advisable and in the best interest of the Owners to vacate Barneys Road and amend the Declaration.

NOW THEREFORE, in consideration of the foregoing recitals, it is hereby,

RESOLVED, the Owners hereby adopt, approve, confirm and authorize MAK to seek, apply, petition and do all other acts as necessary to vacate Barneys Road ("Vacation"). The Owners shall reasonably cooperate with MAK and execute such documents reasonably necessary to effectuate the Vacation.

RESOLVED, the Owners approve and shall execute and acknowledge an amendment to the Declaration ("Vacation Amendment"), in a form substantially similar to the attached Exhibit A within five (5) days of the Effective Date; provided however, the Vacation Amendment shall not

be recorded unless and until the Vacation is approved by Yamhill County. In the event that the Vacation is not approved by Yamhill County, the Vacation Amendment shall be null and void. Each Owner shall deliver to MAK a signed and acknowledged copy of the Vacation Amendment.

RESOLVED, upon Yamhill County's approval of the Vacation, title to Barneys Road shall vest solely in the name of the Owner of Lot 1.

RESOLVED, upon Yamhill County's approval of the Vacation, the Owner of Lot 1 of the Starlite Subdivision (the "Grantor Owner") shall grant the Owner of Lot 4 of the Starlite Subdivision (the "Grantee Owners") an easement for secondary access across the vacated Barneys Road ("Access Easement") upon Yamhill County's approval of the Vacation. The form of the Access Easement shall be mutually agreed upon by the Grantor Owner and Grantee Owners and shall not be subject to approval by any other Owner. The Grantor Owner shall maintain the vacated portion of the Barneys Road in accordance with the terms of the Access Easement, and for clarity, no other Owner shall be required to contribute to the maintenance of the Access Easement.

~~This Written Consent~~ of Written Consent Of Owners Of The Starlite Homeowner's Association may be signed in counterparts, shall be deemed an original and together shall constitute one instrument. Any signature page delivered by facsimile or electronic mail transmission of images shall be binding to the same extent as an original signature page.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of Written Consent Of Owners Of The Starlite Homeowner's Association, as of the Effective Date indicated above.

OWNER:

By: _____

Name: _____

Exhibit A
Form of Vacation Amendment

[Attached]

Document comparison by Workshare Compare on Monday, December 16, 2024
1:47:36 PM

Input:	
Document 1 ID	netdocuments://4869-8024-1142/3
Description	Antica - Written Consent of Starlite HOA - Vacation
Document 2 ID	netdocuments://4869-8024-1142/4
Description	Antica - Written Consent of Starlite HOA - Vacation
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	10
Deletions	11
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	21

Form of Easement for Lot 4 Starlite Subdivision Owner

[Attached]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Davis Wright Tremaine LLP
560 SW 10th Avenue, Suite 700
Portland, OR 97205
Attn: Elaine Albrich

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the “**Agreement**”) is entered into and effective as November __, 2024, by MAK Land LLC, an Oregon limited liability company (“**Grantor**”) and Stephen Lloyd-Moffett and Amy Hart, as tenants by entirety (“**Neighbor**”).

RECITALS

A. Grantor is the owner of certain real property located in Yamhill County, OR, as more particularly described on Exhibit A-1 attached hereto, and incorporated herein (“**Grantor Property**”).

B. Neighbor is the owner of certain real property located in Yamhill County, OR, as more particularly described on Exhibit A-2 attached hereto, and incorporated herein (“**Neighbor Property**”).

C. Grantor Property and Neighbor Property both abut Barneys Road, a dedicated public road right of way in the Starlite Subdivision as shown in Exhibit B, and Grantor seeks to vacate the public road right of way for the benefit of Grantor Property (“**Vacated Barneys Road**”).

D. Grantor desires to grant to Neighbor an easement for secondary ingress and egress across Vacated Barneys Road for access to Neighbor Property.

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and hereby incorporated by reference.
2. **Establishment of Easement for Ingress and Egress.** Grantor hereby grants to Neighbor a perpetual, nonexclusive easement (the “**Easement**”) for ingress and egress across Vacated Barneys Road as legally described Exhibit C and depicted on Exhibit D (“**Easement Area**”), for use by Neighbor and its Permitted Users for secondary vehicular access to Neighbor Property. The term “**Permitted Users**” as used in this Agreement shall mean the referenced party’s successors, assigns, agents, employees, contractors, tenants, licensees, and invitees. The Easement shall not unreasonably increase the burden on the Grantor Property.
3. **Maintenance and Repair.** Except as provided for in Section 4, Grantor shall be solely responsible for maintenance and repair of the Easement Area.

4. **Damage.** Notwithstanding anything in this Agreement to the contrary, each party shall be responsible for and shall pay the costs of repair and correction of any specific damage to the Easement Area it or its Permitted User caused. In the event Neighbor or its Permitted User caused the damage and does not cure or begin to cure such damage within ten (10) days after receipt of notice from Grantor, then Grantor shall have the right, but not the obligation, to cure such failure, for the account of and at the expense of Neighbor and Neighbor shall reimburse Grantor within ten (10) days of Grantor's demand.

5. **Benefits and Burdens.** The benefits and burdens of the Easement are appurtenant to the Neighbor Property and burden the Grantor Property and are intended to attach to and run with the land described herein and each parties' respective successors and assigns. No part of this Agreement shall be construed as creating any rights in the general public, nor shall any part be deemed to be a gift or dedication for public use of any portion of the properties described in this Agreement.

6. **Reservation.** Grantor retains the right to use for Grantor's own purposes the Easement Area and Barneys Road so long as such use does not unreasonably interfere with Neighbor's use of the Easement Area and other rights herein granted. Notwithstanding the forgoing, Grantor may temporary close the Easement Area, construct, install, remove, or replace parking or gate the entrance to the Easement Area, provided Grantor has delivered to Neighbor an access code, key or other means to access the Easement Area through such gate.

7. **Indemnity.**

a. Neighbor and its successors and assigns shall indemnify and defend the Grantor and its successors and assigns from and against all claims, losses and other expenses (including without limitation reasonable attorneys' fees and court costs) (collectively, "**Damages**") resulting from the exercise by the Neighbor or its Permitted Users of rights under this Agreement or otherwise arising in relation hereto, including without limitation, Damages suffered or asserted by third parties, except to the extent caused by the negligence or willful misconduct of the Grantor or its Permitted Users.

b. Grantor and its successors and assigns shall indemnify and defend the Neighbor and its successors and assigns from and against all Damages arising out of the negligence or willful misconduct of Grantor or its Permitted Users or otherwise arising in relation hereto, including without limitation, Damages suffered or asserted by third parties, except to the extent caused by the negligence or willful misconduct of the Neighbor or its Permitted Users.

8. **No Merger.** Regardless of any current or future common ownership of any properties described herein, it is the intention of the parties that there be no merger into the respective fee simple estates of the rights and benefits and the obligations and burdens of this Agreement, but rather that such rights and benefits and such obligations and burdens shall be separately preserved for the benefit of all future owners of the fee simple estates in said parcels.

9. **Further Documents.** Each party shall, as often as reasonably requested, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further documents and instruments as may be necessary to carry out the intent and purpose of this Agreement.

10. **Miscellaneous.** The headings contained herein shall not be used to interpret the provisions hereof. This Agreement shall be interpreted under and governed by the laws of the State of Oregon. Any person's failure to enforce any provision hereof shall not constitute a waiver thereof in any future instance. If any provision hereof is held to be unenforceable, the remaining provisions shall continue in full force and effect. Both parties represent and warrant that they have the authority to execute

this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party of whose behalf the representative is signing. This Agreement may be executed and acknowledged in one or more counterparts, and the individual signature pages and associated acknowledgements may be attached to a single copy of this Agreement to create a single original document. In the event a court of competent jurisdiction determines any provision of this Agreement is void or unenforceable, such provision shall be deemed reformed so as to be valid or enforceable to the maximum extent possible, and the remaining provisions of this Agreement shall remain in full force and effect. Each of the exhibits attached hereto is expressly made a part hereof by reference as though fully set forth in this Agreement. In the event that any party to this Agreement files an action against the other to interpret or enforce the terms of this Agreement, the prevailing party or parties in such action shall be entitled to recover its attorneys' fees and costs (whether or not taxable) as awarded by a court of competent jurisdiction, whether or not such action is prosecuted to final judgment. This Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated herein and supersedes all prior negotiations and agreements (written, oral or otherwise) related thereto. This Agreement shall not be amended or modified in any way except by a written instrument which is executed by each party to this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GRANTOR:

MAK Land, LLC,
an Oregon limited liability company

Signed by:
By: Maggie Harrison
BE65769F5C98414...

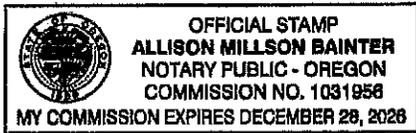
Name: Maggie Harrison

Its: Member, President

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF Multnomah)

On this 24th day of January, 2025, personally appeared before me Maggie Harrison who stated that (s)he is the president of MAK Land, LLC, an Oregon limited liability company, and that the instrument was signed in behalf of the said entity and acknowledged said instrument to be its voluntary act and deed.



Notary Public for OR
My Commission Expires: 12/28/2026

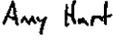
[Neighbor's signature appears on the following page]

This document was signed and notarized online using two-way audio and video recording technology.

NEIGHBOR:

Stephen Lloyd-Moffett and Amy Hart,
as tenants by entirety

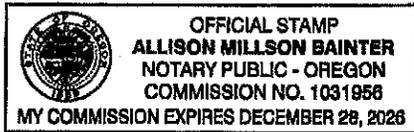
Signed by:
By: 
40798E9861824A2
Name: Stephen Lloyd-Moffett

Signed by:
By: 
0017748D0CF3465...
Name: Amy Hart

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF Multnomah)

This instrument was acknowledged before me on this 2nd day of December, 2024
by Stephen Lloyd-Moffett.

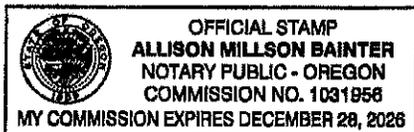


Notary Public for OR
My Commission Expires: 12/28/2026

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF Multnomah)

This instrument was acknowledged before me on this 2nd day of December, 2024
by Amy Hart.



Notary Public for OR
My Commission Expires 12/28/2026

This document was signed and
notarized online using two-way
audio and video recording
technology.

EXHIBIT A-1
Legal Description For Grantor's Property

EXHIBIT A-2
Legal Description For Neighbor Property

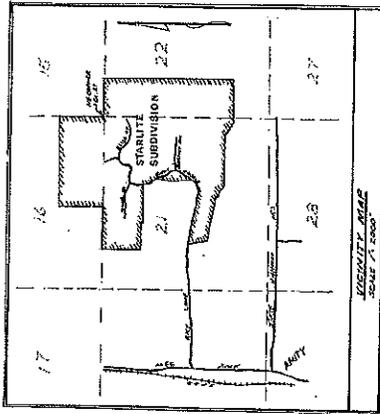
Lot 4, Starlite Subdivision, in the County of Yamhill, State of Oregon

EXHIBIT B
Starlite Subdivision and Depiction of Barneys Road

PLAT OF

STARLITE
SUBDIVISION

IN THE SE 1/4 SECTION 16, THE NE 1/4 SE 1/4 SECTION 17, AND THE SE 1/4 SECTION 18, T12S, R14W, SECTION 23, HANVELL COUNTY, OKLAHOMA
PART OF THE BEAN, S. BURCH, AND THE JOHN HATT D.C.C.'S



INDEX

- 1) TITLE, FRONT AND REAR APPROVALS
- 2) LOT DIMENSIONS, STARTING CERTIFICATE
- 3) COUNTY TAX MAP DATA
- 4) SUBDIVISION DIMENSIONS

APPROVALS

APPROVED THIS 17th DAY OF JULY 1984
BY Charles H. Jones COUNTY CLERK

APPROVED THIS 17th DAY OF JULY 1984
BY John E. Pugh COUNTY ROADMASTER

APPROVED THIS 17th DAY OF JULY 1984
BY John E. Pugh COUNTY HEALTH OFFICER

APPROVED THIS 17th DAY OF JULY 1984
BY John E. Pugh COUNTY ASSESSOR

APPROVED THIS 17th DAY OF JULY 1984
BY John E. Pugh BOARD OF COUNTY COMMISSIONERS

APPROVED THIS 17th DAY OF JULY 1984
BY John E. Pugh TAX COLLECTOR

SHEET 10 OF 4

DEVELOPER : BERNARD J. PROCOPE
MORFESSVILLE, OK

SURVEYOR: R. H. MURSELL
BOX 427
MEMPHIS, OK

FILED THIS 18th DAY OF JULY 1984



STARLITE SUBDIVISION EXHIBIT B MAP

4863-5795-2501 v.3 0121635-000009

EXHIBIT C
Legal Description of the Easement

EXHIBIT D
Depiction of the Easement

Exhibit C

County Road Official Report

On

Roadway Vacation Petition

Docket Number RV-3-2024

Regarding the proposed vacation of Barney's Road as shown on the Plat of Starlite Subdivision, as requested by the "Petition for Vacation of Public Road Where no Public Hearing is Required" submitted by MAK Land, LLC.

Although most, if not all, of the road has been paved, its overall integrity has been compromised by lack of maintenance.

A gate with a "false" lock precludes access to Barney's Road, and anecdotal evidence from a passing neighbor suggests it has been that way for "40 years."

There are three (3) adjoining land owners:

1. Judy Tanzi (Tax Lot No. R 5421 00103, Instrument No. 1994 12071)
That portion of the half Right-of-Way abutting this property is 0.124 Acres. The legal description for this property creates a gap with the West line of Lot 4 of Starlite Subdivision. Also, ownership of the adjoining half Right-of-Way may be held in fee. No chain of title was performed to determine junior-senior rights between the above mentioned deed and the dedication of said road.

Based on field inspection, this parcel has no vehicular access to Barney's Road. The record address is 5500 SE Rice Lane (shown as Roscoe Lane on the attached map) and vehicular access to the parcel is obtained thereby.

2. Amy Hart and Stephen Lloyd-Moffett (Tax Lot No. R 5421 00110, Instrument No. 2017)
That portion of the half Right-of-Way abutting this property is 0.347 Acres.

Based on field inspection, this parcel has no vehicular access to Barney's Road. The record address is 5680 SE Karla's Lane and vehicular access to the parcel is obtained thereby.

3. MAK Land LLC (Tax Lot Nos. R 5421 00111 and R 5421 00112, Instrument No. 2023 5998)

That portion of the half Right-of-Way abutting this property is 0.456 Acres.

The area of Barney's Road is 0.927 acres* overall.

*There were some inconsistencies with the record Plat of Starlite Subdivision, and any assumptions made in the determination of the provided acreages are in accord with good surveying practices.

Road Official's & County Surveyor's Recommendation

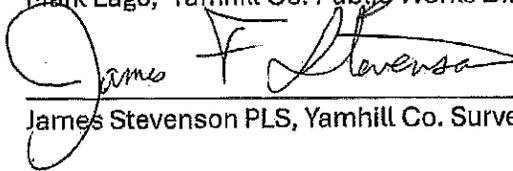
The proposed vacation appears to be in the public interest and all of the adjoining owners have consented, therefore I recommend its vacation to the Board of Commissioners.



Mark Lago, Yamhill Co. Public Works Director

02/24/25

Date



James Stevenson PLS, Yamhill Co. Surveyor

02/24/25

Date

