RESERVATIONS AND RESTRICTIVE COVENANTS
THE MAHON FARM

WILDCAT DEVELOPMENT CO., LLC. an Oregon limited liability company, hereinafter referred to as the Developer, hereby makes the following Declaration of Reservations and Restrictive Covenants for Lots 1 through 26, The Mahon Farm, McMinnville, Yamhill County, Oregon.

To all future owners of Lots 1 through 26 in the following subdivision:

Declaration of Reservations and Restrictive Covenants for Lots 1 through 26 of The Mahon Farm, a subdivision in McMinnville, Yamhill County, Oregon, the plat of which is recorded in Instrument #199924121, of the records of Yamhill County, Oregon.

Declarant is the owner of the subdivision, and is developing the lots therein for single family residential development and use. Declarant desires to subject the subdivision to the covenants, conditions, restrictions and easements set forth herein, for the benefit of such property and its present and subsequent owners.

NOW, THEREFORE, Declarant hereby declares that the subdivision and each of the lots platted therein shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEVELOPMENT AND USE RESTRICTIONS

1.1 USE OF LOTS, COMMERCIAL ACTIVITY. All lots in the subdivision shall be used for a single family residence only. No manufactured, mobile or modular type homes will be allowed in the subdivision. No business or commercial activities of any kind shall be carried on in any living unit or on any other portion of the property except activities relating to the sale or rental of lots or living units. This provision, however, shall not be construed so as to prohibit an owner from maintaining their professional personal library, keeping records and other things incidental to a business or profession conducted elsewhere.
1.2 COMPLETION RULE. MINIMUM REQUIREMENTS. Design consideration shall be
given to maintain a compatibility to the natural settings without dominating the
surrounding Living Units and area. No such Living Unit shall exceed the lesser of
two and one-half stories or 35 feet in height. Minimum size for a Living Unit,
excluding garage, shall be as follow: a) single family detached Living Units (one
story): 1800 square feet; and b) single family detached Living Units (two story):
2100 square feet. Any residence or other structure constructed on a lot shall be
completed within one year after commencement.

1.3 EXTERIOR SIDING AND COLOR. Except as otherwise provided in this section, all
exterior siding shall be of cedar, redwood or other approved wood in a tongue and
groove, lap siding or an approved hardboard lap siding. Other siding materials will
be judged on their merit by the Architectural Control Board after review of samples.
All exterior colors must be approved. Owners may repaint with an approved color
without further approval from the Architectural Control Board.

1.4 ROOF MATERIAL. All roofs shall be of cedar shingle, cedar shake, tile, 40 year
minimum architectural composition or other materials approved by the Architectural
Control Board. Such other materials will be judged on their merit by the Architectural
Control Board after review of samples. A minimum five in twelve pitch shall be
required.

1.5 GARAGES. Except as provided in this section, each single family residence shall
include an attached garage as an integral part of the residence, designed to enclose
a minimum of two and maximum of three motor vehicles. Unattached garages shall
be subject to the prior approval of the Architectural Control Board. All other living
units shall have garages for adequate parking by owners and occupants thereof.

1.6 DECKS AND PATIOS. All covers for decks and patios must be of complimentary
design and be constructed of the same material as the Living Unit.

1.7 STORAGE OR ACCESSORY BUILDINGS. Storage or accessory buildings (such
as dog houses, tool sheds, firewood, garbage, barbecue type buildings or
enclosures), nonportable pools, and nonportable or affixed outdoor furniture such as
swings, backstops, picnic tables, barbecues, arbors, jungle gyms, hot tubs, etc.,
shall be reasonably screened from public and neighboring view. All detached
buildings must be fully enclosed and may not exceed 16 feet in height. No pole
buildings are allowed. All detached buildings shall have exterior color, siding and
roof materials, which exterior color, siding and roof materials shall be of the same
materials utilized in construction of the residence located on the premises. The type
and location of all such structures, pools and furniture is subject to approval by the
Architectural Control Board. Basketball hoops will be permitted, provided that they
do not interfere with the neighbor's property and the design and location are
approved by the Architectural Control Board.
1.8 **DRIVEWAYS, FENCES, WALKS AND LANDSCAPING.** Driveways shall be of concrete slab construction only. Unless the Board approves an alternative finish, the drive surface shall be finished with a broom finish or exposed aggregate. All specific artistic effects are subject to approval. Not more than seventy percent (70%) of any lot shall be covered with an impervious material; impervious materials include all structures, decks, patios, pools, driveways, and the like. Sidewalks and paved or concrete driveways are required to be installed and maintained (on all lots) by lot owners at the lot owner's expense no later than completion of construction of the dwelling. They shall be constructed to meet all municipal or other ordinances or laws. Lot owners shall match the sidewalk color, texture and scoring pattern to the sidewalks already constructed in the subdivision. All fences shall be constructed principally wood or masonry to maintain the aesthetic quality of the community. Fences shall be of a design approved by the Architectural Control Board. Fences shall not be higher than six (6) feet above ground level and shall not extend forward of the front level of the Living Unit. Each residence shall include landscaping which shall be completed within 6 months of occupancy. Each Lot owner shall be responsible for maintaining and irrigating the planting strip along the street(s) on all sides of his/her Lot except along Baker Creek Road. Maintenance and irrigation of planter strips shall be in accordance with the standards required by the Developer/Homeowner Association.

1.9 **OUTSIDE RECEPTORS.** Permanent flag poles, exterior radio and television antennae or other receptors shall not be permitted. Satellite dishes 24 inches or smaller shall be permitted.

1.10 **HEAT PUMPS AND AIR CONDITIONERS.** Placement of heat pump and condenser units shall receive special consideration to provide visual screening and noise attenuation to the neighboring Living Units and areas. Use of solar heating systems is acceptable providing that, in the opinion of the Architectural Control Board, the panels or collectors are integrated into the structure with regard to the overall appearance and design.

1.11 **MAILBOXES AND NEWSPAPER RECEPTACLES.** Mailboxes and newspaper receptacles shall be of the standard design initially approved by the Architectural Control Board. All replacements shall be of the same design.

1.12 **TRUCKS AND RECREATIONAL VEHICLES.** No trucks (except pickups without campers), campers, motor homes, trailers, boats, motorcycles or similar recreational vehicles shall be parked on a Lot or street other than temporarily (in no case in excess of 24 hours) and then solely for the purposes of loading or unloading or a service call provided, however, that such vehicles or boats are permanently stored on the premises, they shall be stored either inside a garage or detached structure or shall be physically obscured from horizontal view from the street or contiguous parcels by means of a fence or hedge-type landscaping. No vehicles of any kind shall be parked on any portion of the Lot or street while such vehicles are in a state of disrepair or while being repaired.
1.13 **SIGNS.** No signs shall be erected or displayed on any lot, living unit or street right of way without the prior written permission of the Architectural Control Board; provided such permission shall not be required for one sign no larger than six inches by 24 inches displaying the name and/or address of the occupant, or one temporary sign no larger than 18 inches by 24 inches advertising the lot or living unit for sale or rent, which shall be removed upon sale or rental of the lot or living unit.

1.14 **NUISANCES.** No weeds, underbrush, high grass or other unsightly growth shall be permitted to grow or remain upon the premises and no refuse pile or unsightly objects shall be placed or suffered to remain anywhere thereon. In event any owner fails to comply herewith, the Architectural Control Board may enter upon such lands and remove any such weeds, underbrush and objects at the expense of the owner and such entry shall not be deemed as trespass. In event of such removal, a lien will be created in favor of the Architectural Control Board against such lot for the full amount chargeable, which amount, together with interest thereon at the rate of 12 percent per annum from the date the cost is incurred, shall be due and payable within 30 days after the owner is billed.

1.15 **ANIMALS.** No animals of any kind shall be kept on any lot except household pets, provided that they are not bred or kept for any commercial purposes. No household pets shall be allowed to interfere with the quiet enjoyment of other residents of the tract, nor shall any household pet be permitted to run at large.

1.16 **OBNOXIOUS AND OFFENSIVE ACTIVITIES.** No obnoxious or offensive noises shall be made or activities carried on upon any lot, which may become an annoyance or nuisance to neighbors or to the neighborhood, or which interferes with the use of any adjacent lot by its property owners.

1.17 **LOT MAINTENANCE.** In the event that any lot owner does not commence construction of a residence on said lot upon completion of all site improvement, the lot owner shall maintain the lot in such a manner as to keep the lot free from weeds, briars and other types of vegetation which would infiltrate lawns and landscaping of other lot owners and shall plant and maintain grass on the lot and not allow the grass to exceed 4 inches in height.
ARTICLE II
ARCHITECTURAL CONTROL

2.1 ARCHITECTURAL CONTROL BOARD. In order to further insure the high quality of the residential development that takes place on the subject property, no dwelling, building, structure or other improvements shall be commenced, constructed, erected or otherwise placed upon any lot within the subdivision unless and until the plans and specifications therefore, showing the designs, heights, materials, colors and proposed locations of such improvements, have been submitted to and approved in writing by the Architectural Control Board. In reviewing and approving or denying plans and specifications, the Architectural Control Board shall seek to maintain the compatibility of improvements within the subdivision with each other and with the natural setting within which the subdivision is located. So long as the Declarant or any person expressly designated by the Declarant as Declarant's successor in interest owns any lot within the subdivision, the Declarant or such designated successor in interest shall be the Architectural Control Board. At such time as neither Declarant nor Declarant's designated successor in interest owns any lot within the subdivision, the Architectural Control Board of the Mahon Farm Homeowners Association shall thereupon become the Architectural Control Board, and all duties and responsibilities of the Board shall thereupon devolve upon the said Board of Directors. For purposes of further insuring the standards for development of the lands so platted, the Declarant reserves, for itself and for any successor in interest whom the Declarant may expressly designate, the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to this Declaration as the Declarant or Declarant's designated successor in interest shall deem necessary and proper.

2.2 APPROVAL OF PLANS. Whether or not provision therefore is specifically stated in any conveyance of a lot, the owner or occupant of each lot by acceptance of title or taking possession thereof, agrees that no building, wall or other structure shall be placed upon such lot until the plan, specification, design, landscaping and plot plan have been approved in writing by the Architectural Control Board. Each structure of any kind shall be placed on the premises only in accordance with the plans, specifications and plot plan so approved. Refusal or approval of plans and specifications may be based on any ground including aesthetic ground which in the sole discretion of the Architectural Control Board shall seem sufficient. No alteration in the exterior appearance of building or structures shall be made without like approval. If the Architectural Control Board fails to approve or disapprove the plans within 30 days after written request therefore, then such approval shall not be required, provided that no building or other structure shall be erected which violates any of the covenants herein contained.

2.3 LIABILITY; BUILDING CODES. The Architectural Control Board shall not be liable to any owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Architectural Control Board, provided only that the Architectural Control Board has acted in good faith. Compliance with building codes and other requirements established by the
applicable governmental authorities are the responsibility of each owner and the Architectural Control Board has no responsibility for the structural integrity, safety or operation of any improvements or structures.

2.4 NONWAIVER. Consent by the Architectural Control Board to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

ARTICLE III
HOMEOWNERS ASSOCIATION

3.1 PURPOSE. To enhance the aesthetic appeal of the subdivision, to buffer the residents thereof from the traffic on Baker Creek Road, and to help identify the subdivision within the community, the Declarant shall construct a fence or wall inside and along those boundaries of the subdivision which are adjacent to Baker Creek Road and Alice Kelly Street and shall landscape portion of the property which lie within the right of way of Baker Creek Road and Alice Kelly Street within the landscape easement areas shown on Exhibit "A". The Declarant acknowledges that the continued maintenance and upkeep of the walls, fences and landscape areas and signs will be of vital importance to the preservation and enhancement of property values within the subdivision, that a satisfactory maintenance program will require uniformity of actions along the entire length of the walls, fences and landscape areas, and that such a satisfactory program can best be carried out by a homeowners association will be needed to perform the duties of the Architectural Control Board after the Declarant or Declarant’s designated successor in interest has sold or otherwise disposed of all lots within the subdivision. Therefore, to facilitate the continued maintenance, repair and upkeep of the walls, fences, landscape areas and signs, the Declarant hereby constitutes itself as an unincorporated association under the name of “The Mahon Farm Maintenance Association” (hereinafter referred to as “the Association”).

3.1.1 Membership. Since Declarant is presently the owner of all of the property within the subdivision, initially Declarant will be the only member of the Association. As lots are sold within the subdivision, the owner or owners of each lot shall each have one membership in the Association for each lot owned by him or them. Where a lot has been sold upon a land sale contract, the purchaser thereunder shall be regarded as the owner of said lot so long as the purchaser is not in default under said contract. In all other cases, the owner shall be the record owner of the lot.

3.1.2 Voting. In all matters to come before the Association, the members thereof shall have one vote for each lot owned. In the event of lot ownership by two or more persons, the vote applicable to that lot shall be cast as determined by the majority of said owners, and if they cannot reach a majority decision, the vote applicable to that lot shall be disregarded.
3.1.3 **Governance.** The affairs of the Association shall be governed by a Board of Directors, hereinafter referred to as “the Board”, consisting of not less than three and not more than five persons, who need not be members of the Association. The members of the Board shall be elected for terms of one year each by the members of the Association at their annual meeting. Each member of the Board shall have one vote in all matters coming before it, and all decisions of the Board shall be by majority vote. The primary responsibilities of the Board shall be to establish each year the amount of the assessment to be levied against each platted lot within the subdivision for the ensuing year to finance the activities of the Association, and to supervise and oversee the maintenance and upkeep of the aforesaid walls, fences and landscape areas and signs. The Board shall each year select from its membership a President and Secretary-Treasurer, who shall perform the duties normally associated with those offices. Members of the Board and the officers may be reimbursed for their services on behalf of the Association, and may be reimbursed for reasonable expenses incurred by them in the performance of their duties.

3.1.4 **Meetings.** The membership of the Association may hold an annual meeting during the fourth quarter of each calendar year, for the purpose of electing the Board and to conduct other business. The membership may hold additional meetings during the year upon the call of the President, a majority of the Board or not less than 1/3 (one-third) of the membership. Oral or written notice of each meeting shall be given to the membership in accordance with policies established by the Board, and meetings shall be held at such time and place as is designated by the Board. The Board shall meet at least annually following the annual membership meeting and may meet at other times upon the call of the President or the majority of the Board.

3.1.5 **Assessments.** To finance the maintenance, repair and upkeep of the aforesaid walls, fences and landscape areas and signs, the Association, acting through the Board, shall have and is hereby granted the power and authority to levy annual and special assessments against the platted lots within the subdivision. Initially and until further action by the Board, an annual assessment of $250.00 is hereby levied against each such platted lot. The first annual assessment shall be paid to the Association by the owner or owners of each platted lot not later than May 1, 2000, an subsequent annual assessments shall be paid to the Association by May 1 in the year of assessment. Special assessments shall be levied only in the event of an unanticipated emergency need for additional funds to meet the needs of the Association, and shall be paid within 30 days after notice of assessment is sent to the lot owner or owners in question. The Board shall have the power and authority to set the amount of all assessments, provided, however, that the Board shall not increase the amount of the annual assessment by more than 25 percent over the amount for the proceeding year, or levy any special assessment, except on the majority vote of those members of the Association who are present and vote at an
annual or special membership meeting. From and after the date each assessment is levied, it shall constitute a lien against each of the platted lots within the subdivision, and if the owner or owners, of any such lot fails to pay the assessment within 30 days of its due date, the Association may institute proceedings to foreclose the lien provided for herein and to collect from the owner or owners the amount of said assessment or any balance thereof remaining unpaid, together with interest on said sum at the rate of 12 percent per annum from the date of said assessment until paid, together with reasonable costs, including attorney’s fees, incurred by the Association in such proceedings, and on any appeal thereof. No assessment shall be levied against any portion of the subdivision which has not yet been platted as a lot therein upon a plat duly recorded in the Records of Yamhill County, Oregon.

3.1.6 Application of Assessment Proceeds. All net proceeds of the assessments collected by the Association pursuant to this Declaration shall be held and applied to the payment of the costs of maintenance, repair and upkeep of the aforesaid walls, fences and landscape areas and signs, and to other costs and expenses reasonably incurred by the Association in connection with activities reasonably related to said maintenance, repair and upkeep.

3.1.7 Notification of First Mortgage; Subordination of Lien to Mortgages. The Association shall notify any first mortgagee of any default in the performance of this Declaration, including but not limited to any failure to pay any assessment levied hereunder, by the owner of any lot covered by mortgagee’s mortgage or trust deed. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage or deed of trust on such lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any lot shall not affect the assessment lien, but the sale or transfer of any lot which is subject to any mortgage or deed of trust pursuant to a decree of foreclosure thereunder or any deed or proceeding, deed or assignment in lieu of foreclosure shall extinguish any lien of an assessment notice of which was recorded after the recording of the mortgage or deed of trust. Such sale or transfer, however, shall not release the lot from liability for any assessments or charges thereafter becoming due or from the lien of such assessments or charges.
ARTICLE IV
EASEMENTS

4.1 WALL EASEMENT. Declarant, as Grantor, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Association, as Grantee, a perpetual easement for the maintenance and repair of a landscape wall or fence with all appurtenances incident thereto or necessary therewith, which easement shall be over the full width and length of the following described premises:

The southerly 6 feet of Lots 1, 2, 3 and 4 of said subdivision;
Together with the southerly 40 feet of the westerly 10 feet of said Lot 2;
Together with the southerly 40 feet of the easterly 10 feet of said Lot 3;

4.1.1 The easement shall include: (i) the right of the Association or its agents to maintain, repair, replace or remove the landscape wall or fence with all appurtenances incident thereto or necessary therewith, (ii) together with the right of the Association to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of the wall or fence placed thereon or appurtenances attached to or connected therewith, (iii) the right of ingress and egress to and over said easement at any and all times for the purpose of repairing, replacing and maintaining the signs and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement hereby granted. No building shall be constructed over the wall easement and no earthfill or embankment shall be placed within this easement without a specific written agreement between the Grantee and the Grantor, their successors or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the wall or fence shall be assumed by the person seeking such agreement, and by the successors or assigns of such person.

4.1.2 Grantee will indemnify and hold harmless the Grantor, and its successors and assigns, from claims of injury to person or property as a result of the negligence of the Grantee, its agents, or employees in the construction, operation or maintenance of said wall. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

4.1.3 The Grantor, upon the initial installation, and the Grantee, upon each and every occasion that the same be repaired, replaced, renewed, added to or removed, shall restore the premises of the Grantor or any successor in interest of the Grantor, and any improvements disturbed by the work, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.
ARTICLE V
REMEDIES; COSTS AND EXPENSES

5.1 REMEDIES FOR VIOLATIONS; RECOVERY OF COSTS AND EXPENSES. For a violation or a breach of any of the Reservations and Restrictive Covenants by any person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer, the Board, the lot owners or any of them individually or severally shall have the right to proceed in law or equity to recover damages for the breach hereof or to compel compliance with the terms hereof, or to prevent the violation or breach of any of the Reservations or Restrictive Covenants set forth herein, the Developer or the Board shall have the right to cause its authorized representative to go upon the lot in question and to summarily abate or remove the offending structure at the expense of the owner. Any such entry and abatement shall not be deemed a trespass. The failure to enforce any of the Reservations and Restrictive Covenants with respect to any previous violation or alleged violation shall not bar their enforcement with respect to any subsequent violation. The invalidation of any one or more of the Reservations and Restrictive Covenants by any court of competent jurisdiction shall in no way affect any of the other Reservations and Restrictive Covenants, but they shall remain in full force and effect.

In the event the Developer or the Board incurs any costs or expenses (including but not limited to attorney’s fees) in seeking to enforce these Reservations and Restrictive Covenants, whether or not litigation or other proceedings are commenced, the Developer or Board shall be entitled to recover all such costs and expenses incurred by it in connection with its efforts to enforce these Reservations and Restrictive Covenants. In addition, in the event the Developer, the Board or one or more lot owners commence any litigation or other proceeding against a lot owner alleged to have violated these Reservations and Restrictive Covenants, for the purpose of enforcing the same against said lot owner, or in the event the Developer, the Board or any other lot owners are named in an action or other proceeding brought by a lot owner and pertaining to these, the prevailing party or parties in such action or proceedings shall be entitled to recover from the party or parties not prevailing therein all cost and expenses incurred by the prevailing party in such action or proceeding, including but not limited to reasonable attorney’s fees incurred at trial and upon any appeal.

5.2 COSTS AND EXPENSES. Any costs or expenses which the Declarant, the Board, the Association or one or more lot owners shall be entitled to recover against, a lot owner under this section shall, if not paid within 10 days following demand therefore, be a lien against the lot or lots belonging to the owner whose actions were alleged or determined to be in violation of the provisions of this Declaration. Should such owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within 30 days, the Board or other person entitled to recover the cost and expenses covered by said lien, shall have the right to interest on the amount of the lien at the rate of twelve percent (12%) per annum, and shall be entitled to receive and recover from the lot owner whose property is the subject of the lien, all cost of collection, including but not limited to reasonable attorney’s fees, at trial and upon appeal.
ARTICLE VI
AMENDMENTS

6.1 AMENDMENTS OF RESERVATIONS AND RESTRICTIVE COVENANTS. These Reservations and Restrictive Covenants may be amended by the affirmative vote of the owners of not less than 2/3 of the lots within The Mahon Farm. So long as the Developer owns any lots within the subdivision, no amendment to these Reservations and Restrictive Covenants shall be adopted without the affirmative vote of the Developer, and the Developer shall have three votes for each lot owned, and all other lot owners shall have one vote for each lot owned. From and after the date the Developer no longer owns one or more lots within the subdivision, amendments to these Reservations and Restrictive Covenants shall not require approval by the Developer, the owner or owners of each lot shall have one vote for each lot owned, and amendments shall require the affirmative vote of the owners of not less than 2/3 of the lots within the subdivision. These Reservations and Restrictive Covenants, as amended from time to time, shall run with the land and shall be binding and for the benefit of all parties and all persons owning lots in The Mahon Farm, or claiming under them, until July 1, 2005, at which time they shall be automatically extended for successive periods of ten years.

IN WITNESS WHEREOF, Developer has caused this instrument to be signed by its duly authorized representative on this ___ day of January, 2000.

WILDCAT DEVELOPMENT CO., LLC.

By ______________________ Its member

Steve Reimann, Member

By ______________________ Its member

Kris Stubberfield, Member

STATE OF OREGON

) ss:

County of Yamhill

On this ___ day of January, 2000, appeared Steve Reimann and Kris Stubberfield, the Members of WILDCAT DEVELOPMENT CO., LLC. an Oregon limited liability company, who acknowledged that the foregoing instrument was signed on behalf of said limited liability company by authority of its members, as its voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: 9-21-02

RESERVATIONS & RESTRICTIVE COVENANTS
MAHON FARM
WITH ADJUSTMENT OF PROPERTY LINE
IN N.W. 1/4 SEC. 17, T. 4 S., R. 4 W., W.M.
CITY OF McMINNVILLE, YAMHILL COUNTY, OREGON

BY
MULT/TECH ENGINEERING SERVICES, INC.
PO BOX 1329
SALEM, OR 97309
503-375-9595

SURVEYOR'S CERTIFICATE

I, Joseph P. Keating, a Registered Professional Land Surveyor for Oregon, hereby certify that I have surveyed and marked with proper monuments the land shown herein as Mahon Farm, which is described as follows: Beginning at the initial corner for this subdivision at the southeast corner of Lot 4, Hart Addition as recorded in the Yamhill County Book of Town Plats in Volume 16, Page 42, thence N84°30'00"E, along the northerly right-of-way line of Baker Creek Road (66.00 feet wide) a distance of 460.77 feet to a point, thence N00°30'00"E, along the east line of Creekwood as recorded in the Yamhill County, Oregon Book of Town Plats in Volume 40, Page 60, a distance of 773.92 feet to a point, thence S89°00'00"E, along the north line of Creekwood First Addition as recorded in the Yamhill County, Oregon Book of Town Plats in Volume 16, Page 42, a distance of 284.76 feet to a point, thence S00°30'00"E, a distance of 155.65 feet to a point, thence S08°30'04"E, a distance of 182.74 feet to a point on the West Line of said Hart Addition, thence S00°30'00"E, along the West Line of said Hart Addition, a distance of 561.93 feet to the point of beginning, the above described parcel contains 7.98 acres of land. All being located in Section 17, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon.

Post monumentation corners will be completed by October 31, 2000

MULT/TECH Engineering Services, Inc.

By
Joseph P. Keating
Registered Professional Land Surveyor No. 2006

REVIEWED BY: 12/11/99

Notations:
The purpose of this survey is to locate the boundary for the subdivision of the Mahon Farm property, to establish the streets and lots of this subdivision, and to adjust the property line between this property and the lands described in Deed Volume 160, Page 1497, Portland, Oregon. Sufficient monuments were found and used for control are shown on County Survey No. 12204, a survey made for this subdivision. The Basic Book of Town Plats, M070/0038, is the bearing of the north line of Creekwood as recorded in the Yamhill County, Oregon Book of Town Plats in Volume 40, Page 60. All monuments shown as set are within 2 inches of the surface unless otherwise noted. The courses, distances and monuments shown herein are the same as shown on said County survey.

Interior Corner Monumentation
In accordance with O.R.S. 65.070, the interior corners and centerline
monuments of this subdivision have been correctly set with proper
monuments. An affidavit has been prepared regarding the setting of said
monuments and is recorded with the Yamhill County Deed Records.

Yamhill County Surveyor

DATE

Declaration:
Know all men by these presents that we, Wildwood Development Co., LLC,
the owners of the land described in the Surveyor's Certificate hereon, and
desiring to dispose of the same in Lots, have caused the same to be
surveyed and plotted, the name to be known as Mahon Farm. We hereby
 dedicate to the public use forever the streets and grants the easements laid
out through and upon said land or as shown or marked on the attached
plot. We also certify that all taxes and assessments levied against said
property have been paid in full.

Owner:

Steve Cavanagh

Kris Huberfield
Wildwood Development Co., LLC

State of Oregon } S.S.
County of Marion

On this 12/11/99 day of, 2000, personally appeared before me, a Notary Public for Oregon, the above-named persons acknowledged the
foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon
By commission expires 8-10-21

State of Oregon } S.S.
County of Yamhill

I, Joseph P. Keating, certify that the attached subdivision plat was received for

Date: 12/11/99

Yamhill County Deed Records

By: County Clerk