

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CEDAR CREEK ADDITION

This Declaration is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the undersigned for the purpose of: 1) running with the land and each Lot within the Property; 2) for the protection of property values, the health, the welfare, and safety of the Lot owners and Lots; 4) deemed reasonable in both procedure and substance by the Declarant; and 5) shall be binding on the Lot owners, their heirs, successors, and those having any right, title, or interest to the Lots and shall inure to the benefit of the Declarant and each Lot owner and the Cedar Creek Homeowners Association, whether or not incorporated (the "Association"), and 6) may be enforced by the Lot owners and the Association as the case may be.

The property that is the subject of the Declaration (the "Property") is described more particularly within **Exhibit "A"** attached hereto. The Declarant is the current sole owner of the Property. The Declarant desires to subject the Property, and the separately identified parcels within the Property located therein that are individually identified and described within **Exhibit "A"** attached hereto (the "Lots"), to this Declaration.

The covenants, conditions and restrictions set forth herein shall run with the Property and shall be binding on all successors in title, and any person, corporation, trust, partnership, or other legal entity whatsoever who may hereafter own an interest in the Property, either directly or indirectly, through subsequent transfers, or in any manner whatsoever, by operation of law or otherwise.

Therefore, the Declarant does hereby impose the following covenants, conditions and restrictions on the Property, and does hereby declare that the Property shall be held, sold and conveyed subject to such covenants, conditions and restrictions.

1. No Lot shall have more than one (1) single-family residence, home, or dwelling. No ancillary building, garage, or structure may be constructed on any Lot before a dwelling structure is completed on such Lot. No Lot shall be used for commercial purposes. No Lot shall be subdivided into more than one building plot.
  - a. Temporary single-family residence such as Recreational Vehicles, Travel Trailers, Fifth Wheels, and Motorhomes are allowed as long as permanent single-family residence has begun construction within one (1) year of closing date. Permanent single-family residence should be complete within 2 years of closing date. No temporary single-family residence shall be located on any Lot nearer than One Hundred feet (100') from the center line of the road. A tent or similar temporary housing does not meet the declaration minimum requirements for a temporary single-family residence.
2. The minimum square footage for all residential structures on a Lot shall be 800 square feet. No structure shall be located on any Lot nearer than fifty feet (50') from the center line of the road.
3. Mobile homes and manufactured homes are allowed as long as they have skirting, a front porch, and must be 10 years old or newer at the time of installation.
4. One detached guest house may be constructed on a Lot provided such structure has no cooking facilities.
5. Ancillary structures such as shops, barns, metal buildings, and greenhouses are permitted, subject to these covenants, conditions, and restrictions; however, the maximum square footage shall not exceed 2,000 square feet total for all ancillary structures combined on one Lot.
6. No commercial signage, other than real estate signs, may be displayed at any point on the Property.
7. Swimming pools are allowed so long as they are behind residential dwellings and surrounded by a fence.
8. Livestock shall be restricted to one livestock animal per one acre within a Lot. Livestock is defined as horses, mares, mules, jacks, jennies, colts, cows, calves, yearlings, bulls, sheep, goats, lambs, kids, hogs, and pigs.

9. Fowl shall be restricted to seven (7) fowl per acre within a Lot.
10. Each owner of a Lot shall keep their Lot clean and free at all times from all litter, debris, junk, trash or unsightliness. Any articles considered to be unsightly or junky shall be kept within an ancillary structure or placed along on the back 60' of the Lot's property line. "Unsightly" is to be determined by simple majority of all Lots whose property is within 1,500' of subject property.
11. All Lots shall pay road and POA common area maintenance assessments of \$275.00 per year starting after the first Association meeting and election of a Board by the Lot owners. Delinquent assessments shall bear interest at the rate of 18% per annum. The Association may record a lien against any Lot for which any assessment remains unpaid, and such lien may be foreclosed in like manner as a mortgage.
12. Amendment. This Declaration may be amended by Declarant at any time for any purpose in the sole discretion of the Declarant for so long as Declarant holds title to any property subject to this Declaration. Thereafter, this Declaration may be amended by the owners holding title to a majority of the Lots, voting in person or by written proxy at a meeting duly called and held for that purpose, and any such amendment shall become effective upon the filing, with the office of the County Clerk of Payne County, Oklahoma, of an instrument in writing setting forth such amendment and duly executed and acknowledged by the President of the Association, as the act and deed of the Association, and attested by the Secretary thereof.
13. Maintenance of the Common Area. The Association shall maintain and keep in good repair the Common Area. Except as otherwise specifically provided herein, all costs for maintenance, repair, and replacement of the Common Area shall be a Common Expense allocated among all Lots as part of the Base Assessment, without prejudice to the Association's right to seek reimbursement from the Persons responsible for such work pursuant to this Declaration, other recorded covenants, or agreements with such Persons.

The Common Area shall include, but need not be limited to:

- (a) All portions of and structures situated upon the Common Area, including streets, playground equipment, ponds, front entry way, neighborhood lights.
- (b) Landscaping within public rights-of-way within or abutting the Property.

The Association shall not be liable for any damage or injury occurring on or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities. The Association shall maintain the facilities and equipment within the Common Area in continuous operation, except for any periods necessary, as determined in the sole and absolute discretion of the Board, to perform required maintenance or repairs, unless seventy-five percent (75%) of the Members in the Association agree in writing to discontinue such operation. Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of Declarant as long as Declarant owns any portion of the Property.

14. Enforcement. The Association, or any Lot owner, shall have the right to enforce, by any proceeding, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and/or the Bylaws. Failure by the Board or any Lot owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action relating to the Declaration and/or Bylaws, the prevailing party shall be entitled to an award of their attorney's fees and costs.

**14.1 Specific Assessments, Monetary Penalties, Remedies by Association, Due Process.**

The Association shall have the power to levy Specific Assessments against a particular Lot to cover costs incurred in bringing a Lot into compliance with the Declaration, Bylaws, or other instrument, whether or not record, applicable to the Property (collectively, the "Governing

Documents”), and costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contract, employees, licensees, invitees, or guests, and for monetary penalties according to a schedule of fines adopted by the Owners of a majority of the Lots; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with Section 13.4 below before levying any Specific Assessment under this subsection.

**14.2 Personal Obligation.** Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Property, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 18% per annum, late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt themselves from liability for assessments by non-use of Common Area, abandonment of a Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

**14.3 Lien for Assessments.** All assessments and other charges of the Association authorized in this Section or elsewhere in the Governing Documents shall constitute a lien against the Lot against which they are levied from the time such assessments or charges become delinquent until paid. The lien shall also secure payment of interest (subject to the limitations of Oklahoma law), late charges (subject to the limitations of Oklahoma law), and costs of collection (including attorneys' fees, lien fees and administrative costs). Such lien shall be superior to all other liens, except those deemed by Oklahoma law to be superior. The Association may enforce such lien, when any assessment or other charge is delinquent, by suit, judgment, and foreclosure. The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner to the foreclosed Lot shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lot subject to assessment, including such acquirer, its successors and assigns.

**14.4 Association Remedies and Due Process.** The Association shall have the power, as provided in the Governing Documents, to impose sanctions for any violation of any duty imposed under the Governing Documents. In the event that any occupant, tenant, employee, guest, or invitee of a Lot violates the Declaration, Bylaws, or a rule and a fine is imposed, the fine shall first be assessed against the occupant; Provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice 14.3if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or stop the Association from enforcing any other covenant, restriction, or rule.

**(1) Notice.** Prior to imposition of a Specific Assessment or monetary penalty, the Board or its delegate shall provide the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than 10 days within which the alleged violator may present a written request for

a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided that the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

**(2) Hearing.** If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Board. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the Association records. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the person who provided such notice. All notice shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting, if any, may contain a written statement of the results of the hearing and the sanction, if any, imposed.

15. In addition, each Lot and such Lot's owner is and shall be subject to the BY-LAWS OF Cedar creek Association following or thereafter amended, as applicable, with respect to the Cedar creek Declaration of Covenants, Conditions and Restrictions.

#### **BY-LAWS OF CEDAR CREEK HOMEOWNERS ASSOCIATION**

The **Cedar Creek Homeowners Association** (the Association), whether incorporated or otherwise, is hereby created and formed for the purposes set out within the Declaration and these Bylaws. All Lots, their owners, occupants, guests, and invitees shall be governed by the Declaration, these Bylaws, and the rules and regulations adopted by the Board of Directors/Trustees of the Association.

1. **Members; Regular meetings.** Each person holding title to a Lot is a member of the Association; however, only one vote per Lot exists and shall be exercised as decided among the Lot owners if more than one. A regular meeting of the members shall be held by the Association at least once a year for the purpose of electing a Board of Directors/Trustees and transacting such other business as may come before the meeting. The date of the first meeting will be determined by the Declarant.

(a) **Notice of regular meeting.** Notice of each regular meeting of the members shall be given. Such notice must state the time and place of the meeting, and that the purpose thereof are the election of a Board of Directors/Trustees and the transaction of such other business as may come before the meeting, a copy thereof shall be mailed to each member of the Association; such notices shall be deposited in the post office with postage prepaid, at least 15 days prior to the time for holding such meeting and/or emailed to an email address provided by a Lot owner.

(b) **Special meetings.** Except where otherwise prescribed by law or elsewhere in these restrictions and covenants, a special meeting of the members may be called at any time by the President, or by the Board of Directors/Trustees or by members of the Association having no less than ten votes.

(c) **Notice of special meetings.** Notice of each special meeting of the members shall be given. Such notices must state the time and place of the meeting, and the business to be transacted at the meeting; a copy thereof shall be mailed to each member of the Association; such notice shall be deposited in the post office with postage prepaid, at least 10 days prior to the time for holding such meeting and/or emailed to an email address provided by a Lot owner.

(d) **Place of meeting.** Meetings may be held in Payne County, Oklahoma, preferably within the Property or in any other location determined by a majority of the members.

2. **Number.** The Association powers, business and property, both real and personal, shall be exercised, conducted and controlled by a Board of Directors/Trustees of three members. The Board

of Directors may also be known as a Board of Trustees and the use of directors and/or trustees shall be synonymous.

(a) Election. The trustees or directors shall be elected annually at the regular annual meeting of the members from the membership of the Association, commencing the same year the Declarant appoints the initial Board of Directors from the membership of the Association. The initial directors, upon the commencement of the Association, shall be appointed by the Declarant. The individuals who own interests in the Declarant shall be eligible for this office.

(b) Vacancies. Vacancies in the Board of Directors shall be filled by the other directors in office; and such persons shall hold office until the election of their successor by the members.

Any director who ceases to be a member or who breaches or becomes in default of any contract or agreement with the Association, or who as an owner of property and/or a residence breach becomes in default of this Declaration, shall cease to be a member of the board as soon as a majority of the board passes a resolution to such effect. The vacancy caused thereby shall be filled by the directors.

(c) First meeting of directors or trustees. Immediately after each election of directors the newly elected directors shall hold a regular meeting and shall elect a president, a vice president, and a secretary and treasurer, and transact any other business deemed necessary.

(d) Regular meetings of trustees. In addition to the special meetings mentioned, a regular meeting of the board of directors or trustees shall be held in Payne County, Oklahoma, at such time and place as the board may direct, but not less than every six months.

(e) Special Meetings. A special meeting of the board of directors shall be held whenever called by the president or by a majority of the directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, signed by the person or persons making the same, addressed and delivered to the secretary, and shall state the time and place of the meeting.

(f) Notice of regular or special meetings. Notice of regular or special meetings shall be mailed to each director at least 10 days prior to the time set for the meeting unless specifically waived and/or emailed to an email address provided by the director.

(g) Quorum. Two directors shall constitute a quorum of the board at all meetings and the affirmative vote of at least two directors shall be necessary to pass any resolution or authorize any Association act.

(h) Compensation. Each member of the board of directors shall receive no compensation but may by resolution be refunded any actual expenses incurred in the performance of the duties and obligations as such on behalf of the Association.

3. Powers of Directors or Trustees. The Directors/Trustees shall have the power:

(a) To call special meetings of the members when they deem it necessary, and they shall call a meeting any time upon the written request of 10 of the members of the Association.

(b) To appoint and remove at pleasure, all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require from them, if advisable, security for faithful service.

(c) To select one or more banks to act as depository of the funds of the Association and determine the manner of receiving, depositing and disbursing the funds and the form of checks and the person or persons by whom same shall be signed, with the power to change such banks and the person or persons signing said checks and the forms thereof at will, provided all withdrawals shall require the signature of not less than two officers of the Association.

(d) To conduct, manage and control the affairs and business of the Association and to make rules and regulations for the guidance of the officers and management of its affairs.

(e) To control, maintain, manage and improve the common Private Roads within the property

as hereinbefore described, and to enforce all covenants contained herein and applicable to said addition for the maintenance, assessment and the collection as well as the enforcement of collection thereof against all persons and property liable therefore, as specifically provided in the Declaration and Bylaws.

(f) To all things necessary and property for the governance of the Association and Property, or as otherwise impliedly or expressly allowed under Oklahoma law.

4. Duties of Directors or Trustees. It shall be the duty of the board of directors or trustees:

(a) To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the members, showing in detail the condition of the affairs of the Association.

(b) To determine the maintenance assessment or assessments, to collect same as well as enforce legal proceedings if necessary, the collection of the same against all persons or property liable, therefore.

(c) To control, maintain, manage, and improve as determined reasonable and necessary for the preservation, upkeep as well as the natural protection and convenience of all members of the Association of the common Private Roadways within the Property.

(d) To do all things necessary and incidental to the keeping and carrying out of the purposes, affairs and interests of the Association.

5. The officers of the Association shall be a president, vice president, secretary and treasurer, together with any other administration officers which the board of directors may see fit in its discretion to provide for by resolution entered upon its minutes.

6. The President. If at any time the president shall be unable to act, the vice president shall take his/her place and perform his/her duties; and if the vice president shall be unable to act, the board

(a) shall sign, as president on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors/Trustees.

(b) shall sign, as president on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors/Trustees.

(c) shall call the directors together whenever he/she deems it necessary, and subject to the majority vote of the directors, shall discharge such other duties as may be required of him/her by these by-laws or by the board.

7. Secretary and Treasurer. It shall be the duty of the secretary and treasurer:

(a) To keep record of the proceedings of the meeting of the board of directors and of the members.

(b) To affix his/her signature, together with any Association seal if one is adopted by the board of directors, in attestation of all record, contracts, and other papers requiring such seal and/or attestation.

(c) To keep a proper membership book, showing the name and addresses of each member of the Association, the number of votes of such member, the effective membership, cancellation, or transfer.

(d) To keep a record of all assessments, the name and address of the person(s) liable therefore, as well as a description of the real property against which such assessments constitute a lien, and all payments thereof or made thereon.

(e) To receive and deposit all funds of the Association, to pay out funds as authorized by the Board of Directors, and account for all receipts, disbursements and balance on hand.

(f) To furnish a bond in such form and in such amount as the board of directors may from time to time require, if any.

(g) To discharge such other duties as pertain to his/her, office or may be prescribed by the board of directors.

(h) To mail all notices of meeting as required by the by-laws.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed by

Seth Koenig its Manager, at Del City, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BUY LAND INVESTMENTS, LLC**  
**P.O. Box 15329**  
**Del City, OK 73155**

By: \_\_\_\_\_  
Its: Seth Koenig, Manager

**LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT**

STATE OF OKLAHOMA    )  
                                  )       SS:  
OKLAHOMA COUNTY    )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, personally appeared \_\_\_\_\_, as manager of BUY LAND INVESTMENTS, LLC to me known to be the identical person who executed the within and foregoing Declaration, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the Declarant for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission expires:  
My Commission number is:

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

ALL LOTS, BLOCKS, WITHIN CEDAR CREEK,  
AN ADDITION TO PAYNE COUNTY, STATE OF OKLAHOMA,  
ACCORDING TO THE RECORDED PLAT THERETO

Part of the N/2 of the SE/4 of Section 6, T-19-N, R-3-E, 1.M., Payne County, Oklahoma  
41.23 acres

FINAL PLAT  
CEDAR CREEK

OWNERS CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT PRAIRIE HOMES, LLC, an Oklahoma Limited Liability Company, hereby certifies that the said owner and has all rights, title and interest in and to the herein described real property.

BEING part of the North half (N/2) of the Southeast Quarter (SE/4) of Section 36 (6), Township 19 North (T-19-N), Range Three East (R-3-E), Indian Meridian (I.M.), Payne County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northwest corner of said SE/4; THENCE S89°51'47"E along the East Line of said SE/4 a distance of 282.65 feet; THENCE S89°51'47"E a distance of 282.65 feet; THENCE S0°00'00"W along the West Line of said SE/4 a distance of 982.65 feet; THENCE N88°31'31"E along the North Line of said SE/4 a distance of 279.97 feet to the POINT OF BEGINNING.

Containing 41.23 acres of land, more or less.

and has caused the same to be surveyed, subdivided and platted into the streets, lots, easements and right-of-ways as shown herein and hereby records this plat, with this plat, in the public records of the State of Oklahoma, to be known as the CEDAR CREEK, and hereby forever dedicates and reserves the streets, easements and all other right-of-ways shown hereon to any public service or utility serving said property, along with the right of ingress and egress to and from said property for purposes of the installation, maintenance and use of any such public service or utility, to be performed by that utility, for the lot owners of record, their successors, heirs and assigns, for the purposes as designated hereon, free and clear of all encumbrances.

SUBSCRIBED this 15th day of May, 2024.

PRAIRIE HOMES, LLC  
an Oklahoma limited liability corporation  
Name: Seth Kovacs, Manager  
Title: Manager  
Signature: [Signature]

OWNERS NOTARY

STATE OF OKLAHOMA, §  
Cleveland County, §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Seth Kovacs, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, as the said and said of PRAIRIE HOMES, LLC, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

this 15th day of May, 2024.  
Notary Public in and for the State of Oklahoma  
My commission expires: 1/24/26



BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Payne County and the State of Oklahoma, hereby certifies that the records of said County show that title to the land shown hereon and designated as CEDAR CREEK is vested in PRAIRIE HOMES, LLC, an Oklahoma limited liability corporation, as of the 15th day of May, 2024. That the taxes on said land are paid for the year 2024, and prior years, that there are no outstanding tax sales certificates against said land and no tax debts are listed to any person, that there are no liens or other encumbrances of any kind against said land, except mortgages, right-of-ways, easements, and mineral conveyances of record.

IN WITNESS WHEREOF, this 15th day of May, 2024.

Bonded Abstractor  
Signature: [Signature]



ABSTRACTOR'S NOTARY

STATE OF OKLAHOMA, §  
Payne County, §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Seth Kovacs, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

this 15th day of May, 2024.  
Notary Public in and for the State of Oklahoma  
My commission expires: \_\_\_\_\_



DEPARTMENT OF ENVIRONMENTAL QUALITY

The Seth Kovacs, Manager, of the Oklahoma Department of Environmental Quality has approved this subdivision plat for the use of PAYNE water systems and INDIVIDUAL ON-SITE sewer systems.

[Signature]  
Environmental Program Specialist  
Oklahoma Department of Environmental Quality



COUNTY TREASURER'S CERTIFICATE

As the duly elected, qualified, and acting County Treasurer of PAYNE County, Oklahoma, I hereby certify that the tax records for the herein described property have been reviewed, all taxes for the year 2024, and all prior years, have been accounted for, and the required building security guaranteeing the current year's taxes has been deposited in the County Treasurer's office.

IN WITNESS WHEREOF, this instrument executed this 15th day of May, 2024.

County Treasurer  
Signature: [Signature]



NOTE: Subdivision plat(s) are to be maintained by a Property Owner's Association (POA).  
STREETS WILL NOT BE MAINTAINED BY THE COUNTY.

COUNTY COMMISSIONERS' ACCEPTANCE

BE IT RESOLVED by the PAYNE County Board of County Commissioners that the definitions of the CEDAR CREEK addition are hereby accepted.

this 15th day of May, 2024.

Chairman: [Signature]  
Member: [Signature]  
Member: [Signature]  
County Clerk: [Signature]



SURVEYORS CERTIFICATE

I, BRAD A. BOATMAN, a Registered Professional Land Surveyor licensed in the State of Oklahoma, do hereby certify that this plat of survey meets the minimum standards for the practice of land surveying as set forth in Oklahoma Statute 10-1-1. I am a member of the Oklahoma Society of Professional Surveyors and the Oklahoma Board of Surveyors.

[Signature]  
BRAD A. BOATMAN, PLS  
Oklahoma License No. 1888



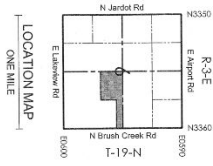
SURVEYORS NOTARY

STATE OF OKLAHOMA, §  
PAYNE COUNTY, §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared BRAD A. BOATMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

this 15th day of May, 2024.  
Notary Public in and for the State of Oklahoma  
My commission expires: 12/07/2021



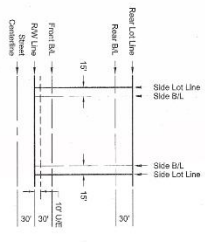
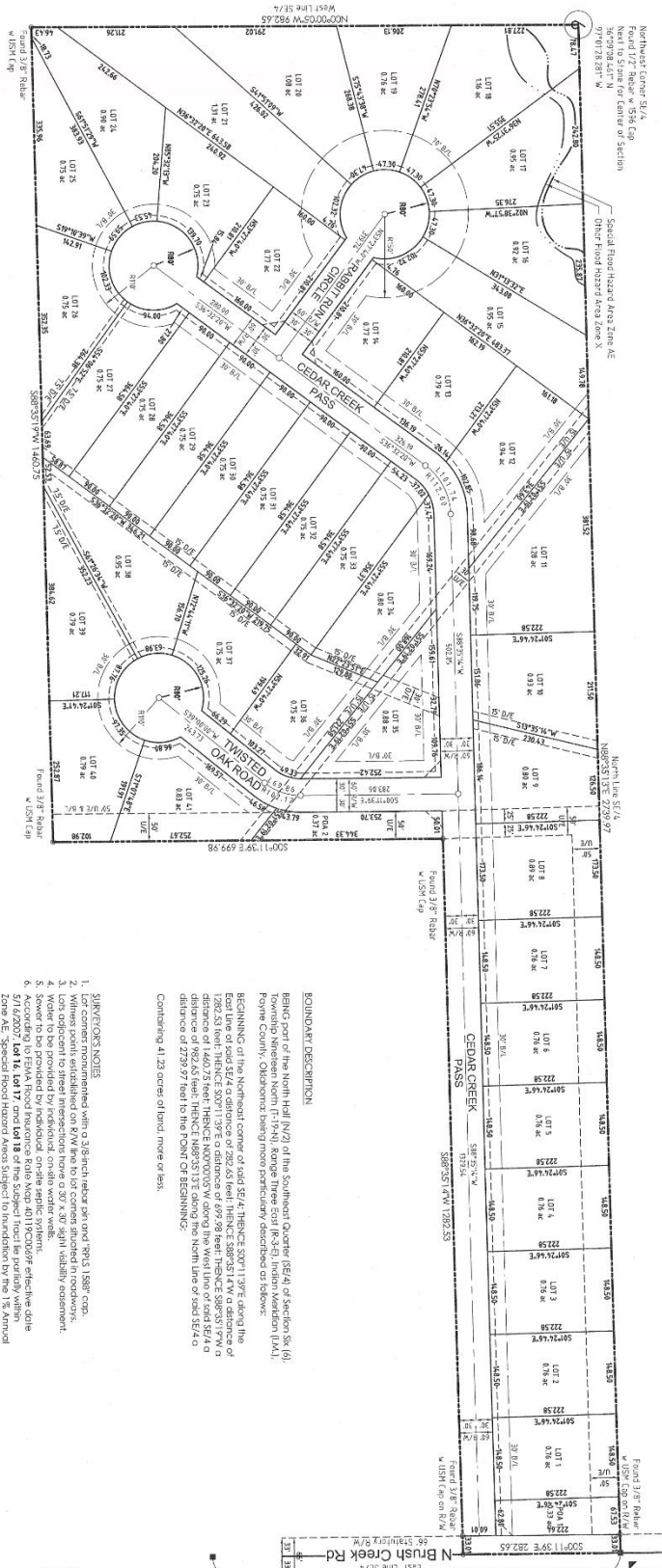
PREPARED FOR  
PRAIRIE HOMES, LLC  
6180 Boucher Dr  
Edmond OK 73034  
info@prairiehomesllc.com  
(405) 505-6795  
May 7, 2024

PREPARED BY  
BOATMAN  
ENGINEERING & LAND SURVEYING  
371126 US HIGHWAY 412  
PO BOX 1122  
Edmond, Oklahoma 73034  
OK 73034  
CA 5829  
brodab@boatman-eng.com  
tel (405) 780-7461  
2411101102424



2024 ONSHORE MAP ACT  
 TITLE 101, § 2-102 (b) (2)  
 11/1/2024 10:52 AM  
 Project: Final Plat of Cedar Creek  
 Author: Brad A. Boatman

**FINAL PLAT**  
**CEDAR CREEK**  
 Part of the N/2 of the SE/4 of Section 6, T-19-N, R-3-E, L.M., Payne County, Oklahoma  
 4.1 .23 acres



- LEGEND**
- Controlling Corner Monument
  - Found rebar pin (or as noted)
  - △ Set rebar pin (or as noted)
  - Point of Beginning (POB)
  - Subdivision Boundary Line
  - Subdivision Street Center Line
  - Subdivision Right-of-Way Line
  - Building Line (BL)
  - Easement Line
  - Drainage Easement
  - Utility Easement



**BOUNDARY DESCRIPTION**

BEING part of the North Half (N/2) of the Southeast Quarter (SE 1/4) of Section 36 (6), Payne County, Oklahoma; being more particularly described as follows:

BEGINNING at the Northwest corner of said SE 1/4; thence S89°11'38" E along the boundary of the SE 1/4 of Section 36 (6) a distance of 128.53 feet; thence S00°11'38" E along the West line of said SE 1/4 a distance of 146.25 feet; thence N00°00'00" W along the North line of said SE 1/4 a distance of 69.97 feet to the S/W corner of said SE 1/4; containing 41.23 acres of land, more or less.

- SURVEYOR'S NOTES**
1. Lot corners monumented with a 3/8-inch rebar pin and 3x3x1/8 inch cap.
  2. All corners monumented with a 3/8-inch rebar pin and 3x3x1/8 inch cap.
  3. Lots adjacent to street intersections have a 30' x 30' utility easement.
  4. Water to be provided by individual on-site septic systems.
  5. Sewer to be provided by individual on-site septic systems.
  6. 5/16/2024, Lot 16, Lot 17 and Lot 18 of the Subject Tract be partially within Zone AE, Special Flood Hazard Areas Subject to inundation by the 1% Annual Chance Flood and Zone X, Other Flood Areas. See FEMA Flood Map of the United States (FEMA Flood Map of the United States) for Zone AE, Special Flood Hazard Areas Subject to inundation by the 1% Annual Chance Flood and Zone X, Other Flood Areas.
  7. Flood hazard lines shown in plain view on appropriate sheets.



*Brad A. Boatman*  
 BRAD A. BOATMAN, R.P.L.S.  
 OKLAHOMA LICENSE NO. 52221  
 THE SIGNATURE OF THE SURVEYOR AS APPEARED BY THIS CERTIFICATE IS NOT VALID UNLESS THE CERTIFICATE IS FILED WITH THE RECORDS AND THE SURVEY IS REGISTERED WITH THE STATE OF OKLAHOMA.

**PREPARED FOR**  
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 SHEET 2 OF 2

NOV 7, 2024