

PRELIMINARY PLAT

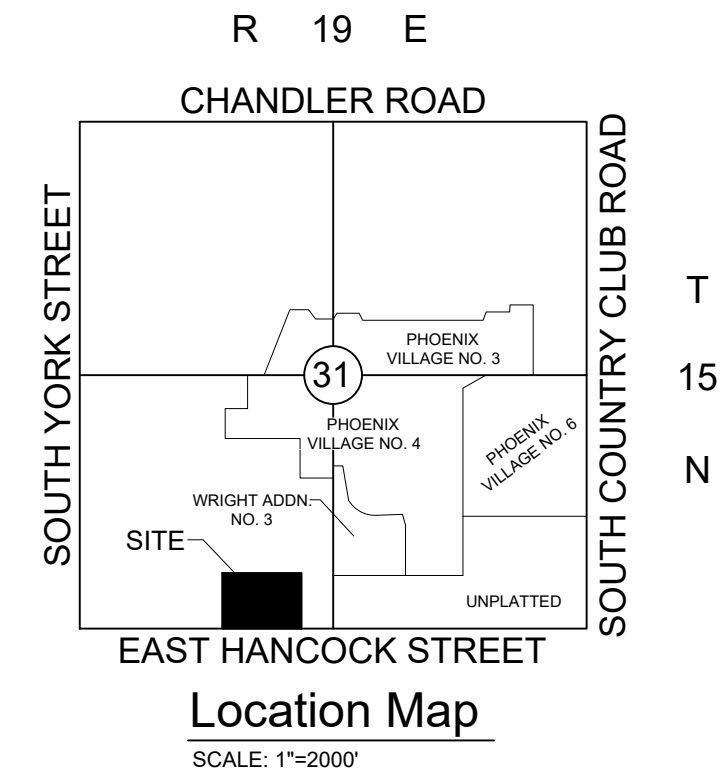
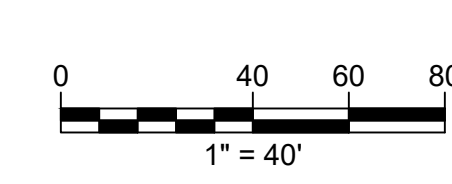
WARRIOR ADDITION

PART OF SECTION THIRTY-ONE (31), TOWNSHIP FIFTEEN (15) NORTH, RANGE NINETEEN (19) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF MUSKOGEE, MUSKOGEE COUNTY, STATE OF OKLAHOMA.

OWNER:
Housing Authority of the Cherokee Nation
P.O. Box 1007
1500 Hensley Drive
Tahlequah, Oklahoma, 74465-1007
CONTACT: (918) 456-5482

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2023
LANCE WOOLSEY, P.E., RA
lance.woolsey@wallace.design

SURVEYOR:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2023
R. WADE BENNETT, PLS 1556
wade.bennett@wallace.design



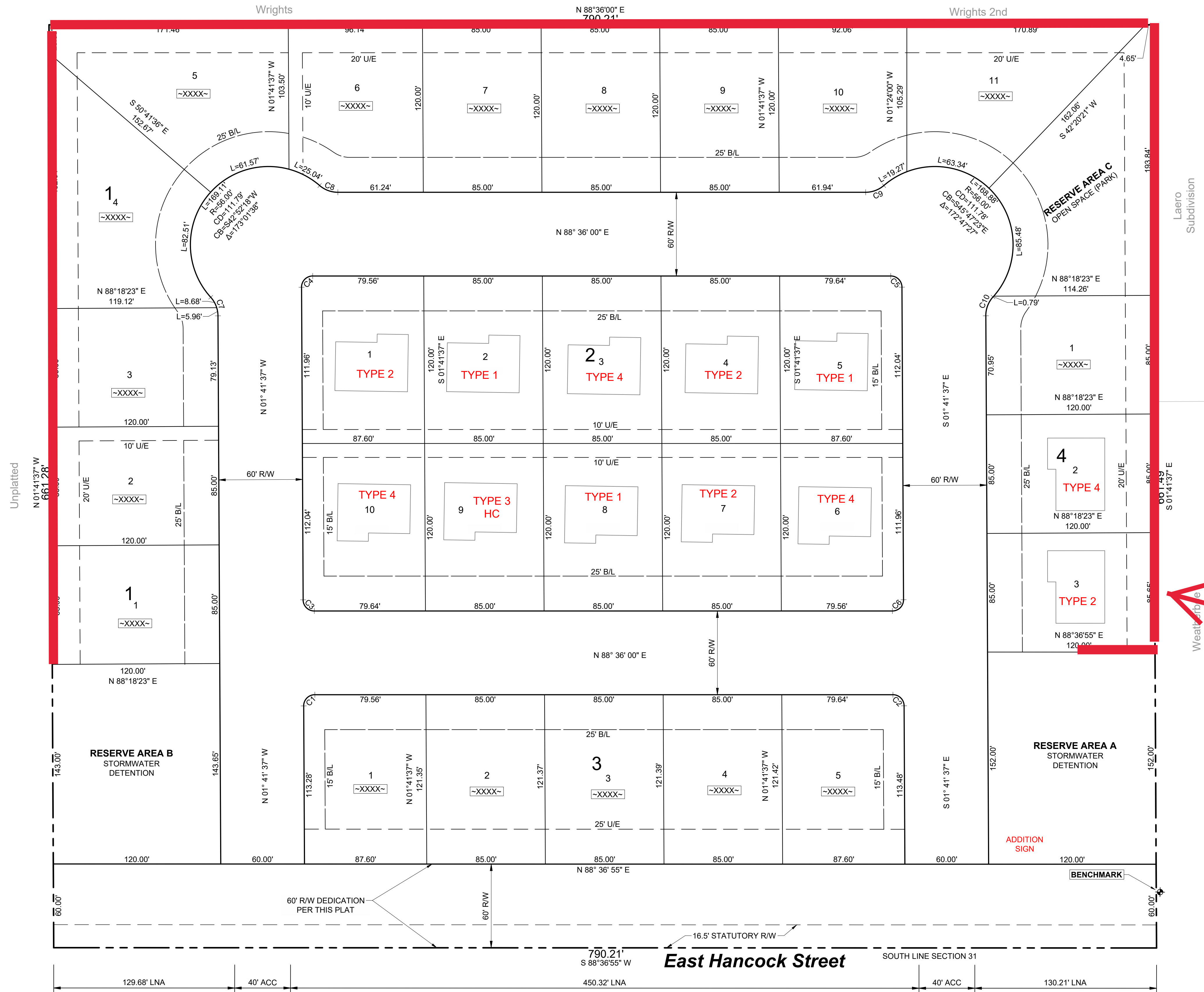
Lot #	Area	(ACRE)
1	10,200.00	0.23
2	10,200.00	0.23
3	10,198.29	0.23
4	14,557.39	0.33
6	11,260.75	0.26
7	10,200.00	0.23
8	10,200.00	0.23
9	10,200.00	0.23
10	10,819.29	0.25
11	12,747.67	0.29

Lot #	Area	(ACRE)
1	10,498.22	0.24
2	10,200.00	0.23
3	10,200.00	0.23
4	10,200.00	0.23
5	10,498.55	0.24
6	10,498.22	0.24
7	10,200.00	0.23
8	10,200.00	0.23
9	10,200.00	0.23
10	10,498.55	0.24

Lot #	Area	(ACRE)
1	10,615.22	0.24
2	10,315.47	0.24
3	10,317.39	0.24
4	10,319.31	0.24
5	10,623.51	0.24

Lot #	Area	(ACRE)
1	10,174.78	0.23
2	10,200.00	0.23
3	10,238.79	0.24

CURVE #	LENGTH (L)	RADIUS (R)	DELTA (Δ)	CHORD BEARING (CB)	CHORD DISTANCE (CD)
C1	12.61'	8.00'	90°17'37"	N43°27'11"E	11.34'
C2	12.53'	8.00'	89°42'23"	S46°32'49"E	11.28'
C3	12.53'	8.00'	89°42'23"	N46°32'49"W	11.28'
C4	12.61'	8.00'	90°17'37"	N43°27'11"E	11.34'
C5	12.53'	8.00'	89°42'23"	S46°32'49"E	11.28'
C6	12.61'	8.00'	90°17'37"	S43°27'11"W	11.34'
C7	14.64'	20.00'	41°56'54"	N22°40'04"W	14.32'
C8	14.24'	20.00'	40°47'06"	S71°00'27"E	13.94'
C9	14.24'	20.00'	40°47'06"	N68°12'27"E	13.94'
C10	14.77'	20.00'	42°17'58"	S19°27'22"W	14.43'



- LEGEND**
- B/L = BUILDING SETBACK
 - ACC = ACCESS
 - LNA = LIMITS OF NO ACCESS
 - R/W = RIGHT-OF-WAY
 - U/E = UTILITY EASEMENT
 - XXXX- = ADDRESS

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS THIRTY (30) LOTS IN THREE (3) BLOCKS AND THREE (3) RESERVE AREAS.
SUBDIVISION CONTAINS 522,628 SF (12 ACRES)
RESERVE AREA A CONTAINS 18,240 SF (0.42 ACRES)
RESERVE AREA B CONTAINS 17,199 SF (0.40 ACRES)
RESERVE AREA C CONTAINS 15,233 SF (0.35 ACRES)
R/W DEDICATED BY PLAT CONTAINS 47,413 SF (1.09 ACRES)
ZONING: R-1

MONUMENTATION
3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

BENCHMARK
3/8" IRON PIN
NORTHING= 275220.978
EASTING=2760033.356
ELEV=545.97

CITY OF MUSKOGEE MONUMENT
BRASS CAP ADS V-4
W. CURB OF S. YORK ST.
BM 561.88 (NGVD 88)
NORTHING=275823.351
EASTING=2757796.492

BASIS OF BEARINGS
HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501. VERTICAL DATUM BASED ON GPS DATA (NAVD88).

ADDRESS NOTE
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

FLOODPLAIN NOTE
PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION (X) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 40101C0255F, WITH A MAP REVISION DATE OF FEBRUARY 4, 2011, FOR MUSKOGEE COUNTY, STATE OF OKLAHOMA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.

SURVEYOR'S LAST SITE VISIT:
APRIL 4, 2023

PRELIMINARY PLAT
WARRIOR ADDITION

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

FOR THE PURPOSE OF PROVIDING ADEQUATE RESTRICTIVE COVENANTS FOR THE MUTUAL BENEFIT OF OURSELVES AND SUCCESSORS IN TITLE TO THE TRACTS HEREINAFTER DESCRIBED, WE DO HEREBY IMPOSE THE FOLLOWING RESTRICTIVE COVENANTS AND RESERVATIONS, THAT SHALL BE INCUMBENT UPON ALL TRANSFEREES, GRANTEEES, AND SUCCESSORS IN TITLE OR INTEREST IN AND TO ANY OF THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:

HOUSING AUTHORITY OF THE CHEROKEE NATION, ("OWNER/DEVELOPER"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF MUSKOGEE, MUSKOGEE COUNTY STATE OF OKLAHOMA ("WARRIOR ADDITION") BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 6 ACRES OF THE EAST 12 ACRES OF THE SOUTH 23.60 ACRES OF LOT 11 AND THE EAST 6 ACRES OF THE WEST 11.6 ACRES OF THE SOUTH 23.60 ACRES (ALSO DESCRIBED AS THE SOUTH 660 FEET OF THE WEST 396 FEET OF THE EAST 1188 FEET OF LOT 11) ALL IN SECTION 31, TOWNSHIP 15 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA.

SECTION I: PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE, FIBER OPTIC, AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH FUTURE LOT OWNER AND SHALL BE ENFORCEABLE BY THE OWNER/DEVELOPER, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, BROADBAND, AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE NORTH, EAST AND WEST PERIMETER BOUNDARIES OF THE SUBDIVISION, IF LOCATED WITHIN A GENERAL UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION WILL BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER(S) OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER(S) OF ELECTRIC, TELEPHONE, BROADBAND, AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, BROADBAND, OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER(S) OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, BROADBAND, AND/OR CABLE TELEVISION FACILITIES, THE SUPPLIER(S) OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANT SET FORTH IN THE PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER(S) OF THE ELECTRIC, TELEPHONE, BROADBAND, OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF MUSKOGEE, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF MUSKOGEE, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF MUSKOGEE, OKLAHOMA, OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR THE DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OR SUCH STRUCTURE AS MAY BE LOCATED UP ON THE LOTS, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. LIMITS OF ACCESS AND NO ACCESS

THERE SHALL BE TWO POINTS OF ACCESS INTO THE SUBDIVISION. SAID LIMITS OF ACCESS SHALL BE DEPICTED AS "ACC" AND LIMITS OF NO ACCESS AS "LNA".

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, BROADBAND, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAN, PROVIDED HOWEVER, THE CITY OF MUSKOGEE, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. RESERVE AREAS

1. RESERVE AREAS "A" AND "B"

RESERVE AREAS "A" AND "B" WILL BE FOR STORM WATER DRAINAGE FACILITIES. SAID AREA WILL BE DEEDED TO AND MAINTAINED BY THE PROPERTY OWNER AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF MUSKOGEE. NO WALL, FENCE, BUILDING, OR OTHER STRUCTURE SHALL BE PLACED OR MAINTAINED IN THE RESERVE AREA. THERE SHALL BE NO ALTERATION OF THE GRADE OR CONTOURS IN THE RESERVE AREA.

2. RESERVE "C"

RESERVE AREA "C" IS DESIGNATED AS A PARK AREA FOR THE USE AND ENJOYMENT OF THE RESIDENTS OF WARRIOR ADDITION. SAID AREA SHALL BE DEEDED TO AND MAINTAINED BY OWNER/DEVELOPER OR HOMEOWNERS ASSOCIATION.

3. THE OWNER OF RESERVE AREAS "A" AND "B" SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH SHOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER OR IMPEDE ACCESS AND ACROSS THE RESERVES, WALKING PATHS AND OR TRIALS WILL BE PERMITTED SO LONG AS THE PLACEMENT DOES NOT IMPEDE DRAINAGE OF STORM AND SURFACE WATERS OR BLOCK ACCESS. IN THE EVENT THE OWNER/DEVELOPER SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE OR, IN THE EVENT OF THE PLACEMENT OF ANY OBSTRUCTION WITHIN, OR THE ALTERATION TO THE GRADE, THE OWNER/DEVELOPER OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COST SHALL BE PAID BY THE OWNER/DEVELOPER.

4. ALL RESERVE AREAS SHALL BE MOWED BY THE OWNER/DEVELOPER OR SUBSEQUENT HOMEOWNERS' ASSOCIATION DURING GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

H. STORMWATER

1. DRAINAGE FACILITIES CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF MUSKOGEE, OKLAHOMA.

2. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT OR ANY DRAINAGE EASEMENT DESIGNATED ON THE PLAT "WARRIOR ADDITION". THE FOREGOING COVENANTS SET FORTH IN PARAGRAPH C SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE HOUSING AUTHORITY OF THE CHEROKEE NATION.

A. EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS.

SECTION II: HOMEOWNERS BUILDING COMMITTEE AND ASSOCIATION

ASSOCIATIONS AND COMMITTEES

THE HOUSING AUTHORITY OF THE CHEROKEE NATION, BY AND THROUGH ITS DIRECTOR, SHALL BE DESIGNATED TO ACT ON BEHALF OF THE INTERESTS OF THE OWNER/DEVELOPER UNTIL SUCH TIME AS THE OWNER/DEVELOPER HAS CONVEYED ONE HUNDRED PERCENT (100%) OF THE PROPERTY, OR TWENTY (20) YEARS FROM THE DATE OF THE INITIAL SALE OF THE LAST LOT DETERMINED TO BE DEVELOPED WITHIN THIS SUBDIVISION, WHICHEVER SHALL OCCUR FIRST, IN TIME. AFTER WHICH, THE PROPERTY OWNERS HAVE THE RIGHT TO DESIGNATE A HOMEOWNERS' ASSOCIATION, BY ALLOWING ONE VOTE PER LOT BY THE LOT OWNER.

SECTION III: ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT AND DURATION

1. SHOULD THE OWNER OF ANY LOT OR LOTS IN "WARRIOR" VIOLATE ANY OF THE RESTRICTIVE COVENANTS OR CONDITIONS HEREIN, AND, AFTER REASONABLE NOTICE, THEREAFTER REFUSE TO CORRECT THE SAME, THEN THE OWNER/DEVELOPER AND OR FUTURE HOMEOWNERS' ASSOCIATION MAY INSTITUTE LEGAL PROCEEDINGS TO ENJOIN, ABATE, OR COLLECT SUCH VIOLATION OF THE RESTRICTIONS OR COVENANTS. IF FOUND IN VIOLATION, THE VIOLATOR SHALL PAY ALL ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES NECESSARILY INCURRED BY THE PERSON INSTITUTING SUCH LEGAL PROCEEDINGS TO MAINTAIN AND ENFORCE THE AFORESAID RESTRICTIONS AND CONDITIONS.

2. THE FOREGOING COVENANTS AND RESTRICTIONS ARE TO RUN WITH THE LAND, AND SHALL BE BINDING ON ALL PERSONS, AND PARTIES CLAIMING UNDER THEM UNTIL DECEMBER 31, 2040, AT WHICH TIME THE SAID COVENANTS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS THE OWNER/DEVELOPER HAS CONVEYED 100 PERCENT (100%) OF THE PROPERTY, OR TWENTY (20) YEARS FROM THE DATE OF THE INITIAL SALE OF A THE LAST LOT DETERMINED TO BE DEVELOPED WITHIN THIS SUBDIVISION, WHICHEVER SHALL OCCUR FIRST, AND THEN THE FOREGOING COVENANTS AND RESTRICTIONS SHALL BE EXTENDED BY A VOTE OF THE THEN EXISTING LOT OWNERS.

3. THE RESTRICTIONS AND COVENANTS CONTAINED HEREIN MAY BE AMENDED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER OR FUTURE HOMEOWNER'S ASSOCIATION. ONCE ESTABLISHED, THE HOMEOWNERS ASSOCIATION MAY PRESCRIBE ITS OWN RULES AND REGULATIONS FOR AMENDING THE RESTRICTIONS AND COVENANTS HEREIN.

4. IN THE EVENT THAT ANY PROVISION, CLAUSE, SENTENCE, SECTION OR OTHER PART OF THE FORGOING RESTRICTIONS AND COVENANTS IS HELD TO BE INVALID, ILLEGAL, INAPPLICABLE, UNCONSTITUTIONAL, CONTRARY TO PUBLIC POLICY, VOID OR UNENFORCEABLE IN LAW TO ANY PERSON OR CIRCUMSTANCE, THE BALANCE OF THE RESTRICTIONS AND COVENANTS SHALL NEVERTHELESS REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHERE _____ HOUSING AUTHORITY OF THE CHEROKEE NATION HAS CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS _____ DAY OF _____, 2023.

BY _____

TITLE _____

STATE OF OKLAHOMA)
)SS
COUNTY OF MUSKOGEE)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THEIR NAMES AS THE MAKERS THEREOF TO THE FOREGOING INSTRUMENT AND USES AND PURPOSE SET FORTH THEREIN GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

BY _____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER IS _____

CERTIFICATE OF SURVEY

I, R. WADE BENNETT, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, STAKED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE AND THAT THE ACCOMPANYING PLAT OF THE ABOVE DESIGNATED "WARRIOR ADDITION", A SUBDIVISION IN MUSKOGEE COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF SAID SURVEY DATED THIS _____ DAY OF _____, 2023.



R. WADE BENNETT PLS #1556

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THEIR NAMES AS THE MAKERS THEREOF TO THE FOREGOING INSTRUMENT AND USES AND PURPOSE SET FORTH THEREIN. GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

BY _____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER IS _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT AS TO ALL REAL ESTATE INVOLVED IN THE PLAT, ALL TAXES HAVE BEEN PAID FOR 20__ US REFLECTED BY THE CURRENT TAX ROLL AND THAT THERE ARE NO TAXES DUE FOR PRIOR YEARS, AND SECURITY HAS BEEN PROVIDED FOR 20__ TAXES NOT AS YET CERTIFIED TO ME.

SHELLY SUMPTER, COUNTY TREASURER

CERTIFICATE OF COUNTY CLERK

THIS PLAT HAS BEEN FILED IN THE OFFICE OF THE COUNTY CLERK, MUSKOGEE COUNTY, OKLAHOMA, THIS ____ DAY OF _____, 20___. BOOK _____, PAGE _____.

BILLY IRVING, COUNTY CLERK

APPROVED: CITY OF MUSKOGEE _____ MAYOR TAMMY L. TRACY, CITY CLERK

DATE _____

ORIG SIZE: 24"x36"

PLOT: 4/10/23

\\civl-server\projects\2240526 CN pre-con Site 2_Muskogee\Draw\PRODUCT\ION\Plat\2240526 DDD.dwg