

PLAT No.

FINAL PLAT OF WINDRUSH II

A SUBDIVISION OF PART OF THE SOUTH HALF (S/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 7, TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST, INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER

WINDRUSH II ON MINGO, LLC
7409 S. 1st ST.
BROKEN ARROW, OKLAHOMA 74011
PH# 918-451-7501

REGISTERED LAND SURVEYOR:

JR DONELSON, INC.
12820 SO. MEMORIAL DR.
OFFICE 100
BIXBY, OK 74008
C.A. NO. 5611, exp. 6-60-23
PH# 918-394-3030

REGISTERED PROFESSIONAL ENGINEER:

COTTLE ENGINEERING COMPANY, PLLC
7409 S. 1st ST.
BROKEN ARROW, OKLAHOMA 74011
C.A. NO. 5014, exp. 06-30-24
PH# 918-451-7501

LOT SUMMARY

BLOCKS 1
LOTS 5

TRACT AREA:

104,179.06 SQ. FT.
2.39 ± ACRE

NOTES:

- 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 DESCRIPTIONS.
- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.
- SET 1/2" IRON PINS AT ALL PROPERTY CORNERS
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DAT (NAD 83).
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH MINGO ROAD.

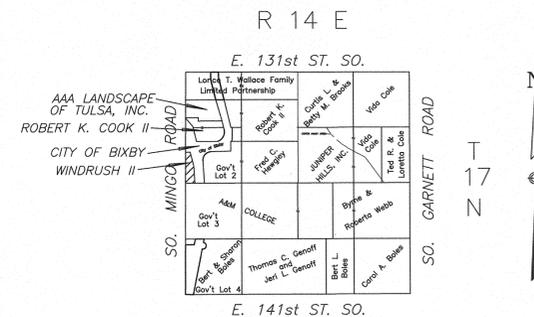
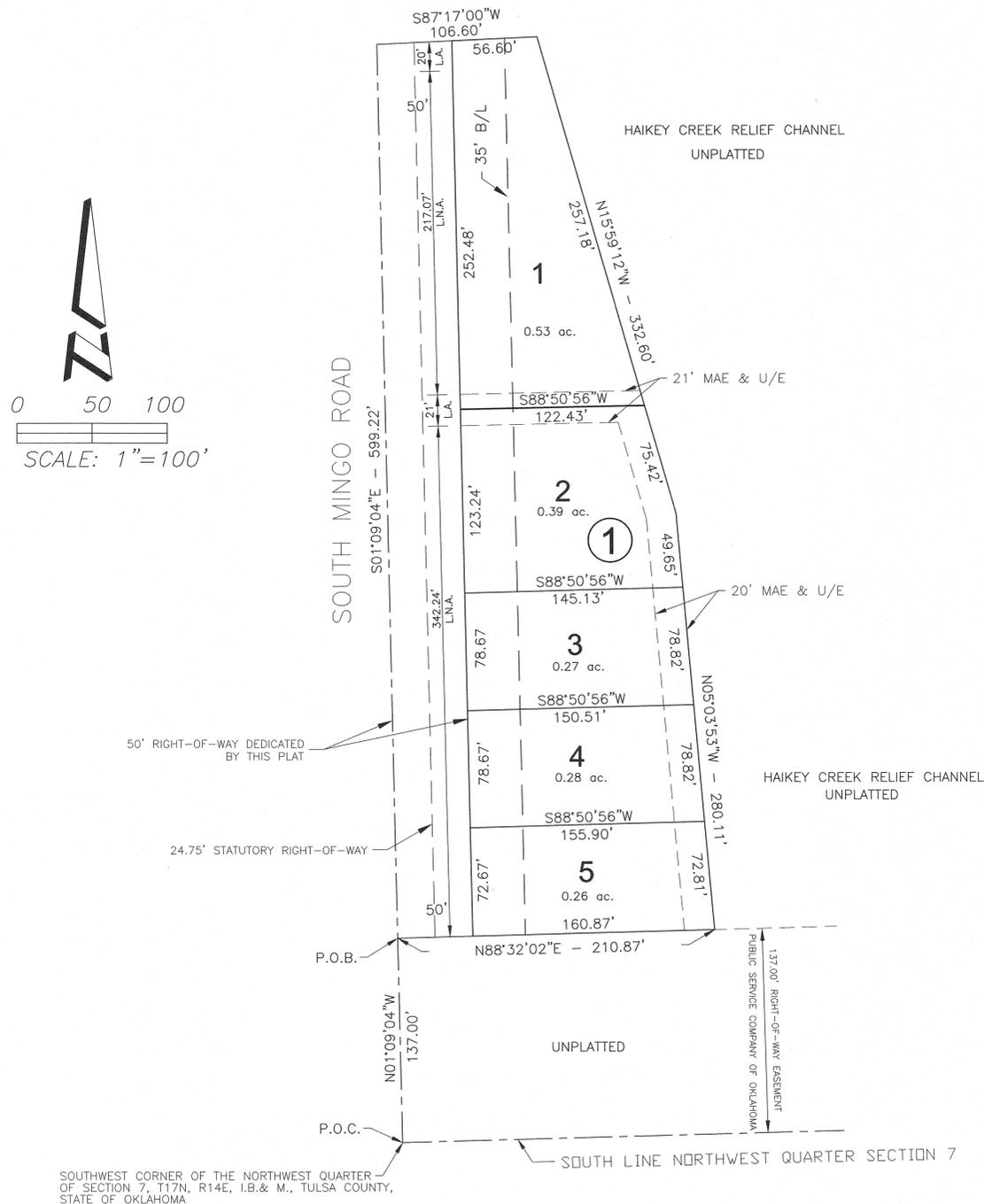
CERTIFICATE

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

I, _____, Tulsa County Clerk, in and for the County and State of Oklahoma above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the _____ day of _____
Tulsa County Clerk

Deputy _____



SECTION 7
LOCATION MAP
SCALE: 1" = 2000'

LEGEND

BUILDING LINE	B/L
UTILITY EASEMENT	U/E
MUTUAL ACCESS EASEMENT	MAE
LIMITS OF NO ACCESS	L.N.A.
LIMITS OF ACCESS	L.A.
POINT OF BEGINNING	P.O.B.
POINT OF COMMENCEMENT	P.O.C.

NOTE:
THE LIMITS OF NO ACCESS 'LNA' DOES NOT APPLY TO PUBLIC UTILITIES.

FINAL PLAT
ENDORSEMENT OF APPROVAL

Tulsa Metropolitan Area Planning Commission
Approval Date: _____

TMAPC/INCOG

COUNTY ENGINEER
Tulsa County Commissioner
Approval Date: _____

CHAIRMAN

The approval of this Final Plat will expire one year from the date of County Commissioners approval if not filed in the Office of the County Clerk before that date.

WINDRUSH II - DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

NOW THEREFORE, the Undersigned, WINDRUSH II ON MINGO, LLC, being the Owner in fee simple of the real estate and being situated in the Tulsa County, State of Oklahoma, and described as follows:

A TRACT OF LAND LOCATED IN THE S/2 OF THE NW/4 OF SECTION 7, T-17-N, R-17-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OK, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE N01°09'04"W ALONG THE WEST LINE OF SAID SECTION 7 A DISTANCE OF 137.00 FEET TO THE POINT OF BEGINNING; THENCE N85°32'02"E A DISTANCE OF 210.87 FEET TO A POINT ON THE EXISTING PROPERTY LINE FOR THE CITY OF BIXBY (DOCK NO. 2011016116) THENCE N05°03'53"W ALONG THE PROPERTY LINE FOR THE CITY OF BIXBY A DISTANCE OF 280.11 FEET; THENCE N15°59'12"W ALONG THE PROPERTY LINE FOR THE CITY OF BIXBY A DISTANCE OF 332.60 FEET; THENCE S87°17'00"W ALONG THE PROPERTY LINE FOR THE CITY OF BIXBY A DISTANCE OF 106.60 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 7; THENCE S01°09'04"E ALONG THE WEST LINE OF SAID SECTION 7 A DISTANCE OF 599.22 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 2.39 ACRES MORE OR LESS.

And the Undersigned Owner has caused the described realty to be surveyed, staked, platted and subdivided into lots, blocks, and streets in conformity with the accompanying plat and have designated the same as "WINDRUSH II", an Addition to the Tulsa County, State of Oklahoma. The Undersigned Owner dedicates, grants, donates, and conveys to the public the streets as shown on this plat and do hereby guarantee clear title to all land that is dedicated for the purpose of providing an orderly development of the entire tract.

"Windrush II on Mingo, LLC" shall be referred to in this Deed of Dedication as "Owner/Developer".

"Successor", as used herein, shall mean Property Owners Association and/or the individual lot owner.

SECTION I. PUBLIC COVENANTS

Now, therefore, the Undersigned Owner/Developer hereby dedicates, grants, donates, and conveys to the public the street rights-of-way depicted on the accompanying plat and do hereby guarantee clear title to all land that is so dedicated. The Owner/Developer does further dedicate for the public use the easements and rights-of-way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or replacing any and all public utilities, including storm and sanitary sewers, telephone lines, power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings and equipment for each such facility, including the poles, wires, conduits, pipes, valves, meters, and any other such appurtenances thereto with the right of ingress and egress to and upon such easements and rights-of-way for the uses and purposes aforesaid; provided, however, that the Owner/Developer hereby reserves the right to construct, maintain, operate, lay out and re-lay water lines and sewer lines together with the right of ingress and egress over, across, and along all of the utility easement areas as shown on the plat for the purpose of furnishing services to the area included within the plat.

The Undersigned Owner/Developer does hereby relinquish the rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter released, altered, or amended by the Tulsa County and approved by the Tulsa Metropolitan Area Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma relating thereto. The foregoing covenant shall be enforceable by Tulsa County or its successors, and the owners of each lot agrees to be bound thereby.

Further, the Owner/Developer, for the purpose of providing an orderly development of the property above-described, (hereinafter referred to as WINDRUSH II), and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner/Developer, its successors, grantees and assigns, does hereby impose the following restrictions and covenants, which shall be as enforceable by the lot owners within WINDRUSH II.

- A. Water and Sewer Service. In connection with the provisions for water and sanitary sewer services, all of the lots in WINDRUSH II are subject to the following covenants and restrictions, to-wit:
1. The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located in 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 water.
2. The City of Bixby, or its successors, will be responsible for ordinary maintenance of public water main or public sanitary sewer main, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
3. The City of Bixby or its successors through its proper agents and employees shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.
4. All water and sanitary sewer lines shall be maintained in good repair by the utility contractor in accordance with the terms and conditions of the Maintenance Bond of which the City of Bixby is the beneficiary.
5. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Bixby or its successors, and the owner of each lot agrees to be bound hereby.
B. Electric, Telephone, Cable Television, and Natural Gas Service. In connection with the installation of underground electric, telephone, cable television, and natural gas services; all lots are subject to the following:
1. Street light poles or standards may be serviced by underground cables and elsewhere throughout said addition.
2. Telephone lines and cable television cables, underground service cables and gas service lines may be run from the nearest service pedestal, transformer, or nearest gas main to the point of usage determined by the location and construction of such structure.
3. The supplier of electric, telephone, cable television, and natural gas services, through their proper agents and employees, shall at all times have the right of access to all easement-ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television, or gas facilities installed by the supplier of the utility service.
4. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television, and natural gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television, or natural gas facilities.
5. The foregoing covenants concerning underground electric, telephone, cable television, and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television, or gas service, and the owner of each lot agrees to be bound hereby.
6. ONG's easement(s) recorded Book 3770, Page 261 and Book 3770, Page 265 remain in full force and effect. ONG's easement(s) predate the right-of-way dedication in this plat and may prohibit or limit certain uses of ONG's right-of-way, including paving, other utility lines, and permanent structures, without ONG's prior written consent.

- C. The Undersigned Owner/Developer will do the following: Provide a paved, all weather Mutual Access drive lane paving that shall serve all lots. The Mutual Access drive hall be private and maintained in good repair across each lot by the Owner of that lot.
D. Paving and Landscaping within Easements. The owner of a lot shall be responsible for damage to the properly-permitted landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat; provided, however, that the City of Bixby or the supplier of the utility service shall use reasonable care in the performance of such activities.
E. Storm Sewer.
1. The City of Bixby, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all public storm sewer infrastructure located in the South Mingo Road rights-of-way to be dedicated, as shown on the plat for the purpose of installing, maintaining, removing, or replacing any of the portions of the public storm sewer infrastructure.
2. The Owner/Developer or its successors, shall be responsible for ordinary maintenance of the private storm sewer system, but the owner of each lot will pay the Owner/Developer for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.

SECTION II. DEVELOPMENT STANDARDS

- A. WINDRUSH II
o Permitted Uses: Residential Multi-Family
o Minimum Lot Width: 75 feet
o Minimum Lot Size: 9,000 sq. ft.
o Maximum Building Height: 45 feet
o Min. Front yard Building line: 35 feet
o Min. Side yard setback: 5 feet
o Min. Rear yard setback: 20 feet
o Facade Materials: Masonry, siding (See Section III. D below.)
o Minimum Building Size per lot: 1,700 sq. ft.
o Maximum Number of Stories: 3
o Dwelling Units: Each building may have multiple dwelling units, provided each unit has an attached, dedicated garage.

- B. Lighting. Lighting used to illuminate the lots shall be so arranged as to shield and direct light away from adjacent residential areas outside this subdivision.
C. Signs.
1. All signs shall comply with the setback, height, size, and other requirements of the Bixby Zoning Ordinance.
2. Flashing signs, changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs with movement shall be prohibited.
D. Access and Circulation. Vehicular access shall be derived from South Mingo Road.
E. Utilities and Drainage. Utilities are either available at the development boundaries or will be provided by customary extension adjacent to the site.
F. Restrictive Covenants, Enforcement. Restrictive covenants are adopted and recorded for the lots with this Plat.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purposes of providing for the orderly development of the subdivision and conformly and compatibility of the improvements therein.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

- A. Building Floor Area. All Buildings shall have at least 2,000 square feet of finished heated living area.
B. Garages/Driveways/Parking. Each dwelling shall have an attached, enclosed garage providing space for a minimum of one (1) automobiles.
C. Foundations. Any exposed foundation shall be covered with brick, stone, or stucco.
D. Masonry. The first story exterior walls of the building erected on any lot shall be 100% brick or stone.
E. Windows. Aluminum windows with a mill finish are not permitted.
F. Roof Pitch. No roof shall have a pitch of less than 4/12.
G. Roofing materials. Roofing shall be #AMPCO? Heritage II, self-sealing composition roofing shingles, or equal.
H. Vents & Chimney Caps. All exposed sheet metal flashings, vent pipes, and chimney caps shall be painted.
I. On-site Construction. No existing or off-site build structure shall be moved onto or place on any lot.
J. Outbuildings. Outbuildings are prohibited unless otherwise approved by the Owner/Developer.
K. Swimming Pools. Above-ground swimming pools are prohibited.
L. Fencing.
1. Fencing shall be in accordance with the City of Bixby Zoning Code, must be approved by Owner/Developer, and shall not exceed six (6) feet in height.
2. Interior fencing or walls shall not extend beyond the building lines of the lot and, if a dwelling is built behind the building line of a lot, fencing may not extend in front of the dwelling.
3. Fencing constructed of wood posts and rails with either black chain link fencing or wood pickets using dog ear? top design will generally be permitted by the Owner/Developer.
4. Any fencing (materials and location) proposed after the Transfer of Control to the Homeowner Association must be reviewed and approved by a written instrument signed and acknowledged by the owners of sixty (60) percent of the lots in WINDRUSH II before construction.
M. Perimeter Fencing. The Owner/Developer herein establishes and reserves the right to dedicate, for subsequent conveyance to the lot owners, a perpetual exclusive easement to erect and maintain entry gates along South Mingo Road within an easement filed by separate instrument. On-going costs for maintenance and repairs shall be equally apportioned and assessed to each lot owner. Any improvements or upgrades to the entry gates may be implemented with a written instrument signed and acknowledged by the owners of sixty (60) percent of the lots in WINDRUSH II.

- N. Antennas. Exterior television, CB Radio, or other type of antenna including satellite dishes shall be prohibited with the following exception - small satellite dishes which do not exceed 18 inches in diameter shall be allowed so long as the dish is installed on the back or side of the dwelling and out of public view as much as possible from any street.
O. Lot Maintenance. Each lot shall be maintained in a neat and orderly manner free of clutter, trash, and other debris.
P. Recreational Vehicles/Trailers. Boats, trailers, campers, motor homes, and similar recreational vehicles shall not be stored on any lot except within an enclosed garage.
Q. Inoperative Vehicles/Machinery/Landscape Equipment. No inoperative vehicles or equipment of any kind shall be stored on any lot except within an enclosed garage.
R. Trash Containers. Trash containers, except during periods of collection, shall be stored out of view from the public and as much as possible from the adjoining property owners.
S. Mailboxes. Mailboxes shall conform to the design specification used for WINDRUSH, or as otherwise designated by the Owner/Developer.
T. Animals. No animals, livestock, or poultry of any kind may be maintained, bred, sold, or kept except that two (2) dogs, two (2) cats, or other household pets may be kept, provided that they are not used for commercial purposes.
U. Noxious Activity. No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

- V. Signage. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or real estate signs used by a builder to advertise the property during the construction and sales period.
W. Outside Storage and Materials. No lot shall be used for the storage of construction materials for a period of greater than thirty (30) days prior to the start of construction, and all exterior construction shall be completed within nine (9) months thereafter.
X. Landscaping. All open lot areas shall be sodded and the front of each residence professionally landscaped within 30 days of completion of the subdivision.

SECTION IV. ENFORCEMENT, AMENDMENT, ETC.

- A. Duration, Amendment, and Severability.
1. Duration. These restrictions shall remain in full force and effect until January 1, 2026, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.
2. Amendment or Termination. The private covenants and restrictions contained in this Deed of Dedication may be amended, modified, changed, or canceled by a written instrument signed and acknowledged by the owners of sixty (60) percent of the lots in WINDRUSH II.
3. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement or decree of any court or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.
4. Enforcement. Enforcement to restrain violation of the covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate any covenants herein, and may be brought by the owner or owners of any lot or having any interest therein, whether acting jointly or severally.
5. Transfer of Control. Once the Owner/Developer owns no lots in WINDRUSH II, the enforcement, modification, and cooperation regarding these covenants and other element of cooperation required by the lot owners of WINDRUSH II shall be permanently delegated to a Homeowners Association committee that will be comprised of the lot owners.
6. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement or decree of any court or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.
7. Enforcement. Enforcement to restrain violation of the covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate any covenants herein, and may be brought by the owner or owners of any lot or having any interest therein, whether acting jointly or severally.
8. Assignment. The Owner/Developer may assign his or its rights, title, and interest to another experienced Developer.

SECTION VI. SURFACE DRAINAGE

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. No property 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 that property owner's lot.

As owner, we hereby certify that we have caused the land described in this plat to be surveyed, divided, mapped, granted, donated, conveyed, dedicated, and access rights reserved as represented on the plat.

In witness whereof, the Owner/Developer have executed this Deed of Dedication on this _____ day of _____, 20____.

Windrush II on Mingo, LLC
Jared Cottle, Manager

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

Before me the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person who subscribed the name thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed for said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
Notary Public
My commission expires: _____

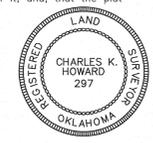
SURVEYORS CERTIFICATE

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, hereby certifies that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat WINDRUSH II is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.
WITNESS my hand and seal this _____ day of _____, 2022.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS
Charles K. Howard, RLS #297
CA 5611 Exp. 6-30-23

Before me the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2022, personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
Notary Public
My commission expires: _____





COTTLE ENGINEERING COMPANY, LLC
7409 SOUTH FIRST
BROKEN ARROW, OK 74011

March 8, 2022

Tulsa Planning Office at INCOG
2 W. 2nd St., 8th Floor
Tulsa, OK 74103

RE: Windrush II
Utilities and Infrastructure

Mr. Foster:

All utilities and infrastructure related to the Windrush II design are complete and in-place.

If you have any questions, comments, or need additional information, please don't hesitate to contact me at 918-344-5899.

Sincerely,

DocuSigned by:

Jared Cottle

0BF18529321F424...

Jared Cottle, P.E.
918-344-5899

cc: J.R. Donelson
File