



Prepared by: Matthew L. Winton <sup>PLLC</sup>  
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## **AMENDMENT & NOTICE OF DISINTEGRATION OF SPRINGS AT CYPRESS PLAINS AS A SUB-ASSOCIATION OF CYPRESS PLAINS**

THIS AMENDMENT & NOTICE OF DISINTEGRATION is made this 21<sup>st</sup> day of January, 2025, by IH Development LLC, an Oklahoma limited liability company and Declarant of the Cypress Plains Addition ("IHD Declarant"), and Landmark Land Company, LLC, an Oklahoma limited liability company and Declarant of the Springs at Cypress Plains Addition ("Landmark Declarant"), by their mutual consent and exercise of Declarant rights.

### **Section 1 – Purpose of Amendment & Notice of Disintegration.**

IHD Declarant is the Declarant of the Cypress Plains Addition comprised of platted property more particularly described within Exhibit "A" hereto. Landmark Declarant is the Declarant for the Springs at Cypress Plains Addition comprised of platted property more particularly described within Exhibit "B" hereto. Together, both Declarants intend by the Recording of this Amendment & Notice to amend and alter certain provisions of the Cypress Plains Declaration filed at Book 15678, Page 1377, as may be supplemented and amended (the Original Cypress Plains Declaration) and of the Springs at Cypress Plains Declaration filed at Book 15678, Page 1539, as may be supplemented and amended (the Original Springs Declaration). The Declarants execute and adopt this Amendment & Notice pursuant to their authority granted and reserved within the Original Cypress Plains Declaration and Original Springs Declaration. Declarants intend by this instrument to disintegrate the Springs at Cypress Plains as a sub-association of Cypress Plains and any interpretation shall be construed to effectuate such intent.

### **Section 2 – Amendments.**

**Amendment 1. Removal of Sub-Association.** In order to effectuate the removal of Springs at Cypress Plains Lots and their Owners as Class "C" Members of Cypress Plains Homeowners Association, Inc., Declarants hereby amend those provisions within the Original Cypress Plains Declaration and Springs at Cypress Plains Declaration, including: modification of Sections 2.6, 2.10, and deletion of Section 2.25 relative to Cypress Plains and Springs at Cypress Plains having any interrelation or common development plan or expense sharing, and deletion of each reference to "Class 'C' Member" throughout each Declaration.

Further, IHD Declarant amends the Original Cypress Plains Declaration by removing Section 8.11, 6.3(4) and all references to Class "C" Member, including but not limited to such references within Sections 2.13, 7.2, 8.4, 8.5, 16, 18.2, the Bylaws, and Exhibit "E."

Hereafter, no Springs at Cypress Plains Lot Owner shall have any membership rights or privileges within the Cypress Plains Homeowners Association, Inc., and any Class "C" membership is hereby terminated. Hereafter, each respective community association for each Addition shall bear sole responsibility for the maintenance, repair, and expense of its platted Common Area without contribution or assistance from the other community association, its members, or constituent Lot Owners.

Beginning with calendar year 2025, Base Assessments for Springs at Cypress Plains Lot Owners shall be \$2,300.00 per Lot, and Exhibit "E" to the Original Springs Declaration is hereby amended accordingly.

**Amendment 2. Cypress Plains Common Areas definition.** Section 2.6 to the Original Cypress Plains Declaration is hereby deleted in its entirety and replaced with the following:

2.6 "**Common Area**": All real property described within Exhibits "A" or "B," including any personal property and improvements thereon, including easements, which the Association owns, leases or otherwise holds possessory or use rights in or for the common use and enjoyment of the Owners. Common Area maintained by the Association shall include 1) all common signage for the Addition, 2) screening and interior fencing installed by or at the direction of the Declarant, 3) ornamental street lights installed by or at the direction of the Declarant, and 4) the private common roadway and gates, including any facilities and utilities appurtenant to such gate and private roadway. To the extent the Addition includes a bio-swale and/or WQPZ or similarly platted area, such areas shall be Common Area.

**Amendment 3. Cypress Plains Common Area Private Roadway Easement.** A new Section 11.9 is hereby added to the Original Cypress Plains Declaration:

**11.9 Private Roadway Easement.**

The Property shall be and is hereby subject to a private roadway easement (the Roadway Easement) for the purpose of ingress and egress to the Property as set out within the Plat, including use by the Declarant, Lot Owners, Association, their guests and invitees, and fire, safety, and utilities. The Roadway Easement is an "easement" included within the defined term Common Area herein. The Association shall have possessory, use, and maintenance over the Roadway Easement for the benefit of the Owners.

**Section 3 – Additional Declarations.**


All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Original Declarations and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully

set out within this Amendment. All such terms and provisions, unless expressly and specifically modified by this Amendment, shall remain in effect as first Recorded in the Original Declarations and Supplemental Declaration as amended, Declarants hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment and Notice on the signature block below the date and year first written above.

**IH DEVELOPMENT, LLC – CYPRESS PLAINS DECLARANT**

An Oklahoma limited liability company

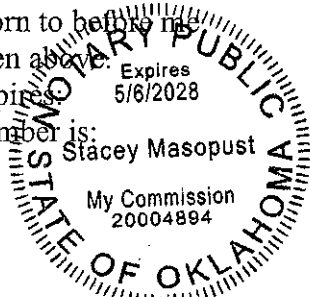
By:   
Duly authorized Member/Manager

**ACKNOWLEDGEMENT**

State of Oklahoma }  
                                  } ss  
County of Cleveland }

Before me, the undersigned Notary Public in and for the above county and state, on the date of January 21, 2025, personally appeared the person signing above, known to me to be the identical person who executed their name to the foregoing Amendment, who is the duly authorized agent for the Declarant for the execution of such Amendment, who acknowledged to me that they did so as their free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Amendment.

Subscribed and sworn to before me  
The date next written above:  
My commission expires: Expires 5/6/2028  
My commission number is: Stacey Masopust  
My Commission 20004894

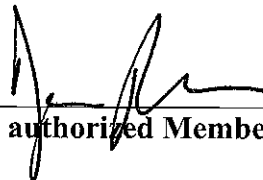


Notary Public, By: Stacey Masopust

*we* Landmark Fine Homes  
2900 Washington Dr, Norman OK,  
73069

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment and Notice on the signature block below the date and year first written above.

**LANDMARK LAND COMPANY, LLC – SPRINGS AT CYPRESS PLAINS DECLARANT**  
An Oklahoma limited liability company

By:   
**Duly authorized Member/Manager**

**ACKNOWLEDGEMENT**

State of Oklahoma     }  
                                      } ss  
County of Cleveland   }

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Subscribed and sworn to before me  
The date next written above  
My commission expires:  
My commission number



Notary Public, By: Stacey Masopust

**Exhibit "A"**

**LOTS 1 THROUGH 5 INCLUSIVE BLOCK 1  
LOTS 1 THROUGH 9 INCLUSIVE BLOCK 2  
LOTS 1 THROUGH 14 INCLUSIVE BLOCK 3  
LOTS 1 THROUGH 11 INCLUSIVE BLOCK 4  
LOTS 1 THROUGH 12 INCLUSIVE BLOCK 5  
ALL WITHIN CYPRESS PLAINS PHASE 1, AN ADDITION TO THE CITY OF  
OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA, ACCORDING  
TO THE RECORDED PLAT THERETO.**

**Exhibit "B"**

**LOTS 1 THROUGH 16 INCLUSIVE BLOCK 1  
LOTS 1 THROUGH 5 INCLUSIVE BLOCK 2  
LOTS 1 THROUGH 5 INCLUSIVE BLOCK 3  
LOTS 1 THROUGH 10 INCLUSIVE BLOCK 4  
ALL WITHIN CYPRESS PLAINS PHASE 2, AN ADDITION TO THE CITY OF  
OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA, ACCORDING  
TO THE RECORDED PLAT THERETO.**