

4 pgs  
AMEND

20233479

**AMENDMENT TO DECLARATION OF  
RESTRICTIONS, CONDITIONS, EASEMENTS, COVENANTS, AGREEMENTS,  
LIENS, AND CHARGES OF THE MAVERICK SUBDIVISION**

**THIS AMENDMENT TO DECLARATION OF DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS, COVENANTS, AGREEMENTS, LIENS, AND CAHRGES OF THE MAVERICK SUBDIVISION** (this "Amendment") dated as of September 30<sup>th</sup>, 2022, is made and entered into by MTX960, LLC, a North Carolina limited liability company (hereinafter referred to as "Declarant");

Declarant has been appointed under that certain Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Lien, and Charges of the Maverick Subdivision (the "Declaration") recorded under Document No. 20227132 in the Official Public Records of Gillespie County, Texas (the "Public Registry") (All capitalized terms not otherwise defined in the Amendment to the Declaration shall have the same meaning as in the Declaration).

Declarant pursuant to Article VII of the Declaration, has the right to unilaterally amend the Declaration, and Declarant now desires to amend the Declaration in certain respects as set forth herein, among other things, to clarify certain provisions of the Declaration.

NOWTHEREFORE, Declarant by this Amendment does herby amend the Declaration, as follows:

1. **Article XXI. Miscellaneous.** is hereby deleted and substituted with the following:

“ **Article XXI.**

**Miscellaneous.**

As to Lot 20, Lot 20 shall be exempt from restrictions mentioned in Article II Sections 1-

16.

As to Lot 22, Lot 22 shall be exempt from restrictions mentioned in Article II Sections 1-

16. Lot 22 includes an existing structure which shall also be exempt from restrictions mentioned in Article II Sections 1-16.

As to Lot 49, a driveway easement from the Common Area pool to the parking lot shall encumber Lot 49 benefiting the Association; and the Association will add Lot 49 Owner as an additional insured to the Association Common Area insurance policy.

As to Lot 53, Lot 53 shall be exempt from restrictions mentioned in Article II Sections 1-16. Lot 53 includes an existing structure which shall also be exempt from restrictions mentioned in Article II Sections 1-16.

As to Lot 97, Lot 97 shall be exempt from restrictions with exceptions of commercial farming and as mentioned in Article II Section 1 as it pertains to nothing closer than one hundred (100) feet to property lines of Lot 96. If assessments are due and Lot 97 Owner wishes to not pay assessments Lot 97 Owner, or its guests or tenants will no longer have authorized use or access of common areas or roads. If Lot 97 Owner wishes rejoin the Association, they must notify the Association in writing; and Lot 97 Owner or its guests or tenants will be allowed to start paying again and have access to the common areas or roads at any time but must pay back all the previous years in arrears for non-payment.

If assessments are due and Lot 96 Owner wishes to not pay Assessments Lot 96 Owner, or its guests or tenants will no longer have authorized use or access of Common Areas or roads. If Lot 96 Owner wishes rejoin the Association, they must notify the Association in writing; and Lot 96 Owner or its guests or tenants will be allowed to start paying again and have access to the Common Areas or roads at any time but must pay back all the previous years in arrears for non-payment.

As to Lot 129, Lot 129 shall be exempt from restrictions, as mentioned in Article II Sections

1-16.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its managers, the day and year first above written.”

2. All covenants, conditions, restrictions, and easements established by and contained in the Declaration shall remain in full force and effect, as amended hereby.

[Signatures to follow]

EXECUTED on this 7th day of June, 2023.

**DECLARANT:**

**MTX 960, LLC,**  
a North Carolina limited liability company

By: \_\_\_\_\_  
Printed Name: Peter Springer  
Title: Manager

STATE OF NORTH CAROLINA §  
§  
COUNTY OF MECKLENBURG §

This instrument was acknowledged before me on the day of June 7, 2023,  
by Peter Springer, the Manager of MTX960, LLC, a North Carolina  
limited liability company, on behalf of said limited liability company.

[seal]

Stephani L. Walker  
Notary Public, State of North Carolina

STEPHANI L. WALKER  
NOTARY PUBLIC  
Rowan County  
State of North Carolina  
My Comm. Expires September 11, 2026

**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

Lindsey Brown

Lindsey Brown, County Clerk  
Gillespie County Texas  
June 15, 2023 11:00:58 AM



FEE: \$38.00 JCOSTON  
AMEND

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