



After Recording Return To:  
Robert D. Burton  
Winstead PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
email: [rburton@winstead.com](mailto:rburton@winstead.com)

**CHARLESTON MILLS TOWNHOMES  
FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

***BRAZOS COUNTY, TEXAS***

**Declarant: AMSTAD BLACKSTONE JV, LLC, a Texas limited liability company**

**Cross-reference to Declaration of Covenants, Conditions and Restrictions for Charleston Mills Townhomes, recorded under Document No. 1521426 in the Official Public Records of Brazos County, Texas, as the same may be amended from time to time.**

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
CHARLESTON MILLS TOWNHOMES**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Charleston Mills Townhomes (this "**Amendment**"), is made by **AMSTAD BLACKSTONE JV, LLC**, an Texas limited liability company (the "**Declarant**"), and is as follows:

**RECITALS:**

A. Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Charleston Mills Townhomes, recorded under Document No. 1521426 in the Official Public Records of Brazos County, Texas, as the same may be amended from time to time (the "**Declaration**").

B. Pursuant to *Article 11.3* of the Declaration, the Declaration may be amended by Declarant acting alone.

C. Declarant now desires to amend the Declaration as set forth hereinbelow.

**NOW THEREFORE**, Declarant hereby amends and modifies the Declaration as follows:

1. **Rentals.** *Section 2.4* of the Declaration is hereby deleted in its entirety and replaced by the following:

2.4 **Rentals and Leasing.** "**Lease**", "**Leased**", and "**Leasing**" shall refer to the occupancy of a Lot and the Improvements thereon by a person other than the Owner, for which the Owner receives any consideration or benefit. Any Lot that is Leased shall be Leased only its entirety; separate rooms, floors or other areas within a Lot may not be separately Leased. No Lot may be rented for transient or hotel purposes. All Leases must be in writing and shall disclose that the tenants and are bound and obligated to comply with the Restrictions and any rules and policies associated with leases (collectively, the "**Rental Policy**") adopted from time to time by Declarant during the Development Period, and the Board thereafter. The Declarant, during the Development Period, shall have the right to designate a third party rental manager (the "**Rental Manager**") to facilitate all leasing within the Property. **IF DESIGNATED, THE RENTAL MANAGER SHALL BE THE EXCLUSIVE METHOD AVAILABLE TO OWNERS FOR LISTING AND RENTING THEIR LOT.** The designation of a Rental Manager may be adopted in the Rental Policy or by a written and Recorded instrument. Declarant, during the Development Period, and thereafter the Board, shall have the right

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amend such designation from time-to-time. Declarant and its affiliates shall be exempt from the rental restrictions contained in this *Section 2.4*, and this *Section 2.4* may not be amended or modified during the Development Period without Declarant's written and acknowledged consent.

(a). Leasing Provisions - Generally. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that all rentals must be for terms of at least eleven (11) months. The Owner or Rental Manager shall provide to any lessee copies of the Restrictions and shall notify such lessee of any changes or additions thereto. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. Leasing of a Lot pursuant to this *Section 2.4* shall not be considered a prohibited commercial use of Lot pursuant to *Section 2.3* of this Declaration. **If a Rental Manager has been designated pursuant to this *Section 2.4*, all leases shall be administered by the Rental Manager, except for leases wherein the tenant is a family member of the Owner.**

2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

CHARLESTON MILLS TOWNHOMES  
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EXECUTED to be effective on the date this instrument is Recorded.

**DECLARANT:**

**AMSTAD BLACKSTONE JV, LLC,**  
a Texas limited liability company

By: 

Printed Name: Jason Coats

Title: Partner

THE STATE OF TEXAS

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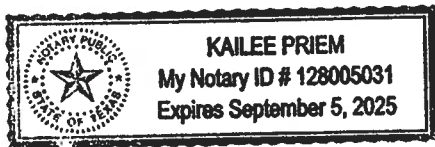
COUNTY OF Brazos

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This instrument was acknowledged before me this 20<sup>th</sup> day of May, 2024 by Jason Coats, Partner of AMSTAD BLACKSTONE JV, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

  
Notary Public Signature



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