

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CHATEAU WOODS**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Chateau Woods (hereinafter the "Declaration"), executed on or about February 27, 2007, was recorded in the Official Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2007-024115;

WHEREAS, Article 24 of the Declaration provides, in pertinent part, as follows:

"Declarant reserves the right in its sole discretion to amend, alter, delete, or remove these restrictions without the consent of Owners so long as Class B membership exists, where such amendment, alteration, deletion or removal is in the best interest of the Owners as determined by Declarant in its sole discretion. The sole restriction on Declarant's ability to amend the Declaration in this fashion is that the amendment must not be illegal or against public policy."

WHEREAS, the Class B membership still exists and the Declarant desires to amend the Declaration;

NOW THEREFORE, Article 7 of the Declaration is hereby amended to read as follows:

"Mobile homes and modular homes are prohibited on any lot, whether or not wheels are attached. Except where preempted by federal or state law or regulation, no antenna of any kind may be placed, kept or maintained on any lot except (a) a "wire" or "tube" antenna for receiving usual and ordinary AM-FM radio and television signals, which antenna must be contained within the attic space of the residence, and (b) "dish" or "satellite" receiver, of not greater than one (1) meter in diameter, to be installed only on the side or back of the house, not to be visible from the street and not to exceed the height of the tallest part of the house structure. No broadcast antenna or antenna of any kind used for output devices may be placed outside any residence. No patio cover may be erected on the side of any residence if such construction will be within fifteen feet (15') of the adjoining residence. No clothesline shall be constructed unless concealed from general view by fences, buildings and/or landscape as may be required by the Architectural Control Committee. No mail box, skateboard ramps, or other athletic apparatus may be erected, maintained or placed, at any time, in front of the front building setback line established by the recorded Plat. Without limiting the foregoing limitations, no flag poles, portable building, tent, shed, barn, basketball goals or other portable structure of any nature or kind shall be placed on any lot without the prior written approval by the Architectural Control Committee; provided, however, that a temporary office, flag poles and work-shed may be placed upon a lot by a home building company, without such approval for use in connection with the erection and/or original sale of dwellings in the aforementioned subdivision, but

such temporary office, flag poles and work-shed shall be removed at completion of the erection or sale of the dwellings, whichever is applicable. Any such permitted temporary structure shall never be used for residential purposes.”

NOW THEREFORE, Article 16 of the Declaration is hereby amended to read as follows:

- 16.1 Owners and Realtors. An Owner and/or Realtor, not including Builders, of a lot shall be entitled to display one sign thereon from time to time for purposes of selling or renting the property; provided, that each face of such sign shall be rectangular in shape and shall not exceed three (3) square feet in surface area, and that the content of such sign be limited to the words "Sold", "For Sale", or "For Rent", the name and telephone number of the seller or real estate agent, and the words "Shown by Appointment Only". No "For Sale" or "For Rent" sign shall be displayed unless a telephone number, where daytime inquires can be answered is listed in numbers readable from the curbside. No "For Sale" or "For Rent" sign shall be displayed for any purpose other than a bona fide offer to sell or to rent the property upon which the sign is located. No "Sold" signs shall remain on a lot more than two (2) weeks after completion of the sale.

- 16.2 Builders. During the period of lot sales and construction of new residences, Builders shall have the right to place directional signs and other "Available," "Will Build to Suit," "Sold," "For Sale" or "Sale Pending" signs; provided, that each face of such sign shall be rectangular in shape and shall not exceed three (3) square feet in surface area, and that the content of such sign be limited to the words mentioned above, the name and telephone number of the Builder, and the words "Shown by Appointment Only". No sign shall be displayed unless a telephone number, where daytime inquires can be answered is listed in numbers readable from the curbside. No sign shall be displayed for any purpose other than a bona fide offer to sell the property upon which the sign is located. No "Sold" signs shall remain on a lot more than two (2) weeks after completion of the sale. Builder may submit to Architectural Control Committee an alternate design, acceptance of which is at the sole discretion of the Architectural Control Committee. Acceptance must be in writing and may be withheld or denied without cause. Any acceptance may also be withdrawn without cause at any time by written notice to the builder.

- 16.3 Declarant. The Declarant reserves the exclusive right to erect, place or maintain such signs upon any portion of the Property as in its sole discretion it determines may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Property. Such facilities may include, but are not necessarily limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.
- 16.4 Security. For purposes of security and safety, an Owner install one sign on his lot noting the existence of a residential security system; no such sign shall exceed one (1) square foot in surface area or be placed greater than two (2) feet from the residence.
- 16.5 Exceptions. The Association may place signs on lots noting special accomplishments, such as awards for "Yard of the Month", Christmas decorating, and landscape.
- 16.6 Removal. No other sign, advertisement, billboard or advertising structure of any kind may be erected or maintained within subdivision boundaries without first having obtained the consent in writing of the Board of Directors of the hereinafter named Association, which consent may be withheld without cause and which consent may not be given unless the Board finds that the sign will create a benefit for the general membership of the Association. Said Board of Directors of the Association shall have the right to remove any unpermitted sign, advertisement, billboard or structure which is erected or placed on any lot or adjacent easement or right-a-way without such consent, and in so doing, shall not be subject to any liability for trespass or other tort in connection therewith.
- 16.7 Vehicles. No sign shall be displayed on any motor vehicle, trailer, bus, boat, camper or related means of transportation, except for commercial vehicles upon which the following may appear: (1) the name of the business owning or leasing the vehicle, (2) the street address of the business owning or leasing the vehicle, (3) the telephone number of the business owning or leasing the vehicle, (4) any license number of the business owning or leasing the vehicle required by a regulatory authority, and (5) any logo of the business owning or leasing the vehicle. As used herein the term "commercial vehicle" shall mean a motor vehicle that (1) is owned or leased by a business, (2) is utilized solely in the furtherance of the business purpose, (3) is utilized solely for transporting equipment, parts and tools used for the business purpose, (4) is covered by a policy of insurance as a commercial vehicle, and (5) is not used for general transportation of the primary driver. No sign of a temporary nature, i.e. magnetic or easily removed and replaced, shall be allowed.

16.8 Location. No sign of any kind shall be placed or allowed to remain on any private street, public street, or right-of-way.

NOW THEREFORE, Article 17 is hereby amended to add the following additional paragraphs:

“Commercial motor vehicles shall not be parked or stored on any portion of any lot, street, common area, right-of-way, easements and/or any portion of the subdivision. Commercial vehicles have the same definition as set for in the Texas Transportation Code § 522.003 (5). The term commercial vehicles shall specifically included but is not limited to vehicles commonly referred to as 18-wheelers.

“No four-wheelers, motorcycles, vehicles or equipment of any kind, including but not limited to the ones specifically referenced in Article 17, shall be driven on any reserve or vacant lot unless necessary by an authorized agent of the Association for required maintenance or emergencies or unless approved in advance by the Architectural Control Committee.”

NOW THEREFORE, Article 18 is hereby amended to add the following additional paragraph:

“The Association may levy a reasonable monetary fine against an Owner for a violation of these Restrictions. Such fines shall constitute a lien upon the Owner’s Lot and shall be collected in the same manner as the maintenance charge. The Board shall have complete discretion to determine a fine policy.

NOW THEREFORE, Article 19 is hereby amended to add the following additional paragraph:

“Class B Member or Members shall be expressly exempt from any special assessment.”

Nothing herein is intended to alter, modify or amend the Declaration, except as specifically provided hereinabove.

IN WITNESS WHEREOF, I am a Managing Member of MARLCO LTD, the Declarant of the Chateau Woods subdivision and I have executed this First Amendment to the Declaration to be effective as of the 1st day of JANUARY, 2010.

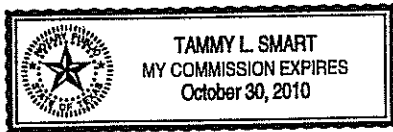
MARLCO LTD.


By: 

Print Name: J. Mark Dooley
MANAGING MEMBER

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me, on the 1st day of JANUARY, 2010, by J. Mark Dooley, Managing Member of MARLCO LTD., the Declarant of the Chateau Woods subdivision in Montgomery County, Texas.



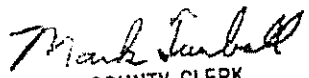

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058

FILED FOR RECORD

2010 JAN 25 PM 3: 37


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

JAN 25 2010




County Clerk
Montgomery County, Texas