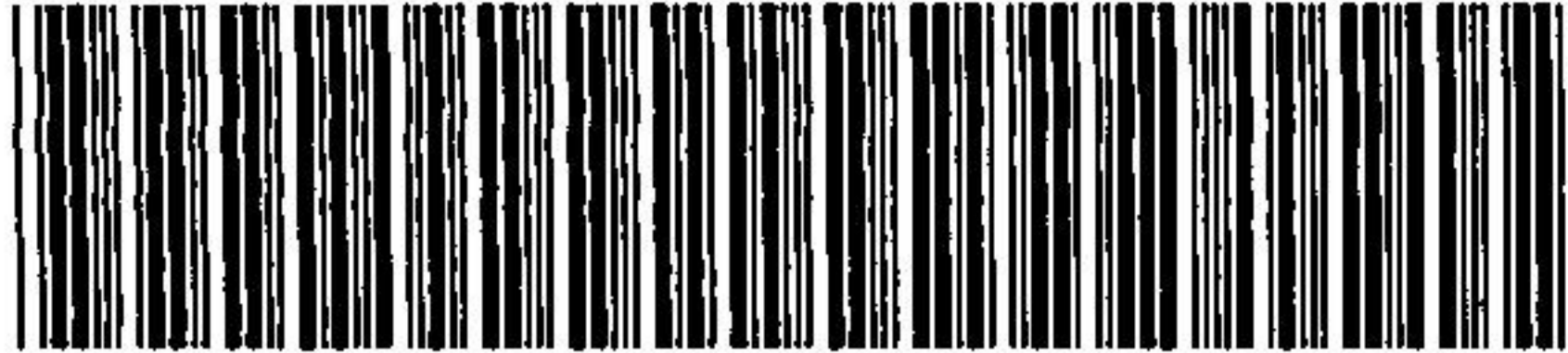


Denton County  
Cynthia Mitchell  
County Clerk  
Denton, TX 76202



70 2004 0011 3906

Instrument Number: 2004-113906

As

Recorded On: August 26, 2004

Amendment

Parties: CHATEAU GROUP I LTD

To

Billable Pages: 5

Number of Pages: 5

Comment:

**\*\* Examined and Charged as Follows: \*\***

Amendment	22 00
Total Recording:	22.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

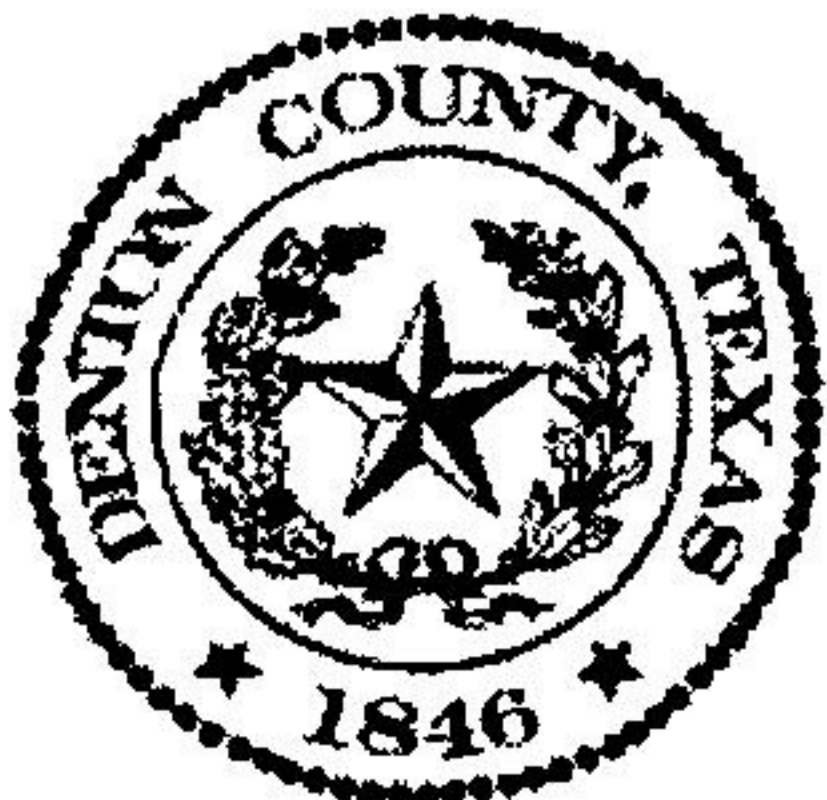
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law

**File Information:**

**Record and Return To:**

Document Number. 2004-113906  
Receipt Number. 134348  
Recorded Date/Time: August 26, 2004 11:04A  
User / Station J Morris - Cash Station 1

AMERICAN TITLE CO  
550 BAILEY AVE STE 550  
FORT WORTH TX 76107



THE STATE OF TEXAS }  
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas

*C Mitchell*

County Clerk  
Denton County, Texas

**AMENDMENT TO DECLARATION OF RESTRICTIONS,  
COVENANTS AND CONDITIONS**

This Amendment to Declaration of Restrictions, Covenants and Conditions is made effective as of August 23, 2004 by Chateau Group I, Ltd., a Texas limited partnership ("Chateau I") and Chateau Group II, Ltd., a Texas limited partnership ("Chateau II") and Triple "T" Farms, Ltd., a Texas limited partnership ("Triple T") joined in this instrument for the purpose of expressing their consent and agreement to such amendments.

**RECITALS**

1. On or about April 6, 2004, Chateau I, Chateau II and Triple T (collectively, "Declarant") executed and delivered that certain First Amended and Restated Declaration of Restrictions, Covenants and Conditions of Chateau du Lac (the "Declaration").

2. Except as expressly given other definition or meaning in this Amendment, all capitalized terms and phrases shall have the meaning described thereto in the Declaration.

3. SECTION SEVEN, SECTION 1 of the Declaration provides, among other things, that:

"Notwithstanding any other provision hereof [the Declaration], Declarant reserves the right... to waiver, vary or amend... the Application of any of these covenants and restrictions to such portion of the Property if, in the sole discretion of Declarant, such action be necessary be necessary to relieve hardship or permit good architectural planning to be effected."

4. SECTION SIX, ITEM A OF THE DECLARATIONS provides:

"Until Declarant shall have conveyed by deed all of the lots of the Property, Declarant ..., shall have the right and authority to modify or amend in writing any of the reservations, restrictions and/or covenants set forth in this Declaration at any time upon the filing of such amendment in the real property records of Denton County, Texas without prior notice to or consent of any owner, person or entity.

5. At the time of the execution and delivery of this Amendment, Declarant owns, among other Lots: Lot 8, Block B and Lot 9, Block B of Chateau du Lac, Phase One (the "Property").

6. After analyzing the topography of Lot 9, Block B, Chateau du Lac, Phase One ("Lot 9"), Declarant has determined that a hardship exists and good architectural planning requires that no pedestrian access be permitted in the pedestrian walkway on the south line of Lot 9 and that the residential structure to be situated on said Lot 9 is best located at a location generally near the southern most building set back line on said Lot and further that a privacy fence associated with such residential structure should be permitted within the said fifteen foot

(15') drainage easement and pedestrian walkway all the way to the south property line of said Lot 9.

**AMENDMENT PROVISIONS**

7. THE FOLLOWING IS ADDED AS ITEM S AT THE END OF SECTION THREE OF THE DECLARATION:

“All access, pedestrian and vehicular and otherwise, is prohibited in that portion of the fifteen foot (15') drainage easement and pedestrian walkway situated on Lot 9, Block B, Chateau du Lac, Phase One (“Lot 9”) of the Property as recorded on the plat thereof recorded at Cabinet T, Page 302, Plat Records, Denton County, Texas. The owner of Lot 9 shall be permitted to construct a fence, otherwise in compliance with the provisions of this Declaration, across that portion of such fifteen foot (15') drainage easement and pedestrian walkway which is situated at Lot 9 and may exclude access across such portion of said Lot 9. All provisions of this Declaration contrary to the foregoing provisions of this Item S are hereby amended and negated.”

8. By separate instrument, Declarant may provide a pedestrian walkway not to exceed fifteen feet (15') in width which runs from the end of Rue Jordan (on the east) to the government property for Lake Grapevine (on the west) and is situated on Lot 8, Block B, Chateau du Lac, Phase One of the Property (“Lot 8”) along and adjacent to the common boundary between said Lot 9 and Lot 8, Block B, Chateau du Lac, Phase One of the Property.


9. Except as expressly hereby amended, all provisions, covenants, restrictions and terms of the Declaration shall remain in full force and effect, unamended.

Pursuant to the power and authority granted and reserved under the Declarant in the Declaration, this Amendment is executed and given in amendment of the Declaration and is dated and effective this 23<sup>rd</sup> day of August, 2004.

DECLARANT:

CHATEAU GROUP I, LTD., a Texas limited partnership

By: USM CAPITAL, LLC, a Texas limited liability company, its general partner

By:   
Gary Hazlewood, Managing Member

CHATEAU GROUP II, LTD., a Texas limited partnership

By: USM CAPITAL, LLC, a Texas limited liability company, its general partner

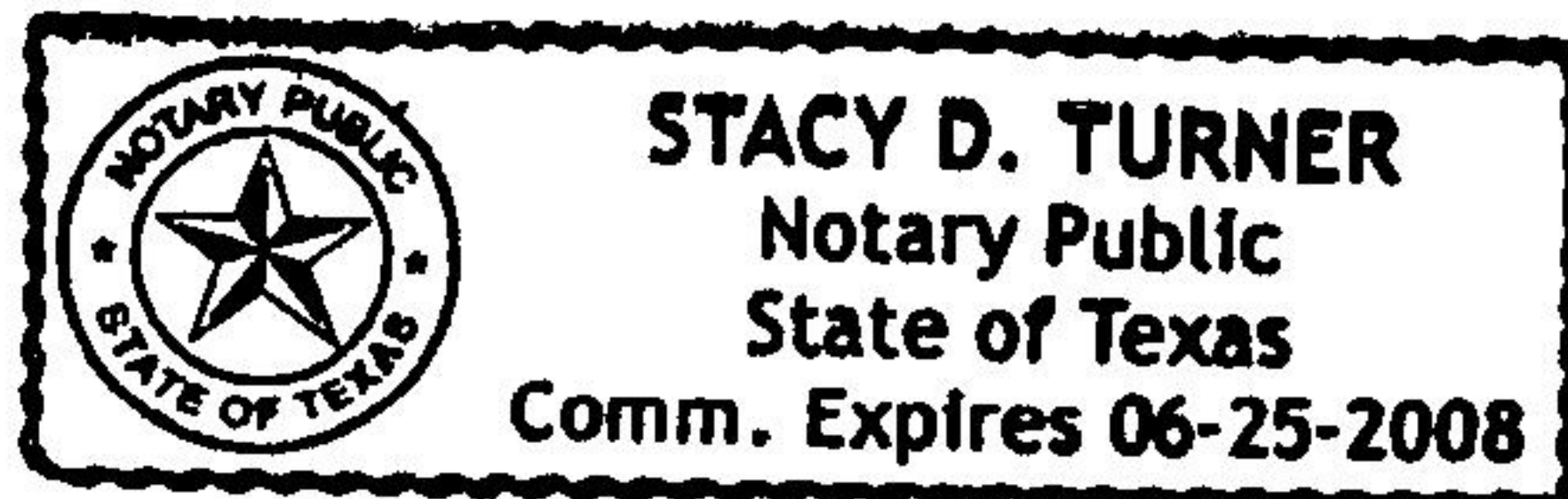
By: [Signature]  
Gary Hazlewood, Managing Member

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on this the 23rd day of August, 2004 by Gary Hazlewood, its Managing Member of USM Capital, LLC, a Texas limited liability company on behalf of Chateau Group I, Ltd., a Texas limited partnership.



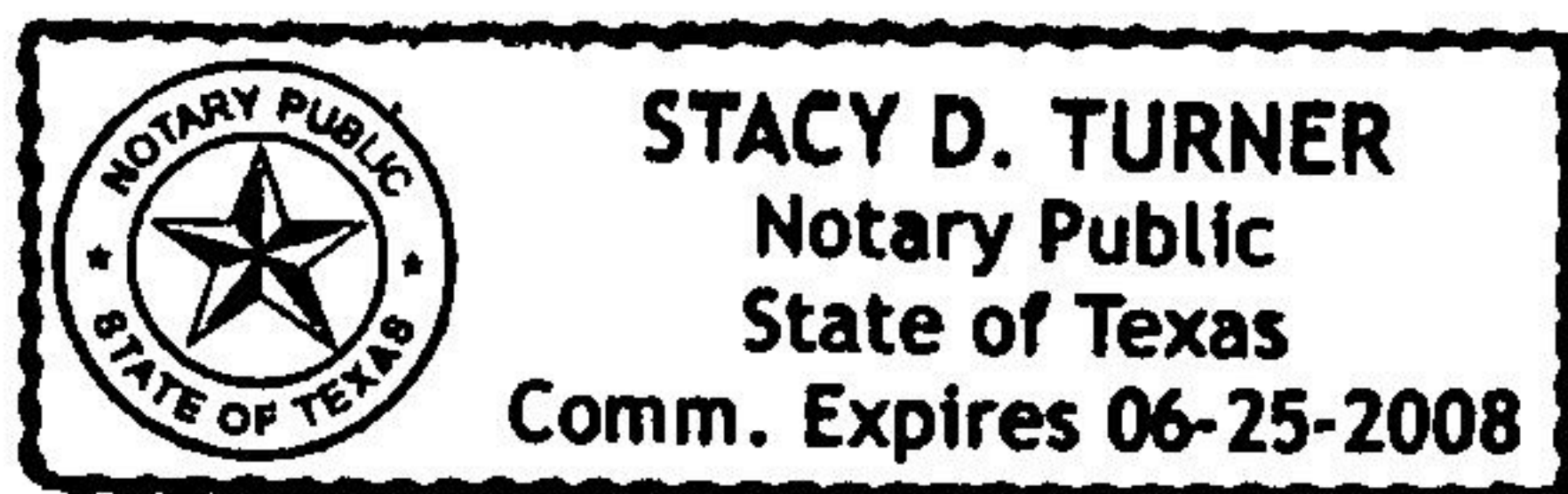
[Signature]  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on this the 23rd day of August, 2004 by Gary Hazlewood, its Managing Member of USM Capital, LLC, a Texas limited liability company on behalf of Chateau Group II, Ltd., a Texas limited partnership.

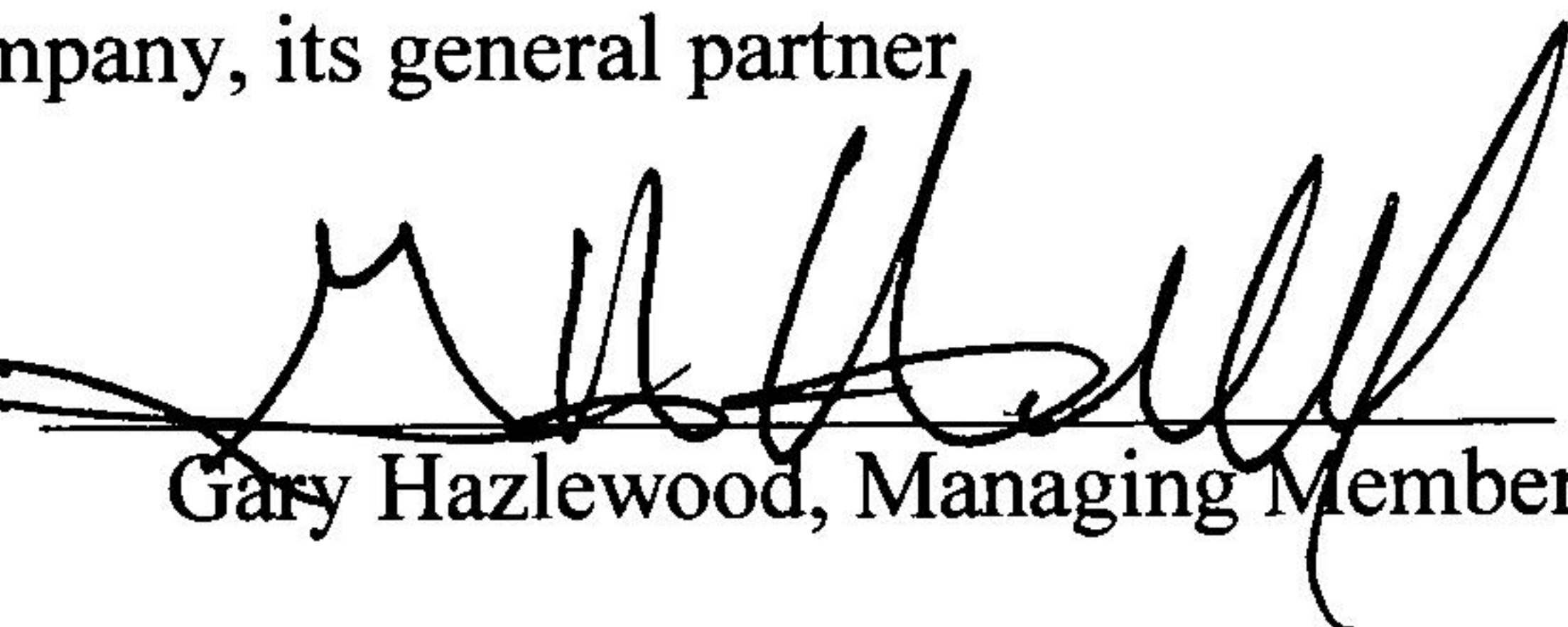


[Signature]  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

Triple "T" Farms, Ltd., a Texas limited partnership ("Triple T") executes and delivers this Amendment for the purpose of consenting and agreeing to the amendments set forth herein and the for the purpose of consenting to and agreeing to the amendments set forth in the Declaration.

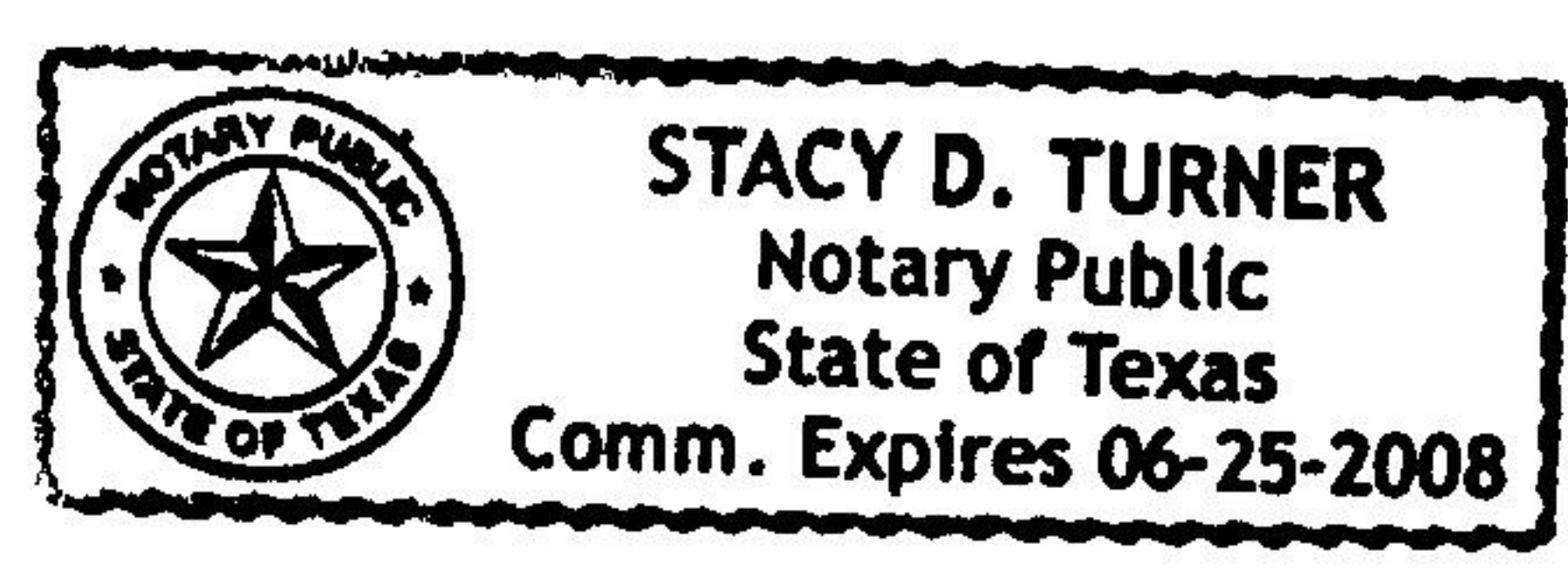
TRIPLE "T" FARMS, LTD., a Texas limited partnership

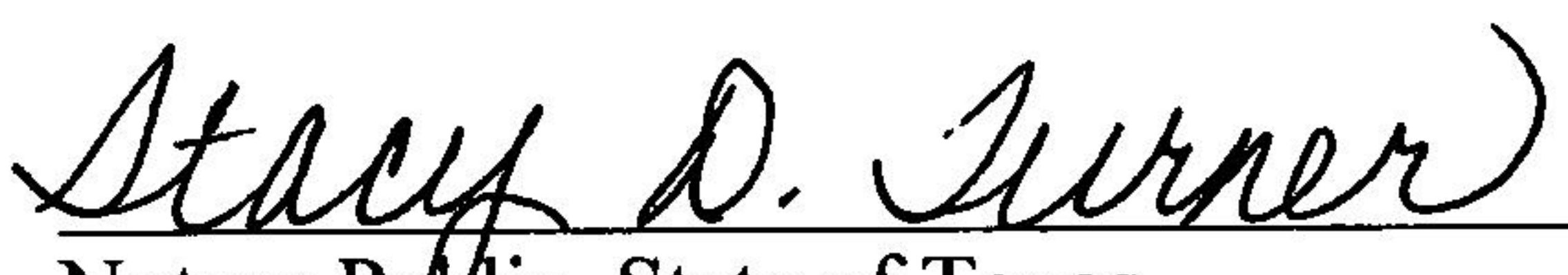
By: USM Capital, LLC, a Texas limited liability company, its general partner,

By:   
Gary Hazlewood, Managing Member

STATE OF TEXAS                   §  
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  §  
COUNTY OF TARRANT       §

This instrument was acknowledged before me on this the 23rd day of August, 2004 by Gary Hazlewood, its Managing Member of USM Capital, LLC, a Texas limited liability company on behalf of Triple "T" Farms, Ltd., a Texas limited partnership.



  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_