SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

------------------------

SCHEDULE 14D-9/A-3
(Amendment No. 3)

SOLICITATION/RECOMMENDATION STATEMENT
PURSUANT TO SECTION 14(d)(4) OF THE
SECURITIES EXCHANGE ACT OF 1934

------------------------

CHATEAU PROPERTIES, INC.
(NAME OF SUBJECT COMPANY)
CHATEAU PROPERTIES, INC.
(NAME OF PERSON(S) FILING STATEMENT)

------------------------

COMMON STOCK, $.01 PAR VALUE PER SHARE
(TITLE OF CLASS OF SECURITIES)

161739 10
(CUSIP NUMBER OF CLASS SECURITIES)

------------------------

C. G. Kellogg
President and Chief Executive Officer
Chateau Properties, Inc.
19500 Hall Road
Clinton Township, MI 48038
(810) 286-3600

(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON AUTHORIZED
TO RECEIVE NOTICES AND COMMUNICATIONS ON BEHALF OF THE
PERSON(S) FILING STATEMENT)

COPIES TO:

Arthur Fleischer, Jr., Esq.
Peter Golden, Esq.
Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, New York 10004
(212) 859-8000

Henry J. Brennan, III, Esq.
Charles W. Royer, Esq.
Timmis & Inman L.L.P.
300 Talon Centre
Detroit, MI 48207
(313) 396-4200

This Amendment No. 3 amends and supplements the Solicitation/Recommendation Statement on Schedule 14D-9 (as amended, the "Schedule 14D-9") originally filed with the Securities and Exchange Commission (the "SEC") on September 18, 1996 by Chateau Properties, Inc., a Maryland corporation (the "Company"), relating to the offer by MHC Operating Limited Partnership, an Illinois limited partnership ("MHC OP"), the sole general partner of which is Manufactured Home Communities, Inc., a Maryland corporation ("MHC"), to purchase all outstanding shares of common stock, $.01 par value per share (the "Shares"), of the Company, at a price of $26.00 per Share, net to the seller in cash. Capitalized terms used but not defined herein have the meanings previously set forth in the Schedule 14D-9.

1. ITEM 9. MATERIALS TO BE FILED AS EXHIBITS

Item 9 is hereby amended by adding the following exhibits:

| | |
|---|---|
| Exhibit 99.10 | Excerpt of Transcript of Hearing on Motion for a Temporary Restraining Order in Chateau Properties, Inc. v. Manufactured Home Communities, Inc. and MHC Operating Limited Partnership v. Chateau Properties, Inc., ROC Communities, Inc., John A. Boll, C.G. Kellogg, Jay G. Rudolph, Gebran S. Anton, Jr., James M. |

| | |
|---|---|
| | Lane, Kenneth E. Myers and Edward R. Allen. |
| Exhibit 99.11 | Text of Press Release dated October 2, 1996 issued by the Company. |
| Exhibit 99.12 | Text of Press Release dated October 2, 1996 issued by the Company. |
| Exhibit 99.13 | Text of Press Release dated October 2, 1996 issued by the Company. |

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

By: /s/ C.G. Kellogg

Name: C.G. Kellogg

Title: President and Chief Executive Officer

Dated: October 2, 1996

# EXHIBIT INDEX

| | |
|---|---|
| Exhibit 99.10 | Excerpt of Transcript of Hearing on Motion for a Temporary Restraining Order in Chateau Properties, Inc. v. Manufactured Home Communities, Inc. and MHC Operating Limited Partnership v. Chateau Properties, Inc., ROC Communities, Inc., John A. Boll, C.G. Kellogg, Jay G. Rudolph, Gebran S. Anton, Jr., James M. Lane, Kenneth E. Myers and Edward R. Allen. |
| Exhibit 99.11 | Text of Press Release dated October 2, 1996 issued by the Company. |
| Exhibit 99.12 | Text of Press Release dated October 2, 1996 issued by the Company. |
| Exhibit 99.13 | Text of Press Release dated October 2, 1996 issued by the Company. |

THE COURT: Anybody else on this side of the room that feels constrained to be heard? Okay.

Counsel, there are TRO's and there are TRO's. I don't know that I have ever had one where I have had as large or as impressive an array of legal talent as in this one, but neither do I know that I have ever had one that was easier to decide than this one, not to say that the factual scenario is not somewhat convoluted.

But I have, of course, to look at the various factors that are required in determining whether a TRO is appropriate. Of course, a TRO is an extraordinary relief.

First of all, with regard to harm to the plaintiff or the counter-plaintiff in this instance, from what I have heard this afternoon and seen in your submissions, it is far from clear to me that there has been any showing of actual or imminent irreparable harm to the counter-plaintiffs.

At best, in my view there is no more than a conjecture or speculation that the value of the stock is going to be depressed if this merger takes place or if the buy-back goes forward. There is a concern that the tender for the Chateau stock may be lost or perhaps there would be no further interest in pursing this. That clearly provides no basis for the Court's intervention by way of injunctive relief. I think that the cases that Mr. Cherno have referred to are right on point.

With respect to harm to the defendant, I think it is much more apparent than to the plaintiff that there is a likelihood of harm. There is damage, I think, that clearly occurred to Chateau's image, and the adverse publicity could very well jeopardize the merger. The stock value might very well fall.

There is the concern that Mr. Cirillo expressed very well, that the TRO might be extended into permanent injunctive relief, which in the minds of some people might have very adverse effect.

Then there is the matter of considering whether the counter-plaintiffs' claims are likely to succeed on the merits. This hasn't been argued, but was in the papers with respect to the business judgment rule, and I think that is a substantial factor that clearly supports Chateau.

It is far from conclusive in the face of this claim that Chateau's shareholders would be disadvantaged or that the merger with ROC would create any detriment to them.

The matter of public interest I don't think appears on its face to favor one side over the other; although, it is certainly an interest that individuals and entities be left free to enter into business arrangements such as this one without having the Court's interference.

It is just absolutely clear to me that this is an inappropriate motion. TRO would be an inappropriate relief in this circumstance. The motion is denied. Thank you all very much.

Exhibit 99.11

# CHATEAU PROPERTIES, INC AND ROC COMMUNITIES, INC COMPLETE JOINT ACQUISITION OF PROPERTIES FROM OAKWOOD HOMES

CLINTON TOWNSHIP, MI AND ENGLEWOOD, CO, OCTOBER 2, 1996-- Chateau Properties, Inc., (NYSE:CPJ) and ROC Communities, Inc (NYSE:RCI) today announced that they have completed the acquisition of six manufactured home communities from Oakwood Homes (NYSE;OH) through a 50/50 joint venture, and that separately, ROC has purchased one additional community from Oakwood.

The six communities, which include the capacity for a total of 2,700 homesites, were purchased by the joint venture for $21.2 million in cash. Of the sites acquired in the transaction, 1,400 are fully developed, of which 550 are currently leased and 850 are available for lease, and 1,300 are subject to future development.

The additional community purchased by ROC is adjacent to an existing community owned by ROC and was acquired for $1.9 million in cash. The additional community includes a total of 320 sites, approximately half of which are currently developed with 100 sites occupied. The balance of the community will be developed as the market demands.

Gary P. McDaniel, President and Chief Executive Officer of ROC, said, "This important acquisition embodies one of the reasons why Chateau and ROC have agreed to merge. In this transaction, we combine the experience and success that Chateau has achieved in property development with ROC's recognized leadership in marketing and sales to create an attractive business opportunity. We are acquiring properties in six different states, yet all of the communities fall within existing operational regions, which will allow us to integrate them smoothly and take advantage of economies of scale."

C.G. "Jeff" Kellogg, President and Chief Executive Officer of Chateau, said "Long-term, the properties we are acquiring from Oakwood will provide the opportunity to improve our cash flow on invested equity greater than would an acquisition of a fully-leased community.

"We are looking forward to taking advantage of this development opportunity. As an added benefit, Oakwood's successful work in the start-up phase of these communities gives us communities with the appropriate in-place amenities for their marketplace, existing leasing and sales momentum, and significant expansion opportunities. We are offering one-stop shopping for the resident who wants a home in a new, attractive community with the benefits of clubhouses, playgrounds and other amenities."

The communities acquired by the Roc-Chateau joint venture include Conway Plantation in Conway, South Carolina; Crystal Lake in Zephryhills, Florida; Eagle Creek Ranch, in Tyler, Texas; Hunters Chase in Lima, Ohio; Regency Lakes in Winchester, Virginia; and Springfield Farms in Springfield, Missouri. The property acquired separately by ROC is Butler Creek in Augusta, Georgia. The acquisition of the Crystal Lake Community in Zephyrhills, Florida, was closed into escrow pending certain required deliveries of closing documents.

On September 18, 1996, Chateau and ROC announced that their boards of directors had approved a revised merger agreement that will create the largest owner and operator of manufactured home communities in the country. The combined company will own a portfolio of 160 communities in 30 states.

# # #

Exhibit 99.12

FOR IMMEDIATE RELEASE

CHATEAU COMMENTS ON EXTENSION OF MHC HOSTILE TENDER OFFER

CLINTON TOWNSHIP, MICHIGAN, OCTOBER 2, 1996 -- Commenting on the extension of Manufactured Home Communities, Inc.'s hostile tender offer for Chateau Properties, Inc. (NYSE:CPJ), a Chateau spokesperson said:

"The majority of long-term Chateau stockholders understand and appreciate the substantial benefits inherent in our strategic merger with ROC Communities. Keep in mind our estimate that up to 40% of the shares of Chateau common stock may be held by professional arbitrageurs and other short-term holders, who we surmise own a substantial portion of the tendered shares.

"We strongly urge Chateau stockholders not to tender into the MHC offer. For those who have, we recommend that they carefully review the significant conditions to the MHC offer, which have neither been fulfilled nor waived, and exercise their right to withdraw their shares."

# # #

Exhibit 99.13

FOR IMMEDIATE RELEASE

CHATEAU PROPERTIES ACKNOWLEDGES RECEIPT OF LETTER FROM MHC

CLINTON TOWNSHIP, MICHIGAN, OCTOBER 2, 1996 -- Chateau Properties, Inc. (NYSE:CPJ) today acknowledged that it had received a letter from the Chairman of Manufactured Home Communities (NYSE:MHC), Sam Zell. The Company said its board of directors will review the contents of the letter in due course.

# # #