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L-4417 P-996

Washtenaw Co., MI
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Peggy M Haines, Washtenaw DMAAM 5584176 L-4417 P-996

**FIRST AMENDMENT TO MASTER DEED
OF THISTLE DOWN FARMS**

Thistle Downs, L.L.C., a Michigan limited liability company, of 2455 S. Industrial Highway, Suite K, Ann Arbor, Michigan 48104, being the Developer of Thistle Down Farms, a site condominium project established in pursuance of the provisions of the Michigan Condominium Act, as amended (being Act 59 of the Public Acts of 1978, as amended), and of the Master Deed thereof, as recorded on March 1, 2004, in Liber 4366, Page 230, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 450, hereby amends said Master Deed pursuant to the authority reserved in Article XV for the purpose of complying with requests made by the Township of Pittsfield and the Washtenaw County Road Commission. Said Master Deed is amended in the following manner:

1. Subparagraph 17 of Article I of said Master Deed is hereby adopted and henceforth shall read as follows:

17. "Landscape easement" means that portion, if any, of an individual unit or the general common elements that is subject to an easement for the maintenance of landscaping granted to the Association, for maintenance of the landscaping by the Association.

2. Subparagraph s of Section 1 of Article VI of the By-Laws attached to said Master Deed as Exhibit "A" thereto, shall be amended and henceforth shall read as follows:

ARTICLE VI

RESTRICTIONS

Section 1.

s. Landscape Easement Maintenance. The perimeter landscape easement along Moon and Bemis Roads shall have a four (4) rail horse type fence installed by the Developer and maintained, repaired and replaced by the Association. That portion of the landscape easement on the road side of the fence shall be maintained in a natural state, allowing field mowing only, up to three times per year, if necessary. The replacement of any landscape vegetation or addition of any new landscape materials shall be of the "native species variety" only.



That part of the landscape easement on the unit side of the fence shall be maintained in accordance with Section 12 hereinbelow. The landscape easement shall be maintained by the Association.

3. Section 12 in Article VI of said By-Laws attached to said Master Deed as Exhibit "A" thereto, shall be amended and henceforth shall read as follows:

ARTICLE VI

RESTRICTIONS

Section 12. Landscaping. No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials on the general common elements, or within any landscape easement, without the prior written approval of the Developer, or the Association, if applicable. No lawn statuary shall be permitted without the prior written approval of the Developer, or the Association, if applicable. Basic landscaping, including finish grading, seeding or sodding, must be completed within forty-five (45) days after date of occupancy, weather permitting. The owner of each unit shall develop a landscape treatment which will tend to enhance, complement and harmonize with adjacent property. This will best be accomplished by saving as much of the natural features and mature tree growth as possible, and the clearing of selected areas of underbrush and less desirable tree growth in order to open special views and to reduce competition with the mature or specimen vegetation. No existing trees in excess of five (5) inches in diameter five (5) feet above ground level shall be cut, except for diseased and dead trees, or those that are of a nuisance or invasive species, such as poplar, willow or box elder, without the prior written approval of the Developer, or the Association, if applicable. No surface soil shall be dug or removed from any unit for purposes other than building and landscaping of the unit, without the prior written approval of the Developer, or the Association, if applicable. All debris shall be promptly removed. New planting shall complement and enhance the character of the existing vegetation, topography and structures. Each owner shall have the responsibility to maintain the grounds of his unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, including the mowing of grass to a height of six (6) inches or less, removal of weeds, and proper trimming of bushes and trees. If the Association shall receive complaints from other owners regarding lack of maintenance of the grounds of a unit, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the unit performed as the Board of Directors shall determine as being reasonable, and the charges therefor shall become a lien upon the unit and collected in the fashion as set forth in Article II of these By-Laws. The Association shall enforce this paragraph pursuant to Article XIX, below.



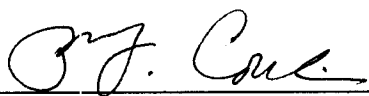
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4. Sheets 1 through 17, inclusive, of Replat No. 1 of Washtenaw County Condominium Subdivision Plan No. 450, marked Exhibit "B" to the First Amendment to the Master Deed of Thistle Down Farms, a site condominium, attached hereto, shall, upon recordation in the Office of the Washtenaw County Register of Deeds of this First Amendment to Master Deed, replace, supersede and supplement Sheets 1 through 17, inclusive, of the Condominium Subdivision Plan of Thistle Down Farms, as previously recorded in Liber 4366, Page 230, Washtenaw County Records, and said previously recorded Sheets 1 through 17, inclusive, shall be of no further force or effect.

In all other respects, other than as hereinbefore indicated, the original Master Deed of Thistle Down Farms, a site condominium, including all Exhibits attached thereto, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

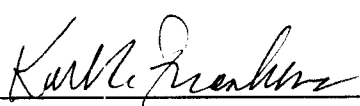
Dated: August 5, 2004.

THISTLE DOWNS, L.L.C., Developer

By: 
Philip F. Conlin, Member

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On August 5, 2004, Philip F. Conlin appeared before me, and stated under oath that he is a Member of Thistle Downs, L.L.C., a Michigan limited liability company, and that this document was signed on behalf of the limited liability company, by authority of its operating agreement, and he acknowledged this document to be the free act and deed of the limited liability company.


Karl R. Frankena, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My commission expires: 6/9/07

This document was prepared by
and when recorded return to:
Karl R. Frankena
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

Recording fee: \$71.00

Tax code #s: L-12-33-305-001 through -074 (Units 1-74)
L-12-32-405-075 through -110 (Units 75-110)