

The following information regarding Big Powderhorn Mountain  
“Building Restrictions” is provided courtesy of:

**SNOW COUNTRY REAL ESTATE & CONSTRUCTION**

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## BUILDING RESTRICTIONS FOR ALPEN VILLAGE

LAND USE—Shall be used for residential purposes only. No building shall be erected, placed or permitted to remain on any lot other than one dwelling, not to exceed a two-family dwelling, nor exceeding twenty-six (26) feet in height and a private garage for not more than two (2) cars and other outbuildings incidental to residential use of the premises.

BUILDING SIZE—Each residential building shall have a minimum of 1,000 square feet if a one-story building or a minimum of 730 square feet on the first floor if a two-story building—both excluding the basement. The living area must be above building grade level unless the building is of acceptable split-level design and has a ceiling height of at least seven (7) feet.

ARCHITECTURAL CONTROL—Exterior is to be natural stone or wood, excepting roof. No mobile homes or trailers are permitted. No prefabricated homes will be allowed. To assure all owners of property in the Alpen Village Plat that the proposed structure as to outward appearance and design will be in accord with the general plan and development of the Plat, no dwelling shall be erected until plans have been submitted and approved by the grantor, Big Powderhorn Mountain Ski Corporation.

TEMPORARY STRUCTURES—No structure of a temporary caricature and no trailer, shack, garage or other out-building shall be used on any land at any time as a residence, either temporarily or permanently.

BUILDING LOCATION—Any building or attached appurtenances or garage erected shall have a setback from the front lot line of not less than twenty-five (25) feet and not less than twenty-five (25) feet from side and rear lot lines. For purposes of this paragraph, eaves, steps and open porches shall not be considered as a part of a building. Eaves should not be less than two and one-half (2 ½) feet on all four sides.

SIGNS—No sign of any kind shall be displayed to the public view on any land except one (1) sign of not more than five (5) square feet advertising the property for sale or rent or a sign used to advertise the property during the construction and sales period. All signs shall be located within the building setback lines and defined hereinbefore.

ANIMALS AND POULTRY—No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not bred, kept or maintained for any commercial purpose, or allowed to annoy neighbors.

GARBAGE AND REFUSE DISPOSAL—Shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets.

FENCE, WALLS, ETC.—No fence, wall, hedge, or mass planting shall be permitted except upon approval in writing by grantor, Big Powderhorn Mountain Ski Corporation.

SEPTIC SYSTEMS, ETC.—All buildings must have Michigan Department of Health septic system approval.

ELECTRICAL HOOK-UPS—Those lots having underground electrical service available must utilize underground hook-up.

TERMS AND AMENDMENT—Unless amended as herein provided, this Declaration shall run with the land and shall be binding upon all persons claiming under the undersigned for a period of twenty-five (25) years from the date of this Declaration is initially recorded. During a period of three (3) years from the date of such recording, or until residences have been constructed upon all of the lots subject to this Declaration, whichever occurs later, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all of the following: (1) The undersigned or their heirs, successors, and assigns; (2) The owners or two-thirds (2/3) of those lots subject to this Declaration upon which residences have been constructed

and occupied by the owners thereof. Thereafter until the expiration of such twenty-five (25) year period, this Declaration may be amended by the recording of an instrument executed by the owners of two-thirds (2/3) of the lots subject hereto. All amendments made during such twenty-five (25) year period shall be consistent with the general plan of development embodied in this Declaration. After the expiration of such twenty-five (25) year period, this Declaration (as presently written or so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the owners of a majority of the land subject hereto has been recorded to abolish or change the same in whole or in part. In ascertaining the number of owners assenting to any such mandatory instrument, persons having the power to convey the fee simply in a given lot shall constitute a unit having a single vote.

ENFORCEMENTS—The subdivider, heirs or assigns shall have the sole right to enforce the provisions hereof by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with said subdivider of a petition of any person who shall be an owner and member of the said Association in good standing on the date of said filing, petitioning said Association to redress the violation or attempted violation of any of the provisions of said restrictions by any other person. Such period of thirty (30) days shall be considered to be a period of consideration of said petition to the satisfaction of said petitioner within such thirty (30) day period, thereafter, such petitioner shall have the right to enforce the provisions hereof, to the extent that he shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of this Declaration, to the extent that he shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of this Declaration, to the extent that he shall so have petitioned, either to restrain the violation or to recover damages, or both, providing, however, that any such person shall commence such proceedings against such other person or persons within a period of sixty (60) days from the denial of such petition or the passage of aforementioned thirty (30) day period whichever shall be earlier, and the said right of such a person, an owner therein, and member in good standing of said Association, to commence such proceedings shall be conditioned upon his commencing such proceedings with such sixty (60) day period.

SEVERABILITY—Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions, which other provisions shall remain in full force and effect.

BIG POWDERHORN MOUNTAIN SKI CORPORATION

By \_\_\_\_\_  
Louis A. Gheller, President

By \_\_\_\_\_  
Roy D. Malmberg, Sec.-Treasurer