

The following information regarding Big Powderhorn Mountain  
“Building Restrictions” is provided courtesy of:  
**SNOW COUNTRY REAL ESTATE & CONSTRUCTION**

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ALPINE VILLAGE NORTH  
TOWN OF IRONWOOD, GOGEBIC COUNTY  
MICHIGAN

RESTRICTIONS

LAND USE

All lots in Alpine Village North shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one, single or two-family dwelling, not exceeding twenty-six (26) feet in height and a private garage for not more than two cars, and other out-buildings incidental to residential use of the premises.

BUILDING SIZE

No dwelling on any lot shall have a living area of less than 800 square feet per family unit with a minimum square footage of 480 on the first floor. The living area must be above building grade level unless building is of acceptable split level design and have a ceiling height of at least 7'-0".

ARCHITECTURAL CONTROL

To assure all owners of property in Alpine Village North that the proposed structure as to outward appearance and design will be in accord with the general plan and development of Alpine Village North, no dwelling shall be erected until plans have been submitted to and approved in writing by sub-divider, their successors, assigns, or their designated agent.

TEMPORARY STRUCTURES

No structure of a temporary nature and no trailer, shack, garage or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

BUILDING LOCATION

Any building or attached appurtenances or garage erected in Alpine Village North shall have a setback from the front lot line of not less than twenty-five (25) feet and not less than ten (10) feet from side and rear lot lines. For purposes of this paragraph, eaves, steps and open porches shall not be considered as part of a building.

SIGNS

No sign or any kind shall be displayed to the public view on any lot 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 as 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 that they are not kept, bred or maintained for any commercial purpose, or allowed to annoy neighbors.

### GARBAGE AND REFUSE DISPOSAL

No lot shall 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 or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets.

No fence, wall, hedge or mass planting shall be permitted except upon approval in writing by the sub-divider, his successors, assigns or designated agents.

### TERM 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 25 years from the date this Declaration is initially recorded. During a period of three 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 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 25-year period, this Declaration may be amended by the recording of an instrument executed by the owners of two-thirds of the lots subject hereto. All amendments made during such 25-year period shall be consistent with the general plan of development embodied in this Declaration. After the expiration of such 25-year period, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten years, unless an instrument executed by the owners of a majority of the lots 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 amendatory 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 by the said Association and in the event said Association shall deny or fail to act upon 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 provision 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 wise affect any of the provisions, which other provisions shall remain in full force effect.

13. All buildings must have Michigan Department of Health septic system approval.
14. Those lots having underground electrical service available must utilize underground hook-up.