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DECLARATION OF RESTRICTIVE COVENANTS

Mountain View Restrictions Ironwood Township, Gogebic County, Michigan

THOMAS M. BLOOMING and JANICE E. BLOOMING, Powderville Motel U.S. Highway 2 West, Bessemer, Michigan 49911, being the proprietors of the subdivision or plat of MOUNTAIN VIEW SUBDIVISION, (and, together with any successors or assigns specifically called "Proprietors") being a part of the South one-half of the Northwest one-quarter (S1/2 NW1/4) Section 32, Township 48 North, Range 46 West (T48N R46W), Ironwood Township, Gogebic County, Michigan, being desirous of protecting property values of the lots in said plat and providing for the quiet and peaceful enjoyment thereof by lot owners as desirable residential properties.

HEREBY DECLARES, CONVEYS, and IMPOSES the following restrictions, reservations, easements and covenants upon said plat and each and every lot therein contained and each such lot shall hereafter be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, charges and liens hereinafter set forth and sometimes hereinafter all referred to as "restrictive covenants."

1. USE – Subject to the reservations and restrictions set forth herein, each lot in the subdivision shall be used for residential purposes only and shall be restricted to not more than two-family or duplex type structures and not for any commercial or manufacturing purposes. No trailer, mobile home or temporary structure shall be occupied upon any lot any time.

2. BUILDING REQUIREMENTS and LIMITATIONS – No building structure (including fences, screens, poles, towers and signs, but not limited to this enumeration) shall be erected, placed upon, constructed or altered on any lot in the subdivision unless comprehensive plans and specifications therefore have been approved in writing by the Proprietor prior to the commencement of such erection, placement, construction or alteration. The proprietor may

delegate the right and responsibility of approving such plans and specifications to an architectural control committee of at least three members, by recording an affidavit stating such delegation, naming the committee and referring to these restrictions. At least two-thirds of the members of such committee shall be owners of lots in the subdivision. In the event the plans are not disapproved in writing within 20 days of submission, they will be deemed approved, subject, however, to the following minimum standards:

- a) All dwelling shall have a minimum enclosed living area of 900 square feet above grade with not less than 480 feet thereof on the floor at grade level and no below grade floor area counted toward said minimum 900 square feet. Interior ceiling height of rooms on the floor at grade level shall be not less than seven feet in height.
- b) All construction materials must be new and the exterior of all buildings must be completed within six months after start of construction.
- c) All structures must have private, inside bathroom facilities.
- d) Exterior surfaces must be finished or painted.
- e) Any garage or utility structure must conform in appearance to the residence structure.
- f) On-site sewage systems. The soils makeup in this subdivision is as follows: approximately 70 percent of the area is composed of Wakefield loam; 25 percent is composed of Wakefield loam, somewhat poorly drained variant; and the remaining 5 percent in the SE corner is composed of Wakefield loam, poorly drained variant.

The estimated permeability below the fragipan should range between 30 and 60 minutes per inch. The fragipan in the area ranges in depth from 18 to 50 inches. Percolation test results range from 20 to 35 minutes per inch. A site examination indicates the water table is below 7 feet. Stipulations for on-site sewage systems are as follow:

1. All systems must be installed under permit from the Western U. P. District Health Department in accordance with the sanitary code.
2. Care must be exercised to see that all trenches are deep enough to cut thru the existing fragipan. In most cases this will mean a minimum trench depth of 50 inches.
3. The trenches will then be backfilled to the 24 inch level with permeable sand.

On-site investigations revealed that seepage above the fragipan is negligible and anticipate no problem with this. Since there are no county storms drains available, the use of French drains on each lot is not recommended. These drains on each lot are not recommended. These drains as proposed could collect sewage and then

transport them to the lower lots in the plat and conceivably onto an adjacent plat on the southern boundary.

g) On-site Water Systems:

1. All wells in the subdivision shall be installed under permit from the Western U. P. District Health Department.
2. All well shall comply with the Ground Water Quality Control Act (Act 294, P.A. of 1965).
3. If rock is encountered within 25 feet of the surface the well shall be grouted to a minimum depth of 25 feet with neat cement.

h) No unsightly receptacle for the storage or disposal of garbage or trash shall be placed on a lot.

3. SETBACK – Any structure erected or placed on any lot in this subdivision shall be set back at least 25 feet from the front line and 10 feet from rear lot line and shall be set back from any side lot line at least 10 feet of the width of the lot at the building line. This subparagraph and any requirement herein contained may be waived by the Proprietor or by the architectural control committee hereinabove mentioned and this paragraph shall be reasonably applied, particularly with respect to those lots of odd or unusual sizes or shapes.

4. SIGNS – For a period of five years from and after the date of the recording of this document, no “for sale” sign or advertisement device of any kind shall be erected on any lot except on a new residence previously unoccupied which is offered for sale or rent by the Proprietor or a builder without the prior written consent of Proprietor. Thereafter no sign of any kind shall be displayed to 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 sale period. All signs shall be located within the building setback lines as defined herein. This section shall not apply to Proprietor. Entrance upon any lot for removal of such violation shall not be regarded as trespass.

5. EASEMENT – In addition to easements as shown on the Plat of MOUNTAIN VIEW SUBDIVISION, easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within 5 feet of all rear, front and side lot lines in this subdivision. Easements are hereby reserved in the above described easements and also in those shown upon said Plat, to enter upon the premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wired, etc., whether under or above ground.

If any owner of two adjoining lots erects a building so that the building sets on the common lot line, sideline easements and setbacks mentioned above shall be inoperative as to the line upon which the building is erected unless a utility line is installed prior to the commencement of construction of such building. The easements reserved upon said Plat are all in the nature of private easements dedicated for the private use and enjoyment of owners of lots within the subdivision except as to those easements specifically shown in the Plat for such things as gas easements and utility easements which shall be in accordance with the documents creating such easements heretofore, to which the attention of each purchaser of each lot in the subdivision is specifically directed. Each purchaser of a lot in the subdivision is urged to review each of the easements as set forth in the plat and to also review his abstract or title policy to such lot in conjunction with any easement which may be reflected thereon and to consult with an attorney authorized to practice law in Michigan regarding the same and regarding any and all other provisions of these restrictions in said plat.

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

7. GARBAGE and REFUSE DISPOSAL – No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste except in sanitary containers. No weeds shall be permitted on any lot and all lots shall be mowed. All incinerators or other equipment for storage or disposal of such material shall be kept clean and in sanitary condition, and suitably screened from view from streets and other lots. Should any lot owner fail to maintain his lot in a neat and orderly manner including all buildings thereon or should he permit weeds to grow thereon or trash to remain thereon or should he fail to cut the grass thereon at least annually, either the Proprietor or architectural control committee may cause such action to be taken with respect thereto or shall place the lot in at least as good a condition and slightly appearance as then prevailing on the majority of lots in the subdivision as the average condition and sightlines of such majority.

8. AMENDMENT -- The intent of these restrictive covenants is to insure the use of the entire plat for attractive residential purposes, to prevent nuisances, to prevent imperilment of the attractiveness of the property and thereby to secure to each property owner the full benefits and enjoyment of his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners. This declaration may be amended to any time hereafter by recording such amendment executed by or on behalf of the owners of two-thirds of the lots in the subdivision and by the Proprietor and no merely a purchaser of a private lot or lots for personal purposes. In ascertaining the number of owners assenting to any such amendatory instrument, persons have the power to convey the fee simply in a given lot shall constitute a unit having a single vote.

9. UTILITIES – All lots in the subdivision shall utilize underground utility service, telephone and electrical, and no overhead service will be provided or allowed. It is anticipated

that a common television antenna may be provided by the lot owners for their own purposes, all antennae shall be installed by each owner within the building itself and so a snot to extend beyond the roof ling thereof. Fuel oil and bottled gas tanks will either be buried or located within a suitable building structure approved by Proprietor or the architectural control committee.

10. COVENANTS SHALL RUN WITH THE LAND AND TERM – These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 25 years and shall be extended for successive periods of ten years unless and prior to the expiration of the original term or any renewal period, an instrument signed by the owners of record of a majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part. These restrictive covenants and each of them shall be and hereafter remain enforceable by action for specific performance, abatement of nuisance, damages or otherwise, by Proprietor, its successors and assigns and by the owner of any lot in the subdivision in any way affected by any violation of any provision hereof. Invalidation of any one of these covenants by judgment or other court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

THOMAS M. BLOOMING

Witness:

JANICE E. BLOOMING

STATE OF MICHIGAN)

) SS:
COUNTY OF GOGEBIC)

On this 15th day of November, 1973, personally appeared Thomas M. Blooming and Janice E. Blooming, to me known to be the persons who executed the foregoing instrument, and to me known to be the proprietors of the foregoing subdivision of plat, and acknowledged that they executed the same as their free act and deed.

Mary Albert Notary Public
Gogebic County, Michigan
My Comm. Expires April 21, 1975