

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

POWDERVILLE HAMLET SUBDIVISION Bessemer Township, Gogebic County, Michigan

POWDERVILLE HOMES, a Michigan co-partnership of Box 33, Bessemer, Michigan 49911 composed of Ronald E. Vincent, a single man of 9587 Maple Drive, DesPlaines, Illinois and Roger R. Dibble, a single man of Box 442, Merton, Wisconsin, being the Proprietor of that subdivision or plat of POWDERVILLE HAMLET being a part of the West ½ of the NE ¼ of Section 8, T47S, P46W, Bessemer 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, transformed, 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 not for any commercial or manufacturing purpose. No trailer, mobile home or temporary structure shall be occupied upon any lot at any time.

2. BUILDING REQUIREMENTS AND LIMITATIONS – No building or other structure (including fences, screens, docks, bridges, dams, 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 of 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:

All dwellings shall have a minimum enclosed living area of 800 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 800 square feet. Interior ceiling height of rooms on the floor at grade level shall be not less than seven feet in height.

All construction materials must be new and the exterior of all buildings must be completed within six months after start of construction.

All structures must have private, inside bathroom facilities.

Exterior surfaces must be finished or painted.

Any garage or utility structure must conform in appearance to the residence structure.

Septic tanks or other devices for the sanitary disposal of waste shall be installed in compliance with Michigan Health Department regulations. No disposal field may be located closer than fifty (50) feet to the waters edge on water front lots, nor located less than four (4) vertical feet above water level.

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

Building on lot 22 will have to be restricted to the northwest corner fronting on Cannonball Drive and Ricochet Lane. From the corner there is only 165 feet (approximate) of usable frontage on Cannonball Drive for building purposes.

All deed restrictions shall clearly state that sewage construction permits shall be first secured or obtained from the proper state and local officials and departments before building permits shall be issued.

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% of the width of the lot at the building line.

4. SIGNS – For a period of three years from and after the date of the recording hereof, no for sale sign or advertising 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 set back 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. EASEMENTS – Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within 5 feet of all real, front and side lot lines in this subdivision. Such other easements are hereby reserved to enter upon the premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc., whether under or above ground. It shall not be considered a violation of the provisions of the easement if wired or cabled carried by such pole lines pass over some portion of said lots not within the 5 foot easement.

If an owner of two adjoining lots erects a building so that the building sets on the common lot line, the sideline restriction mentioned above shall be inoperative as to the line upon which the building is erected.

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. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets and other lots.

8. FLOOD PLAIN PROVISIONS – In accordance with Rule 560.304 of the Rules of the Water Resources Commission of the State of Michigan, any building used or capable of being used for residential purposes and occupancy within or adjacent to the flood plain limit for Powdermill Creek as established by the Michigan Water Resources Commission which flood plain limits for Powdermill Creek varies from elevation 1396.7 (U.S.G.S. datum) at the upstream edge of the subdivision to elevation 1357.3 at the downstream edge of the subdivision, the approved contour of which is shown on the recorded plat of the subdivision shall:

Have lower floors, excluding basements, a minimum of 1 foot higher than the elevation of the contour defining the floor plain limits.

Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.

Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits.

Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

Be properly anchored to prevent flotation.

9. 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 at 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 or on behalf of at least one of the co-partners of the Proprietor if Proprietor or such co-partner then owns any interest in any lot in the subdivision. 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.

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 (except for the provisions of paragraph 8 which shall remain operative in perpetuity or until amended with the approval and consent of the Water Resources Commission) and shall be extended for successive periods of ten years unless and prior to the expiration of the original term or any renewal period, and instrument signed by the owner 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 a 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.

Witness:

POWDERVILLE HOMES,
a Michigan Co-Partnership

BY: _____

BY: _____

STATE OF MICHIGAN

County of Gogebic

On this 22nd day of January, 1971, personally appeared before me Ronald E. Vincent and Roger R. Dibble who each for himself stated that they were respectively the sole co-partners of Powderville Homes, a Michigan co-partnership, and each acknowledged the foregoing to be the free act and deed of said partnership.

Notary Public, Gogebic County, Michigan
My Commission Expires: _____