

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



Arlene C. Schneller, Broker
906-364-0992 Cell
E6254 US 2, Bessemer, MI 49911
800-876-9751 * 906-932-1411
www.snowcountryhomes.com

Your Leader in Big Powderhorn Sales!

RECREATIONAL * RESIDENTIAL * VACANT LAND * COMMERCIAL
MI & WI Licensed Agents * Seller's Agents * Buyer's Agents * e-PRO Certified Agents



Residential & Commercial

Excavation • Construction • Land Development • Sewer Installation

“Our commitment is for quality and our goal is customer satisfaction.”

Thomas L. Schneller, President
E6254 US 2, Bessemer, MI 49911
(800) 876-9751 • (906) 932-1411
www.snowcountrycontracting.com

LAKE GOGEBIC VACATION HOMES

Mallard Cove & Teal Wing

Quality Lakeside Lodging - West Shore of Lake Gogebic

Single Family

4 Bedrooms * 2 Baths * Sleeps 8

Open Year-Round

Fireplace * Sauna * Dock * Boat Lift

Direct access to Snowmobile Trail #1

(800) 876-9751

www.snowcountryrentals.com

Big Powderhorn Mountain
Ski Corporation, a Michigan
Corporation of Ironwood
Twp., Michigan.

TO

Ronald E. Vincent, a single
man of Box 33, Bessemer, MI

DECLARATION OF RESTRICTIVE COVENANTS
SNOW SUMMIT RESTRICTIONS

Bessemer, Township, Gogebic County, Michigan.

SNOW SUMMIT – No trailer, mobile home or temporary structure; residential use shall be not more than 2 – family or duplex type structures; all dwellings shall have a minimum enclosed living area of 800 sq. ft. above grade with not less than 480 ft. thereof on the floor at grade level and no below grade floor area counted toward said minimum 800 sq. ft. Interior ceiling height of rooms on the floor at grade level shall be not less than 7 ft. in height., exterior must be completed within 6 months after start of construction. Setback of any structure shall be at least 25 ft. from front line and 10 ft. from rear lot line. Common assessment for pond/park.

Warranty Deed: Consideration \$5,000.00, Dated July 2, 1970, Recorded July 8, 1970, Libor 173 Deeds, Page 308

Convoys:

The Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4), Section Five (5), Township Forty-Seven North (T47N), Range Forty-Six West (R46W), containing 40 acres of land, more or less, subject to all reservations and exceptions of record.

This conveyance is subject to the following restrictions and reservations which are to be considered covenants running with the land, namely:

1. LAND USE: All lots shall be used for residential or condominium purposes only. Only one building shall be erected, altered, placed, or permitted to remain on any lot. Single family dwelling, not exceeding two and one-half stories in height and a private garage for not more than two cars, and other out-buildings incidental to residential use of the premises.

2. BUILDING SIZE: No dwelling on any lot shall have a living area of less than 800 square with a minimum square footage of 480 on the first floor. The living area must be above building grade level and have a ceiling height of at least 7'0".

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

4. TEMPORARY STRUCTURES: No structure of a temporary caricature 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.

5. BUILDING LOCATION: Any building or attached appurtenances or garage erected on Powderville Homes Property shall have a setback from the lot line of not less than twenty-five feet and not less than ten 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.

6. SIGNS: No sign of 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 sale period. All signs shall be located within the building setback lines as defined hereinbefore.

7. 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.

8. 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 suitable screened from view from streets.

9. TERM AND AMENDMENT: Unless amended as herein provided, this Declaration shall run with the land and shall be binding upon all persons claiming under te undersigned for a period of twenty-five (25) years from the date this Declaration is initially recorded. During a period of three (3) years from the date of such recording, or until residence 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 by or on behalf of all of the following: (1) The undersigned or their heirs, successors, and assigns, (2) the owners of two-thirds of those lots subject to this Declaration upon 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 f a majority of the lot subject hereto has been recorded to abolish or change the same in while 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.

10. ENFORCEMENTS: The sub divider, heirs or assigns shall have the sole right to enforce the provision hereof by proceeding 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 sub divider 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 restriction 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, there

after, 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) days period whichever shall be earlier, and the said right of such a person, an owner therein, and a 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.

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

12. All buildings must have Michigan Department of Health septic system approval.