

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



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RESTRICTIONS

SEPTIC SYSTEMS. ET CETRA

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

ELECTRICAL HOOKUPS

Those lots having underground electrical service available must utilize underground hookup.

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 twenty-five (25) years from the date that 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 of 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 the twenty-five (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 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 as so amended) shall automatically extend 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 simple in a given lot shall constitute a unit having a single vote.

ENFORCEMENTS

The grantors, their 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.

SEVERABILITY

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

Restrictions on part of the South Half of the Northwest Quarter of the Southeast Quarter (S $\frac{1}{2}$ -NW $\frac{1}{4}$ -SE $\frac{1}{4}$) of Section Five (5), Township Forty-Seven North (T47N) Range Forty-Six West (R46W), Bessemer Township, Gogebic County, Michigan, described as follows: Starting at the South Quarter corner of Section 5, thence North 0⁰²'10" East 193 Feet to point of beginning, thence North 0⁰²'10" East 250 Feet, thence South 89⁰⁵³'50" East along the quarter section line a distance of 1,728.17 Feet, thence South 89⁰⁵³'50" East 105.50 Feet, thence South 0⁰²'10" West 224.67 Feet, thence South 76⁰³⁶'10" West 108.51 Feet to the point of beginning, Containing 25.039 square feet of land, more or less, sold to James R. Strauss, a single man, of 1782 Wendy Way, Neenah, Wisconsin 54956.

LAND USE

It 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 four (4) cars, and other outbuildings incidental to residential use of the premises.

BUILDING SIZE

No dwelling on any lot shall have a living area of less than eight hundred (800) square feet per family unit with a minimum square footage of 624 feet 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 seven (7) feet.

ARCHITECTURAL CONTROL

To assure all owners of the property in the proposed plat from which the above described premises is conveyed that the proposed structure as to outward appearance and design will be in accord with the general plan and development of the proposed plat, no dwelling shall be erected until plans have been submitted to and approved in writing by grantor, their successors, assigns, or their designated agents.

TEMPORARY STRUCTURES

No structure of a temporary character and no trailer, shack, garage or other outbuildings shall be used on any land at any time as a residence, either temporarily or permanently.

BUILDING LOCATION

Any building or attached appurtenance or garage erected 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 or 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 of any kind shall be displayed to the public view on any land except one 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 hereinabove.

ANIMALS AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and 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

The premises 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 or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from the streets.

FENCE, WALLS, ET CETRA

No fence, wall, hedge or mass planting shall be permitted except upon approval in writing by the grantors, their successors, assigns, or designated agent.