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# Brule Village Restricted Covenants



Owning Brule Village real estate is attractive due largely to its unique beauty. Brule Village is located in the heart of Ski Brule, a 3,000-acre resort offering year round recreational opportunities. Brule Village Restrictive Covenants ensure peace and serenity in Brule Village now and in the years to come

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Brule Ski Village Plat #2  
Restrictive Covenants

Ski Brule, Inc., a Michigan Corporation, of Iron River, Michigan, being fee owner of the following described real property: part of the Southwest Quarter of the Southwest Quarter (SE ¼ - SW ¼), Section Sixteen (16), Township Forty – two (42) North, Range Thirty five (35) West, Stambaugh Township, Iron County, Michigan, more fully described as commencing at the Southwest corner of said Section 16, thence East 344.00 feet along the Sought line of said Section 16, thence North 28°26'55" East 0.95 feet to the Point of Beginning, thence North 28° 26' 55 " East 225.97 feet, thence Northwesterly 256.59 feet along the arc of a 139.50 foot radius curve to the Right, the cord of which bears North 10°02'22" West 221.92 feet, thence North 48°21'03" East 97.43 feet, thence Northeasterly 136.14 feet along the arc of 113.87 foot radius curve to the Left, the chord of which bears North 14°06'03" East 128.17 feet, thence Northwesterly 115.79 feet along the arc of a 335.17 foot radius curve to the Right, the chord of which bears North 10°02'22" West 115.21 feet, thence North 00°21'19" West 347.46 feet, thence South 89°56'57" West 347.46 feet, thence South 89°56'57" West 106.17 feet, thence North 00°03'03" West 66.00 feet thence South 89°56'57" West 25.56 feet, thence North 00°03'03" West 175.00 feet to the South One –Sixteenth line of said Section 16, thence North 89°56'57" East 782.45 feet along said South One-Sixteenth line, thence South 00°21'19" East 1311.48 feet to the North line of Brule Ski Village, thence North 89°39'39" West 246.01 feet along said North line, thence South 89°51'39" West 584.85 feet along said North line to the Point of Beginning same being the real property platted as "Brule Ski Village #2", hereby makes the following declaration as to limitations, restrictions, and uses to which the lots and/or tracts constituting said Plat may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said Plat, this declaration of restrictions being designed for the purpose of keeping said Plat desirable, uniform and suitable in architectural design and use as herein specified.

1. **LAND USE:** All lots in said Plat shall be used for residential / rental purposes only, except that the developers shall be entitled to use lots within said Plat for the purpose of transacting business relating to this Plat or related Plats.
2. **BUILDING SIZE AND TYPE:** Not more than one (1) residence shall be erected or constructed upon any lot within said Plat and such residence shall not exceed two and one half (2-1/2) stories in height. Said residence shall be a single-family residence in general outward appearance but may be modified internally to allow use as a multiple unit. No building, other than said residence, shall be erected upon a lot within said Plat except two (2) outbuildings incidental to residential use of the premises. No dwelling on any lot shall have a living area of less than 480 square feet on the first floor. A proposed floor plan must be provided to the developers and approval thereof must be obtained from the developers, in writing, with regard to restrictions specified above, same shall be obtained in conjunction with completion of the development checklist as provided for in Paragraph 13 hereof.
3. **BUILDING SETBACK REQUIREMENTS:** Any building or attached appurtenances or garage or appurtenant building erected on a lot within the said Plat shall have a setback from the front and rear lot line of not less than twenty-five (25) feet and not less than fifteen (15) feet from side lot lines. Setback approval must be obtained from developers, in writing, with regard to the restrictions specified above, same shall be obtained in conjunction with the completion of the development checklist as provided for in Paragraph 13 hereof. Said setback requirements shall apply as to all buildings and structures. Said setback requirements are not exclusive; they may be expanded by the terms of Paragraph 5 hereof.

4. **ARCHITECTURAL APPROVAL:** In order that the proposed structure as to outward appearance and design will be in accord with the general plan in development of the said Plat, no building shall be erected, placed, or altered on any lot until a proposed architectural drawing is provided to and approved by the developers in writing, in conjunction with completion of the development checklist as provided for in Paragraph 13 hereof. In this regard, the general plan of development is generally described as: Nordic, Alpine, Northern, Swiss, Log type architectural styles, with extensive use of natural wood and stone materials as contrasted with Suburban, Ranch, Traditional, Colonial type architectural styles using metals and masonry materials.
5. **BUILDING LOCATION APPROVAL:** In addition, the requirements of Paragraph 3 hereof, building location shall be governed by this paragraph. In order to maintain the natural amenities and to maximize their enjoyment of all owners in the Plat, location of all buildings shall be approved, in writing, by the developers. Such approval shall be obtained in conjunction with completion of the development checklist as provided for in Paragraph 13 hereof. In this regard, preservation of view from other lots, limitations of tree cutting, maintenance of natural grade, limitation of erosion, preservation of privacy, and the like shall be considered.
6. **CONTRACTOR APPROVAL:** All general building contractors and/or subcontractors who offer to do construction on any lot of the Plat of Brule Ski Village #2 must first obtain written approval of the developers as qualified contractor for each construction project. In considering such requests, race, creed, color, sex, national origin will not be considered. Factors of abilities and experience in similar construction; general reputation for good workmanship, timeliness, fair dealing, and the like shall be considered. Such approval shall be obtained, in writing, in conjunction with completion of the development checklist as provided for in Paragraph 13 hereof.
7. **SEPTIC SYSTEM PERMITS:** Prior to the start of any site preparation, alteration, or building construction, a permit for the construction of an on-site sewage disposal system must be obtained from the Dickinson-Iron District Health Department and such permit displayed to the developers and recognize as complete on the development checklist provided for in Paragraph 13 hereof.
8. **SEPTIC SYSTEM REQUIREMENTS:** Cut-down septic systems are required on all lots. All soils with poor absorption rates shall be removed from the sewage absorption area to a depth which will penetrate soils having acceptable characteristics. The excavated land shall be backfilled with coarse sand or gravel. The actual depth and area to be excavated will be determined by the Dickinson-Iron District Health Department.
9. **SEWER AND WATER:** Public sewer and water hook up must be utilized to the exclusion of private systems if such public systems are available. When used in this context, available means that the public authority responsible for the utility offers such service. Water source approval must be obtained from the developer in writing, prior to any development. Such approval shall be obtained in conjunction with completion of the development checklist as provided for in Paragraph 13 hereof.
10. **ACCESS ROADS AND DRIVEWAY:** Access road and/or driveways must be approved by the developers and the Iron County Road Commission, in writing, as to location, grade, drainage and construction specifications. Such approvals shall be obtained in conjunction with completion of the development checklist as provided for in Paragraph 13 hereof.
11. **TREE CUTTING:** No trees of diameter greater than three (3) inches shall be cut without specific marking and written approval of the developers. Such approval shall be obtained in conjunction with completion of the development checklist as provided for in Paragraph 13 hereof. Trees are considered to be an important, aesthetic feature. On this basis, approval for removal will not be granted unless absolutely required for reasonable development.

12. LAND USE PERMIT: Prior to any development, a Land Use Permit or the equivalent shall be obtained from the Township. Such permit must be displayed on the lot to the developers and recognized as complete on the development checklist as provided for in Paragraph 13 hereof.
13. DEVELOPMENT CHECKLIST: Prior to commencement of any development on any lot within the Plat, the following items as provided for herein must be approved and/or completed and same must be specified by the signature of the developer on a checklist form provided by the developer. Such checklist shall describe the lot, the owner, the date of approval and/or completion of each item, in addition to the signature of the developer.
  - a. Building size and type approval (from Paragraph 2).
  - b. Building setback approval (from Paragraph 3).
  - c. Architectural approval (from Paragraph 4).
  - d. Building location approval (from Paragraph 5).
  - e. Contractor approval (from Paragraph 6).
  - f. Septic system permit (from Paragraph 7).
  - g. Water system approval (from Paragraph 9).
  - h. Access and driveway approval (from Paragraph 10).
  - i. Tree cutting approval (from Paragraph 11).
  - j. Land use permit (from Paragraph 12).
14. UTILITIES AND RIGHT-OF-WAY: Construction, of any type, on road right of ways and/or utilities easements is strictly prohibited.
15. SEVERANCE OF LOTS BY DRIVES OR STREETS: No drives, alleys, roads or streets, public or private, may be used or built through any lots or across any corners thereof without prior approval of the developers.
16. DUSK TO DAWN LIGHTS: No dusk to dawn type lights shall be installed on any lot of the Plat.
17. SIGNS: Except as hereinafter provided, no sign of any kind shall be displayed in the public view on any lot within said Plat. It shall be permissible to display one (1) identification name sign of not more than two (2) square feet in dimension. In the event that a premises within said Plat is for sale, it shall be permissible to display thereon one (1) sign of not more than two (2) square feet in dimension, for such purpose, said sign to conform in size, form, and content to those approved by Ski Brule, Inc., or in the alternative, shall be plain white sign with black lettering stating "For Sale – Lot Number XXX, \$XXXX, Phone XXX," with the X's being replaced by appropriate numbers. Developers shall be permitted to maintain not more than four (4) signs, not greater than four (4) feet by eight (8) feet, advertising lot sales and related business. Directional signs may be maintained at the discretion of the developer.
18. PROHIBITION OF OFFENSIVE FENCES OR PLANTINGS: No fence, wall, hedge or mass planting shall be permitted except upon approval in writing by the developers.
19. FIREARMS: No part of the Plat shall be used as a target range or any type of shooting facility.
20. 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. Incinerators are prohibited. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be suitably screened from view from streets. Developers are not responsible for refuse pickup.
21. ANIMALS AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot within said Plat except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes, or are allowed to constitute a nuisance.
22. TEMPORARY STRUCTURES: No structure of a temporary or mobile caricature, or portion thereof, including, but not limited to, recreational vehicle, mobile home, trailer, shack, garage or

other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

23. **AUTO STORAGE:** Vehicles, stored within the Plat for periods of Seventy-two (72) hours or more when the owner is not present, must be operable and parked so as not to detract from overall aesthetic appearance. The developers shall determine this considering such factors as nearness to roadway, view and general vehicle condition.
24. **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 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 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 developers, (2) The owners of sixty (60) percent of the lots contained within the said Plat. 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 be automatically extended for successive periods of ten (10) years, unless an instrument executed by the owners of a majority of the lots within said Plat 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 simple in a given lot shall constitute a unit having a single vote.
25. **ENFORCEMENT:** These restrictions and reservations are made for the benefit of any and all persons who now own, or who may hereafter own, property in the Plat of Brule Ski Village #2, and such persons are specifically given the right to prevent or stop violation of any of said restrictions, by injunction or other lawful procedure, and to recover any damages resulting from such violation including reasonable costs, including attorney fees resulting from enforcement.
26. **SEVERABILITY OF COVENANTS OR CONDITIONS:** In the event that any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.
27. **DEFINITIONS:** When used herein, the following terms shall have definitions as follows:
  - a. **Building:** any structure and/or alteration thereof.
  - b. **Developers:** the original developers of Brule Ski Village #2, its successors or assigns.
  - c. **Development:** any change caused by or at the direction of man.
  - d. **Plat:** Plat of Brule Ski Village #2.
  - e. **Related Plats:** Brule Ski Village, Mountain View Village and/or any other Plats created by developers.
  - f. **Residential:** for living accommodation as opposed to industrial or commercial. However, not to exclude rental.

Dated this 6<sup>th</sup> day of December 1979