

Voyager Village Property Owners Association

Declaration of Covenants,
Restrictions and By-Laws



420007

BURNETT COUNTY
WISCONSIN

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**2012 RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR VOYAGER VILLAGE
SUBDIVISION
AND ADDITIONS THERETO,
BURNETT COUNTY, STATE OF WISCONSIN**

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This 2012 Restated Declaration of Covenants and Restrictions for Voyager Village Subdivision and Additions Thereto, Burnett County, State of Wisconsin ("2012 Restated Declaration") is made this 15th day of June, 2012, by Voyager Village Property Owners' Association, Inc. ("Association").

Name and Return Address
and drafted by:
Attorney James R. Smith
Pinkert Law Firm LLP
454 Kentucky St., P.O. Box 89
Sturgeon Bay, WI 54235

RECITALS

A. The Association was created to oversee the development known as Voyager Village, in accordance with a general plan or scheme of development, integrating clusters of residential lots with a minimum lot size of 20,000 square feet each, density of approximately 1.2 acres of subdivided land and open space per lot, and approximately 35% of the area in common open space, said development to include residential lots, residential townhomes, commercial property, recreational improvements, and permanent green areas. In addition, the Association was created to provide for the protection of the values, amenities, and qualities within its boundaries and for the maintenance, improvement, regulation, and preservation of all assets contained therein and, to this end, to subject all of the properties in the development to the covenants, restrictions, easements, charges, and liens set forth in this Declaration. The development shall also be governed by all federal, state, county, and township rules and ordinances.

Furthermore, the Association declares that all of the real property in the development is and shall be held, conveyed, and occupied subject to the covenants, restrictions, charges, and liens set forth in this Declaration.

B. Voyager Village is a residential development which consists of approximately 3,365 parcels of land (referred to herein as "Lots") located in Burnett County, Wisconsin.

C. Voyager Village is subject to a Declaration of Covenants and Restrictions for Voyager Village Subdivision and Additions Thereto, Burnett County, State of Wisconsin recorded in the Office of the Register of Deeds for Burnett County, Wisconsin, at Volume 245 of Records, Pages 205-288, Document No. 168989, on the 23rd day of September, 1970 ("Declaration").

D. Association is a nonstock corporation organized under the laws of the State of Wisconsin as a property owners' association which governs the affairs of Voyager Village pursuant to the Declaration, the Bylaws of Voyager Village Property Owners' Association, Inc., and by such rules and regulations as may be adopted by the Association from time to time.

E. The Association has the duty and the power to maintain, improve, regulate, and preserve the common properties (including the Common Green Properties and Common Improved Properties) as hereinafter defined, to administer and enforce the covenants, conditions, easements, and restrictions contained in the Declaration, and to collect assessments from lot owners to pay Association expenses.

F. The Declaration provides that the covenants and restrictions of the Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association, any owner, their respective heirs, successors, and assigns for a term of 45 years from the date of recording of the Declaration, and that at the time of expiration of said 45-year term, the Declaration would be automatically extended for periods of 15 years each, unless an instrument approved by the then-owners of two-thirds (2/3) of the Lots has been recorded to terminate or modify the Declaration.

G. Association, with the written consent of the Owners of two-thirds (2/3) of the Lots, wishes to amend, modify, and restate the Declaration as hereinafter set forth by adopting and recording this 2012 Restated Declaration as required by Article X, Section 3 of the Declaration. This 2012 Restated Declaration shall be effective upon being recorded in the Office of the Register of Deeds for Burnett County, Wisconsin, and shall replace the Declaration.

NOW, THEREFORE, this 2012 Restated Declaration is adopted, executed, and recorded for the purpose of amending and replacing the Declaration.

ARTICLE I **DEFINITIONS**

The following words or phrases, when used in this 2012 Restated Declaration shall have the following meanings:

1. "Association" shall mean and refer to Voyager Village Property Owners' Association, Inc.

2. "Properties" shall mean and refer to all real property identified in Article II of this 2012 Restated Declaration.

3. "Lot" or any allowable combinations thereof shall mean and refer to any numbered lot shown upon any recorded plat or map contained within the boundaries of Voyager Village. In addition, all townhouses contained within the development boundaries shall carry the same definition.

4. "Common Green Properties" shall mean and refer to those lands shown on the recorded plat of the Properties, that are not Lots, and are intended to be devoted to the common use and enjoyment of the Owners. These Properties are fully described in Article III of this 2012 Restated Declaration.

5. "Common Improved Properties" shall mean and refer to those lands that contain improvements thereon and which are shown on any recorded plat of the properties that are not Lots, Common Green Properties or additional properties and are intended to be devoted to the common use and enjoyment of the Owners. These properties include all of the Voyager Village amenities, corporate maintenance, storage buildings, offices and such other facilities as are or may be required to conduct the Association's business affairs. These properties are more fully described in Article IV contained herein.

6. "Common Property" and "Common Properties" shall mean the Common Green Properties and Common Improved Properties.

7. "Additional Properties" shall mean and refer to those lands owned by the Association which are shown on any recorded plat of the Properties that are not Lots, Common Green Properties or Common Improved Properties. Additional Properties are those which are being held by the Association pending disposition which may include either a sale or reclassification to another type of property described herein. The Association may subject additional property to this 2012 Restated Declaration, provided that any property which is added thereto shall comply with all of the covenants and restrictions contained in this 2012 Restated Declaration.

8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided fee interest in any Lot, or to a person or entity which has an interest as a land contract purchaser in any Lot, but shall not mean or refer to any person or entity that holds such interest merely as security for a debt or other obligation.

9. "Member" shall mean and refer to any Owner who is a member of the Association. Each Owner shall be a Member of the Association and shall have one (1) vote for each Lot which he/she owns. If two (2) or more Lots have been combined to create a consolidated site for a single-family residence or a consolidated site in the perpetual camping area, following the procedures described in Article V, Section 11 and approved as such by the Architectural Environmental Control Committee of the Association, then the owner of the combined Lots shall have one (1) vote for the combined Lots as a whole. The Association shall have one (1) vote for each Lot which it owns solely for the purpose of establishing a quorum at all annual or special meetings of the Members.

10. "Board" shall mean and refer to the Board of Directors of the Association.

ARTICLE II
REAL PROPERTY SUBJECT TO THIS 2012 RESTATED DECLARATION

The property which is subject to this 2012 Restated Declaration ("Property") is legally described on Addendum A attached hereto and made a part hereof. It is intended that the Property (and each and every portion thereof) shall be subject to this 2012 Restated Declaration and shall be held, conveyed, transferred, and used subject to the covenants, conditions, easements, restrictions, assessments, charges and liens set forth in this 2012 Restated Declaration.

ARTICLE III
COMMON GREEN PROPERTIES

1. **Nature and Ownership of Common Green Properties**

(a) **General Provisions.** All Common Green Properties shall remain private except as provided herein. Federal, State and local statutes, ordinances, and regulations shall govern the use thereof, except as provided herein.

(b) **Grounds.** "Grounds" are green areas and open spaces which are to be used for recreational purposes and for the preservation of the environmental qualities of Voyager Village.

2. **Use and Enjoyment of Common Green Properties.** A Member, his/her family members, and their guests shall have the right to use and enjoy the Common Green Properties, however, such use shall be subject to all of the covenants, conditions, and restrictions stated in this 2012 Restated Declaration and all regulations which the Board may adopt and publish, and amend from time to time.

The Board shall have the power to suspend a Member's rights (and that of his/her family members and guests) to use the Common Green Properties for any period during which any assessment on said Member's Lot(s) remains unpaid, and for any infraction of the covenants, conditions, or restrictions stated in this 2012 Restated Declaration, or any rule or regulation adopted by the Board from time to time for the use, protection, and preservation of the Common Green Properties.

3. **Protection and Preservation of Common Green Properties.**

(a) The Common Green Properties shall not be reduced by sale or development unless such sale or development is approved by not less than two-thirds (2/3) of the votes cast by Members present in person or by proxy at the Association's annual meeting.

(b) The Common Green Properties shall be preserved in their natural state, subject to the development of any planned trail systems, reasonable silvicultural (forest management) measures, and measures instituted for soil protection as may be approved from time to time by the Board.

(c) No person shall dump any garbage, trash, or other refuse anywhere on the Common Green Properties except in such places as may be designated for such purposes by the Board.

(d) No person shall engage in any tree-cutting, trail-making, burning, or like activity on the Common Green Properties. Any such activity, if consistent with the purposes of this 2012 Restated Declaration and in the interest of Voyager Village, as determined by the Board, shall be carried out only by persons specifically authorized by the Board.

(e) No docks, piers, floats, slides, or the like shall be built or maintained anywhere along the shorelines or on the waters within Voyager Village except those established and maintained by the Association. Boats and other watercraft, including, but not limited to, jet skis, kayaks, canoes, windsurfer boards, and the like shall not be indiscriminately beached but shall be kept in places designated by the Board.

(f) The Board shall have the power to adopt and publish other rules and regulations from time to time for the protection and preservation of the Common Green Properties.

ARTICLE IV **COMMON IMPROVED PROPERTIES**

1. Nature and Ownership of Common Improved Properties

(a) **General Provisions.** All Common Improved Properties are and shall remain private except as provided herein. Federal, state and local statutes, ordinances, and regulations shall govern the use thereof, except as provided herein.

(b) **Improved Grounds.** A portion of the Common Improved Properties is known as "Improved Grounds". These areas, including any and all improvements thereon, are intended for recreational use by the Members, his/her family members, and their guests and include all of the Association's amenities and facilities, now or hereafter offered, altered or modified, including new construction undertaken by the Association to carry out its duties and responsibilities to the Members. The Improved Grounds shall be designated by the Association which shall have the power to add or remove Improved Grounds from time to time if such action is approved by not less than two-thirds (2/3) of the votes cast by Members present in person or by proxy at an annual meeting of the Association.

(c) **Facilities.** A portion of the Common Improved Properties contain buildings and other improvements for administrative, maintenance, service or recreational purposes including the land upon which they are situated, all of which are known collectively as "facilities".

The Association shall have the right to establish additional facilities, or to modify or close any facility that is part of the Common Improved Properties. The Association may reclassify additional properties as to any land which it deems necessary to accommodate the addition of new facilities or the modification of any existing facilities. Any such reclassification shall be done within the limitations established by the Architectural and Environmental Control Committee of the Association ("AECC") and with the prior approval of the Board. Any such additional facilities shall be subject to all federal, state, and local regulations; however, approval by the AECC shall not be required.

2. **Use and Enjoyment.** A Member, his or her family members, and his or her guests shall have the right to use and enjoy the Common Improved Properties, subject to the restrictions stated in this 2012 Restated Declaration and other reasonable regulations as prescribed by the Board from time to time.

3. **User Fees.** The Board shall have the power to impose and collect reasonable user fees for the use of those facilities for which a user fee is deemed necessary by the Board. In the event that the Board elects to make certain facilities available for public use as well as the use of Members, their families and guests, any fee schedules established for such facilities will be graduated to reflect preferential treatment in favor of: 1) Members and their immediate family; 2) guests of Members; and 3) the general public, in the foregoing order. The Board may establish temporary promotional rates for the use of said facilities from time to time.

4. **Protection and Preservation.** Common Improved Properties shall not be sold by the Association unless any such sale, including the financial terms and conditions thereof, is approved by not less than two-thirds (2/3) of the votes cast by Members present in person or by proxy at the Association's annual meeting at which a quorum of Members is present. In addition, the Common Improved Properties shall be subject to the following restrictions:

- (a) No person shall dump any garbage, trash or other refuse anywhere on the Common Improved Properties, except in such places as may be designated for such purposes by the Board. No person shall engage in any tree cutting, trail-making, burning or other activity on the Common Improved Properties. The foregoing activities shall be consistent with the purpose(s) of this 2012 Restated Declaration and shall be carried out only by persons or firms specifically authorized by the Board to take such actions.
- (c) No docks, piers, floats, slides, or the like shall be built or maintained anywhere along the shorelines or on the waters within Voyager Village, except those established and maintained by the Association. Boats and other watercraft, including, but not limited to, jet skis, kayaks, canoes, windsurfer boards, and the like shall not be indiscriminately beached but shall be kept in places designated by the Board.

The Board shall have the power to adopt and publish other rules and regulations for the protection and preservation of the Common Improved Properties.

ARTICLE V
LOTS

1. **Residential Use.** All Lots in Voyager Village shall be used for single-family residential purposes only, except as hereinafter permitted, and except for camping as expressly provided for herein.

2. **Perpetual Camping.** Perpetual camping is permitted in the following subdivisions located within Voyager Village: Overland, Skylight Glen, Upland Woods, and Wildwood, and any additional subdivisions if approved by 100% of the Lot Owners in a particular subdivision who are current in their Association assessments.

3. **Other Camping.** Camping which is not perpetual camping shall be subject to the judgments rendered in Burnett County Circuit Court Case Nos. 80-CV-752 and 83-CV-752 as summarized in the document entitled "Second Order Amending Final Judgment" in Burnett County Circuit Court Case 83-CV-752 dated January 16, 1987 and the agreement attached thereto by and between the plaintiff, Concerned Property Owners of Voyager Village, and the defendant, Voyager Village Property Owners Association, Inc., dated December 30, 1986.

"Other camping" as provided for herein shall be subject to the following restrictions:

- a) Camping equipment may be placed on a Lot on April 1 of each year and shall be removed not later than November 1 of each year.
- b) All camping equipment and apparatus shall be removed from a Lot when it is vacant and unoccupied for a period of more than seven (7) days unless it is connected to an approved septic system.
- c) The Association shall have the right to grant permission to camp on a Lot for a period of time not to exceed six (6) months during the construction of a dwelling thereon.
- d) A Lot Owner shall provide proof of his/her intention to build on a Lot by furnishing a building permit to the Association.

4. **Time Limit on Camping.** Camping is permitted for a period of five (5) years from the date of the original purchase from the Association on a lot that has not been owned by an individual since the inception of Voyager Village. After that five (5) year period, there may be no camping on any Lot unless the period allowed for camping is extended by the Board of Directors through the Architectural and Environmental Control Committee on a case-by-case basis where the Lot Owner has demonstrated to the Board of Directors and the Architectural and Environmental Control Committee that commencement of a building on said Lot is imminent. Lots may be used for other reasonable purposes such as picnicking and preparing for construction of a dwelling thereon.

5. **Tree Cutting.** Trees may be cut and trimmed on any Lot in accordance with an approved site plan developed in compliance with the defined standards of the AECC, as amended from time to time. The town fire chief may approve limited cutting in accordance with DNR fire safety standards; however, any such limited cutting shall first be approved by the AECC.

6. **Home Occupations or Professional Offices.** Home occupations or professional offices may be permitted on a Lot as allowed and regulated by the Burnett County Zoning Ordinance, as amended from time to time, provided that any such use shall be permitted only upon prior written approval of the Board.

7. **Lot Size and Division.** No Lot in Voyager Village shall be divided or subdivided to create additional Lots.

8. **Types of Buildings.** All Lots within Voyager Village are restricted to one (1) single-family residence. In addition, not more than one (1) outbuilding as defined in the Burnett County Zoning Ordinance, as amended from time to time, may be erected, placed, or permitted on each Lot in addition to the single-family residence, except in the case of a variance being granted for one (1) or more additional outbuildings as provided for herein. All outbuildings shall i) not be erected prior to the completion of the exterior of the single-family residence on said Lot; ii) conform in external appearance to the single-family residence on said Lot; and iii) not be used for living space. All single-family residences and outbuildings shall conform to the standards established by the AECC, as may be amended from time to time. The AECC may approve a variance to allow one (1) or more additional outbuildings to be erected, placed, or permitted on a Lot if, in the sole discretion of the AECC, the size of the Lot is suitable for one (1) or more additional outbuildings. The ground floor area of any outbuilding on any Lot shall not exceed the ground floor area of the single-family residence inclusive of an attached garage located thereon. In the event that a variance is granted for one or more additional outbuildings, the footprint of any outbuilding may not exceed the ground floor area of the single-family residence inclusive of an attached garage located on said Lot.

In addition to the permitted outbuildings as specified above, a single residential accessory building such as a bunkhouse or temporary guest quarters may be constructed on a Lot if permitted by the Burnett County Zoning Ordinance, as amended from time to time, and if a building permit for said structure is obtained from Burnett County by the Lot Owner. The construction of said residential accessory building shall be subject to the prior written approval of the AECC, and if approval is granted by the AECC (and the structure is permitted by Burnett County), a document shall be recorded with the Register of Deeds for Burnett County, Wisconsin, setting forth any use restrictions related to the residential accessory building as imposed by the AECC. The Burnett County Zoning Ordinance and any related land use ordinance, as amended from time to time, shall be strictly adhered to by all Lot Owners. No accessory building described in this Section 6 shall be leased, rented, or used solely as a residence.

8. **Foundation.** Any building erected on any Lot in Voyager Village shall have a full foundation which complies with the Wisconsin Uniform Dwelling Code, all applicable ordinances of Burnett County, and the AECC standards, as amended from time to time. The AECC may exempt from the requirements of this Section 8 any porch, sundeck, or the like if the design of the single-family residence on the Lot or the topography of the Lot makes such exemption reasonable or necessary. Deck and porch supports and similar exposed structural members shall conform in design and appearance to the single-family residence and shall be subject to the approval of the AECC.

9. **Single-family Residence Size.** Each single-family residence erected on a Lot shall comply with the following restrictions:

- (a) No single-family residence shall exceed an average of 35 feet in height above the finished grade elevation, or an average of 37 feet in height above pre-construction grade elevation, whichever is lower.
- (b) No single-family residence shall have a ground floor area of less than 768 square feet, exclusive of an attached garage. For purposes of calculating the square footage, spaces enclosed by walls (including windows or screens) and covered by a roof shall apply; or
- (c) No single-family residence shall have a width of less than 24 feet, unless otherwise approved in writing by the AECC.

10. **Building Setbacks From Lot Lines.** The front, rear, and side yard setback limitations which shall apply to the placement of buildings on all Lots in Voyager Village are as follows:

- | | | |
|-----|------------|---------|
| (a) | Front yard | 30 feet |
| (b) | Rear yard | 75 feet |
| (c) | Side yard | 10 feet |

The AECC may waive or reduce one or more of the setback requirements for individual Lots in accordance with the building setbacks specified in the Burnett County Zoning Ordinance, as amended from time to time.

11. **Use of Contiguous Lots for a Consolidated Site.** Whenever two (2) or more contiguous Lots are owned by the same owner, and the owner desires to use two (2) or more Lots as a consolidated site for a single-family residence or a consolidated site in the Perpetual Camping Area, he/she shall first apply to the AECC for approval according to the policies and procedures to combine Lots established by the AECC. If approval for a consolidated site is granted by the AECC, and a single-family residence is constructed on the consolidated site or a consolidated site for camping is approved, then an approved septic system shall be installed on the consolidated site, and the consolidated site shall be treated in all respects as a single Lot for the purpose of applying this 2012 Restated Declaration, including, but not limited to, Section 1 of Article VII which governs assessments. The consolidated site shall be considered a single Lot

for assessment purposes. A certified survey map combining the Lots to create the consolidated site shall be prepared and recorded with the Burnett County Register of Deeds Office and a copy of said recorded map shall be filed with the Association.

12. Completion of Exterior Construction. The exterior of all buildings, including painting or staining, shall be completed not later than six (6) months from the date that construction begins. Every Owner of a Lot who intends to construct a building thereon shall notify the Association in writing of the date of commencement prior to said date.

13. Roofing and Exterior Materials and Colors. All buildings shall be roofed with roofing material in approved shades of brown, blue, black, green, red, or gray, or natural cedar shingles or shakes, and all building exteriors shall be finished in colors compatible with the AECC color chart. All exterior materials and colors are subject to the prior written approval of the AECC in advance of the commencement of construction, staining, or painting.

14. Signs, Fences and Sundry Structures. No signs shall be displayed on any Lot except a single sign identifying the property and a "For Sale" sign in the event the Owner places the property for sale. Identification signs shall not exceed four (4) square feet in area and shall be constructed of natural materials and finished in natural colors. Any and all signs placed on a Lot shall conform with the requirements of the Burnett County Sign Ordinance.

"For Sale" signs shall be displayed only with the permission and under the supervision of the AECC and such regulations as may be adopted relative thereto by said AECC from time to time. Licensed Real Estate Brokers shall be deemed to have been granted permission to place "for sale" signs on properties listed by them if the placement of signs is in compliance with all applicable Burnett County ordinances.

Outdoor fuel storage tanks placed on any Lot shall be buried below the surface of the ground or screened through the use of fencing or vegetation as required by the AECC.

Boundary fences on individual Lots are prohibited. Decorative fences such as split rail fences may be approved and placed on any Lot after approval by the AECC.

15. Surface Drainage, Sanitary Facilities, Nuisances, and Pets. The natural surface drainage patterns of any Lot shall not be changed or modified by grading, damming, filling or the installation of culverts, except with the prior written approval of the AECC. It is understood that natural surface drainage patterns may change as a result of construction on a Lot and no action shall be taken to change any such natural surface drainage pattern prior to the issuance of all necessary permits by Burnett County and the Association.

An approved Private On-Site Wastewater Treatment System in compliance with the Wisconsin Administrative Code, Section Com. 83, as regulated, approved, and enforced by the State of Wisconsin and Burnett County shall be required for each Lot upon which a single-family residence is constructed. Non-plumbing permits as defined in the Wisconsin Administrative Code, Section Com. 91, as amended from time to time, or any and all successor regulations

which include, but are not limited to, incinerating toilets or composting toilets are permitted in Voyager Village.

No Lot nor any portion of any Lot shall be used for the dumping of garbage, trash or refuse of any kind, except that construction debris may be temporarily allowed on the property when construction on said Lot is underway. Such temporary storage shall be maintained in a clean and sanitary manner as determined by the AECC.

No animals shall be kept or maintained on any Lot, except in accordance with town and county ordinances. Only usual household pets are allowed such as dogs and cats and, in such cases, the pets shall be so kept and maintained as not to become an unreasonable annoyance or nuisance to other residents in Voyager Village. The Board may, from time to time, establish rules and regulations relating to the keeping of pets within Voyager Village.

16. Protective Maintenance of Lots. Every Owner of a Lot shall maintain his/her Lot in such manner as to prevent surface erosion, the growth of noxious weeds, fire hazards, the improper operation or condition of wells and waste water treatment systems, and the like.

In the event that an Owner of a Lot fails to comply with the foregoing requirements, the Association, through its agents or employees, shall have the right to enter upon said Lot and abate any of the conditions mentioned above, and the cost of any such abatement shall be added to or become part of the Owner's annual maintenance assessment. The Association shall also establish and enforce a fine system as established by the AECC and approved by the Board.

ARTICLE VI

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Purposes of Architectural and Environmental Control. The Architectural and Environmental Control Committee ("AECC") is established for the purpose of protecting and preserving the values, amenities, and qualities of Voyager Village. Architectural and environmental control shall be administered by the AECC.

2. Composition and Appointment of the Architectural and Environmental Control Committee. The AECC shall be composed of three (3) individuals appointed by the Board who need not be Members of the Association who shall serve at the pleasure of the Board. Two (2) Members of the AECC shall constitute a quorum for the purpose of exercising the AECC's business.

3. Powers and Functions of the Architectural and Environmental Control Committee. The AECC shall have the powers and functions conferred upon it by this Article and other provisions of this 2012 Restated Declaration, as well as such other powers and functions as the Board may confer upon it in writing from time to time.

4. Construction or Improvement Permit. No construction or improvement involving the modification of any Lot or area to be developed or held as Common Property shall

be commenced without a permit issued by the AECC. Owners who apply for a permit from the AECC shall follow the following regulations:

- (a) Not less than thirty (30) days prior to the contemplated commencement of any construction or improvement of any Lot, the owner(s) of the Lot(s) shall submit, or cause to be submitted, to the AECC a written application on an application form provided by the AECC for such permit. The application shall be accompanied by one (1) complete set of plans and specifications for the proposed construction or improvement and a copy of the land use permit and approved building permit issued by Burnett County and the Township.
- (b) The plans shall include a site plan showing the location of all structures or improvements existing on the Lot and the location of the proposed structure or improvement thereon. The site plan shall be drawn to scale.
- (c) The plans and specifications for the construction or improvement shall also depict the elevations of any buildings or structures, set forth the type and color of all exterior materials proposed to be used (including, but not limited to, the roof), and indicate the extent to which trees are to be cut and the topography of the Lot transformed.
- (d) Prior to commencing construction, a copy of the Burnett County land use and sanitation permit for said Lot must be provided to Voyager Village by the applicant.
- (e) The AECC shall render its decision regarding the permit application within fourteen (14) business days after receipt of the fully completed application and after examining the plans and specifications and viewing the proposed site.
- (f) The specific requirements for a permit as provided for herein shall also apply to the improvement of any Common Property undertaken by the Association.

5. Liability of the Architectural and Environmental Control Committee.

Neither the AECC or any agent or member thereof, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other supporting materials submitted to it, or for any defects in any work done pursuant thereto.

ARTICLE VII
ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, other than the Association, by acceptance of a deed or other conveyance, whether or not it

shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments, until paid, together with interest thereon and actual costs of collection, constitute a lien on the Lots on which they are assessed. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who was the Owner of such Lot at the time the assessment became due.

2. Annual Assessments.

(a) **Purpose of Assessments.** The annual assessments levied by the Association each year shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners, and in particular, for the maintenance, policing, preservation, and operation of the Common Properties, including, but not limited to, the cost of property taxes, labor, equipment, materials, management, and supervision thereof.

(b) **Determination of Assessments.** The annual assessments shall be determined according to the procedures specified in the Association Bylaws.

The rate of assessment shall not be limited by the amounts set forth in Section 779.70 of the Wisconsin Statutes, as amended from time to time.

(c) **Method of Assessment.** The assessment for each Lot shall be levied upon all Lots at the same time once in each year. The Board shall declare the assessments so levied due and payable at any time after thirty (30) days from the date of such levy, and the secretary or other officer of the Association shall notify the Owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by him/her, and the date such assessment becomes due and payable. Such notice shall be mailed to him/her at his/her last known post office address by the secretary of the Association.

(d) **Effect of Non-Payment of Assessments; Remedies of Association.** No Owner may waive or otherwise escape liability for assessments by non-use of the Common Properties or abandonment of his/her Lot. If the Association has provided for collection of assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment or any portion thereof, levied against any Lot remains unpaid for a period of sixty (60) days from date of the levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the Office of the Clerk of Court for Burnett County within six (6) months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and the date thereof, the name of the claimant (the Association), the name of the person against whom the assessment is levied, a legal description of the Lot, and a statement of the amount claimed, and said lien shall otherwise comply in form with the provisions of Wis. Stats. Section 779.70, as amended from time to time. Foreclosure of such lien shall be in a manner provided for foreclosure of maintenance liens under Wis. Stats. Section 779.70 or any successor statute. Suit by the Association to recover a money judgment

for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same.

(e) **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two (2) succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Properties, including, but not limited to, fixtures and personal property related thereto, provided that any such assessment shall be by the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at an annual meeting duly called for that purpose. The method of assessment, date of commencement of assessment, and effect of non-payment of assessment shall follow the provisions of Sections 2(c) and (d).

3. **Subordination of the Lien to Mortgages.** The lien of assessments provided for herein may, at the option of the Association, be subordinated to the lien of any mortgage. The sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any assessments thereafter becoming due or from the lien thereof.

4. **Joint and Several Liability of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for the amount therein set forth, provided said assessment is paid upon the conveyance of the Lot.

5. **Interest on Unpaid Assessment.** Any assessment under this Article VII which is not paid when due shall thereafter, until paid in full, bear interest at the highest rate of interest permitted by law.

ARTICLE VIII

GENERAL PROVISIONS

1. **Utility Easements.** Easements for utilities granted by the Association shall, to the extent practicable, follow road rights-of-way and/or property lines, and utilities shall, to the extent practicable, be placed underground to minimize destruction of trees and vegetation and modification of the topography. All underground utility lines located at a Lot line shall be continued underground within said Lot. The Board shall have the power to designate and grant to utility companies utility easements over any part of the Common Properties.

2. **Association's Right of Entry.** Persons appointed or hired by the Board to exercise the powers, duties or functions of the Association shall have the right to come upon any

Lot at any reasonable hour and in a reasonable manner, for the purpose of exercising these powers, duties and functions, with reference to such a Lot.

3. **Duration of the Covenants and Restrictions.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, any Owner, their respective heirs, successors, and assigns.

4. **Notices.** Any notice required to be given to any Member or Owner shall be delivered by regular mail, postage prepaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing. If the address of a Member or Owner is not known, the Association may use the address to which the Member or Owner's property tax bills are sent.

5. **Remedies for Breach of Covenants, Restrictions, or Regulations.** The violation or breach of any covenant, restriction, or regulation contained in this 2012 Restated Declaration, the 2012 Restated Bylaws of Voyager Village Property Owners' Association, Inc. ("2012 Restated Bylaws"), or the rules and regulations adopted by the Board shall give the Board the following rights:

(a) To enter upon any Lot upon which, or as to which, such violation or breach exists and summarily abate and remove, at the expense of the Owner, any structure, thing, or condition that may exist or occur thereon which is contrary to the intent and meaning of the provisions of this 2012 Restated Declaration, and in so doing, the Board or its agent shall not thereby be deemed guilty in any manner of trespass.

(b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuation of any violation or breach.

If the Association incurs legal fees, costs, or expenses in the enforcement of any provisions of this 2012 Restated Declaration, the 2012 Restated Bylaws, or rules and regulations, as a result of the action(s) or inaction(s) of any Owner or Member who violates any of the provisions contained in any of the aforesaid documents, then said Member or Owner shall be liable for and pay the actual attorney's fees, costs, and expenses incurred by the Association in said matter, and the Association may specially assess the Owner or Member therefore, and if not paid, file a lien against said Owner or Member's Lot pursuant to Wis. Stats. Section 779.70.

6. **Severability.** The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or any other provisions hereof.

7. **Governing Law.** This 2012 Restated Declaration shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

8. **Invalidity.** If any term or condition of this 2012 Restated Declaration, or the application of this Declaration to any person or circumstance shall be deemed invalid or

unenforceable, the remainder of this 2012 Restated Declaration, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

9. **Waiver.** No delay or omission by the Association in exercising any right or power arising out of any default under any of the terms or conditions of this 2012 Restated Declaration shall be construed to be a waiver of the right or power.

10. **Amendment.** This 2012 Restated Declaration may be amended by a two-thirds (2/3) affirmative vote of Lot Owners present in person or by proxy at an annual meeting of the Members. An amendment becomes effective when it is recorded in the Office of the Register of Deeds for Burnett County. The document submitting the amendment for recording shall state that the required votes for approval of the amendment were received. Each Lot shall have one (1) vote. In the case of combined Lots, there shall be one (1) vote for the combined Lots. As noted in Article I, Section 9., the Association shall have one (1) vote for each Lot which it owns solely for the purpose of establishing a quorum at such annual meeting.

11. **Execution in Counterpart.** This 2012 Restated Declaration may be executed in counterpart and the signature pages of each counterpart shall be appended to a single copy of this document for the purpose of recording as required by law.

**ADDENDUM A
TO
2012 RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR VOYAGER VILLAGE SUBDIVISION
AND ADDITIONS THERETO,
BURNETT COUNTY, STATE OF WISCONSIN**

**LEGAL DESCRIPTION
EXISTING PROPERTY AS OF THE DATE OF THIS
RESTATED DECLARATION**

T41N, R14W, Town of Webb Lake, Burnett County, Wisconsin:

Section 30,

NW SW, SW SW, SE SW, NE SW

NW SE, SW SE, SE SE,

GL 6

Section 31,

NW NE, SE NE,

Govt. Lots 1, 2, 3, 4, 5 and 6

NW NW, SW NW, SE NW, NE NW

NW SE, NE SE

NW SW, SW SW

Section 32,

NW NW, SW SW, SE SW

West half of SW NW

West half of NW SW

T40N, R14W, Town of Scott, Burnett County, Wisconsin:

Section 7,

SW NE, NE NE

G.L. 1 except Certified Survey Vol. 1 page 279 Map No. 268

G.L. 2

NW NW, SW NW, SE NW,

NW SW,

G.L. 3

G.L. 4 except South 17.50acres

GOV LOT 6 Except the Certified Survey Map recorded in Volume 12 of Certified Survey Maps, page 29 Map No. 2118 & Except the PLAT OF 9TH GREEN TOWNE HOMES & further excepting Document No. 383007

Section 18,

Govt. Lot 2 & part of Certified Survey Map recorded in Volume 12 of Certified Survey Maps, page 29 Map No. 2118 & ALSO Certified Survey Map recorded in Volume 1 of Certified Survey Maps, page 178 Map No. 175 & Excepting Plat Of Meadow Green Addition, Excepting the Plat of 9th Green Town Homes and further excepting Document No. 383007

T40N, R15W, Town of Jackson, Burnett County, Wisconsin:

Section 3,

SW SW

G.L. 3

Section 4,

G.L. 1 except West 1,000 feet

Section 9,

NW SE, SW SE, SE SE, NE SE

Section 10,

NW NE, SW NE, SE NE, NE NE

NW NW, SW NW, SE NW, NE NW

NW SE, SW SE, SE SE, NE SE

NW SW, SW SW, SE SW, NE SW

Section 11,

Govt. Lots 1, 2, 3, 4, 5, 6 and 7

NW NE, SW NE

NW NW, SW NW, SE NW, NE NW

SW SE

NW SW, SE SW

Section 12,

Govt. Lots 1, 2 and 3

NW NE, SW NE, SE NE, NE NE

SE NW, NE NW

NW SE, SW SE, SE SE, NE SE

SW SW, SE SW, NE SW

except land lying North of Loon Lake in NW 1/4

Section 13,

G.L. 1, 2, and 3 except lying South and East of Kilkare Road,

NE NW, NW NW, SW NW,

G.L. 4 except the North 400 feet

Section 14,

G.L. 1

G.L. 2 except the East 15 rods

SE NE,

NE SE, SW SE

SW SW, SE SW

Section 15,

NW NE, SW NE, SE NE, NE NE

SW NW, SE NW, NE NW

NW SE, SW SE, NE SE

NW SW, SW SW, SE SW, NE SW

Section 22,

NW SE, SW SE, SE SE, NE SE

NW SW, SW SW, SE SW, NE SW

SW NW, SE NW, NE NW

Section 23,

NW NE

SW SE

NE NW, SE NW

NW SW, SW SW

Section 26,

South half of G.L. 2 lying west of public highway

A portion of the above described property is now known and described as:

Lots 1- 61, Outlot 1 and Outlot 2, Aspen Green Addition to Voyager Village, Town of Scott, Burnett County, Wisconsin.

Lots 1-79 and Outlot 1, Aspen Hill Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-88, Outlots 1-12, Bent Tree Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lot 1-15 and Outlot 1, Big Bear Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin.

Lots 6-85, 92-112, Outlot 1 and Outlot 2, Bridle Trail Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-41 and Outlot 1, Crystal Shores Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin.

Lots 1-40 and Outlot 1, Crystal Valley Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin.

Lots 1-20 and Outlot 1, Deepwood Pines Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin.

Lots 1-10, 14-17, 22-95, Outlot 1, Outlot 2, of Deer Lodge Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin;

Lot 1 of Certified Survey Map No. 4410, recorded in Vol. 24 of Certified Survey Maps, page 74, as Doc. No. 412206, being Lots 18-21 of Deer Lodge Addition to Voyager Village; and

Lot 2 of Certified Survey Map No. 4410, recorded in Vol. 24 of Certified Survey Maps, page 74, as Doc. No. 412206, being Lots 11-13 of Deer Lodge Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin.

Lots 1-333, Outlots 1-13, of Deerpath Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-219, Outlots 1-4, of Eagles Nest Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-13 and Outlot 1 of Eighteenth Green Addition to Voyager Village, Town of Scott, Burnett County, Wisconsin.

Lots 1-101 and Outlots 1-3, Fox Ridge Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-98 and Outlots 1-6 of Great Bear Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-62, Outlots 1 and 2 of Half Moon Addition of Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-68 and Outlot 1 of Hawks Nest Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-20, Outlots 1 and 2 of Highland Trail Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin.

Lots 1-56, 58-79, 84-96; Outlots 1 and 2, of Highridge Oaks Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin;

Lot 1 of Certified Survey Map No. 3617 recorded in Volume 18 of Certified Survey Maps, Page 99, as Doc. No. 341646, being part of Lots 80, 81, 82 and 83 of Highridge Oaks Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin; and

Lot 2 of Certified Survey Map No. 3617 recorded in Volume 18 of Certified Survey Maps, Page 99, as Doc. No. 341646, being part of Lots 80, 81, 82 and 83 of Highridge Oaks Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin.

Lot 1 of Certified Survey Map No. 4431 recorded in Vol. 24 of Certified Survey Maps, pages 132 – 135 previously being Lot 26 of Wildwood Addition to Voyager Village and Lot 57 of Highridge Oaks Addition to Voyager Village.

Lots 1-100, Outlots 1, 2 and 3, of Honey Tree Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-52, Outlot 1, of Kilkare Green Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin. Lot 1 of Certified Survey Map No. 4387, recorded in Vol. 24 of Certified Survey Maps, Page 18, as Doc. No. 409684, being Lots 6 and 7 of Kilkare Green Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-20, of Little Bear Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin.

Lots 1-34, 40-45, 48-54, 60, and Outlot 1, of Meadow Green Addition to Voyager Village, Town of Scott, Burnett County, Wisconsin.

Lots 35-39, 55-59, and Outlot 1, of Meadow Green Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-61, and Outlot 1, of Morning Star Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-24, and Outlot 1 and Common Grounds, of Voyager Village 9th Green Towne Homes, Town of Scott, Burnett County, Wisconsin.

Lots 1-150, Outlots 1, 2 and 3, of Overland Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-58, and Outlots 1, 2 and 3, of Rainbow Pond Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-97, and Outlots 1, 2, 3, 4, 5 and 6, of Red Wing Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-114, 122, 129-132, Outlots 1 and 2, of Setting Sun Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-18, 23-86, and Outlot 1, of Silver Birch Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-78 and Outlot 1, of Skylight Glen Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-93 and Outlot 1, Spotted Fawn Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-4, 6-91, Outlots 1 and 2, Spring Green Addition to Voyager Village, Town of Scott, Burnett County, Wisconsin.

Lots 1-97, Outlots 1, 2 and 3, Tall Moon Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-39, 41-59, 61-69, Outlot 2 CSM V 15 P 66 Map No. 3191 (formerly part of OUTLOT 1), Thunderbird Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lot 1 CSM V 3 P 129 Map No. 699 Also Being Part Lot 59 & 60 Thunderbird Addition to Voyager Village Outlot 1 & Lot 40 Ex Outlot 2 CSM V 15 P 66 Map No. 3191 Thunderbird Addition to Voyager Village

Lots 2-116, Outlot 1, Treasure Island Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-76, Outlots 1 and 2, Trout Spring Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-41, Upland Woods Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin.

Lots 1-34, Outlots 1, 2 and 3, Viking Hill Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-21 and Outlot 1, Whispering Pines Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin.

Lots 1-92, Outlots 1, 2, 3 and 4, Wilderness Trail Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-40, Outlot 1, Wildwood Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin.

Lot 1 of Certified Survey Map No. 4431 recorded in Vol. 24 of Certified Survey Maps, pages 132 – 135 previously being Lot 26 of Wildwood Addition to Voyager Village and Lot 57 of Highridge Oaks Addition to Voyager Village.

Lots 4-74, Outlot 1 of Replat of Outlots 1, 2 & 3, Outlot 2 of Replat of Outlots 1, 2 & 3, and Outlot 3 of Replat of Outlots 1, 2 & 3, Wintergreen Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-92, Outlots 1, 2, 3, 4 and 5, Winter Hill Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lots 1-24, Outlots 1, 2, 3 and 4, Wood Green Addition to Voyager Village, Town of Scott, Burnett County, Wisconsin.

Please note the effective date of the restated bylaws will coincide with the effective date of the 2012 Restated Declaration if approved by the membership. This date is September 23, 2015.

Please be advised there may be further changes to the restated bylaws which will be posted on Voyager's website.

**2012 RESTATED BYLAWS OF
VOYAGER VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.
("2012 RESTATED BYLAWS")**

**ARTICLE I
DEFINITIONS**

1. "2012 Restated Declaration" shall mean the 2012 Restated Declaration of Covenants and Restrictions for Voyager Village Subdivision and Additions Thereto, Burnett County, State of Wisconsin, as amended from time to time.
2. "Association" shall mean and refer to Voyager Village Property Owners' Association, Inc.
3. "Properties" shall mean and refer to all real property which is or becomes subject to the 2012 Restated Declaration.
4. "Lot" or any permissible combinations thereof shall mean and refer to any numbered lot shown upon any recorded plat or map contained within the boundaries of Voyager Village. In addition, all townhouses contained within the development boundary shall carry the same definition.
5. "Common Improved Properties" shall mean and refer to those lands that contain improvements thereon and which are shown on any recorded plat of the Properties that are not Lots, Common Properties or additional properties and are intended to be devoted to the common use and enjoyment of the Owners. These properties include all of the Voyager Village amenities, corporate maintenance, storage buildings, offices and such other facilities as are or may be required to conduct the Association's business affairs. These properties are more fully described in the 2012 Restated Declaration.
6. "Common Green Properties" shall mean and refer to those lands shown on the recorded plat of the Properties, that are not Lots, and are intended to be devoted to the common use and enjoyment of the Owners. These Properties are fully described in Article III of the 2012 Restated Declaration.

7. "Additional Properties" shall mean and refer to those lands owned by the Association which are shown on any recorded plat of the Properties that are not Lots, Common Green Properties or Common Improved Properties. Additional Properties are those which are being held by the Association pending disposition which may include either a sale or reclassification to another type of property described herein.

8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided fee interest in any Lot or Living Unit, or to a person or entity which has an interest as a land contract purchaser in any Lot or Living Unit, but shall not mean or refer to any person or entity that holds such interest merely as security for a debt or other obligation.

9. "Member" shall mean and refer to any Owner who is a member of the Association.

10. "Board" shall mean and refer to the Board of Directors of the Association.

ARTICLE II
MEMBERS

1. Members and Voting Rights.

A. The Owner of a Lot shall be a member of the Association. The foregoing is not intended to include persons or entities who (which) hold an interest as security for the performance of an obligation such as a mortgage or land contract vendor. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Membership in the Association shall terminate when any Member ceases to be a record owner of a fee or undivided fee interest in any Lot or a purchaser of a Lot under a land contract.

B. Each Lot shall have one (1) vote in the Association. The Association shall have one (1) vote for each Lot which it owns for the purpose of establishing a quorum at all annual or special meetings of members. When more than one (1) person holds a fee interest in a Lot, the vote shall be exercised as the owners may determine among themselves. Any member who is sixty (60) days or more delinquent in the payment of charges, assessments, or special assessments charged to or levied against his/her Lot shall not be entitled to vote or serve on the Board until all of the charges and assessments levied against the Lot have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six (6) months from the date of its execution.

2. **Annual Meeting.** The regular annual meeting of Members shall be held on the third Saturday in June of each year or at such other time within thirty (30) days before or after said date as may be fixed by the Board.

3. **Special Meetings.** Special meetings of Members may be called at any time by the President or by the Board, or upon the written request of Members who are entitled to cast 10% or more of the votes of the Members.

4. **Place of Meeting.** The Board may designate any place within Burnett County, Wisconsin, as the place of meeting for any annual meeting or for any special meeting called pursuant to Section 3 of this Article II. If no designation is made or if a special meeting or otherwise is called, the place of the meeting shall be at Voyager Village.

5. **Quorum.**

A. The quorum for meetings where action by Members is required by the 2012 Restated Declaration shall be the presence of Members in person or by proxy who are entitled to cast ten percent (10%) of the votes of the Members. The Association shall have one (1) vote for each Lot which it owns for the purpose of establishing a quorum at all annual or special meetings of the Members.

B. A majority of the votes entitled to be cast by the Members present in person or by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members, except for those matters in the Articles of Incorporation, the 2012 Restated Declaration, and these 2012 Restated Bylaws that require more than a majority vote and they are (1) amendment of the Articles of Incorporation, (2) amendment of the 2012 Restated Bylaws, (3) amendment of the 2012 Restated Declaration, and (4) approval of special assessments for capital improvements.

6. **Notice.**

A. Notice required by the 2012 Restated Declaration, the Articles of Incorporation, or these 2012 Restated Bylaws shall be provided in writing by mailing a copy of the notice, first class postage prepaid, to the member's address supplied by a Member for the purpose of notices. The notices shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

B. Notice of meetings where action by Members is required shall be provided to Members not less than ten (10) days nor more than thirty (30) days prior to the meeting. Notice of all other meetings of Members shall be provided to Members at least fifteen (15) days before the meeting.

7. **Voting by Mail.** Voting on the election of directors and/or assessments may be conducted by mail and in such manner as the Board shall determine.

8. **Committees.** The Board of the Association may establish committees which shall report to the Board, as required by the Board. Each committee member shall serve for one (1) year unless such committee member earlier resigns or is removed by the Board, provided that

committee members shall continue to serve after the expiration of such one-year term until their successors are appointed. Vacancies shall be filled by the Board. Committee members shall be eligible for reappointment.

ARTICLE III
BOARD OF DIRECTORS

1. **Election and Term.** The affairs of the Association shall be managed by a board of seven (7) Directors who shall be Members of the Association as defined herein. Directors shall be elected by the Members at the annual meeting of Members. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members as soon thereafter as said special meeting may be held. Members of the elected Board shall serve until their terms expire, or until their successors have been duly elected.

Each Director shall serve a three-year term. Following a Director's three-year term, a Director may be elected to a second consecutive term of three years. If a Member has been appointed to fill the balance of the term of an elected Director, the time as an appointed Director shall not be included in the calculation of his/her elected time in office. A Director who completes his/her second consecutive three-year term shall not be eligible for reelection or appointment to the Board for one (1) year thereafter.

2. **Method of Nomination.** Candidates for election shall file a petition for candidacy with the secretary of the Association by not later than April 1.

3. **Resignation and Removal.** The unexcused absence of a Director from three (3) consecutive regular meetings of the Board shall be deemed a resignation. Any Director may be removed from the Board, with or without cause, by unanimous vote of the Board.

4. **Vacancies.** In the event of death, resignation or removal of an elected Director, his/her successor shall be selected by the remaining elected Directors and he/she shall serve for the unexpired term of his/her predecessor.

5. **Compensation.** No Director or Officer shall receive compensation for any service he/she may render to the Association as a Director or Officer, but nothing contained herein shall be construed to preclude any Director or Officer from serving the Association in any other capacity and receiving compensation therefor. However, any Director or Officer may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

ARTICLE IV
MEETINGS OF DIRECTORS

1. **Regular Meetings.** Regular meetings of the Board shall be held in February, May, August and November on such day and at such place and hour as may be fixed from time to time by resolution of the Board.
2. **Special Meetings.** Special meetings of the Board shall be held when called by any two Directors and upon not less than seven (7) day's notice to each Director.
3. **Quorum.** A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the Directors are present at such meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.
4. **Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these 2012 Restated Bylaws. In addition, attendance of a Director at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless he/she shall file his/her written dissent to the action with the secretary of the meeting before the adjournment thereof. The right of dissent shall not apply to a Director who has voted in favor of the action.
5. **Informal Action by Directors.** Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action taken, shall be signed by all of the Directors.
6. **Executive Sessions.** All meetings of the Board shall be open to Members, except the president may call the Board into executive session on matters of personnel or for hearings on infractions of the 2012 Restated Declaration, or rules and regulations published by the Board. Any action taken by the Board in an executive session shall be recorded in the minutes of the Association.

ARTICLE V
POWERS AND DUTIES OF THE BOARD

1. **Powers.** The Board shall have power to:
 - A. Exercise for the Association all powers, duties and authority conferred by, vested in or delegated to the Association by law, the Articles of Incorporation, the 2012 Restated Declaration or these 2012 Restated Bylaws which are not specifically reserved to the membership.
 - B. Employ and dismiss employees and agents.
 - C. Sue on behalf of all lot owners.

D. Borrow money and mortgage the Common Improved Properties as security therefor only if approved by not less than two-thirds (2/3) of the votes in the Association cast by Members present in person or by proxy at the Association's annual meeting.

2. Duties. It shall be the duty of the Board to:

A. Cause the Common Green Properties and the Common Improved Properties and all roads and trails devoted to common use and enjoyment of Members to be maintained in good, clean, attractive, and sanitary condition, order, and repair.

B. Adopt and publish rules and regulations including fees, if any, governing the use of the Common Green Properties and the Common Improved Properties and the personal conduct of the Members and their guests.

C. Suspend the right of a Member and the Member's guests to use the Common Green Properties and the Common Improved Properties during any period in which the Member shall be in default for more than sixty (60) days in the payment of any assessment levied by the Association following written notice being given to said Member. The right of a Member to use the Common Green Properties and the Common Improved Properties may also be suspended for Members and the Member's guests, after notice and hearing, for a period not to exceed sixty (60) days for infraction of the 2012 Restated Declaration or the rules adopted by the Board pursuant thereto.

D. Cause to be kept a complete record of all of its corporate affairs, make these records available for inspection by any Member or his/her agent, and provide an annual summary statement thereof to the Members.

E. Supervise all Officers, agents, and employees of the Association and see to it that their duties are properly defined and performed.

F. Issue, upon written demand by any Member, a certificate setting forth whether or not any assessment has been paid and giving evidence thereof for which a reasonable charge may be made.

G. Designate depositories for Association funds, designate those Officers, agents and/or employees who shall have authority to withdraw funds from accounts on behalf of the Association, and cause these persons to be bonded, as it may deem appropriate.

H. Cause to be prepared an annual budget for presentation to the Members.

I. Fix the annual Lot assessments, provided that each Lot is assessed equally.

J. Annually set the date(s) assessments are due and decide the interest rate that is to be applied to assessments which are not paid when due.

K. Send written notice of each annual assessment to every Member subject thereto at least thirty (30) days in advance of the due date of the annual assessment or first installment thereof.

L. File a claim for a maintenance lien pursuant to Wis. Stats. §779.70(4), against any Lot for which assessments are not paid within one hundred twenty (120) days after due date and foreclose said lien, or cause an action at law to be brought against the Member personally obligated to pay the assessment. The Board may extend the time period stated in this subparagraph in its discretion.

M. Procure and maintain adequate casualty and public liability insurance to protect the Association, its employees, the Board, and the personal and real property of the Association.

N. Exercise the powers and duties granted to the Board in the 2012 Restated Declaration concerning architectural control.

O. Exercise its powers and duties in good faith, with a view to the interests of the Association, and to this end adopt appropriate guidelines for action on matters where a potential conflict of interest may exist.

ARTICLE VI **OFFICERS**

1. Enumeration of Officers. The officers shall be a President, a Vice President, a Secretary and a Treasurer. The President and the Vice-President shall be members of the Board.

2. Term. The Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

3. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the president, or the secretary. The resignation shall take effect on the date of receipt of the notice of resignation or at any later time specified therein, and the acceptance of the resignation shall not be necessary to make it effective.

4. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to the vacancy shall serve for the remainder of the term of the Officer he/she replaces.

5. Duties. The duties of the Officers are as follows:

A. The president shall in general supervise and control all of the business and affairs of the Association, preside at all meetings of the Board and of the Association, see that

orders and resolutions of the Board are carried out, sign all written instruments and co-sign all promissory notes and contracts as the Board may approve from time to time and perform other duties as required by the Board.

B. The vice president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and exercise and discharge other duties as may be required of him/her by the Board.

C. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; maintain the rules and regulations; serve notices to Members as provided in the 2012 Restated Declaration and these 2012 Restated Bylaws; keep appropriate current records showing the Members of the Association together with their addresses; and perform other duties as required by the Board.

D. The treasurer shall cause all monies of the Association to be deposited in appropriate accounts and disbursed therefrom as directed by resolution of the Board, co-sign any promissory notes and contracts, keep proper books of account, prepare the annual budget and a statement of income and expenditures for presentation to the Board and to the membership, and perform other duties as required by the Board.

E. The Board may delegate the duties and responsibilities outlined in this Article to appointed staff personnel.

ARTICLE VII
FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of March and end on the last day of February every year.

ARTICLE VIII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each Officer and Director of the Association in consideration of his/her services in that capacity, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities actually and necessarily incurred by him/her in connection with the defense of any actions, suit, or proceeding, civil or criminal, to which he/she may be made a party by reason of being or having been a Director or Officer of the Association except in relation to matters as to which he/she shall be adjudged in the action, suit or proceeding to be liable for negligence or misconduct in the performance of his/her duty. The foregoing right of indemnification shall not be exclusive of any other rights to which the Director or Officer or person may be entitled by law or agreement or vote of the Members or otherwise.

ARTICLE IX

AMENDMENT

- 1.** These 2012 Restated Bylaws may be amended by the affirmative vote of the majority of Members present in person or by proxy.

- 2.** In the case of any conflict between the Articles of Incorporation and these 2012 Restated Bylaws, the Articles shall control; and in the case of any conflict between the 2012 Restated Declaration and these 2012 Restated Bylaws, the 2012 Restated Declaration shall control.

- 3.** Invalidation of any of these Articles or sections of Articles by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.