

**2011 RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR VOYAGER VILLAGE SUBDIVISION AND ADDITIONS THERETO, BURNETT COUNTY, STATE OF WISCONSIN**

This 2011 Restated Declaration of Covenants and Restrictions for Voyager Village Subdivision and Additions Thereto, Burnett County, State of Wisconsin ("2011 Restated Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Voyager Village Property Owners' Association, Inc. ("Association").

Recording Area

Name and Return Address

Attorney James R. Smith  
Pinkert Law Firm LLP  
454 Kentucky St., P.O. Box 89  
Sturgeon Bay, WI 54235

Parcel Identification Number (PIN)

**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 23<sup>rd</sup> 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 2011 Restated Declaration as required by Article X, Section 3 of the Declaration. This 2011 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 2011 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 2011 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 2011 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 2011 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 2011 Restated Declaration, provided that any property which is added thereto shall comply with all of the covenants and restrictions contained in this 2011 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 for the purpose of establishing a quorum at an annual or special meeting of the members.

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

**ARTICLE II**

**REAL PROPERTY SUBJECT TO THIS 2011 RESTATED DECLARATION**

The property which is subject to this 2011 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 2011 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 2011 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 2011 Restated Declaration and all regulations which the Board may promulgate, adopt, 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 2011 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 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 2011 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 from time to time.

(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 promulgate 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 2011 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 2011 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 promulgate other rules and regulations for the protection and preservation of the Common Improved Properties.

5. **Borrowing Money.** The Association shall have the right to 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 cast by Members present in person or by proxy at the Association's annual meeting.

**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. Camping is permitted for a period of five (5) years from the date of the original purchase of a Lot from the Association. 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 residential purposes. 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 2011 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 2011 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 by-laws.

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 its due date, 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 2011 Restated Declaration, the 2011 Restated Bylaws of Voyager Village Property Owners' Association, Inc. ("2011 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 2011 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 2011 Restated Declaration, the 2011 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 2011 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 2011 Restated Declaration, or the application of this Declaration to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this 2011 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 2011 Restated Declaration shall be construed to be a waiver of the right or power.

10. **Amendment.** This 2011 Restated Declaration may be amended by two-thirds (2/3) affirmative vote of Lot Owners present in person or by proxy at an annual meeting of the membership. 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.

**ADDENDUM A TO  
2011 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, Burnett County, Wisconsin:

Section 30, fractional SW 1/4 and SE 1/4 - 330.25 acres

Section 31, All - 495.03 acres

Section 32, NW 1/4 - NW 1/4, SW 1/4 - SW 1/4, SE 1/4 - SW 1/4, West half of SW 1/4 - NW 1/4 and NW 1/4 - SW 1/4 - 160 acres

T40N, R14W, Burnett County, Wisconsin:

Section 7, SW 1/4, - NE 1/4, NE 1/4 - NE 1/4, G.L. 2, G.L. 1 except certified survey, NW 1/4 - NW 1/4, SW 1/4 - NW 1/4, SE 1/4 - NW 1/4, NW 1/4 - SW 1/4, SW 1/4 - SW 1/4, G.L. 3, G.L. 4 except South 17.50 acres - 455.12 acres

Section 18, G.L. 2 - 27.10 acres

T40N, R15W, Burnett County, Wisconsin:

Section 2, North half of the fractional NW 1/4 - 31.44 acres

Section 3, SW 1/4 - SW 1/4, G.L. 3 - 71.45 acres

Section 4, G.L. 1, except West 1,000 feet - 27.67 acres

Section 9, SE 1/4 - 160 acres

Section 10, All - 640 acres

Section 11, All, except G.L. 7 - 502.57 acres

Section 12, All, except land lying North of Loon Lake in NW 1/4 - 535.88 acres

Section 13, G.L. 1, 2, and 3 except lying South and East of Kilkare Road, NE 1/4 - NW 1/4, NW 1/4 - NW 1/4, SW 1/4 - NW 1/4, G.L. 4 except the North 400 feet - 276.4 acres

Section 14, G.L. 1, G.L. 2 except the East 15 rods, SE 1/4 - NE 1/4, NE 1/4 - SE 1/4, SW 1/4 - SW 1/4, SE 1/4 - SW 1/4, SW 1/4 - SE 1/4 - 276.25 acres

Section 14, All except SE 1/4 - SE 1/4 and NW 1/4 - NW 1/4 - 560 acres

Section 22, SE 1/4, SW 1/4, South half of NW 1/4, NE 1/4 - NW 1/4 - 440 acres

Section 23, NE 1/4 - NW 1/4, SE 1/4 - NW 1/4, West half of SW 1/4 - 160 acres

Section 26, South half of G.L. 2 lying west of public highway, the south 235 feet, more or less, of G.L. 2 lying between public road and Sand Lake - 22 acres

Total Acres Existing Property 5,171.16