

**2020 RESTATED BYLAWS OF  
VOYAGER VILLAGE PROPERTY  
OWNERS' ASSOCIATION, INC.**

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VOYAGER VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.  
("2020 RESTATED BYLAWS")**

**ARTICLE I  
DEFINITIONS**

1. "2020 Restated Declaration" shall mean the 2020 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 2020 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 residential townhomes and condominiums 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 benefit of the general membership first and foremost, and recognizing our civic responsibility to the general public secondarily. 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 of the 2020 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 2020 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.

**Revocable Living Trust.** In the case of a revocable living trust which is also known as a living trust or a revocable trust, membership privileges and the right to use and enjoy the Common Improved Properties shall be limited to the trustee(s) holding title to the lot while residing thereon. The beneficiaries of the trust who succeed to the interest of the trustee(s) shall have membership privileges only upon their taking title to the lot upon the death of the trustee(s) or prior thereto should the trustee(s) convey the lot to one or more beneficiaries and thereafter no longer resides thereon.

**Irrevocable Trust.** In the case of an irrevocable trust, the trustee(s) of said trust while occupying the lot shall be entitled to membership privileges and the right to use and enjoy the Common Improved Properties until such time their interest in the property is surrendered to the beneficiaries of the irrevocable trust, at which time the beneficiaries shall be entitled to membership privileges.

**Life Estate.** A person who has reserved a life estate shall have membership privileges and the right to use and enjoy the Common Improved Properties until their death, at which time the remaindermen (the one entitled to the remainder) who succeed to the interest in the property upon the death of the life tenant(s) shall be entitled to membership privileges and the right to use and enjoy the Common Improved Properties.

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.

**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.

**A.** An advisory vote on the annual operational assessment level to be set at that year's November Quarterly Meeting may be taken at the preceding Annual Meeting. Such a vote is advisory and non-binding.

**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 2020 Restated Declaration shall be the presence of Members in person or by proxy, or by secure online voting methods 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, or by secure online voting methods 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 2020 Restated Declaration, and these 2020 Restated Bylaws that require more than a majority vote and they are (1) amendment of the Articles of Incorporation, (2) amendment of the 2020 Restated Bylaws, (3) amendment of the 2020 Restated Declaration, and (4) approval of special assessments for capital improvements.

**6. Notice.**

**A.** Notice required by the 2020 Restated Declaration, the Articles of Incorporation, or these 2020 Restated Bylaws shall be provided via the member's preferred communication method as supplied by a Member for the purpose of notices, which may be via an electronic method, at the Member's option. 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 in person, by proxy executed in writing by the Member, by mail, secure online voting or any other commercially conventional practice as the Board shall determine. No proxy shall be valid after six (6) months from the date of its execution.

**8. Committees.** The Board of the Association may establish committees it deems necessary to advise the Board in carrying out its' responsibilities. Standing committees shall be Architectural and Environmental and Golf. Other committees may be created to perform functions determined to be necessary or advisable at the Board's discretion. All committees shall have a defined purpose and scope.

All committees shall consist of a Board liaison and/or a member of POA management, a committee chair and a minimum of three (3) members who shall represent the interests of all our members and have some expertise in the committee subject area. Final decisions on committee membership are at the discretion of the Board. Committee members serve at the pleasure of the Board.

### **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 remaining Board members.

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 therefore. 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 2020 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 2020 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 bylaw, the Articles of Incorporation, the 2020 Restated Declaration or these 2020 Restated Bylaws which are not specifically reserved to the membership.

**B.** Employ and dismiss employees and agents.

**C.** The right to sue on behalf of all lot owners, including the right to pursue, defend and settle litigation.

**D.** Mortgage the Common Improved Properties as security therefore only if approved by not less than two-thirds (2/3) of the written votes cast by Members present in person or by proxy, or by secure online voting methods at the Association's annual meeting or special meeting called at which a quorum of Members is present; abiding by the notification requirements of the 2020 Restated Bylaws Article II Sections 3, 6 & 7.

The Board may take advantage of government assistance in the form of subsidies, loans and grants made available during a local, state or federal disaster that negatively impacts the Association's financial wellbeing without the required two-thirds approval of members.

**E.** Enforce the provisions of the 2020 Restated Declaration, the 2020 Restated Bylaws, and any Rules and Regulations, as the same may be amended from time to time, by and through a system of fines as set forth in a Policy to be created by the Board. Any fines for violations of the Declaration, Bylaws, or Rules shall be treated as assessments against a Lot and its Owner(s), and if unpaid, will be subject to the enforcement remedies described in Article VII Section 2(d) and Article VIII, Section 5 of the 2020 Restated Declaration, and Article V, Section 2(M) of these 2020 Restated Bylaws.

**2. Duties.** The Board shall in general supervise and control all the business and affairs of the Association including:

**A.** Own, acquire, build, operate and maintain Common Properties, supplement municipal services and insofar as permitted by law, to do any other thing that, in the opinion of the Board will promote the common benefit and enjoyment of the residents of the Properties.

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

**C.** 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.

**D.** 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 2020 Restated Declaration or the rules adopted by the Board pursuant thereto.

**E.** 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.

**F.** To appoint and remove at pleasure all officers, agent, and employees of the Association, prescribe their duties, fix their compensation. Nothing in these bylaws shall be construed to prohibit the employment of any member, officer, or director of the Association in any capacity whatsoever.

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

**H.** 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.

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

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

**K.** 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.

**L.** 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.

**M.** Exercise a business decision on whether to 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.

**N.** 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.

**O.** Exercise the powers and duties granted to the Board in the 2020 Restated Declaration concerning architectural control.

**P.** 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 supervise and coordinate all efforts of the Board, 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 2020 Restated Declaration and these 2020 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 there from 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, cause to be completed by an independent resource, an annual review or audit of the financials for the previous year, 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 1<sup>st</sup> day of January and end on the last day of December 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 2020 Restated Bylaws may be amended by not less than two-thirds (2/3) of the written votes cast by Members present in person or by proxy, or by secure online voting methods at the Association's annual meeting or special meeting called at which a quorum of Members is present; abiding by the notification requirements of the 2020 Restated Bylaws Article II Sections 3, 6 & 7.

2. In the case of any conflict between the Articles of Incorporation and these 2020 Restated Bylaws, the Articles shall control; and in the case of any conflict between the 2020 Restated Declaration and these 2020 Restated Bylaws, the 2020 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.

**ANNOTATION**

Wisconsin Statute Chapter 181 applies across the state uniform parameters on governance for nonstock corporations. These Restated Bylaws utilize this framework.

Adopted            07.18.2020