

2020 RESTATED

DECLARATION OF COVENANTS

AND RESTRICTIONS FOR

VOYAGER VILLAGE

SUBDIVISION

AND ADDITIONS THERETO,

BURNETT COUNTY,

STATE OF WISCONSIN



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Tx:4041629

DOC #: 463808

BURNETT COUNTY WISCONSIN

RECORDED ON:

08/18/2020 02:04 PM

PAGES: 29

JEANINE CHELL

REGISTER OF DEEDS

REC FEE: \$30.00

TRANSFER FEE: \$

FEE EXEMPT #

**2020 RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR VOYAGER VILLAGE
SUBDIVISION
AND ADDITIONS THERETO,
BURNETT COUNTY, STATE OF WISCONSIN**

This 2020 Restated Declaration of Covenants and Restrictions for Voyager Village Subdivision and Additions Thereto, Burnett County, State of Wisconsin ("2020 Restated Declaration") is made this 18th day of July, 2020, by Voyager Village Property Owners' Association, Inc. ("Association").

Recording Area

Name and Return Address and drafted by

Randall Shimanski
Voyager Village Property Owners' Association, Inc.
28851 Kilcare Road
Danbury, WI 54830

RECITALS

A. For the benefit of the general membership first and foremost, and recognizing our civic responsibility to the general public secondarily, 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, condominiums, and commercial property, recreational improvements, and permanent green areas. In addition, the Association was created to provide for the stewardship of the intrinsic values, amenities, and business judgement pertaining to 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, as a recognized Planned Unit Development (PUD), shall work in conjunction with federal, state, county, and town rules and ordinances.

Furthermore, the Association declares that all of the real property in the development now owned and hereafter acquired, 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 was 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").

Voyager Village was subject to a 2012 Restated Declaration of Covenants and Restrictions for Voyager Village Subdivision and Additions Thereto, Burnett County, State of Wisconsin recorded in the Register of Deeds for Burnett County, Wisconsin, Document No. 420007, on the 18th day of June 2012, by Voyager Village Property Owners' Association, Inc. ("Association").

Voyager Village is subject to a 2016 Restated Declaration of Covenants and Restrictions for Voyager Village Subdivision and Additions Thereto, Burnett County, State of Wisconsin recorded in the Register of Deeds for Burnett County, Wisconsin, Document No. 444374, on the 21st day of February 2017, by Voyager Village Property Owners' Association, Inc. ("Association").

Voyager Village is subject to a 2019 Restated Declaration of Covenants and Restrictions for Voyager Village Subdivision and Additions Thereto, Burnett County, State of Wisconsin recorded in the Register of Deeds for Burnett County, Wisconsin, Document No. 457520, on the 2nd day of August, 2019 by Voyager Village Property Owners' Association, Inc. ("Association").

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. For the benefit of the membership first and foremost, and recognizing our civic responsibility to the general public secondarily, the Association has the duty and the power to maintain, improve, develop and regulate, 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. The Association, approved by not less than two-thirds (2/3) of the written votes cast by Members present in person or by proxy, or secure online voting methods at the Association's annual meeting or special meeting called at which a quorum of Members are

present; abiding by the notification requirements of the 2019 Restated Bylaws Article II Sections 3, 6 & 7, wishes to amend, modify, and restate the Declaration as hereinafter set forth by adopting and recording this 2020 Restated Declaration as required by Article VIII, Section 10 of the Declaration. This 2020 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 2020 Restated Declaration is adopted, executed, and recorded for the purpose of amending and replacing the 2019 Restated Declaration.

ARTICLE I

DEFINITIONS

The following words or phrases, when used in this 2020 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 2020 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 residential townhomes and condominiums 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 2020 Restated Declaration. Lots vacated and reverted to Common Green property may be re-platted and reinstated as lots for sale by the Association.
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 benefit of the Membership first and foremost and for civic responsibility for the public benefit 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 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 2020 Restated Declaration, provided that any property which is added thereto shall comply with all of the covenants and restrictions contained in this 2020 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 (AECC) 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 2020 RESTATED DECLARATION

The property which is subject to this 2020 Restated Declaration ("Property") is legally described on Addendum A attached hereto and made a part hereof. Additional property acquired is also made a part thereof. It is intended that the Property (and each and every portion thereof) shall be subject to this 2020 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 2020 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 enhance the intrinsic value of life in Voyager Village. Lots vacated and re-platted as open areas, may upon Board approval, be again re-platted as lots and made available for sale.

2. **Use and Enjoyment of Common Green Properties.** A Member, his/her family dependent children through the age of 22 upon verification of full-time student status, 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 2020 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 2020 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 Utilization 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 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.

(b) The undeveloped Common Green Properties are subject to the development and maintenance of any planned trail systems, reasonable silvicultural (forest management) measures, and measures instituted for soil protection and other development as may be approved from time to time by the Board.

(c) Garbage, trash, brush, leaves and or other refuse may only be disposed of in designated areas for that purpose within Common Green Properties, under the direction of the Facilities & Grounds Manager

(d) Within the Common Green Area, tree cutting, trail-making, burning, or like activity, if consistent with the purpose of the 2020 Restated Declaration, shall be under the authority of the Facilities & Grounds Manager

(e) The Shoreline Common Green Areas shall not have docks, piers, floats, slides, steps or the like except those established by Voyager Village under the direction of the Facilities

& Grounds Manager. Watercraft of all types shall not be moored overnight in areas other than those specified by Voyager Village

(f) The Board shall be allowed to adopt and publish other rules and regulations, penalties and fines from time to time for the protection, usage and development of the Common Green Properties. Any sale of Common Green Properties requires approval 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.

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 benefit the Members, his/her family dependent children through the age of 22 upon verification of full-time student status, and their guests and include all of the Association's amenities, 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 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.

(c) **Facilities.** A portion of the Common Improved Properties contain buildings and other improvements for administrative, maintenance, or 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, develop areas, 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 by approval of the Board. Any such additional facilities shall be subject to all federal, state, and local regulations.

2. **Use and Enjoyment.** A Member, his/her family dependent children through the age of 22 upon verification of full-time student status, and their guests shall have the right to use and enjoy the Common Improved Properties' amenities, subject to the restrictions stated in this 2020 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, his/her family dependent children through the age of 22 upon verification of full-time student status and their guests, any fee schedules established for such facilities will be graduated to reflect preferential treatment in favor of: 1) Members and their dependent children through the age of 22 upon verification of full-time student status; 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 written votes cast by Members present in person or by proxy, or by secure online voting methods at the Association's annual or special meeting at which a quorum of Members is present; abiding by the notification requirements of the 2020 Restated Bylaws Article II Sections 3, 6 & 7. In addition, the Common Improved Properties shall be subject to the following restrictions:

(a) Garbage, trash, or other refuse may only be disposed of in designated areas for that purpose within Common Improved Area, under the direction of the Facilities & Grounds Manager. Within the Common Improved Area, tree cutting, trail-making, burning, or like activity, if consistent with the purpose of the 2020 Restated Declaration, shall be under the authority of the Facilities & Grounds Manager.

(b) The Shoreline Common Improved Properties shall not have docks, piers, floats, slides, steps or the like except those established by Voyager Village under the direction of the Facilities & Grounds Manager. Watercraft of all types shall not be moored overnight in areas other than those specified by Voyager Village.

The Board shall have the power to adopt and publish other rules and regulations for the protection and utilization 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. State of Wisconsin laws and Burnett County ordinances shall prevail with the definition of residential use vs. short term commercial income use.

2. **Camping.** All camping vehicles (including “tiny homes”) must be certified by the RV Industry Association (RVIA) and have a RVIA certification sticker. Only one camper or RV shall be permitted per lot on a continuing basis. Park Model RVs (including tiny homes) are to remain on their portable frames and not be permanently attached to the ground. Additional campers or RVs will be permitted to provide for guests or additional family members only for such periods as they are actually occupied. No outside toilet or privy may be erected. If camping equipment is connected to a septic system that septic system must be in compliance with the State of Wisconsin and Burnett County regulations. Campers may use self-contained systems as long as they remove the camper for proper waste disposal at a certified dump site. Any member found improperly disposing of camping waste inside Voyager Village boundaries will be fined according to the Architectural and Environmental Control (AEC) Committee infraction schedule.

A. **Perpetual Camping.** Perpetual camping is permitted in the following subdivisions located within Voyager Village: Overland, Skylight Glen, Upland Woods, Crystal Shores, Ridge Trace, Stillwater Bend and Wildwood, and any additional subdivisions if approved by two-thirds (2/3) of votes cast of the Lot Owners in a particular subdivision who are current in their Association assessments.

I. One outbuilding may be constructed with a ground floor area of no more than:

- the actual ground floor area of the single-family residence,
- or
- 4.5% of the square footage of the Lot up to a maximum building size of 2,000 square feet –

whichever is larger.

The approved outbuilding may not be used for residential purposes.

II. Placement of a park trailer and/or outbuilding shall require written approval of the AECC, and comply with setback requirements. Camping equipment that does not have a self-contained septic system or camping equipment that will not be removed to empty the self-contained septic must be properly connected to an approved septic system.

III. To combine lots in perpetual camping areas, an approved septic system is required by December 31 of the application year. Should the conditions for combining lots not be satisfied by December 31 of the application year, assessments for each lot must be paid for that year.

IV. Perpetual Camping Single Family Residence Size. Each single-family residence erected on a Perpetual Camping designated Lot shall comply with the minimum size requirements of the State of Wisconsin Uniform Dwelling Code, all applicable ordinances of Burnett County, and the AECC standards, as amended from time to time. All other residence requirements as stated in this 2020 Declaration of Covenants shall apply.

B. 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:

- I. 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.
- II. 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.
- III. 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.
- IV. A Lot Owner shall provide proof of his/her intention to build on a Lot by furnishing a building permit to the Association.

C. 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.

3. Commercial Zones. Within the Federal, State, County, and Town laws and guidelines, the Board may approve additional commercial zones to augment the intrinsic value to the members first and the general population secondarily. Upon the establishment of any new commercial zone, the rules and regulations to govern those zones must be established by the Board.

4. 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 not create inconvenience, excessive in noise, traffic, or parking congestion or undue annoyance to occupants of other Lots.

5. Lot Size and Division. No Lot in Voyager Village shall be divided or subdivided to

create additional Lots.

6. 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. A single outbuilding with less than 100 square feet is allowed and is excluded from the total number of buildings allowed. Outbuildings may be constructed prior to the construction of a single-family residence as long as the single-family residence exterior is completed within one year from the completion date of the outbuilding. Should the residence exterior not be completed within one year the member will be charged a fine according to the Architectural and Environmental Control Committee schedule of infractions.

This requirement does not apply to perpetual camping Lots which elect to build a single-family residence.

All outbuildings shall i) reasonably match the color of the pre-existing structures. Elevation plans or pictures shall be submitted to AECC for prior approval; and ii) not be used for living space.

The AECC may approve a variance to allow one (1) or more additional outbuildings over 100 square feet 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 actual ground floor area of the single-family residence,
or
- 4.5% of the square footage of the Lot up to a maximum building size of 2,000 square feet

whichever is larger.

Smaller outbuildings and garages should match the color and appearance of the house. The approved outbuilding may not be used for residential purposes.

- a. 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.

6. **Foundation System.** Any building, pursuant to the 100 square foot exclusion above, erected on any Lot in Voyager Village shall have a 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 reasonably match in design and appearance to the single-family residence and shall be subject to the prior approval of the AECC.

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

- I. 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.
- II. 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
- III. No single-family residence shall have a width of less than 24 feet, unless previously approved in writing by the AECC.

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

- I. (a) Front yard 30 feet
- II. (b) Rear yard 40 feet excluding lots adjoining the golf course which require a 75 foot setback and lots abutting wetlands or waterfront which require a 75 foot setback from the designated high water mark.
- III. (c) Side yard 10 feet
 - a. 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.
- IV. Runway Lots Setbacks. Construction of all new buildings on any lots adjacent to the runway shall be setback a minimum of 125 feet from the center line of the runway. Plantings of all new trees on any lot adjacent to the runway shall be

setback (to the base of the plant) a minimum of 90 feet from the center line of the runway. All other objects and planting from lot lines to the 90-foot setback must maintain a height of four feet or less.

For the protection and utilization of the Common Improved Property known as Voyager Village Airport, the Board shall have the power to remove or trim any currently planted tree on a lot which is planted closer than 90 feet from the center line of the runway that is deemed to be a safety hazard for departing and arriving aircraft. The Board reserves the right to assess the cost of the same to the Lot Owner.

9. 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 2020 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.

10. 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.

11. 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.

12. 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 to the requirements of the Burnett County Sign Ordinance.

- a. "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.

- b. Outdoor fuel storage tanks placed on any Lot may be buried below the surface of the ground in compliance with applicable laws.
- c. 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..

13. 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.

- a. 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.
- b. 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.
- c. 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.

14. 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.

- a. 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 2020 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 a copy of the land Conditional Use Permit (CUP) and approved building permit issued by Burnett County and the Town.
- (b) It is the owner's responsibility to know and understand the exact boundaries of their Lot. A boundary survey is required prior to application for any building permits. 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 the topography of the Lot is 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, which may be filed, 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. Capital Reserve Funding. A portion of the annual assessment not less than ten percent (10%), or \$75 whichever is higher, shall be deposited into the POA Capital

Reserve fund for use as designated below in items I. through VI. Higher amounts, annually set by the board, shall be in addition to the annual operating assessment

- I. Usage is restricted to only expenditures for capital projects, including but not limited to structures, equipment, taxes associated with the project, labor, equipment, materials, management, and supervision thereof.
- II. Board approval is required for all expenditures from the fund and must be tied to a specific capital project with stated total costs. Establishment of this Capital Reserve does not preclude the need for Special Assessments.
- III. Additional funding sources for the Capital Reserve may also be designated from regular disbursements of Operating incomes.
- IV. Net income from extraordinary sales of assets, (as an example large land or timber harvesting tracts) other than State or Federal grants, shall have a minimum of 25% with first priority, placed in the Capital Reserve fund. Excluded are proceeds from the normal course of daily business such as individual lot sales, equipment rotation and inventory turnover, donations or personal bequests.
- V. The monies allocated in this account shall be deposited or invested in an interest-bearing account (with the interest or earnings also accruing to the account)
- VI. Nothing in this provision shall prevent the Board from, at any point, deciding to terminate all or part of such account. However, in such case the money saved must be returned to the current membership directly.

(c) **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.

(d) **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 sent to the Owner via regular mail or e mail, according to their preferred method of communication on record with the POA office.

(e) **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.

(f) **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment. The amount and term of that assessment should be tied to specific capital needs, which may have several capital projects bundled into a single special assessment. The amount and term should match the financing structure payback for that project/bundle. Multiple special assessments may run concurrently, each relating to its own capital project/bundle. The purpose is restricted to the use of defraying, in whole or in part, the capital improvement costs upon the Common Properties. The usage is not for ongoing operational expenses. Any Special assessment shall be approved by 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 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 for 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.** Notice required by the 2020 Restated Bylaws, the Articles of Incorporation, or these 2020 Restated Declaration 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.

5. **Remedies for Breach of Covenants, Restrictions, or Regulations.** The violation or breach of any covenant, restriction, or regulation contained in this 2020 Restated Declaration, the 2020 Restated Bylaws of Voyager Village Property Owners' Association, Inc. ("2020 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 2020 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 2020 Restated Declaration, the 2020 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 2020 Restated Declaration shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. As a recorded and recognized Planned Unit Development (PUD), Voyager will work in conjunction with all Federal, State, County, and Town laws and ordinances.

8. **Invalidity.** If any term or condition of this 2020 Restated Declaration, or the application of this Declaration to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this 2020 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 2020 Restated Declaration shall be construed to be a waiver of the right or power.

10. **Amendment.** This 2020 Restated Declaration 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. 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 2020 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
2020 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, 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, SW NW, SE NW, NE NW

NW SE, NE SE

NW SW, SW SW

Section 32,

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, 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 shown on Exhibit A attached.

Section 18,

Govt. Lot 2 & part of Certified Survey Map recorded in Volume 12 of Certified Survey Maps, page 29 Map No. 2118 as Doc. No. 254768 & ALSO Certified Survey Map recorded in Volume 1 of Certified Survey Maps, page 178 Map No. 175 as Doc. No. 157107 & Excepting Plat Of Meadow Green Addition, Excepting the Plat of 9th Green Town Homes and further excepting Document No. 383007 shown on Exhibit A attached.

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, NE SE

Section 10,

NW NE, SW NE, SE NE, NE NE

NW, SW NW, SE NW, NE NW

NW SE, SW SE, SE SE, NE SE

NW 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
SE NW, NE NW
NW SE, SW SE, SE SE, NE SE
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, 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
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.

Lot 1 of Certified Survey Map No. 4876 recorded in Volume 27 of Certified Survey Maps, Page 161, as Doc. No. 457211 being all of Lot 1 and part of Lot 2 of Crystal Shores Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin and:

Lot 2 of Certified Survey Map No. 4876 recorded in Volume 27 of Certified Survey Maps, Page 161 as Doc. No. 457211 being part of Lot 2 and all of Lot 3 and part of Lot 4 Crystal Shores Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin and:

Lot 3 of Certified Survey Map No. 4883 recorded in Volume 27 of Certified Survey Maps, page 175 as Doc. No. 457511 being part of Lot 4, all of Lot 5 and part of Lot 6 Crystal Shores Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin and:

Lot 4 of Certified Survey Map No. 4883 recorded in Volume 27 of Certified Survey Maps, page 175 as Doc. No. 457511 being part of Lot 6, all of Lot 7 and part of Lot 8 Crystal Shores Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin and:

Lot 5 of Certified Survey Map No. 4884 recorded in Volume 27 of Certified Survey Maps, page 178 as Doc. No. 457512 being part of Lot 8, all of Lot 10 and part of Lot 11 Crystal Shores Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin and:
Lot 6 of Certified Survey Map No. 4884 recorded in Volume 27 of Certified survey Maps, page 178 as Doc. No. 457512 being part of Lot 11, all of Lot 12 and part of Lot 13 Crystal Shores Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin and:
Lot 7 of Certified Survey Map No. 4885 recorded in Volume 27 of Certified Survey Maps, page 180 as Doc. No. 457513 being part of Lot 13, all of Lot 14 and part of Lot 15 Crystal Shores Addition to Voyager Village, Town of Webb Lake, Burnett County, Wisconsin and:
Lot 8 of Certified Survey Map No. 4885 recorded in Volume 27 of Certified Survey Maps, page 180 as Doc. No. 457513 being part of Lot 15 and all of Lot 16 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 Jackson, 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 Jackson, Burnett County, Wisconsin.

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

Lot 1 of Certified Survey Map No. 4958, recorded in Vol. 28 of Certified Survey Maps, page 15 as Doc. No. 462808, being aa of lots 84 and 85 of Deerpath Addition to Voyager Village, Town of Jackson, Burnett County, Wisconsin.

Lot 1 of Certified Survey Map No. 4909, recorded in Vol. 27 of Certified Survey Maps, page 228 as Doc. No. 459358, being all of lots 177, 178 and 179 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.

Lot 1 of Certified Survey Map No. 4894, recorded in Vol. 27 of Certified Survey Maps, page 199, as Doc. No. 458074, being all of Lots 9 and 10 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 as Doc. No. 414585 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 Kilcare 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 Kilcare 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.

Lot 1 of Certified Survey Map No. 4965 recorded in Vol. 28 of Certified Survey Maps, Page 33, as Doc. No. 463380 being all of Lots 42, 43 and 44 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 as Doc. No. 295381 (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 as Doc. No. 188375 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 as Doc. No. 295381 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.

Lot 1 of Certified Survey Map No. 4966 recorded in Vol. 28 of Certified Survey Maps, Page 35, as Doc. No. 463381, being lots 6, 7, 8 and 9 of Trout Springs 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 as Doc. No. 414585 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.

Lot 1 of Certified Survey Map No. 4949 recorded in Vol. 27 of Certified Survey Maps, page 321 as Doc. No. 461752 being all of Lots 8, 9, 10 and 11 of the 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.

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

383007

381035

Document Number

Document Name

THIS DEED, made between Voyager Village Property Owners Association, Inc.

("Grantor," whether one or more), and Township of Jackson, a municipality in Burnett County, Wisconsin,

("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Burnett County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Part of Outlot One (1) of the Plat of Voyager Village 9th Green Towne Homes and other lands all located in Government Lot Six (6), Section Seven (7) and Government Lot Two (2), Section Eighteen (18), Township Forty (40) North, Range Fourteen (14) West, Town of Scott, County of Burnett, State of Wisconsin and more particularly described as follows: Commencing at meander corner #62; thence North 01°44'24" East 1026.71 feet to the Northwest corner of Section 18; thence South 86°16'21" East 490.53 feet to the access easement as shown on the Plat of Voyager Village 9th Green Towne Homes and Easterly right of way line of Kilbake Road being the point of beginning; thence South 27°39'03" East 156.41 feet along said access easement; thence North 33°26'48" East 117.48 feet along said access easement to the South line of said Plat; thence North 33°27'34" East 406.70 feet; thence North 46°24'55" East 210.02 feet; thence North 37°20'47" East 237.92 feet; thence North 49°04'56" West 182.93 feet along the access easement as shown on said Plat to the Easterly right of way line of Kilbake Road; thence South 42°41'05" West 50.02 feet along the Easterly right of way line of Kilbake Road; thence North 49°04'56" East 137.49 feet; thence South 37°20'47" West 186.57 feet; thence South 46°24'55" West 211.73 feet; thence South 33°27'34" West 412.39 feet; thence South 33°26'48" West 32.77 feet; thence North 27°39'03" West 100.21 feet to the Easterly right of way line of Kilbake Road; thence South 33°28'51" West 57.56 feet along the Easterly right of way line of Kilbake Road to the point of beginning. This parcel contains 1.36 acres and is intended to provide a 50' wide public road easement. Said parcel deeded for town road purposes.

This transaction is exempt from the Wisconsin real estate transfer fee and is exempt from the requirement of filing a return pursuant to Sec. 77.25(1r).

Recording Area

Name and Return Address

George W. Benson
Attorney at Law
P. O. Box 370
Siren, WI 54872

Parcel Identification Number (PIN)

This is not homestead property.

(is) (is not)

Dated January 10 2006

(SEAL)

Koyager Village Property Owners Association, Inc., by:

(SEAL)

* David M. Anderson, President

(SEAL)

Richard H. Hanson
• Richard H. Hanson, Secretary/Treasurer

(SEAL)

AUTHENTICATION

Signature(s)

authenticated on

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,

authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

BENSON LAW OFFICE, P. O. Box 370, Siren, WI 54872

George W. Benson, Attorney at Law, State Bar No. 1012978

ACKNOWLEDGMENT

STATE OF WISCONSIN

BURNETT

COUNTY)

Personally came before me on January 10 2006,
the above-named Voyager Village Property Owners Association, Inc., by David J. Anderson, President, and Richard H. Hanna, Secretary/Treasurer,
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Linda J. Norstrom
LINDA J. NORSTROM

Notary Public, State of WISCONSIN

My commission (is permanent) (expires: 11-19-06)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS MUST BE

QUIT CLAIM DEED

*Type name below signatures.

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LINDA J. NORDESTRON
NOTARY PUBLIC
STATE OF MICHIGAN



The required number of votes for approval of the amendment were received.

By: Steven Johnson
General Manager

STATE OF WISCONSIN)
)SS
COUNTY OF BURNETT)

Personally came before me this 5th day of August, 2020 the above named Steven Johnson, General Manager of Voyager Village Property Owners' Association, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.



Nancy L Brandt
Notary Public, State of Wisconsin

My commission expires: 2/3/2024