

Sherwood Plan Commission Meeting Notice and Agenda

March 2, 2020 – 6:30 p.m.

Village Hall – W482 Clifton Road, Sherwood, Wisconsin

- 1) Call to Order/Roll Call.
- 2) Pledge of Allegiance.
- 3) Approval of the Agenda.
- 4) Approval of Minutes: Dec. 2, 2019 (Regular Meeting).
- 5) Citizen comments on agenda items.
- 6) Public Hearings:
 - a. *RP #2019-01*: A rezoning petition (*Drive Fore Success, LLC*) to rezone parcel #13425 (18th Hole) from IR-1 to IR-2 zoning district, allowing housing construction.
 - b. *PUD #2019-02*: Consider a Planned Unit Development (*Drive Fore Success, LLC*) based on RP #2019-02 standards allowing development (22 buildings) of condominium/duplex units on current 18th Hole of HCGC (11.3 acres).
 - c. *CPA #2020-01*: A *Comprehensive Plan Amendment* in concert with *RP #2019-01* and/or *PUD #2019-02* regarding the land use of *High Cliff Golf Course* Hole #18 (Parcel #13425; *Drive Force Success, LLC*); Maps 8-3 (Land Use) and 8-4 (Future Land Use).
- 7) Officer's Report
 - a. Plan Commission – Chair.
 - b. Zoning Administrator.
- 8) Old Business:
 - a. *Calendar*: Review of annual Comprehensive Plan obligations (May and Dec.).
 - b. *RP #2019-01*: (Tabled from Dec, 2019) A rezoning petition (*Drive Fore Success, LLC*) to rezone parcel #13425 (18th Hole) from IR-1 to IR-2 zoning district.
 - c. *PUD #2019-02*: Consider a Planned Unit Development (22 buildings) based on RP #2019-02 (*Drive Fore Success, LLC*) allowing development of condominium/duplex units on current 18th Hole of HCGC (11.3 acres).
 - d. *Concept Plan*: (Tabled from Dec, 2019) Consider updated High Cliff Golf Course (*Drive Fore Success, LLC*) proposed development project on 18th hole (Parcel #13425).
- 9) New Business:
 - a. *Comprehensive Plan Amendment (CPA # 2020-01)*: Consider change to Village Comp. Plan on HCGC, Parcel #13425 (18th Hole) allowing housing development, in addition to golfing-related operations as a part of High Cliff Golf Course.
- 10) Correspondences:
 - a. *Supporting housing development on 18th Hole* (Corey Feller; Dec. 5, 2019).
 - b. *Expressing concerns about housing on 18th Hole* (Jesse Troestler; Dec. 26, 2019).
 - c. *Expressing concerns about development on 18th Hole* (Bill Troestler; Jan. 2020.)

Welcome to the Village of Sherwood Plan Commission Meeting

To assist the Commission in conducting its business, we ask that you observe the following:

1. Please speak only to items on the agenda.
2. Please limit your presentation to three (3) minutes.
3. Please do not address the Commissioners during deliberations unless requested to do so.
4. Any item listed on the Agenda may be acted upon by the Commission.
5. Requests from persons w/ disabilities who need assistance to participate should be made to the Clerk's Office (989-1589).
6. A quorum of Village Board members and a quorum of Utility Commission members may be present at this meeting. Their presence is for informational purposes only, and no business or action of the Village Board or Utility Commission will be transacted.

- d. *Concerns of additional High-Density Housing* (Bob Anderson, Craig Booher, Mike Cook; Feb. 19).
- e. *Expressing concerns about wetlands on 18th Hole* (Smoot; Feb. 27).
- f. *Guidance request for development of property along CTH 'M' at railroad tracks* (John West; Feb. 27, 2020).

11) Adjourn.

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Sherwood Plan Commission Meeting Minutes
Dec. 2, 2019

- 1) Call to Order/Roll Call – *Summers called the meeting to order at 6:30 p.m. with roll call:*

Present

Jean DeKeyser
Bob Gillespie
Joyce Laux
Kathy Salo
Brad Schmidt
Steve Summers

Absent

Scott Sheppard

Others Present

Randy Friday, Administrator
Kathy Mader, Acting Clerk

- 2) Pledge of Allegiance – *Recited.*
- 3) Approval of the Agenda – *Schmidt moved to approve the agenda. Salo seconded. Motion carried unanimously.*
- 4) Approval of Minutes: Nov. 4 (Regular Meeting) – *Salo moved to approve the November 4, 2019 minutes. Laux seconded. Motion carried unanimously.*

- 5) Citizen comments on agenda items

• <i>Joe Hennlich</i>	<i>W410 Margaret Ct</i>	<i>Re item 7c</i>
• <i>Craig Booher</i>	<i>W4897 Golf Course Rd</i>	<i>Re item 7 & 8</i>
• <i>Paul Grube</i>	<i>W4896 Golf Course Rd</i>	<i>Re item 7 & 8</i>
• <i>Jesse Troestler</i>	<i>W5031 Cherrywood Dr</i>	<i>Re item 7 & 8</i>
• <i>Bill Troestler</i>	<i>N7853 Niagara Ct</i>	<i>Re item 7 & 8</i>
• <i>Steve Paul</i>	<i>N7719 Palisades Tr</i>	<i>Re item 7 & 8</i>
• <i>Roland Smoot</i>	<i>N7779 Spurline Ct</i>	<i>Re item 7 & 8</i>
• <i>Bob Anderson</i>	<i>N7829 Niagara Ct</i>	<i>Re item 7 & 8</i>

- 6) Officer's Report

- a. Plan Commission – Chair. – *Summers requested the commissioners to consider whether or not the three-minute guideline rule should be enforced for the January 6, 2020 meeting; if not, the rules would be suspended.*
- b. Zoning Administrator – *Friday, referencing information included with the packet, explained the difference between IR-1 zoning and IR-2 zoning. The High Cliff Golf Course currently is zoned IR-1 which does not allow for housing units. IR-2 zoning allows single- and two-family structures as well as zero lot-line duplexes. Friday explained the Comprehensive plan is updated every five years and, if the zoning change is approved for the High Cliff Golf Course, an update to the plan would be needed to reflect the change.*

Friday explained the Comprehensive Plan is basically a future land use map. The Plan Commission can make a recommendation to the Village Board to make an update to the Comprehensive Plan. The recommended changes would need to go to a Public Hearing and receive Village Board approval.

7) Old Business:

- a. Calendar: Review of annual Comprehensive Plan obligations (May and Dec.) – *Friday stated, currently, there is nothing to report. An executive summary will be available at the February meeting.*
- b. Concept Plan: Review/Update High Cliff Golf Course (Drive Fore Success, LLC) proposed development project. – ***Salo moved to TABLE item until the January meeting. Laux seconded. Motion carried unanimously.***
- c. RP #2019-01: A rezoning petition (Drive Fore Success, LLC) to rezone parcel #13425 (18th fairway) from IR-1 to IR-2 zoning district – ***Salo moved to TABLE item until the January meeting. Laux seconded. Motion carried unanimously.***

8) New Business:

- a. PDD #2019-02: Consider a Planned Development District in concert with RP #2019-02 (Drive Fore Success, LLC [see above] allowing development of condominium units on (current) 18th Hole of HCGC – ***Salo moved to TABLE item until the January meeting. Motion carried unanimously.***

Discussion: Schmidt suggested the following order of consideration at the January meeting in regard to the TABLED items:

1. *Consider rezoning petition*
 2. *Consider PDD*
 3. *Consider Concept Plan*
- b. *Fire Pit guidelines (Draft): Consider proposed guidelines (Summers) – ***Salo moved to amend the guidelines to include metal ring structures. DeKeyser seconded. Motion carried unanimously.****

9) Correspondences:

- a. *High Cliff Golf Course – Condo development concerns (Mike & Sue Cook; Nov. 26).*
- b. *Open Records Request – Drive Fore Success development (Tim Halbach; Nov. 26).*
- c. *'Alternatives to Open Burning' (Summers; schedule Jan. discussion as necessary).*

10) Adjourn – ***Schmidt moved to adjourn at 7:12 p.m. DeKeyser seconded. Motion carried unanimously.***

Respectfully submitted for review and approval by Kathy Mader, Acting Clerk

Sent for publication
02/11/2020 for
Times Villager on
02/15/2020


VILLAGE OF SHERWOOD
NOTICE OF PUBLIC HEARING

MONDAY, March 2, 2020 – 6:30PM (Village Hall)

NOTICE IS HEREBY GIVEN, the Sherwood Plan Commission will hold a public hearing at W482 Clifton Road, Sherwood, WI on March 2, 2020, beginning approximately 6:30pm, to consider a Rezoning Request (RP #2019-01).

Parcel currently zoned 'IR-1' (Recreation Industry District) with proposed change to 'IR-2' (Recreation Industry/Residential District). Parcel owner (Drive Fore Success, LLC) petitions change of High Cliff Golf Course 18th Hole (Parcel #13425; located at SE 1/4, Sect. 25, Town 20 North, Range 18 East), Sherwood, lying north of State Park Road, east of Golf Course Road and west of Palisades Trail abutting High Cliff Banquet & Event Center and Pro Shop. Parcel is approximately 11.3 ac.

Documents available for inspection at the Sherwood Village Hall, W482 Clifton Road, workdays between 8:30am and 4:30pm.

NOTICE IS HEREBY GIVEN, the Sherwood Plan Commission will hold a public hearing at W482 Clifton Road, Sherwood, WI on March 2, 2020, beginning approximately 6:30pm, to consider a Planned Unit Development (#2019-02):

Parcel owner (Drive Fore Success, LLC) petitions to allow development of a 22-building, duplex development (44 units) on portion of High Cliff Golf Course 18th Hole (Parcel #13425; located at SE 1/4, Sect. 25, Town 20 North, Range 18 East), Sherwood, lying north of State Park Road, east of Golf Course Road and west of Palisades Trail abutting High Cliff Banquet & Event Center and Pro Shop. Parcel is approximately 11.3 ac. Developed lots are to be individually-owned on a private road within the golf course intersecting at State Park Road and Palisades Trail.

Documents available for inspection at the Sherwood Village Hall, W482 Clifton Road, workdays between 8:30am and 4:30pm.

NOTICE IS HEREBY GIVEN, the Sherwood Plan Commission will hold a public hearing at W482 Clifton Road, Sherwood, WI on March 2, 2020, beginning approximately 6:30pm, to consider amending the Village of Sherwood Comprehensive Plan regarding RP #2019-01 and PUD #2019-02:

As necessary, the Comprehensive Plan Amendment would change the *Future Land Use Map* to reflect approval of High Cliff Golf Course Hole #18 (Parcel #13425; located at SE 1/4, Sect. 25, Town 20 North, Range 18 East), Sherwood, lying north of State Park Road, east of Golf Course Road and west of Palisades Trail abutting High Cliff Banquet & Event Center and Pro Shop. Approx. 11.3ac.), currently zoned 'IR-1' (Recreation Industry District) with proposed change to 'IR-2' (Recreation Industry/Residential District).

Documents available for inspection at the Sherwood Village Hall, W482 Clifton Road, workdays between 8:30am and 4:30pm.

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§ 22-109 **Amendments. (Rezoning)**

A. Intent. It is the intent of this chapter to provide stability and regularity in the zoning of the property in the Village of Sherwood; nevertheless, to best achieve the full purposes of this chapter, it is likely that from time to time amendments will be necessary in the text or in the district map portions of this chapter to recognize that changing conditions or expectations call for changed plans, and changed plans call for changed regulations. As a result, owners of property subject to particular regulations under this chapter cannot enjoy an eternally vested right to those regulations if the public interest demands otherwise. Among the conditions which may be expected to require zoning changes are:

- (1) Holding districts, which constitute a form of temporary zoning, may require rezoning to other basic or overlay districts as full development becomes imminent.
- (2) Additional state-imposed regulations may require amendments to this chapter to conform to such state mandates.
- (3) Village Plan amendments or refinements may require adjustments in the boundaries of districts or in the form of text regulation in order to reflect the new knowledge added to the plan.
- (4) County and regional plan amendments or refinements may, as in Subsection **A(3)** preceding, require similar adjustments.
- (5) Property owners' petitions in which owners may propose modifications to the zoning in which they are located in order to better do their part in carrying out the Village Plan and in serving the public interest.

B. Authority. Whenever the public necessity, convenience and general welfare require, the Village Board may, by ordinance, as provided for in § 62.23(7)(d)2, Wis. Stats., amend any part of this chapter, including amending the textual regulations, the district regulations, or the reclassifying of property into other districts. Such amendments shall be by petition and be considered as provided for herein.

C. Initiation. A petition for change or amendment may be made by any property owner or agent of the owner in the area to be affected by the change or amendment, by the Village Board, or by the Plan Commission.

D. Filing of petitions. Petitions for any change to the district boundaries or amendments to the regulations shall be filed with the Village Clerk-Treasurer, together with the fee required in § 22-107H and the following information, where appropriate, on forms supplied by the Village:

- (1) Required information for district map changes.
 - (a) Plot plan or map drawn to scale, or map of legal descriptions, showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of adjacent properties.
 - (b) Owners' names and addresses, as listed on such records as the Village Assessor's maps or Village tax roll, of all properties lying within 100 feet of a proposed district change.^[1]
 - (c) Additional information as required by the Village Board or Plan Commission on forms available from the Zoning Administrator.
- (2) Required information for text amendments.

- (a) Proposed text amendment language and, if possible, a defense of the necessity for such a change.
 - (b) Owners' names and addresses as described in Subsection **D(1)(b)** preceding if it is determined by the Zoning Administrator or by said office in consultation with the Village Attorney that the amendment is sufficiently site specific to consider protest petitions, as provided for in § 62.23(7)(d)2m, Wis. Stats., and Subsection **H** herein.
 - (c) Additional information as required on forms available from the Zoning Administrator.
- E. Referral and recommendations.**
- (1) Referral to Plan Commission. The Zoning Administrator shall check the petition for completeness, conferring with the petitioner as necessary. When the petition appears complete, the Zoning Administrator shall place it upon the Plan Commission agenda, with copies to other Village staff that the Commission is likely to consult on the petition.
 - (2) Plan Commission review and recommendations. Upon receipt of the petition, the Commission shall conduct the necessary study and investigation in order to provide, as promptly as possible, a recommendation to the Village Board, as set forth in § 66.23(7)(d)1b, Wis. Stats., and § **22-104D(2)** of this chapter.
 - (a) Commission public interest criteria. In making its recommendations, the Commission shall always be guided by a finding that the change or amendment would be in the public interest and not solely for the benefit of the applicant. The public interest shall be found by weighing the following:
 - [1] Compliance with the Village Plan adopted by the Commission.
 - [2] Compliance with county, regional or other such plans as adopted by the Commission.
 - [3] Compliance with the purpose of this chapter as set forth in § **22-3** of this chapter.
 - (b) Information hearings. In developing its recommendations, the Commission may hold an informational hearing, noticed as it determines in each case.
- F. Official hearing.** The Village Board shall hold a public hearing upon each proposed change or amendment, the Village Clerk-Treasurer giving notice of the time and place of such hearing by:
- (1) Publication of a Class 2 notice under Ch. 985, Wis. Stats.
 - (2) Mailed notice to the owners of record on Village tax rolls or Assessor maps of all lands lying within 100 feet of any part of the land involved in either a zoning district change or an ordinance text amendment found to have specific impact upon only a few properties.
 - (a) Mailed notice postmark. Such mailed notice shall be postmarked at least 10 days prior to the date of hearing. The failure of such notice to reach any property owner, provided that such failure is unintentional, shall not invalidate any amending ordinance or other action taken upon the matter noticed.
- G. Action.**
- (1) Village Board. After such public hearing and no later than the second Village Board meeting following receipt of the Plan Commission's recommendations, the Village Board shall act to approve, modify and approve, or disapprove the proposed change or amendment.
 - (2) Re-referral to Plan Commission.
 - (a) The Village Board shall not take action without having first heard the recommendations of the Plan Commission. Should the Village Board not concur in the recommendation of the Plan Commission,

including an intent to approve with modifications not contained in the Commission recommendation, the Village Board shall re-refer the matter to the Commission for reconsideration before taking final action, specifying the amount of time available to the Commission for its reconsideration. When the matter so re-referred to the Plan Commission returns to the Village Board, the Village Board shall assume the sole responsibility for disposition of the proposed change or amendment.

(b) Once the Village Board has so assumed the sole responsibility for the disposition of the proposed change or amendment, the following action may take place:

[1] If the Village Board acts to disapprove, the amendment is defeated.

[2] If the Village Board acts to approve, or modify and approve, so approved.

(3) Provisional zoning. In connection with its action to modify and approve (or to approve if already so recommended by the Plan Commission), the Village Board may provisionally rezone the property which is the subject of the petition. Any such provisional rezoning shall become permanent, provided that the conditions imposed by the Village Board have been complied with within such period of time as may be designated by the Village Board, but not to exceed three years.

(a) Zoning Map notation. For such period of time until the provisions have been met and so certified by the Zoning Administrator, the Official Zoning Map of the Village shall show the property to be zoned "P* _____" (* for provisional).

(b) Waiver of vested interest. By accepting the provisional rezoning, the petitioner is deemed to waive any claim of vested rights in the property during the period of provisional rezoning.

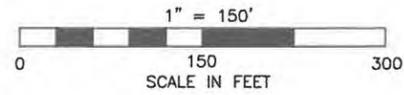
(c) Title recording. The Village Board, in its discretion, may cause notice of the provisional rezoning, together with the provisions imposed, to be recorded in the office of the Register of Deeds.

H. Protest.

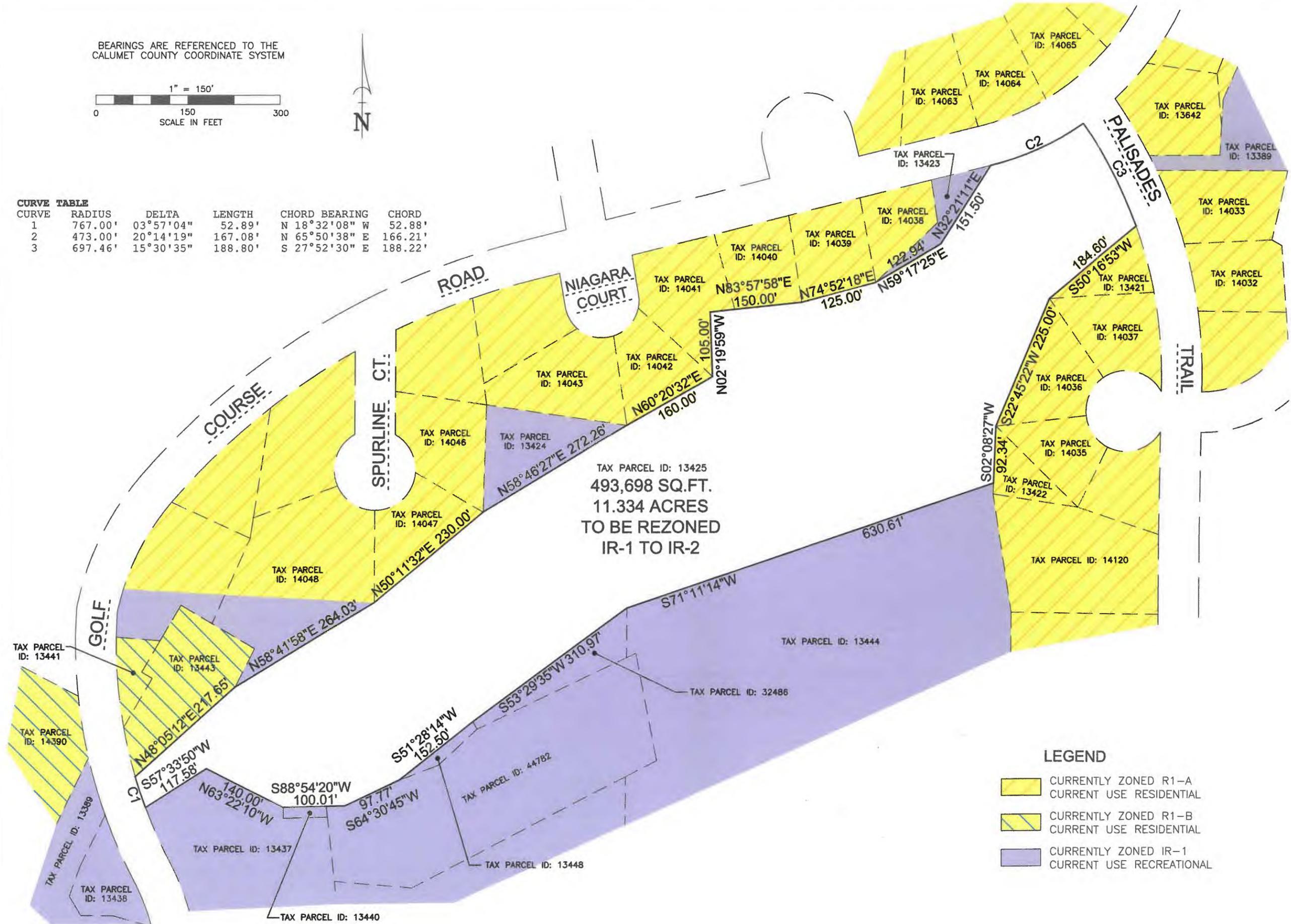
(1) Filing of protest petition and verification. In the event a protest against a proposed change or amendment is filed under § 62.23(7)(d), Wis. Stats., with the Village Clerk-Treasurer at least 24 hours prior to the time of the meeting of the Village Board at which the recommendation of the Plan Commission is to be considered, appearing to be duly signed and acknowledged by the owners of 20% or more of the area proposed to be altered, or by abutting owners of over 20% of the total perimeter of the area proposed to be altered included within 100 feet of the parcel or parcels proposed to be rezoned, or by the owners of 20% or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, action on such ordinance may be deferred until the Village Clerk-Treasurer has had a reasonable opportunity to ascertain and report to the Village Board as to the authenticity of such ownership statements.

(2) Extra majority required. If such statements are found to be true, such ordinance shall not be adopted except by the affirmative vote of 3/4 of the members of the Village Board present and voting. If such statements are found to be untrue to the extent that the required frontage or area ownership is not present, such protest may be disregarded.

BEARINGS ARE REFERENCED TO THE CALUMET COUNTY COORDINATE SYSTEM



CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
1	767.00'	03°57'04"	52.89'	N 18°32'08" W	52.88'
2	473.00'	20°14'19"	167.08'	N 65°50'38" E	166.21'
3	697.46'	15°30'35"	188.80'	S 27°52'30" E	188.22'



TAX PARCEL ID: 13425
 493,698 SQ.FT.
 11.334 ACRES
 TO BE REZONED
 IR-1 TO IR-2

LEGEND

- CURRENTLY ZONED R1-A
CURRENT USE RESIDENTIAL
- CURRENTLY ZONED R1-B
CURRENT USE RESIDENTIAL
- CURRENTLY ZONED IR-1
CURRENT USE RECREATIONAL

Martenson & Eisele, Inc.
 Planning
 Environmental
 Surveying
 Engineering
 Architecture
 1377 Midway Road
 Menasha, WI 54952
 www.martenson-eisele.com
 info@martenson-eisele.com
 920.731.0381 1.800.236.0381

NO.	DATE	DRAWN BY	CHECKED	APPROVED	REVISION	

REZONING
 PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4 AND
 SOUTHWEST 1/4 OF THE SOUTHEAST 1/4,
 SECTION 25, TOWNSHIP 20 NORTH, RANGE 18 EAST
 VILLAGE OF SHERWOOD, CALUMET COUNTY,
 WISCONSIN.

SCALE 1"=150'	DATE Feb. 2019
COMPUTER FILE 1-1263-001rezone.dwg	

DRAWING NO.
1-1263-001



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W482 Clifton Road
P. O. Box 279
Sherwood, WI 54169-0279

Tel: 920-989-1589
Fax: 920-989-4084
www.villageofsherwood.org

FM: Randy Friday

RE: HCGC (d/b/a Drive Fore Success, LLC) request(s) for RP #2019-01 and PUD #2019-02

DATE: Dec. 20, 2019

To Whom It May Concern,

At an earlier Plan Commission meeting I was asked to investigate and provide guidance to two questions regarding the High Cliff Golf Course (Drive Fore Success, LLC) desire to develop a portion of that golf course (Hole #18) into housing units. The process involves a rezoning request and planned development district by the HCGC, and a change to the *Comprehensive Plan* by the Village Board.

Question #1: Zoning – What are the differences between the 'IR-1' and 'IR-2' classifications?

Relative to this matter, the basic answer is one district allows home-building & golf course amenities (*IR-2*), while the other only allows golf course amenities (*IR-1*).

HCGC was developed as an 18-hole-golf course (*IR-1* property–*Industrial Recreation*). Their desire is to rezone to *IR-2* (*Residential*), whose district classification was used to develop the *Sherwood Forest Golf Course*, a 9-hole golf course, in the early-2000's. In that case, the developer owned all the land around the golf course being laid out and developed the subdivision infrastructure.

HCGC (Drive Fore Success, LLC) is asking to rezone one hole (up to 10-acres) of their approximately 190-acre property changing from *IR-1* zoning because it (constricts) their business from developing housing units along the golf course. By contrast, *IR-2* zoning allows for golf course development, as well as single- and two-family structures, and zero lot-line duplexes to be built in that zoning district (See below).

§ 22-7 IR-1 Recreation Industry District.

- A. Statement of intent. This district is intended to provide areas for the commercial and public recreation industry together with activities and uses typically associated with the same. It is also the purpose of the district to preserve, enhance or develop, as appropriate, natural and scenic resources where these may exist or may be created.
- B. Permitted uses by right:
 - (1) Public or private golf courses, excepting buildings.
 - (2) Public or private parks, including jogging, bicycle, downhill and cross-country ski trails.
 - (3) Any use listed as a permitted use in the CON Conservancy District.
- C. Permitted accessory uses:
 - (1) Irrigation systems.
 - (2) Parking, loading and unloading facilities associated with permitted or conditional uses.
 - (3) Park entrance facilities and control stations.
- D. Uses permitted by conditional grant:
 - (1) Flowages, ponds, and water storage areas involving a dam, berm or dike, together with associated pumping facilities.

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- (2) Electrical transmission lines.
 - (3) Piers, docks and boathouses.
 - (4) Filling, drainage or dredging, provided conforms to Chapter 21, Shoreland-Wetland Zoning, of the Village Code.
 - (5) Removal of topsoil.
 - (6) Relocation or other alteration of any watercourse.
 - (7) Mining and quarrying required primarily for the development of recreation activities.
 - (8) Clubhouses and buildings accessory to golf courses.
 - (9) Golf driving ranges when accessory to golf courses.
- E. Parking and loading requirements. The parking and loading requirements applicable to the IR-1 Recreation Industry District are set forth in Articles VI and VII of this chapter.
- F. Buffers and landscaping. Requirements relating to buffering and landscaping of certain structures in the IR-1 Recreation Industry District are set forth in Article IX of this chapter.
- G. District lot and building bulk regulations:

District	Minimum lot size		Minimum building setback				Max. Height
	Area	Width (feet)	Water	Front	Side	Rear	
IR-1	—	—	75	25	20	50	35

IR-2 Recreation Industry/Residential District.

This district is intended to provide areas for the commercial and public recreation industry together with residential uses and other activities and uses typically associated with the same. It is also the purpose of the district to preserve, enhance or develop, as appropriate, natural and scenic resources where these may exist or may be created and where such resources may be compatibly integrated with other types of uses in order to improve the quality of life of Village residents.

- Permitted uses by right: Single-family, Two-family & Zero Lot-line Duplexes; public parks, golf courses, recreation trails; Items allowed in the *Conservancy* district.
- Accessory Uses permitted: Garages, carports, home occupancy uses/business, signs, recreation & service buildings.
- Conditional Uses permitted: Fire stations, libraries, schools, religious facilities, 'care' facilities, 'planned developments', piers, docks, etc.

Note: Zero-lot-line duplexes (Added: 2003).

- (1) All certified survey maps and subdivision plats creating zero-lot-line duplexes and any deeds conveying either unit of such duplex shall have a restriction requiring the exterior of the building to be maintained, decorated, and repaired so as to retain a uniform appearance of both units. Further, the following restriction shall be placed upon the same: "When attached dwelling units are created, matters of mutual concern to the adjacent property owners, due to construction, catastrophe, and maintenance, shall be guarded against by private covenant and deed restriction, and no approving authority shall be held responsible for the enforcement of same.
- (2) Separate sewer, water and other utility services must be created for each unit of a zero-lot-line duplex.
- (3) Each property owner is responsible for coordinating property maintenance responsibilities with the adjoining zero-lot-line unit.
- (4) The lot must have been previously planned for a duplex or two-family dwelling.
- (5) No accessory structures will be permitted for any zero-lot-line duplex.
- (6) The sum of the lot areas must meet the minimum frontage and area requirements for a two-family home in that district. The side yard setback may be zero on one side, provided that:
 - (a) The adjoining side yard setback of the lot adjacent to the zero side yard is also zero; and

- (b) The opposite side yard is not less than eight feet.
- (7) Zero-lot-line duplexes shall share a common wall, and both units shall be built simultaneously. Wherever improvements abut on the common boundary line between adjoining units, there shall be a one-hour fire wall running from the lowest floor level, including the basement if it is the common wall, to the underside of the roof sheathing. Such basement wall, if any, shall be waterproofed masonry.
- (8) Only one side or wall of a zero-lot-line duplex may be shared. All others must be within the buildable area of the lot as established by using the standard side, rear, and front yard setbacks for the district in which the twin home is to be permitted.
- (9) If not previously arranged for on the recorded plat, all land divisions converting duplexes to zero-lot-line duplexes must occur by a certified survey map.
- (10) In the event of the total destruction of the zero-lot-line duplex building, it shall be determined by agreement of both unit owners whether to rebuild, restore or sell the property. If damage is only to the unit on one parcel and such damage does not affect the other unit, the damaged unit shall be repaired by the owner of that damaged unit

Question #2: How does development of the property compare to the Village Comprehensive Plan?

Regarding this parcel (18th Hole; Parcel # 13425), like the Zoning Map, the *Comp. Plan* would have to change reflecting the ability to build single-family, two-family, and/or two-family duplex units on the property. Currently, the *Comp. Plan* reflects 'golf course-related amenities', only.

The same basic zoning language ('IR-1' vs. 'IR-2') is/was used when developing the *Sherwood Forest Golf Course* subdivision, which developed years after the HCGC developed. It simply added the ability for home-building within the development.

My understanding is the HCGC ('IR-1' district) was developed by Frank Schneider and only contemplated golf course amenities at that time. The *Sherwood Forest Golf Course* subdivision ('IR-2') was developed by the 'KMS' group (Kress, Michels, Schmidt) who wanted home construction along with the golf course and the property that their group owned.

Futher documentation is available at the Village Offices.

Regards,



Randy Friday
Village/Zoning Administrator

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§ 22-112B. District establishment.

(1) PUD Planned Unit Development District. The regulations of this section shall operate in conjunction with the application to specific tracts of land of the PUD Planned Unit Development District as established in Article II of this chapter.

(2) Minimum area required. In order to be regulated under this section, proposed project plans must be no less than the following minimum size:

Proposed Principal Uses	Minimum Project Size (square feet)
Residential and open space uses	100,000
Mixed compatible uses	200,000
Commercial or industrial uses	200,000

(3) Ownership consent. As required by § 62.23(7)(b), Wis. Stats., a proposed development at the time of application of the PUD Planned Unit Development District shall require the consent of the owners to the regulations as shall apply to their individual tracts through the approved PUD District project plan.

C. Uses permitted.

(1) Underlying district uses. All uses as permitted by the underlying district or districts within the boundaries of the overlay PUD District may be permitted in the project plan approved as part of the PUD regulations as stated therein, subject to Subsection C(4) below. Said plan may also provide for excluding uses that are otherwise permitted by the underlying districts, or for follow-up approval of building, site and operational plans as provided for in § 22-111 of this chapter.

(2) Other uses permitted. In addition to Subsection C(1) preceding, any other use permitted by this chapter may be permitted as part of the project plan approved as part of the PUD regulations, consistent with the approval criteria set forth in Subsection E hereunder.

(3) Individual uses and structures need not necessarily comply with the specific building location, height, building size, floor area ratio, lot size or open space requirements of the underlying district, provided that benefits as set forth in § 62.23(7)(b), Wis. Stats., and Subsection A(2) of this section justify deviation from said requirements.

(4) Conditional use processing. Uses permitted in an underlying district or elsewhere in this chapter by conditional use grant, if not permitted by right in one of the underlying districts, shall only be permitted through the PUD regulations as a conditional use. The petition, application materials, and hearing for said conditional uses may be part of the PUD process to avoid dual processing, unless the PUD plan specifically determines that the conditional uses are to be separately evaluated and processed.

D. Procedure.

(1) Pre-petition conference. Prior to official submittal of a petition, the petitioner shall meet with the Plan Commission for a preliminary discussion as to the scope and proposed nature of the contemplated development, especially as relates to the petitioner's intentions to submit a general or detailed application.

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(2) Petition. Following the pre-petition conference, petition may be made to the Zoning Administrator by the owners or agents of properties proposed for such development to amend the Zoning Map by the overlaying of a PUD District in order to permit the application of the provisions of this section to such development. Such petition shall be accompanied by a fee as required in § 22-107H and the following information in appropriate detail as to the type of approval, general or detailed, desired (see determination in Subsection F):

(a) A statement describing the general character of the intended development and the desirability of applying the requirements of this section and the PUD District rather than those ordinarily applicable through basic underlying zoning. This statement should at least include:

[1] Statistical data on total size of the project area, area of open space, residential density computation and proposed number of dwelling units, population analysis, market analysis, economic analysis, impact upon municipal services and any other similar data pertinent to a comprehensive evaluation of the proposed development.

[2] A financial factors general summary, including the value of structures, estimated improvement costs, amount proposed for landscaping and special features, estimated sale or rental price, and total anticipated development cost of the project.

[3] Organizational and service structure general outline related to intended property owners' association, deed restrictions, and provision of private services.

(b) A general development plan and related maps and plans, including descriptive statements of objectives, principles and standards used in its formulation of the project, showing at least the following information as may be required by the Plan Commission and Village Board to apply the criteria for approval as hereinafter set forth:

[1] An accurate map of the project area, including its relationship to surrounding properties.

[2] The pattern of public and private roads, driveways, and parking facilities and intended design standards.

[3] The size, arrangement and location of lots or of proposed building groups.

[4] The location of recreational and natural open space areas and areas reserved or dedicated for public uses such as school, park, nature preserve, etc.

[5] The type, size and location of structures.

[6] General landscape treatment.

[7] Architectural drawings and sketches or photos of similar developments illustrating the design and character of proposed structures.

[8] The location of present and proposed sanitary sewer and other utility facilities if necessary to an evaluation of the project plan.

[9] Existing topography and storm drainage pattern and proposed storm drainage system showing basic topography changes, if deemed necessary for project evaluation.

(3) Referral to Plan Commission. Such petition shall be referred to the Plan Commission and processed as a zoning change. Upon completion of necessary study and investigation, the Plan Commission shall make its recommendation to the Village Board as to the appropriateness and

desirability of the application of the PUD District as relates to the suitability of the building, site and development plans and any additional conditions which the Commission may feel necessary or appropriate.

(4) Public hearing. The Plan Commission, before taking affirmative action to approve such petition, shall hold a public hearing pursuant to statutory provisions for zoning amendments. Notice for such hearing shall include reference to the consideration of the proposed project development plans coincident with the requested zoning change to PUD.

E. Basis for approval. The Plan Commission, in making its recommendations, and the Village Board, in making its determination, shall give consideration and satisfy themselves as to the following:

(1) Construction schedule. That the proponents of the proposed development have demonstrated that they intend to start construction within a reasonable period following the approval of the project and requested overlay for the PUD District, and that the development will be carried out according to a reasonable construction schedule satisfactory to the Village.

(2) Adequate professional assistance. That the project plan has been prepared with adequate professional assistance, especially as relates to justifying deviation from standards as set forth in the underlying basic zoning districts or from other development standards such as for streets and utilities, and to achieving Subsection **E(3)** and **(4)** below.

(3) Conformity to Village Plan. That the project plan serves to implement the spirit and intent of the Village Plan, especially as relates to preservation of conservation areas and creation of common open spaces, and to creation of a more diversified and interesting use pattern than might otherwise result from application of underlying zoning patterns.

(4) Achievement of purposes and benefits. That the project plan achieves the purpose for zoning as set forth in § 62.23(7)(c), Wis. Stats., and § **22-3** of this chapter, as well as the benefits of planned development projects as set forth in § 62.23(7)(b), Wis. Stats., and Subsection **A(2)** of this section.

(5) Preservation and care of open space.

(a) That the resultant common open space is suitable for its use as relates to location, access, size and shape, proposed degree of improvement for recreational use, or proposed degree of protection from damage if a natural area.

(b) That adequate guarantee for retention of proposed private open spaces in their proposed uses and against building or other development (except as consistent with the open space objective) shall be accomplished by conveying to the municipality as part of the conditions of approval a land covenant to be approved by the Plan Commission and recorded at the County Register of Deeds office restricting the area as herein required.

(c) That in the case of a private open space proposal, the care and maintenance of such open space shall be ensured either by establishment of an appropriate management organization or property owners' association for the project or by agreement with the municipality for establishment of a special service district for the project area on the basis of which the municipality shall provide the necessary maintenance service and levy the cost thereof as a special assessment on the tax bills of properties within the project area. In any case, the Village shall have the right to carry out and levy an assessment

for the cost of any maintenance which it feels necessary if it is not otherwise taken care of to the satisfaction of the Village.

(d) That ownership and tax liability of private open space areas shall be established in a manner acceptable to the municipality and made a part of the conditions of the plan approval.

(e) That adequate financial guarantee that such common open space will be developed or protected as proposed is made by the owners or developers in the form of bonds, sureties, or letters of credit acceptable to the Village pursuant to the procedures used in the building and platting of public streets.

(6) Proposed residential developments.

(a) That such development will create an attractive residential environment of sustained desirability and economic stability, including placement of structures in relation to terrain and soils, consideration of safe pedestrian flow, ready access to recreation space, and coordination with overall plans for the neighborhood.

(b) That the population composition of the development will not result in adverse effect from that anticipated in the Village Plan upon the community's capacity to provide needed school or other municipal service facilities.

(c) That adequate guarantee is provided for permanent retention as open area of open land area resulting from the application of these regulations either by dedication to the public or by private reservation as regulated by Subsection E(5) preceding.

(7) Proposed commercial developments. N/A.

(8) Proposed industrial developments. N/A.

(9) Proposed mixed-use developments.

(a) That the proposed mixture of uses produces a unified composite which is compatible within itself and which, as a total development entity, is compatible with the surrounding neighborhood and consistent with the general objectives of the Village Plan.

(b) That the various types of uses conform to the general requirements as hereinbefore set forth applicable to projects of such use character.

F. Determination.

(1) Denial or approval. The Village Board after due consideration, upon recommendation of the Plan Commission, may deny or approve the petition as submitted or approve the petition subject to changes or additional conditions.

(2) Representations and conditions incorporated. The general or detailed approval of a petition and consequent amending of the Zoning Map by overlay of the PUD District shall be based upon, and thereby incorporate, all the representations contained in the petition and its accompanying written and other exhibits offered by the petitioner, as modified by the Village's part of the review and approval process.

(a) General approval. Plans submitted for such an approval need not necessarily be completely detailed at the time of overlay zoning, provided that they are of sufficient detail to satisfy the Plan Commission and Village Board as to the general character, scope and appearance of the proposed development. Such preliminary plan shall at least designate the pattern of proposed streets and size and

arrangement of lots as in the preliminary platting process, which may indeed also be involved, and the basic pattern of land use, with an illustration of a typical example, of the development proposed. The approval of such preliminary plan shall be conditioned upon the subsequent submittal and approval of more specific and detailed plans as the development progresses, so that all detailed approvals are complete before an occupancy permit is required.^[1]

(b) Detailed approval. Plans submitted for detailed approval shall be sufficiently complete that the factors normally associated with issuance of a zoning permit under this chapter, such as a developer's agreement or approval of a property division under Chapter 24, Subdivision and Platting, of this Code, are presented. Without prejudice because of enumeration, this can include information related to the following: § 22-110, Conditional uses, § 22-111, Building, site and operational plans, Article X, Performance Standards, and preliminary or final plats under Chapter 24, Subdivision and Platting, of this Code.

(3) Subsequent changes. Proposed changes to approved project plans, judged insubstantial by the Plan Commission, may be approved by the Commission and added to the project file. Proposed changes which the Commission judges to be substantial shall require approval by the Village Board, after review and recommendation by the Commission and after public hearing as set forth in Subsection **D(4)** preceding.

(4) Project terminations. Approved planned development projects, including those which have begun development under the terms of the approved project plan, may be modified so as to terminate all or some of the special conditions approved under the plan, in order to return to basic underlying zoning regulations for all or some of the developed or undeveloped portions of the project area.

(a) Petition. Where the original project petitioners or their successors are able to initiate a petition, they may file a petition seeking project plan termination, suggesting how area already developed under the project plan may be made conforming to underlying zoning regulations, or how those areas might remain under a reduced area project plan. Where said original petitioners are no longer able to file such a petition, the Plan Commission may act as a petition filer.

(b) Hearing and recommendations. When a petition is filed to terminate a project plan in whole or part, the Commission shall hold an informational hearing, notifying all affected parties, so that the Commission may learn what form of project plan termination would best serve the interests of all affected parties. The Commission shall then recommend to the Village Board such project plan modifications or termination as it deems appropriate. The Village Board shall treat said recommendation as a zoning petition and hold the necessary hearing before acting.

(c) Determination. In the manner set forth in this subsection preceding, the Village Board shall act upon the petition. The project file and Zoning Map shall be appropriately modified with the changes adopted by the Board, and as necessary any land covenants, plats or other recorded documents amended as required to conform to the revised regulations, with the costs apportioned as directed by the Board.

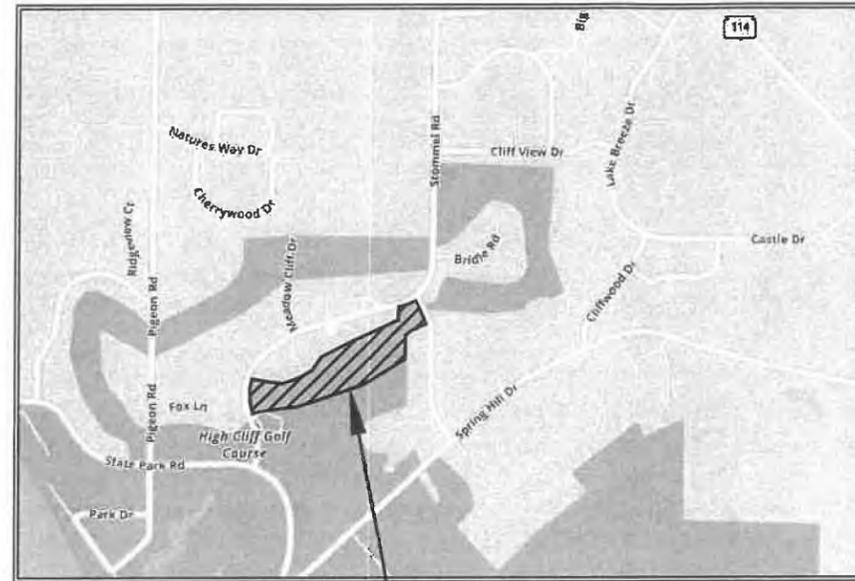
PUD DEVELOPMENT, HIGH CLIFF GOLF COURSE

VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN

INDEX OF SHEETS	
DRAWING NO.	DESCRIPTION:
C1.0	COVER SHEET
C1.1	SITE PLAN
C1.2	UTILITY LAYOUT PLAN
C2.1	DRAINAGE PLAN
C2.2	POND DETAIL SHEET
C2.3	POND DETAIL SHEET
C3.1	PLAN & PROFILE SHEET
C3.2	PLAN & PROFILE SHEET
C4.1	EROSION CONTROL PLAN
C4.2	EROSION CONTROL DETAILS
C4.3	EROSION CONTROL DETAILS
C5.1	STANDARD DETAILS
C5.2	STANDARD DETAILS

PERTINENT CONTACTS	CONTACT PERSON	PHONE
MUNICIPALITY		
VILLAGE OF SHERWOOD	RANDY FRIDAY	920-989-1589
OWNER		
DRIVE FOR SUCCESS, LLC	DAN RIPPL	920-989-1045
ENGINEER / SURVEYOR		
MARTENSON & EISELE	JACK RICHESON	920-731-0381
MARTENSON & EISELE	GARY ZHRINGER	920-731-0381
UTILITIES		

LOCATION MAP



SITE LOCATION

REVISION TRACKERS

DESIGN DEVELOPMENT REVISION TRACKER		
NO.	DATE	DESCRIPTION
1	2-24-2020	DESIGN ISSUE

CONSTRUCTION DOCUMENT REVISION TRACKER		
NO.	DATE	DESCRIPTION

RECORD DRAWING REVISION TRACKER		
NO.	DATE	DESCRIPTION

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 1377 Midway Road
 Menasha, WI 54952
 www.martenson-eisele.com
 info@martenson-eisele.com
 920.731.0381 1.800.236.0381

Planning
 Environmental
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CRC	JR	JWS	
NO.	DATE	NO.	DATE
1	2-24-2020		

COVER SHEET
PUD DEVELOPMENT
HIGH CLIFF GOLF COURSE
 VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN

SCALE	DATE
BAR SCALE	12/26/2019
COMPUTER FILE	
1-1283-001de.dwg	

DRAWING NO.
C1.0

DIGGERS HOTLINE

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL 811 or
Toll Free 1-800-242-8511
(262)432-7910
Emergency Only (877) 500-9592
FAX 1-800-338-3880
FAX (414) 259-0947
Hearing Impaired TDD 1-800-542-2289

MS. STATUTE 182.0175 (1974)
REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE



SITE PLAN

**SITE PLAN
PUD DEVELOPMENT
HIGH CLIFF GOLF COURSE**

VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN

SCALE: BAR SCALE
DATE: 12/26/2019
COMPUTER FILE: 1-1283-0016.dwg

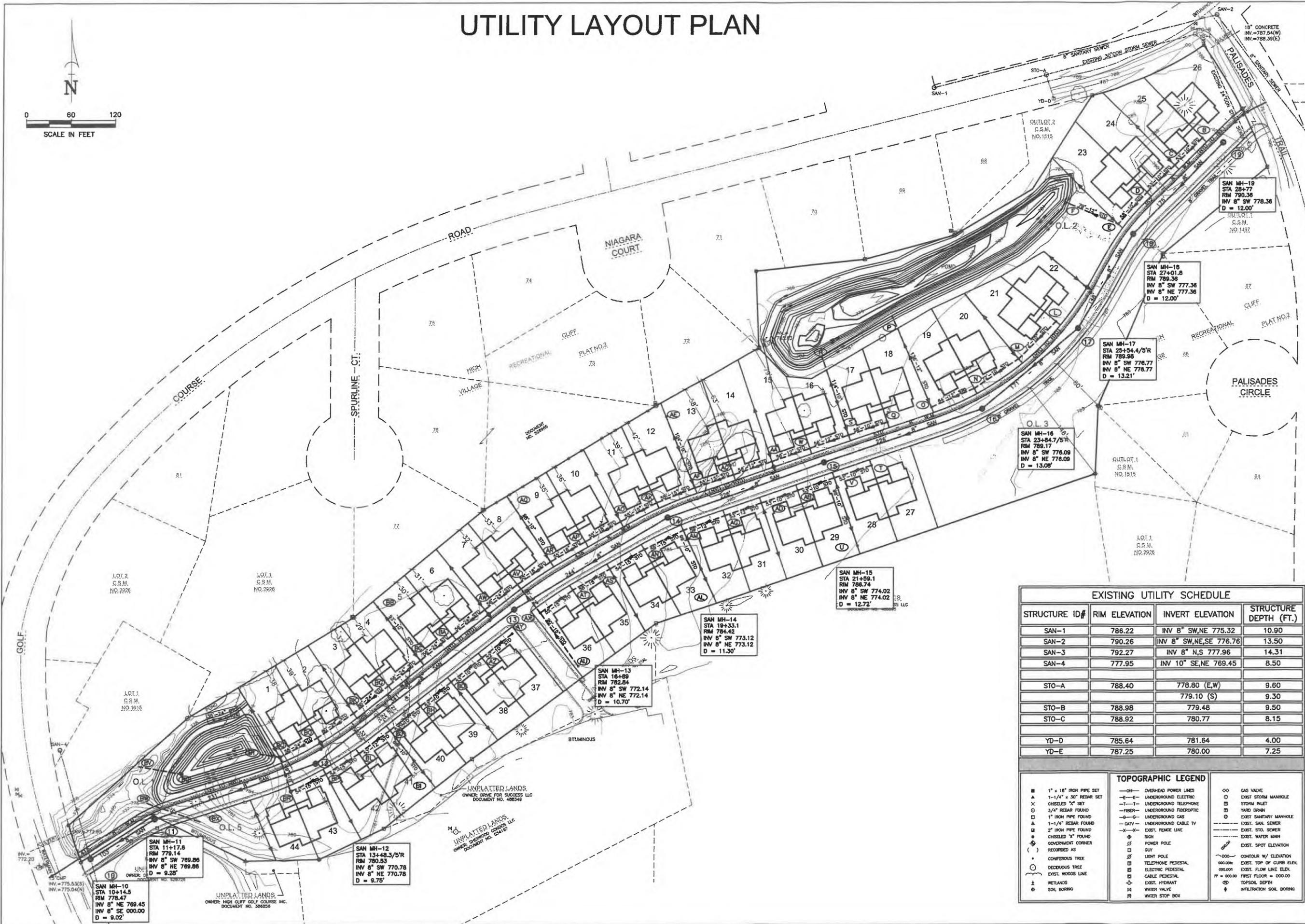
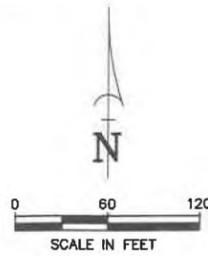
NO.	DATE	NO.	DATE	NO.	DATE
1	2-24-2020				

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DRAWING NO. C1.1

UTILITY LAYOUT PLAN



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				NO.	NO.	DATE	DATE
CRC	JWR	JWS		1		2-24-2020	

**REFER TO COVER SHEET FOR REVISION DESCRIPTIONS. **

UTILITY LAYOUT PLAN
PUD DEVELOPMENT
HIGH CLIFF GOLF COURSE
 VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN

STRUCTURE ID#	RIM ELEVATION	INVERT ELEVATION	STRUCTURE DEPTH (FT.)
SAN-1	786.22	INV 8° SW,NE 775.32	10.90
SAN-2	790.26	INV 8° SW,NE,SE 776.76	13.50
SAN-3	792.27	INV 8° N,S 777.96	14.31
SAN-4	777.95	INV 10° SE,NE 769.45	8.50
STO-A	788.40	778.80 (E,W) 779.10 (S)	9.60 9.30
STO-B	788.98	779.48	9.50
STO-C	788.92	780.77	8.15
YD-D	785.64	781.64	4.00
YD-E	787.25	780.00	7.25

TOPOGRAPHIC LEGEND		
<ul style="list-style-type: none"> 1" x 18" IRON PIPE SET 1-1/4" x 30" REBAR SET CHESSLED "X" SET 3/4" REBAR FOUND 1" IRON PIPE FOUND 1-1/4" REBAR FOUND 2" IRON PIPE FOUND CHESSLED "X" FOUND GOVERNMENT CORNER RECORDED AS CONFIRMED TREE DECEASED TREE EXIST. WOODS LINE WETLANDS SOIL BORING 	<ul style="list-style-type: none"> OVERHEAD POWER LINES UNDERGROUND ELECTRIC UNDERGROUND TELEPHONE UNDERGROUND FIBEROPTIC UNDERGROUND GAS UNDERGROUND CABLE TV EXIST. FENCE LINE SIGN POWER POLE GUY LIGHT POLE TELEPHONE PEDESTAL ELECTRIC PEDESTAL CABLE PEDESTAL EXIST. HYDRANT WATER VALVE WATER STOP BOX 	<ul style="list-style-type: none"> GAS VALVE EXIST. STORM MANHOLE STORM INLET YARD DRAIN EXIST. SANITARY MANHOLE EXIST. SAN. SEWER EXIST. STO. SEWER EXIST. WATER MAIN EXIST. SPOT ELEVATION GUY LIGHT POLE TELEPHONE PEDESTAL ELECTRIC PEDESTAL CABLE PEDESTAL EXIST. HYDRANT WATER VALVE WATER STOP BOX INFILTRATION SOIL BORING

SCALE	DATE
BAR SCALE	12/26/2019

COMPUTER FILE
 1-1263-001de.dwg

DRAWING NO.
C1.2

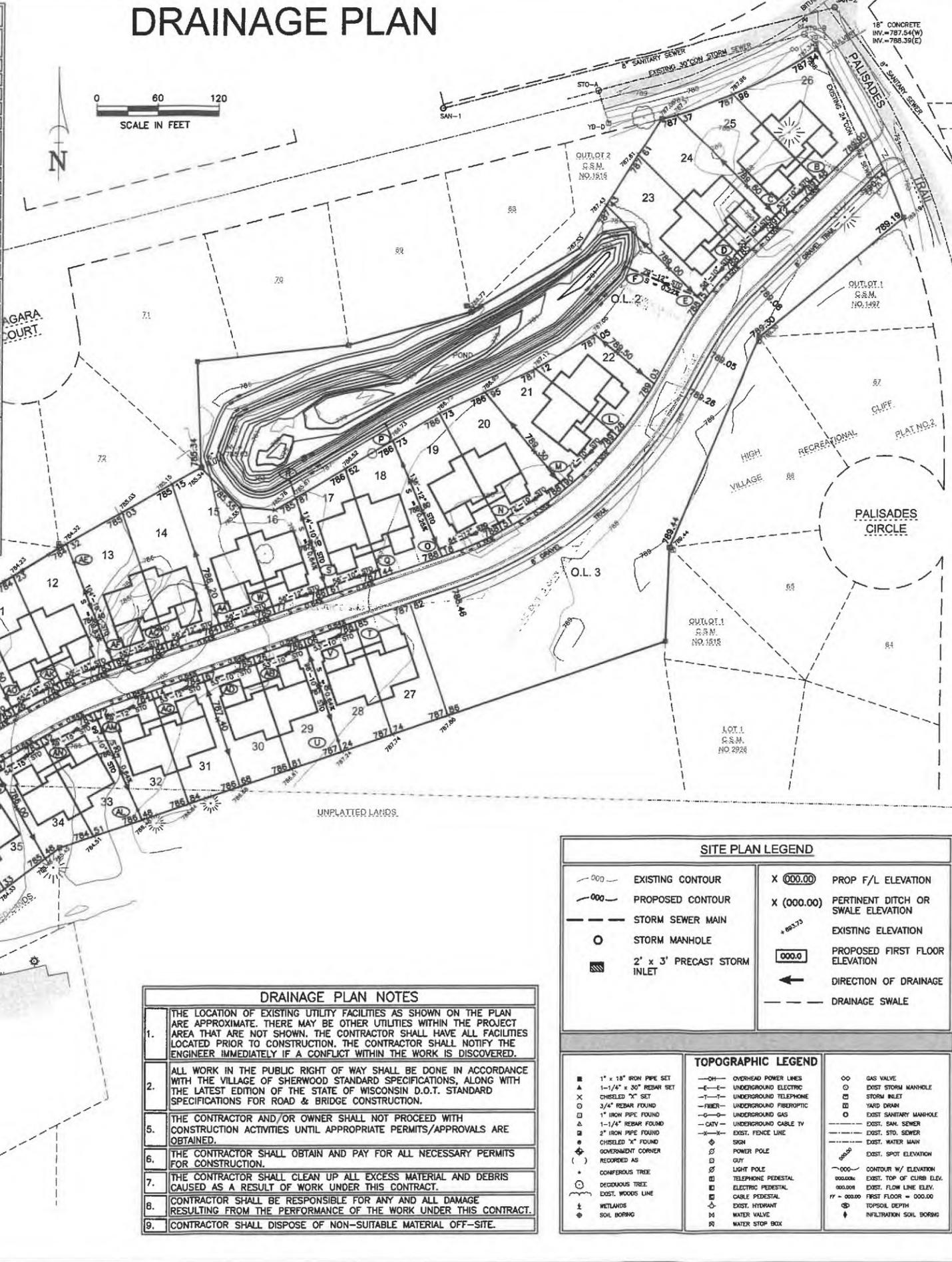
DRAINAGE PLAN

PROPOSED STORM SEWER SCHEDULE			
STRUCTURE ID#	RIM ELEVATION	INVERT ELEVATION	STRUCTURE DEPTH (FT.)
STO BT	ENDWALL	INV 24" E 775.00	
STO BQ	779.59	INV 24" W,NE 775.18 INV 15" S 775.18	4.41
STO BO	779.98	INV 24" SW,NE 775.48	4.50
STO BK	780.38	INV 24" SW,NE 775.87	4.51
STO BG	780.78	INV 24" SW,NE 776.25	4.53
STO BC	781.14	INV 24" SW,NE 776.60 INV 10" NW 776.60	4.54
STO BB	781.30	INV 10" SE 778.30	3.00
STO BA	781.50	INV 24" SW,NE 776.96	4.54
STO AW	781.66	INV 24" SW,NE 777.31	4.55
STO AV	782.21	INV 24" SW 777.67 INV 18" NE 777.67 INV 12" SE 777.67	4.54
STO AR	782.55	INV 18" SW,NE 778.02 INV 10" NW 778.02	4.53
STO AQ	781.90	INV 10" SE 778.90	3.00
STO AP	782.90	INV 18" SW,NE 778.37	4.60
STO AO	783.26	INV 18" SW 778.73 INV 15" NE 778.73	4.53
STO AK	783.60	INV 15" SW,NE 779.08	4.52
STO AF	783.95	INV 15" SW,NE 779.43 INV 10" NW 779.43	4.52
STO AE	783.30	INV 10" SE 780.30	3.00
STO AC	784.43	INV 15" SW 779.79 INV 12" NE 779.79	4.64
STO AA	784.98	INV 12" SW,NE 780.14	4.84
STO W	785.77	INV 12" SW,NE 780.50	5.27
STO S	786.61	INV 12" SW 780.85 INV 10" NE,NW 780.85	5.76
STO R	ENDWALL	INV 10" SE 785.34	
STO Q	787.44	INV 10" SW 781.21	6.23

PROPOSED STORM SEWER SCHEDULE			
STRUCTURE ID#	RIM ELEVATION	INVERT ELEVATION	STRUCTURE DEPTH (FT.)
STO AX	782.16	INV 15" NW,NW,SE 777.99	4.17
STO AU	783.44	INV 15" NW 778.35	5.09
STO AT	782.59	INV 15" SW,NE 778.34	4.25
STO AS	782.97	INV 15" SW,NE 778.71	4.26
STO AN	783.32	INV 15" SW,NE 779.06	4.26
STO AM	783.72	INV 15" SW 779.44 INV 12" NE 779.44 INV 10" SE 779.44	4.28
STO AL	785.48	INV 10" NW 780.07	5.41
STO AG	784.14	INV 12" SW,NE 779.82	4.32
STO AD	784.67	INV 12" SW 780.16 INV 10" NE 780.16	4.51
STO AB	785.26	INV 10" SW,NE 780.50	4.76
STO V	786.06	INV 10" SW,NE 780.84	5.22
STO U	786.24	INV 10" NW 781.47	4.77
STO T	786.85	INV 10" SW 781.18	5.67

PROPOSED STORM SEWER SCHEDULE			
STRUCTURE ID#	RIM ELEVATION	INVERT ELEVATION	STRUCTURE DEPTH (FT.)
STO BR	779.22	INV 15" N,NE 775.49	3.73
STO BP	779.89	INV 15" SW,NE 775.84	4.05
STO BL	780.22	INV 15" SW 776.19 INV 12" NE 776.19	4.03
STO BJ	780.54	INV 12" SW 776.53 INV 10" NE 776.53	4.01
STO BI	781.90	INV 10" NW 777.09	4.81
STO BH	780.89	INV 10" SW,NE 776.87	4.02
STO BD	781.23	INV 10" SW,NE 777.21	4.02
STO AZ	781.57	INV 10" SW,NE 777.55	4.02
STO AY	781.95	INV 10" SW 777.88	4.07

PROPOSED STORM SEWER SCHEDULE			
STRUCTURE ID#	RIM ELEVATION	INVERT ELEVATION	STRUCTURE DEPTH (FT.)
STO P	ENDWALL	INV 12" SE 785.00	
STO O	788.18	INV 12" NW,NE 785.34	2.84
STO N	788.51	INV 12" SW 785.56 INV 10" NE 785.56	2.95
STO M	788.90	INV 10" SW,NE 785.81	3.09
STO L	789.28	INV 10" SW 785.95	3.33



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***REFER TO COVER SHEET FOR REVISION DESCRIPTIONS ***

DRAINAGE PLAN
PUD DEVELOPMENT
HIGH CLIFF GOLF COURSE
 VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN

SCALE	DATE
BAR SCALE	12/26/2019
COMPUTER FILE	
1-1263-001de.dwg	
DRAWING NO.	
C2.1	

- ### DRAINAGE PLAN NOTES
- THE LOCATION OF EXISTING UTILITY FACILITIES AS SHOWN ON THE PLAN ARE APPROXIMATE. THERE MAY BE OTHER UTILITIES WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. THE CONTRACTOR SHALL HAVE ALL FACILITIES LOCATED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF A CONFLICT WITHIN THE WORK IS DISCOVERED.
 - ALL WORK IN THE PUBLIC RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH THE VILLAGE OF SHERWOOD STANDARD SPECIFICATIONS, ALONG WITH THE LATEST EDITION OF THE STATE OF WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.
 - THE CONTRACTOR AND/OR OWNER SHALL NOT PROCEED WITH CONSTRUCTION ACTIVITIES UNTIL APPROPRIATE PERMITS/APPROVALS ARE OBTAINED.
 - THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS FOR CONSTRUCTION.
 - THE CONTRACTOR SHALL CLEAN UP ALL EXCESS MATERIAL AND DEBRIS CAUSED AS A RESULT OF WORK UNDER THIS CONTRACT.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT.
 - CONTRACTOR SHALL DISPOSE OF NON-SUITABLE MATERIAL OFF-SITE.

SITE PLAN LEGEND

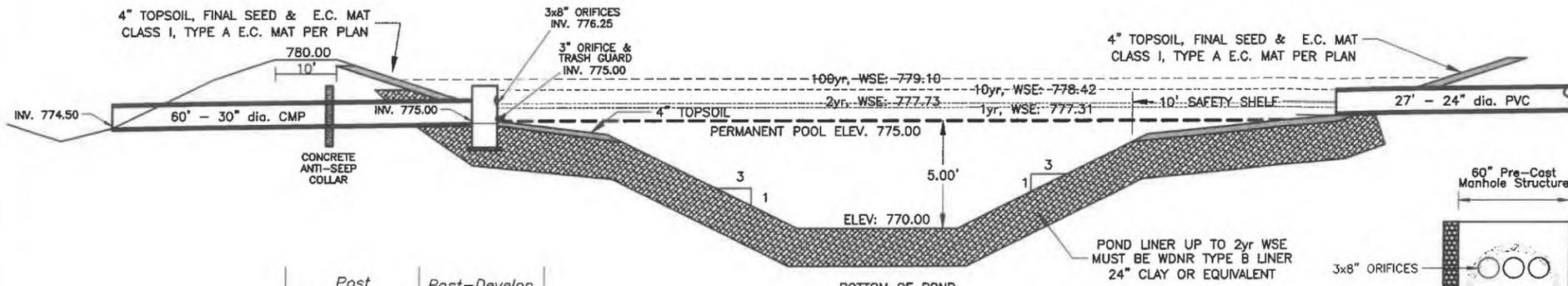
—000—	EXISTING CONTOUR	X (000.00)	PROP F/L ELEVATION
-000-	PROPOSED CONTOUR	X (000.00)	PERTINENT DITCH OR SWALE ELEVATION
---	STORM SEWER MAIN	000.00	EXISTING ELEVATION
○	STORM MANHOLE	000.0	PROPOSED FIRST FLOOR ELEVATION
■	2' x 3' PRECAST STORM INLET	←	DIRECTION OF DRAINAGE
		---	DRAINAGE SWALE

TOPOGRAPHIC LEGEND

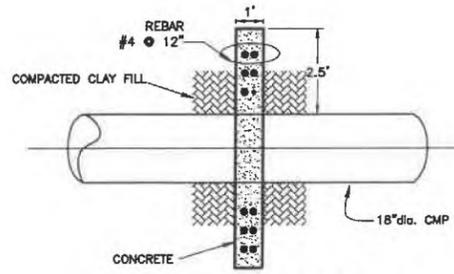
■	1" x 18" IRON PIPE SET	—	OVERHEAD POWER LINES
▲	1-1/4" x 30" REBAR SET	—	UNDERGROUND ELECTRIC
X	CHISELED "X" SET	—	UNDERGROUND TELEPHONE
□	3/4" REBAR FOUND	—	UNDERGROUND FIBEROPTIC
○	1" IRON PIPE FOUND	—	UNDERGROUND GAS
△	1-1/4" REBAR FOUND	—	UNDERGROUND CABLE TV
□	2" IRON PIPE FOUND	—	EXIST. FENCE LINE
◆	CHISELED "X" FOUND	◇	SIGN
◆	GOVERNMENT CORNER	◇	POWER POLE
◆	RECORDED AS	◇	GUT
()	CONIFEROUS TREE	◇	LIGHT POLE
()	DECIDUOUS TREE	◇	TELEPHONE PEDESTAL
()	WETLANDS	◇	ELECTRIC PEDESTAL
⊕	SOIL BORING	◇	CABLE PEDESTAL
		◇	EXIST. HYDRANT
		◇	WATER VALVE
		◇	WATER STOP BOX
		◇	GAS VALVE
		◇	EXIST STORM MANHOLE
		◇	STORM INLET
		◇	YARD DRAIN
		◇	EXIST SANITARY MANHOLE
		◇	EXIST. SAN. SEWER
		◇	EXIST. STO. SEWER
		◇	EXIST. WATER MAIN
		◇	EXIST. SPOT ELEVATION
		◇	CONTOUR W/ ELEVATION
		◇	EXIST. TOP OF CURB ELEV.
		◇	EXIST. FLOW LINE ELEV.
		◇	FIRST FLOOR = 000.00
		◇	TOPSOIL DEPTH
		◇	INFILTRATION SOIL BORING

POND DETAIL SHEET

(N.T.S.)



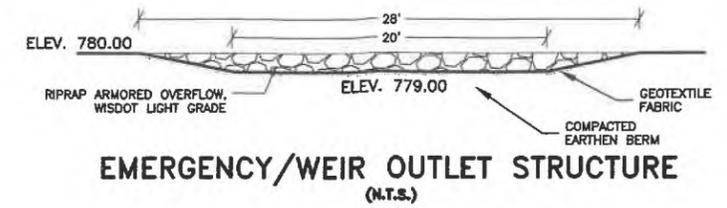
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Q_{peak} (1yr Storm Event)	4.65 cfs	
Q_{peak} (2yr Storm Event)	5.77 cfs	
Q_{peak} (25yr Storm Event)	21.32 cfs	
Q_{peak} (100yr Storm Event)	39.83 cfs	
Detention (1yr Storm Event)	0.245 ac-ft	777.31
Detention (2yr Storm Event)	0.303 ac-ft	777.73
Detention (25yr Storm Event)	0.408 ac-ft	778.42
Detention (100yr Storm Event)	0.522 ac-ft	779.10



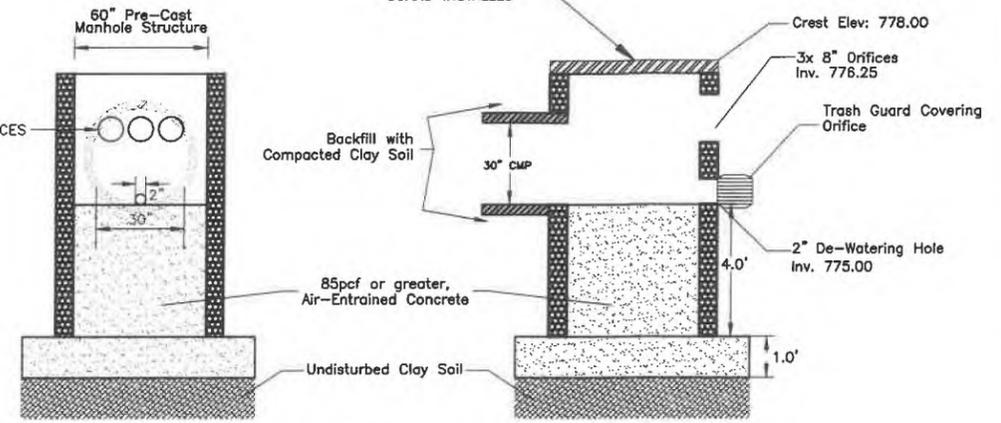
ANTI-SEEP COLLAR
(N.T.S.)



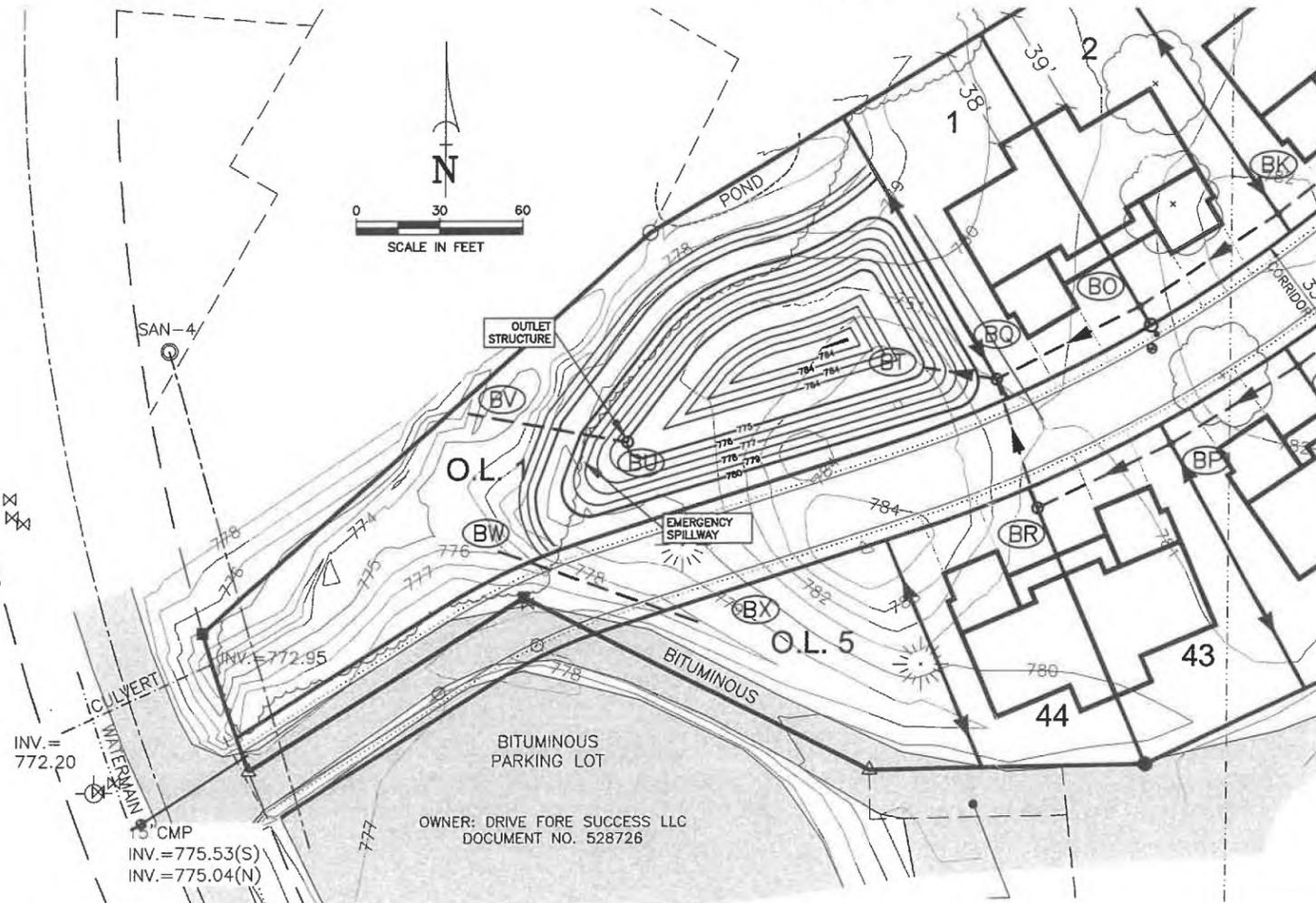
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(N.T.S.)



EMERGENCY/WEIR OUTLET STRUCTURE
(N.T.S.)



OUTLET STRUCTURE
(N.T.S.)



POND CONSTRUCTION

Typical Features:
The pond construction limits will be staked by Martenson & Eisele, Inc. The contractor shall strip the area free of topsoil and stockpile at locations as indicated on the Erosion Control Plan.

Unexcavated Excavation:
Unexcavated excavation shall include the removal and disposal of all materials encountered in the excavation for the ponds other than specific materials which have been classified and list upon as a separate bid item for this project. When excavating for the ponds, the excavation limits shall be the limits per the pond construction plans.

Fine Grading:
Fine grading shall consist of shaping and compacting the total cross section and limits of the ponds according to the typical cross section illustrated on the plans. Fine Grading shall include the grading of the spillway. All costs associated shall be included in the unit price bid.

Clay Liner and Pond Form:
The State of Wisconsin requires that storm water ponds be entirely clay lined. The following items are the criteria for the construction of the clay liner and pond form.

- Properties**
- Permeability: 1×10^{-6} cm/sec or less.
 - Grain Size: P200 content 50% by weight or greater. Larger than 2 in. in longest dimension shall be removed.
 - Clay Content: 25% by weight or greater (42mm).
 - Average Liquid Limit: value of 18 or greater, with no value less than 14.
 - Average Plasticity Index: of 7 or greater with no values less than 5.
 - Free of stones and inclusions of other soil types larger than 2 in. in largest dimension.
 - Non-organic soil classified as CL or CH by United Soil Classification System.

Clay Placement

1. Do not place clay until sub-grade elevation is documented and approved by Engineer.
2. Shape sub-grade to provide specified clay thickness smooth and free from loose stones.
3. Placement:
 - a. Place in 8" loose lifts perpendicular to slope, in designated thickness shown on Drawings.
 - b. Maximum Compacted Lift Thickness: 6" but not greater than depth of sheepsfoot.
 - c. Tolerance: Maximum acceptable variation for each lift thickness is 1".
 - d. Place clay as backfill material for outlet structure and associated piping within pond basin.
4. Compaction:
 - a. Minimum Compaction: 90% of dry density, ASTM D1557 Modified Proctor.
 - b. Maximum Permeability: 1×10^{-7} cm/sec, laboratory falling head permeability test.
 - c. Material distribution and gradation throughout clay material shall be free from lenses, pockets, streaks or layers of material differing substantially in texture or gradation from surrounding material. Blend clay prior to compaction. Prevent sand or other soil types from matting into clay or forming seams.
 - d. Uniformly distribute moisture and disc each lift of clay material prior to compaction. Dry clay material too wet to obtain desired density, proper moisture content. Do not place clay at moisture content less than optimum as defined by ASTM D1557. No additional payment will be made for drying clay materials.
 - e. Place layers of clay to form continuous monolithic material. Condition excessively dry or wet soil before placement of additional lifts. Spread each lift into permanently placed lift with sheepsfoot roller, or similar kneading type compactor.
 - f. Compact adjacent lifts in lifts parallel to side slope.
 - g. Protect buried pipes, and similar installations when constructing underlying portions of liner system or pond basin.
 - h. Do not place clay when air temperature is below of 32 °F, unless CONTRACTOR can demonstrate fill material temp is above freezing.
 - i. Install clay liner in accordance with Drawings.

Field Quality Control

1. General Testing Requirements:
 - a. Construction quality control testing will be performed throughout project by the Contractor's geotechnical soil engineer.
 - b. Test locations shall be selected at random by the Contractor's geotechnical soil engineer. CONTRACTOR shall assist in testing.
 - c. Testing frequency for construction quality control shall be as indicated below by GEOTECHNICAL ENGINEER.
2. Initial Sampling:
 - a. Contractor shall assist geotechnical soil engineer in collecting two representative bulk samples within 7 days of receiving Notice to Proceed, or as weather permits after that week, of impact clay borrow location and onsite clay material.
 - b. Test to be performed on each bulk sample collected and tested by geotechnical soil engineer shall include:
 1. Grain size Analysis (ASTM D422).
 2. Atterberg Limits (ASTM D422).
 3. Constant Head Permeability Test (ASTM D5084).
 4. Modified Proctor Compaction Test (ASTM D1557, Method D).
3. Compaction:
 - a. Contractor's geotechnical soil engineer will perform one compaction test per each 200 CY on in-place material.
 - b. Degree of Compaction: 90% Modified Proctor, ASTM D1557, Method D.
4. Thickness Verification:
 - a. Thickness of clay liner shall be verified by surveying sub-grade elevation and surveying elevation of clay surface, after completion of testing of in-place clay. Survey will be performed by OWNER's retained ENGINEER.

4. Thickness Verification:
 - a. Thickness of clay liner shall be verified by surveying sub-grade elevation and surveying elevation of clay surface, after completion of testing of in-place clay. Survey will be performed by OWNER's retained ENGINEER.
5. Final Acceptance of Surface:
 - a. Thickness of clay liner and surface elevations shall conform to Drawings.
 - b. Finish surface with smooth-drum roller.
 - c. Assist geotechnical soil engineer in collecting minimum of four in-place clay liner samples (Shelby Tube Method) per pond. Test to be performed by Contractor's geotechnical soil engineer on each tube:
 1. Dry Density.
 2. Atterberg Limits (ASTM D4318).
 3. Grain Size Analysis (ASTM D422).
 4. Constant Head Permeability (ASTM D5084).
- d. Rework areas that fail testing as follows:
 1. Define rework area.
 2. Disc.
 3. Condition soil for moisture content.
 4. Compact.
 5. Retest.
- e. Notify OWNER and ENGINEER when area(s) are ready for retest.
- f. Areas that fail testing shall have material removed and replaced at no cost to OWNER.

Excess Material
1. Clay material not suitable for backfilling and excess material shall be hauled to locations specified by OWNER.

Geotextile Fabric:
The geotextile fabric for under the riprap shall consist of Type "HR" porous non-woven fabric with multiple layers of randomly arranged fibers. The Engineer shall inspect fabric prior to placement of riprap and during placement of riprap. Damaged fiber fabric shall be replaced at Contractor's expense.

Riprap:
The Contractor shall trim and shape the bed for the fabric prior to the placement of the riprap as indicated on the plan. The riprap shall be clean washed riprap measuring 12" thick measured perpendicular to the slope. (24" total depth)

All equipment, labor, and materials used to install and maintain the riprap shall be included in the unit price bid for Medium Rip-Rap & Type "HR" Filter Fabric, square yards.

Outlet Structure/Piping/Est:
Construction of the Outlet Structures with trash guards, pipe, concrete apron endwalls with trash guard, and spillways shall be in accordance with the details on the plans. All costs associated with the supply, installation and construction of all items involved with the outlet structures, pipe, concrete apron endwalls, and spillways shall be included in the price bid.

Restoration:
The Contractor shall seed, fertilize and mulch the pond only above the normal water surface. Restoration of the pond shall be in accordance with Section 3.10(d) (Permanent Seed).

Erosion Control/Contour Mats:
The area above the normal water surface shall be matted with Class I, Type B Erosion Control Mats or equivalent erosion control vegetative mats as listed in the Product Acceptability List (PAL) for Multi-Model Applications published by the Wisconsin Department of Transportation, current edition.

Topsoil:
Topsoil shall conform to the requirements of the Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2016 Edition, Section 625.

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DRAWN BY	CRC	CHECKED	JUR	APPROVED	JWS	FIELDWORK	
						NO.	DATE
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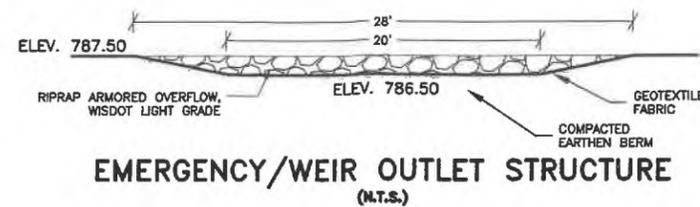
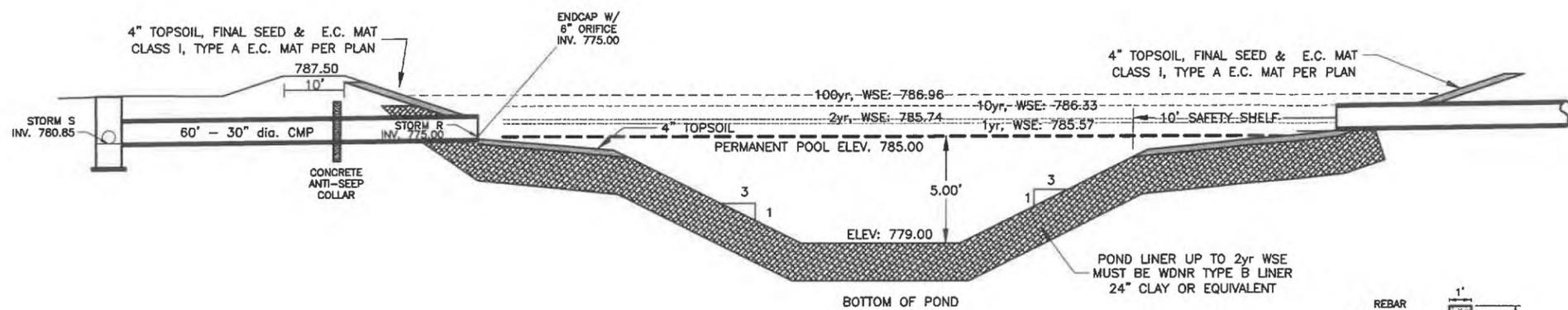
POND DETAIL SHEET
PUD DEVELOPMENT
HIGH CLIFF GOLF COURSE
VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN

SCALE	DATE
BAR SCALE	12/26/2019

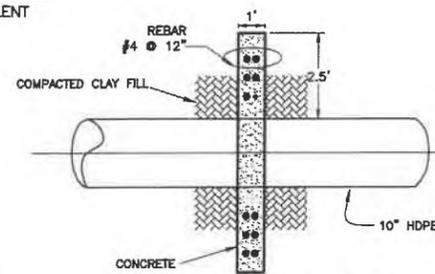
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DRAWING NO.
C2.2

POND DETAIL SHEET

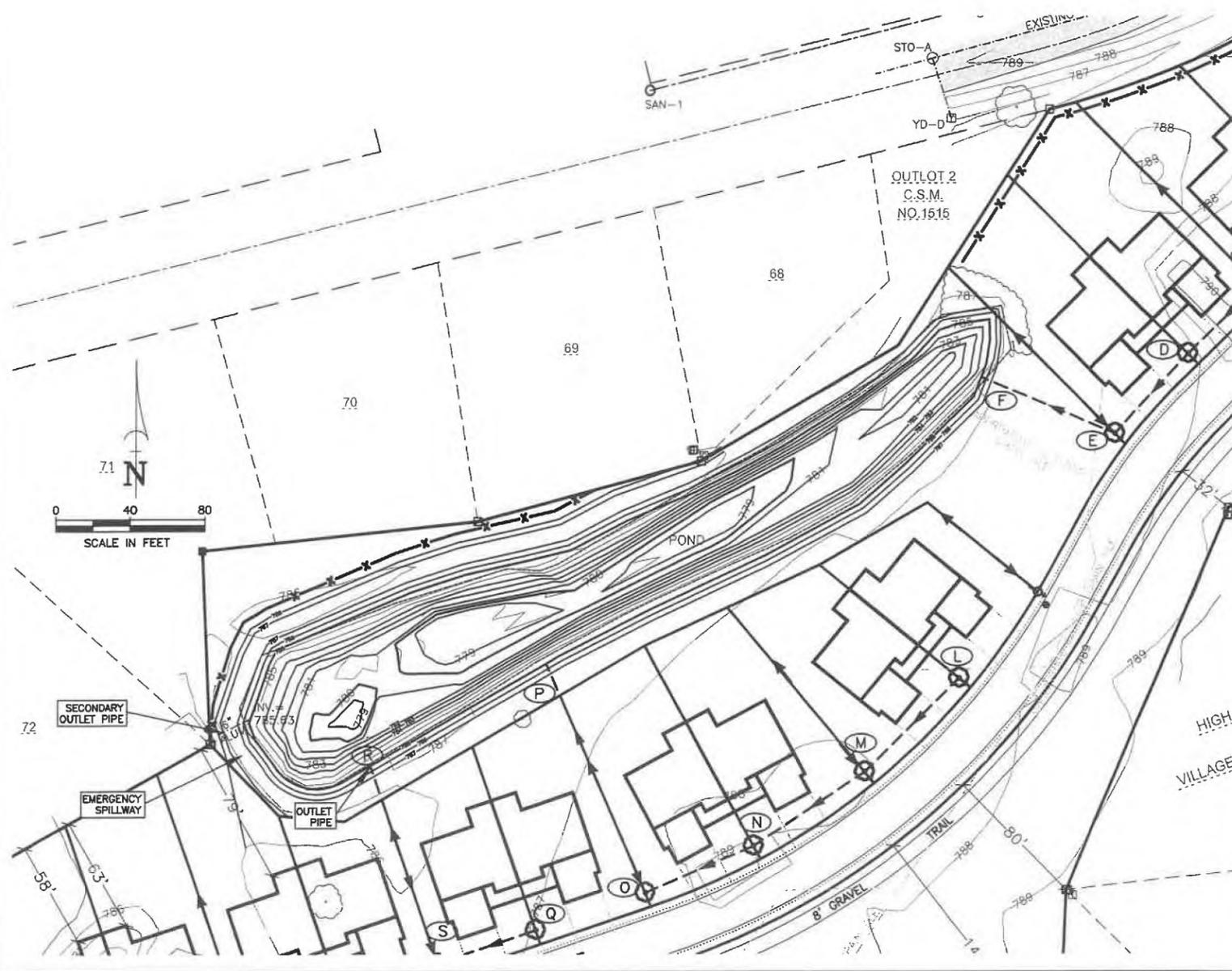
(N.T.S.)



	Post (Prop. Control)	Post-Develop. W.S. Elev.
Q_{peak} (1yr Storm Event)	0.53 cfs	
Q_{peak} (2yr Storm Event)	0.68 cfs	
Q_{peak} (25yr Storm Event)	1.32 cfs	
Q_{peak} (100yr Storm Event)	13.86 cfs	
Detention (1yr Storm Event)	0.328 ac-ft	785.57
Detention (2yr Storm Event)	0.430 ac-ft	785.74
Detention (25yr Storm Event)	0.802 ac-ft	786.33
Detention (100yr Storm Event)	1.227 ac-ft	786.96



ANTI-SEEP COLLAR (N.T.S.)



POND CONSTRUCTION

- Trench Excavation:**
The pond construction limits will be staked by Martenson & Eisele, Inc. The contractor shall strip the area line of topsoil and stockpile at locations as indicated on the Erosion Control Plan.
- Undisturbed Excavation:**
Undisturbed excavation shall include the removal and disposal of all materials encountered in the excavation for the ponds other than specific materials which have been classified and bid upon as a separate bid item for this project. When excavating for the ponds, the excavation limits shall be the limits per the pond construction plans.
- Fine Grading:**
Fine grading shall consist of shaping and compacting the total cross sections and limits of the ponds according to the typical cross sections illustrated on the plans. Fine Grading shall include the grading of the spillway. All costs associated shall be included in the unit price bid.
- Clay Liner and Pond Bero:**
The State of Wisconsin requires that storm water ponds be entirely clay lined. The following items are the criteria for the construction of the clay liner and pond bero:
- Properties**
- Permeability: 1×10^{-6} cm/sec or less.
 - Grain Size: P200 content 30% by weight or greater. Larger than 2 in. in longest dimension shall be removed.
 - Clay Content: 25% by weight or greater (0.02mm).
 - Average Liquid Limit value of 16 or greater, with no value less than 14.
 - Average Plasticity Index of 7 or greater with no values less than 5.
 - Free of stones and inclusions of other soil types larger than 2 in. in longest dimension.
 - Non-organic soil classified as CL or CH by Unified Soil Classification System.
- Clay Placement**
- Do not place clay until sub-grade elevation is documented and approved by Engineer.
 - Shape sub-grade to provide specified clay thickness smooth and free from loose stones.
 - Placement
 - Place in 4\"/>
 - Compaction
 - Minimum Compaction: 90% of dry density, ASTM D1557 Modified Proctor.
 - Maximum Permeability: 1×10^{-7} cm/sec, laboratory falling head permeability test.
 - Material distribution and gradation throughout: clay material shall be free from lenses, pockets, streaks or layers of material diluting substantially in texture or gradation from surrounding material. Blend clay prior to compaction. Prevent sand or other soil types from mixing into clay on forming seams.
 - Uniformly distribute moisture and cure each lift of clay material prior to compaction. Dry clay material too wet to obtain desired density, proper moisture content. Do not place clay at moisture content less than optimum as defined by ASTM D1557. No additional payment will be made for drying clay materials.
 - Place layers of clay to form continuous monolithic material. Condition excessively dry or wet soil before placement of additional lifts. Spread each lift into previously placed lift with sheepsfoot roller, or similar kneading type compactor.
 - Construct sidewalk liners in lifts parallel to side slope.
 - Protect buried pipes, and similar installations when constructing overlying portions of lines system or pond bero.
 - Do not place clay when air temperature is below 32 °F, unless CONTRACTOR can demonstrate full material temp. is above freezing.
 - Install clay liner in accordance with Drawings.
- Field Quality Control**
- General Testing Requirements
 - Construction quality control testing will be performed throughout project by the Contractor's geotechnical soil engineer.
 - Test locations shall be selected at random by the Contractor's geotechnical soil engineer. CONTRACTOR shall assist in testing.
 - Testing frequency for construction quality control shall be as indicated below by GEOTECHNICAL ENGINEER.
 - Initial Sampling
 - Contractor shall assist geotechnical soil engineer in collecting two representative bulk samples within 7 days of receiving Notice to Proceed, or as weather permits after that week, of import clay borrow location and onsite clay material.
 - Test to be performed on each bulk sample collected and tested by geotechnical soil engineer shall include:
 - Grain size Analysis (ASTM D422).
 - Atterberg Limits (ASTM D422).
 - Constant Head Permeability Test (ASTM D5084).
 - Modified Proctor Compaction Test (ASTM D1557, Method D).
 - Compaction
 - Contractor's geotechnical soil engineer will perform one compaction test per each 200 CY on in-place material.
 - Degree of Compaction: 90% Modified Proctor, ASTM D1557, Method D.
 - Thickness Verification
 - Thickness of clay liner shall be verified by surveying sub-grade elevation and surveying elevation of clay surface, after completion of testing of in-place clay. Survey will be performed by OWNER's retained ENGINEER.

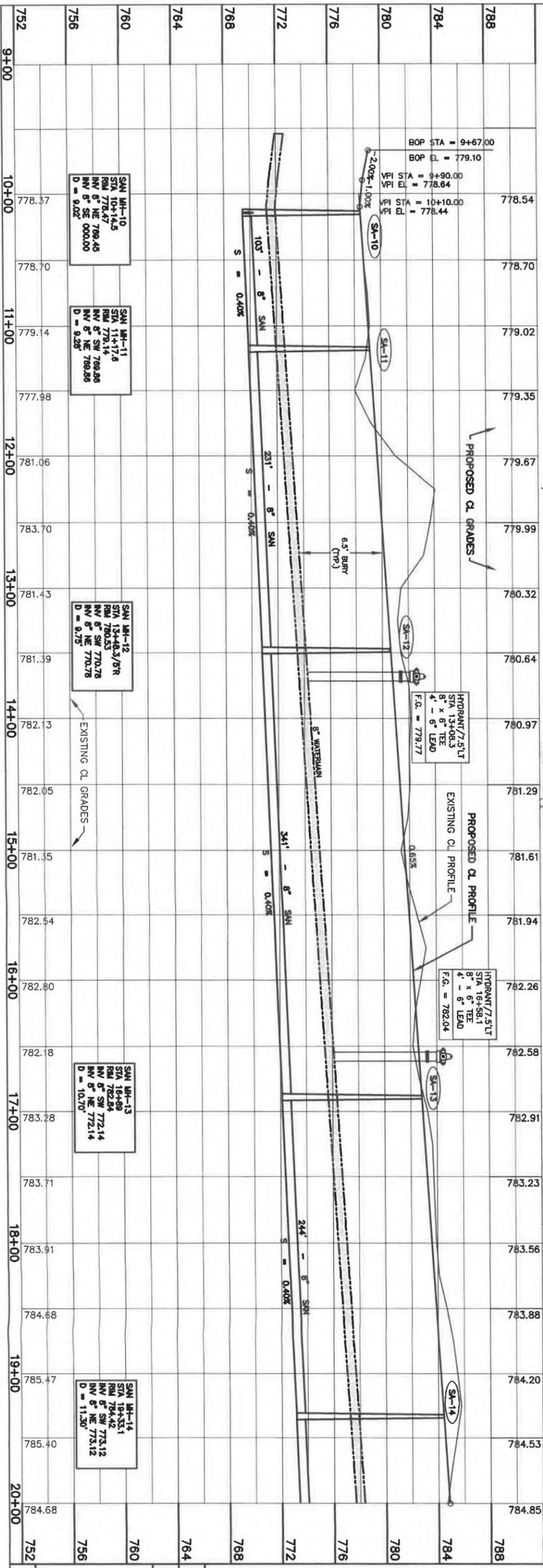
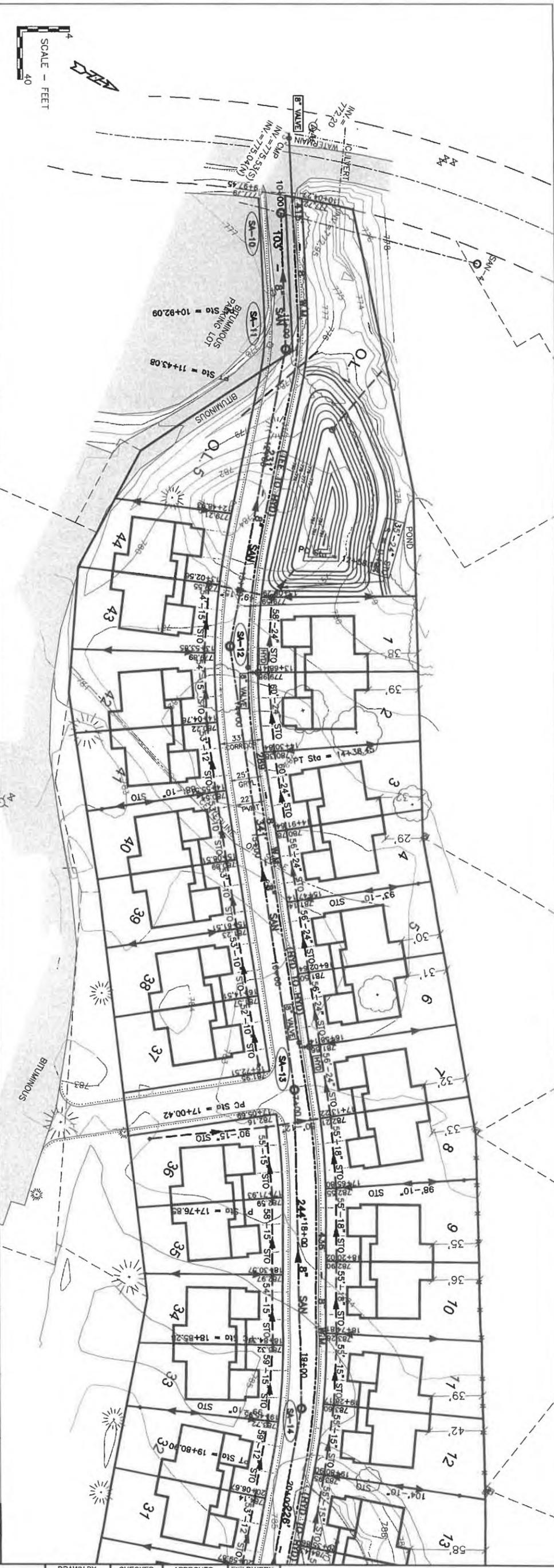
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 - Thickness of clay liner shall be verified by surveying sub-grade elevation and surveying elevation of clay surface, after completion of testing of in-place clay. Survey will be performed by OWNER's retained ENGINEER.
 - Final Acceptance of Surface
 - Thickness of clay liner and surface elevations shall conform to Drawings.
 - Finish surface with smooth-drum roller.
 - Assist geotechnical soil engineer in collecting minimum of four in-place clay liner samples (Shelby Tube Method) per pond. Test to be performed by Contractor's geotechnical soil engineer on each tube.
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 - Condition soil for moisture content.
 - Compact.
 - Retest.
 - Notify OWNER and ENGINEER when area(s) are ready for retest.
 - Areas that fail testing shall have material removed and replaced at no cost to OWNER.
- Excess Material**
- Clay material not suitable for backfilling and excess material shall be hauled to locations specified by OWNER.
- Geotextile Fabric**
- The geotextile fabric for under the riprap shall consist of Type "HR" porous non-woven fabric with multiple layers of randomly arranged fibers. The Engineer shall inspect fabric prior to placement of riprap and during placement of riprap. Damaged filter fabric shall be replaced at Contractor's expense.
- Riprap**
- The Contractor shall trim and shape the bed for the fabric prior to the placement of the riprap as indicated on the plan. The riprap shall be clean washed riprap measuring 12" thick measured perpendicular to the slope. (24" total depth)
- All equipment, labor, and materials used to install and maintain the riprap shall be included in the unit price bid for Medium Rip-Rap & Type "HR" Filter Fabric, square yards.
- Outlet Structure (Pipes/Etc.)**
- Construction of the Outlet Structures with trash guards, pipe, concrete apron endwalls with trash guard, and spillways shall be in accordance with the details on the plans. All costs associated with the supply, installation and construction of all items involved with the outlet structures, pipe, concrete apron endwalls, and spillways shall be included in the price bid.
- Restoration**
- The Contractor shall seed, fertilize and mulch the pond only above the normal water surface. Restoration of the pond shall be in accordance with Section 3.10(d) (Permanent Seed).
- Erosion Control Vegetative Mats**
- The area above the normal water surface shall be matted with Class I, Type B Curlex, or equal, erosion control vegetative mats as listed in the Product Acceptability List (PAL) for Multi-Model Applications published by the Wisconsin Department of Transportation, current edition.
- Topsoil**
- Topsoil shall conform to the requirements of the Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2016 Edition, Section 625.

Martenson & Eisele, Inc.
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 920.731.0381 1.800.238.0381

DRAWN BY	CHECKED	APPROVED	FIELDWORK	NO.		DATE	
				NO.	NO.	DATE	DATE
CRC	JJR	JWS					
**REFER TO COVER SHEET FOR REVISION DESCRIPTIONS **							
1							
2-24-2020							

POND DETAIL SHEET PUD DEVELOPMENT HIGH CLIFF GOLF COURSE VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN

SCALE	DATE
BAR SCALE	12/26/2019
COMPUTER FILE	
1-1283-001de.dwg	
DRAWING NO.	C2.3



STATION	ELEVATION	DESCRIPTION
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784	778.64	PI STA = 9+90.00 PI EL = 778.64
780	778.44	PI STA = 10+10.00 PI EL = 778.44
772	778.37	SA-10 200'-1.00%
760	778.70	SA-11 100' - 8" SAN S = 0.40%
756	779.14	SA-12 231' - 8" SAN S = 0.40%
752	781.06	SA-13 341' - 8" SAN S = 0.40%
752	783.70	SA-14 244' - 8" SAN S = 0.40%

PLAN & PROFILE
PUD DEVELOPMENT
HIGH CLIFF GOLF COURSE
 VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN

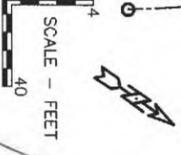
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 COMPUTER FILE: 1-1263-001.dwg

DRAWING NO.: C3.1

NO.	DATE	NO.	DATE	NO.	DATE
1	2-24-2020				

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PLAN & PROFILE

PUD DEVELOPMENT

HIGH CLIFF GOLF COURSE

VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN

DRAWN BY		CHECKED		APPROVED		FIELDWORK	
CRC		JJR		JWS			
** REFER TO COVER SHEET FOR REVISION DESCRIPTIONS **							
NO.	DATE	NO.	DATE	NO.	DATE	NO.	DATE
1	2-24-2020						

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SCALE	DATE
BAR SCALE	12/26/2019
COMPUTER FILE	
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DRAWING NO.	C3.2

EROSION CONTROL PLAN

GENERAL NOTES

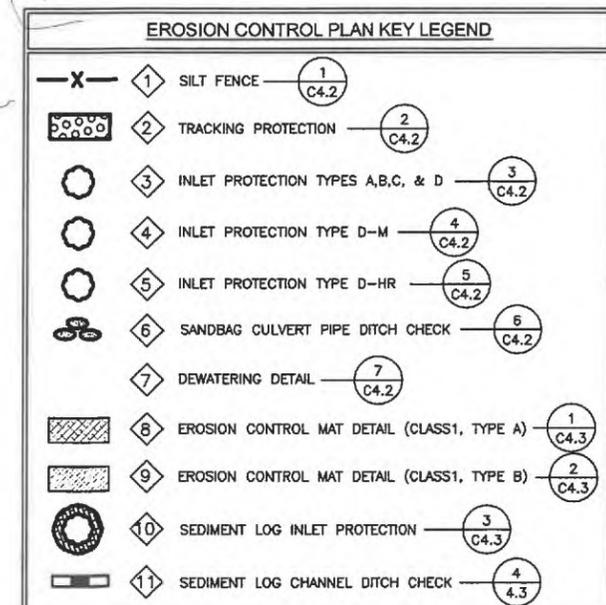
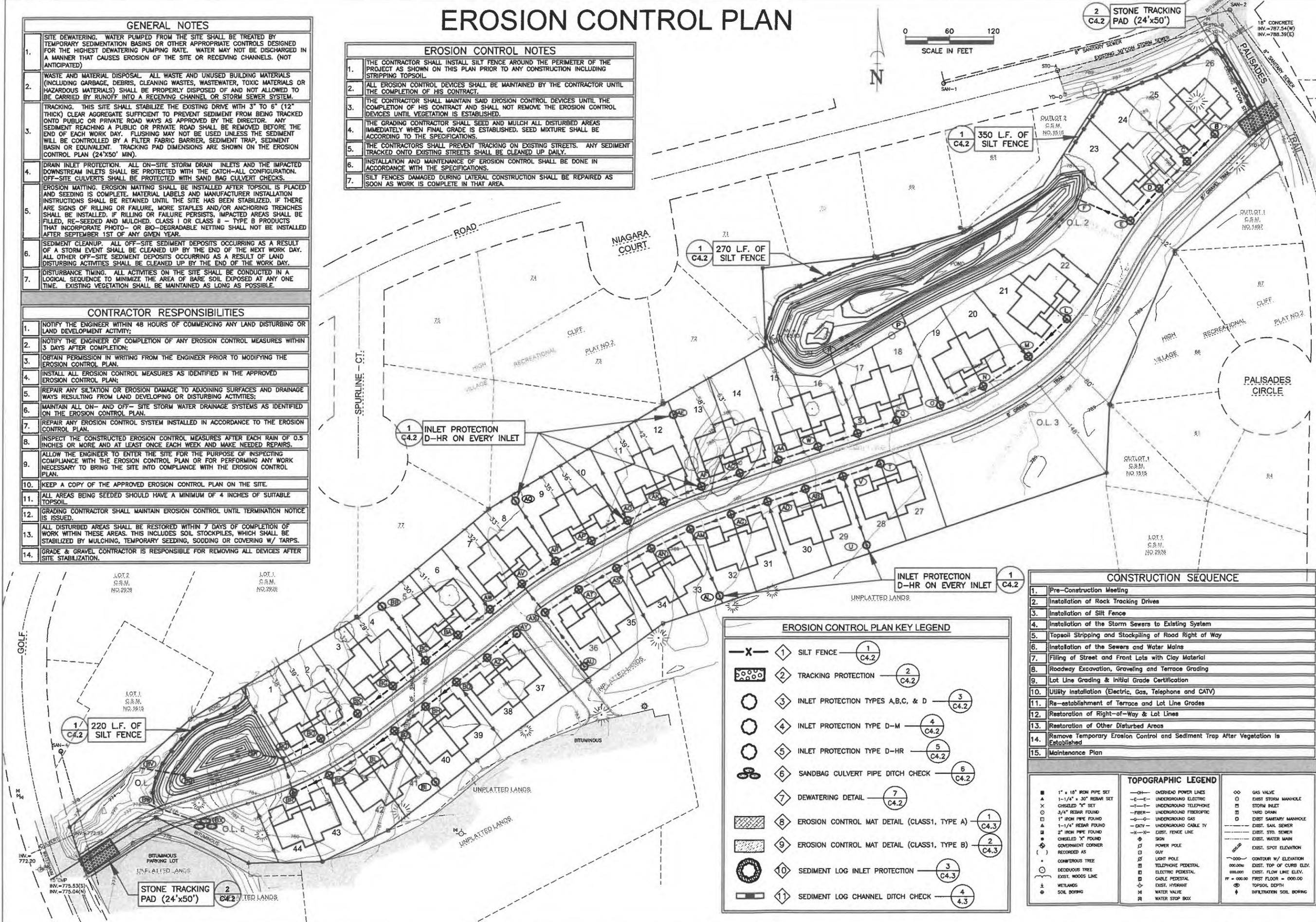
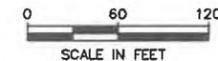
- SITE DEWATERING. WATER PUMPED FROM THE SITE SHALL BE TREATED BY TEMPORARY SEDIMENTATION BASINS OR OTHER APPROPRIATE CONTROLS DESIGNED FOR THE HIGHEST DEWATERING PUMPING RATE. WATER MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE OR RECEIVING CHANNELS. (NOT ANTICIPATED)
- WASTE AND MATERIAL DISPOSAL. ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, WASTEWATER, TOXIC MATERIALS OR HAZARDOUS MATERIALS) SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO BE CARRIED BY RUNOFF INTO A RECEIVING CHANNEL OR STORM SEWER SYSTEM.
- TRACKING. THIS SITE SHALL STABILIZE THE EXISTING DRIVE WITH 3" TO 6" (12" THICK) CLEAR AGGREGATE SUFFICIENT TO PREVENT SEDIMENT FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADWAYS AS APPROVED BY THE DIRECTOR. ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BEFORE THE END OF EACH WORK DAY. FLUSHING MAY NOT BE USED UNLESS THE SEDIMENT WILL BE CONTROLLED BY A FILTER FABRIC BARRIER, SEDIMENT TRAP, SEDIMENT BASIN OR EQUIVALENT. TRACKING PAD DIMENSIONS ARE SHOWN ON THE EROSION CONTROL PLAN (24'x50' MIN).
- DRAIN INLET PROTECTION. ALL ON-SITE STORM DRAIN INLETS AND THE IMPACTED DOWNSTREAM INLETS SHALL BE PROTECTED WITH THE CATCH-ALL CONFIGURATION. OFF-SITE CULVERTS SHALL BE PROTECTED WITH SAND BAG CULVERT CHECKS.
- EROSION MATTING. EROSION MATTING SHALL BE INSTALLED AFTER TOPSOIL IS PLACED AND SEEDING IS COMPLETE. MATERIAL LABELS AND MANUFACTURER INSTALLATION INSTRUCTIONS SHALL BE RETAINED UNTIL THE SITE HAS BEEN STABILIZED. IF THERE ARE SIGNS OF RILLING OR FAILURE, MORE STAPLES AND/OR ANCHORING TRENCHES SHALL BE INSTALLED. IF RILLING OR FAILURE PERSISTS, IMPACTED AREAS SHALL BE FILLED, RE-SEEDED AND MULCHED. CLASS 1 OR CLASS II - TYPE B PRODUCTS THAT INCORPORATE PHOTO- OR BIO-DEGRADABLE NETTING SHALL NOT BE INSTALLED AFTER SEPTEMBER 1ST OF ANY GIVEN YEAR.
- SEDIMENT CLEANUP. ALL OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF A STORM EVENT SHALL BE CLEANED UP BY THE END OF THE NEXT WORK DAY. ALL OTHER OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF LAND DISTURBING ACTIVITIES SHALL BE CLEANED UP BY THE END OF THE WORK DAY.
- DISTURBANCE TIMING. ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME. EXISTING VEGETATION SHALL BE MAINTAINED AS LONG AS POSSIBLE.

CONTRACTOR RESPONSIBILITIES

- NOTIFY THE ENGINEER WITHIN 48 HOURS OF COMMENCING ANY LAND DISTURBING OR LAND DEVELOPMENT ACTIVITY.
- NOTIFY THE ENGINEER OF COMPLETION OF ANY EROSION CONTROL MEASURES WITHIN 3 DAYS AFTER COMPLETION.
- OBTAIN PERMISSION IN WRITING FROM THE ENGINEER PRIOR TO MODIFYING THE EROSION CONTROL PLAN.
- INSTALL ALL EROSION CONTROL MEASURES AS IDENTIFIED IN THE APPROVED EROSION CONTROL PLAN.
- REPAIR ANY SILTATION OR EROSION DAMAGE TO ADJOINING SURFACES AND DRAINAGE WAYS RESULTING FROM LAND DEVELOPING OR DISTURBING ACTIVITIES.
- MAINTAIN ALL ON- AND OFF-SITE STORM WATER DRAINAGE SYSTEMS AS IDENTIFIED ON THE EROSION CONTROL PLAN.
- REPAIR ANY EROSION CONTROL SYSTEM INSTALLED IN ACCORDANCE TO THE EROSION CONTROL PLAN.
- INSPECT THE CONSTRUCTED EROSION CONTROL MEASURES AFTER EACH RAIN OF 0.5 INCHES OR MORE AND AT LEAST ONCE EACH WEEK AND MAKE NEEDED REPAIRS.
- ALLOW THE ENGINEER TO ENTER THE SITE FOR THE PURPOSE OF INSPECTING COMPLIANCE WITH THE EROSION CONTROL PLAN OR FOR PERFORMING ANY WORK NECESSARY TO BRING THE SITE INTO COMPLIANCE WITH THE EROSION CONTROL PLAN.
- KEEP A COPY OF THE APPROVED EROSION CONTROL PLAN ON THE SITE.
- ALL AREAS BEING SEEDED SHOULD HAVE A MINIMUM OF 4 INCHES OF SUITABLE TOPSOIL.
- GRADING CONTRACTOR SHALL MAINTAIN EROSION CONTROL UNTIL TERMINATION NOTICE IS ISSUED.
- ALL DISTURBED AREAS SHALL BE RESTORED WITHIN 7 DAYS OF COMPLETION OF WORK WITHIN THESE AREAS. THIS INCLUDES SOIL STOCKPILES, WHICH SHALL BE STABILIZED BY MULCHING, TEMPORARY SEEDING, SODDING OR COVERING W/ TARPS.
- GRADE & GRAVEL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEVICES AFTER SITE STABILIZATION.

EROSION CONTROL NOTES

- THE CONTRACTOR SHALL INSTALL SILT FENCE AROUND THE PERIMETER OF THE PROJECT AS SHOWN ON THIS PLAN PRIOR TO ANY CONSTRUCTION INCLUDING STRIPPING TOPSOIL.
- ALL EROSION CONTROL DEVICES SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL THE COMPLETION OF HIS CONTRACT.
- THE CONTRACTOR SHALL MAINTAIN SAID EROSION CONTROL DEVICES UNTIL THE COMPLETION OF HIS CONTRACT AND SHALL NOT REMOVE THE EROSION CONTROL DEVICES UNTIL VEGETATION IS ESTABLISHED.
- THE GRADING CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS IMMEDIATELY WHEN FINAL GRADE IS ESTABLISHED. SEED MIXTURE SHALL BE ACCORDING TO THE SPECIFICATIONS.
- THE CONTRACTORS SHALL PREVENT TRACKING ON EXISTING STREETS. ANY SEDIMENT TRACKED ONTO EXISTING STREETS SHALL BE CLEANED UP DAILY.
- INSTALLATION AND MAINTENANCE OF EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.
- SILT FENCES DAMAGED DURING LATERAL CONSTRUCTION SHALL BE REPAIRED AS SOON AS WORK IS COMPLETE IN THAT AREA.



CONSTRUCTION SEQUENCE

- Pre-Construction Meeting
- Installation of Rock Tracking Drives
- Installation of Silt Fence
- Installation of the Storm Sewers to Existing System
- Topsoil Stripping and Stockpiling of Road Right of Way
- Installation of the Sewers and Water Mains
- Filling of Street and Front Lots with Clay Material
- Roadway Excavation, Graveling and Terrace Grading
- Lot Line Grading & Initial Grade Certification
- Utility Installation (Electric, Gas, Telephone and CATV)
- Re-establishment of Terrace and Lot Line Grades
- Restoration of Right-of-Way & Lot Lines
- Restoration of Other Disturbed Areas
- Remove Temporary Erosion Control and Sediment Trap After Vegetation is Established
- Maintenance Plan

TOPOGRAPHIC LEGEND

[Symbol]	1" x 16" IRON PIPE SET	[Symbol]	OVERHEAD POWER LINES	[Symbol]	GAS VALVE
[Symbol]	1-1/4" x 30" REBAR SET	[Symbol]	UNDERGROUND ELECTRIC	[Symbol]	EXIST. STORM MANHOLE
[Symbol]	CHESSIED "X" SET	[Symbol]	UNDERGROUND TELEPHONE	[Symbol]	STORM INLET
[Symbol]	3/4" REBAR FOUND	[Symbol]	FIBER- UNDERGROUND FIBEROPTIC	[Symbol]	YARD DRAIN
[Symbol]	1" IRON PIPE FOUND	[Symbol]	CATV- UNDERGROUND CABLE TV	[Symbol]	EXIST. SANITARY MANHOLE
[Symbol]	1-1/4" REBAR FOUND	[Symbol]	EXIST. FENCE LINE	[Symbol]	EXIST. SAN. SEWER
[Symbol]	2" IRON PIPE FOUND	[Symbol]	SIGN	[Symbol]	EXIST. STD. SEWER
[Symbol]	CHESSIED "X" FOUND	[Symbol]	POWER POLE	[Symbol]	EXIST. WATER MAIN
[Symbol]	GOVERNMENT CORNER	[Symbol]	TELEPHONE PEDESTAL	[Symbol]	EXIST. SPOT ELEVATION
[Symbol]	RECORDED AS	[Symbol]	ELECTRIC PEDESTAL	[Symbol]	000.000
[Symbol]	CONIFEROUS TREE	[Symbol]	CABLE PEDESTAL	[Symbol]	EXIST. TOP OF CURB ELEV.
[Symbol]	DECIDUOUS TREE	[Symbol]	EXIST. HYDRANT	[Symbol]	000.000
[Symbol]	EXIST. WOODS LINE	[Symbol]	WATER VALVE	[Symbol]	EXIST. FLOW LINE ELEV.
[Symbol]	WETLANDS	[Symbol]	WATER STOP BOX	[Symbol]	FF = 000.00
[Symbol]	SOIL BORING	[Symbol]		[Symbol]	FIRST FLOOR = 000.00
		[Symbol]		[Symbol]	TOPSOIL DEPTH
		[Symbol]		[Symbol]	INFILTRATION SOIL BORING

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DRAWN BY	CRC	CHECKED	JUR	APPROVED	JWS	FIELDWORK

***REFER TO COVER SHEET FOR REVISION DESCRIPTIONS ***

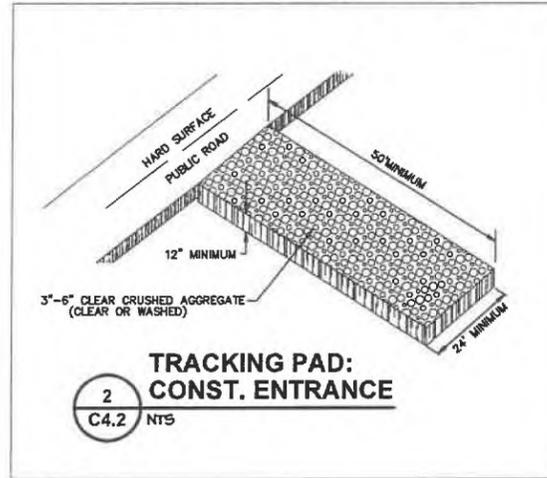
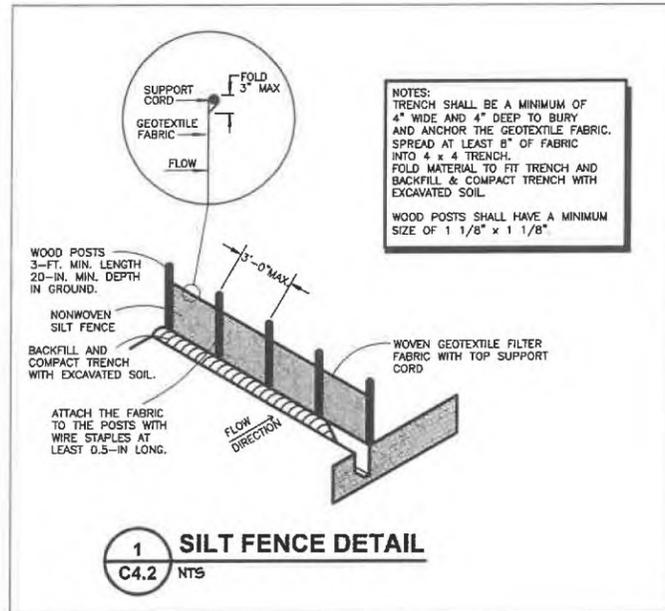
NO.	DATE	NO.	DATE
1	2-24-2020		

EROSION CONTROL PLAN
PUD DEVELOPMENT
HIGH CLIFF GOLF COURSE
 VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN

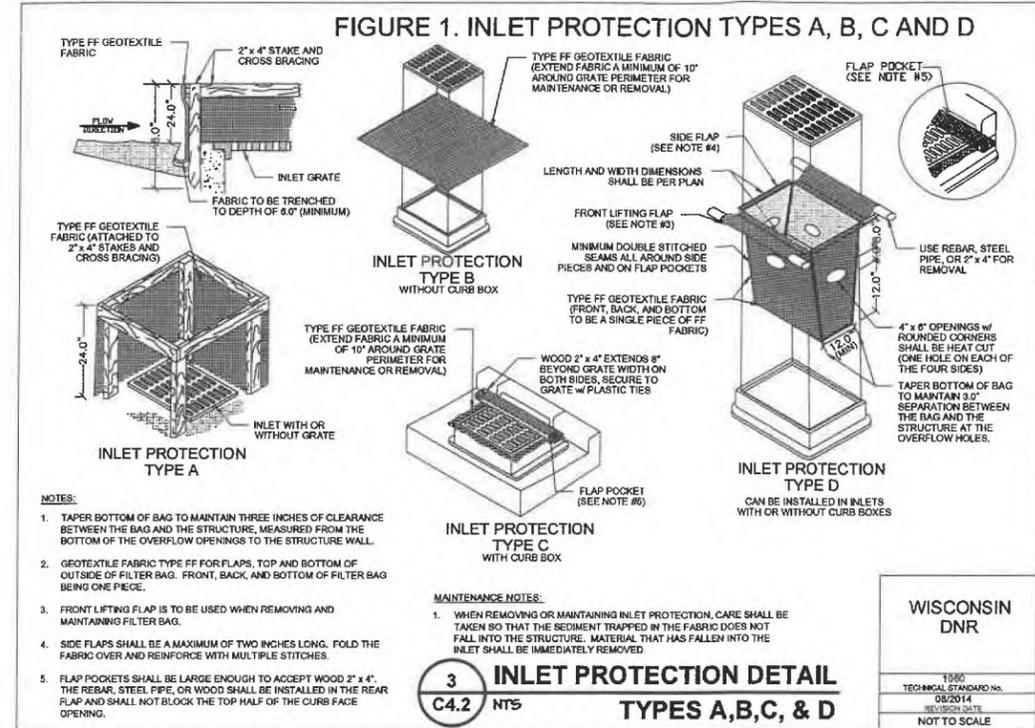
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BAR SCALE	12/26/2019
COMPUTER FILE	
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DRAWING NO.
C4.1

EROSION CONTROL DETAILS

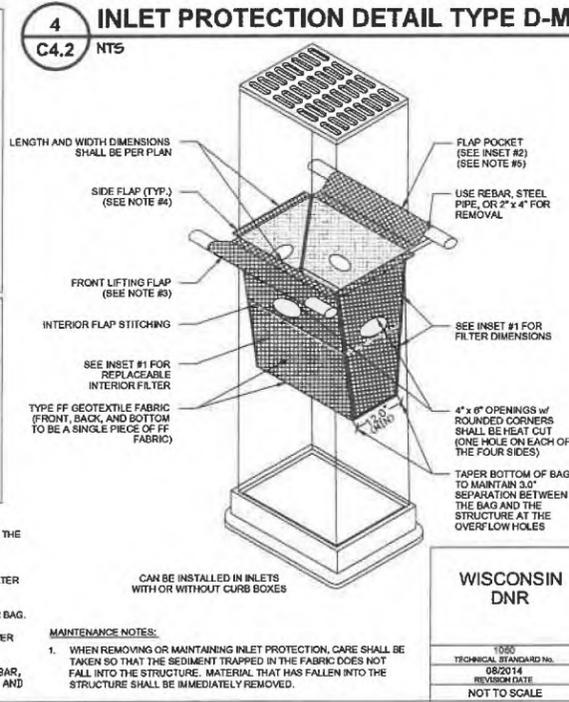
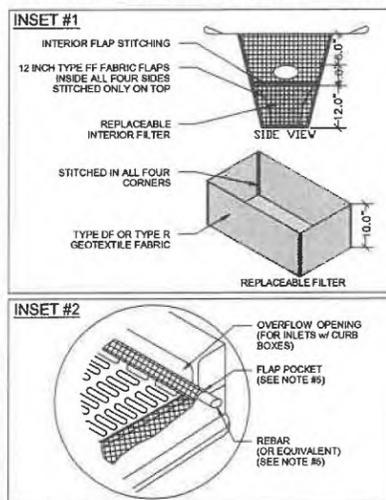


NOTE: DETAILS NOT UTILIZED ON PLANS ARE FOR INFORMATIONAL PURPOSES IN CASE OF UNANTICIPATED FIELD CONDITIONS.



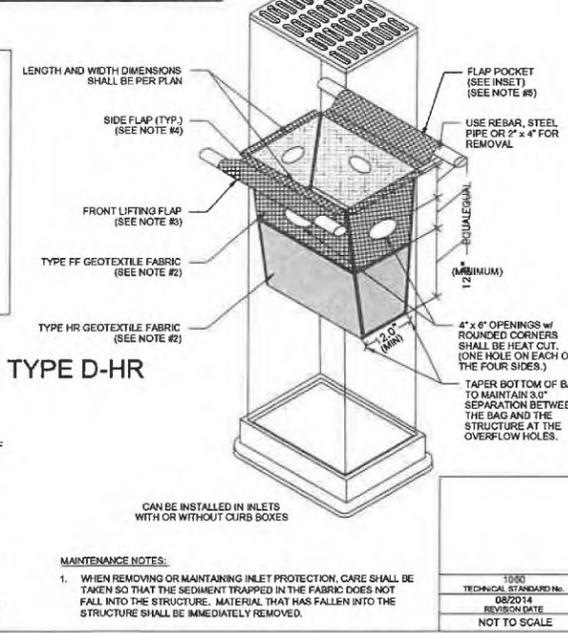
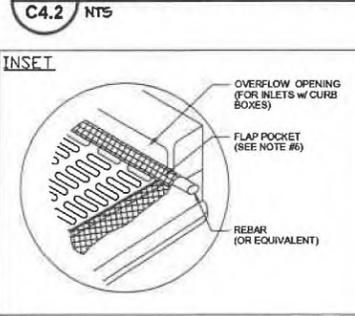
WISCONSIN DNR	
1000	TECHNICAL STANDARD No.
08/2014	REVISION DATE
NOT TO SCALE	

FIGURE 2. INLET PROTECTION TYPE D-M

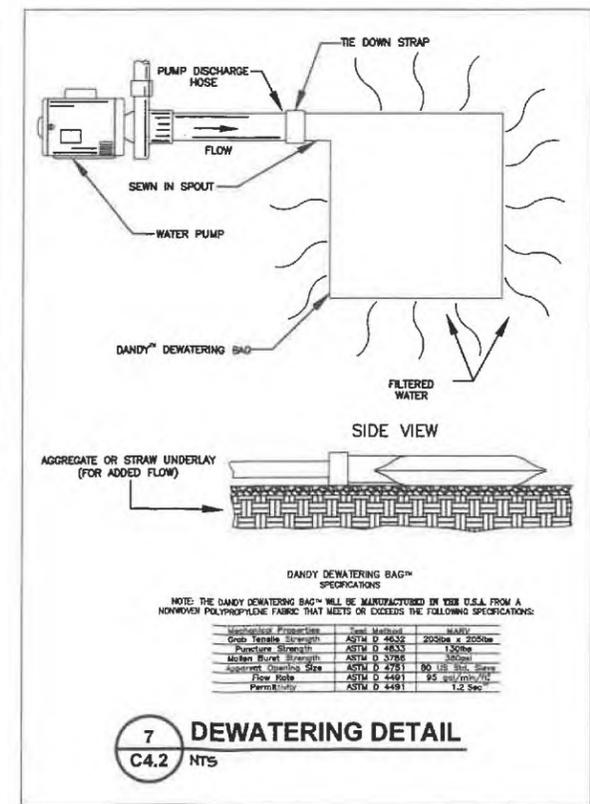
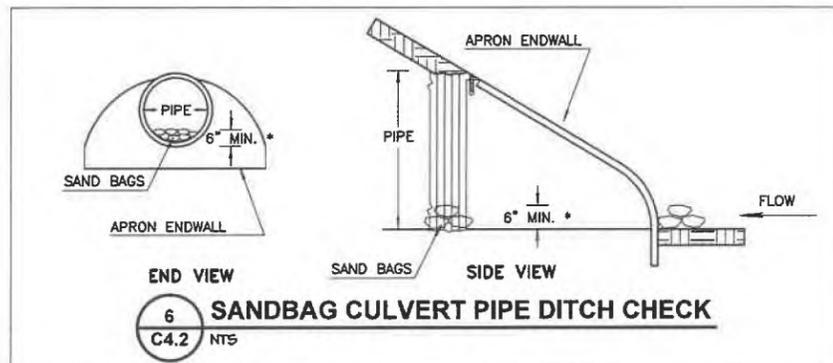


WISCONSIN DNR	
1000	TECHNICAL STANDARD No.
08/2014	REVISION DATE
NOT TO SCALE	

FIGURE 3. INLET PROTECTION TYPE D-HR



WISCONSIN DNR	
1000	TECHNICAL STANDARD No.
08/2014	REVISION DATE
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NO.	1	NO.	1	NO.	1	NO.
DATE	2-24-2020	DATE		DATE		DATE
REFER TO COVER SHEET FOR REVISION DESCRIPTIONS.						

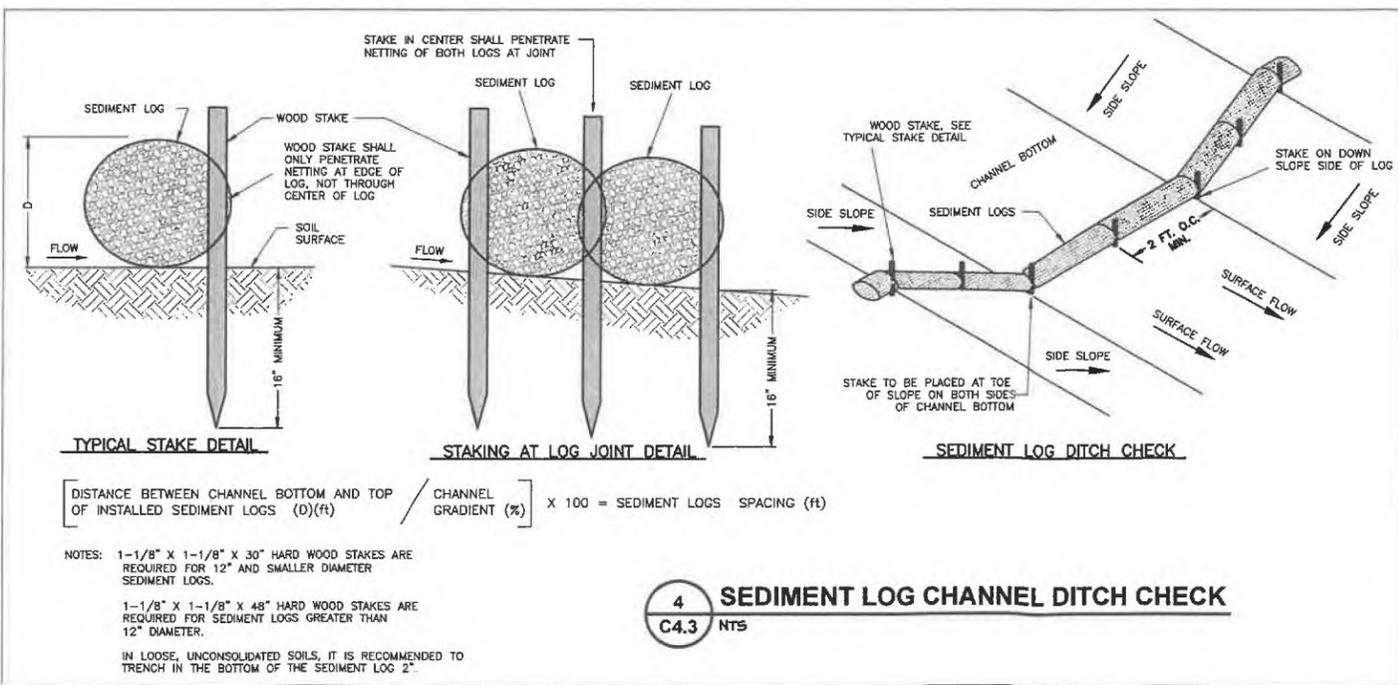
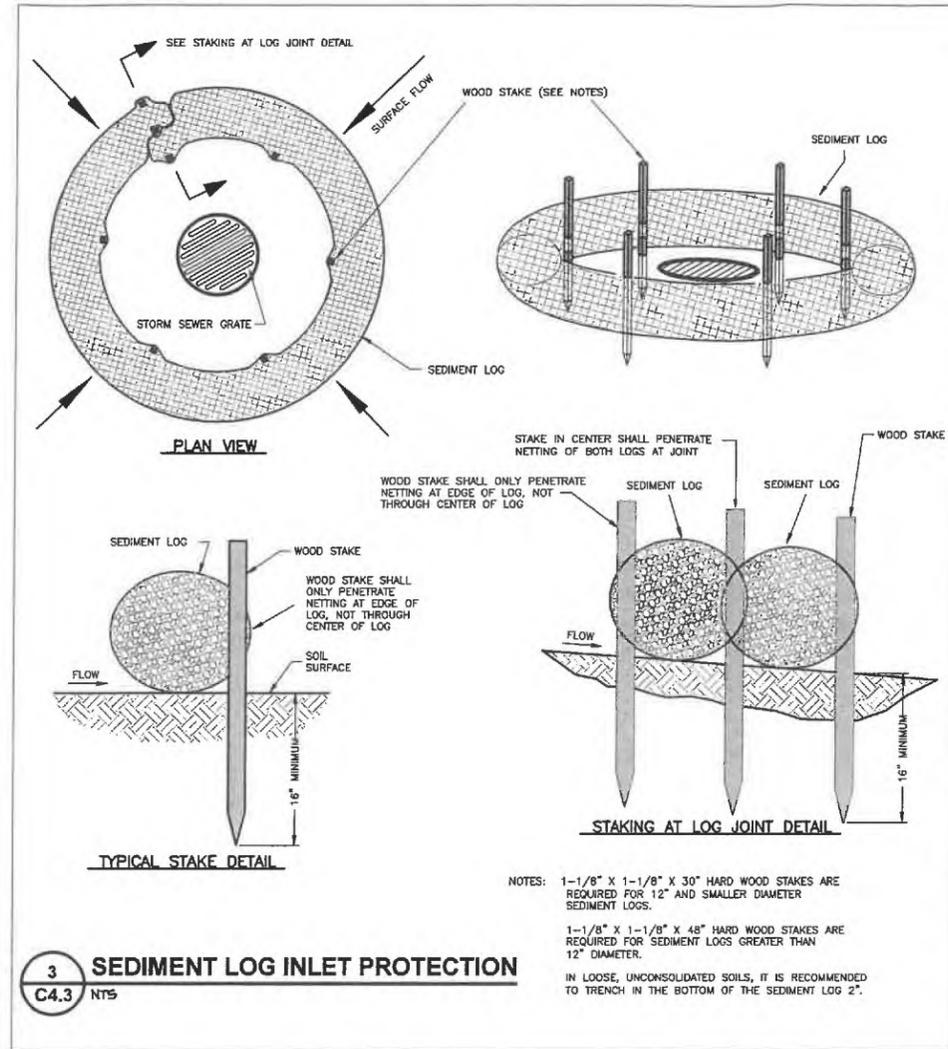
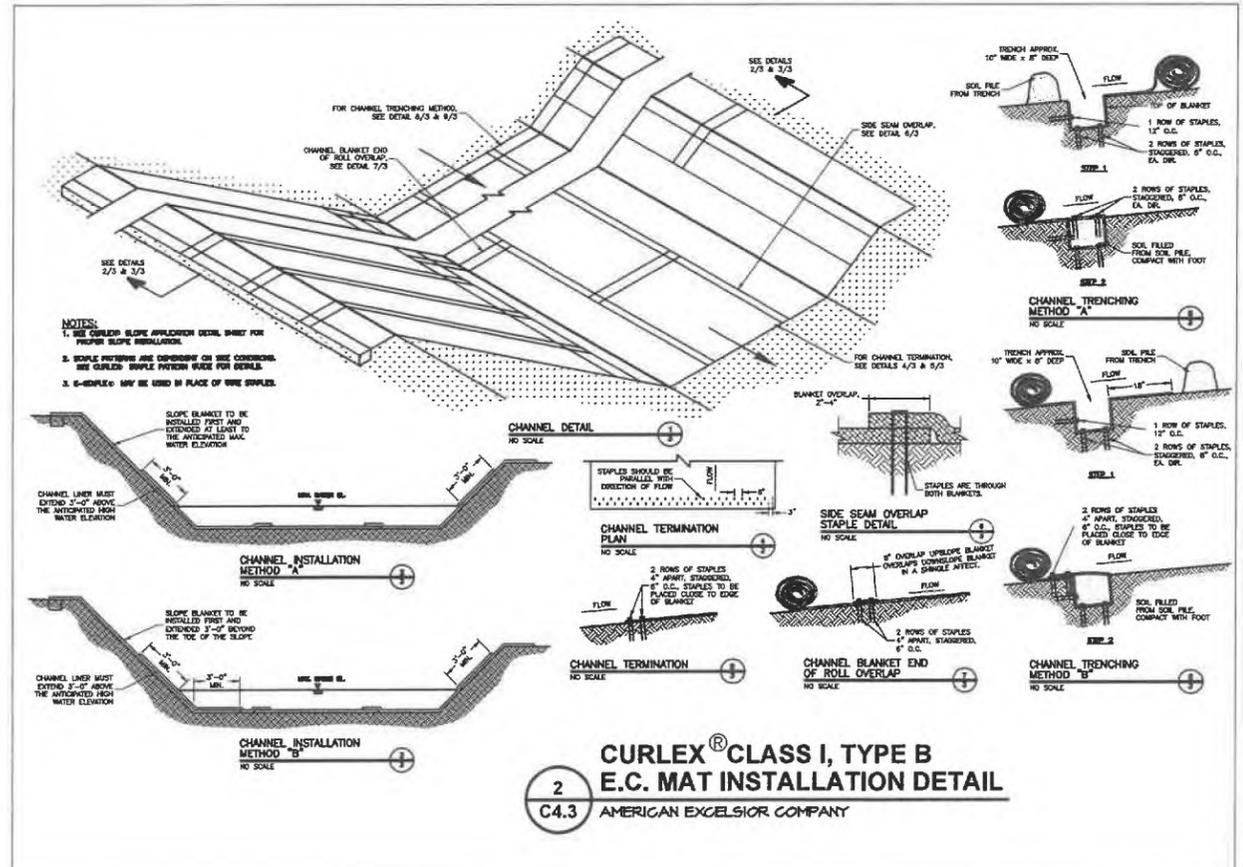
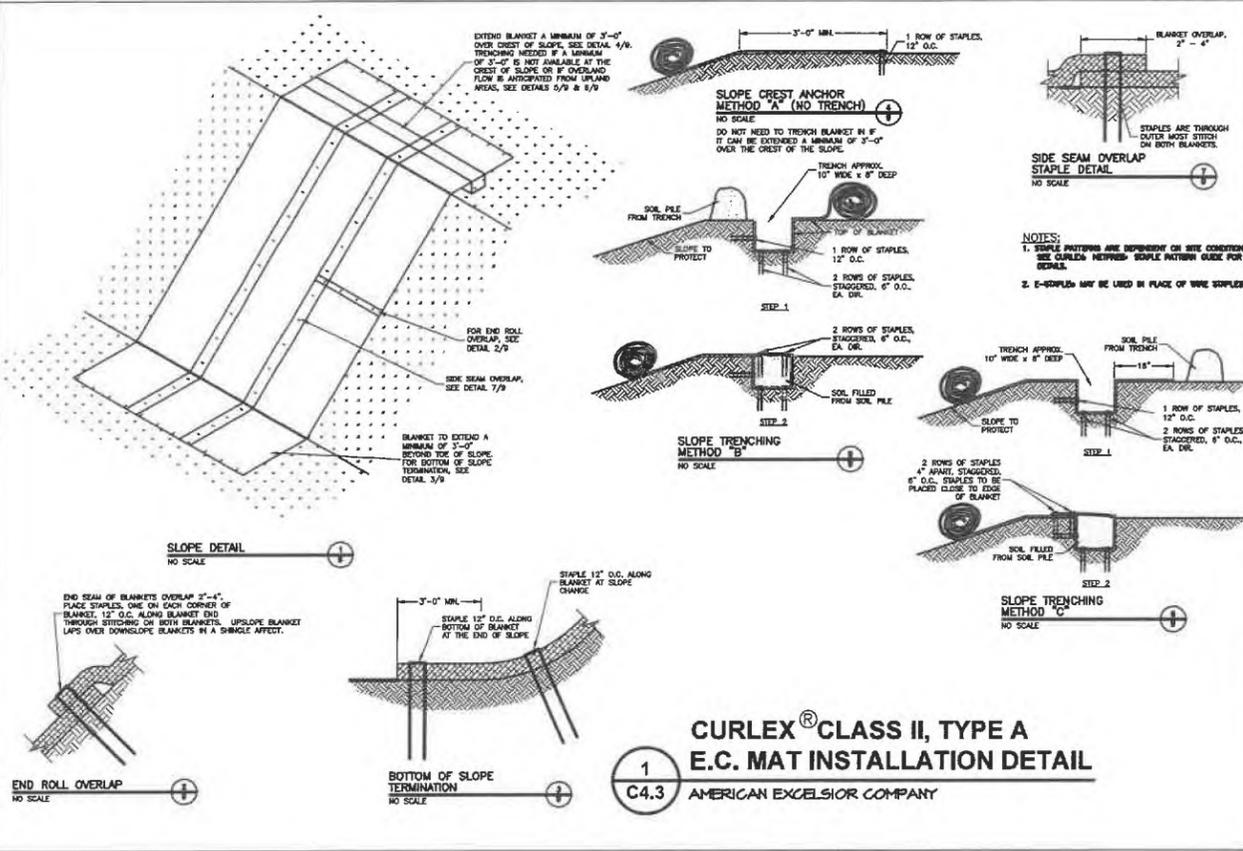
EROSION CONTROL DETAILS
PUD DEVELOPMENT
HIGH CLIFF GOLF COURSE
VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN

SCALE	DATE
BAR SCALE	12/26/2019
COMPUTER FILE	
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C4.2	

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EROSION CONTROL DETAILS



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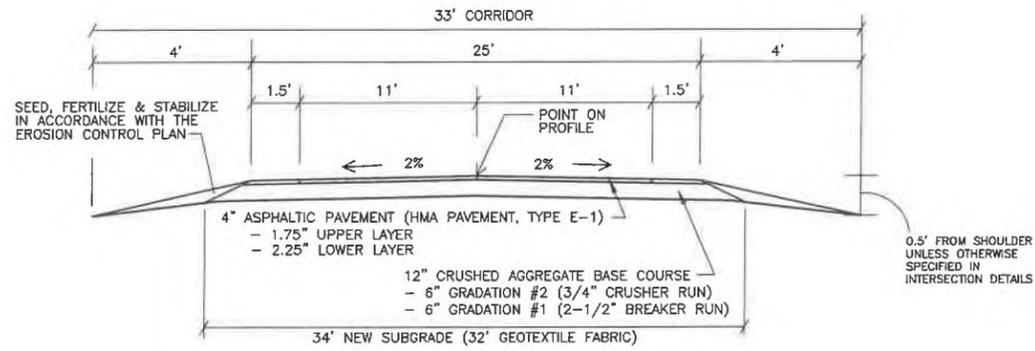
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			JWS	DATE
CRC	JUR		NO.	DATE
			NO.	DATE

EROSION CONTROL DETAILS
PUD DEVELOPMENT
HIGH CLIFF GOLF COURSE
VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN

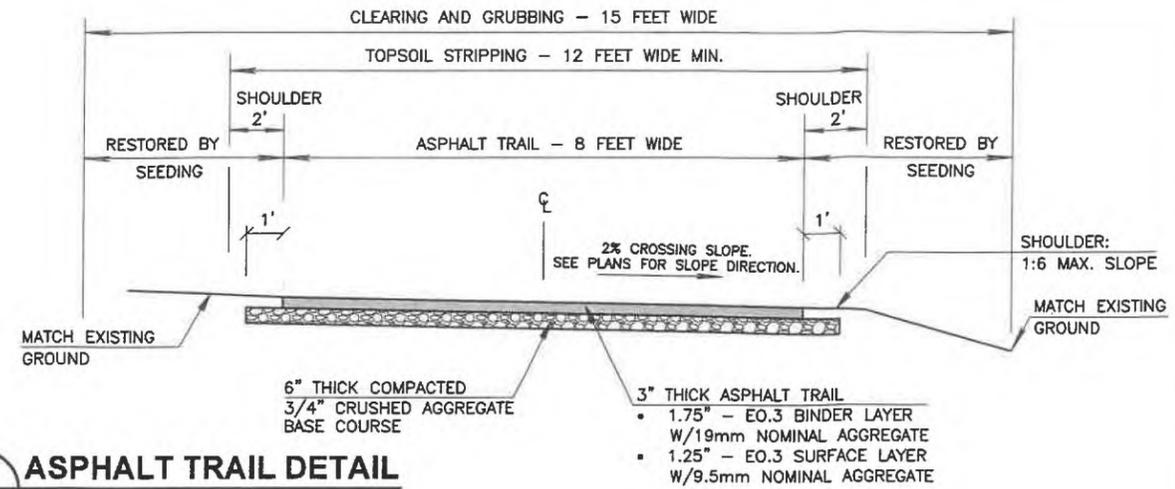
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C4.3

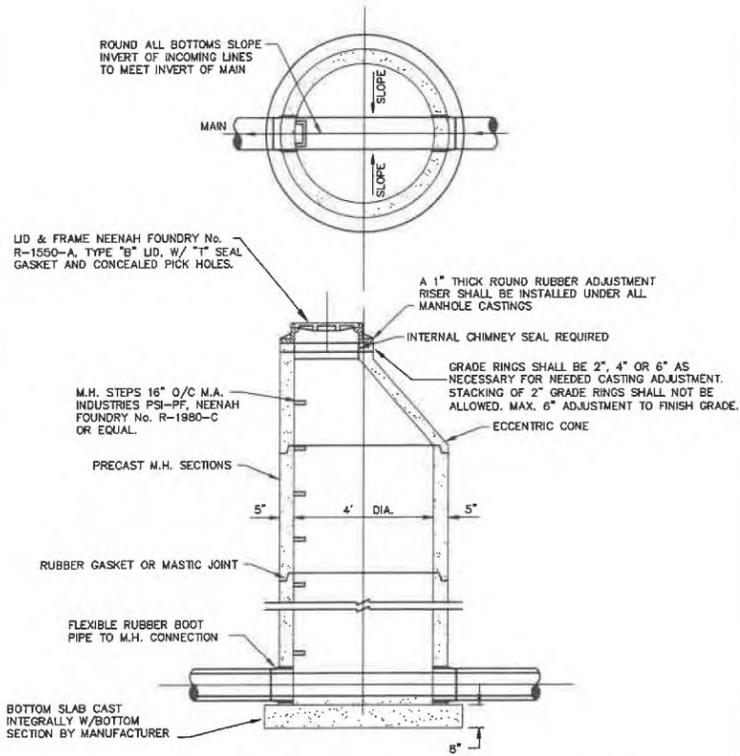
STANDARD DETAILS



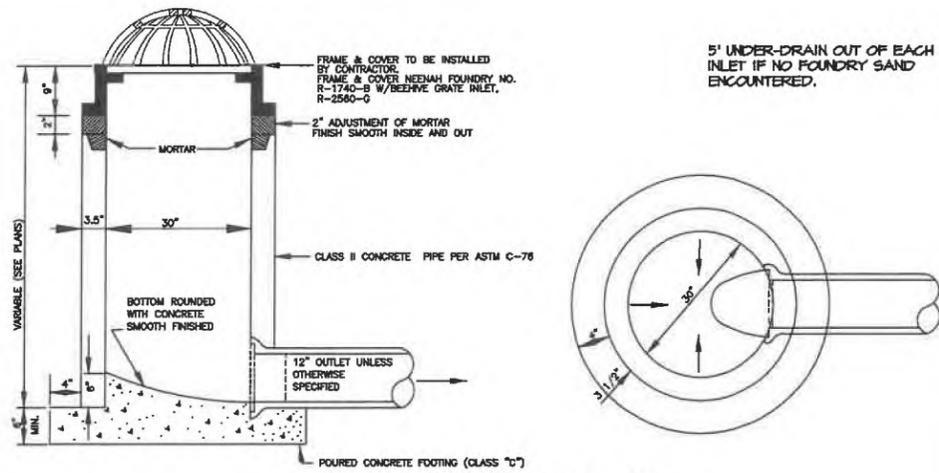
1 RURAL STREET TYPICAL SECTION
C5.1 NTS



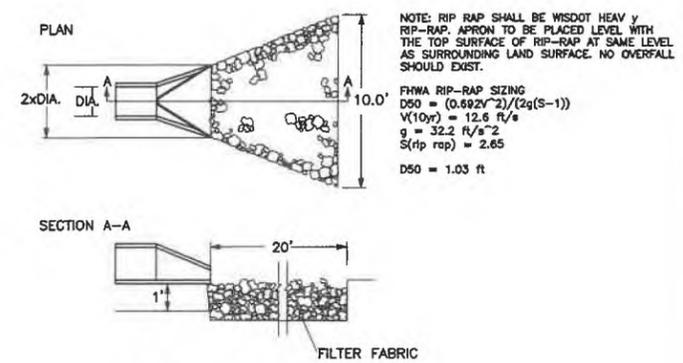
2 ASPHALT TRAIL DETAIL
C5.1 NTS



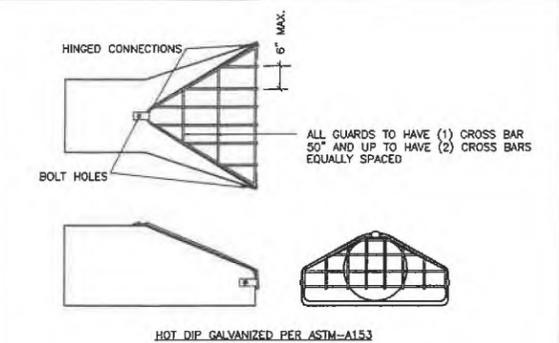
3 STANDARD PRECAST SANITARY M.H.
C5.1 NTS



4 YARD DRAIN DETAIL
C5.1 NTS



6 RIP-RAP DETAIL
C5.1 NTS



	STANDARD DESIGN				HEAVY DESIGN			
	PIPE SIZE	HOLE DIA. REQUIRED	BOLT DIA.	BAR SIZE	PIPE SIZE	HOLE DIA. REQUIRED	BOLT DIA.	BAR SIZE
ROUND	12"-24"	3/4"	5/8"	5/8"	12"-24"	3/4"	5/8"	3/4"
	27"-48"	7/8"	3/4"	3/4"	27"-48"	7/8"	3/4"	1"
	54"-90"	1-1/8"	1"	1"	54"-90"	1-1/8"	1"	1-1/4"
ARCH	22"-29"	3/4"	3/4"	5/8"	22"-29"	3/4"	3/4"	3/4"
	36"-59"	7/8"	5/8"	3/4"	36"-59"	7/8"	5/8"	1"
	65"-88"	1-1/8"	1"	1"	65"-88"	1-1/8"	1"	1-1/4"

BOLT LENGTH = PIPE WALL THICKNESS = 2-1/2"

5 SAFETY/TRASH GUARD FOR FLARED ENDS
C5.1 NTS

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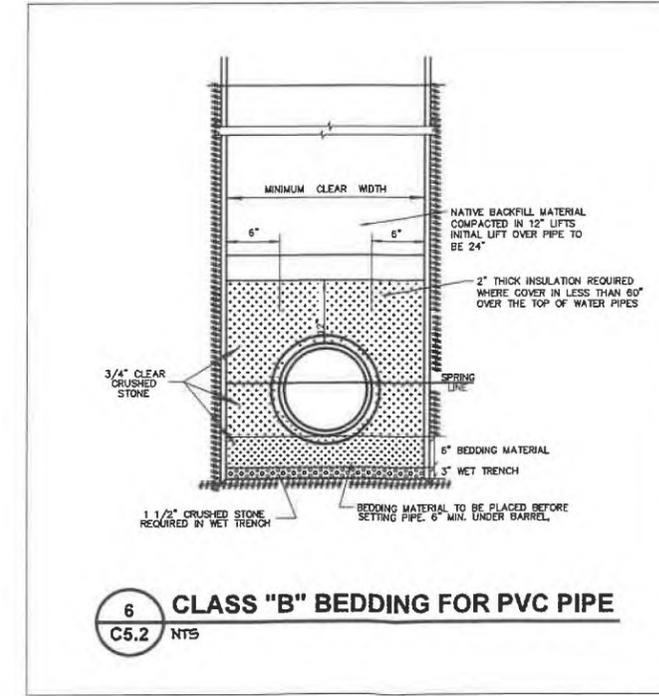
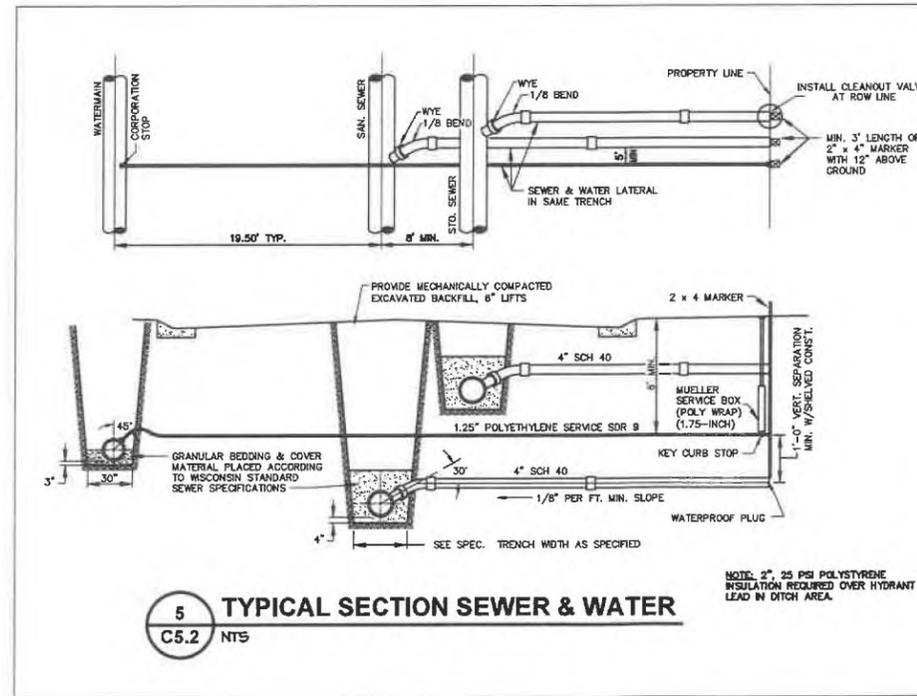
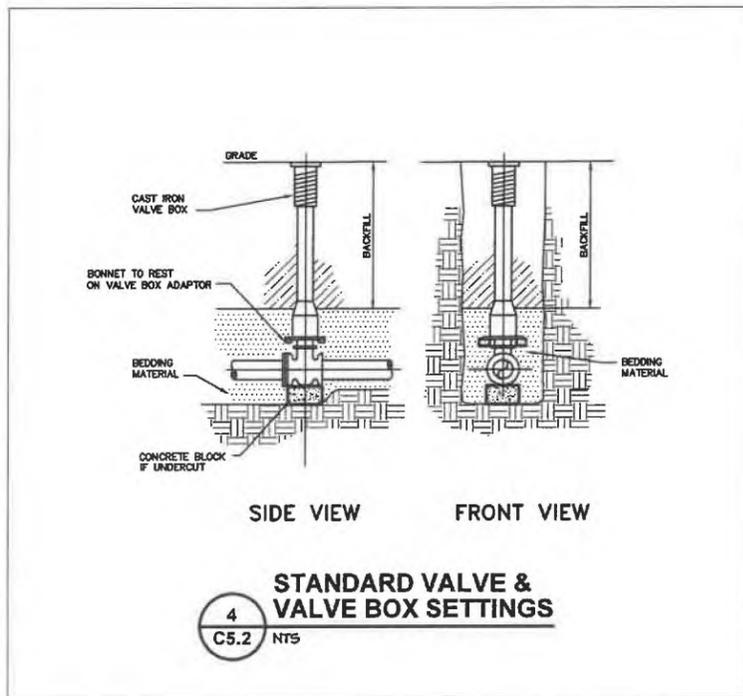
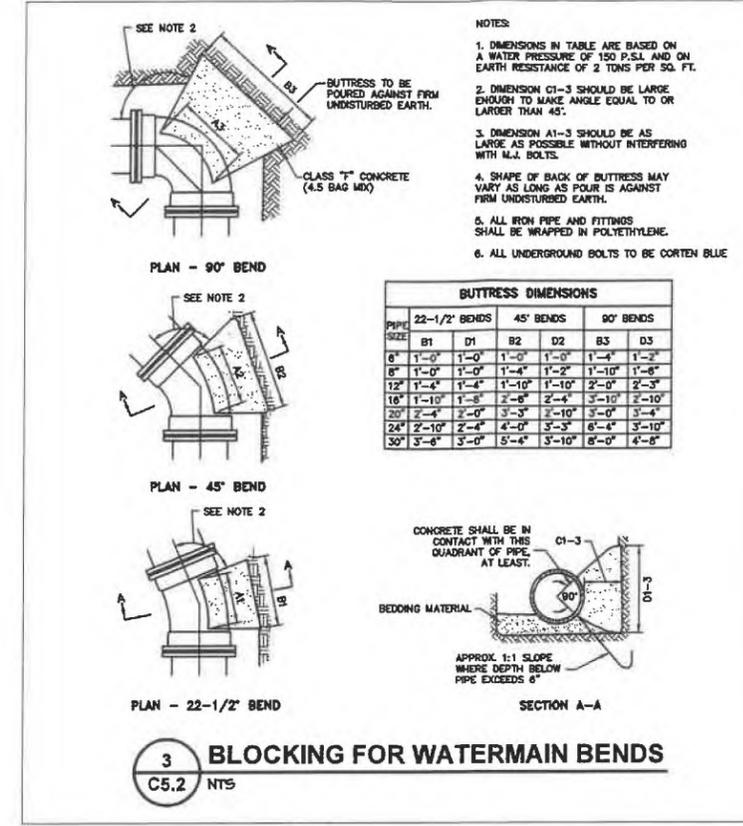
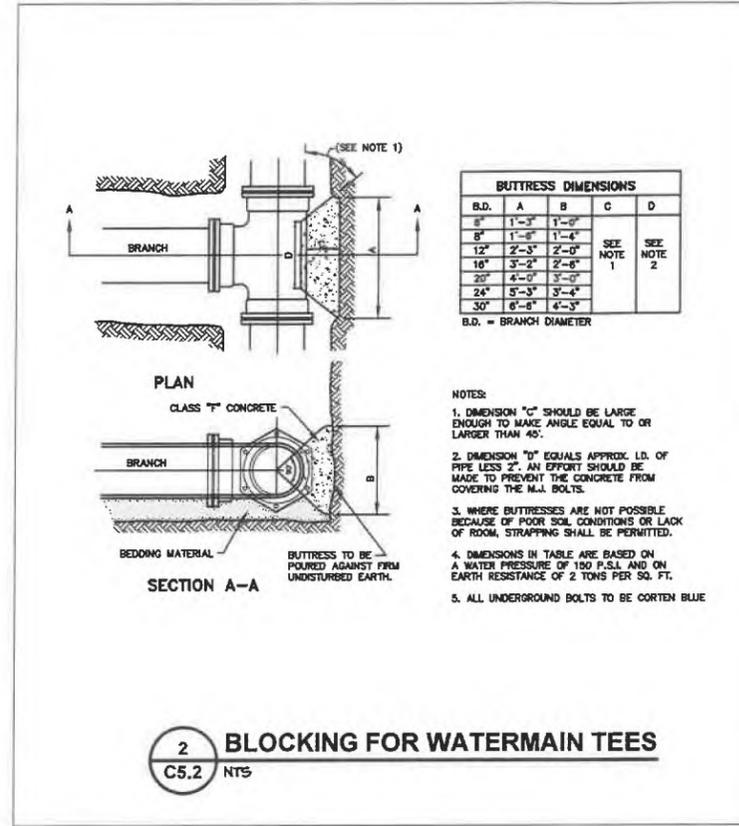
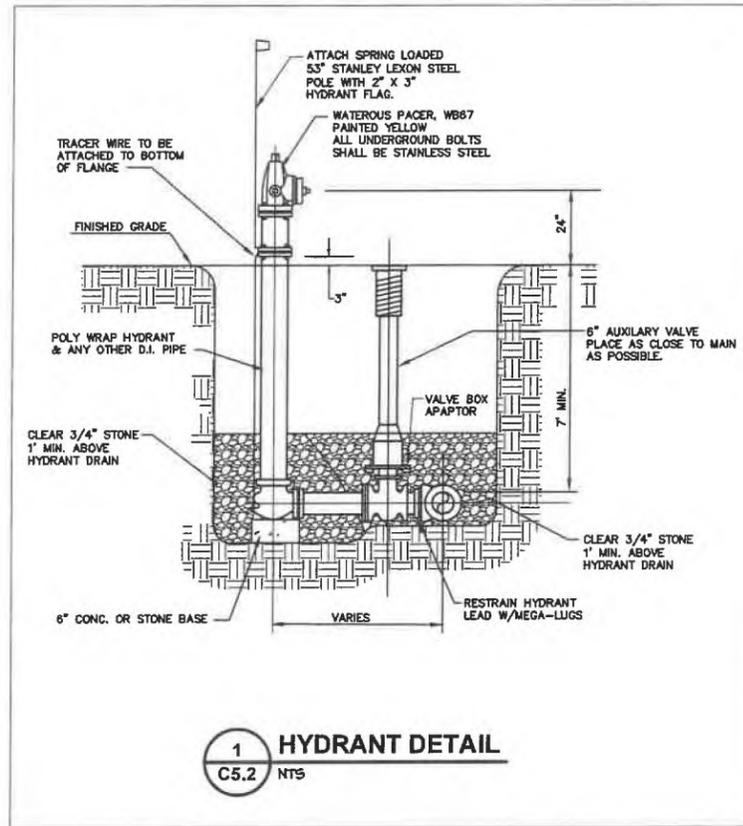
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			NO.	DATE
CRC	JWR	JWS	1	2-24-2020

STANDARD DETAILS
PUD DEVELOPMENT
HIGH CLIFF GOLF COURSE
VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN

SCALE: BAR SCALE
DATE: 12/26/2019
COMPUTER FILE: 1-1263-001de.dwg

DRAWING NO. C5.1

STANDARD DETAILS



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**REFER TO COVER SHEET FOR REVISION DESCRIPTIONS **						
NO.	1	DATE	2-24-2020	NO.		DATE

STANDARD DETAILS
PUD DEVELOPMENT
HIGH CLIFF GOLF COURSE
VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN

SCALE	DATE
BAR SCALE	12/26/2019
COMPUTER FILE	
1-1263-001da.dwg	

DRAWING NO.
C5.2

22 Buildings =
 44 Units
 "Concrete Team" (02-2020)
 PUD - DUPLEX DEVELOPMENT



DRAWING NO. 1-1223-001-001	PUD - DUPLEX DEVELOPMENT HIGH CLIFF GOLF COURSE VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN	DESIGNED BY MARTENSON & EISELE, INC. 08-09-2018	CHECKED BY DATE	APPROVED BY DATE	FIELDWORK DATE
** REFER TO COVER SHEET FOR REVISION DESCRIPTIONS **					

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Sherwood Plan Commission Meeting Report
Aug. 5, 2019

1) ACTION ITEMS

- 
- a. Concept Plan ("The Cottages at High Cliff"): Consider concept plan for development of Planned Unit District regarding a 36 unit 18-lot residential subdivision development on the 18th hole of High Cliff Golf Course.

- *Private Road*
- *Private snow and grass removal*
- *Private Refuse/Recycle removal*
- *55 and over development*
- *Relocating the 18th hole to the other side of the property to allow for a correction of the design.*
- *The units would be located where the existing 18th hole is.*

By 7 to 0 vote approval, Commission moved to recommend approval of the Concept Plan for the Cottages of High Cliff PUD contingent upon submittal of the proper land division documents as prescribed in the Sherwood Code of Ordinance and State Statutes, and with the property obtaining a zoning change for the affected portion of the current High Cliff Golf Course property.

2) INFORMATION ITEMS

- a. Zoning Code updates – *Commissioners Salo, Schmidt and Summers worked together on the updates.*

Respectfully submitted for review and approval by Jo Ann Lesser, Clerk/Treasurer.

The Cottages at High Cliff

Opening Comments:

In speaking with our customers, many of whom are baby boomers aged 55 and up, there is a strong desire to ease the day to day responsibilities of home ownership and enjoy their well-deserved and earned retirement years.

Downsizing from their larger homes and moving into smaller, more manageable square footage homes are very desirable, particularly when coupled with snow removal and lawn care. A community development that is both affordable and offers activities in a quiet setting are other factors important to this age group. Many would like to winter in warmer climates. They would like to sell their homes and move into a home that will be watched over while they winter elsewhere. They want to enjoy life during all seasons.

Our Business:

A little history about our business. The overall operation between the course and restaurant never ran as smoothly as it did when all entities were under one ownership. Issues arose when the restaurant/banquet hall and golf course were separated. In our 7 years of ownership, we too, experienced some of the same issues that other owners experienced. We are very good at the golf business and felt that when the restaurant became available, we could turn that into a new more profitable direction and eliminate some of the issues that occurred in the past. Last year, we made the decision to expand our business and purchase the restaurant. What we learned in the last two years is that record setting bad weather can have an adverse effect on a business that depends on normal weather. Devesting ourselves into other areas proved to be a wise move, however not enough to completely overcome the weather related problems. In speaking with golf personnel that have been in the business for more than 40 years, they have never witnessed a year like last year nor have they witnessed two years like this in a row. These last 18 months have been the worst golf producing revenue years in our 7 years of ownership. When you combine this the cost overruns to remodel the building, we are not in the best of shape and need to do something to set us on a new path for this community hub and tourist destination.

There are many aspects that contribute to the success of companies. Financially speaking, reducing debt ranks high on that list. For us, this is crucial to the long-term viability of our business. This will allow us to be less dependent on golf business.

We are here to introduce a planned development that will meet the desires of the group I mentioned in my opening paragraph and greatly assist the viability of our business.

When you combine the thoughts above, with the fact this planned development is located on a seven time “Best of The Valley” golf course, we believe the success of this project is very high.

The Plan:

Our existing 18th hole is a nice finishing hole but does have several design flaws.

- **Drainage**
While vastly improved, poor drainage still causes issues, particularly during the wet season.
- **Views**
Currently its location isn't conducive to viewing from the Club House.

Proposed Solutions

- Our plan is to move the 18th hole to the other side of the existing condos, in the area that previously held our foot golf course and was originally hole number 1 or 10 depending on the year.
 - This will allow us to design a desirable signature hole; adding two ponds, a sand traps and a large green with risk/reward options will offer golfers of all levels an entertaining finish.
 - Another benefit in redirecting this hole is the parking lot for the existing condos will be out of play. Over the years we have received complaints from residents of the condos whose vehicles have been damaged by errant golf shots. In relocating the hole to the opposite side of that building, shortening the hole so the use of a longer club isn't necessary, this becomes a virtual non-issue.

- Additionally, the houses on this new hole are much further away from the fairway offering safety to those home on the new hole.
- Just as joining the Club House and golf course under one ownership umbrella again created continuity in member experience, this is another step in our continuing effort to return to our community roots.
- The view of this finishing hole from the Pro Shop, Pub, Patio and Ballrooms will be spectacular and ecstatically pleasing to say the least. More importantly, the revenue will allow us to continue to be a destination and hub in the community we all share.

Revised
 (02-2020)

22 duplex structures (44 units)

- From this point we will construct ~~28 duplexes~~ each on lot sizes of approximately 140 feet wide by 110 feet deep on our existing hole number 18. Our company will act as the General Contractor for the units. We are in negotiations with the General to work out terms.
 - We will offer four different exterior designs buyers can choose from. We believe given the desire for property like this the units will sell fast. The initial interest has been exceptionally high. The outside shell will have a Door County Cottage feel and appearance to them.
 - These open concept units will range from 1,450 to 1,640 square feet with each having 2 bedrooms and 2 baths and will have zero clearance entrances.
 - They will be single story units with basements with the option for one or two egress windows. Each unit will have an oversized two car attached garage with the outside stall being deeper than the inside.
 - The garage will be located toward the outside of the units with a small garage door located toward the rear for golf cart entrance.
 - A home owner will select a design from one of those offered as well as the lot they desire.
 - We will require that all lots be built on within 24 months from the date of sale.
 - The Cottages at High Cliff Association will be restricted to at least one member of the household age 55 and over.
 - The residents will own their homes as well as one half of the duplex lot and be responsible for any property taxes.

- As a condition of purchase, residents will be required to belong to our Association.
- Because of the way our development is structured, our Association Agreement will be a hybrid of your normal agreement.

In Conclusion:

The results are in. Not only were we voted “Best of the Valley” for the 7th time in a row in the Golf Course category, but in 2019 we were also “Best of the Valley” in the Banquet or Reception Location category. In addition to that, our Caterer was also voted “Best of the Valley”. That’s never happened before and shows that the secret is out, it’s obvious that we are doing something right.

When doing a project of this size an important consideration is how it will affect our daily operation, specifically, will it make us better? The answer is a resounding yes. The course play will not be affected as we will build the new fairway in our meadow. This new fairway will be a beautiful, outstanding addition to the course and will be a signature finishing hole. It will include ponds, fountains and a large finishing green visible from the Club House as well as an awesome look at golfers finishing their round and again is crucial to the success of our business.

We’ve always strived to showcase the beauty of Sherwood with every project and decision we’ve made. Different ownership could have made different decisions with this beautiful property. Our development will be owned by a quiet, 55 and over group, single story with no more than 7x12 pitch roof and will be exquisitely maintained.

To date, we have stuck every single penny of profit back into the course, making it what it is today. You only have to look back to what the course was like before we purchased it to see the difference. It was a run down, tired golf course that was in poor condition at best, a brown bowling alley, referred to by some. A new owner could run the course down just as the prior owner did.

This project is our strategy to keep our business viable for the long term while maintaining relationships in this community. When you consider where interest rates are today and our healthy economy, the timing of this project is perfect. The

lasting effects of what this plan offers our community are extremely beneficial. Having a business with very little debt and income streams from four directions simply adds to the to our success and the long-range vitality of the High Cliff Public Golf Course and our community. It's positive plans like this and the effort we put into our entire operation, that make us the "Best of the Valley".

Welcome to:

The Cottages at High Cliff, LLC

A Division of Drive Fore Success, LLC

Coming Early 2020!!!

We are excited to invite you to join our age 55 and over private unit development.

We have 23, two-unit duplexes available, located on Seven Time "Best of the Valley" High Cliff Public Golf Course in beautiful Sherwood, Wisconsin.

The following are all included with your purchase:

One half of a duplex on your own lot that varies in size.

Each half duplex is a single story, zero clearance entrance home with an oversized attached two car garage located to the outside of the home. The outside of the garages second stall will be slightly deeper than the inside stall to accommodate a six-foot garage door for golf cart entrance.

We offer three square footage options: 1,440, 1,550 or 1,660.

We anticipate the average total purchase price, including your lot will range from \$248,00 to \$289,000.

All three open concept units will have two bedrooms and two baths, a first-floor laundry room, a fireplace with a sliding glass door off the living or dining room, out to a poured patio. Your full basement will have the option of a one egress window.

Your duplex will be constructed by our experienced construction corporation. Your required \$40,000 down payment will be held in escrow by Nicolet Bank. When your plans are complete, construction will begin as with a typical financed, (if required) home construction. Financing is available with Nicolet Bank. You will be responsible for your own homeowners' insurance (including builders risk while under construction) and building maintenance. We will handle the rest.

We will have 5 exteriors designs to choose from and you can use ours or design your own interiors.

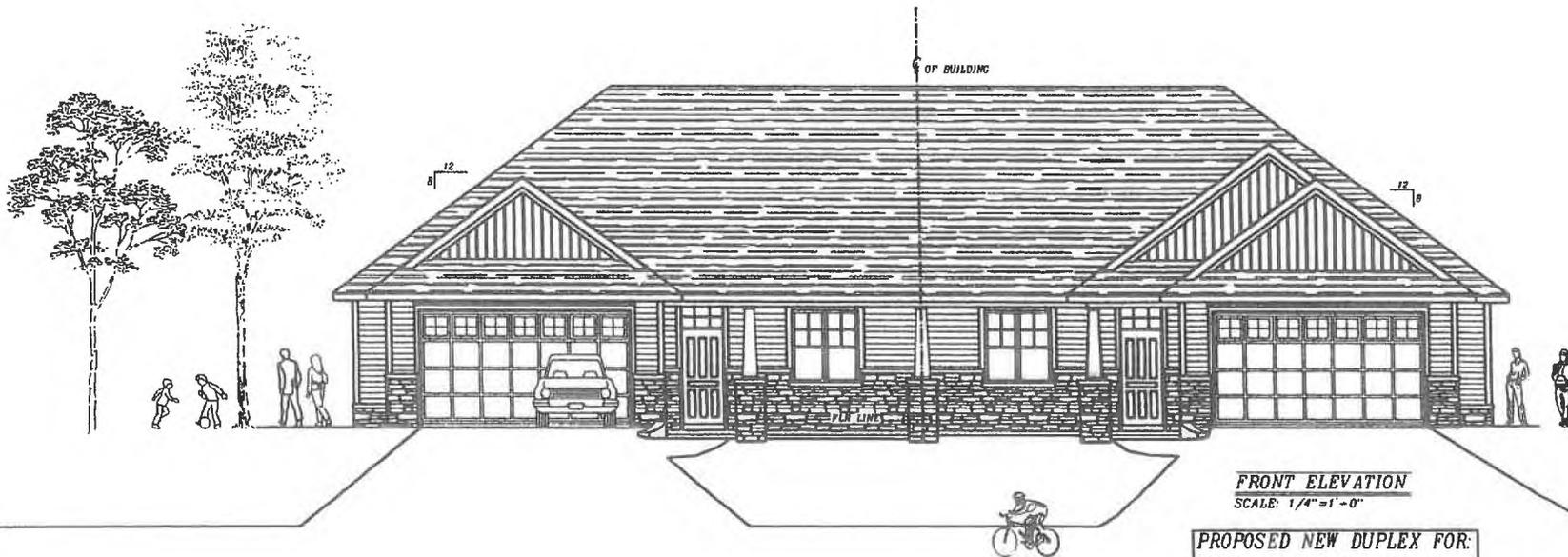
A condition of sale requires buyers to join our Homeowners Association and abide by the rules and regulations of the Homeowners Association Agreement. The Association fees are estimated to be \$255/month. Lawn care, snow removable up to the front door, trash and recyclable removal, and a Single or Senior Couples golf membership without cart is included. (For those that own their carts, a normal annual Trail fee is required).

For more information on our exciting development, please contact Dan at 920-989-1045 or by email Dan@highcliffgolfandeventcenter.com

Elevations



LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"



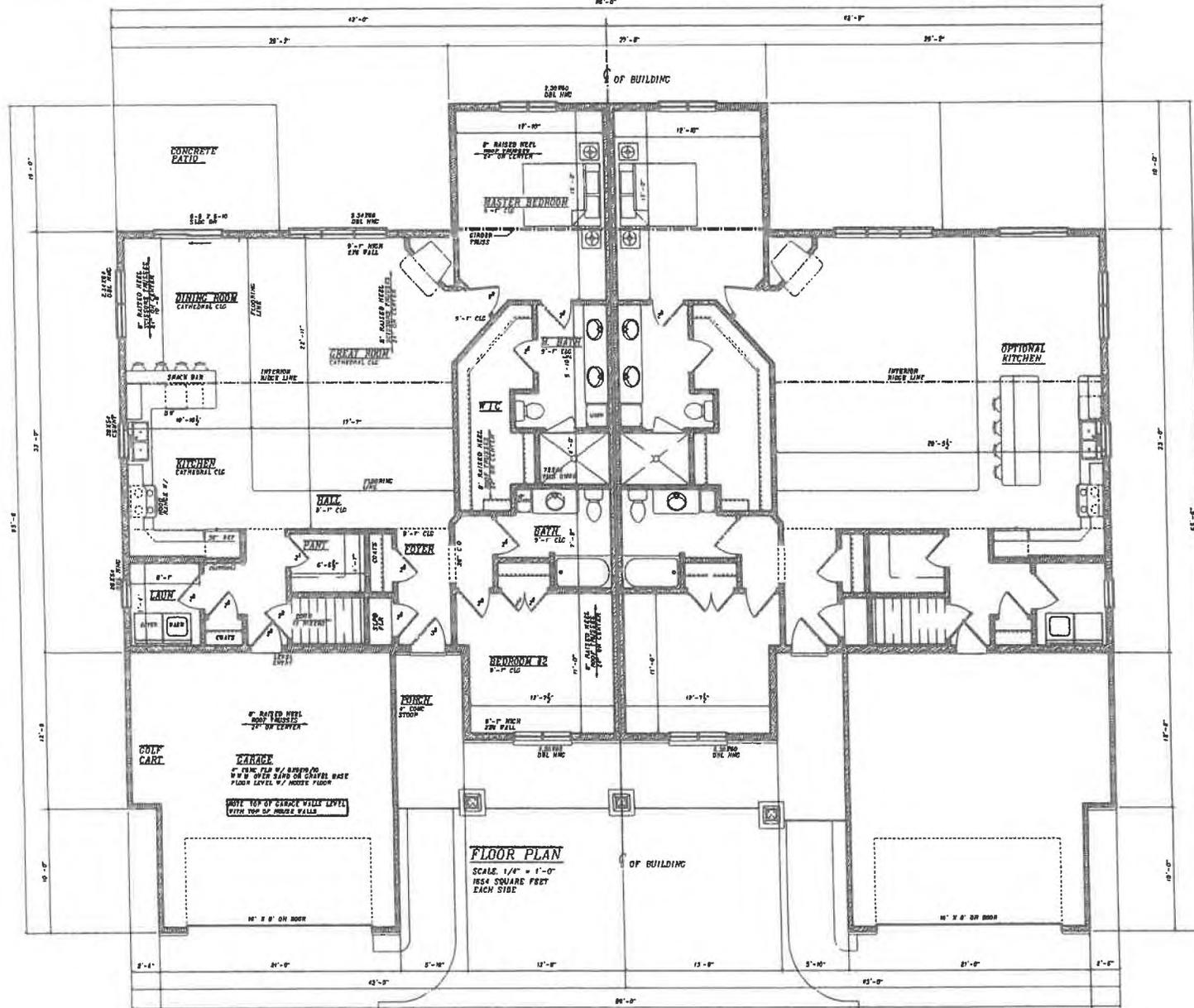
FRONT ELEVATION
SCALE: 1/4"=1'-0"

**PROPOSED NEW DUPLEX FOR:
HIGH CLIFF COLF COURSE**

PROPOSED NEW DUPLEX FOR HIGH CLIFF COLF COURSE 12000 WISCONSIN	JEFF HIBBARD DESIGN SERVICES 1004 OLDE OSWEGO STREET APPLETON, WI 54915 PHONE: (920) 731-7365
SHEET # 1	DATE: 08/14/07



Floor Plans



FLOOR PLAN
SCALE: 1/4" = 1'-0"
1854 SQUARE FEET
EACH SIDE

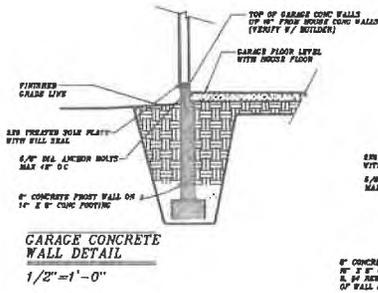
PROPOSED NEW DUPLEX FOR:
HIGH CLIFF COLF COURSE

NOTE: PRELIMINARY PLAN
(NOT FOR CONSTRUCTION)

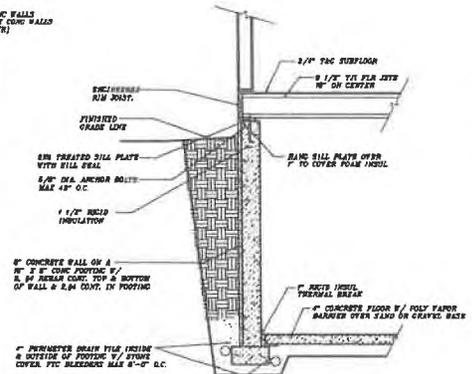
PROPOSED NEW DUPLEX FOR
HIGH CLIFF COLF COURSE
SHEET 2 OF 2 DATE: 10/11/00

JEFF HIBBARD DESIGN SERVICES
1004 OLDE ONEIDA STREET
APPLETON, WI 54915
PHONE: (920) 731-7365

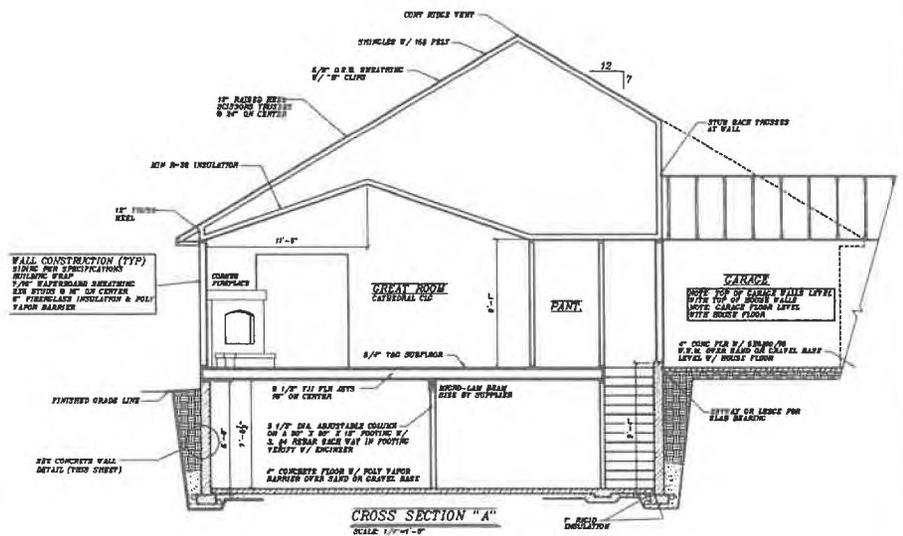




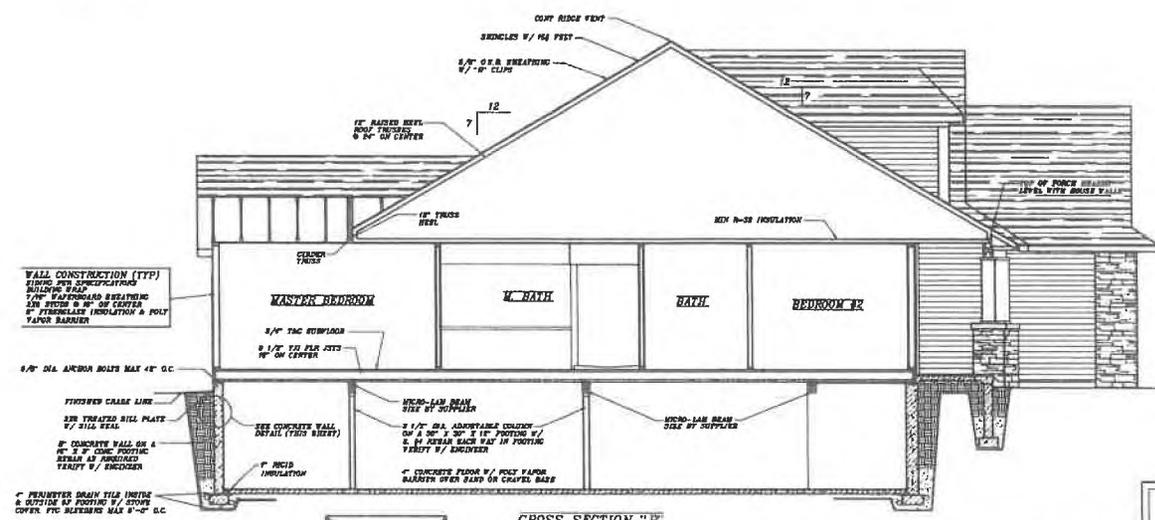
GARAGE CONCRETE WALL DETAIL
1/2"=1'-0"



HOUSE CONCRETE WALL DETAIL
1/2"=1'-0"



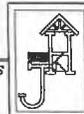
CROSS SECTION "A"
SCALE 1/4"=1'-0"



COTTAGES AT HIGH CLIFF
1/4"=1'-0"

(BASE PLAN)

PROPOSED CONDOMINIUMS FOR: JEFF HIBBARD DESIGN SERVICES
HIGH CLIFF GOLF COURSE 1004 OLDS ONIDA STREET
APPLETON WI 54915
SHELDON WISCONSIN DATE 1/8/80 PHONE: (920) 731-7365





*THE COTTAGES AT
HIGH CLIFF, LLC*

HOMEOWNER'S MANUAL

THE COTTAGES AT HIGH Cliff, LLC

A Division of Drive Fore Success, LLC

FREQUENTLY ASKED QUESTIONS:

Since many of the residents of the Cottages may be living in this type development for the first time, we have put together, as part of this manual, a section of frequently asked questions to help residents understand how you can fully enjoy the convenient and carefree lifestyle of your new home.

First, and most important, read this entire document. The responses to the frequently asked questions are broad, for detailed answers, please see the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COTTAGES AT HIGH CLIFF. These legal documents establish and define the rules and regulations for owners, residents and guests. A copy of this document will be included at your closing.

What are the responsibilities of the Association?

The Association is responsible to maintain the beauty and integrity of the Cottages at High Cliff. Additionally, the Association will maintenance of all common areas, cut your grass, trim your trees, collect landscape debris, blow your snow up to the front door, arrange for pick up of garbage and recycling, and provide an annual senior couple or single golf membership at High Cliff Golf Public Course, Inc. The Association will maintain a fund, \$60,000 after 5 years, for items such as road repair, pond dredging when necessary, etc. The Association will also establish a Board with a subcommittee and hold regular meeting and collect the monthly dues. It is also the responsibility of the Association to control and enforce the policies herein.

Who Control the Association?

The Association Board will be made up of 5 members, two board members shall be elected by the residents and three members shall be elected by Drive Fore Success, LLC, our parent company. Within the Board an Architectural Committee will govern issues the Board deems suitable for the committee.

Are the Board meetings public?

This is up to and Board of Directors to decide based on the needs of the development. An annual meeting will be open to all residents.

When does the Board become active?

As soon as 50% of the 44 lots have been sold.

What are the services that the Association Provides?

- a. Install you grass and cut your grass.
- b. Plant trees, trim and replace diseased trees.
- c. Collect landscape debris on designated days.
- d. Clear snow from the street.
- e. Blow snow to your front door. If there are residents that are still employed, efforts will be made to clear their property first, after the road has been cleared.
- f. Arrange for pickup of garbage and recycling.
- g. Provide an annual senior couple or senior single golf membership at High Cliff Golf Public Course, Inc.
- h. Maintain and keep beautified all common areas.
- i. Maintain asphalt street and under the road utilities.
- j. Preserve a limited amount of reserve, \$60,000 for future repairs and replacements, etc.
- k. Professional management of the Association.

Who determines the amount of the monthly Association Fee?

The Association will determine the fees each year. The maximum amount the fee can be increased in any one year is three (3) %.

Will the monthly Association fees be raised every year?

Certainly not. However, as cost of living fees do increase, the fee may be raised from time to time, but it is not written in stone that fees will go up each year.

Could I ever be assessed as an owner?

Yes. However, this is limited action that may be taken by the Village or Municipality. For example, if the Village ruled that homeowners will be assessed because of a large construction project, such as a new school. Items such as road repair or replacement are handled by the Association.

What am I allowed to change on the outside of my unit?

The short answer is nothing. However, unlike Condominium association, you own your own home. The landscape is your responsibility. Plans should be submitted to the Architectural Committee for approval. You are welcome to plant approved flowers, shrubs and trees if you so choose, in fact we encourage it. If you chose to install a cement edging around your landscape, please submit a plan to the Board and they will endeavor to have an answer within thirty (30) days. If siding or roofing ever needed to be replaced, colors must be selected from the pallet of colors created by the committee, in order to maintain the beauty and integrity of the development.

Who do I contact with questions for the Association Board?

As soon as the Board has been established, names and contact information will be supplied to each resident/owner. Before the Board has been established, you can contact Dan at the Golf Course with any questions you may have. That number is 920-989-1045.

May I store my boat, RV or Commercial vehicle in the driveway outside of my residence?

No, all items such as these must be stored in your garage or outside the development. If you are having guests with a vehicle or motorhome, please contact the Association and make them aware of the stay. Motorhomes are limited to 3 days in your driveway. Again, the desire here is to maintain the beauty and integrity for all residents of the development. Always notify the Board in advance, preferably 30 days.

May I Keep my trash containers on my patio or porch or on the side of my home?

No. All Trash and recycling containers must be kept in your garage when not in use.

May I keep a grill or bicycle in the driveway or outside my residence?

These items should be kept in your garage. A grill can be kept on a back patio, however when not in use, it must be covered with a cover designed for the grill. The grill cover must be untattered and in presentable shape.

May I place a swing set or other structure in the lawn area behind my house?

The short answer is no. No outside structures are allowed.

What about lawn ornaments such as ceramic animals, birdbaths, mulched area edging, etc.?

Any items such as these need to be approved by the Association Board. To request approval, simply submit a picture of the item and the Board will answer within 30 days.

How do I pay my monthly fees?

Your fees are due the first day of each month. They can either be dropped off at the Pro Shop or mailed to the course, W5095 Golf Course Road, Sherwood WI, 54169. Checks should be made payable to: The Cottages at High Cliff, LLC.

What is included with my Golf Membership?

Golf only. We hope that you will enjoy our multi year “Best of the Valley” golf course. Your membership is unlimited, seven days a week for either a single or couple. (There is not a discount if only one resident plays golf). Tee times are required for each time you play. We strongly encourage you to make tee times online at Highcliffgolf.com. Driving range practice is not included in your membership but may be purchased either by daily buckets or a season range pass. The practice green is always available. Golf carts are not included. If you own a cart, and want to use it on the course, you will have to pay the normal annual Trail Fee. If you bring a golfing guest and they ride with you, they must pay a ride along fee at the Pro Shop, pre round in addition to the cost to their green fee. If this occurs with frequency, you might consider an annual ride along fee. Only golfers are allowed on the Course, joy rides are not allowed. You may take a ride along guest who doesn’t play, but for insurance reasons, they must have a set of clubs. A ride along fee will be charged. These rules aren’t any

different than any of your normal rules of play. Bringing beverages other than water or coffee on the course is strictly prohibited by State Law.

Can I take my cart on the street?

You can safely take your cart on the street in the development to the golf course and 3 Putt Pub. At the time of this writing, the Village has not yet approved travel on their public streets (only to cross from golf hole to golf hole).

Can we take a walk on the course?

No, only golfers are allowed on the Course. Pets are prohibited from the course, unless they are always kept in your golf cart. For obvious reasons, a dog barking is not allowed on the course. The Village of Sherwood has done a wonderful job of building and maintaining walking paths which are pet friendly. During the off season, walking is allowed. Cross country skiing and snowshoeing is allowed as conditions permit. Please do not encroach any of our golf course greens.

How can I enjoy the common area with my pet?

Pets must be kept on a leash at all times in the common area. Owners are required to clean up after their pets. The cooperation of all pet owners is required. Consult the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COTTAGES AT HIGH CLIFF regarding the type number and size of pets allowed.

May I decorate the exterior of my residence during holiday seasons?

Yes, safe tasteful decorations are encouraged. Decorations should be removed no later than two weeks after the holiday.

What should I do if I observe damage to common areas?

Please report any damage to the Board as soon as it is discovered.

Okay, I like everything I see. After I decide on my lot, what happens next?

You are required to pay for the lot upfront, the price of all lots is \$40,000 each. To ensure the integrity of the project this payment will be made to Nicolet Bank and held in escrow until the construction has begun. After that, you will work with the Designer and General Contractor to determine your finished design. Once this is complete and a start date is established you will secure the cost of the house (Construction Loan if necessary) and construction will begin. These funds will be paid to First American Title Insurance Company, formerly Evans Title and distributed accordingly. You will also be required to take out a homeowner's insurance policy at the start of construction. Additionally, as part of your homeowner's insurance policy, you will be required to add Builders Risk coverage and Theft of Building Materials coverage in the amount of \$15,000. This coverage is very reasonable can be cancelled upon completion.

Can I use my own construction company for the construction of my home?

No. We have a very strong commitment to quality. All homes will be built by our quality construction crews. These crews have been selected based on the experience and the quality of their craftsmanship. Upon request, we can refer you to homes that have been constructed by our contractor. You will find that these are very well built with timeless design and quality.

What options do I have for my home? Can I customize it?

The homes price is based on the quality level of materials. Items such as granite countertops would be an upgrade. You have many options for your home, and it can be customized within reason. You will work with the Designer and our General Contractor to create a home you desire. Changes will come with a price that will be agreed upon between you and the General Contractor.

How long do I have between purchasing my lot and building my home?

Home construction must begin, or at least scheduled, within two years from the purchase of the lot.

Final Thoughts:

Congratulations! It is our sincere hope you will be part of The Cottages at High Cliff for many years to come. We look forward to a long and enjoyable relationship with you.

All of our rules are designed to maintain the beauty and integrity of your neighborhood. Without them, the value of your home could be adversely affected. It is our goal to keep this neighborhood one of the shining stars in Sherwood, creating and ensuring a desirable place to live for decades to come.

AS STATED EARLIER, PLEASE READ “THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COTTAGES AT HIGH CLIFF” FOR FULL DETAILS. AT CLOSING YOU WILL BE REQUIRED TO SIGN AN ACKNOWLEDGEMENT THAT YOU HAVE READ AND UNDERSTAND THE AGREEMENT.

Thanks Again.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE COTTAGES AT HIGH CLIFF

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COTTAGES AT HIGH CLIFF (the "Declaration") is made by THE COTTAGES AT HIGH CLIFF LLC ("Declarant") and is effective as of the date of the recording hereof in the Office of the Calumet County Register of Deeds, and as jointed by THE COTTAGES AT HIGH CLIFF ASSOCIATION, Inc. (the "Association"), a Wisconsin nonprofit corporation.

RECITALS

WHEREAS, the Declarant is the developer of certain real estate in the Village of Sherwood, Calumet Count, Wisconsin as more fully described in the attached Exhibit A; and

WHEREAS, the Declarant proposes to develop a planned residential community for individuals 55 years of age and older on the Real Property to be known as "The Cottages At High Cliff" intended to contain not more than forty-four (44) residential homes; and

WHEREAS, the Declarant desires to file this Declaration in the Office of the Calumet County Register of Deeds so as to impose upon the Real Property a uniform scheme of covenants and restrictions, assessments, obligations, charges and liens for the purpose of insuring the protection and value of the homes to be constructed in the Community; and

WHEREAS, Declarant has deemed it advisable to create an association to which shall be delegated and assigned the power and authority to administer and enforce the covenants and restrictions governing the Community; and to collect and disburse all assessments and charges deemed necessary for such administration and enforcement.

NOW, THEREFORE, the Declarant declares that the Real Property is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, charges, assessments and obligations hereinafter set forth in this Declaration.

ARTICLE 1

DEFINITIONS

Unless the context clearly requires otherwise, the following terms used in this Declaration are defined as follows.

1.1 "Age-Qualified Person" means any Occupant who is 55 years of age or older and the spouse of such Occupant regardless of the age of the spouse.

1.2 "Architectural Committee" means the Architectural Committee or Committees established by the Board pursuant to Article 7 of this Declaration.

1.3 "Architectural Rules" means the rules, guidelines, standards and procedures which may be adopted by the Architectural Committee pursuant to Section 7.3 of this Declaration, as such rules may be amended from time to time.

1.4 "Articles" means the Articles of Incorporation of the Association, which have been filed in the Office of the Corporation Commission of the State of Wisconsin, as such Articles may be amended from time to time, or any successor thereto.

1.5 "Assessments" means the charges levied and assessed pursuant to Article 5 of this Declaration.

1.6 "Association" means the The Cottages at High Cliff Association, Inc., a Wisconsin nonprofit corporation, its successors and assigns.

1.7 "Association Rules" means the rules and regulations which may be adopted by the Board pursuant to Section 3.4 of this Declaration, as such rules may be amended from time to time.

1.8 "Board" means the Board of Directors of the Association.

1.9 "Bylaws" means the Bylaws of the Association or of any successor thereto adopted in accordance with the Articles as such Bylaws may be amended from time to time.

1.10 "Village" means the Village of Sherwood, Wisconsin.

1.11 "Common Area(s)" means all Real Property, and the Improvements thereon, owned by the Association or Leased from time to time by the Association, for the common use and enjoyment of the Members and their immediate families and guests and including, without limitation, property so designated on the Plat, as shown on **Exhibit B**.

1.12 "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves deemed appropriate by the Board.

1.13 "Declarant" means The Cottages At High Cliff, LLC, a Wisconsin limited liability company.

1.14 "Declaration" means this Declaration of Covenants, Conditions and Restrictions for The Cottages At High Cliff, as it from time to time may be amended.

1.15 "Default Rate of Interest" means twelve percent (12%) per annum.

1.16 "Dwelling Unit" means any building or portion of a building situated upon a Lot designed and intended for use and occupancy as a residence by a Single Family.

1.17 "Improvements" means each and every physical improvement of any kind whatsoever to any portion of the Real Property, including, but not limited to any excavation, grading, fill work, building, Dwelling Unit, walkway, driveway, road, parking area, wall, fence, utility installation, drainage facility, stairway, patio, courtyard, pole, sign, or any trees, grass, plants, shrubs or other landscaping and any and all components of any of the foregoing, and any and all modifications, alterations of, or additions to any of the foregoing.

1.18 "Lease", "Leased" or "Leasing" shall mean any type of rental agreement, without limitation.

1.19 "Lot" means a portion of the Project intended for independent ownership and use and designated as a "Lot" on the Plat and any Improvements thereon.

1.20 "Maintenance", "Maintain", "Maintained" or "Maintaining" shall mean keeping elements of the Common Areas and of Lots and Dwelling Units in good repair.

1.21 "Member" means every Person who qualifies for membership in the Association pursuant to Article 4 of this Declaration.

1.22 "Mortgage" means any duly recorded mortgage or deed of trust encumbering a Lot. A First Mortgage shall refer to a Mortgage which has priority over all other Mortgages encumbering a specific Lot.

1.23 "Mortgagee" means the mortgagee or beneficiary under any Mortgage. A First Mortgagee shall mean the holder of a Mortgage that has priority over all other Mortgages encumbering a Lot.

1.24 "Occupant" means an individual permanently residing in a Dwelling Unit regardless if an Owner or tenant of an Owner.

1.25 "Owner" means one or more Persons who are alone or collectively the record owner of fee simple title to a Lot or the vendee under an installment land sales contract, but excluding those having any such interest merely as security for the performance of an obligation. The Owner of the fee title and not the lessee of such Lot shall be deemed the Owner regardless of the terms of the Lease.

1.26 "Party Wall" means each wall or fence which is located along the boundary line between two (2) adjoining Dwelling Units or two (2) adjoining Lots.

1.27 "Person" means an individual, corporation, partnership, trustee or other entity capable of holding title to real property, and their respective heirs, successors and assigns.

1.28 "Plat" means the plat of THE COTTAGES AT HIGH CLIFF Subdivision, as recorded in the Official Records of Calumet County, Wisconsin, (see attached **Exhibit B**).

1.29 "Project" means the Real Property.

1.30 "Project Documents" means this Declaration and the Articles, Bylaws, Association Rules and Architectural Rules.

1.31 "Purchaser" means any Person who by means of a voluntary transfer becomes the Owner of a Lot.

1.32 "Real Property" or "Property" means all the Real Property located in Calumet County, Wisconsin, which is described on **Exhibit A** attached hereto, together with all Improvements located thereon or to be located thereon and all easements, rights and appurtenances belonging thereto.

1.33 "Replacement", "Replace", "Replaced" or "Replacing" means the removal of elements of the Common Areas or of Lots and Dwelling Units that are not repairable and the installation of equivalents to the original elements.

1.34 "Residence" means any Lot shown on the Plat, together with the residential Dwelling Unit, garage, patio and other Improvements thereon and all rights and easements appurtenant thereto granted pursuant to this Declaration and to the deed of conveyance.

1.35 "Single Family" means a group of no more than two (2) persons cohabiting in the same Dwelling Unit, one of which shall be fifty-five (55) years of age or older, who maintain a common household.

1.36 "Third Party" shall be defined as any Person who is not an Owner of the Lot.

137 "Visible from Neighboring Property" means, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property (which may include a Lot or any portion of the Common Areas) at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE 2

DESCRIPTION OF PROPERTY SUBJECT TO DECLARATION

2.1 Description of Project. The Project shall be composed of the Real Property described in Exhibit A attached hereto, together with all Improvements located thereon or to be located thereon and all easements, rights and appurtenances belonging thereto.

2.2 Name of Project. The Project shall be referred to as THE COTTAGES AT HIGH CLIFF.

ARTICLE 3

THE ASSOCIATION

3.1 Board Membership. The Board of Directors shall be comprised of five (5) members. Two (2) Board Members shall be elected by the Owners (the "Owner Directors") and three (3) Board Members shall be elected by the Declarant (the "Declarant Directors"). An Owner Director shall be required to be a current Owner at all times while serving on the Board. A Declarant Director is permitted, but not required to be an Owner. If any Director is unable, unwilling or no longer qualified to be a Director, the electing group (Owner or Declarant) shall have a special election to replace such Director.

General Duties and Powers. In addition to the duties and powers provided by law and enumerated in its Articles, Bylaws, or elsewhere provided herein, and without limiting the generality thereof, the Association shall have the specific duties and powers specified in this Article.

32 General Duties of the Association. The Association, through its Board, shall have the duty and obligation to:

- A. Maintain and manage the following:
 - i. The Common Areas and all Improvements thereon in which the Association holds an interest, subject to terms of any instrument transferring such interest to the Association;
 - ii. All personal property in which the Association holds an interest, subject to the terms of any instrument transferring such interest to the Association; and
 - iii. All property, real or personal, which the Association is obligated to Maintain pursuant to this Declaration or hereafter agrees to Maintain.
- B. Pay all personal property taxes and other changes assessed to or payable by the Association.
- C. Obtain for the benefit of the Common Areas, sewer, electric and other services. Also shall obtain snow removal for the Common areas as well as for all Dwelling Units.
- D. Establish an Architectural Committee to govern issues set forth in this Declaration as being within the purview of the Architectural Committee as well as other issues the Board deems suitable for the Architectural Committee.
- E. Perform the Maintenance obligations, obtain and maintain in force and effect the policies of insurance and perform such other obligations of the Association as set forth in this Declaration.

3.3 General Powers of the Association. The Association, through its Board, shall have the power but not the obligation to:

- A. Enforce the provisions of this Declaration, the Articles, Bylaws, Association Rules and Architectural Rules by appropriate means and carry out the obligations of the Association hereunder;
- B. Employ Declarant to act as managing agent or if Declarant declines, such other persons and contract with such contractors or managing agents who have professional experience in the management of residential developments similar to the Project;
- C. Acquire interests in real or personal property for offices or other facilities that may be necessary or convenient for the management of the Project, the administration of the affairs of the Association or for the benefit of the Members;

- D. Borrow money as may be needed in connection with the discharge by the Association of its powers and duties;
- E. Provide Maintenance of other items to the extent determined advisable by the Board;
- F. Perform such other duties and functions as are necessary or customary in the management of the Association and the Common Areas in accordance with the Project Documents and as otherwise allowed by applicable law or statute.

3.4 Association Rules. The Association through its Board may, from time to time, and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations (the "Association Rules") pertaining to:

- A. All aspects of the Association's rights, activities and duties;
- B. The Common Areas;
- C. The Lots; or
- D. Any other subject within the jurisdiction of the Association.

The Association Rules may not discriminate among Owners except as expressly approved or permitted herein. The Association Rules shall be binding upon all Persons subject to this Declaration (including, without limitation, all Owners, residents, lessees and their guests and invitees), whether or not actually received thereby.

The Association Rules may include the establishment of a system of fines and penalties.

The Association's Rules as adopted, amended or repealed shall be provided each Owner.

In the event of any conflict between any provision of the Association Rules and any provision of this Declaration, the provisions of this Declaration shall prevail.

3.5 Indemnification. To the fullest extent permitted by law, every director and every officer of the Association shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association, or on behalf of the Association as a member of a committee or otherwise, shall be indemnified by the Association, against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association, or any settlement thereof, whether or not he is a director, officer or serving in such other specified capacity at the time such expenses are incurred, provided that the Board shall determine, in good faith, that such officer, director, or other person, did not act, fail to act, or refuse to act willfully or with gross negligence or fraudulent or criminal intent in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

3.6 Non-Liability of Officials. To the fullest extent permitted by law, none of the Board, any committees of the Association, any member thereof, or any directors or officers of the Association shall be liable to any Owner, tenant, the Association or any other person for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, inaction, omission, error, negligence or the like made in good faith and which the Board, or such committees or persons reasonably believed to be within the scope of their respective duties.

3.7 Easements. In addition to the blanket easements granted in Article 8 hereof, the Association is authorized and empowered to grant upon, over, across, through or under Common Areas owned or controlled by the Association such permits, licenses, easements, and rights-of-way for sewer lines, water lines, underground conduits, storm drains, television cable and other similar public or private utility purposes, roadways or other purposes as may be reasonably necessary and appropriate for the orderly Maintenance, preservation and enjoyment of the Common Areas or for the preservation of the health, safety, convenience and welfare of the Owners.

3.8 Accounting. The Association, at all times, shall keep, or cause to be kept, true and correct records of account in accordance with generally accepted accounting principles, and, subject to applicable statutes shall have such records available for the inspection of all Owners at reasonable times during regular business hours. Such books which shall specify in reasonable detail all expenses incurred and funds accumulated from Assessments or otherwise.

3.9 Records. Subject to applicable statutes, the Association shall, upon reasonable written requests and during reasonable business hours, make available for inspection by each Owner the books, records and financial statements of the Association together with current copies, as amended from time to time, of this Declaration and the Articles, Bylaws, Association Rules and the Architectural Rules.

3.10 Delegation of Powers. The Association shall have the right, subject to applicable statutes, to delegate to committees, officers, employees, professional management companies or agents any of its duties and powers under this Declaration, the Articles, Bylaws, Association Rules, and the Architectural Rules; provided, however, no such delegation to a professional management company or otherwise shall relieve the Association of its obligation to perform any such delegated duty.

ARTICLE 4

MEMBERSHIP IN THE ASSOCIATION

4.1 Membership. Every Owner shall be a Member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles, Bylaws, Association Rules and Architectural Rules to the extent the provisions thereof are not in conflict with this Declaration. Membership of Owners shall be appurtenant to and may not be separated from the interest of such Owner in any Lot. Ownership of a Lot shall be the sole qualification for membership; provided, however, a Member's voting rights may be regulated or suspended as provided in this Declaration, the Bylaws or the Association Rules. Not more than one membership shall exist based upon ownership of a single Lot.

4.2 Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon transfer or conveyance of ownership of a Lot. The Association shall have the right to record the transfer upon the books of the Association without any further action or consent by the transferring Owner. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. Any transfer or conveyance of ownership of a Lot shall operate to transfer the membership appurtenant to the Lot to the new Owner thereof.

4.3 Voting Rights. An Owner's right to vote shall vest immediately upon taking title to such Owner's Lot. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws and Association Rules.

4.4 Voting Membership. Members shall be all Owners. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one Person owns a portion of the interest in a Lot required for membership, each such Person shall be a Member and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. The vote for each Lot shall be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot. In the event that more than one vote is cast for a particular Lot, none of such votes shall be counted and such votes shall be deemed void.

4.5 Corporate or Trust Membership. In the event any Lot is owned by a corporation, partnership, trust, or other association, the corporation, partnership, trust or association shall be a Member and shall designate in writing at the time of acquisition of the Lot an individual who shall have the power to vote said membership, and in the absence of such designation and until such designation is made, the chief executive officer, if any, of such corporation, partnership, trust or association, shall have the power to vote the membership, and if there is no chief executive officer, then the board of directors or general partner, trustee or manager, as the case maybe, of such corporation, partnership, trust or association shall designate who shall have the power to vote the membership.

4.6 Suspension of Voting Rights. In the event any Owner is in arrears in the payment of any Assessments or other amounts due under any of the provisions of this Declaration, the Articles, Bylaws, Association Rules or Architectural Rules for a period of fifteen (15) days, said Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments, including accrued interest and attorneys' fees, are brought current. In the event any Owner is in default of any non-monetary obligation of this Declaration, the Articles, Bylaws, Association Rules or Architectural Rules, and remains in default for more than fifteen (15) days after notice from the Association to cure same, said Member's right to vote shall be suspended until said default is cured.

ARTICLE 5

COVENANT FOR ASSESSMENT

5.1 Creation of the Lien and Personal Obligation. Each Owner of any Lot by acceptance of deed or other conveyance by which such Owner becomes the Owner of a Lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association Annual Assessments and Special Assessments, established and collected from time to time as provided in this Declaration. Such Assessments and/or other fees, together with interest thereon, late charges, attorneys' fees, court costs, and other costs of collection thereof, shall be a continuing lien upon the Lot against which each such Assessment is made and shall also be the personal obligation of the Owner of such Lot at the time when such Assessment and/or other fees become due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner unless expressly assumed by them.

5.2 Purpose of Assessment. The Assessments levied by the Association shall be used exclusively for:

- A. The operation and management of the Association;
- B. The enforcement of the Architectural Rules and related guidelines, and to otherwise enforce the terms, covenants and conditions set forth in this Declaration, the Articles, the Bylaws or Association Rules;
- C. Payment of Common Expenses in connection with the upkeep, Maintenance and improvement of the Common Areas and such portion of the Lots and such Improvements located thereon as the Association is obligated to Maintain under the provisions of the Declaration; and
- D. Promotion of the recreation, health, safety and welfare of the Owners and residents of Lots within the Real Property.

5.3 Annual Assessments. In order to provide for the operation and management of the Association and to provide funds for the Association to pay all Common Expenses and to perform its duties and obligations under this Declaration, the Board, for each fiscal year of the Association, shall assess against each Lot an Annual Assessment.

5.4 Special Assessments. In addition to the Annual Assessment, the Association may assess a Special Assessment against a particular Owner and his Lot directly attributable to the Owner (a "Special Assessment"):

A. To reimburse the Association for costs incurred in bringing the Owner and/or his Lot into compliance with the provisions of this Declaration, the Articles, Bylaws, Association Rules and Architectural Rules, or repairing any damages to the Common Areas caused by such Owner, or any other charge designated as a Special Assessment in this Declaration, the Articles, Bylaws, Association Rules or Architectural Rules assessed to an Owner, together with attorneys' fees and other charges payable by such Owner, pursuant to the provisions of the Declaration, plus interest thereon as provided for in this Declaration, and

B. To pay for any special assessment levied against the Owner or the Association by the Village for mandated changes or improvements to the infrastructure or roads.

5.5 Notice and Quorum for Any Action of Assessment. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5 shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members in person or by absentee ballots entitled to cast sixty percent (60%) of all the votes of Members shall constitute a quorum. If the required quorum is not present at such first meeting, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the quorum required at the first meeting (i.e., thirty percent (30%) of all the votes of Members). No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

5.6 Uniform Rate of Assessment and Initial Rate. Annual Assessments must be fixed as a uniform rate for all Lots. The initial Annual Assessment shall be Two Hundred Fifty-five Dollars (\$255) per month. Such amount shall be increased annually three percent (3%) without action of the Board.

5.7 Date of Commencement of Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to each Lot on earlier of : (i) the date that the Dwelling Unit first receives its certificate of Occupancy; or (ii) two (2) Years after the first day of the month following the conveyance of such Lot by the Declarant to a Purchaser. The Board may require that the Annual Assessment be paid in full at the beginning of the fiscal year of the Association or at such other time as shall be designated by the Board, or the Board may require that the Annual, Supplemental or General Special Assessments be paid in installments. The Board shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of the fiscal year. The Annual Assessment for a fiscal year shall remain in effect until the Board fixes the Annual Assessment for the next fiscal year. Written notice of the Annual Assessment shall be sent to every Owner subject thereto prior to the commencement of the fiscal year; provided, however, that failure to give such notice shall not affect the validity or enforceability of the Assessment as fixed by the Board. Unless otherwise specified by the Board, Special and Supplemental Assessment shall be due thirty (30) days after they are levied by the Association and notice of the Assessment is sent to each Owner, provided, however, that failure to give such notice shall not affect the validity or enforceability of the Assessment as fixed by the Board.

5.8 Effect of Nonpayment of Assessments. Any Assessment, or any installment of any Assessment, not paid within thirty (30) days after the Assessment, or the installment of the Assessment, first became due shall be deemed delinquent.

- A. The delinquency shall bear interest from the due date at the Default Rate of Interest.
- B. Each Owner shall also pay a late charge as established by the Board for each delinquent Assessment or installment of an Assessment.
- C. The Association shall have a lien on each Lot for:
 - i. All Assessments levied against the Lot;
 - ii. All interest, late charges and lien fees charged against the Lot or payable by the Owner of the Lot;
 - iii. All attorneys' fees, court costs, title report fees, costs and fees charged by any attorney or collection agency, to the Association and any other fees and costs incurred by the Association in collecting or attempting to collect Assessments or other amounts due to the Association by the Owner of the Lot; and
 - iv. Any other amounts payable to the Association by the Owner of the Lot.

D. The Association's lien priority shall relate back to the date of recordation of this Declaration and shall have priority over all liens or claims created subsequent thereto, except for tax liens for real property taxes on the Lot in favor of any municipal or other governmental body and the liens which are specifically described in Section 5.10 of this Declaration.

E. The recording of this Declaration constitutes record notice and perfecting of the Assessment lien of the Association. The Association may, at its option, record a Notice of Claim of Lien which shall set forth:

i. The name of the delinquent Owner as shown on the records of the Association,

ii. The legal description, street address and number of the Lot against which the claim of lien is made,

iii. The amount claimed as of the date of the recording of the notice, including interest, collection costs, late charges, lien recording fees and attorneys' fees, and

iv. The name and address of the Association.

F. Before recording a Notice of Claim of Lien against any Lot, the Association shall present to the defaulting Owner a written demand for payment. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, the Association may proceed with recording a Notice of Claim of Lien against the Lot of the defaulting Owner. The Board may assess a lien fee in such amount as may be set by the Board against the Owner of any Lot against which the Association records a Notice of Claim of Lien. The Association shall not be obligated to release any lien recorded pursuant to this Section until all delinquent Assessments, interest, lien fees, late charges, attorneys' fees and all other amounts payable to the Association by the Owner of the Lot against which the Notice of Claim of Lien was recorded have been paid in full whether or not all of such amounts are set forth in the Notice of Claim of Lien.

G. The Association shall have the right, at its option, to enforce collection of any delinquent Assessments together with interest, late charges, attorneys' fees and any other sums due to the Association in any manner allowed by law or in equity including, but not limited to,

i. Bringing an action at law against the Owner personally obligated to pay the delinquent Assessments (such action may be brought without waiving any lien securing any such delinquent Assessments), and

ii. Bringing an action to foreclose its lien against the Lot in the manner provided by law for the foreclosure of a realty Mortgage or trust deed. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

5.9 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien itself.

5.10 No Exemption of Owner. No Owner of a Lot may exempt himself from liability for Assessments levied against his Lot or for other amounts which he may owe to the Association under this Declaration, the Articles, Bylaws, Association Rules, or Architectural Rules by waiver or by the transfer or abandonment of his Lot.

5.11 No Offsets. All Assessments shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Project Documents.

5.12 Certificate of Payment. The Association shall, within fifteen (15) days of a request from an Owner, furnish to such Owner a certificate in writing signed by an officer of the Association or its agent setting forth whether the Assessments on a particular Lot have been paid and the amount of any unpaid Assessments. The Association may charge the Owner requesting a certificate a reasonable fee (as established by the Board) for each such certificate. Such certificate shall be conclusive evidence of payment of any Assessment described in the certificate as having been paid.

5.13 Unallocated Tax Assessments. In the event that any taxes are assessed against the personal property of the Association, said taxes shall be added and included in the Assessments made under the provisions of this Article may be levied against the Lots in an amount equal to said taxes, to be paid in two (2) installments, each of which shall be due thirty (30) days prior to the due date of each installment of taxes.

5.14 Transfer and Disclosure Fees. Each purchaser of a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a transfer fee in such amount as is established from time to time by the Board. Any Owner of a Lot who sells or refinances his or her Lot and requires a status or disclosure statement from the Association in connection therewith shall pay to the Association a disclosure fee in such amount as is established from time to time by the Board. Fees charged pursuant hereto shall be secured by the Association lien established pursuant to Section 5.1 hereof.

5.15 Maintenance of Reserve Fund. Out of the Annual Assessments, the Association shall establish and maintain a reserve fund for the Maintenance and Replacement of Improvements to the Common Areas and such Improvements on the Lots as the Association is obligated to Maintain under the provisions of this Declaration, the operation and management of the Association, and the enforcement of this Declaration, the Articles, the Bylaws, Association Rules and the Architectural Rules.

It the intent of the Association that it shall have established a reserve of a minimum of Sixty Thousand Dollars (\$60,000) over five (5) years.

ARTICLE 6

USE RESTRICTIONS

6.1 Scope. Except as otherwise specified, the provisions of this Article shall apply to all of the Project.

6.2 55 or Over Housing for Residential Use. The Project shall be a "55 or Over Housing" project so as to qualify as "housing for older persons" within the meaning of the Fair Housing Act. All Lots shall be used, improved and devoted exclusively to residential use. Each Dwelling Unit constructed on the Real Property may be occupied only by a Single Family. Permanent occupancy of any Dwelling Unit is not permitted or allowed to continue if such occupancy does not qualify as a Single Family or results in the loss of exemption of being "55 or Over Housing".

6.3 Commercial Use. Subject to the following proviso, no part of a Lot shall be used or allowed or authorized in any way, directly or indirectly, to be used for any business, commercial, manufacturing, mercantile, storing, vending, or any other nonresidential purpose; provided, however, an Owner or other resident of a Dwelling Unit may conduct a business activity within a Dwelling Unit so long as:

- A. The existence or operation of the business activity is not apparent or detectible by sight, sound or smell from outside the Dwelling Unit;
- B. The business activity conforms to all applicable zoning ordinances or requirements for the Project;
- C. The business activity does not involve persons coming onto the Lot or the door-to-door solicitation of Owners or other residents in the Project, and
- D. The business activity is consistent with the residential character of the Project and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other Owners or residents in the Project, as may be determined from time to time in the sole discretion of the Board.

6.4 Leasing of Dwelling Units. An Owner may Lease his Dwelling Unit to a Single Family from time to time, subject to all of the provisions of this Declaration, the Articles, Bylaws, Association Rules and any state, local, municipal or federal statutes.

- A. Any Owner proposing to Lease his Dwelling Unit must notify the Association at least thirty (30) days prior to execution by such Owner of the proposed Lease agreement and shall provide the Board with a copy of the proposed lease to review. The Board shall determine whether the Leasing of such Dwelling Unit would result in the violation of the Leasing restrictions imposed by Subsection 6.4.A. If, as it is hereby authorized to do, the Board denies the proposal to Lease, the Owner may appeal the decision (see Subsection 6.4.K).
- B. Upon Leasing his Residence the Owner shall promptly advise the Association of the time period of the Lease (beginning and ending dates), the name of each tenant, each tenant's contact information, and a description of the tenant's vehicle(s) and vehicle license plate(s).
- C. All Leases shall be in writing.

D. Any Owner who Leases or rents his Dwelling Unit shall be responsible for assuring compliance by such Owner's tenant with this Declaration, the Articles, the Bylaws, and the Association Rules and the Architectural Rules, and shall be jointly and severally responsible for any violation thereof by his tenant. The Lease shall provide that any failure by the tenant thereunder to comply with the terms of the foregoing documents shall be in default under the lease.

E. No Dwelling Unit shall be Leased for any period less than ninety (90) days.

F. No Dwelling Unit shall be Leased or rented to more than a Single Family at anytime.

G. No tenant may sublease any or all of the Dwelling Unit.

H. So long as an Owner continues to occupy the Dwelling Unit, neither (i) any person residing in the Dwelling Unit with the Owner nor (ii) the Owner's immediate family members (the Owner's parents, spouse, children, step children, adopted children, grandchildren and siblings) shall constitute Third Parties.

I. A Third Party occupying a Dwelling Unit shall be deemed to be Leasing such Dwelling Unit notwithstanding the fact that the Third Party is a guest or is paying no consideration to the Owner. The Board's determination of who constitutes a Third Party and what constitutes the Leasing of a Dwelling Unit shall be conclusive and binding on the parties.

J. In case of hardship, an Owner may apply for a hearing before the Board for a variance from the maximum number Leasing restrictions imposed by Subsection 6.4.A. The Board will make the determination of the existence of a hardship in its reasonable discretion, exercised on a case-by-case basis.

K. Notwithstanding the maximum number of Dwelling Units that may be Leased as set forth in Subsection 6.4.A, any Owner that is, as of the date of this Declaration is recorded, Leasing his Dwelling Unit to a Third Party and who provides to the Board within thirty (30) days of its request therefor evidence satisfactory to the Board of the existence of such Lease, shall not be prevented from Leasing said Lot by the maximum number limitation set forth in Subsection 6.4.A.

L. Any Owner excepted from such maximum number limitation pursuant to Subsections 6.4.K and 6.4.L must comply with all of the other requirements of this Section 6.4. If an Owner fails to comply with any of the provisions of this Section 6.4, and, if the Owner is then excepted pursuant to Subsection 6.4.K or Subsection 6.4.L from the maximum number limitation set forth in Subsection 6.4.A, the exception of such Owner from such maximum number limitation shall thereupon terminate.

M. In connection with the sale or conveyance of any Leased Dwelling Unit and Lot, the selling Owner(s) must notify any potential purchaser, or other person taking title, that their Dwelling Unit and Lot are Leased subject to this Section 6.4. The purchaser may continue to Lease the Dwelling Unit until termination of the Lease.

N. The Leasing limitations and requirements set forth in this Section 6.4 shall take precedence over any inconsistent language in the Project Documents.

6.5 New and Permanent. All Dwelling Units and other structures on the Property shall be of new and permanent construction, and no structure shall be moved from any location on or off the Property onto any portion of the Property.

6.6 Air Conditioners. No air conditioning units, heating units, compressors, evaporative coolers, or similar equipment shall be constructed or installed on the roof of any Dwelling Unit in the Project.

6.7 Solar Panels. Solar energy devices may be installed subject to reasonable rules adopted and amended by the Board from time to time. The Owner shall review plans for installing the solar energy device with the Architectural Committee. Written authorization for installation of any such device must be obtained prior to the commencement of the installation. Any damage to the roof and/or the exterior of the Dwelling Unit resulting from the installation of the device and any damages caused to the interior of the Dwelling Unit resulting from such installation shall be the sole responsibility of the Owner installing the device and his successors-in-interest. Any Owner that installs a solar energy device on the roof or exterior of their Dwelling Unit and his successors-in-interest shall be responsible at the Owner's or successor's sole cost for the Maintenance of the device;

6.8 Walls or Fences.

A. No placement, alteration or removal of walls, fences or hedges of any kind shall be permitted on, or around the boundary of any Lot, or between any Lots in the Project, without the prior written approval of the Architectural Committee.

B. Lot Owners shall Maintain and/or Replace all walls or fencing on a Lot except those the Association is obligated to maintain (see Section 9.2 of this Declaration).

6.9 Outside Speakers and Amplifiers. Radio, stereo or other broadcast units of any kind or speakers may be placed outside, of a Dwelling Unit to produce sound outside the Dwelling Unit but shall be played at low volume and must be turned off by 10 pm.

6.10 Lights. No spotlights, flood lights or other lighting shall be placed or utilized upon any Lot except as may be expressly permitted by the Association Rules or the Architectural Rules.

6.11 Antennas. Installation of an antenna or antenna system covered by the OTARD Rule (47 CFR Section 1.4000) within a Lot shall comply with the following requirements.

A. The antenna or antenna system must be placed on a Lot in such a manner as to minimize visibility from any other Lot, the Association Common Areas or any street. No Antenna shall be placed on the front portion of the roof or walls of a Dwelling Unit nor in the front law area. Such antennas shall be placed on the rear side of the Dwelling Unit.

B. If placing an antenna or antenna system as required in 6.12.A impairs the user's ability to receive signals from or to transmit signals to a provider, the user may, in consultation with the Architectural Committee, place it in a way that, to the extent possible, screens it from other Lots, the Common Areas or any street and does not impair the user's ability to receive or transmit signals to a provider.

C. No antenna dish shall exceed 39.37 inches (one meter) in diameter and no mast shall exceed twelve feet (12') in height above the roof line without the prior written approval of the Architectural Committee.

D. Any Owner or successor-in-interest that installs an Antenna or antenna system shall be solely responsible for all installation and Maintenance costs.

E. Antennas used for AM/FM radio, amateur ("ham") radio, Citizen's Band ("CB") radio or Digital Audio Radio Services ("DARS"), and any other antennas not covered by the FCC Over-the-Air Reception Devices ("OTARD") Rule (47 CFR Section 1.4000) or other applicable laws, must be approved in writing by the Architectural Committee.

6.12 Utility Service. Except as approved in writing by the Architectural Committee, no lines, wires, or other devices for the communication or transmission of electronic current or power, including telephone, television, and radio signals, shall be erected, placed or Maintained anywhere in or upon the Lot unless the same shall be contained in conduits or cables installed and Maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of Dwelling Units or other structures approved by the Architectural Committee.

6.13 Out Buildings and Temporary Structures. No out building or structure of a temporary character, trailer, basement of an incomplete building or Dwelling Unit, tent, shack, detached garage or other out-building shall hereafter be constructed, placed or kept on a Lot.

6.14 Drainage. No Owner shall erect, construct, maintain, permit or allow any fence or other Improvement or other obstruction

A. Which would interrupt the normal drainage of the Real Property, or

B. Within any area designated on the Plat (or other building document) as a "Drainage Easement" except that, with the prior written approval of the Architectural Committee, non-permanent structures may be erected in those areas which contain underground closed conduit storm drainage facilities.

6.15 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or other Real Property except such machinery or equipment as is usual and customary in connection with the use, Maintenance or construction of a Dwelling Unit, appurtenant structures, or other Improvements and except which the Association may require for the operation and Maintenance of the Common Areas and the Real Property.

6.16 Signs. No emblem, poster, advertisement, logo, sign or billboard of any kind shall be displayed on any Common Area without the prior written approval of the Architectural Committee.

The following signs, may be displayed on a Lot without the prior written approval of the Architectural Committee if the sign meets any of the following standards.

A. One commercially produced security sign, not exceeding 9" x 12", may be posted on his Lot only for so long as the Owner or lessor subscribes to the security service.

B. The sign is required by legal proceedings.

C. One commercially produced for sale or one for lease sign conforming with industry standards, not exceeding 18" x 24", plus a "rider" not exceeding 6" x 24", may be posted on a Lot. No flyer boxes, information tubes, or other types of attachments containing property information are permitted.

D. One commercially produced temporary open house sign may be posted on a Lot as permitted by A.R.S. §33-1808, as amended, and by any successor statute thereto. Events announced by such a sign shall not be held before 8:00 a.m. or after 6:00 p.m.

E. Political signs maybe displayed not more than seventy-one (71) days prior to any election and must be removed within three (3) days after an election day. Their size cannot exceed the maximum limit established from time to time by applicable Village of Sherwood ordinance.

Posting of any other type of emblem, poster, advertisement, logo, sign or billboard on a Lot shall require written approval by the Architectural Committee.

6.17 Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind.

6.18 Window Covers. Interior curtains, drapes, shutters or blinds may be installed as window covers. No aluminum foil, reflective material, newspaper or other materials not customarily made for use as window covers may be installed or placed upon the inside or outside of any Dwelling Unit or other structure. Exterior awnings, canopies, shutters and similar items may not be installed without prior written approval of the Architectural Committee.

6.19 Vehicles. Except with the prior written approval of the Architectural Committee, no mobile home, motor home, trailer, camper, boat or other type of recreational vehicle shall be kept, placed, parked, constructed, reconstructed or repaired within the Project for more than seventy-two (72) hours in any thirty (30) day period. All other vehicles (including golf carts) shall be parked in the Dwelling Unit between the hours of 10:00 pm and 5:00 am. The provisions of this Section shall not apply to emergency vehicle repairs, periodic social gatherings, the loading or unloading of household articles, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved by the Architectural Committee. The Board may adopt rules for the regulation of the admission and parking of vehicles within the Project including the assessment of fines to Owners who violate or whose invitees violate such rules. Any charges so assessed shall be Owner Special Assessments against Owners committing such violations. The Association may remove, or cause to be removed, any unauthorized vehicle at the expense of the owner thereof in any manner consistent with law.

6.20 Animals. No animals, including without limitation, horses or other domestic farm animals, fowl, or poisonous reptiles of any kind, may be kept, bred or maintained within the Project, except a reasonable number of generally recognized household pets kept in accordance with the Association Rules. No animals shall be kept, bred or raised within the Project for commercial purposes. In no event shall any domestic pet be allowed to run freely outside its Owner's Lot without a leash or so as to create a nuisance unless the Owner has installed and effectively using a system to keep the animal on the Lot (e.g. such as an "Invisible Fence" type of system). No animals shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained so as to be Visible from Neighboring Property. No dog that is of a breed that is considered to commonly contain biting dogs (e.g. pit bull, mixed breed, German shepherd, terrier, Rottweiler and wolf breeds) Upon the written request of any Owner, the Board shall determine whether, for the purposes of this Section a particular animal is a generally recognized household pet or a nuisance, or whether the number of animals exceeds a reasonable number. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained in this Declaration.

6.21 Garbage, Trash, Debris and Hazardous Materials. No rubbish, hazardous materials, or debris of any kind shall be placed, stored, or permitted to accumulate upon or adjacent to any Lot or other portion of the Project and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion of the Project unsanitary, unsightly, offensive or detrimental to any other Lot or other portion of the Project or to its occupants. No garbage or trash shall be placed or kept on any Lot or other portion of the Project except in covered containers of a type, size and style which are approved by the Architectural Committee. Such containers shall be kept in the Dwelling Garage until it may be placed for collection only for the time reasonably necessary to effect such collection. The Board shall have the right, in its sole discretion, to require all Owners to place their garbage or trash containers at a specific location for collection. All rubbish, trash and garbage shall be removed from the Lots or other portion of the Project and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any

Lot or other portion of the Project. No garbage or trash containers shall be kept or placed on any grass or other landscaped area within the Project.

6.22 Fires. Other than barbecues in properly constructed barbecue equipment or grills, and fire bowls or above ground systems in compliance with the Village of Sherwood Ordances and regulations, Association Rules and the Architectural Rules, or as otherwise expressly permitted in such rules, no open fire shall be permitted on a Lot or other portion of the Project nor shall any other similar activity or condition be permitted. Permanent built in grills and fireplaces are permitted only upon approval of the Architectural Committee.

6.23 Diseases and Insects. No Owner shall permit any thing or condition to exist upon any property which shall induce, breed or harbor infectious plant diseases or noxious insects.

6.24 Improvements, Alterations and Architectural Control. All Real Property within the Project is subject to Architectural Rules and other rules and requirements of the Board.

No Improvements may be constructed or installed on any Real Property within the Project and no construction, alterations, repairs, excavations, grading, landscaping or other work which in any way alters the exterior appearance of any Real Property within the Project, the Dwelling Unit or other Improvements located thereon shall be made or done without the prior written approval of the Architectural Committee.

All additions to or changes or alterations in any building, Dwelling Unit, fence, wall or other structure or Improvement, including exterior color scheme, shall be subject to the prior written approval of the Architectural Committee. No change or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee.

All decisions of the Architectural Committee shall be final and no Owner or other Person shall have recourse against the Association, the Board, the Architectural Committee or members thereof for the Architectural Committee's refusal to approve any such plans and specifications or plot plans.

6.25 Nuisances. No Owner shall permit or suffer anything to be done or kept about or within his Lot or on or about the Project, which may cause the insurance to be canceled or the premiums of such insurance to be increased for any Lot or other portion of the Project, or which may obstruct or interfere with the rights of other Owners, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance or commit or suffer any illegal act to be committed therein. Each Owner shall comply with the Association Rules and the requirements of all health authorities and other governmental, authorities having jurisdiction over the Project. The Board in its sole discretion shall have the right to determine the existence of any such nuisance.

6.26 Clean, Neat and Safe Condition. Without limiting any other provision in this Section, each Owner shall Maintain and keep his Lot and Dwelling Unit at all times in a neat, clean, safe, sound and sanitary condition and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots or the Common Areas. Each Owner shall prevent the buildup of ice or ice dams on the roof of his Dwelling Unit.

6.27 Variances. The Board may grant variances from restrictions set forth in this Article 6 of this Declaration if the Board determines, in its sole discretion:

A. That either (i) enforcement of a particular restriction would create a substantial hardship or burden on an Owner or occupant, or (ii) a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete; and

B. That the activity permitted under the variance will not have any substantial adverse effect on the Owners and occupants and is consistent with the high quality of life intended for residents of the Project.

6.28 Further Subdivisions: Timeshares. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any Lot shall be conveyed or transferred by an Owner without the prior written approval of the Board. Neither the ownership nor occupancy of any Lot shall be in timeshares. No Owner shall transfer, sell, assign or convey any timeshare in his Lot and any such transaction shall be void. Timeshare as used in this Section shall mean the right to occupy a Dwelling Unit or any one of several Dwelling Units during five (5) or more separated time periods of less than thirty (30) days per period over a period of at least five (5) years, including renewable options, whether or not coupled with an estate or interest in Real Property or a specified portion of a Dwelling Unit.

6.29 Enforcement. If any portion of any Lot is so Maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto, or if any portion of a Lot is being used in a manner which violates the Project Documents; or if the Owner of any Lot fails to perform any of its obligations under the Project Documents, the Board may make a finding to such effect, specifying the particular condition or conditions which exist, and give written notice thereof to the offending Owner that unless corrective action is taken within thirty (30) days of the date of the notice, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said thirty (30) day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be an Owner Special Assessment to which the offending Owner and the Owner's Lot are subject. Said costs shall be secured by the Association lien upon the particular Lot in accordance with the provisions of Article 5. All remedies available at law or equity shall be available in the event of any breach of any provision of this Article by any Owner, tenant or other person.

6.30 Modification. The Board may modify or waive the foregoing restrictions contained in this Article 6 or otherwise restrict and regulate the use and occupancy of the Project, the Lots and the Dwelling Units by reasonable rules and regulations of general application adopted by the Board from time to time which shall be incorporated into the Association Rules.

ARTICLE 7

ARCHITECTURAL COMMITTEE

7.1 Establishment. The Board shall act as the Architectural Committee or may appoint a separate committee shall consist of a minimum of three (3) members. If a separate Architectural Committee is created, the members shall be appointed and removed by the Board. The members of the Architectural Committee need not be architects and do not need to possess any special qualifications, but members of the Architectural Committee are no required to be Members of the Association. Architectural Committee members shall serve for a term of one (1) year and may be reappointed or re-elected. Members may be removed by the Board at any time during their term of office, with or without cause. Upon removal of a member of the Architectural Committee, the Board shall appoint a replacement member of the Architectural Committee as soon as possible, such that Architectural Committee consists of the minimum number of members designated in this Section 7.1.

7.2 Meetings. The Architectural Committee shall hold meetings as are reasonably required to address the concerns of Owners and the duties of the Architectural Committee. A quorum for such meetings shall consist of a majority of the members of the Architectural Committee, and the affirmative vote of a majority of the members present at any meeting at which a quorum is present shall be necessary for any decision of the Architectural Committee. The Architectural Committee shall keep and maintain a record of all actions taken at its meetings.

7.3 Architectural Rules and Committee Procedures. The Architectural Committee may promulgate written Architectural Rules to be followed by Owners in preparing and submitting plans and specifications and which will be used by the Architectural Committee in reviewing plans and specifications for proposed Improvements or modifications of Improvements, in rendering its decisions and otherwise performing its functions under this Declaration. The decision of the Architectural Committee shall be final on all matters submitted to it pursuant to this Declaration. The Architectural Rules shall not be inconsistent with the terms of this Declaration and if there are any inconsistencies, the provisions of this Declaration shall control.

7.4 Fees. The Architectural Committee may establish reasonable processing fees to defray its costs in considering the requests for approvals submitted to it. The appropriate fee shall be paid at the time the request for approval is submitted.

7.5 Compensation; Delegations. Unless authorized by the Board, the members of the Architectural Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Architectural Committee function or duty. Professional consultants retained by the Architectural Committee shall be paid such compensation as the Architectural Committee determines and the costs thereof shall be assessed to the Owner submitting the related application. The Architectural Committee may delegate parts of its work, but not final approval of a plan it has reviewed, to one or more of its members or to architectural consultants which it retains.

7.6 Non-liability. None of the Association, the Board members, any member of the Architectural Committee, or any agent, employee or other party providing architectural consulting services to the Architectural Committee shall be liable in damages to anyone submitting plans to it for approval or to any Owner or other person by reasons of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted to the Architectural Committee.

Each Owner or other person submitting plans agrees, by submission of such plans and specifications, that he will not bring any action or against the Association, the Board members, or the members of the Architectural Committee, or their agents or employees, or parties providing architectural consulting services to the Architectural Committee, to recover damages arising out of or in connection their duties hereunder. Approval by the Architectural Committee shall not be deemed to be a representation or warranty that the plans and specifications (design, construction or otherwise) are free from hazards, such as flooding, natural disaster or adverse soil conditions or comply with applicable governmental ordinances or regulations, including, but not limited to rezoning ordinances and local buildings codes. It shall be the sole responsibility of the Owner, or other person submitting plans to the Architectural Committee or performing any construction, to comply with all such ordinances, regulation and codes.

Each Owner understands that due to the location and conditions of the Owner's Lot there may be certain inherent risks including, but not limited to, those related to flooding, soil conditions or natural disaster and agrees for himself, his family, guests and invitees (the "Releasing Parties") to release the Association, the Board members, the members of the Architectural Committee, their agents, employees and parties providing architectural consulting services to the Architectural Committee from any and all liability arising from any damage or injury to the person or property of the Releasing Parties arising out of or in connection with such hazards.

ARTICLE 8

EASEMENTS

8.1 Utility Easement. There is hereby created a blanket easement upon, across, over and under the building set back areas and such other portions of the Lots and Common Areas which will not have a materially adverse effect on the ability to construct Improvements on any Lot for ingress, egress, installation, Replacing and Maintaining all utilities, including but not limited to, water, sewers, natural gas, telephones, electricity and a cable television system. By virtue of this easement, it shall be expressly permissible for the providing utility to erect and maintain any necessary facilities and equipment on the Lots and Common Areas. This easement shall in no way affect any other recorded easements on the Lots and Common Areas.

8.2 Easement for Encroachments. Each Lot and the Common Areas shall be subject to an easement for encroachments created by construction, settling, overhangs, and discrepancies between the Plat and construction, as originally designed or as constructed by Declarant or its agents or contractors. A valid easement for said encroachments and for the Maintenance of same, so long as it stands, shall and does exist. In the event a building containing an encroachment is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments of parts of the adjacent Dwelling Unit or other building due to construction shall be permitted and that a valid easement for said encroachments and Maintenance thereof shall exist. Notwithstanding any provisions in this Section to the contrary, any encroachment permitted by this Section shall not exceed one (1) foot.

8.3 Easement for Encroachments into Minimum Setback Areas. Each Lot and the minimum required setbacks as shown on the Plat shall be subject to an easement for encroachments created by awnings, canopies, decks, and open porches and balconies not to exceed five (5) feet into front, rear and exterior side yard setbacks. Bay windows, open eaves, cornices and windowsills may not exceed two (2) feet into any side yard setback. Subject to prior written approval by the Architectural Committee, driveways and their curbs, and walls, may be constructed in minimum setback areas, provided that their installation does not violate any other provisions of this Declaration or applicable law.

8.4 Easements for Ingress and Egress. Easements for ingress and egress are hereby reserved to the Owners, and their families, guests, tenants, and invitees for pedestrian traffic over, through and across sidewalks, paths, walks, streets and lanes as the same from time to time may exist upon the Common Areas; and for vehicular traffic over, through and across such portions of the Common Areas as from time to time may be paved and intended for such purposes; and for such other purposes reasonably necessary to the use and enjoyment of Lots, in each case subject to reasonable Association Rules.

8.5 Association's Right of Entry. During reasonable hours, the Association, any member of the Board or any authorized representative of them, shall have the right to enter upon and inspect by foot any land surrounding any structure on a Lot, excluding the interior of any Dwelling Unit located thereon, for the purpose of making inspections to determine whether the provisions of this Declaration, the Association Rules and the Architectural Rules are being complied with by the Owner thereof.

8.6 Association's Easement for Performing Maintenance Responsibilities. The Association shall have an easement upon, across, over and under the Common Areas and the Lots for the purpose of Maintaining and Replacing the Common Areas and any other areas which the Association is obligated to Maintain pursuant to this Declaration. Each Owner agrees to allow the Association the use of any exterior water spigot or exterior electrical outlet as required by the Association to Maintain the Common Areas and the area of that Lot which the Association is obligated to Maintain pursuant to this Declaration, provided that the Association shall reimburse the Lot Owners for the reasonable costs incurred by the Owners for the use thereof.

ARTICLE 9

MAINTENANCE

9.1 Maintenance of Common Areas by Association. The Association shall be responsible for the Maintenance of and Replacements of the Common Areas and may, without any approval by the Owners, do any of the following:

- A. Maintain or Replace any Improvement or portion thereof upon any such area (to the extent that such work is not done by a government entity, if any, responsible for the Maintenance and upkeep of such area);
- B. Maintain or Replace any portion of the Common Areas used as a road, street or walkway or for drainage;
- C. Trim, remove and/or Replace injured and diseased trees or other vegetation located in any part of the Common Areas, and plant trees, shrubs and ground cover in any part of the Common Areas;
- D. Place and Maintain upon any such Common Areas such signs as the Board may deem appropriate for the proper identification, use and regulation thereof;
- E. Maintain all shrubs, trees, grass, plantings and landscaping on the Lots; and

F. Do all such other and further acts which the Board deems necessary to preserve and Maintain the Common Areas in accordance with the general purpose specified in this Declaration.

The Board shall be the sole judge as to the appropriate Maintenance of the Common Areas.

9.2. Maintenance of the Lots and Dwelling Units by Owners.

A. Each Owner of a Lot shall be solely responsible for Maintaining, Replacing and insuring all other portions of his Lot.

B. The Owner of each Lot shall at all times perform his obligations under this Section so that the land and Improvements comprising his Lot shall be Maintained in good condition. Such obligations of Owner shall include keeping the Lot free of trash, weeds and other unsightly material on the Lot.

9.3. Damage or Destruction by Owners. No Owner shall in anyway:

A. Alter, damage or destroy any Common Area;

B. Damage or destroy any portion of the Lot or the Improvements thereon to be Maintained by the Association pursuant to Section 9.2 of this Declaration; or

C. Interfere with the activities of the Association in connection with the Common Areas and any Lot.

Any expenses incurred by the Association by reason of any such act of an Owner shall be an Owner Special Assessment paid by said Owner to the Association upon its demand and such amounts shall be a lien on any Lot(s) owned by such Owner, and the Association may enforce collection of any such amounts in the same manner as provided in Article 5 of this Declaration for the collection and enforcement of Assessments.

9.4. Non-performance by Owners. If any Owner fails to Maintain any portion of the Lot and Improvements located thereon which he is obligated to Maintain under the provisions of this Declaration, the Articles, Bylaws, Association Rules or Architectural Rules, then the Association shall have the right but not the obligation, to enter upon such Owner's Lot to perform the Maintenance not performed by the Owner, and the cost of any such work performed by or at the request of the Association shall be an Owner Special Assessment and shall be paid for by such Owner upon demand from the Association, and such amounts shall be a lien upon the Owner's Lot and the Association may enforce collection of such amounts in the same manner and to the same extent as provided in Article 5 of this Declaration for the collection and enforcement of Assessments.

9.5 Total or Partial Destruction. If any Dwelling Unit is totally or partially destroyed, the Owner shall rebuild the structure in a timely manner. If the Owner fails to comply with this Section, the Association may, but shall not be obligated to, undertake on the Owner's behalf the work to rebuild the structure or to demolish the same and remove the debris from the Project and charge the Owner therefor. The cost of any such work performed by or at the request of the Association shall be an Owner Special Assessment and shall be paid for by such Owner upon demand from the Association, and such amounts shall be a lien upon the Owner's Lot and the Association may enforce collection of such amounts in the same manner and to the same extent as provided in Article 5 of this Declaration for the collection and enforcement of Assessments.

9.6 Payment of Utility Charges. Each Lot shall be separately metered for water, sewer, cable television, telephone, gas, and electrical service, and all charges for such service to the Lot shall be the sole obligation and responsibility of the Owner of each Lot.

9.7 Payment of Real Estate Property Taxes. All charges for Real Estate Property taxes related to the Lot and the Dwelling Unit shall be the sole obligation and responsibility of the Owner of each Lot and Dwelling Unit.

9.7 Party Walls. The rights and duties of Owners with respect to Party Walls shall be governed by the following provisions:

A. Each wall or fence which is located along the boundary line between two (2) adjoining Dwelling Units and/or two (2) adjoining Lots shall constitute a "Party Wall", and to the extent not inconsistent with this Declaration, the general rules of law regarding Party Walls shall be applied.

B. The cost of reasonable Maintenance of a Party Wall shall be shared by the Owners of the adjoining Lots on which such Party Wall is located in proportion to the use thereof, without prejudice, subject however, to the right of any Owner to require a larger contribution from the Owner of the adjoining Lot under any rule of law regarding liability for negligent or willful acts or omissions.

C. In the event any Party Wall is damaged or destroyed by some cause other than the act of one of the Owners of the adjoining Lots, his agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time) then, in such event, both such Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense subject to the approval of the Architecture Committee.

D. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owners and their successors in title.

E. In addition to meeting the other requirements of this Declaration and of any other building code or similar regulations or ordinances, any Owner proposing to modify, make additions to, or rebuild a Party Wall shall first obtain the written consent of the Owner of the adjoining Lot and the Architecture Committee.

F. In the event of a dispute between Owners of adjoining Lots with respect to the repair or the rebuilding of a Party Wall or with respect to sharing of the cost thereof, then, upon written request of both of such Owners addressed to the Board, the matter shall be submitted for arbitration by the Board under such rules as may from time to time be adopted by the Board. The decision of the Board shall be final and conclusive.

G. The provisions of this Section shall be binding upon the heirs and assigns of any Owners, but no Person shall be liable for any actor omission respecting the Party Wall except such as took place while he was an Owner.

H. In the event any Party Wall encroaches upon a Lot or a Common Area, a valid easement for such encroachment of, and for the Maintenance of, the Party Wall shall and does exist in favor of the Owners of the Lots which share such Party Wall.

ARTICLE 10

INSURANCE

10.1 Scope of Coverage. The Association shall maintain, to the extent reasonably available, the following insurance coverage:

A. Property Insurance on the Common Areas, insuring against all risk of direct physical loss, insured in an amount equal to the maximum insurable Replacement value of the Common Areas, as determined by the Board, provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current Replacement cost of the insured property, exclusive of land, excavation, foundations and other items normally excluded from a property policy;

B. Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or Maintenance of the Common Areas and all other portions of the Project which the Association is obligated to Maintain under this Declaration, and shall also include hired automobile and non-owned automobile coverage with cost liability endorsements to cover liabilities of the Owners as a group to an Owner;

C. Workmen's compensation insurance to the extent necessary to meet the requirement of the laws of the State of Wisconsin;

D. Directors and Officers insurance in an amount to be determined by the Board; and

E. Such other insurance as the Board shall determine from time to time to be appropriate to protect the Association or the Owners.

F. The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

i. That there shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and members of their households;

ii. That no act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery on the policy;

iii. That the coverage afforded by such policy shall be primary and shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their Mortgagees or beneficiaries under deeds of trust;

iv. That shall include a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners;

v. That the Association shall be named as the Insured;

vi. That for policies of hazard insurance, a standard Mortgagee clause providing that the insurance carrier shall notify the first Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy; and

vii. That the policies shall include agreed Amount and Inflation Guard endorsements.

10.2 Insurance of Lots.

A. Each Owner shall obtain property insurance on his Lot and Dwelling Unit. The total amount of owner-obtained property insurance on each Lot and Dwelling Unit shall insure against all risk of direct physical loss and not be less than one hundred percent (100%) of the current Replacement cost of the insured property.

B. Each Owner shall maintain a general liability policy in the minimum amount of Five Hundred Thousand Dollars (\$500,000) which names the Association as an additional named insured on such policy.

C. The purchase of additional insurance, e.g., liability, umbrella, personal property and flood insurance, and the extent of their coverages, shall be at the discretion of the Owner.

10.3 Certificate of Insurance. An insurer that has issued an insurance policy to the Association under this Section shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner at the requesting party's expense. Any insurance obtained may not be canceled by the insurance carrier until thirty (30) days after notice of the proposed cancellation has been mailed to the Association and to each Owner to whom certificates of insurance have been issued.

10.4 Payment of Premiums. The premiums for any insurance obtained by the Association pursuant to Section 10.1 of this Article shall be included in the budget of the Association and shall be paid by the Association.

10.5 Payment of Insurance Proceeds. With respect to any loss to the Common Areas covered by property insurance obtained by the Association in accordance with this Article, the loss shall be adjusted with the Association and the insurance proceeds shall be payable to the Association. The proceeds shall be disbursed for the repair or restoration of the damage to the Common Areas.

10.6 Annual Insurance Review. The Board shall annually determine whether the amounts and types of insurance it has obtained provide adequate coverage for the Common Areas in light of increased construction costs, inflation, practice in Calumet County, Wisconsin, or any other factor which tends to indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interest of the Owners and of the Association. If the Board determines that increased coverage of additional insurance is appropriate, it shall obtain the same.

10.7 Repair and Replacement of Damaged or Destroyed Property.

A. Any portion of the Common Areas which are damaged or destroyed shall be repaired or Replaced promptly by the Association unless:

i. Repair or Replacement would be illegal under any state or local health or safety statute or ordinance; or

ii. Owners representing at least eighty percent (80%) of the total authorized votes in the Association vote not to rebuild.

B. The cost of repair or Replacement in excess of insurance proceeds and reserves shall be paid by the Association. If all of the Common Areas are not repaired or Replaced, insurance proceeds attributable to the damaged Common Areas shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall either:

i. Be retained by the Association as an additional capital reserve: or

ii. Be used for payment of operating expenses of the Association if such action is approved by the affirmative vote or written consent, or any combination thereof, of Members representing more than fifty percent (50%) of the votes in the Association.

ARTICLE 11

GENERAL PROVISIONS

11.1 Enforcement. The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover the damages or other dues for such violation. The Association or any Owner shall also have the right to enforce, by proceedings at law or in equity, the provisions of the Articles or Bylaws and any amendments thereto. Notwithstanding the foregoing, with respect to Assessment liens or any other liens or charges and Association Rules, the Association shall have the exclusive right to enforcement thereof.

11.2 No Waiver. Failure by the Association, the Declarant, or by any Member, to enforce any covenant, condition, or restriction herein contained, or in the Articles, Bylaws, Association Rules or Architectural Rules in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition or restriction.

11.3 Cumulative Remedies. All rights, options and remedies of the Association or the Owners under this Declaration are cumulative, and no one of them shall be exclusive of any other, and the Association or the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

11.4 Severability. Invalidation of any one or a portion of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.5 Violations and Nuisance. Every act or omission whereby any provision of the Declaration is violated in whole or in part is hereby declared to be nuisance and maybe enjoined or abated, whether or not the relief sought is for negative or affirmative action by the Association or any Owner.

11.6 Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

11.7 Joint and Several Liability. In the case of joint ownership of a Lot, the liabilities and obligations of each of the joint Owners set forth in or imposed by this Declaration shall be joint and several.

11.8 Attorneys' Fees. In the event the Association employs an attorney to enforce any lien granted to it under the terms of this Declaration or to collect any Assessments or other amounts due from an Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Project Documents, the Association shall be reimbursed by the Owner or Owners whose actions have necessitated the collection or enforcement proceeding for all costs, including all attorneys' fees, expended in such collection or enforcement efforts, regardless of whether or not a civil action is actually commenced.

11.9 Binding Effect. By acceptance of a deed or by acquiring any ownership interest in any of the Real Property subject to this Declaration, each Person, for himself, his heirs, personal representatives, successors, transferee and assigns, binds himself, his heirs, personal representatives, successors, transferee and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such Person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Project and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, Purchasers, assignees, lessees and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners. The Owners, their successors, assigns and grantees covenant and agree that the interest of each Owner by virtue of his purchase of a Lot within the Project and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

11.10 Notices. Any notice to be given under the provisions of this Declaration shall be in writing and may be delivered as follows:

A. Notice to an Owner shall be deemed to have been properly delivered when delivered personally or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Lot. In the case of co-owners, any such notice may be delivered or sent to any one of the co-owners on behalf of all co-owners and shall be deemed delivered to all such co-owners.

B. Notice to the Association shall be deemed to have been properly delivered when delivered personally or placed in the United States mail, postage prepaid, addressed to the Association's agent or management company as indicated in the statement required by Wisconsin Revised Statute 10-11622(B) or any successor statute.

Any of the above notices so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit.

11.11 Non-liability of Officials. To the fullest extent permitted by law, neither the Board, any committees of the Association nor any member of such Board or committee shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

11.12 Term. The covenants and restrictions of this Declaration shall run with and bind the Project for a term of twenty (20) years from the date this Declaration is recorded. Thereafter they shall be automatically extended for successive periods of ten (10) years each, unless terminated in accordance with Section 11.14 of this Declaration.

11.13 Amendments. Subject to the other provisions of this Declaration, this Declaration may be amended at any time and from time to time as follows:

- A. Amendments or modifications shall require the affirmative written assent, or vote or any combination thereof, of not less than fifty-one percent (51%) of the Owners of Lots and the approval of the Declarant unless Declarant waives the terms of this requirement; and
- B. An amendment or modification shall be executed by the

President and Secretary of the Association who shall certify that the amendment or modification has been approved as herein above provided, and shall be effective when recorded in the official records of Calumet County, Wisconsin.

11.14 Termination. The provisions of this Declaration may be terminated only with the approval of the Declarant and the Owners of seventy-five percent (75%) or more of the Lots. Any such termination of this Declaration shall be executed by the President and Secretary of the Association and recorded in the official records of Calumet County, Wisconsin. No such termination of these provisions shall be a bar for any subsequent commitment of the Project to certain covenants, conditions and restriction acceptable to the then Owners.

11.15 Gender. The singular, wherever used in this Declaration shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

11.16 Section Headings. The marginal or topical headings of the Sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Articles or Sections of this Declaration.

11.17 Survival of Liability. The termination of membership in the Association shall not relieve or release any such former Member from any liability or obligation incurred under or in any way connected with the Association during the period of such membership, or impair any rights or remedies which the Association may have against such former Member arising out of, or in anyway connected with such membership and the covenants and obligations incident thereto.

11.18 Statutory Construction. In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws, Association Rules or Architectural Rules, the provisions of this Declaration shall prevail.

So declared this ____ day of February 2020

Declarant: The Cottages At High Cliff, LLC

Owner:

By _____
Dan Rippl, Manager

Name: _____

[Notary Acknowledgement to be added for recording]

Map 8-3 Village of Sherwood Comprehensive Plan Update Land Use 2015

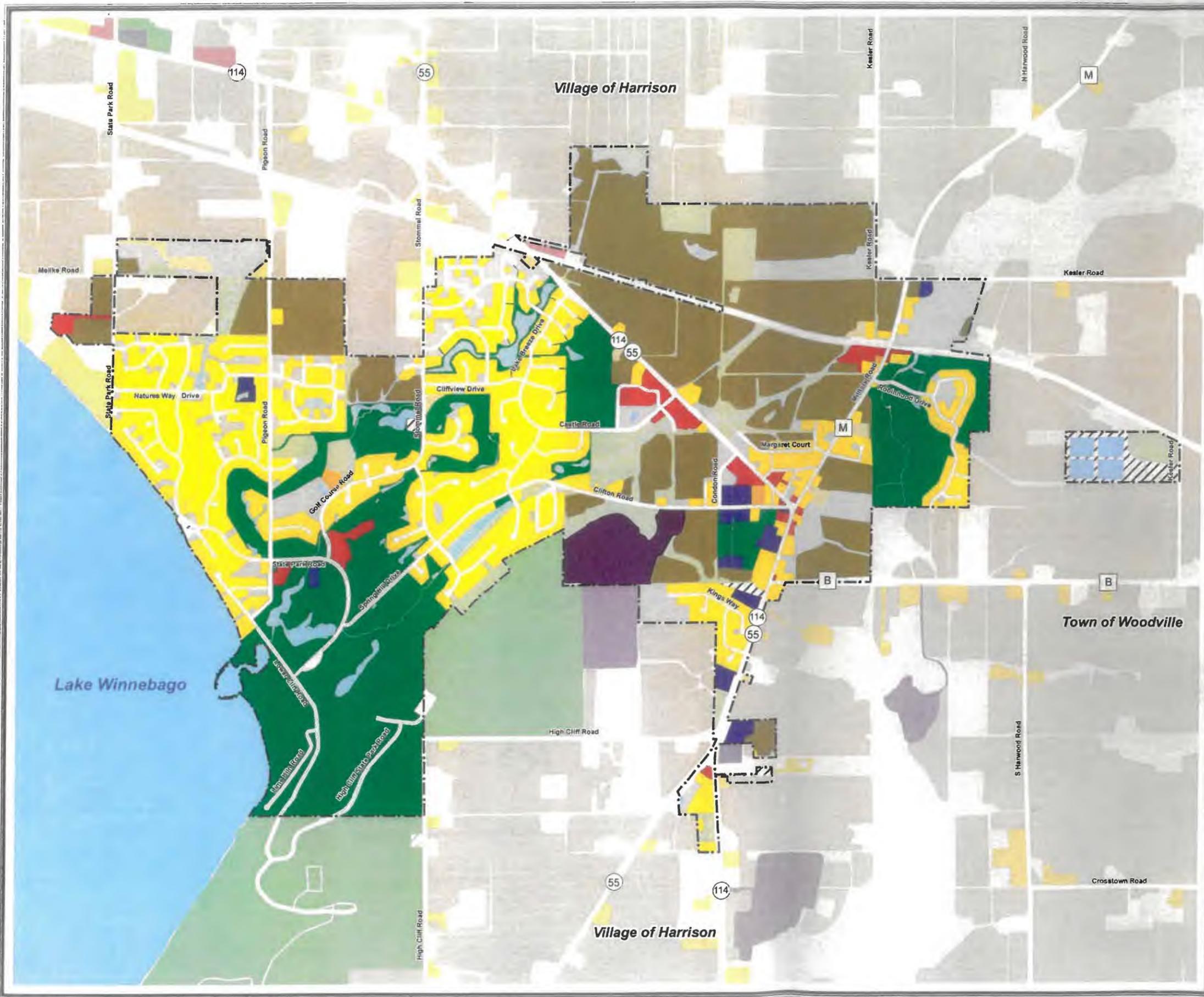
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- Farmsteads
- Multi-Family
- Mobile Home Parks
- Commercial
- Industrial
- Quarries
- Institutional Facilities
- Transportation
- Utilities/Communications
- Non-Irrigated Cropland
- Irrigated Cropland
- Other Ag Land / Pasture
- Recreational Facilities
- Planted Woodlands
- General Woodlands
- Open Other Land
- Water

Source:
Base Data provided by Calumet County 2016.
Land Use Data provided by ECWRPC 2016.



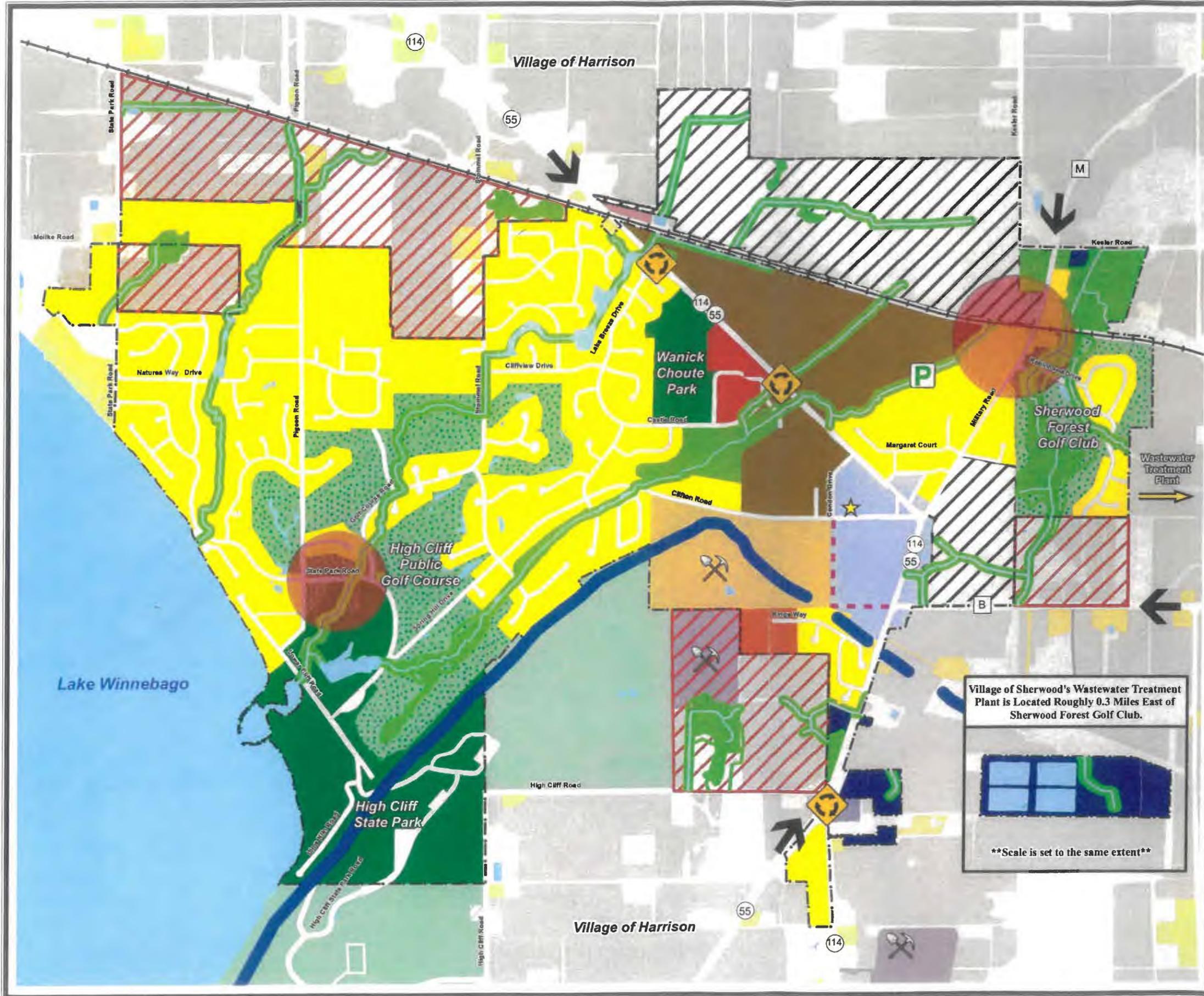
This data was created for use by the East Central Wisconsin Regional Planning Commission Geographic Information System. Any other use/application of this information is the responsibility of the user and such use/application is at their own risk. East Central Wisconsin Regional Planning Commission disclaims all liability regarding fitness of the information for any use other than for East Central Wisconsin Regional Planning Commission business.

PREPARED MAY 2018 BY:
 East Central Wisconsin Regional Planning Commission



Map 8-4 Village of Sherwood Comprehensive Plan Update Future Land Use

- ★ Village Hall
- Ⓟ Future Park
- ➔ Community Gateway
- ⚒ Existing Quarry
- ⦿ Proposed Roundabout
- Niagara Escarpment Corridor
- - - Future Road
- +— Railroad
- Retail Center / Hub
- Public Parks
- Private Recreation (Golf Courses)
- Downtown Mixed-Use District
- Environmentally Sensitive Area***
- Commercial
- Institutional Hub
- Mixed-Use Employment Center
- Mixed-Use Residential
- Residential Village
- Single Family Residential Infill
- ▨ Long Term Growth Area (2040+)
- ▨ Coordinated Growth Area



Village of Sherwood's Wastewater Treatment Plant is Located Roughly 0.3 Miles East of Sherwood Forest Golf Club.

Scale is set to the same extent

Source:
Base Data provided by Calumet County 2017.
Future Land Use Data provided by ECWRPC 2017.

***Wetlands plus 50 foot buffer.
Navigable Streams with 75 foot buffer.



This data was created for use by the East Central Wisconsin Regional Planning Commission Geographic Information System. Any other use/application of this information is the responsibility of the user and such use/application is at their own risk. East Central Wisconsin Regional Planning Commission disclaims all liability regarding fitness of the information for any use other than for East Central Wisconsin Regional Planning Commission business.

PREPARED MAY 2018 BY:
East Central Wisconsin Regional Planning Commission
ECWRPC

Members of the Village Board and Planning Commission thank you for reading this letter and allowing me to discuss some facts about our new development that will ensure High Cliff Golf Course remains strong into the future. For those of you who don't know me, my name is Corey Feller. I am the PGA Professional at High Cliff Golf Course and also a partner in our ownership group. I have worked or been a part of High Cliff for many years, as some of you know. As per our newly signed agreement, which has brought me back to High Cliff this year, I am now the heir apparent to Dan Rippl and Jeff Luniak for Drive Fore Success and want to start a good relationship in this community, as I have in the past. My management style is based on communication and honesty. This project has been in my head for a number of years as an opportunity to secure the financial stability of the course and this project is needed more than ever now.

I have been part of this community since 1978 when my family moved to the 14th hole and we were one of the very few homes in this community. I have seen this community grow and grow and grow every year that I have lived here. I am proud to say I am a friend of the Schnieder family and would say that Frank Schneider, the founder of High Cliff, was like a second father to me. His passion to this golf course and this community was undoubtedly the backbone of his life. Those passions for this golf course and this community were passed on to me from Frank, Warren, DJ, Roy, Jerry and the rest the Schneider family. I give them all immense credit for where I am today.

Although some people have viewed this project negatively like High Cliff is crashing and burning and will not be here much longer. That cannot be further from the truth, IF we act now. High Cliff's business plan is growing and is on track to be very successful, but we cannot sit back and wait for more bad weather and poor golf years to happen. In 2019, High Cliff was voted Best of the Valley for the 7th straight year. In the new event center alone, between company events, weddings and golf outings, we have already scheduled 80+ events for 2020 and there are plenty more to come. Our daily golf play is up when the weather cooperates, our golf outing business is growing and our league play remains solid. However, we cannot continue to live and die by these new weather patterns if we hope to survive long term. The 3 Putt Pub is also heading in the right direction and has been the perfect addition to complement our golf course and is becoming a welcoming place to hang out with friends and family for golfers and neighbors alike. With the addition this summer of Dave and Laura Hopfensburger, formally of the Darboy Club, to run the pub kitchen, the pub is quickly becoming a great place for Friday fish and consistent food quality throughout the week in the summer and Thursdays and Fridays in the winter. I am here to say we are committed to being successful with all aspects of our business, which hopefully through your approval will include the Cottages at High Cliff.

So then you may ask, "Why are we here today?" "Why do we need to do this project?"

As many of you may know by now, we have had record rainfalls the past two years. 2018 gave us 20 inches of snow in late April which delayed our opening until early May. That same year in the heart of our season 11 inches of rain fell in late August halting the golf season at its peak. The 11 inches of rain led to an epic mosquito hatch for the month of September, which I am sure you all remember. Then the season came to an early end with a quick cool down in early October. We generally average about 235 days of being open in a golf season and 2018 gave us 189 golfing days. With hopes of a brighter year in 2019, we were planning on a great season. However, our hopes were drowned with a record amount of rain and cool conditions all year. I cannot even give you a time frame of bad weather because it was simply terrible all year, we have all experienced it. This year our last round of golf was played on October 20th and we generally do not close until about right now. This season ended with less than 180 days of real golfable weather compared to our 235 day average. That's 2 years of fighting mother nature. That's two years of poor weather equaling 10,000+ lost rounds of golf. 10,000 rounds lost due to weather equates to hundreds of thousands of dollars in lost revenue. There is no business in our industry that can absorb that type of lost revenue without making adjustments for the future. Golf is a little different than most businesses. When we lose a day or a portion of the day because it rains, that day is lost forever and we cannot save our inventory for a different day. When it is gone it is gone and we never see that revenue again. It is important to remember that since our ownership group took over this facility every penny of profit has been stuck back into the property. Other ownership groups cannot say that.

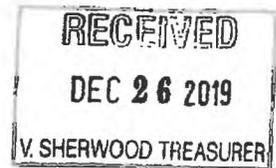
Now obviously you can see from this it does not matter what we do when Mother Nature is against us. There is no making up for that amount of lost revenue which was completely out of our control. Because of this, we have obviously taken a step backwards in our budgets. Are we going bankrupt tomorrow? No! However, Mother Nature gives us no guarantees for the future and we cannot sit on our hands and absorb more bad years from her and expect to survive. As a good business person, you need a plan in place to secure future revenue instead of reacting at the last second in desperation. In conversations with the PGA of America, Golf Course Owners, and multiple bankers, the consensus is a golf facility needs to plan ahead and find other ways to survive because it is becoming very difficult in this area of the country to only be a golf course alone when you are fighting fewer golfers and poor weather. If you're not finding new revenue sources to offset the golf course you're in trouble. Many of my friends who also run golf courses have taken the ultimate fall. Other local friends like Sherwood Forest, Bridgewood, Lakeshore, The Creeks, Branch River and many more have paid the ultimate price and are no longer golf courses because they solely depended on golf and restaurant operations for their revenue. In your packet you will see one particular article that talks about the 31 golf courses that have closed in the 7 counties that make up the Twin Cities area. Madison and Milwaukee city golf courses are also perplexed with how to move on, if they move on as golf course. You can Google golf course closings in almost any city in America and see that the problems are the same. They have all said this project is an ideal situation to allow the golf course to survive into the foreseeable future and wish they had the opportunity to do the same thing. Joe Stadler, the Executive Director of the Wisconsin PGA told me in a letter this week and I quote, "The shortened seasons has made a measurable impact on each golf facilities bottom line. They need to make adjustments in their business models in order to operate." And that is my goal and that is our team's goal. We want High Cliff to be an 18 hole golf course for our lifetime and my hope is that it remains a golf course in to my children's lifetime. This golf course is the heart and soul of this community. Golf courses are closing at an alarming rate and being sold every day for development and farmland. We cannot allow this to happen to this facility. We want to keep it a golf course forever. If we don't plan ahead and protect ourselves from the uncontrollable downturns in this industry and were to go bankrupt, there are no guarantees what the next owner would do with this property putting this village in a huge predicament.

Today I have given you honest facts about our business and this project. The fact is, regardless of rumor, this is a professional project that fits the character of our community and will solidify this facilities financial future. Just to be clear so everyone understands. The purpose of this project is to ensure the financial stability of the golf course, pub and event center as long as it remains a golf course in our control. This isn't something we are buying and selling off then washing our hands of. This project will be an integral part of our operation just as the golf course, pub and event center are. It is my hope that you will approve the re-zoning for our private use development to ensure the future of High Cliff Golf Course. . We respect the opinions and feelings of our neighbors who would have liked to see this project head a different direction or handled a different way. However, we have done everything the village board and planning commission have asked and followed the proper process as set forth by this village, with integrity to make this project happen. We are more than willing to work with the Jacks and the Crists and adjust to their concerns to sign off on the project to allow the 18th hole to be placed in its proper home where it belongs overlooked by the pub, patio and banquet halls, for all to enjoy. We have a new design, which you may have seen. This new design ensures the safety of their children and guarantees that no golfers will ever cross their property line, not even close. This new design will also be a major help to our neighbors on the left side of the new 18 by directing water away from their property to the proper drainage outlets. I appreciate your time in reading my letter today. I am always available for questions or conversations anytime at the course.

Corey Feller

PGA Professional





Village Board & Planning Commission Members,

I'm writing to express my concerns, concerns that are shared by a number of other locals that spend a significant amount of time and money at HCGC (with whom I do not share a common last name), about the HCGC ownership group's business plan and its broad ranging implications to both the future of the golf course and the Village of Sherwood. There seems to be a gap in the discussion, which is referred to throughout this memo as "plan B", that warrants immediate consideration.

First, a little background. The below information was provided to attendees of the November 20, 2019 meeting (for homeowners bordering the course) HCGC ownership group hosted:

- The current 18th hole (500+ yd. par 5) will be turned into a condominium community in order to ensure the future viability of the golf course.
- Plan A, the new 18th hole (400+ yd. par 4), on which construction commenced in the fall, has currently been halted by an injunction due to a lawsuit based on a pair of deed restrictions on bordering lots.
- HCGC has appealed the decision, which will land the parties in court in/around March.
- If the injunction is upheld, plan B is to turn the current 14th hole (~500 yd. par 5) into two holes, a par 3 and short par 4.

If ownership can strike an agreement with their neighbors to get around the deed restrictions or the judge rules in favor of HCGC and they're allowed to complete the new 18th hole as originally planned (or slightly modified), there's little reason for concern for the near or long term health of the course; however, if an agreement is not struck and the judge rules against HCGC, ownership's backup plan is likely a death warrant for the future of the golf course – multiple members of the ownership group have acknowledged it's far from ideal.

At 6200 yards from the back/blue tees, HCGC is already very short for a regulation/championship course.

- Par 72, 6200 yards (currently)
- Par 69, 5700 yards (plan B)

Under plan B, it's no longer a regulation course at all, it becomes a hybrid between a regulation and an executive course which has a handful of undebatable consequences which will hamstring both current and any potential future owners:

- Rates must be lowered in order for the product to remain competitive
- Play will decline; lose the top tier (in terms of caliber of play) of golfers, both members and non-members, as they favor regulation courses

Perhaps of equal significance, under plan B when the current 17th green becomes the 18th green, the course ends nearly 1/2 mile away from the proshop. As a result, HCGC will be limited primarily to front-nine-only walkers, leading to an additional decrease in play/revenue and potentially even leagues. The alternative is to operate a shuttle service, which is unlikely to be financially feasible.

Furthermore, in a small golf community like the Fox Valley, word will spread rapidly about the impractical plan (from a golf perspective) HCGC executed and less people will come or return; there's

simply far too many other local options to attract golfers. Under plan B, the play of the past two years, which has resulted in financial distress, may very well be a good year in the future.

The proposed condominium community will ultimately result in a new, recurring revenue stream from monthly HOA fees as these fees will be structured to include an annual golf pass/membership and maintenance services (grass, snow, etc.) that the HCGC ownership group will provide. A new revenue stream would obviously help finances, but will take years to ramp up; the condo community is predicated on golf course living and, in the interim, if the golf course dies the dynamics of the condo community change dramatically and may very well die also. The proposed community also assumes the real estate market, which has been running hot for a sustained period of time, remains at or near its all-time high in order to secure the proposed price point.

While I applaud the ownership group for exploring alternative revenue streams, they've been very outspoken about the fact that their business plan couldn't withstand two exceptionally poor years, prompting the need to execute the condo plan in order to secure the future viability of the golf course. Herein lies the issue, **the future viability of the golf course and the future viability of their business are unrelated and must be separated** when considering the whether to approve plan B.

High Cliff Golf Course and the banquet facility can absolutely survive on their own. The ownership group's plan B prioritizes the short term survival of their business over the long term survival of the golf course, which is understandable; however, it is not the responsibility of the Village Board to bail out a business plan that likely includes too high of a debt load (from the original purchase of the course, equipment upgrades/replacement, multiple course improvement projects, the purchase of the Supper Club building and its expensive renovation, etc.) to be able to withstand two weather-marred years. It is the Board's responsibility to do what's best for this Village and losing HCGC would be devastating to the community.

Should the injunction on the new 18th hole be upheld, you'll be faced with undoubtedly one the most significant decisions you'll make as a Village Board member. **It would seem like the responsible course of action would be to delay the approval of any plans or rezoning until after the ruling in March,** unless a resolution is reached with the neighbors holding the deed restrictions prior, as once the current 18th hole is rezoned, plan B becomes executable.

Dan Rippl and Jeff Luniak (HCGC's primary owners) seem to be genuinely good people and Corey Feller (HCGC's PGA pro) is a tremendous asset to any course (in addition to being a lifelong, personal friend); nobody can reasonably deny that they've done a respectable job of maintaining and improving the golf course. And while I can appreciate the sentiments of the homeowners on the north side of the 18th hole (my own golf course view has been obstructed, and will soon cease to exist, by the Village's addition of a paved walking trail and a row of evergreens on my lot line), the HCGC ownership group would ideally be empowered to take reasonable measures to secure both the long term viability of their business and the golf course. Plan A accomplishes such, plan B does not.

Jesse Troestler -- 35 year Sherwood resident and HCGC member/passholder

Below are noted provisions referred to in the following letter from the "Redevelopment Agreement" between High Cliff Golf Course (HCGC) and the Village of Sherwood in 2010. This is a legal binding document with provisions that are "Covenant and Running with the Land". This Agreement is on file with the Register of Deeds for Calumet County in Chilton. A copy of this Agreement is enclosed.

1.) page 4, letter b

"The Project Property (HCGC) shall be operated continuously as a golf course (except for seasonal shut-downs) for not less than 25 years." This would last until 2035.

2.) page 7, letter d

This agreement is binding on any current or future owners of HCGC. The Agreement and its "Provisions shall be Covenants running with the land."

3.) page 2, letter d

This Provision gives the Village the right to purchase HCGC under certain circumstances.

My name is Bill Troestler and I am a 37 year resident of the Village of Sherwood. For 36 years I have also been a member of HCGC.

This letter is being written to shed some light on a few rumors and misconceptions regarding HCGC's intent to develop the current 18th hole into 24 or so duplexes.

The first item is that, if the current ownership group is not allowed to proceed with their planned project, the Golf Course will fail and will revert back to the bank. The bank will have "other uses" for the land. This is a thinly veiled threat that the bank will develop the land and we will lose the Golf Course. This is simply not true. Page 7, letter b of the Redevelopment Agreement between HCGC and the Village of Sherwood, clearly states that the land must be operated as a golf course for 25 years or until 2035. The bank also signed this agreement.

The second is that the Golf Course itself will "plow up" the back nine for development. This was very disturbing as this rumor was told to a Village resident by a member of the Village Board. Once again this can't happen until 2035, but it is very concerning that some elected and appointed officials seem unaware of the 2010 Redevelopment Agreement. The limitations this Agreement places on the Golf Course were agreed to in exchange for receiving over \$300,000 in taxpayer funds for an irrigation system.

The third item concerns the ongoing legal battle between HCGC and two of its neighbors regarding the validity of the Covenant Deed Restriction the neighbors have over changing the usage of the land behind their homes.

The Court has decided in favor of the neighbors bringing construction on the new 18th hole on the deed restricted land to a halt. This decision is being appealed by HCGC. If the ruling is upheld in favor of the neighbors, the Golf Course would still look to get a zoning change on the existing 18th hole to begin their plans to build their duplexes. They would then chop the 14th hole into two holes. The end result would be a Par 69, 5,400 yard golf course that would be doomed for failure, most likely within 3 years. Rounds of golf played would diminish quickly, Golf Course income would crater and the Course would soon close. The altered Course would also be virtually unsellable.

(over)

If the proposed housing project was approved, it could also fail as its main selling point is golf course living. Our Village would then be stuck with an unsellable golf course and a doomed housing project. Approval of the HCGC zoning change request simply must be denied.

One final item: Do not confuse the failure of this ownership group with the demise of HCGC. An unaltered golf course will attract a new owner. Please don't risk this Village losing one of its crown jewels.

Say NO to the zoning change. It's not worth the risk.

Bill Troestler

Document Number

REDEVELOPMENT AGREEMENT



Register of Deeds
Calumet County, WI

Received for Record
Date: 5/22/10 9:38
Shirley Gregory

Recording Area

Name and Return Address

Mr. Randy Friday
Village of Sherwood
P.O. Box 279
Sherwood, Wisconsin 54169

ENVELOPE

See EXHIBIT A

Parcel Identification Number (PIN)

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "~~agreement~~") is dated as of May 6, 2010, by and between the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin village (the "Village") and HIGH CLIFF GOLF COURSE, INC., a Wisconsin corporation ("Redeveloper").

RECITALS:

A. Redeveloper owns and/or operates certain property located in the Village of Shenwood, Calumet County, Wisconsin and further described on Exhibit A (the "Project Property").

B. The Project Property is located within the Village's Tax Incremental District No. One ("TID No. 1"). The Community Development Authority of the Village (the "CDA") has, by its Resolution No. 2004-18 adopted on June 7, 2004, found and determined the Project Property to be "blighted property" within the meaning of Section 66.1333(2m)(bm) of the Wisconsin Statutes.

C. Redeveloper has proposed the redevelopment of the Project Property as described in this Agreement, to enable the use or continued use of the Project Property for golf course and related purposes.

D. The Village has proposed assisting the redevelopment of the Project Property as described in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the matters recited above, the mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Redevelopment Obligations. Redeveloper covenants and agrees as follows:

(a) Irrigation Improvements. Redeveloper will arrange for and execute contracts with contractors and suppliers bonded and insured in an amount not less than \$2,000,000 and otherwise reasonably acceptable to the Village Engineer or its designee (each, a "Contractor" and collectively, the "Contractors") to construct and supply materials for the improvements described on Exhibit B (the "Irrigation Improvements"), pursuant to plans and specifications approved by the Village Engineer or its designee prior to commencement of the Irrigation Improvements. Redeveloper shall direct the Contractors to complete the Irrigation Improvements in a good and workmanlike manner. Payments to be made to the Contractors for their work on the Irrigation Improvements will be made in accordance with Section 2 hereof.

(b) • Easements to the Village. Upon execution of this Agreement, Redeveloper will grant (or cause to be granted) to the Village the following easements, pursuant in each case to an easement agreement satisfactory in form and substance to the Village: (1) storm water interceptor and discharge easements and a discharge pipe

easement across fairways 1 and 9 and the driving range in locations as generally depicted on Exhibit C-1 (the "Storm Water Easements"); (2) 50-foot wide trail easements in locations as generally depicted on Exhibit C-2 (the "Trail Easements"); (3) a blanket cross-country ski trail easement over the Project Property (the "Cross-Country Ski Easement"); and (4) blanket easements for access to and from and for the use of portions of the Project Property consisting of two separate parcels totaling approximately 2.1 acres in area (the "Woodland Parcels"), which Woodland Parcels are generally depicted on Exhibit C-3 (the easements herein granted being the "Woodland Easements" and, together with the Storm Water Easements, the Trail Easements and the Cross-Country Ski Easement, the "Easements"). The final locations of the Easements shall be determined by the Village President in consultation with the Village Engineer, and the Village shall obtain any surveys necessary or convenient to the conveyance to the Village of the Easements.

(c) Conveyance of Woodland Parcels. Upon the repayment in full of that certain loan in the original principal amount of \$74,594.99 (the "Loan") made to Redeveloper by its lender, Community First Credit Union, or its successors or assigns ("Lender"), evidenced by that certain promissory note or other agreement, No. 992774.26, dated May 1, 2009, and secured by that certain Mortgage dated May 1, 2009, and recorded in the Office of the Register of Deeds for Calumet County on June 29, 2009, as Document No. 443236, proof of which repayment shall be provided to the Village within 10 business days after it is made, Redeveloper shall convey to the Village the Woodland Parcels upon the terms and conditions set forth in Exhibit D. Redeveloper shall give notice to the Village in the event that Redeveloper defaults in making any required payment on the Loan or in performing any of its obligations with respect thereto, whereupon the Village shall have the right, but not the obligation, to cure such default on behalf of Redeveloper. Redeveloper shall repay to the Village any amounts expended by the Village in curing such default, which repayment shall be on terms and conditions reasonably acceptable to Redeveloper and the Village.

(d) Option to Purchase Project Property. Redeveloper hereby grants the Village an option to purchase the Project Property at fair market value, as reasonably determined by an appraiser selected by the Village, upon similar terms and conditions to those set forth in Exhibit D (the "Option"); provided, however, that the Option shall be exercisable only if Redeveloper or any of its successors or assigns cease to use the Project Property for golf course purposes for a period of 12 consecutive months. Redeveloper shall give notice to the Village of any such plans to cease its golf course operations within 10 business days of such decision.

(e) Due Diligence Materials. Upon or prior to execution of this Agreement, Redeveloper shall have delivered to the Village or the Village shall have otherwise obtained (i) evidence reasonably acceptable to the Village that Redeveloper owns fee simple title to the Project Property, (ii) consent and, if possible, subordination agreement(s) satisfactory in form and substance to the Village from Lender or any mortgagees holding a mortgage on any portion of the Project Property, (iii) a certified copy of the resolution(s) adopted by the board of directors of Redeveloper authorizing the execution and delivery of this Agreement and the actions and additional instruments

contemplated hereby, and (iv) any other agreements, approvals, consents, or other materials deemed by the Village to be reasonably necessary or convenient to the fulfillment of the obligations of the parties to this Agreement.

2. Grant.

(a) Grant Amount. The Village will contribute (or cause to be contributed) to Redeveloper, as a contribution and grant, an amount (the "Grant") equal to the actual and reasonable costs of completing the Irrigation Improvements (the "Project Costs"), in one or more installments as provided for herein, provided that, in all events, the maximum aggregate amount of the Grant will not exceed \$349,000, or such higher amount as the Village shall expressly authorize in writing subsequent to the date hereof. The parties acknowledge that the Village will fund the Grant with tax increment proceeds previously allocated to the Village for TID No. I and available for payment of project costs in connection therewith (the "TIF Proceeds"). Costs incurred by the Village in connection with this Agreement and the implementation hereof, including without limitation payments for legal fees, land surveying and engineering on behalf of the Village, shall be borne by the Village and may be paid out of TIF Proceeds directly by the Village to the parties to whom such payments are owed.

(b) Disbursement of the Grant.

(i) Initial Payment. Upon approval of the plans for the Irrigation Improvements by the Village Engineer or its designee, and the provision by Redeveloper to the Village of a statement from the Contractors estimating the total Project Costs, a portion of the Grant equal to one-third (1/3) of such estimated Project Costs (the "Initial Payment") will be disbursed to Redeveloper. Redeveloper shall be obligated to pay the Contractors out of such Initial Payment amount.

(ii) Remaining Payment. Upon substantial completion of the Irrigation Improvements, as reasonably determined by the Village Engineer or its designee, Redeveloper shall deliver to the Village the following documents, each of which shall be reasonably satisfactory to the Village in form and substance: (1) a statement setting forth each Contractor that has conducted work on or provided materials for the Irrigation Improvements and the amount to be paid to each (the "Final Payment Request"), (2) waivers of lien from each such Contractor; and (3) such other supporting documentation as the Village or its designee may reasonably request. Upon the Village's approval of the foregoing, a portion of the Grant equal to the aggregate amount set forth in the Final Payment Request shall be disbursed to Redeveloper; provided, however, that the aggregate amount paid by to the Contractors for all work done on and materials supplied for the Irrigation Improvements shall not exceed the amount of the Grant. Redeveloper shall be obligated to pay the Contractors the amount set forth in the Final Payment Request.

3. Easement(s) for Irrigation System Main. To the extent necessary for the completion of the Irrigation Improvements, the Village hereby agrees that it will grant one or more easements to Redeveloper over property owned by the Village for purposes of installing an irrigation system main, pursuant to one or more easement agreements reasonably satisfactory in form and substance to the Village. The location(s) of the easement(s) will be determined by the Village Engineer or its designee in consultation with Redeveloper.

4. Continuing Obligations of Redeveloper. Redeveloper further covenants and agrees as follows:

(a) Fee Concession. To further enhance the amount of play at High Cliff Golf Course and further confer public benefit to the redevelopment project, Redeveloper will provide the fee concession benefit set forth in Exhibit E attached hereto.

(b) Operation of Project Property. The Project Property shall be operated continuously as a golf course (except for seasonal shutdowns) for not less than twentyfive (25) years from the date hereof.

(c) Access. The Village and its agents may enter upon the Project Property at reasonable times for the purpose of conducting or obtaining surveys, tests, and other investigations and inspections of the Irrigation Improvements, the easements described herein, or any other matters relating to this Agreement. Nothing herein shall limit or restrict the rights of the Village or any other party for entry, access, or inspection under applicable statutes, regulations, codes, ordinances, or other laws.

(d) Payment of Lender Costs. Redeveloper shall be responsible for the payment to Lender of any costs and fees, including without limitation any legal fees, incurred by Lender in connection with its consideration and review of this Agreement (the "Lender Costs").

(e) Indemnification. Redeveloper will indemnify, hold harmless, and defend the Village from and against any and all claims, liabilities, damages, costs, and expenses arising from or in connection with (1) the presence of any hazardous or regulated substances or structures at the Project Property or the Woodland Parcels, except to the extent such substances or structures are first introduced to the Project Property or the Woodland Parcels by the Village; (2) loss of life or injury to persons or property arising from or in connection with the installation, completion, or operation of the Irrigation Improvements, any activities or operations at the Project Property or the Woodland Parcels, or otherwise occurring at or about the Project Property or the Woodland Parcels, except to the extent caused by the gross negligence or willful misconduct of the Village; (3) Redeveloper's or the Contractors' failure to successfully complete the Irrigation Improvements in accordance with this Agreement; and/or (4) the Lender Costs.

(f) Insurance. Redeveloper will maintain or cause to be maintained customary and reasonable property, liability, and builder's risk insurance coverages, and contractual liability insurance coverage for all indemnities provided by Redeveloper to

the Village hereunder, and will deliver certificates or other evidence thereof from time to time to the Village Engineer.

(g) Encumbrances. Redeveloper will not grant, make, or permit any mortgages, liens, or other encumbrances affecting the Project Property or any part thereof without in each case the prior written consent of the Village.

(h) Good Order. Redeveloper will keep and maintain the Project Property in good order, condition, and repair.

(i) Compliance with Laws. The Irrigation Improvements shall be installed, completed, and operated and all other actions hereunder shall be taken in full compliance with all applicable statutes, regulations, codes, ordinances, and other laws.

(j) Representations, Warranties, and Waivers. Redeveloper represents and warrants that no party other than Redeveloper owns, operates, or occupies the Project Property, the Woodland Parcels, or any part thereof. Redeveloper hereby waives irrevocably any and all rights that it (or any party controlled by or claiming by, through, or under it) may have to recover (i) additional compensation for the Village's acquisition of the property interests described herein, (ii) relocation payments, services, and other benefits, and (iii) any similar payments and amounts; whether under Chapter 32 of the Wisconsin Statutes, any regulations issued thereunder, or otherwise. Redeveloper further certifies, represents, and warrants that the property interests granted and to be granted by Redeveloper hereunder are being granted voluntarily, and not pursuant to, in lieu of, or under threat of condemnation, eminent domain, or any similar power or authority. The undersigned officers of Redeveloper represent and warrant that they have full right, power, and authority to enter into this Agreement for and on behalf of Redeveloper.

(k) Further Assurances. Redeveloper will execute and deliver such additional agreements and instruments, and will take such further actions as the Village may reasonably request from time to time in order to confirm, effectuate, or give further force or effect to the matters described herein.

5. Construction and Findings.

(a) Construction of Agreement. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the Village and CDA, including but not limited to their powers under Sections 66.1105, 66.1333, and 66.1335 of the Wisconsin Statutes, to achieve its intended purpose. Reference is made to Chapter 105, Laws of 1975 4 and Sections 66.1333(17) and 66.1335(7) of the Wisconsin Statutes, which provide that Sections 66.1105, 66.1333, and 66.1335 of the Wisconsin Statutes should be construed liberally to effectuate their purposes.

(b) Findings. The Village makes the following additional findings and declarations:

(i) The payments described herein are necessary and convenient to the implementation of the TID No. 1 project plan, and this



Agreement is necessary and convenient to implement the provisions and effectuate the purposes of such plan.

(ii) The payments described herein are project costs within the meaning of Section 66.1105 of the Wisconsin Statutes in multiple respects. First, they are a contribution made under Sections 66.1333(5)(c) and (13) of the Wisconsin Statutes for the purpose of carrying on development and assisting a development project in connection with the implementation of the TID No. I project plan. Second, they are payments that are necessary and convenient to the implementation of the TID No. I project plan. Third, they reimburse project costs that are valid project costs under 66.1105 of the Wisconsin Statutes, as set forth in the TID No. I project plan.

(iii) The payments and actions described herein serve a public purpose by eliminating and preventing blighted conditions; inducing appropriate redevelopment of the Project Property and encouraging appropriate development of nearby property; providing for the acquisition by the Village of necessary lands and interests in land; facilitating the installation of necessary public utilities; improving recreation areas and enhancing public access to such areas; and enhancing safety at public rights-of-way at and near such areas,

(iv) This Agreement is a contract for professional redevelopment services by Redeveloper.

(v) This Agreement is a development agreement for purposes of Section 66.2105 of the Wisconsin Statutes.

6. Miscellaneous.

(a) Survival. All obligations of the parties hereunder, and the terms and provisions of this Agreement and the additional instruments executed, delivered, and recorded in connection herewith, will survive all actions and events contemplated by this Agreement, and without limiting the generality of the foregoing, will survive the execution, delivery, and recording of this Agreement and such additional instruments.

(b) Recording. This Agreement shall be recorded in the public land records of Calumet County.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be a single instrument.

(d) Successors and Assigns. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns. This Agreement and

the agreements, terms, and provisions herein shall be "covenants running with the land" with respect to the Project Property. The foregoing notwithstanding, Redeveloper may not assign its rights or benefits under this Agreement, whether voluntarily, by operation of law, or otherwise,

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without in each case the prior written consent of the Village; and the rights and benefits of Redeveloper hereunder are solely for the benefit of Redeveloper named herein and no other party or parties.

(e) Severability. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

(O) Joint and Several Liability. If Redeveloper is more than one party, then each such party and all such parties shall be jointly and severally liable and responsible for the obligations, covenants, agreements, and liabilities of Redeveloper hereunder.

(g) Notices. All notices, demands, certificates, or other communications under this Agreement shall be in writing. They shall be deemed given (1) when hand delivered to the address below, (2) when transmitted by facsimile to the number below with electronic confirmation of receipt, or (3) two business days after being mailed by first-class mail, postage prepaid, to the address below. Any party may, by written notice to the other parties, designate a change of address for these purposes,

If to the Village:

Village of Sherwood
Attention: Village Clerk
P.O. Box 279
W489 Clifton Road
Sherwood, Wisconsin 54169-0279
Facsimile: (920) 989-4084
Telephone: (920) 989-1589 If

to Redeveloper:

High Cliff Golf Course, Inc.
Attention: Kris Vemuri
W5055 Golf Course Road
Sherwood, Wisconsin 54169
Facsimile: (920) 989-1046

Telephone: (920) 989-1045

(h) Approvals. Redeveloper acknowledges that the obligations of the Village hereunder may require approvals from the Village Plan Commission or the Village Board, as well as from governmental bodies external to the Village, some of which approvals may require public hearings or other legal proceedings as conditions precedent.

The obligations of the Village hereunder are conditioned upon the Village obtaining all necessary approvals in the manner provided by law. The Village cannot assure that all such approvals will be obtained; however, Village staff will use all good faith, reasonable, and legal efforts to obtain such approvals on a prompt and timely basis. The obligations of the Village are also conditioned upon Redeveloper's full and timely performance of all of Redeveloper's obligations hereunder:

(i) Consent. Whenever in this Agreement the consent or approval of any party is required or the discretion of any party may be exercised, such consent shall not be unreasonably withheld, conditioned, or delayed, and any such discretion shall be exercised in good faith and in a commercially reasonable manner.

(j) No Discrimination. No portion of the Irrigation Improvements shall be undertaken in a manner to permit discrimination or restriction on any basis prohibited by applicable law, and the Project Property shall be operated in compliance with all applicable statutes, regulations, codes, ordinances, and other laws relating to discrimination. Pursuant to Section 56.1333(3)(e)2 of the Wisconsin Statutes, persons otherwise entitled to any right, benefit, facility, or privilege under this Agreement may not be denied the right, benefit, facility, or privilege in any manner for any purpose nor be discriminated against because of sex, race, color, creed, sexual orientation, or national origin.

(k) Village Rights. Nothing herein shall limit or restrict the rights and remedies of the Village at law, in equity, or otherwise.

[SIGNATURE PAGES FOLLOW THIS PAGE.]

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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first set forth above.

Village:

VILLAGE OF SHERWOOD, WISCONSIN

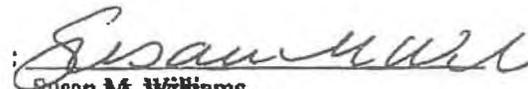
By:



Name: David C. Miller

Title: Village President

Attest:
Name.


Susan M. Williams

Title: Village Clerk

STATE OF WISCONSIN

County OF CALUMET

This instrument was acknowledged before me on May C, 2010, by David C. Miller and Susan M. Williams, as Village President and Village Clerk, respectively, of VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin village.

[NOTARY PUBLIC]



[Signature]

Name printed: DE MAXYMEK

Notary Public, State of Wisconsin

My Commission: Exp 6-26-2011

Redeveloper:

HIGH CLIFF GOLF COURSE, INC., a Wisconsin corporation

[Signature]

By

Name: Krishna P. Vemuri

Title: President

STATE OF WISCONSIN

) ss.

COUNTY OF CALUMET

This instrument was acknowledged before me on May A, 2010, by Krishna P.

[Signature]
Name printed: DE MAXYMEK



Vemuri, as Presidents of HIGH CLIFF GOLF COURSE, INC., a Wisconsin corporation.

Notary Public, State of Wisconsin My Commission:

Exp 6-26-2011

This instrument was drafted by David N. Farwell of Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306.

MLW 9252485.6

CONSENT

The undersigned, Lender, is a mortgagee of the Project Property under certain mortgages recorded in the Office of the Register of Deeds for Calumet County, Wisconsin, as Document No. 436794 and Document No. 443236, respectively (the "Mortgages").

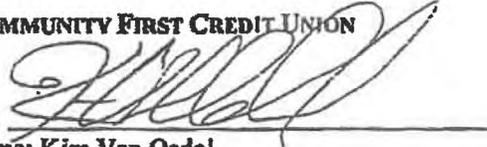
Lender hereby consents to the execution and delivery by Redeveloper of this Agreement and the agreements and instruments described herein (including without limitation the easements described herein), and consents to the recording of this Agreement in the public records of Calumet County. This consent does not constitute an acknowledgment by Lender that any of the terms and conditions of this Agreement are binding upon it except as hereinafter stated.

Upon payment in full of the Loan, Lender hereby agrees that it will (i) execute and deliver to the Village such documents and take such actions necessary or convenient to release the lien of the Mortgages from the Woodland Parcels, and (ii) execute and deliver to the Village a nondisturbance agreement, in recordable form reasonably satisfactory to Lender and the Village, agreeing not to disturb the Village's interests described in the Trail Easements.

The provisions of this Consent shall be binding upon Lender and its successors and assigns.

LENDER:

COMMUNITY FIRST CREDIT UNION

By: 

Name: Kim Van Osdol

Name: Kim Van

Osdol

Title: Senior Vice President — Business Services

STATE OF WISCONSIN

COUNTY OF Calumet)

This instrument was acknowledged before me on May 9, 2010, by Kim Van Osdol, as Senior Vice President — Business Services of COMMUNITY FIRST CREDIT UNION.

[NOTARIAL SEAL]



Lori A. Voight

Name printed: Lori A. Voight

Notary Public, State of Wisconsin
My Commission: q

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EXHIBIT A
TO
REDEVELOPMENT AGREEMENT

Description of Project Property

SEE ATTACHED.

MILW 9252485.6

EXHIBIT D
TO
REDEVELOPMENT AGREEMENT

Conveyance of the Woodland Parcels

Depiction of the Woodland Parcels: See Exhibit C-3.

Terms and Conditions of the Conveyance of the Woodland Parcels:

Pursuant to Section I (c) of the Agreement, Redeveloper will convey to Village the Woodland Parcels, upon the following terms and conditions:

1. The consideration for the conveyance of the Woodland Parcels to Village (the "C=age") shall be the agreement of Village to make the Grant upon and subject to the terms and conditions of the Redevelopment Agreement, and no other consideration shall be necessary.
2. There shall be no earnest money for the Conveyance.
3. Customary prorations of (or credits for) rents, real estate taxes, private or municipal charges, or other income, taxes, or expenses shall be made at closing.
4. Redeveloper shall convey the Woodland Parcels to Village by general warranty deed.
5. At the time of the Conveyance, Redeveloper shall represent and warrant to Village, which representations and warranties will survive the Conveyance, as follows:
 - A. There is no existing or to Redeveloper's knowledge any pending or threatened litigation, suit, action or proceeding before any court or administrative agency which has or may create a lien upon the Woodland Parcels which will not be cleared by Redeveloper at or prior to the date of the Conveyance.
 - B. To Redeveloper's knowledge, there are no existing pending or threatened condemnation proceedings affecting any portion of the Woodland Parcels.
 - c. Redeveloper is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1990 (the "IRC"), as amended. At the date of Conveyance, and as a condition thereto, Redeveloper shall furnish to Village an affidavit, in form and substance acceptable to Village, signed under penalty of perjury and containing Redeveloper's U.S. taxpayer identification number, to the effect that Redeveloper is not a foreign person within the meaning of Section 14450 of the IRC.
 - D. Redeveloper has good right, title and authority to convey title to the Woodland Parcels in the manner called for hereunder; the individual executing the Conveyance documents has been duly authorized and empowered to so act on behalf of Redeveloper.
 - E. To Redeveloper's knowledge, the Woodland Parcels has never been used as a dump or industrial waste disposal area; the Woodland Parcels is in compliance with all federal, state and local (including local sewerage district) laws,

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rules, regulations, ordinances, codes and orders governing, establishing, limiting or otherwise affecting the discharge or disposal of air pollutants, water pollutants, processed waste water or solid, hazardous or toxic wastes; there are no pending or threatened actions or proceedings against the Redeveloper or the Woodland Parcels with regard to the foregoing by the local municipality, the local sewerage district, the Wisconsin Department of Natural Resources, the U.S. Environmental Protection Agency or any other governmental entity, and there is no basis for any such action or proceeding; no solid or hazardous waste has been disposed of or stored on the Woodland Parcels during any time that the Redeveloper owned the Woodland Parcels, any such wastes having been properly hauled from the Woodland Parcels; Redeveloper has no notice or knowledge of any solid, toxic or hazardous wastes having ever been disposed of or stored on the Woodland Parcels; and there is no urea formaldehyde insulation or asbestos on the Woodland Parcels.

6. Village may, at its own cost and expense, obtain evidence of title in the form of an owner's policy of title insurance in the amount of the fair market value of the Woodland Parcels on a current ALTA form (the "Title Policy"), issued by a title insurer selected by Village and licensed to write title insurance in the State of Wisconsin (the "Title Company"), and insuring Village in fee simple title to the Woodland Parcels free and clear of all mortgage, liens, and other similar encumbrances except those reasonably deemed acceptable to Village. Without limiting the generality of the foregoing, Redeveloper will obtain and record (or cause to be recorded) any partial satisfactions of mortgage necessary to remove the lien of any mortgage affecting the Woodland Parcels. Redeveloper will also provide any and all resolutions, customary affidavits, and other documents required from Redeveloper by the Title Company in connection with the issuance of the Title Policy.
7. Village may, at its own cost and expense, conduct and/or have prepared inspections, surveys, tests and other investigations of the Woodland Parcels (collectively, the "Investigations"), including without limitation a Phase I environmental audit, and Redeveloper will allow reasonable access to Village's engineers, surveyors, environmental consultants, inspectors, employees, and contractors (collectively, the "Investigation Parties") for the purpose of conducting the Investigations, the results of which Investigations shall be reasonably satisfactory to Village. Village will indemnify and hold harmless Redeveloper from and against any damages arising from the actions or omissions of Village or the Investigation Parties with respect to the Investigations.
8. To the extent required by applicable law, Village will, at its own cost and expense, arrange for and obtain a Certified Survey Map or similar land division approvals and/or will arrange to have the Woodland Parcels surveyed so as to separate it from the Project Property.
9. Closing will occur on the date specified in Section 1 (c), or on another date agreed upon by Village and Redeveloper, via escrow delivery of closing documents to the Title Company, The Woodland Easements shall be terminated as of the date of the Conveyance.
10. All costs incurred in connection with the Conveyance, including without limitation any real estate transfer or recording fees, will be paid for by Village.

EXHIBIT E
TO
REDEVELOPMENT AGREEMENT

Fee Concession

Redeveloper shall provide Village residents with a ten percent (10%) reduction in fees for the use of High Cliff Golf Course; provided, however, that such reduced fees shall not be less than those offered by local competitors (e.g., Sherwood Forest Golf Course).

EXHIBIT C-3
TO
REDEVELOPMENT AGREEMENT

General Location of Woodland Parcels Affected by Woodland Easements

SEE ATTACHED

LEGAL DESCRIPTION

Real property in the Village of Sherwood, County of Calumet, State of Wisconsin, and is described as follows:

TM ID.: {Location Ids: 13425 and 13389 and 13444 and 13446 and 13447 and 13448 and 13643 and 13677 and 13970 and 14193 and 13419 and 13648 and 13628 and 13440 and 25324
PARCEL A

Unit 100, together with said units undivided appurtenant interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in "HIGH RISE VILLAS A CONDOMINIUM" - Phase I. A condominium declared and existing under and by virtue of the Unit Ownership Act of the State of Wisconsin. The Declaration declaring said Condominium has been recorded in the Office of the Register of Deeds for Calumet County, Wisconsin on the 30th day of August, 1985 in Jacket 646, Image 40, as Document No. 179056. Said Condominium is located on real estate described in said declaration and reference to said Condominium Declaration recorded above is incorporated by reference for the purpose of identifying the land affected thereby.

Easement for the benefit of Parcel A as created by deed from High Rise Limited Partnership of Wisconsin f/k/a High Rise Ltd. and Mr. J. J. Investors, a Wisconsin partnership consisting of James J. Salm, Roman Salm Jr., Darwin L. Matz, and Gregory Hanegraf to High Rise Resorts

Limited Partnership, dated Jan. 31, 1986 and recorded Feb. 4, 1986 in Jacket 715, Image 53, as Document No. 181279 for ingress and egress, under and across the following parcels, to-wit;

A parcel located in the South Half of the Southeast Quarter of Section 25, Township 20 North, Range 18 East, Village of Sherwood, Calumet County, Wisconsin, 6 foot utility and access easement tying formerly and partially with one following described lines;

Commencing at the Southwest corner of the Southeast 1/4 of said Section; thence North 00° 18' 41" East, along the West line of Southeast 1/4 of said Section, 501.02 feet thence South 89° 33' 49" East, 781.49 feet; thence Southwesterly and Easterly, along the arc of a 545.00 foot radius curve to the right, having a central angle of 22° 18' 54" at-E whose chord bears South 78° 24' 22" East 210.92 feet to the intersection of the centerline of Golf course Road and State Park Road; thence along the centerline of Golf course Road the following bearings and distances: Northerly and on the arc of a 400.00 foot radius curve to the left, having a central angle of 54° 23' 33" and whose chord bears North 01° 06' 49.5" West, 365.63 feet; Northerly and Westerly, on arc of a 800.00 foot radius curve to the right, having a central angle of 07° 26' 32" and whose chord bears North 24° 35' 20" West 103.84 feet to the point of beginning; thence North 57° 30' 21" East, 151.22 feet; thence South 63° 25' 39" East, 140.00 feet to the point of termination of the easement and northerly line of the Pro Shop parcel, which bears North 8° 50' 51" East.

AND

A parcel of land located in the South 1/2 of Southeast 1/4 of Section Twenty-Ave (25), Township Twenty (20) North, Range Eighteen (18) East, Village of Sherwood, Calumet County, Wisconsin, 13 foot utility and access easement lying southerly and parallel with the following described lines:

Commencing at the Southeast corner of the Southeast 1/4 of said Section; thence North 00° 18' 41" East, along the West line of the Southeast 1/4 of said Section 501.02 feet; thence South 89° 33' 49" East, 781.49 feet; thence Southwesterly and Easterly, along the arc of a 545.00 foot radius curve to the right, having a central angle of 22° 18' 54" and whose chord bears South 78° 24' 22" East, 210.92 feet to the intersection of the centerline of Golf Course Road and State Park Road; thence, along the centerline of Golf Course Road the following bearings and distances: Northerly and Westerly, on the arc of a 400.00 foot radius curve to the left, having a central angle of 54° 23' 33" and whose chord bears North 01° 06' 49.5" West, 365.63 feet; Northerly and Westerly, on the arc of a 800.00 foot radius curve to the right, having a central angle of 07° 26' 32" and whose chord bears North 24° 35' 20" West, 103.84 feet to the point of beginning; thence North 57° 30' 21" East, 151.22 feet; thence South 63° 25' 39" East, 140.00 feet to the point of termination of easement and the Westerly line of the Pro Shop parcel, which bears North 01° 09' West.

PARCEL B

Rear 9 holes of High Cliff Golf Course

A parcel of land located in the Southeast 1/4 of Section 25, the Northeast 1/4 of Section 36, Township 20 North, Range 18 East in the Southeast 1/4 of Section 30, Northwest 1/4 of the Northwest 2/4 of Section 31, Township 20 North, Range 19 East, all in the Village of Sherwood, Calumet County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Section 31; Thence S44°45'49" East 264.70 feet to the point of beginning;

thence continuing S43°35'56"E, along the Westerly line extended of said Lot 21, High Cliff Recreation Village Plat 1, 314.78 feet;

Thence S37° 17'32"W, 388.65 feet; Thence

N43°43'34"W, 60.00 feet;

Thence S44° 25'34"W, 1808.91 feet;

Thence S40°25'39"W, 119.65 feet;

Thence S59°49'59"W, 305.81 feet to a point on the Westerly right-of-way line of an abandoned railroad;

Thence N35°27'04"W, parallel with the centerline and 203.90 feet normally distant Northwest of the centerline of Menasha Road, 220.00 feet;

Thence S54°28'00"W, 37.40 feet;

Thence N35°27'04"W, parallel with the Menasha Road, 245.00 feet to the Northwest corner of the right-of-way of a platted street, street is located between Block 1 and 2 of the plat of the Village of High Cliff, said point also being on the Northeast corner of the Southmost line of Lot 1, Block 2 of High Cliff;

Thence N18°23'21"W, 257.92 feet;

Thence N36° 05'09"E, 575.68 feet;

Thence N42°32'51"W, 155.00 feet to the centerline of Spring Hill Road and centerline of Spring Hill Drive;

Thence N47°27'09"E, along the centerline of said Spring Hill Drive, 215.00 feet;

Thence S43°43'34"E, 100.00 feet;

Thence N47°27'09"E, parallel with the centerline of said Spring Hill Drive, 100.00 feet

Thence N43°43'34"W, 111.04 feet to the Southeast corner of State Park Road;

Thence Northward and Easterly on the arc of a 1166.39 foot radius curve to the left and along the Southeast right-of-way line of said State Park Road, having a central angle of 40°07'34" and whose chord bears N31°21'S3'E, 800.27 feet;

Thence N08°56'44"W, continuing along the centerline of said State Park Road, 39.08 feet;

thence Northerly and Westerly continuing along the Easterly line of said State Park Road and on the arc of a 578.00 foot radius curve to the left, having a central angle of 38°57'45" and whose chord bears N26°26'46"W, 385.452 feet;

thence N53°58'38"E, 244.28 feet;

Thence N89°01'33"E, 683.45 feet;

Thence N44°52'21"W, 377.43 feet;

Thence S66°56'38"W, 76.97 feet;

Thence N00°38'21"W, 219.59 feet;

Thence N62°04'57"W, 56.49 feet;

Thence N11°11'14"W, 177.93 feet;

Thence S63°05'23"W, 16.47 feet;

Thence N00°35'18"E, 77.21 feet;

Thence N70°53'58"W, 629.72 feet;

Thence S03°21'02"W, 20.16 feet to the Northwest corner of CSM 1301;

Thence the following courses and distances along the West lines of said CSM;

S09°15'21"E, 195.00 feet;

S00°09'33"E, 143.39 feet;

Thence S71°34'31"W, 70.28 feet;

Thence S21°01'44"E, 60.00 feet to the Northwest corner of Lot 122 of High Cliff Recreation Village Plat Number 3;

Thence the following courses and distances along the perimeter of said plat;

S70°57'37"W, 335.63 feet;

S25°W, 240.00 feet;

S52°15'35"E, 180.00 feet;

S55°33'36"E, 154.43 feet;

N65°40'46"E, 501.84 feet;

Thence along the arc of a 738.35 foot radius curve to the left having a central angle of 05°23'17" and a long chord which bears S31°26'18"E, 69.41 feet;

S47°41'48"W, 417.51 feet;

S42°18'12"E, 105.00 feet to the North right of way line of Spring Hill Drive and the Southwest corner of Lot 137 of said plat; thence S47°41'43"W, 250.51 feet along said North right of way line;

Thence S45°10'28"E, 66.15 to the South right of way line of Spring Hill Drive;

Thence S47°41'48"W, 31.61 feet along said South right of way line;

Thence S44°54'46"E, 375.72 feet;

Thence N46°19'09"E, 29.98 feet to the Southeast corner of Section 25;

Thence N47°18'43"E, 170.74 feet;

Thence N15°29'31"W, 111.17 feet;

Thence N13°11'21"W, 180.55 feet;

Thence N17°52'10"W, 127.85 feet to the South right of way line of Spring Hill Drive

Thence N47°41'48"E, 98.97 feet along said right of way line to the Northwest corner of Lot 138;

Thence S42°18'12"E, 117.38 to the Southwest corner of Lot 138;

Thence S37°26'16"W, 7.40 feet; thence

S39°39'12"E, 220.20 feet;

Thence NS1°07'26"E, 181.54 feet to the West right of way line of Pallsades Trail;

Thence S31°33'12"E, 60.27 feet along said West right of way line;

Thence S51°02'46"W, 111.24 feet along the Northerly line of Lot 3S of High Cliff Recreation Village Plat Number 1;

Thence S34°15'50"W, 66.13 feet;

Thence S33°26'39"E, 146.38 feet;

Thence S29°22'04"W, 179.90 feet;

Thence S48°49'03"W, 154.00 feet

Thence S31°17'08"W, 82.42 feet to the point of beginning.

LESS Lands conveyed to the Village of Sherwood as Document No. 397547

PARCEL C

Front 8 holes of High Cliff Golf Course

A parcel of land located in the Southeast 1/4 and the Southwest 1/4 of Section 25, in the Southwest 1/4 of the Northwest 1/4 and the Southwest 1/4 of Section 30, Township 20 North, Range 19 East* all in the Village of Sherwood, Calumet County, Wisconsin, to wit:

Commencing at the South 1/4 corner of said Section 25; thence N00°19'47.8"E 516.04 feet along center line of Pigeon Road to the point of beginning;

Thence N00°19'47.8"E, 44.10 feet along the centerline of Pigeon Road;

Thence N85°16'00.2"W, to the west right of way line of said Pigeon Road, 33.87 feet;

Thence N85°16'00.2"W, 125.07 feet;

Thence N61°55'19"W, 275.12 feet;

Thence N30°21'08.2"W, 674.37 feet to the North line of lands described in Volume 94 of Deeds Page 651;

Thence N00°19'28.6"W, along the West line of said lands described in Volume 94 of Deeds on Page 651, 815.29 feet more or less to an existing iron pipe;

Thence N84°27'43.5"E, 121.78 feet;

Thence N33°45'19.9"E, 190.00 feet;

Thence S48°01'23.1"E, 706.75 feet to the centerline of Pigeon Road;

Thence S00°19'48.6"E, along the centerline of said Pigeon Road, 130.95 feet;

Thence NS4°09'23.7"E, 900.55 feet;

Thence N06°25'14.2"W, 189.08 feet;

Thence N35°36'16"W, 73.36 feet;

Thence N08°48'15.9"E, 250.39 feet to the North line of the SE1/4 of said Section 25;

Thence S88°05'24.9"E, along the North line of said SE1/4 of Section 25, 1954.45 feet to the Old Northeast section corner of said SE1/4;

Thence S89°22'06.41"E, along the North line of the SW1/4 of said Section 30, 21.11 feet to the East line of Golf Course Road;

Thence N00°32'22"E, along the East line of said Golf Course Road, 20.11 feet;

Thence S09°33'10"E, 10.05 feet;

Thence N0°32'26"E, parallel with the East line of said Golf course Road, 350.75 feet;

Thence N50°00'00"E, 399.29 feet to a point that is 630 feet North of the South line of said NW1/4 and 333 feet East of the West line of said NW1/4; thence N00°44'00"E, parallel west line of said NW1/4, 40.00 feet;

Thence S89°22'10.4"E, parallel with the South line of the NW 1/4 of said Section 30, 806.10 feet to the East line of the SW1/4 of the NW1/4 of said Section;

Thence S1°04'15.3"W, along the East line of the SW 1/4 of the NW1/4 of said Section 30, 670.00 feet to the Southeast corner of said SW1/4 of NW1/4;

Thence S89°22'10"E, along the North line of the NE1/4 of the SW1/4 of said Section 30, 154.56 feet;

Thence S1°05'27"W, parallel with the West line of the NE1/4 of the SW1/4 of said Section 30, 481.59 feet, as measured along a line that is parallel with the West line of said NE1/4 of the SW1/4;

Thence S43°18'03"W, 128.34 feet;

Thence S78°47'31"W, 550.36 feet to the Northeast corner of Lot 57 of High Cliff Recreation Village Plat No. 2;

Thence N83°36'10"W, along the North line of said Lot 57, 195.71 feet to the Northeast corner of Lot 58, High Cliff Recreation Village Plat No. 2;

Thence S87°25'33"W, along the line of said Lot 58, 155.00 feet to the Northeast corner of Lot 59, High Cliff Recreation Village Plat No. 2;

Thence N81°16'47.8"W, 147.27 feet to the Northeast corner of said Lot 63;

Thence S89°48'48"W, along the North line of said Lot 63, 209.48 feet to the Easterly line of Palisades Trail;

Thence North and West, along the Easterly line of said Palisades Trail and on the arc of a

763.46 foot radius curve to the left, having a central angle of 02°07'43" and whose chord bears N26°01'00"W, 28.36 feet;

Thence along the lines of Certified Survey Maps 673 and 1367 the following courses:

NB9°48'03"E, 113.79 feet;

S22°44'E, 90.43 feet;

N23°36'15"E, 196.33 feet to the Southeast corner of Lot 97 of High Cliff Recreation Village Plat No. 2;

Thence along boundary of a part of said High Cliff Recreation Village Plat No. 2, the following bearings and distances:

S83° 13'36"E, 256.14 feet;
 S70°34'33"E, 195.00 feet;
 S75°03'11"E, 190.00 feet;
 N48° 11'32"E, 235.00 feet;
 N05°56'32"W, 202.28 feet;
 N45°02'21"W, 150.00 feet;
 N07°00'10"E, 321.53 feet;
 N20°58'40"W, 227.02 feet;
 0°02"W, 187.52 feet;
 S56°08'50"W, 273.32 feet;
 S69°00'38"E, 29.60 feet;
 Thence S48° 53'54"W, 388.04 feet;
 Thence N84° 09'33"W, 68.00 feet to the East line of Golf Course Road;
 Thence S00°32'26"W, along the East line of said Golf Course Road, 20.11 feet to the South line of the SE1/4 of the NW1/4 of Section 30;
 Thence N88°35'20"W, along the North line of the NE1/4 of the SE1/4 of said Section 25, 54.11 feet to the West line of said Golf Course Road;
 Thence S0°41'03"W, along the West line of said Golf Course Road, 195.75 feet;
 Thence Southerly and Westerly, along the Westerly line of said Golf Course Road and on arc of a 407.00 foot radius curve to right having a central angle of 13°41'36" and whose chord bears S07°31'43"W, 97.04 feet;
 Thence S86° 15'41"W, 947.14 feet; thence S66° 39'24"W, 220.00 feet to Easterly line of Meadowcliff Estates;
 Thence N00°52'34"W, along the Easterly line of said Meadowcliff Estates, 310.70 feet;
 Thence N66° 31'34"W, along the Northerly line of said Meadowcliff Estates, 138.28 feet;
 Thence S81° 06'26"W, continuing along the Northerly line of said Meadowcliff Estates, 186.80 feet to the Easterly line of Meadowcliff Drive;
 Thence N24°00'25"W, along the Easterly line of said Meadowcliff Drive, 171.55 feet to the North line of the NW1/4 of the SE1/4 of said Section 25;
 Thence N88° 05'20"W, along the North line of said NW1/4 of the SE1/4, 73.83 feet to the Westerly line of said Meadowcliff Drive;
 Thence S24°02'38"E, along the Westerly line of said Meadowcliff Drive, 185.92 feet;
 Thence S81° 05'21"W, along the Northerly line of said Meadowcliff Estates, 843.9 feet;
 Thence S03°50'28"W, along the Westerly line of Meadowcliff Estates, 370.26 feet;
 Thence S22°08'56"W, continuing along the Westerly line of said Meadowcliff Estates, 259.39 feet;
 Thence N39°42'50"W, 39.00 feet;

-mence S61°09'S6"W, 504.09 feet;

Thence S68°52'26"W, 436.30 feet to the West line of the SE1/4 of said Section 25;

Thence N00°19'48"E along the West line of said SE1/4, 32.10 feet;

-n. enæ N62°42'37"W, 332.61 feet;

Thence N42°24'43"W, 241.85 feet;

Thence S26°16'07"W, 87.53 feet;

Thence S25°11'13"E, 137.55 feet;

Thence S21°13'37"W, 182.10 feet;

Thence S22°34'23"E, 342.08 feet;

Thence S36°15'13"E, 448.65 feet;

Thence S83°15'40"E, 104.88 feet to the West line of the SE1/4 of said Section 25 and the center line of Pigeon Road;

Thence the following courses and distances along the South lines of the High diff Estates

Subdivision:

N80°19'33"E, 347.21 feet;

S88°31'37"E, 135.00 feet;

S64°17'09"E, 343.35 feet;

N09°07'39"E, 183.39 feet;

N27°00'S9"E, 123.00 feet to the Westerly line of Golf Course Road;

Thence Southerly and Easterly, along the Westerly line of said Golf Course Road and on the arc of a 833.00 foot radius curve to the left, having a central angle of 07°49'19.9" and whose chord bears S18°14'05"E, 113.64 feet;

Thence continuing S74°34'59"W, 8.44 feet;

Thence S19°47'05"W, 96.08 feet;

Thence S13°44'48"W, 52.12 feet;

Thence S37°35'39"E, 36.66 feet;

Thence N84°S8'44"E, 52.38 feet;

Thence S80°48'30.8"E, 64.75 feet to the Westerly line of Golf Course Road;

-mence Southerly and Westerly along the Westerly line of said Golf Course Road on the arc of a 367 foot radius curve to the right, having a central angle of 36°14'44" and whose chord bears S0°21'04"E, 228.31 feet to the Northerly line of State Park Road;

Thence Northerly and Westerly, along the Northerly line of said State Park Road, on the arc of a 578 foot radius curve to the left, having a central angle of 18°54'12" and whose chord bears N80°05'34"W, 190.00 feet;

Thence S89°01'33"W along the North line of said State Park Road, 808.64 feet to the intersection of Pigeon Road and tie point of beginning.

PARCEL D

A part of the Southeast 1/4 of Section 25, Township 20 North, Range 1B, East, Village of Sherwood, Calumet County, Wisconsin described as follows:

Commencing at the Southeast corner of Certified Survey Map Number 1034 of Calumet County Remains at the Easterly Right of way Line of Golf Course Road and the point of beginning; Thence N47°41'55"E 216.17 feet along the Easterly line of said CSM;

Thence NS8°50'01.5"E, 79.95 feet;

Thence N58°50'01"E, 184.42 feet to the Southeast corner of Lot 78 of High Cliff Recreation Village Number 2;

Thence the following courses and distances along lot of said plat;

N50° 12'55"E, 230.00 feet;

NS8°47'50"E, 272.26 feet;

N60°21'55"E, 160.00 feet;

N02° 18'36"W, 105.00 feet;

N83°59'21"E, 40.00 feet;

N83° 05'21"E, 110.00 feet;

N74° 05'41"E, 125.00 feet;

N59° 12'02"E, 122.94 feet;

N32° 15'48"E, 151.51 feet;

Notterly and Easterly along arc of a 473.00 foot radius curve to the left having a central angle of 20°09'50" and a long chord which bears N65°49'40"E, 165.60 feet;

Southerly and Easterly along the arc of a 697.46 foot radius curve to the right having a central angle of 15°28'09" and a long chord which bears S27° 59'41"E, 187.74 feet;

S°40'W, 184.61 feet;

S22° 03'09"W, 225.00 feet;

S03°21'03"W, 91.16 feet;

Thence S70°43'58"W, 629.72 feet;

Thence S53° 59'17"W, 309.26 feet;

Thence S51° 25'58"W, 152.50 feet;

Thence S64°28'22.8"W, 97.77 feet;

Thence S85°1'58"W, 100.00 feet;

Thence N63° 24'32"W, 140.00 feet;

Thence S57°31'28"W, 114.49 feet;

Thence along the arc of a 767.00 curve to tie right having a central angle of 03° 56'27" and a long chord which bears N20°48'32"W, 52.45 feet to One point of beginning.

PARCEL E

A part of the Southeast 1/4 of Section 25, Township 20 North, Range 18 East, Village of Sherwood, Calumet County, Wisconsin described as follows:

Commencing at Southeast corner of Section 25;

Thence S46°19'09"W 29.98 feet;

Thence N44°54'46"N 375.72 feet to South right of way line of Spring Hill Drive;

Thence N39°04'28"W, 406.46 feet to tie point of beginning;

Thence S89°01'33"W, 683.45 feet;

Thence N18°53'22"W, 272.67 feet;

Thence N86°49'11"W, 37.15 feet;

Thence N06°28'22"W, 37.50 feet;

Thence S85°13'41"E, 126.28 feet;

Thence N62°23'43"E, 392.19 feet;

Thence S00°38'21"E 219.59 feet;

Thence N66°56'38"E, 76.97 feet;

Thence S44°52'21"E 377.43 feet to tie point of beginning.

PARCEL F

A part of the Southwest 1/4 of Section 30, Township 20 North, Range 19 East, Village of Sherwood, Calumet County, Wisconsin described as follows:

Commencing at tie Northwest corner of Lot 22 of High Cliff Recreation Village Number 1 and the point of beginning;

Thence N46°12'48"E, 1360.39 along the North side of Lots 22 through 33 of said plat;

Thence N77°22'31"E 72.33 feet to the West right of way line of Sundown Court;

Thence N30°01'42"W, 181.90 feet along said West right of way line;

Thence S56°00'08"W, 313.60 feet to Southeast corner of Lot 149 of the Niagara Shores Subdivision;

Thence tie following courses and distances along said subdivision;

S65°14'18"W, 247.06 feet;

S56°03'18"W, 177.05 feet;

S47°41'48"W, 655.71 feet;

Thence continuing S47°41'48"W, 20.00 feet;

Thence N42°18'12"W, 130.00 feet to the South right of way line of Spring Hill Drive;

Thence S47°41'48"W, 30.00 feet along said South right of way line to East right of way line of Palisades Trail;

Thence S42°18'12"E, 270.11 feet along said East right of way line;

Thence S31°32'39"E, 185.80 feet along said right of way line to the point of beginning

PARCEL G

A part of the Southwest 1/4 of Section 30, Township 20 NOMI, Range 19 East, Village of Sherwood, Calumet County, Wisconsin described as follows:

Commencing at the Northwest corner of Lot 117 of High Cliff Reacabon Village Number 3; thence S00° 04'05.7"W, 37.25 feet along West line of said Lot 117 to tie point of beginning; thence N83°23'31.9"E, 137.61 feet more or less to a point 30 feet off the low water mark of a pond; thence the following courses and distances which approximate the low water mark of said pond:

N07° 11'37.9"W, 37.00 feet;

N01° 28'51.1"E, 114.99 feet;

S85°18'47.1"E, 84.52 feet;

S37°48'24.1"E, 87.77 feet;

S40° 06'59.3"E, 19.23 feet;

S02° 57'21.0"E, 141.49 feet;

S80° 53'19.6"W, 51.04 feet;

S70° 42'18.2"W, 75.83 feet;

N61° 35'50.4"W, 33.26 feet;

N07° 17'38.0"W, 98.00 feet;

Thence S83° 23'32.0"W, 140.71 feet to the west line of Lot 117; thence N00° 11'32.8"W, 25.16 feet to the point of beginning.

is PSS and excepting from all the above parcels of land premises described in and recorded in Jacket 3406, Image 41, as Document No. 258537.

And further less and excepting premises described in and recorded in Jacket 4797, Image 11, as Document No. 295624.

PARCEL H

A parcel of land in Southwest 1/4 of the Northwest 1/4 of Section 30, Township 20 North, Range 19 East, Village of Sherwood, Calumet County, Wisconsin, to wit:

use #2443236

Commencing at the Southwest corner of the Northwest 1/4 of said Section; thence N0° 44'E along the West line of said Northwest 1/4, 370.00 feet; thence N89°45'17"E, parallel with the South line of said Northwest 1/4, 43.00 feet to the point of beginning; thence S0°44'W, parallel with the West line of said Northwest 1/4, 351.35 feet; thence N84°07'42"W, 10.05 feet to the East line of Golf Course Road; thence S0°44'W, along the East line of said Golf Course Road, 19.69 feet to the South line of said Northwest 1/4; thence S89°46'17"W, along the South line of said Northwest 1/4, 33.00 feet to the Southwest corner of said Northwest 1/4; thence N0°44'E, along the West line of said Northwest 1/4; 670.00 feet; thence N89°46'17"E, parallel with the East line of said Northwest 1/4, 333.00 feet; thence S0°44'W, parallel with the West line of said Northwest 1/4, 40.00 feet; thence Southwesterly to the point of beginning.

PARCEL I

A parcel of land in the South 1/2 of Southeast 1/4 of Section 25, Township 20 North,

Range 18 East, Village of Sherwood, &umet County, Wisconsin, being described as follows:
 Commencing at the Southeast corner of the Southeast 1/4 of said Section; then North
 00°18'41"E along West line of the Southeast 1/4 of said Section 501.02 feet;
 then South 89°33'49"E, 781.49 feet; Southerly and Easterly, along the arc of a 545.00 foot
 radius curve to the right, having a central angle of 22°18'54" and whose chord bears South
 78°24'22"E, 210.92 feet to Intersection of the centerline of Golf Course Road and State
 Park Road; then, along the centerline of Golf Course Road the following bearings and
 distances; Northerly and Westerly on the arc of a 400.00 foot radius curve to the left, having a
 central angle of 54°23'33" and whose chord bears North 01°03'49.5" West, 365.63 feet;
 Northerly and Westerly, on the arc of a 800.00 foot radius curve to the right, having a central
 angle of 07°26'32" and whose chord bears North 24°35'20"W, 103.84 feet; then West
 57°30'21"E East, 151.22 feet; then South 63°25'39"E, 140.00 feet; then North
 88°50'51"E, 70.00 feet point of beginning; South 06°08'32"E, a distance of 18.07
 feet; then South 88°50'51"W a distance of 71.57 feet; then North 01°09'09"W a distance
 of 18.00 feet; then North 88°50'51"E to the point of beginning.

PARCEL J

Outlot one (1), WINDSWEPT SHORES 11, Village of Sherwood, Cajumet County,
 Wisconsin.

**EXHIBIT B
 TO
 REDEVELOPMENT AGREEMENT**

Irrigation Improvements

The Irrigation Improvements comprise the following projects and improvements, as detailed in
 plans and specifications to be approved by the Village Engineer prior to commencement of such
 projects and improvements:

1. Installation of an irrigation system at the Project Property.

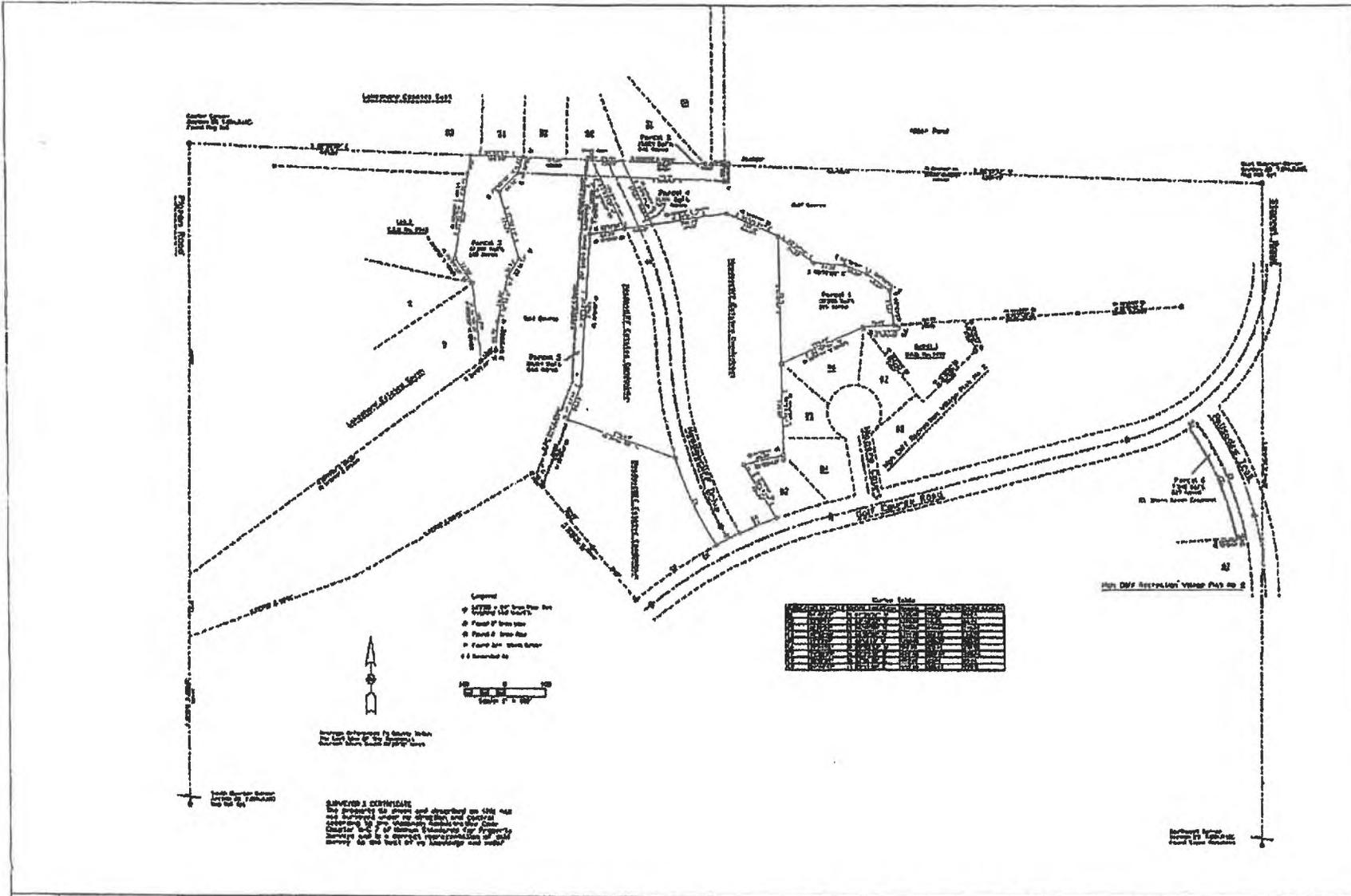
MILW 9252485.6

**EXHIBIT C-1
TO
REDEVELOPMENT AGREEMENT**

General Location of Storm Water Easements

SEE ATTACHED

MILW 9252485.6

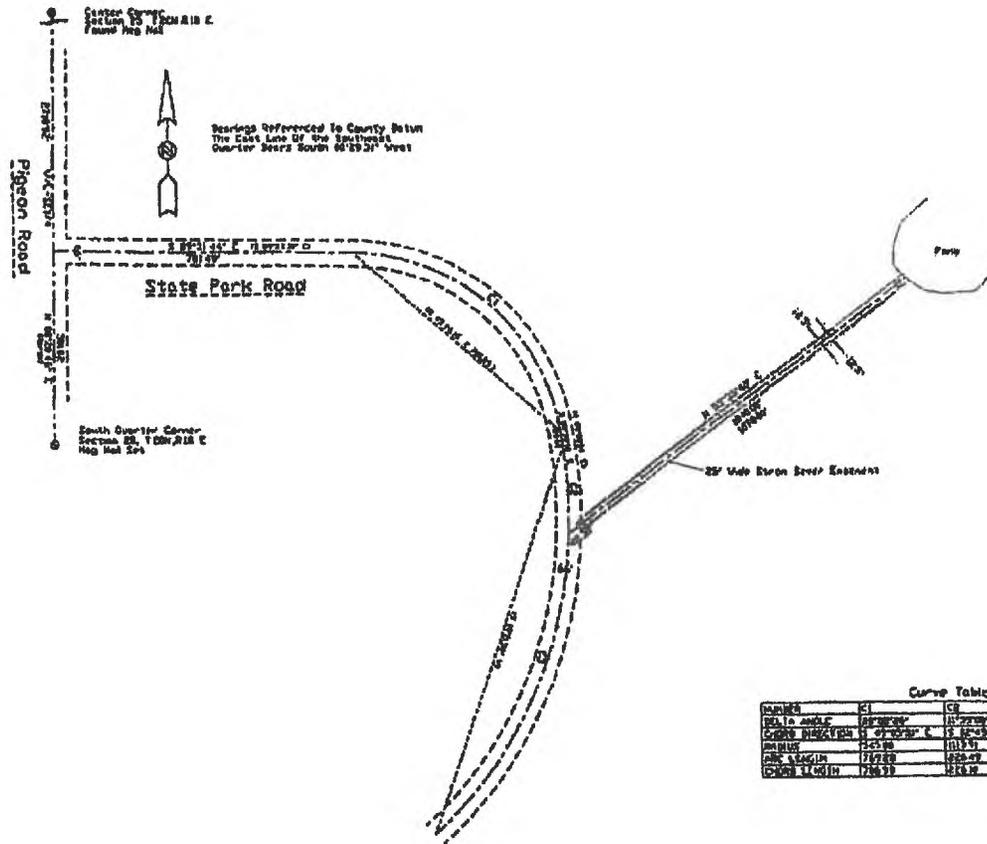


SURVEYOR'S CERTIFICATE
 I, the undersigned, being duly sworn, depose and swear that the foregoing plat, map and description are true and correct and that the same were prepared by me or under my direct supervision and that I am a duly licensed Surveyor in the State of Wisconsin.

RAYMOND LANG SURVEYING
 88498 LAKE SHORE DRIVE
 MILBURN, WI 54129
 920-432-1761

NOT BY HANDWRITTEN SIGNATURE OR SEAL OF THE SURVEYOR
 PART OF THE SURVEYED AREA IS RESERVED FOR THE USE OF THE STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, MILWAUKEE COUNTY, WISCONSIN

State of Wisconsin
 28 Jan 2015
 Surveyed, WI 54129



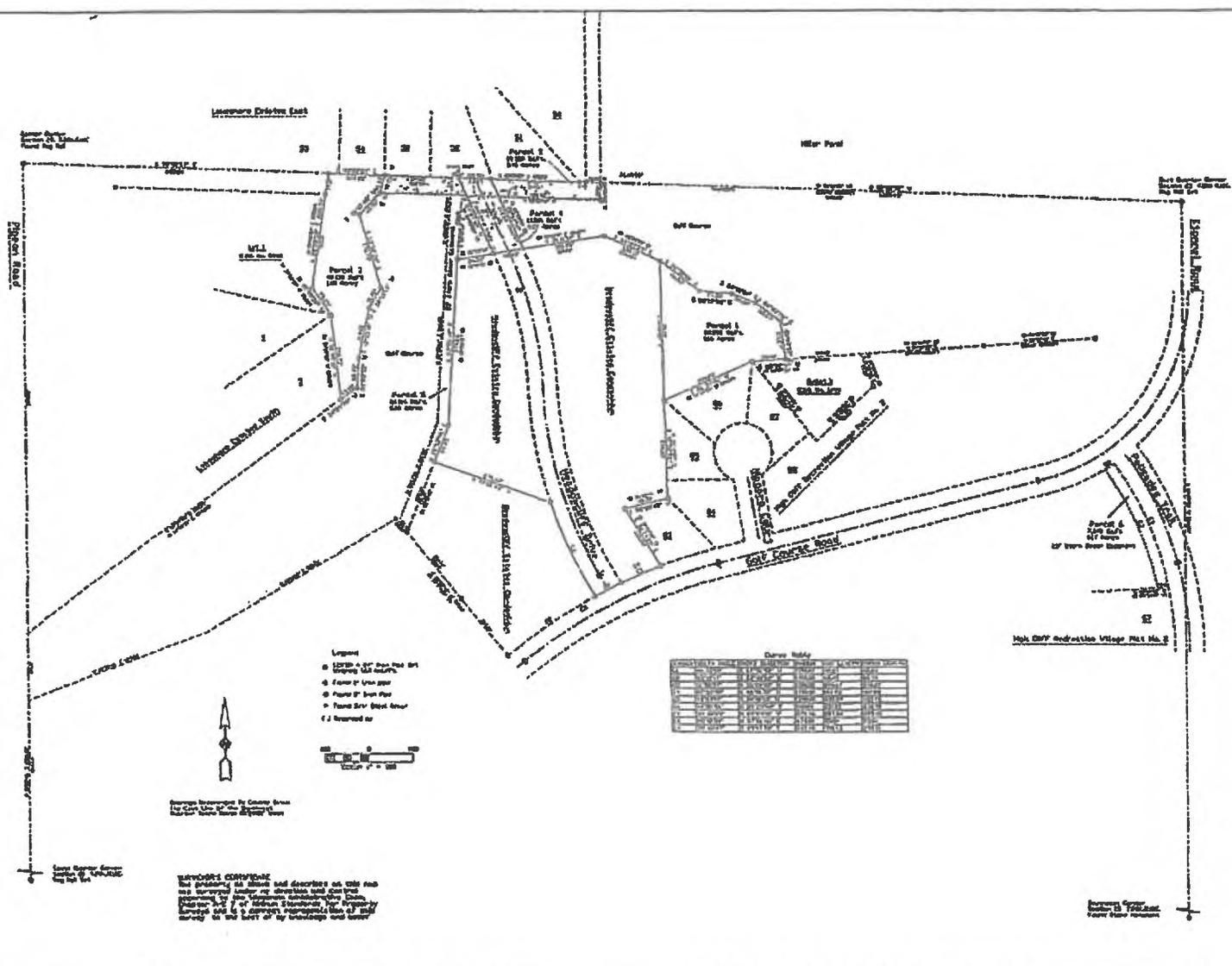
MAYER LAND SURVEYING
 #5698 LAKE SHORE DRIVE
 HILBERT, WI 54129
 920-439-1761

DATE: 11-20-11 BY: [Signature] PROJECT: 11-20-11-001	APPROVED BY: [Signature] TITLE: [Title]	REVISIONS:	PROJECT: PART OF THE SOUTH-HALF OF THE SOUTHWEST QUARTER OF SECTION 25 AND THE NORTH-HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 48 NORTH, RANGE 18 EAST, VILLAGE OF SHERWOOD, COUNTY, WISCONSIN	SHEET NO: 1 OF 1 VILLAGE OF SHERWOOD P.O. BOX 275 SHERWOOD, WI 54189
--	--	------------	--	---

EXHIBIT C-2
TO
REDEVELOPMENT AGREEMENT

General Location of Trail Easements

SEE ATTACHED



PLATING CERTIFICATE
 The property is shown and described on this map
 has been surveyed and the dimensions and area thereon
 are correct and conform to the original survey
 and the same is a correct representation of the
 survey in the light of the knowledge and laws.

RAYOR LAND SURVEYING
 15568 LAKE SHORE DRIVE
 HILSBURY, VI 54129
 928-4292-1741

THIS IS A COPY OF THE ORIGINAL RECORD AND HAS BEEN
 OF THE ORIGINAL RECORD AND THE ORIGINAL SURVEY
 HAS BEEN FILED IN THE OFFICE OF THE CLERK OF COURTS
 IN THE COUNTY OF DANVILLE, VIRGINIA

Village of Danvers
 2025-10-27
 Danvers, VI 54129

DATE OF SURVEY
 10/27/2025

PROJECT NO.
 2025-10-27

CLIENT
 15568 LAKE SHORE DRIVE

PROJECT
 15568 LAKE SHORE DRIVE

67 - 13 - 2020

Sherwood Citizens' Concerns over Additional High-Density Village Housing

Drive Fore Success, LLC (hereafter DFS) is seeking to rezone the entire 18th hole of High Cliff Golf Course (hereafter HCGC) in order to develop a condominium complex. After initially publicly revealing that the scope of the project would include 36 units, DFS has subsequently modified the scope several times, revealing a project that could contain as many as 48 units with a thru-road extending from near the clubhouse to an eastern egress onto Palisades Trail in the area of the current golf cart path. Each unit will include a two-car garage and a golf cart enclosure yielding an additional 80-100 vehicles to village roads in the immediate vicinity.

The proposal raises many questions and concerns for the community as a whole:

- **Safety**

Both Golf Course Road and Palisades Trail were developed when Sherwood was in its infancy, and as such they were not designed to support the traffic they now hold, much less any additional heavy traffic. Foot traffic, bike traffic, roller skaters, pet walkers and families walking with their children are seen frequently by those of us who live in that area. Add the traffic increase that comes in the summer due to the popularity of the State Park and we are in an overload situation with the potential for many safety concerns without the addition of potentially 100 new vehicles using these roads on a daily basis.

- **Traffic congestion**

An entrance/exit road connecting the condominium development to Palisades Trail would lead to unwieldy traffic congestion as the proposed egress location is less than 50 yards from the "T" intersection between Palisades Trail and Golf Course Road. One could easily imagine traffic backups through the intersection as cars stopped at the intersection block or are blocked by cars seeking to enter or exit the gated road into the condominium development.

Additionally, Stommel Road will experience a significant increase in traffic volume. The *Post-Crescent* recently (2/5/2020) reported that a proposed 308-unit housing complex – each unit with a two-car garage – in the Town of Harrison would generate 1986 vehicle trips per day. That's over six vehicle trips/unit/day. Assuming a similar factor, the DFS project most likely will add 250-300 vehicle trips per day to Stommel Road. This would be in addition to the 200-250 vehicle trips per day anticipated when the Pond View Estates sub-division is completed (again, based on the Town of Harrison calculations).

- **Village Land Use Plans**

Another major consideration for Sherwood as a whole is the image we want to promote within the Valley. Our community is unique in that we would be considered urban in many respects, but we retain a rural aura, with large yards, no fences, lack of street light pollution, the ability to have children ride bikes without traffic concerns, fishing in our retention ponds and all items that make our community unique to the Valley. The ratio of green space to developed areas is one of the main attractions of our community.

The Village of Sherwood Comprehensive Plan Update 2040 (June 11, 2018) emphasized the value of these characteristics when it adopted the following Land Use Goals and Objectives (page 8-12):

7. Enhance and maintain neighborhoods in the Village of Sherwood
8. Maintain the Village of Sherwood as a predominantly single-family community
9. Preserve and establish visually attractive development

The development proposed by DFS would definitely NOT enhance the current neighborhood, would NOT act as a single-family community, and would NOT appear as a visually attractive

development given its jarringly dissimilar appearance with respect to the surrounding established neighborhood.

Furthermore, several pages later in the 2040 Update, Map 8-4, entitled *Village of Sherwood Comprehensive Plan Update - Future Land Use*, graphically represents “the **desired** (emphasis added) arrangement of land use for the next 20 years”. This map strikingly and convincingly specifies that the Village expects the entire 18th hole of HCGC to continue to exist as a private recreation area (a golf hole), not a residential area.

With the existing condos as well as old condos on Golf Course Road and the 40-some unit complex proposed by DFS, we would begin trending toward a high-density housing community, which is contrary to our traditional values and our village development plans.

- **Sewage and Wastewater**

The Village’s treatment facility is nearing capacity. The Village’s Waste Water Treatment Facilities Plan, published in 1995, presented a 20-year plan for this utility. In the absence of an updated plan, it is difficult to anticipate the full effect of the proposed high-density housing. However, given that the proposed condominiums are outside the scope of the Village of Sherwood Year 2030 Recommended Comprehensive Plan (January, 2008) and the Village of Sherwood Comprehensive Plan Update 2040 (June 11, 2018), it would only seem logical that the Village would have to accelerate its schedule for upgrading the treatment facility. Funding that was earmarked for later expenditure will now have to be invested earlier than planned. Where will the additional funds be found? Will other planned projects be delayed because of this request?

- **Storm Water and Ground Water**

Water has always been a problem for backyards adjacent to HCGC. Adding a concentration of basements, driveways and a road to this area will undoubtedly lead to more stormwater runoff further threatening the yards and basements of adjacent homes with flooding.

- **Redevelopment Agreement of 2010**

In 2010 the Village signed a document called the Redevelopment Agreement with the owners of HCGC. This legal document spells out an arrangement between the Village and the owners wherein the Village agreed to use a Tax Incremental District (TID) to fund up to \$349,000 for an irrigation system for the golf course (including down the 18th fairway). In return, the owners agreed (among other things) that the golf course would continue in existence as a golf course for 25 years.

Here’s where an important distinction must be made. There is a difference between the entity which is the owners of the golf course (DFS) and the entity which is the golf course itself (HCGC). Owners come and go (in fact, there have been two ownership groups between 2010 and the present), but this agreement states that the golf course (HCGC) must continue to exist for 25 years, regardless of who owns it. To state it bluntly, the golf course (HCGC) will continue to exist for at least 15 more years regardless of who does or doesn’t own it.

The DFS is a great community partner and HCGC is a tremendous asset to the Village. Obviously, we want both to continue to succeed and recognize the financial challenges of golf courses in general. Accordingly, we could understand the DFS’s desire for an alternative source of income. However, for the reasons outlined above, the proposed condominium development is not in the best interests of the Village.

Thank you for considering our concerns.

Bob Anderson

Craig Booher

Mike Cook

To: Sherwood Plan Commission

02-27-2020

I am hereby submitting proof for your consideration regarding my basis for the existence of historic wetlands on the 18th fairway. Davel Engineering, a highly respected Environmental Engineer has performed an offsite study regarding the wetlands on the 18th fairway, I include this study and Davel's opinion. The study clearly shows that potential historic wetlands are copiously spread throughout the 18th fairway.

I respectfully request suspension of any zoning decision until a qualified Delineation study be performed as recommended by BOTH the DNR and Davel Engineering.

Submitted this 27th day of February,



Roland Smoot

DO NOT REMOVE
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February 14, 2020

Roland Smoot III
N7779 Spurline Ct
Sherwood, WI 54169

High Cliff Golf Course Wetland Opinion

Dear Mr. Smoot:

There appear to be aquatic resources/wetland features present within the area reviewed for offsite wetland signatures/ indicators of wetland (see attached Aquatic Feature Overview Map). It is recommended that these potential features be identified and delineated prior to proceeding with development plans.

There is no clear indication that the wetlands will be considered Waters of the U.S. (WOUS) and under the jurisdiction of the U.S. Corps of Engineers. A jurisdictional determination by the USACE would be required to determine if the wetlands are federally regulated.

A new state law (ACT 183) has a profound effect on permitting requirements for “non-federal wetlands” and “artificial wetlands”. “Artificial” wetlands are excluded from the statutory definition of wetlands in Wisconsin. Due to the disturbed nature of the site, the potential wetlands identified on the Aquatic Feature Overview Map may be considered “Artificial” wetlands and exempt by the state. Only the DNR can determine if a wetland area is an “artificial” wetland or not.

The stormwater management pond and the golf course pond are likely exempt aquatic features under NR 103 as man-made stormwater and landscape features. The DNR’s Surface Water Data Viewer website shows these areas as “Excavated Ponds” in their wetland inventory layer.

The DNR staff conducted a wetland determination in September of 2019 for construction of a new golf hole on an area of the existing golf course and found that wetland(s) were likely present based on recent aerial images (see attached DNR letter and report).

Wetland on the Smoot Property:

Wetland indicators based on the offsite review including FSA slides and contemporary imagery from a DNR wetland determination conducted in September of 2019 (see attached report) show that the pond on your property has been present since at least 1984. This is evidence of wetland hydrology preceding August 1, 1991 for your property; therefore, the Artificial exemption per ACT 183 is not applicable. According to the DNR’s Surface Water Data Viewer, there is also a mapped navigable waterway that runs through the property. The navigable waterway was legally rerouted on the property and surrounding areas in 1974 (Waterway and Wetland Alteration Permit date: October 5, 1974).

If you have any questions please feel free to contact me at: mari@davel.pro or 920-560-6578.

Sincerely,

Mari Olson, B.S.
Enclosures



Aquatic Feature Overview Map

N7779 Spurline Court

Part of Sec. 25, T20N, R18E, Village of Sherwood, Calumet County, WI

For: Roland Smoot III

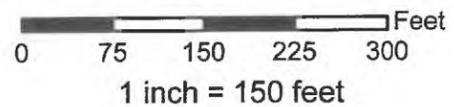
May 2018 Aerial Image



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
 Civil Engineers and Land Surveyors
 1164 Province Terrace, Menasha, WI 54952
 Ph: 920-991-1886 Fax: 920-441-0804
 www.davel.pro

PN5948 N7779 Spurline Court

The project scope limits shown on this map is not intended to be the parcel boundary.



Legend

- Offsite Wetland Review Area
- Man-Made Aquatic Features
- Mapped Navigable Waterway
- Potential Wetlands
- Smoot Wetland
- Calumet County Parcels

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Drafted by: mari 02-14-2020



Surface Water Data Viewer Map



- Legend**
- ◆ Wetland Identifications and Confirmations
 - Wetland Class Points**
 - ◻ Dammed pond
 - ◻ Excavated pond
 - ◻ Filled excavated pond
 - ◻ Filled/drained wetland
 - ◻ Wetland too small to delineate
 - ▨ Filled Points
 - Wetland Class Areas**
 - ▨ Wetland
 - ◻ Upland
 - ▨ Filled Areas
 - Wetland Class Points**
 - ◻ Dammed pond
 - ◻ Excavated pond
 - ◻ Filled excavated pond
 - ◻ Filled/drained wetland
 - ◻ Wetland too small to delineate
 - ▨ Filled Points
 - Wetland Class Areas**
 - ▨ Wetland
 - ◻ Upland
 - ▨ Filled Areas
 - ◆ NRCS Wetspots
 - ◻ Maximum Extent Wetland Indicators
 - Stream Order**
 - 1st Order
 - 2nd Order
 - 3rd Order
 - 4th Order
 - 5th Order
 - 6th Order
 - 7th Order

0.1 0 0.06 0.1 Miles

NAD_1983_HARN_Wisconsin_TM

1: 3,960

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/legal/>

Notes
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October 21, 2019

WIC-NE-2019-8-03058

High Cliff Public Golf Course, Inc.
Daniel Rippl
W5095 Golf Course Road
Sherwood, WI 54169

RE: Wetland Determination Results for property located in the SE1/4 of the SE1/4 of Section 25, Township 20 North, Range 18 East, Village of Sherwood, Calumet County

Dear Mr. Rippl:

On September 18, 2019, Allison Willman conducted a wetland determination at the above mentioned property. According to the request form you sent us, the reason for the wetland determination was to identify any wetlands located in the area in which you are hoping to build a new golf hole, green way, and ponds.

Approximate wetland boundaries were identified following 1987 Wetland Delineation Manual and applicable regional supplement guidelines. Wetlands are defined by the 1987 Wetland Delineation Manual as areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. If any wetland areas were detected, their approximate boundaries were sketched onto an aerial photograph (see attached map).

Methods used to detect the presence of wetlands within the project area involved on-site and off-site techniques, including a field visit as well as a review of antecedent hydrologic conditions, recent aerial photography, Wisconsin Wetland Inventory (WWI) mapping, and pertinent County Soil Survey mapping.

The following is a summary of the off-site review.

- Results of the antecedent hydrologic condition review indicate the site was likely experiencing abnormally wet conditions at the time of the field investigation.
- The WWI does not have any wetlands mapped in the reviewed area.
- Soils mapped in the project area include the somewhat poorly drained Manawa-Kewaunee-Poygan complex, 0 to 4 percent slopes (McB) series. McB series soils are classified as having hydric inclusions (occasionally contains wetland soils) and are located throughout the reviewed area.
- A review of historic aerial photography of the site revealed a consistent presence of either wetness or wetland signatures along the southern part of the reviewed area.

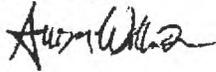
Based on the data analyzed for the off-site review, as well as the field conditions observed during the September 18, 2019 field review, **the reviewed area was entirely under construction**. The reviewed area is characterized as a maintained golf course green with significant earth-work and

construction activities occurring. The new hole was under constructing during the time of the field review and significant land disturbance had already occurred. However, a review of recent aerial photography reveals the presence of clear wetness and wetland signatures within the limits of the reviewed area. These areas are highlighted on the enclosed aerial photographs attachment.

The wetland boundaries depicted on the associated field sketch are approximate only and may not be appropriate for design purposes, such as set-back or permit requirements. If wetlands are located on your property, we recommend that a wetland delineation be conducted on your property by a qualified wetland delineator. Wetlands are regulated by various state, federal, and local units of government. Prior to conducting any activities in or around wetlands, we recommend you contact the appropriate staff from Wisconsin Department of Natural Resources, U.S. Army Corps of Engineers and Calumet County.

If you have any questions, please contact me at (608) 235-2057 or email Allison.Willman@wisconsin.gov.

Sincerely,



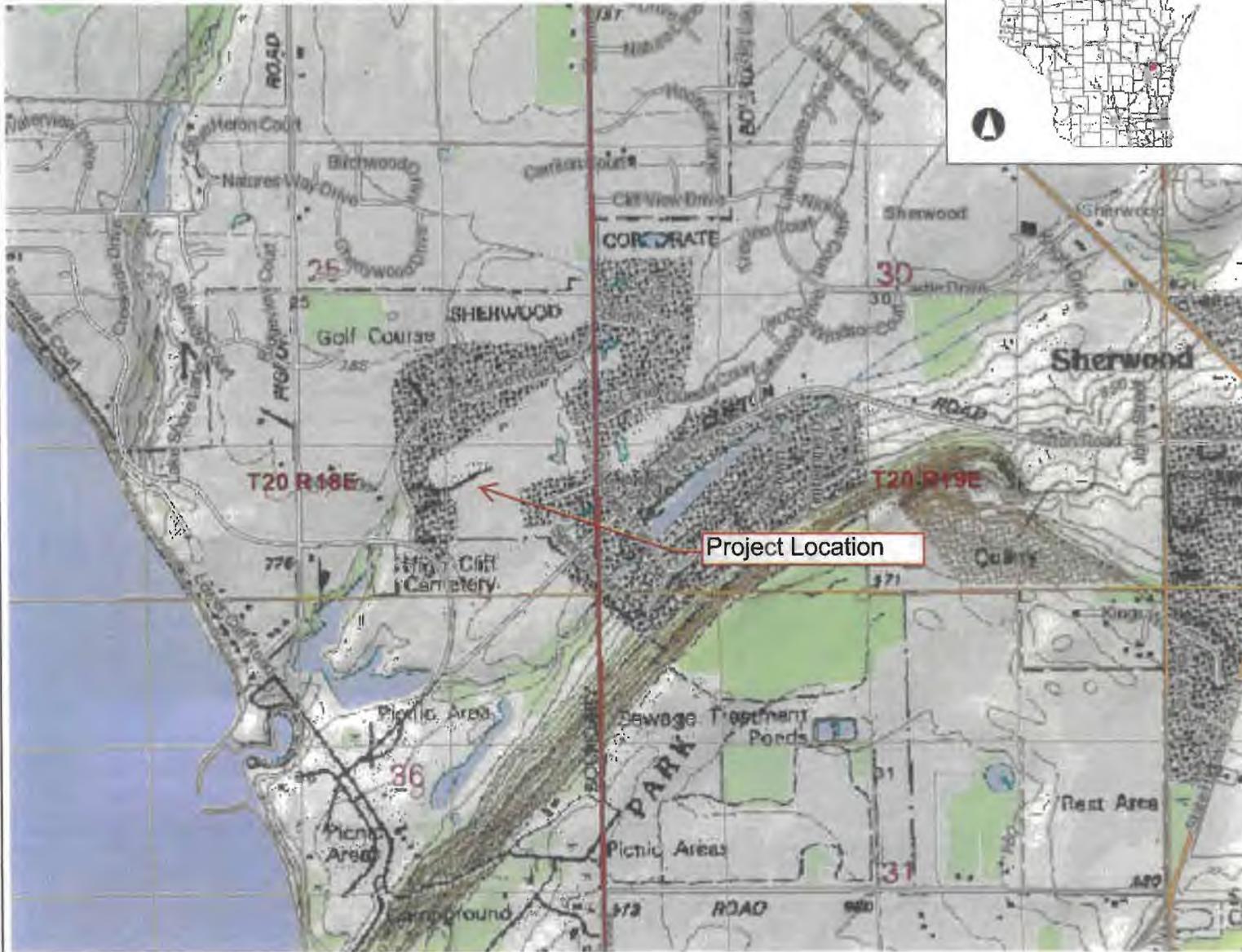
Allison Willman
Wetland Identification Specialist

Enc. Field Sketch
WWI Mapping & Soil Survey Mapping
Photo Log
Aerial Photographs
Wetland ID Field Investigation Form
Antecedent Precipitation Analysis

cc: Ryan Huber, Project Manager, U.S. Army Corps of Engineers
Ryan Pappas, DNR Water Management Specialist
Scott Koehnke, DNR Compliance Specialist



Site Location/Topography



Legend

- Township
- Section
- Quarter-Quarter
- County Boundary
- Cities, Towns & Villages**
- City
- Village
- Civil Town
- Municipality
- State Boundaries
- County Boundaries
- Major Roads**
- Interstate Highway
- State Highway
- US Highway
- County and Local Roads**
- County HWY
- Local Road
- Railroads
- Tribal Lands
- Rivers and Streams**
- Intermittent Streams
- Lakes and Open water
- 24K USGS Quad Index - Level 7 - 16
- Index to EN_Image_Basemap_Leaf_Off

Notes

0.5 0 0.25 0.5 Miles

NAD_1983_HARN_Wisconsin_TM

1: 15,840

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/legal/>

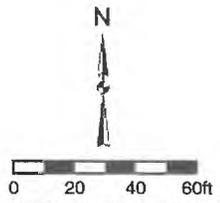
Wetland ID - High Cliff Golf Course

Legend

-  County Boundary
 -  Wisconsin Water
 -  Unincorporated Community
 -  Town Boundary
 -  Point of Interest
 -  Property Hook
 -  PLSS Section
 -  State Parks
 -  County Parks
 -  Lake
 -  River and Stream
- Color 2018
-  Red: Band_1
 -  Green: Band_2
 -  Blue: Band_3

Approximate Reviewed Area
 Note: Area was under construction during time of field visit.

Approximate Upland Sample Point



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

Author	
Date Printed	
Source	



WWI and Soils



- ### Legend
- ◆ Wetland Identifications and Confirmations
 - Wetland Class Points
 - Dammed pond
 - Excavated pond
 - Filled excavated pond
 - Filled/draind wetland
 - Wetland too small to delineate
 - Wetland Class Areas
 - Wetland
 - Upland
 - Filled Areas
 - Filled Points
 - Wetland Class Areas
 - Wetland
 - Upland
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 - Wetland
 - Upland
 - Filled Areas
 - Filled Points
 - ◆ NRCS Wetspots
 - Maximum Extent Wetland Indicators
 - Township
 - Section
 - Quarter-Quarter
 - County Boundary
 - Cities, Towns & Villages
 - City
 - Village
 - Civil Town



NAD_1983_HARN_Wisconsin_TM

1: 3,960

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Notes

Wetland ID – High Cliff Public Golf Course, 9/17/2019, By: Allison P. Willman

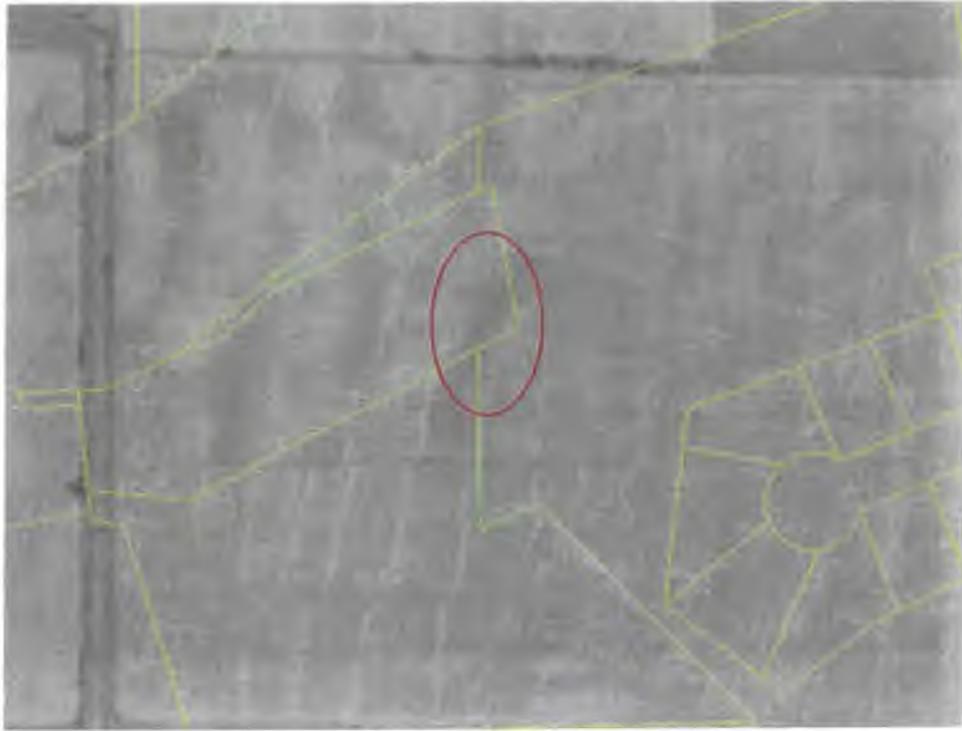


Photo 1: View of a new water hazard at the northeast part of the reviewed area facing southeast.



Photo 2: View of the construction activities within the reviewed area facing northeast.

Historic Aerial Photographs – Wetness Signatures Within Project Area Are Circled



1938 Aerial



July 1985 Aerial



July 1986



April 1992



September 2005



September 2008



May 2011



April 2015



April 2017

WETLAND IDENTIFICATION FIELD INVESTIGATION FORM

Inspected By: <i>Allison P. Willman</i>	Date of Field Review <i>9/18/2015</i>	Weather Conditions <i>70°, Sunny</i>	Docket Number <i>B3058</i>
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LAND OWNER INFORMATION

Name of Property Owner <i>High Cliff Public Golf Course - Dan Rippl</i>	Street Address <i>W5095 Golf Course Road</i>
Phone <i>920-851-8599</i>	City, State, Zip Code <i>Sherwood, WI 54109</i>
County <i>Calumet</i>	Legal Description <i>S& 25, T20N, R18E</i>
Reason for Project (Future Development, Building Expansion, Conservation Activities, Construction, etc.) <i>Looking to construct new golf hole</i>	
Wetlands Located in the Project Area Y / N (Circle One) <i>?</i>	Total Number of Wetlands in Project Area <i>Unknown</i>

SITE SPECIFIC INFORMATION

Wetland ID: *Representative upland sample point outside project area*

Identified on the following resources? <input type="checkbox"/> USGS Topographic Map <input type="checkbox"/> WWI <input checked="" type="checkbox"/> Aerial Photographs <input type="checkbox"/> FSA Slide Review (# of normal years with wetness signatures _____)	
Dominant Wetland Vegetation Community Type(s) and Dominant Species: <p style="text-align: center;"><i>?</i></p>	Dominant Upland Vegetation Community Type(s) and Dominant Species: <p><i>Poa pratensis - 72g, Elymus repens - 18g</i></p> <p><i>Agrostis gigantea - 10g</i></p>
Wetland Soils Mapped Soil Unit(s): Hydric Soil Indicator(s) Observed (Check here if none ___) (List all observed) <p style="text-align: center;"><i>?</i></p>	Adjacent Upland Soils Mapped Soil Unit(s): <i>Monawa</i> Hydric Soil Indicator(s) Observed (Check here if none ___) (List all observed) <p><i>0-15" - 7.5YR 3/2 silty clay loam</i></p> <p><i>15-20" - 7.5YR 4/4 - silty clay loam</i></p>
Wetland Hydrology (Indicators, permanence, observations, etc.) <p style="text-align: center;"><i>?</i></p>	Adjacent Upland Hydrology (Indicators, permanence, observations, etc.) <p style="text-align: center;"><i>N/A</i></p>

Notes (approximate location, unique observations, etc.)

Upland sample point obtained from outside review area. Entire review area was under construction to build fill to excavation activities.

**NRCS method - Rainfall Documentation Worksheet Hydrology Tools for Wetland Determination
NRCS Engineering Field Handbook Chapter 19**

Date	9/18/2019	Landowner/Project	High Cliff Golf Course
Weather Station	Brillion	State	Wisconsin
County	Calumet	Growing Season	NA
Photo/obs Date	9/18/2019	Soil Name	Manawa-Kewaunee-Poygan

shaded cells are locked or calculated	Long-term rainfall statistics (from WETS table or State Climatology Office)							
	Month	30% chance <	30% chance >	Precip	Condition Dry, Wet, Normal	Condition Value	Month Weight Value	Product of Previous 2 Columns
	1st Prior Month*	August	2.42	4.19	5.84	W	3	9
	2nd Prior Month*	July	2.39	4.06	3.99	N	2	4
	3rd Prior Month*	June	2.62	4.56	2.82	N	2	2
						Sum		15

*compared to photo/observation date

Note: If sum is	
6 - 9	prior period has been drier than normal
10 - 14	prior period has been normal
15 - 18	prior period has been wetter than normal

Condition value:
Dry =1
Normal =2
Wet =3

Conclusions: prior period has been wetter than normal

Randy Friday

From: Mariewestm <mariewestm@aol.com>
Sent: Tuesday, April 16, 2019 12:09 PM
To: Randy Friday
Subject: Re: Zoning change for property at N634 Military

Follow Up Flag: FollowUp
Flag Status: Flagged

RE: JOHN WEST

02/24/2020

~ "Revisit as appropriate." ~

Sent from my iPad

> April 16, 2019
> From: John West

> To Planning Commission for Sherwood WI.

>

> This past winter, I presented a plan to change part of my property at N634 Military Rd., from Zoning IR-2 to Industrial, so that I could build a large storage building for my old car collection and attached heated workshop. I also plan to use the currently zoned industrial strip near the railroad tracks for storage of trailers. I believe that my needs are best served with an industrial zoning for the southern 1/2 of my 500 feet of frontage on Military Road. This allows for warehousing, fabrication and outside storage and would require a conditional grant for all non "by right" use. This should provide a future check on objectionable use.

>

> That said, at the March Planning Commission meeting there seemed to be a negative reaction to my plan. It was suggested that a C-3 zoning might be acceptable. In researching the zoning codes, a C-3 zone would not allow for a building larger than 3,000 sq.ft., while my plan calls for a building of about 5,800 sq.ft. Another option might be a C-2 zone which is less restrictive. This might work well enough as long as I could retain my industrial strip for trailer parking and I could use my buildings for wood and metal fabrication projects as well as storage for vehicles and equipment.

>

> I am hoping that you can give me a sense of your inclinations concerning this zoning action before I go to the time and expense of a land survey and formal application for this change. I will be out of state for your next meeting in May as I spend much of my summer at my Upper Peninsula property near Marquette. I will be able to return if needed to attend any required future meetings. I plan to return in mid May and will check in with Randy Friday to find out what your feelings are on this matter.

>

> Thank you for your time

>

> John R. West

>

>

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