



# **Membership Prospectus**

**Effective Jan 1, 2022**

# THE FOX HILL CLUB

## MEMBERSHIP OVERVIEW

### VISION STATEMENT

It is our desire and intent to provide members and their guests a premier club experience and environment at *The Fox Hill Club* (hereinafter the “Club”). Practices and policies will be established by the Club and are designed to promote a quality golf experience for all members.

### MEMBERSHIP PROSPECTUS

This *Membership Prospectus* and its accompanying *Membership Application* describe the terms of membership and offer you an opportunity to become a member of *The Fox Hill Club*.

### MEMBERSHIP CATEGORIES

The Club may currently offer five categories of Golfing Memberships: Full Golf Membership, Junior Golf Membership, Youth Golf Membership, Senior Golf Membership, Individual Golf Membership, and Dual Residency/Seasonal Golf Membership. The Club also offers a Business Social Membership with golf privileges and a Social Membership. In aggregate, the maximum number of Golfing Memberships offered is 450. The number of Social Memberships is not limited. The use privileges associated with each category of membership in the Club are more fully described in the Membership Documents.

### MEMBERSHIP BENEFITS

In addition to exceptional Club Facilities and an extensive array of programs and activities for members and their families, membership in the Club currently offers a number of attractive benefits including:

- **Immediate Family Privileges.** For Full, Junior, and Senior memberships, a member, his or her spouse and their unmarried children, through the age of 23 who are living at home, attending school on a full-time basis or serving in the military are entitled to membership privileges without having to pay additional membership dues.
- **Inheritability.** Upon the death of a member, the membership may be transferred to his or her spouse or adult child as further described herein.
- **Club Correspondence.** Members will receive periodic emails containing information about events and activities at the Club and other items of interest. Member will also be given access to Clubster which will contain all our calendar of events and any

Club postings. Here members will be able to sign up for future events and contact other members or staff through direct messaging.

- **Website.** The Club’s website located at [www.foxhillclub.com](http://www.foxhillclub.com) provides members with access to important up to date club information.

## **MEMBERSHIP DOCUMENTS**

This *Membership Prospectus*, the *Member Policies*, the *Schedule of Costs, Fees, and Charges*, and each member’s *Membership Application* (hereinafter the *Membership Documents*), set forth the rules, rights, privileges, and costs of membership in the Club.

## **APPLICATION PROCEDURES**

Each person who desires to become a member shall mail or deliver to the Membership Director a fully completed and signed *Membership Application*, along with a check for the required membership fee (the “Membership Fee”). In the event the *Membership Application* is not acted upon favorably, the Membership Fee will be fully refunded, without interest.

## **MEMBERSHIP DIRECTOR AVAILABLE TO ANSWER QUESTIONS**

Should you have any questions concerning this *Membership Prospectus* or the membership opportunities available at the Club, please contact our General Manager, at (303) 651-3777 -ext. 3; or visit our Office at the Club, Monday through Friday between 8:00 a.m. to 5:00 p.m. No appointment is necessary. You may mail inquiries to The Fox Hill Club at 1400 E. Hwy 119, Longmont, CO 80502-0762. You can also visit our website at [thefoxhillclub.com](http://thefoxhillclub.com).

## **RIGHTS GOVERNED BY MEMBERSHIP DOCUMENTS**

Effective this 1st Day of January, 2022 (Effective Date). Members of the Club shall be bound by the terms and conditions of the Membership Documents adopted by the Owners and as amended from time to time. To the extent to which these documents are inconsistent with any prior rights or privileges of a Member, these Membership Documents shall govern Membership rights and privileges.

## **OWNERSHIP OF GOLF COURSE AND CLUB FACILITIES**

Tartan Golf Management, LLC, a Colorado Limited Liability Company (“Owner”), owns the golf course and Club facilities. 1400 East, LLC, a Colorado Limited Liability Company (“Company”), operates the Club. The “Company” and the Club are hereinafter sometimes collectively referred to as the “Club”. Where this *Membership Prospectus* refers to the Club taking action or having certain rights, the Company or its designees may take such action and shall have such rights.

## **CAREFULLY REVIEW ALL MEMBERSHIP DOCUMENTS**

Every person who desires to obtain a membership should carefully read this *Membership Prospectus* and all of the attached or referenced exhibits.

**RELY ONLY ON WRITTEN INFORMATION PROVIDED**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS NOT CONTAINED IN THIS MEMBERSHIP PROSPECTUS AND THE REFERENCED DOCUMENTS AND, IF GIVEN OR MADE, SUCH INFORMATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF MEMBERSHIP CONTAINED IN THE MEMBERSHIP DOCUMENTS WITH OTHER PRINTED MATERIALS, THE MEMBERSHIP DOCUMENTS SHALL GOVERN.**

**MEMBERSHIPS OFFERED ONLY FOR RECREATIONAL PURPOSES**

**MEMBERSHIPS AT THE CLUB ARE OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING MEMBERS THE RECREATIONAL USE OF THE CLUB FACILITIES. MEMBERSHIPS SHOULD NOT BE VIEWED AS AN INVESTMENT AND NO MEMBER SHOULD EXPECT TO DERIVE ANY ECONOMIC PROFITS FROM MEMBERSHIP AT THE CLUB.**

## **MEMBERSHIP FEATURES AND FACILITIES**

### **CLUB FACILITIES**

Members, their families and guests will enjoy the following exceptional Club Facilities:

- An 18-hole championship golf course designed by Frank Hummel and modified under a Master Plan designed by Dick Phelps. Opened in 1973, the now mature course provides all the challenge and scenic beauty you've come to expect in the region's exclusive private clubs. The parkland style, 130-acre golf course, features beautifully manicured fairways lined by some 1,400 trees. Nine fairway bunkers define the driving areas and approximately 30 strategically placed bunkers challenge approaches to the greens. Along with trees and sand, the course features water hazards on eight of the holes. The golf course has six sets of tee markers ranging just over 5400 yards from the Forward markers to over 7000 yards from the Championship markers. Selecting the appropriate set of tee markers will assure an appropriate challenge for all ages, genders and skill levels. Aside from the challenge, the serenity and beauty of the course is unmatched in the region.
- Golf practice facilities;
- An approximately 31,000 square foot clubhouse, featuring a Member's Pub, dining room, meeting rooms, golf shop, and men's and women's locker rooms;
- Four tennis courts;
- Swimming pool, and
- Fitness facility

### **ADDITIONAL CLUB FACILITIES**

The Club may, from time to time in its sole and absolute discretion, expand the Club as it determines appropriate. If additional facilities are added to the Club Facilities or the Club Facilities are expanded, the number of memberships issued in the Club may be increased and the Club may offer additional categories of membership.

## **MEMBERSHIP CATEGORIES AND PRIVILEGES**

### **LIMIT ON NUMBER OF MEMBERSHIPS**

The maximum combined number of Memberships with golfing privileges permitted is 450. There is no limit to the number of Social Memberships. The Club may at its sole and absolute discretion, modify the number of memberships available as the Club determines appropriate from time to time.

## **CATEGORIES OF MEMBERSHIP**

The Club offers Golfing Memberships that include golf privileges and Social Memberships that provide access to all the Club's facilities except the Golf Course.

The Club currently offers six types of Golfing Memberships to individuals and families: Full, Youth, Junior, Senior, Individual, and Dual Residency/Seasonal Memberships. The Club may offer Honorary Memberships from time to time at its sole discretion. The Club also offers a Standard and a Limited Business Memberships.

### **FULL MEMBERSHIP**

Each Full Member and their immediate family members (spouses and children through the age of 23) may use all of the Club Facilities, including the golf, tennis, swimming, fitness, and social facilities of the Club. Full Members are not required to pay fees for use of the golf, tennis, fitness, or swimming facilities.

### **YOUTH MEMBERSHIP**

A Youth Membership is exclusively for the children (24 through 29 years old) of current Members to help them transition from the Membership held by their parents to a Junior Membership when they reach 30 years old.

### **JUNIOR MEMBERSHIP**

A Junior Member is defined as a person whose age is 39 years or younger. Each Junior Member and their immediate family members (spouses and children through the age of 23) may use all of the Club Facilities, including the golf, tennis, swimming, fitness, and social facilities of the Club. Junior Members are not required to pay fees for use of the golf, tennis or swimming facilities.

### **SENIOR MEMBERSHIP**

A Senior Member is defined as a person whose age is 70 years or older. Each Senior Member and their spouse may use all of the Club Facilities, including the golf, tennis, swimming and social facilities of the Club. Senior Members are not required to pay fees for use of the golf, tennis or swimming facilities.

### **INDIVIDUAL MEMBERSHIP**

An Individual member may use all of the Club Facilities, including the golf, tennis, swimming, fitness, and social facilities of the Club. Individual Members are not required to pay fees for use of the golf, tennis or swimming facilities. An Individual Member may be single or married.

An Individual Member's spouse/significant other and children are invited to the Clubhouse for food and beverage but are treated as guests who must abide by guest policies and pay guest fees the use of all other facilities. For the rights of an unmarried significant other who lives with an Individual Member, see the "Privileges for Individual Living with Member" paragraph of this document.

#### **SEASONAL (DUAL RESIDENCY) MEMBERSHIP**

A Seasonal Member is defined as a Member who owns and resides at an out-of-state home for approximately six months each year. Seasonal Members must declare a six-month period when their Membership will be "Active" (e.g. April – September). Each Seasonal Member and their immediate family members (spouses and children through the age of 23) may use all of the Club Facilities, including the golf, tennis, swimming and social facilities of the Club and will not be required to pay fees for use of the golf, tennis or swimming facilities during the six-month period when their Membership is Active. However, appropriate fees will apply during the six-month period when the Membership is "Inactive." Seasonal Members may extend their Active period in monthly increments by paying a pro rata extension fee.

#### **SOCIAL MEMBERSHIP**

A Social Member and their immediate family members (spouse and children through the age of 23) may use the tennis, swimming, fitness, and social amenities of the Club without paying additional fees. Social Members may use the golf practice facilities at an additional fee. A Social Member may play golf as a guest of a golf member and pay the corresponding rate once per month and up to 6 times per season. A Social Member is also eligible to purchase one pack of Social Member Golf Passes at the current rate.

#### **HONORARY MEMBERSHIPS**

The Club may offer Honorary Memberships to persons designated by the Club from time to time. These Honorary Memberships are in addition to all other memberships permitted to be issued in the Club and will not count toward any membership limit and will be available on such terms and conditions as determined by the Club from time to time. Honorary Memberships will not be assignable or transferable by the Honorary Members and will terminate and be surrendered to the Club upon receipt of written notice from the Club. Any Honorary Membership recalled by the Club may be reissued to another person as designated by the Club from time to time.

#### **MEMBERSHIPS HELD IN NAME OF ENTITY**

Business Golf Memberships: Memberships may be held in the name of a business in good standing ("entity"). The entity may hold multiple Memberships and must have a minimum of two. For each membership held by the entity, the entity must designate an individual or family who will have the right to use the Membership. The designated individual or family may not be changed. Each designated user must submit a *Membership Application* and will be subject to the approval of the Club. Each designated

user must be a bona fide director, officer, partner, shareholder or employee of the entity, and will be financially responsible for the Membership in his/her name. No person other than the designated user and his/her immediate family will be entitled to use the Membership.

Business Social Memberships: Membership may be held in the name of a business in good standing (“entity”). The entity must designate a representative who will submit a *Membership Application* to the Club. The representative must be a bona fide director, officer, partner, or shareholder of the business and have the authority to sign on behalf of the business

## **MEMBERSHIP APPLICATION**

### **APPLICATION PROCEDURE**

Each person who desires to become a member must mail or deliver to the Membership Director a fully completed and signed *Membership Application*, along with a check for the required Membership Fee. In the event the *Membership Application* is not acted upon favorably, the Membership Fee will be fully refunded, without interest.

### **REVIEW OF APPLICATION**

After the Club has received the required materials, a determination will be made whether the applicant has satisfied the relevant conditions of membership. The determination of whether an applicant is approved for membership is made solely by the Club. If the application is not acted upon favorably, the applicant will receive a refund of any amount previously paid, without interest. The Club is under no obligation to give any reason for denying an application.

### **WAITING LIST**

If memberships are not available, the Club will establish a waiting list of those persons who have notified the Club in writing of their desire to purchase a membership.

### **SOCIAL WAITING FOR GOLF LIST**

Persons who become Social Waiting For Golf Members will be given priority for Golf Memberships as they become available.

## **FAMILY AND GUEST PRIVILEGES**

### **IMMEDIATE FAMILY PRIVILEGES**

A member’s immediate family will be entitled to use the Club Facilities on the same basis as the member. A member’s immediate family includes the member’s spouse and



their unmarried children through the age of 23 who are living at home, attending school on a full-time basis, or serving in the military.

#### **PRIVILEGES FOR INDIVIDUALS LIVING WITH MEMBER**

An unmarried member living together with another individual of the same or opposite sex in the same household as a family unit may designate the other individual to use the Club Facilities as an immediate family member. The total number of adults who have membership privileges is limited to two adults per membership, including the member. The member and the designated user shall be individually and jointly responsible for the payment of all charges and fees incurred by the designated user.

#### **GUEST PRIVILEGES**

Members may have guests use the Club Facilities in accordance with the member's category of membership and the Rules and Regulations of the Club. The Club will allow the same guest, regardless of which member accompanies said guest, to use the golf course only once in any calendar month and no more than six times per membership year.

The member accompanying said guest will be responsible for the payment of charges incurred but not paid by his or her guests, including any applicable daily guest fees established by the Club from time to time. Members will also be responsible for the conduct of their guests. The six times restriction on the number of times a person can play golf each membership year shall exclude tournament play in any member-guest tournament.

#### **OUT OF STATE GUEST PRIVILEGES – EFFECTIVE APRIL 1, 2022**

Members at The Fox Hill Club have the opportunity to share the club with their out-of-state family and guests. For \$400 per person, per week and a maximum of 2 weeks per year, out of state guests of Fox Hill members will receive full access to the club. This includes the golf course, fitness, swimming pool, and tennis areas. The fee includes all green fees and range fees. Cart fees are additional.

Out of state guests will not have a member account but can use the club and pay for all services via cash or credit card. They may also charge to their sponsoring Member's account with the written approval of the Member who will take responsibility for all unpaid Guest charges during their stay.

### **MEMBERSHIP FEES**

#### **MEMBERSHIP FEE REQUIRED TO ACQUIRE MEMBERSHIP**

Persons desiring to be members of the Club must pay the Membership Fee in effect on the date of application for a membership. The Membership Fee will be set by the Club in its sole and absolute discretion and may change from time to time.

#### **MEMBERSHIP FEES ARE NON-REFUNDABLE**

If a Golfing Member or a Social Member elects to resign from the Club, the Club shall have no obligation to repay all or any part of the Membership Fee.

### **RESIGNATION AND TRANSFER OF MEMBERSHIP**

#### **RESIGNATION FROM THE CLUB**

Should a member desire to resign from the Club, the member shall be required to give two months written notice to the Club. Resignation of a membership is irrevocable, unless otherwise determined by the Club. A member may not transfer or sell his or her membership to any person or entity except by the Transfer of Membership Policy described below.

#### **TRANSFER OF MEMBERSHIP UPON DEATH OF MEMBER**

Upon the death of a Full Member, the membership will automatically pass to the surviving spouse of the deceased member without the payment of any additional Membership Fee. If the deceased member is not survived by a spouse or the spouse does not desire the membership, then an adult child or grandchild of such member, if approved for membership by the Club, may acquire the deceased member's membership without the payment of any additional Membership Fee or transfer fee.

#### **LEGAL SEPARATION OR DIVORCE**

In the event of the divorce or separation of spouses having membership privileges, the membership, including all of its rights and benefits, will vest in the spouse awarded the membership by an agreement of separation or a decree of divorce. Until the award of the membership and written notice thereof is provided to the Club, both spouses will be jointly and severally liable for all dues and charges and both may continue to enjoy membership privileges so long as such amounts are timely paid. The Club reserves the right from time to time, in its sole and absolute discretion, not to transfer the membership to either spouse if the Club from time to time, in its sole and absolute discretion, is unable to determine the person who is lawfully entitled to receive the membership. In the case of divorce, if the Club has been unable to determine which spouse is legally entitled to the membership within six months after the date of the divorce decree, the membership shall automatically be deemed resigned.

#### **UPGRADE OF MEMBERSHIP**

If a Social Member desires to upgrade to a Full Membership, the member may upgrade to Full Membership on terms and conditions determined by the Club from time to time.

## **DOWNGRADE OF MEMBERSHIP**

Downgrades of membership will not be permitted except in cases of hardship as verified in writing and approved by the Club.

## **MEMBER DUES AND FEES**

### **MEMBERSHIP YEAR**

The Club's membership year will constitute the 12-month period commencing April and ending March 31, unless otherwise established by the Club from time to time.

### **DUES, FEES AND CHARGES**

The Club will determine the amount of dues, fees and charges to be payable by member each year. Dues shall be payable on a monthly basis on or before the first day of each month, unless otherwise determined by the Club from time to time.

The Club will assess a "late charge" for accounts that remain unpaid after the 10<sup>th</sup> day of the month. Accounts that remain delinquent for a period of 45 days will result in the suspension of charging privileges and will be assessed interest at the rate of 18% per annum. Finally, if an account is delinquent after 75 days, the Membership will be suspended until the full amount owed (monthly dues, monthly minimums, assessed charges and interest) is paid in full.

Members who elect to pay their monthly dues on an annual basis, via check, and in advance are entitled to an Annual Payment Incentive of by the Club and which may change from time to time at the sole and absolute discretion of the Club. Members can further learn about Annual Payment Incentives by contact anyone in the Management Office.

The current dues, fees and charges for use of the Club Facilities are indicated on the *Schedule of Dues, Fees and Charges*. The amount of dues, fees and other charges is subject to change from time to time by the Club. Payment of dues by members is a continuing obligation of membership which is not suspended due to the closure of any or all of the Club Facilities which result from acts of God, natural disasters, pestilence, weather, fires, drought, the need to replace turf and landscaping on the Club property due to disease or other unanticipated cause, requirements imposed by governmental authorities after the date hereof and any events beyond the reasonable control of the Club.

## **CLUB OPERATIONS**

### **MANAGEMENT AND OPERATION**

The Company manages and operates the Club facilities. As a result, the Company is solely responsible for the government and administration of the Club facilities and the Club will have the exclusive authority to accept members, set dues and charges, establish rules and regulations and control the management and affairs of the Club facilities and the Club.

### **CLUB POLICIES**

In order to enhance the recreational and social pleasure of members and their guests, the Club reserves the right to establish (see *Member Policies*) or modify rules, regulations, policies, guidelines, or systems governing access or reservation of the Club facilities.

### **ADVISORY BOARD**

The Club will establish an Advisory Board comprised of members whose purpose includes fostering good relations between the members and management of the Club, providing the Club with input on programs, plans and activities of the Club, and advising on the Club's policies, rules and regulations. The management of the Club shall meet with the Advisory Board on a periodic basis to discuss the operation of the Club facilities. The Advisory Board shall have no duty or power to negotiate or otherwise act on behalf of the Club, its management or the members of the Club, and shall serve only in an advisory capacity. The management of the Club will have the final authority on all matters concerning the Club facilities and the members of the Club.

### **CLUB COMMITTEES**

In collaboration with the Advisory Board, the Club may establish Golf Committees, a Social Committee, and other appropriate committees. The management of the Club will meet with these committees periodically to discuss Member programs and events at the Club. Each of the committees will act only in an advisory capacity and will not have any duty or authority to act on behalf of the members or the Club.

### **RECIPROCAL PRIVILEGES**

The Club may, in its sole and absolute discretion, enter into reciprocal use privileges and access agreements with other clubs, as the Club determines appropriate from time to time, in its discretion.

### **PROMOTIONAL USE AND TOURNAMENT OR GROUP PLAY**

The Club will have the right to designate other persons who will not count toward membership limits, including, employees and designees of the Club and their guests to

use the Club Facilities upon such terms and conditions as may be determined from time to time by the Club. The Club reserves the right, at its sole and absolute discretion, to restrict or to otherwise reserve in advance the Club Facilities for maintenance, tournament or group play, outings and other special events from time to time. Tournaments, special events and the like may be scheduled at the sole discretion of the Club.