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*Chief Financial Officer*

Mark Thomas, CCM  
*Director of Food and Beverage*

## Welcome to Forest Highlands Golf Club!

Long established as Northern Arizona's finest private residential golf community, Forest Highlands provides an incomparable landscape, surrounded by the largest stand of ponderosa pines in the world. A sense of community permeates every aspect, whether on the championship golf courses, tennis courts, in the dining areas, or while strolling through the community trails. Kids forge lasting friendships at our sports camps, evening programs, and daily slate of recreational activities. Neighbors come together to enjoy a rich variety of festivities and celebrations while also finding comfort in the privacy of this secure enclave. Designed by Tom Weiskopf and Jay Moorish and completed in 1988, the original Canyon golf course seamlessly blends with the dramatic surroundings, complementing the canyons and lush forest that embrace Forest Highlands. The Canyon course has consistently held a place in Golf Digest's "Top 100 Courses" since 1993. Golf enthusiasts can also experience the Weiskopf-designed Meadow, a serene and scenic course featuring beautiful lakes, wildflowers, and wetlands.

The Forest Highlands lifestyle is about exploring nature's artistry with your family and friends. Your place is here in the shadow of the San Francisco Peaks of Northern Arizona and the incomparable ponderosa forest. In this unique setting, you and your family can reclaim the joy of every season.

Special Memberships provide a means to join this exclusive community without property ownership. The Board only allows a limited number of these memberships each year. The cost of a Special Membership for 2024 has been set at \$105,000, a price valid through December 31, 2024.

Should you have any questions or require additional information regarding the items contained in this packet, please feel free to contact me.

Sincerely,

**Julie Sterner**

Director of Marketing & Communications  
Forest Highlands Golf Club  
928.525.5212 | 928.525.1369 fax  
jsterner@fhgc.com  
www.fhgc.com

## Special Membership Purchase Agreement

This Special Membership Purchase Agreement (this “**Agreement**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”) by and between The Forest Highlands Association, an Arizona nonprofit corporation (the “**Association**”) and \_\_\_\_\_ (the “**Purchaser**”).

The Association and the Purchaser agree as follows:

1. **Defined Terms.** Unless otherwise defined in this Agreement, each capitalized term used in this Agreement shall have the meaning given to such term in the Amendment to and Restatement of Declaration of Covenants, Conditions and Restrictions for Forest Highlands, as amended from time to time (the “**Declaration**”) recorded in the records of the County Recorder of Coconino County, Arizona.

2. **Issuance of Special Membership.** Upon the execution of this Agreement by the Association and the payment by Purchaser to the Association of the sum of \$ \_\_\_\_\_ (the “**Special Membership Fee**”), the Association shall issue to the Purchaser a Special Membership in the Association and the Purchaser shall become a Special Member of the Association. Purchaser agrees and acknowledges that the Special Membership is a non-equity membership, and that the Special Membership Fee is non-refundable, except as expressly provided in Paragraph 6.

3. **Rights and Obligations of Purchaser as Special Member.** The Special Membership issued to the Purchaser pursuant to this Agreement and the rights and obligations of the Purchaser as a Special Member of the Association shall be as set forth in the Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Association and in this Agreement. In the event of a conflict or inconsistency between the provisions of the Declaration, the Articles of Incorporation, Bylaws or rules and regulations of the Association and this Agreement, the Declaration, Articles of Incorporation, Bylaws and rules and regulations of the Association shall control. The Purchaser agrees to abide by and comply with the Declaration, the Articles of Incorporation, Bylaws or rules and regulations of the Association. The Purchaser acknowledges and agrees that as a Special Member, Purchaser shall be obligated to pay Assessments and other fees and charges to the Association in accordance with the provisions of the Declaration and the Articles of Incorporation, Bylaws and rules and regulations of the Association. Subject to the Declaration, the Articles of Incorporation, Bylaws or rules and regulations of the Association, Purchaser and Purchaser’s spouse and children, natural and adopted, under 25, and such other persons as may be approved by the Board from time to time pursuant to a request from the Purchaser that such person be granted the right to use the Golf Club Facilities and any tennis and swimming facilities in the Common Areas, shall have the privilege of using the Golf Course Facilities and any tennis and swimming facilities in the Common Areas to the same extent, including without limitation, guest privileges, as Regular Members, and to vote at Association elections.

**4. Non-Transferability.** The Special Membership issued to the Purchaser pursuant to this Agreement is not transferable and shall not be sold, transferred or assigned, except upon the death of the Purchaser in which case the Special Membership may be transferred only to the Purchaser's spouse upon written notice to the Association within 180 days after the date of death of the Purchaser.

**5. Termination.**

(a) **Pursuant to Declaration or by the Association.** The Special Membership issued to the Purchaser pursuant to this Agreement shall terminate as provided in the Declaration. In addition, the Special Membership may be suspended or terminated by the Board if the Purchaser fails to pay any Assessment, fee or other charge payable to the Association by the Purchaser or if the Purchaser violates any provision of this Declaration, the Association Rules or the Development Standards. Any termination of the Special Membership resulting from failure of the Purchaser to pay any Assessment, fee or other charge payable to the Association shall not relieve the Purchaser from the obligation for payment of all unpaid Assessments, fees or other charges as of the date of termination.

(b) **By Purchaser.** The Purchaser may terminate the Special Membership at any time by giving written notice of termination to the Association. In the event the Special Membership is terminated for any reason, the Special Membership shall revert to the Association.

**6. Capital Contribution Fee Credit.** If the Purchaser becomes the Owner of a Lot in Forest Highlands and concurrently with or subsequent to the purchase of the Lot voluntarily terminates the Special Membership pursuant to Paragraph 6(b), the Association will apply all or a portion of the Special Membership Fee to the payment of the Capital Contribution Fee payable by the Purchaser to the Association pursuant to the Declaration in connection the purchase of the Lot. The amount of the Special Membership Fee that will be applied to payment of the Capital Contribution Fee shall be determined as follows:

(a) If the Purchaser terminates the Special Membership within the first 24 months after the Effective Date, the Association will apply 100% of the Special Membership Fee as a credit toward the amount of the applicable Capital Contribution Fee;

(b) If the Purchaser terminates the Special Membership between the first day of the 25<sup>th</sup> month and last day of the 36<sup>th</sup> month after the Effective Date, the Association will apply 50% of the Special Membership Fee as a credit toward the amount of the applicable Capital Contribution Fee;

(c) If the Purchaser terminates the Special Membership between the first day of the 37<sup>th</sup> month and last day of the 48<sup>th</sup> month after the Effective Date, the Association will apply 25% of the Special Membership Fee as a credit toward the amount of the applicable Capital Contribution Fee;

(d) If the Purchaser terminates the Special Membership after the first day of the last of the 48<sup>th</sup> month after the Effective Date, no portion of the Special Membership Fee will be applied as a credit toward the amount of the applicable Capital Contribution Fee.

For purposes of determining the amount of the Special Membership Fee, if any, that will be applied to payment of the Capital Contribution Fee pursuant to this Paragraph, the first month after the month in which the Effective Date occurs shall be considered the first month after the Effective Date.

## 7. **General Provisions.**

(a) **Governing Law/Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Arizona. In regard to any litigation which may arise out of this Agreement, the Parties shall and do hereby submit solely to the jurisdiction of and the Association and the Purchaser hereby agree that the proper venue shall be solely in the Superior Court of Coconino County, Arizona (the "**Court**").

(b) **Successors and Assigns.** Subject to the limitations set forth in this Agreement, this Agreement shall binding upon and inure to the benefit of the Parties and their respective successors or assigns.

(c) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

(d) **Titles and Headings.** Titles and headings to sections in this Agreement are for reference only, and shall in no way limit, define or otherwise affect the provisions of this Agreement.

(e) **Entire Agreement.** This Agreement constitutes the entire contract and agreement between the Association and the Purchaser with respect to the subject matter of this Agreement. All terms, conditions, representations, warranties, understandings and interpretations contained in any other written or oral communication between the Association and the Purchaser are superseded by this Agreement. In executing this Agreement, the Association and the Purchaser acknowledge that they are relying solely on the matters set forth in this Agreement and not on any other inducements, written or oral, by the other party or other agent, employee or representative thereof. No amendment or modification of this Agreement shall be effective unless it is in writing and signed by Association and the Purchaser.

(f) **No Waiver/Cumulative Remedies.** No waiver of any term or condition of this Agreement shall be effective unless it is in writing and is signed by the party against whom enforcement or waiver is sought, then only in the particular circumstances specified. No failure by the Association or the Purchaser to exercise a right or privilege provided in this Agreement or to require timely performance of any obligation under this Agreement in strict accordance with the provisions of this Agreement shall preclude the exercise of such rights or privileges or the enforcement of such obligations in different circumstances or upon the reoccurrence of the

same or similar circumstances. The exercise of any remedy provided for at law, in equity or in this Agreement shall not by implication preclude the exercise of any other remedy.

(g) **Gender.** As used in this Agreement, the masculine, feminine and neuter and the single and plural number shall each be construed to include the other whenever the context so requires.

(h) **Attorneys' Fees.** In the event of any litigation between the Association and the Purchaser arising out of this Agreement, the prevailing party in such litigation, as determined by the Court, shall be entitled to recover from the non-prevailing party all attorneys' fees, expert witness fees and court costs, as determined by the Court, incurred by the prevailing party in such litigation.

(i) **Notices.** All notices of the communications required or permitted under this Agreement shall be in writing, and shall be given by personal delivery, overnight courier service, or deposit in United States mail (registered or certified), correctly addressed to the intended recipient as follows:

If to the Association:

The Forest Highlands Association  
2425 William Palmer  
Flagstaff, AZ 86001

If to the Purchaser:

Such notices shall be deemed to be given and received as follows: (i) upon actual receipt, if delivered personally or by overnight courier service; or (ii) 3 days following deposit in the United States mail if delivered by the postal service. The Parties may from time to time designate a different address by written notice given to the other Party in the manner provided in this Paragraph not less than 3 days prior to the effective date of the change.

The Parties have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
Purchaser

THE FOREST HIGHLANDS ASSOCIATION,  
an Arizona nonprofit corporation

\_\_\_\_\_  
Purchaser

By: \_\_\_\_\_  
Its: \_\_\_\_\_