

Thirteen Years is a LONG TIME

The proposed Fourth Amendment states that because the Fourth Amendment is for the benefit of both the Club and the homeowners, that it cannot be changed for 13 years unless the Club agrees. First, there is no demonstrable proof that homeowners would benefit by the Club's expansion. Second, there's no proof that the Club has any ability to forecast what may happen over the next thirteen years, particularly its financial stability. Thirteen years is too long a time to accurately forecast any of the many different things that could happen. Also, because the Club refuses to provide any financial information, homeowners have no insight about the Club's short- or long-term financial stability.

Following are but a few scenarios that would dramatically affect homeowners and home values:

- What if the Club obtains a loan for the expansion project, the completion costs exceed available funds, resulting in large unforeseen and unbudgeted loan payments? The Club's poor financial health could subject it to bankruptcy or sale. This would greatly reduce the value of our homes and negatively affect resales.
- What if the forecasted Club revenue does not meet expectations. Under the terms of the Fourth Amendment the Club could institute special "fees and dues and other charges" on homeowners to cover the expenses. Because we cannot, unless the Club agrees, get out of the relationship with the Club for 13 years, we would have no recourse but to pay the Club. Besides affecting our personal finances, this would depress the value of our homes.
- What if selling or refinancing our homes becomes much more difficult due to mortgage companies' refusal to give conventional loans because of the encumbrance posed by the mandatory membership or continuing litigation on the Fourth Amendment? Again, our home values would depreciate, and the pool of potential buyers reduced because of the mandatory membership.

The proposed Fourth Amendment is a very real threat to our finances and home values.

VOTE NO on the proposed Fourth Amendment.

[In case you didn't received the mailed flyer, here is a digital version of it.](#)

VOTE NO ON THE PROPOSED REVISED FOURTH AMENDMENT TO THE FIREROCK DECLARATION WWW.FIREROCKFREEDOMOFCHOICE.COM

As a homeowner living in the Firerock HOA area, you're being asked to vote to approve a new Fourth Amendment to the HOA's governing Declaration. This new Fourth Amendment mandates that *all* homeowners living *within* Firerock's HOA area must also be members of the Firerock Golf and Country Club ("Club") and subject to the Club's mandatory fees. The Fourth Amendment would give the Club very broad financial and legal powers over homeowners living within the Firerock HOA area and is, essentially, **a tool to spread the financial liabilities of the Club to the surrounding residential homeowners :**

- 1. Under the Amendment, you are subject to mandatory Community Membership Contributions, fees, dues, transfer fees (after 13 years) and initiation fees, assessed by the Club,** regardless of whether the Club deteriorates, is sold, or you never use any of the Club's amenities. The revised Fourth Amendment defines Community Membership Contributions, but does not define "Transfer Fees, Fees, and dues" which are in addition to the Community Membership Contributions and can be assessed at the discretion of the Club. (after 13 years in the case of transfer fees)
- 2. The Club has discretion to determine the benefits, if any, of a Community Membership which can be changed at the discretion of the Club.**
- 3. The Club will place a lien on your real estate for unpaid membership "contributions, transfer fees, dues, fees and other charges owed to the Club" together with" interest, late fees, costs and reasonable attorneys fees."**
- 4. The Amendment cannot be changed for 13 years unless the Club agrees.** Even if the Club fails financially, or reduces services during the 13-year timeframe, you as a mandatory member *cannot* resign your membership and there is no way to get out from under the Fourth Amendment, even if all of the homeowners agree.
- 5. Property values will be substantially dependent upon the Club's success or failure** and will be more difficult to sell due to mandatory club membership. Prospective buyers will be limited to those that want to be members of the Club.
- 6. The Club refuses to allow homeowners in the Firerock HOA to review financial records.** Homeowners have no idea of how "healthy" the Club is.
- 7. The Amendment allows Club owners to sell the Club** and mandatory members cannot quit the Club but would be responsible for any and all fees levied by the new owner.
- 8. The Amendment specifically prohibits the multi-family Associations from representing their members in negotiating with the Club and requires members to deal with the Club individually.** This provision further disempowers the multi-family mandatory members. It is unclear why this provision is included, and in ALL CAPS.
- 9. Mandatory Club membership was not disclosed or foreseeable when we bought our properties,** nor did our realtors foresee it and the absence of mandatory membership was confirmed by Firerock HOA when homeowners purchased property within Firerock HOA. Many people bought their homes *specifically because* there was no mandatory Club membership. It is not fair to force club membership on us.
- 10. Prospective purchasers of our condominiums will not qualify for conventional**

mortgages (Fannie Mae/Freddie Mac regulated) if the Firerock HOA requires membership in the club. This will result in higher costs for financing the purchase of a condo, depress our home values and make it difficult to sell condominiums in the Firerock HOA area.

11. Unlike Club members who live *outside* of the Firerock HOA area and who *always* have the option to quit the Club if something occurs that affects them negatively, all homeowners who live *within* the Firerock HOA area *do not* have the option to drop their Club membership if the Fourth Amendment passes.

You will find a complete copy of the revised proposed Fourth Amendment on the firerockfreedomofchoice.com website, under Documents.

This information is based upon the revised version of the Fourth Amendment that was distributed on February 14, 2022. If the Club subsequently releases another revised version, some of this information may not be accurate.

BE SURE TO ATTEND THE TOWN HALL MEETING REGARDING THIS PROPOSED FOURTH AMENDMENT ON FEBRUARY 28, 2022 AT 6 PM AT THE CLUB. A ZOOM LINK WILL BE PROVIDED ON THE MYFIREROCKHOA WEBSITE.

These are only some of the negative consequences if the Amendment passes. For example, the titles to properties will be tied up in litigation for the foreseeable future as several Firerock HOA homeowners have made it clear that they would litigate if the Amendment is passed. This and the property devaluations that may result from the mandatory membership, the inability of potential buyers of condominiums to obtain conventional mortgages, and the unknown state of the Club's financial situation will all combine to make our futures as Firerock homeowners tenuous.

The Club owners are the sole financial beneficiaries if the Amendment passes because of the guaranteed income stream the mandatory memberships will provide. The only thing the homeowners in the Firerock HOA will gain is minimum of 13 years of financial liability for the Club and an uncertain future.

FOR MORE INFORMATION GO TO WWW.FIREROCKFREEDOMOFCHOICE.COM

1 Firerock Country Club revised the Fourth Amendment to provide that there would be no transfer fees for 13 years, and specified the initial Community Membership Contribution to be \$50 for condo owners and \$475 for single family owners. Payment begins when the Club Expansion project is substantially finished.

2 See what happened to homeowners in Florida with mandatory country club memberships. **Mandatory Club Memberships on the Wane as Successful Strategy** .

Important Meeting

Firerock Town Hall Amendment Process

Feb 28th, 2022 6pm

Firerock Country Club

Zoom link will be distributed

Voice your opinion on the Amendment.



Please go to www.firerockfreedomofchoice.com for more information and comments

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