

invalid or unenforceable, the Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot or Tract in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and by accepting a Deed to a Lot or Tract agrees that neither the Declarant nor any Builder shall have any liability with respect thereto.

ARTICLE 3
EASEMENTS AND RIGHTS OF ENJOYMENT IN MASTER
COMMON AREAS

3.1 Easements of Enjoyment. Declarant and every Owner and Resident of the Property shall have a right and easement of enjoyment in and to the Master Common Areas which shall be appurtenant to, and shall pass with, the title to every Lot and Tract subject to the following provisions:

(a) The right of the Master Association to charge reasonable admission and other Special Use Fees for the use of the Master Common Areas or any facilities constructed thereon.

(b) The right of the Master Association to suspend the voting rights; right to use of the facilities and other Master Common Areas by any Member; and any other rights incidental to membership (i) for any period during which any Assessment against his Lot remains delinquent; (ii) for a period not to exceed sixty (60) days for any infraction of this Declaration or the Property Rules, and (iii) for successive sixty (60) day periods if any such infraction is not corrected during any prior sixty (60) day suspension period; provided, however, that a Member's rights may only be suspended under procedures sufficient to comply with Arizona law.

(c) The right of the Master Association to regulate the use of the Master Common Areas through the Property Rules and to prohibit or limit access to certain Master Common Areas, such as specified landscaped areas. The Property Rules shall be intended, in the absolute discretion of the Board, to enhance the preservation of the Master Common Areas for the safety and convenience of the users thereof, and otherwise shall serve to promote the best interests of the Owners and Residents.

(d) The right of the Master Association to dedicate or transfer all or any part of the Master Common Areas to any entity for such purposes and subject to such conditions as may be agreed to by the Master Association. No such dedication or transfer shall be effective unless an instrument signed by the Owners of at least two-thirds (2/3) of each class of Membership in the Master Association, exclusive of Declarant, agreeing to such dedication or transfer has been Recorded. In addition, if ingress or egress to any Lot is provided through the Master Common Area, any such dedication or transfer shall be subject to such Lot Owner's continuing right and easement for ingress and egress.