

7.2 Right to Vote; Declarant's Retention of Class B Voting Rights. No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided with satisfactory proof thereof. The vote for each such Membership must be cast as a unit and fractional votes shall not be allowed. If a Membership is owned by more than one Person or entity and such Owners are unable to agree amongst themselves as to how their vote or votes shall be cast, they shall lose the right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that such Member was acting with the authority and consent of all other owners of the same Membership unless objection thereto is made at the time the vote is cast. In the event more than one vote is cast for a particular Membership, none of said votes shall be counted and all said votes shall be deemed void. The Master Association shall have two (2) classes of voting Members, as follows:

7.2.1 **Class A.** Class A Members shall be all Owners except Declarant and any Builder. A Class A Member shall have one (1) vote for each Lot owned by such Member.

7.2.2 **Class B.** Class B Members shall be the Declarant and all Builders. The Class B Members shall have three (3) votes for each Lot owned. Notwithstanding anything contained herein to the contrary, until such time as a Builder is required to pay, or elects in writing to pay, the full Assessments, Declarant shall have the right to exercise all of such Builder's voting rights in the Association which are entitled to be cast by such Builder as a Class B Member. The Class B Memberships shall automatically cease and be converted to a Class A Membership upon the happening of the first to occur of the following events:

- (a) The date upon which the total votes of the Class A Memberships equals the total votes of the Class B Memberships; or
- (b) The date that is twenty (20) years after the date this Declaration is Recorded.

7.3 Membership Rights. Each Member shall have the rights, duties and obligations set forth in this Declaration and such other rights, duties and obligations as are set forth in the Articles and the Bylaws, as the same may be amended from time to time.

7.4 Transfer of Membership. The rights and obligations of the Owner of a Membership in the Master Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except (a) upon transfer of ownership to an Owner's Lot and then only to the transferee of ownership of the Lot, and (b) as provided above for the retention by Declarant of the voting rights of Builders who are not paying full Assessments. A transferor of a Lot must notify the Board of the transfer in writing, and remains liable for all obligations hereunder until the transferor so notifies the Board. A transfer of ownership to a Lot may be effectuated by deed, intestate succession, testamentary disposition, foreclosure of a mortgage or deed of trust of record or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer