

Upon recording, please return to:

Cross-Reference to charter recorded at:

MARIPOSA EAST, LP  
17700 N. Pacesetter Way, #100  
Scottsdale, AZ 85255  
Attn: Timothy P. Brislin

Document 200441052  
Book 407  
Page 41052

STATE OF NEW MEXICO

COUNTY OF SANDOVAL

2020025451 09/23/2020 01:07:32 PM  
MISCELLANEOUS Pg. 1 of 9  
Eileen Garbagni, Sandoval County Clerk B: 423 P: 25451



**SUPPLEMENT TO COMMUNITY CHARTER FOR  
MARIPOSA RESIDENTIAL PROPERTY**

**THIS SUPPLEMENT** (“**Supplement**”) is made this 23<sup>rd</sup> day of September, 2020, by Mariposa East, LP, an Arizona limited partnership (“**Founder**”).

**BACKGROUND STATEMENT**

**WHEREAS**, High Desert Investment Corporation, a New Mexico corporation, as the initial founder (“**HDIC**”), executed and filed that certain Community Charter for Mariposa Residential Property recorded on December 23, 2004, as Document 200441052 in Book 407, Page 41052, *et seq.*, in the Office of the County Clerk of Sandoval County, New Mexico, which was amended by that certain First Amendment to Community Charter for Mariposa Residential Property recorded on December 14, 2015, as Document 2015027734 in Book 418, page 27734, records of Sandoval County, New Mexico (as amended, the “**Charter**”); and

**WHEREAS**, HDIC executed and had filed that certain Memorandum of Assignment of Development and Contract Rights, which was recorded on December 20, 2012, as Document 2012032676 in Book 415, Page 32676, in the Office of the County Clerk of Sandoval County, New Mexico, wherein HDIC granted, transferred and assigned to MEast Holdings, LLC (“**MEH**”) all of its rights, title and interest in and to, including but not limited to, Founder’s interest under any and all of the community documents affecting the property described in Exhibit “B” of the Charter; and

**WHEREAS**, MEH executed and had filed that certain Assignment of Founder’s Rights, which was recorded on October 31, 2014, as Document 2014022738 in Book 417, Page 22738, in the Office of the County Clerk of Sandoval County, New Mexico, wherein MEH granted, transferred and assigned to Mariposa East, LP (“**Mariposa**”) all of its rights, title and interest in and to, including but not limited to, Founder’s interest under any and all of the community documents affecting the property described in Exhibit “B” of the Charter; and

**WHEREAS**, pursuant to the terms of Section 17.1 of the Charter, Founder has the unilateral right to submit all or any portion of the property described on Exhibit "B" of the Charter to the terms of the Charter by recording a Supplement describing the property to be subjected to the Charter and to the jurisdiction of Mariposa Community Association, Inc. (the "**Association**"); and

**WHEREAS**, pursuant to Section 17.3 of the Charter, Founder may record a Supplement, with the consent of the owner, if someone other than Founder owns the property, which Supplement may impose additional covenants on the property described in the Supplement; and

**WHEREAS**, the property described on Exhibit "A" of this Supplement (the "**Land**") is a portion of the property described on Exhibit "B" of the Charter; and

**WHEREAS**, Founder's rights have not expired under the Charter; and

**WHEREAS**, as of the date of recording this Supplement, the Land is owned by Butterfly Holdings, LLC, a New Mexico limited liability company ("**Owner**") and Owner desires to consent to the recording of this Supplement; and

**WHEREAS**, pursuant to Section 3.2 of the Charter, during the Development and Sale Period, Founder may unilaterally record a Supplement to the Charter to designate or change Neighborhood boundaries; and

**WHEREAS**, as of the date of recording this Supplement, the Development and Sale Period has not expired, and Founder desires to establish and identify the Land as a Neighborhood pursuant to the Charter; and

**WHEREAS**, pursuant to Section 3.4 of the Charter, during the Development and Sale Period, Founder may unilaterally record a Supplement to the Charter to designate or change a Service Area, and Founder desires to establish and identify the Land as a Service Area pursuant to the Charter.

**NOW, THEREFORE**, pursuant to the powers retained by Founder under the Charter and Owner's consent hereto, Founder hereby subjects the Land to the provisions of the Charter and this Supplement and to the jurisdiction of the Association. Such property shall be sold, transferred used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplement and the Charter, both of which shall run with the title to the Land and shall be binding upon all persons having any right, title, or any interest in all or any portion of the Land, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall be binding upon the Association in accordance with the terms of the Charter.

## **ARTICLE I**

### **Definitions**

The definitions set forth in the Charter are incorporated herein by reference.

**ARTICLE II**  
**Neighborhood Designation-Additional Property**

The Land is hereby established and designated as a Neighborhood to be known as "THE M" Neighborhood' pursuant to Section 3.2 of the Charter.

**ARTICLE III**  
**Common Area Conveyance**

Tract A, Block 1 and Tract B, Block 2 are hereby designated as common area tracts (the "Common Area") as set forth on the final plat for the Land ("The M Neighborhood Common Areas") filed on September 8, 2020, recorded in Volume 3, Folio 4587 as Document No. 2020P01583, records of Sandoval County, New Mexico ("The M Neighborhood Final Plat") shall be conveyed to the Association by the Owner, and in all events, the Owner shall convey The M Neighborhood Common Areas not later than thirty (30) days following completion of any required improvements to The M Neighborhood Common Areas and acceptance thereof by the Association. The M Neighborhood Common Areas are hereby designated as Common Area pursuant to Section 3.1 of the Charter.

**ARTICLE IV**  
**Service Area Designation**

Pursuant to Section 3.4 of the Charter, the Land is hereby established and designated as a newly created Service Area to be known as "The M Neighborhood Service Area". Pursuant to Section 3.1, The M Neighborhood Common Area is established as "Limited Common Area" which Limited Common Area includes the private access, landscape, drainage, city water and city SAS easements. Pursuant to Section 17.3 of the Charter, Founder hereby obligates the Association from and after the conveyance of The M Neighborhood Common Areas to the Association, to maintain and insure The M Neighborhood Service Area and any Limited Common Area established by The M Neighborhood Final Plat, and authorizes the Association to recover its costs through Service Area Assessments. Despite any contrary language or absence of language on The M Neighborhood Final Plat, Tracts A and B shall be deemed to be Limited Common Area for all purposes under the Charter.

**ARTICLE V**  
**Designation of Builder**

Founder hereby designates the Owner as a Builder and, pursuant to Section 2.5 of the Charter, extends all of the rights it has reserved under the Governing Documents with respect to development, marketing, and sale of the Land. Owner contemplates a sale of the Land (or portions thereof) to Twilight Homes of New Mexico, LLC, a New Mexico limited liability company ("Twilight"). Twilight shall be deemed to be a Builder with regard to the Land upon acquisition thereof.

**ARTICLE VI**  
**Amendment**

6.1. By Founder.

With the written consent of the Owner, which consent shall not be unreasonably withheld or delayed, and until conveyance of the first Unit to a Person other than a Builder, Founder may unilaterally amend this Supplement for any purpose. Thereafter, Founder may unilaterally amend this Supplement if such amendment is reasonably necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (d) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

6.2. By Owners.

Except as otherwise specifically provided above, this Supplement may be amended only by the affirmative vote or written consent, or any combination thereof, of 75% of the total votes allocated to the Units within the Land, the approval of the Board, and, during the Development and Sale Period, any such amendment shall also require Founder's written consent, which consent shall not be unreasonably withheld or delayed.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

6.3. Validity and Effective Date.

No amendment to this Supplement may remove, revoke, or modify any right or privilege of Founder or the Founder Member without the written consent of Founder or of the Founder Member, respectively (or the assignee of such right or privilege).

If an owner consents to any amendment to this Supplement, it will be conclusively presumed that such owner has the authority to consent, and no contrary provision in any Mortgage or contract between the owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplement.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;***

*SIGNATURES FOLLOW]*

IN WITNESS WHEREOF, the undersigned, on behalf of Founder, has executed this Supplement and affixed the corporate seal as of the day and year first written above.

FOUNDER:

MARIPOSA EAST, LP,  
an Arizona limited partnership

By: ABQ-GP, L.L.C., its General Partner,  
By: Harvard Ventures, Inc., its Manager

By: [Signature]  
Name: Timothy P. Brislin  
Title: V.P.

STATE OF ARIZONA            )  
                                          ) §  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on September 21, 2020, by Timothy P. Brislin, the Vice President of Harvard Ventures, Inc., the Manager of ABQ-GP, L.L.C., the General Partner of Mariposa East, LP, on behalf of Founder.

My Commission Expires:  
10-28-20

[Signature]  
Notary Public

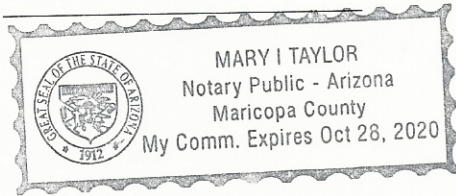






EXHIBIT "A"

Description of the Land

Lots 1-14, inclusive, and Tract A of Block 1, and Lots 1-10, inclusive, Lot 12, and Tract B of Block 2, as the same are shown and designated on the Subdivision Plat of The M, filed September 8, 2020, recorded in Volume 3, Folio 4587, as Document No. 2020P01583, records of Sandoval County, New Mexico.

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