



Upon recording, please return to:

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

Cross reference to Charter recorded at:
Document 200441052
Book 407
Page 41052

STATE OF NEW MEXICO

COUNTY OF SANDOVAL

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

THIS SUPPLEMENT (“Supplement”) is made this 4th day of December, 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 415, 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 20144022738 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, the Founder’s rights have not expired under the Charter;

WHEREAS, the property described on Exhibit “A” (“Tract 1A3”) of this Supplement was annexed into the Charter as Additional Property pursuant to that certain First Supplement to Community Charter for Mariposa Residential Property filed May 3, 2005, recorded in Book 408, page 15689 as Document No. 2005515689, records of Sandoval County, New Mexico;

WHEREAS, Tract 1A3 is owned by D.R. HORTON, INC., a Delaware corporation (“Owner”), as of the date of recording of this Supplement;

WHEREAS, pursuant to Section 3.2 of the Charter, Founder may record a supplement to the Charter to designate or change Neighborhood boundaries, and Founder desires to establish and identify Tract 1A3 as a Neighborhood pursuant to the Charter;

WHEREAS, pursuant to Section 3.4 of the Charter, the Founder may record a supplement to the Charter to designate or change a Service Area, and Founder desires to establish and identify Tract 1A3 as a Service Area pursuant to the Charter;

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;

NOW, THEREFORE, pursuant to the powers retained by the Founder under the Charter and Owner's consent hereto, the Founder desires to submit Tract 1A3 to the terms of this Supplement.

ARTICLE I
Definitions

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

ARTICLE II
Neighborhood Designation-Additional Property

Tract 1A3 is hereby established and designated as a Neighborhood to be known as "Jemez Vista" pursuant to Section 3.2 of the Charter.

ARTICLE III
Common Area Conveyance

Each of the Tracts set forth on the final plat for Tract 1A3 filed on November 6, 2020, recorded in Book 3, Page 4617, as Document No. 2020P01613, records of Sandoval County, New Mexico shall be conveyed to the Association by Owner, not later than thirty (30) days following completion of any required improvements to the Tracts, and the Tracts 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, Tract 1A3 is hereby established and designated as a newly created Service Area to be known as "Jemez Vista Service Area". Pursuant to Section 17.3 of the Charter, the Founder hereby obligates the Association to maintain and insure the Jemez Vista Service Area and authorizes the Association to recover its costs through Service Area Assessments.

ARTICLE V
Designation of Builder

The Founder hereby designates Owner as a Builder and may, pursuant to Section 2.5 of the Charter, extend some of the rights it has reserved under the Governing Documents with respect to development, marketing, and sale of Tract 1A3.

ARTICLE VI
Amendment

6.1. By the Founder.

With the written consent of Owner, which consent shall not be unreasonably withheld or delayed, and until conveyance of the first Unit to a Person other than a Builder, the Founder may unilaterally amend this Supplement for any purpose. Thereafter, the Founder may unilaterally amend this Supplement if such amendment is 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.

In addition, during the Development and Sale Period, the Founder may unilaterally amend this Supplement for any other purpose, provided the amendment has no material adverse effect upon any right of more than 2% of the Owners.

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 Tract 1A3, the approval of the Board, and, during the Development and Sale Period, any such amendment shall also require the Founder's written consent.

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 the Founder or the Founder Member without the written consent of the 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.

IN WITNESS WHEREOF, the undersigned, on behalf of the 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
ADDRESS: 17700 N. Pacesetter Way, Suite 100
Scottsdale, AZ 85255

By: ABQ-GP, L.L.C., an Arizona limited liability company
Its: General Partner

By: Harvard Ventures, Inc., a Nevada corporation
Its: Manager

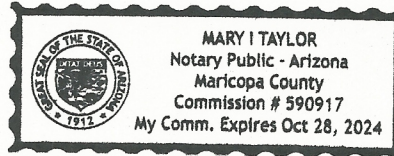
By: [Signature]
Name: Timothy P. Brislin
Title: Vice President

By: [Signature]
Name: Katherine L. Ashram
Title: Treasurer

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on December 4, 2020, by Timothy P. Brislin, the Vice President of Harvard Ventures, Inc., a Nevada corporation, the Manager of ABQ-GP, L.L.C., an Arizona limited liability company, the General Partner of Mariposa East, LP, an Arizona limited partnership, on behalf of the Founder.

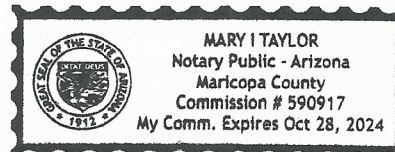
[Signature]
Notary Public



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

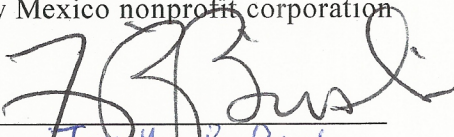
This instrument was acknowledged before me on December 4, 2020, by Katherine L. Ashram, the Treasurer of Harvard Ventures, Inc., a Nevada corporation, the Manager of ABQ-GP, L.L.C., an Arizona limited liability company, the General Partner of Mariposa East, LP, an Arizona limited partnership, on behalf of the Founder.

[Signature]
Notary Public



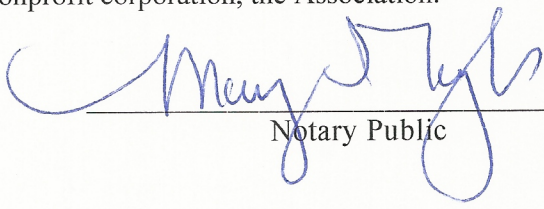
CONSENTED TO AND ACCEPTED BY ASSOCIATION:

MARIPOSA COMMUNITY ASSOCIATION, INC.,
a New Mexico nonprofit corporation

By: 
Name: Timothy P. Brislin
Its: President

STATE OF ARIZONA)
) §
COUNTY OF Maricopa)

The foregoing SUPPLEMENT TO COMMUNITY CHARTER FOR MARIPOSA RESIDENTIAL PROPERTY was acknowledged before me on December 4, 2020, by Timothy P. Brislin, the President of Mariposa Community Association, Inc., a New Mexico nonprofit corporation, the Association.


Notary Public

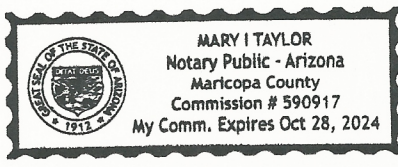


EXHIBIT "A"

Description of Tract 1A3

Lots 1 through 41, inclusive, and Tracts 1A-3-A through 1A-3-E, inclusive, as the same are shown and designated on the Plat for Jemez Vista at Mariposa, filed November 6, 2020, recorded in Volume 3, Folio 4617, as Document No. 2020P01613 records of Sandoval County, New Mexico.