

Upon recording, please return to:

Cross-Reference to Charter recorded at:

Myers, Oliver & Price
1401 Central Ave NW
Albuquerque, NM 87110
Attn: Hope Wynn

Document 200441052
Book 407
Page 41052

STATE OF NEW MEXICO
COUNTY OF SANDOVAL

SANDOVAL COUNTY
200648352
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**SIXTH SUPPLEMENT TO COMMUNITY CHARTER FOR
MARIPOSA RESIDENTIAL PROPERTY**

THIS SUPPLEMENT is made this 28 day of September, 2006, by High Desert Investment Corporation, a New Mexico corporation ("Founder").

BACKGROUND STATEMENT

WHEREAS, the Founder executed and filed that certain Community Charter for Mariposa Residential Property, which was 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 ("Charter"); and

WHEREAS, the property described on Exhibit "A" of this Supplement (the "Property") was submitted to the Charter and to the jurisdiction of the Mariposa Community Association, Inc. (the "Association") upon recording of the Charter; and

WHEREAS, pursuant to Section 3.2 of the Charter, the Founder may unilaterally record a supplement to the Charter to designate or change a Neighborhood; and

WHEREAS, the Founder desires to establish and designate the Property as a Neighborhood.

NOW, THEREFORE, pursuant to the powers retained by the Founder under the Charter, the Founder hereby subjects the Property to the provisions of this Supplement. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplement which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in all or any other Property, 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

Neighborhood Designations

The Property that is identified on Exhibit "A" of this Supplement is hereby established and designated as a Neighborhood to be known as "Desert View" pursuant to Section 3.2 of the Charter. Additional Units may be added to the Neighborhood as provided for in the Charter.

ARTICLE II

Amendment

2.1. By the Founder. 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.

2.2. 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 Additional Property, 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.

2.3. 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.

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EXHIBIT "A"

Description of Property

Desert View – Mariposa Lots 1 – 50 as the same is shown and designated on the Final Plat of Desert View – Mariposa (A Replat of Tracts 1A-5, 1A-7, 1A-8 & OS-8 Mariposa East) filed in the office of the County Clerk of Sandoval County, New Mexico on February 11, 2005 in book 408, page 5002 as document 200505002