

Upon recording, please return to:

Cross-Reference to charter recorded at:

MARIPOSA EAST, LP
17700 N. Pacesetter Way, #100
Scottsdale, AZ 85255
Attn: Roger Theis

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 24th day of October, 2025, 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, and that certain Amended and Restated Second Amendment to Community Charter for Mariposa Residential Property recorded on October 17, 2024, as Document 2024022539 in Book 427, page 22539, and that certain Third Amendment to Community Charter for Mariposa Residential Property recorded on August 13, 2025, as Document 2025018699 in Book 428, page 18699, 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, 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 RICHMOND AMERICAN HOMES OF NEW MEXICO, INC., a Colorado corporation ("**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 "Seasons" pursuant to Section 3.2 of the Charter.

ARTICLE III
Common Area Conveyance

Each of the common area tracts set forth on the final plat for the Land (the “**Common Areas**”) filed on February 8, 2023, recorded in Volume 3, Folio 5010 as Document No. 2023P02006 records of Sandoval County, New Mexico (the “**Final Plat**”) have been conveyed to the Association by the Owner following completion of the required improvements to the Common Areas and acceptance thereof by the Association. The Common Areas are hereby designated as Common Area pursuant to Section 3.1 of the Charter.

ARTICLE IV
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.

ARTICLE V
Amendment

5.1. 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 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, 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.

5.2. 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.

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.

5.3. 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.

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SIGNATURES FOLLOW]

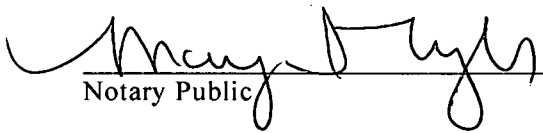
CONSENTED TO AND ACCEPTED BY ASSOCIATION:

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

By: 
Name: Roger Theis
Its: President

STATE OF ARIZONA)
) §
COUNTY OF MARICOPA)

The foregoing SUPPLEMENT TO COMMUNITY CHARTER FOR MARIPOSA RESIDENTIAL PROPERTY was acknowledged before me on October 24, 2025, by Roger Theis, the President of Mariposa Community Association, Inc., a New Mexico nonprofit corporation, the Association.

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Notary Public

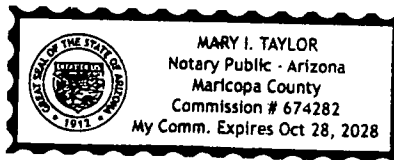


EXHIBIT "A"

Description of the Land

Lots 1, 2, 4, 5, 7, 31, 36, 37, 39, 41 through 89, 93, 96 through 114, 132, 161, and 165 through 168, and Tracts 1 through 13, of Plat for Seasons of Monarch Subdivision, being comprised of Tract 1A-13, Monarch Subdivision Phase 1 filed in the office of the County Clerk, Sandoval County, New Mexico on filed on February 8, 2023, recorded in Volume 3, Folio 5010 as Document No. 2023P02006.