

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 TO COMMUNITY CHARTER FOR MARIPOSA RESIDENTIAL PROPERTY (“**Supplement**”) is made by Mariposa East, LP, an Arizona limited partnership (“**Founder**”), intended to be effective as of February 8, 2023 (the “**Effective Date**”), notwithstanding any later date of execution.

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, 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, the Land became subject to that certain plat filed on February 8, 2023, by Richmond American Homes of New Mexico, Inc., a Colorado corporation ("Richmond"), as Owner of the Land as of the Effective Date, recorded in Volume 3, Folio 5010 as Document No. 2023P02006 records of Sandoval County, New Mexico (the "Final Plat"). This Supplement was intended to be recorded concurrently with the recordation of the Final Plat but, due to a clerical error, the Supplement was not recorded;

WHEREAS, the Final Plat identified the existence of a homeowner association that would be conveyed property and maintain private drainage easements;

WHEREAS, the Charter was disclosed to homebuyers in connection with the purchase and sale agreements entered into by and between homebuyers and Richmond; 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 the Development and Sale Period has not expired.

NOW, THEREFORE, pursuant to the powers retained by Founder under the Charter, as of the Effective Date, 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, as of the Effective Date, was established and designated to be within the Neighborhood known as "Seasons" pursuant to Section 3.2 of the Charter.

ARTICLE III
Amendment

3.1. By Founder.

With the written consent of the Owners, 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.

3.2. 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, 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.

3.3. 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 have executed this Supplement to Community Charter for Mariposa Residential Property to be effective as of the Effective Date.

FOUNDER:

MARIPOSA EAST, LP,
an Arizona limited partnership

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

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

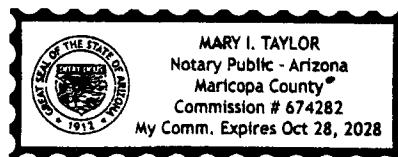
By: *Christopher J. Cachera*
Name: Christopher J. Cachera
Title: Sr. Vice President

By: *Timothy P. Brislin*
Name: Timothy P. Brislin
Title: Sr. Vice President

STATE OF ARIZONA)
)§
COUNTY OF MARICOPA)


This instrument was acknowledged before me on March 19, 2026, by Christopher J. Cachera, the Sr. Vice President and Timothy P. Brislin, the Sr. 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 thereof.

Mary I. Taylor {seal}
Notary Public



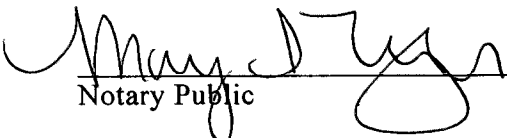
CONSENTED TO AND ACCEPTED BY THE ASSOCIATION:

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

By: 
Name: Roger Theus
Its: President

STATE OF ARIZONA)
) §
COUNTY OF MARICOPA)

The foregoing SUPPLEMENT TO COMMUNITY CHARTER FOR MARIPOSA RESIDENTIAL PROPERTY was acknowledged before me on March 20, 2026, by Roger Theus, the President of Mariposa Community Association, Inc., a New Mexico nonprofit corporation, on behalf thereof.

 {seal}
Notary Public

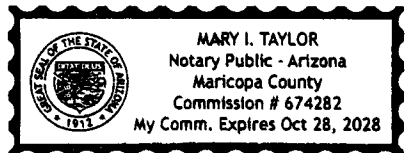


EXHIBIT "A"

Description of the Lots

Lots 3, 6, 8 through 30, inclusive, 32 through 35, inclusive, 38, 40, 90 through 92, inclusive, 94, 95, 115 through 131, inclusive, 133 through 160, inclusive, 162 through 164, inclusive, and 169 through 174, inclusive, 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.