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C KRUSE, CLK&REC MONTROSE, CO SUP R 36.00

**SECOND SUPPLEMENT TO THE
THE COMMUNITY CHARTER FOR BROWN RANCH**

THIS Second Supplement of The Community Charter for the Brown Ranch (the "Second Supplement to the Declaration") is made as of April 30th, 2006, by Sunshine of the Montrose, Inc., a Colorado corporation (the "Declarant").

RECITALS:

A. Declarant has heretofore caused to be recorded on December 5, 2003, in the books and records of the Clerk and Recorder of Montrose County, Colorado, at Reception # 713205, pages 1-69, a Community Charter for The Brown Ranch, (the "Declaration").

B. In Article 3 of the Declaration, Declarant expressly reserved for itself (all capitalized terms used herein shall have the meanings as defined in the Declaration, unless otherwise defined or modified herein) the right to expand the Property by annexing and submitting additional Lots and Common Area by one or more duly recorded supplements to the Declaration and Expansion plats.

C. Declarant hereby submits to the Declaration the following described property:

Lots A1-A8, Lots A18-A24 and Lot A58, Brown Ranch, Filing # 3 as shown on the plat as recorded April 11, 2006, in the books and records of the Clerk and Recorder of Montrose County, Colorado, at Reception # 753417, pages 1&2 (hereinafter referred to as the "Expansion Property").

D. Declarant reserves the right for itself to further expand the Property in the future in accordance with the Declaration.

Declarant hereby declares that both the Property and the Expansion Property shall be held, sold and conveyed subject to the Declaration, the covenants, conditions and restrictions of which are for the purpose of protecting the value and desirability of the Property and the Expansion Property and which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property or the Expansion Property.

1. General. The terms and provisions contained in this Second Supplement to the Declaration shall be in addition and Expansion to the terms and provisions contained in the Declaration. All terms and provisions of the Declaration, including all definitions, except those terms and provisions specifically modified herein, shall be applicable to this Second Supplement to the Declaration and to the Expansion Property. The definitions used in the Declaration are hereby expanded and shall hereafter be deemed to encompass and refer to the Property as defined in the Declaration and the Expansion Property as defined herein. For example, reference to the "Property" shall mean both the Property and the Expansion Property, reference to "Owner" shall mean the record owner of fee simple title both to any Vacant Lot as defined in the Declaration and

to the Lots constituting the Expansion Property, reference to "Member" shall mean every Owner as defined in the Declaration and as modified by this Second Supplement to the Declaration, and reference to the "Declaration" shall mean the Declaration as supplemented by this Second Supplement to the Declaration. All ownership and other rights, obligations and liabilities of owners of original Lots and Vacant Lots are hereby modified as described herein.

2. Effect of Expansion. Assessments levied by the Association as provided in the Declaration, after the recording of this Second Supplement to the Declaration, shall be levied against Lots, including Lots which are part of the Expansion Property, as allocated by the Board of Directors of the Association. Notwithstanding any inclusion of additional Lots under the Declaration, each Owner shall remain fully liable with respect to his obligation, if any, as and to the extent provided in the original Declaration, for the payment of the Assessments of the Association, including those relating to the expenses for all Common Area and related costs and fees, if any. The recording of this Supplement to Declaration shall not alter the amount of the Assessments assessed to a Vacant Lot prior to such recording. The effect of this Second Supplement is also to amend and restate the exhibits to the original Declaration, for all purposes to be in form and substance as attached hereto as Exhibits A, B and C.

3. Reservation. Declarant hereby reserves the right for itself to further expand the Property in the future to include additional Lots and to further expand the Common Area.

4. Conveyance of General Common Areas. Simultaneous with the execution and recording of this Second Supplement to the Declaration, and as a right reserved under Article 3, Declarant is conveying to the Association Open Space #5, Brown Ranch, Filing No.3.

5. City of Montrose Covenant Disclaimer. Simultaneous with the execution and recording of this Second Supplement to the Declaration, Declarant is hereby providing that this Declaration has not been reviewed or approved by the City of Montrose or any governmental or quasi governmental entity. Therefore, all alterations of the property must comply with applicable zoning, code and conditions of approval by the governing municipality.

6. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

7. Conflicts Between Documents. In case of conflict between the Declaration as supplemented hereby and the Articles and the Bylaws of the Association, the Declaration as supplemented shall control.



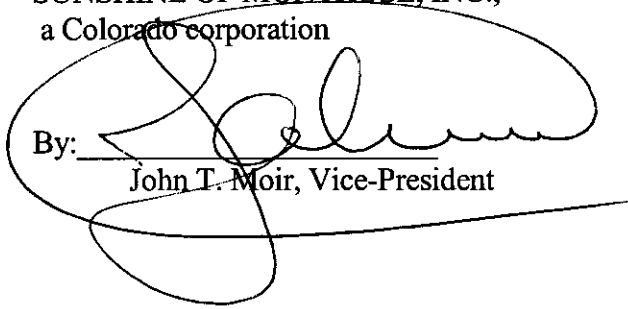
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DATED as of the day and year first above written.

SUNSHINE OF MONTROSE, INC.,
a Colorado corporation

By: 

John T. Moir, Vice-President

STATE OF COLORADO

)

) ss.

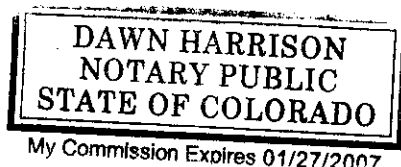
COUNTY OF MESA

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The foregoing instrument was acknowledged before me this 30th day of April, 2006 by John T. Moir as Vice-President of SUNSHINE OF MONTROSE, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 1-27-2007.




Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lots 1-40
Open Spaces #1, #2 and #3
Park #1
All located in Brown Ranch Filing #1, Planned Development Parcel
No.1
County of Montrose, State of Colorado.

The following portions of the Property are hereby designated a
Service Area:

Lots 1-39 PD1, Brown Ranch Filing # 1

**The Name for this Service Area is: "Cottonwood Pointe
Neighborhood"**

The Association shall furnish water for outdoor irrigation
purposes to Lots within such Service Area and shall charge the
cost of such service to the Owners of the Lots within such
Service Area.

Lots A9-A16 & Lots A26-A32
Open Spaces #4
All located in Brown Ranch Filing #2,
County of Montrose, State of Colorado.

The following portions of the Property are hereby designated a
Service Area:

Lots A9-A16 & Lots A26-A32, Brown Ranch Filing # 2

**The Name for this Service Area is: "Forest Park
Neighborhood"**



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Lots A1-A8, Lots A18-A24 & Lot A58
Open Spaces #5
All located in Brown Ranch Filing #3,
County of Montrose, State of Colorado.

The following portions of the Property are hereby designated a
Service Area:

Lots A1-A8, Lots A18-A24 & Lot A58, Brown Ranch Filing # 3

The Name for this Service Area is: "Forest Park
Neighborhood" along with all previous Lots named to this Service
Area.

Second Amended

EXHIBIT " B "

LEGAL DESCRIPTION OF EXPANSION PROPERTY

SECTIONS # 1,2,11 & 12 all in TOWNSHIP 48 NORTH, RANGE 9 WEST,
N.M.P.M
MONTROSE COUNTY, COLORADO.



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EXHIBIT " C"

GENERAL COMMON AREAS

The following property within the Brown Ranch, State of Colorado according to the final plat thereof recorded in the real property records of Montrose County, Colorado, on December 5, 2003, at Reception No.713206

Open Space #1 and all improvements now or hereafter constructed on Open Space #1,
Open Space #2 and all improvements now or hereafter constructed on Open Space #2,
Open Space #3 and all improvements now or hereafter constructed on Open Space #3,
Park #1 and all improvements now or hereafter constructed on Park #1,
Lot # 40 and all improvements now or hereafter constructed on Lot # 40 and
Any underdrain system now or hereafter constructed within public rights-of-way or Open Spaces, Parks and Lot # 40 within The Brown Ranch, pursuant to water and sewer plans now or hereafter approved by the City of Montrose (and expressly excluding any underdrain now or hereafter constructed on any single-family Lot within the Brown Ranch).

The following property within the Brown Ranch, State of Colorado according to the final plat thereof recorded in the real property records of Montrose County, Colorado, on November 22, 2005, at Reception No.747053

Open Space #4 and all improvements now or hereafter constructed on Open Space #4,
and
Any underdrain system now or hereafter constructed within public rights-of-way or Open Spaces, within The Brown Ranch, pursuant to water and sewer plans now or hereafter approved by the City of Montrose (and expressly excluding any underdrain now or hereafter constructed on any single-family Lot within the Brown Ranch).

The following property within the Brown Ranch, State of Colorado according to the final plat thereof recorded in the real property records of Montrose County, Colorado, on April 11, 2006, at Reception No.753417

Open Space #5 and all improvements now or hereafter constructed on Open Space #5,
and
Any underdrain system now or hereafter constructed within public rights-of-way or Open Spaces, within The Brown Ranch, pursuant to water and sewer plans now or hereafter approved by the City of Montrose (and expressly excluding any underdrain now or hereafter constructed on any single-family Lot within the Brown Ranch)



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