



**AMENDMENT TO CONDOMINIUM DECLARATION
FOR CREST HOUSE (A CONDOMINIUM)**

This Amendment to Condominium Declaration for Crest House (A Condominium) is executed with an effective date of 12th, 2020 by Crest House Condominium Association, a Colorado nonprofit corporation, with approval by the owners of the units, pursuant to the C.R.S. § 38-33.3-217.

RECITALS

WHEREAS, Crest House is a six-unit condominium project located in Mt. Crested Butte, Colorado and is subject to the Condominium Declaration for Crest House (A Condominium) (hereinafter Declaration) recorded at Reception No. 278926, and the Condominium Map thereof recorded at Reception No. 278925.

WHEREAS, the owners desire to amend Paragraph 11 and the second sentence of Paragraph 25 of the Declaration and have approved the subject Amendment as required by C.R.S. § 38-33.3-217.

NOW THEREFORE, the Association and owners for themselves, their successors and assigns, do hereby publish, establish and declare that the following terms, conditions, restrictions, uses, covenants, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to the owners, their heirs, successors and assigns, and any person or entity having any right, title or interest in the real property and improvements subject to the Declaration, their grantees, heirs, successors, and assigns.

Paragraph 11 of the Declaration shall be amended as follows:

11. Use and Occupancy. Each unit shall be used and occupied solely for residential purposes by the owner, by the owner's family, guests, invitees and tenants, subject, however, to other provisions contained in paragraph 25 of this Declaration. No unit shall be rented or leased, including subleased, for less than five (5) months at any time, meaning, the short-term rental of units for a period of less than five (5) months at any time is prohibited.

The second sentence of Paragraph 25 of the Declaration shall be amended as follows:

25. Right of First Refusal by Owners. The right of first refusal herein provided shall not apply to leases or subleases having a term of five (5) months up to one year.

Unless otherwise amended herein, all other terms, conditions, restrictions, uses, covenants, limitations and obligations of Condominium Declaration for Crest House (A Condominium) shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to Condominium Declaration for Crest House (A Condominium) is executed this 12 day of Nov., 2020.



CREST HOUSE CONDOMINIUM ASSOCIATION, a Colorado nonprofit corporation

By: *Mindy Sturm*
 Mindy Sturm, President

STATE OF COLORADO)
)ss.
 County of Gunnison)

The foregoing Amendment to Condominium Declaration for Crest House (A Condominium) was acknowledged before me this 12 day of ~~November~~ 2020 by Mindy Sturm, President, Crest House Condominium Association, a Colorado nonprofit corporation.

Witness my hand and official seal
 (SEAL)

By: *Erin Welfelt*
 Notary Public
 My commission expires: 4-5-2022

