

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CRESTHAVEN ACRES SUBDIVISION**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Cresthaven Acres Subdivision ("First Amendment") is made and effective the 1st day of August, 2019.

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions for Cresthaven Acres Subdivision (the "Declaration") was recorded on December 11, 2018, at Reception#: 2864033, in the real property records of Mesa County, Colorado.

B. Capitalized terms in this First Amendment have the same meaning as in the Declaration unless specifically otherwise defined in this First Amendment.

C. The Property subject to the Declaration is legally described as:

Lots 1 through 27 and Lot 100, Cresthaven Acres Filing 1

D. Pursuant to Section 14.05 of the Declaration, all or any portion of the Declaration may be supplemented, changed or canceled in whole or in part at any time by the vote or agreement of Members representing at least 67% of the voting rights of the Members.

E. The undersigned Declarant owns all of the Lots in the Subdivision, represents 100% of the of the voting rights of the Members, and approves the change to the Declaration described in this First Amendment.

THEREFORE, the undersigned declares that:

TERMS

1. All of the above Recitals are true and are incorporated into the Terms of this First Amendment.

2. Section 7.19 of the Declaration is canceled and superseded in its entirety by the following:

Section 7.19. Leases. Any Owner shall have the right to lease his or her Lot (specifically including short-term, daily rentals through companies such as VRBO, Airbnb, HomeAway, and similar organizations) provided that: (a) all leases are in writing; (b) the lessee's occupancy of the Lot shall be subject in all respects to the provisions of this Declaration and any rules and regulations of the Association (specifically including

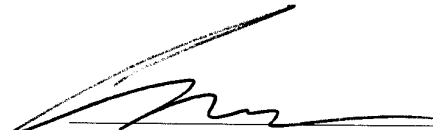
watering requirements); and (c) the lease and/or rental arrangement comply with all rules and regulations of the Town governing leasing and short-term rentals. The foregoing shall be deemed to be implied terms of each such lease, whether or not actually contained in or attached to the lease. The term "lease" in this Section 7.19 shall include any agreement for the leasing or rental of a Lot or any portion of a Lot, and shall specifically include, without limitation, short-term rental agreements (which may be electronic in format and facilitated by a short-term rental company) and month-to-month leases.

3. A new Section 7.25 is added to the Declaration as follows:

Section 7.25. Exemptions for Lots 16, 17, 18 and 19. Notwithstanding any provisions in this Declaration to the contrary, Sections 7.01, 7.05 and 7.14, and subsection 7.06(b), shall not apply to Lots 16, 17, 18 and 19. It is intended that these Lots remain subject to the approval provisions of the ACC, but not be subject to the same building restrictions as the remaining Lots in the Subdivision.

IN ALL OTHER RESPECTS the Declaration shall remain as written.

CHRONOS PROPERTY, LLC


Cody J. Davis, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and sworn to before me the 7 day of August, 2019, by Cody J. Davis, Manager of Chronos Property, LLC.

WITNESS my hand and official seal.

My commission expires: 2-24-21


Notary Public

