



CHEESMAN TOWER WEST  
CONDOMINIUM ASSOCIATION, INC.

RULES & REGULATIONS

Revised October 2016

# CHEESMAN TOWER WEST CONDOMINIUM ASSOCIATION RULES & REGULATIONS 2016

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**RULES AND REGULATIONS**  
**CHEESMAN TOWER WEST CONDOMINIUM ASSOCIATION**  
A Colorado Non-Profit Corporation  
Revised October 2016

**INTRODUCTION**

These rules are designed to make living in our condominium complex pleasant and comfortable. All of us not only have certain rights, but also certain obligations to other occupants. We must remember that the restrictions we impose upon ourselves are for our mutual benefit and comfort. Objectionable behavior is not acceptable even if it is not specifically covered in these Rules.

The following rules do not supersede the Condominium Declaration or the Supplement to Declaration of Condominium, the Bylaws of the Cheesman Tower West Condominium Association, the Articles of Incorporation of the Cheesman Tower West Condominium Association, or any other legal obligation. The effective date of the following rules is as below. All prior rules, regulations, and resolutions are superseded and replaced by the following rules, unless the subject matter of such rules, regulations, and resolutions is not addressed herein.

These rules will be enforced pursuant to the enforcement policies and procedures adopted by the Board of Directors and may be amended from time to time.

Notices of violation are to be directed to the Managing Agent and/or the CTW Office personnel, not the Board of Directors or the officers of the Corporation. Violators are subject to injunction and/or liability for damages, attorney fees and other costs incurred by the Association.

The Board may assess monetary fines for the continued infraction of these rules and regulations. See the Association's Enforcement Policies and Procedures for details.

**DEFINITIONS**

**"Owner"** means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a condominium unit.

**"Occupant"** means a person or persons in possession of a unit regardless of whether said person is an owner.

**"Managing Agent"** means an agent engaged by the Board to maintain, administer, and operate the CTW property.

## 1. ACCESS CONTROL

- A. ***Non-Resident Entry.*** Occupants should buzz and release the lobby door only after being certain of the identity of the person entering. Occupants are responsible for the actions of people they have invited into the building.
- B. ***Locking Outer Doors.*** When entering or leaving the building, Occupants shall be certain that the outer doors are locked and that non-Occupants are not permitted to enter without contacting their Occupant host via the entry system. At no time shall building entry doors be left blocked/propped open and unattended.
- C. ***Closing Garage Doors.*** Occupants shall close the garage doors immediately after entering or leaving the premises through those doors.
- D. ***Reporting Access Problems.*** Occupants should immediately report any access problems to the CTW Office during business hours and to the Managing Agent after business hours.
- E. ***Main Entrance Access.*** The outside main entrance door will be UNLOCKED during the following hours: Monday through Friday, 8:00 am to 6:00 pm.

## 2. CTW EMPLOYEES

***Complaints.*** Direct all complaints regarding an employee's work or conduct to the Managing Agent. No Occupant or Board member is authorized to reprimand any employee or to issue an order for any work.

## 3. GENERAL COMMON ELEMENTS

(Refer to the Declaration and Bylaws for definition of general/limited common elements.)

- A. ***Making Changes to Common Elements.*** No work of any kind shall be done on any general common element except by Association employees or as otherwise authorized by the Board of Directors. No articles except association property shall be placed or installed in any of the general common elements.
- B. ***Damage Repair Costs.*** Costs to repair damage to the general common elements or Association property caused by the actions of an Occupant or an Occupant's contractor or guest shall be added to the assessment account of the Occupant's Unit and due payable to the Association as assessments.
- C. ***Smoking Not Permitted.*** Colorado states statutes prohibit smoking on the general common elements of a condominium community (CRS 25-14-204) therefore, no smoking is allowed in CTW common areas: e.g. hallways, Community Room, Exercise and Steam Rooms, Guest Room, parking garages, Pool and Patio Deck areas.

D. **Noise Restrictions.** Denver City Ordinances (Revised Municipal Code, Sections 36-6 and 38-101) state that sounds louder than 50dB, about the level of a quiet conversation, may not reach neighboring properties after 10 p.m. More specifically, amplified sound should not “be plainly audible...within a dwelling unit which is not the source of the sound.” Residential sound levels of 55dB are allowed during the day (7:00 a.m. to 10 p.m.). This means that late, loud parties, the use of loud appliances such as vacuum cleaners between 10 p.m. and 7 a.m. and other loud noises that disturb adjacent Occupants are not permitted, and Occupants are not to disturb their neighbors when playing musical instruments, listening to amplified music or TV, and the like.

E. **Use of Guest Room.** The Guest Room is available for rent on a day-to day reservation basis through the CTW Office, at a rate as set by the Board. A deposit of the first day’s rent is required when making a reservation. Occupants are encouraged to notify the CTW Office as soon as possible if they learn the reservation will not be needed and wish to cancel. The deposit will be refunded if cancellation occurs not later than five days before the first date reserved or if the Guest Room is subsequently rented for that date. None of the deposit will be refunded if cancellation occurs less than five days before the first reserved date and the Guest Room is not subsequently rented for that date. Check-out time is 10:00 a.m. The Occupant making the reservation is responsible for any damage to the Guest Room, and will be charged the actual costs of repair or replacement.

F. **Use of Community Room.** The Community Room may be used by Occupants on a first-come, first-served basis, except when this area has been reserved for a special event and a deposit has been paid. The room will be closed at 10:00 p.m., unless previously reserved. The billiard table must be used with care and due consideration for other Occupants. Persons under 12 years of age must be supervised by a person 18 years of age or older. After finishing play, players should re-rack the balls, leaving the rack in place. Damaged cues should be reported to the CTW Office. Food and drink are not allowed on the billiard table except when the room is reserved for an event and the protective table cover is in place.

People using the Community Room are asked to be considerate of other CTW Occupants. No unlawful, noxious, or offensive activities are allowed in the Community Room, and nothing should be done that constitutes a nuisance or that, in the judgement of the CTW Occupants, causes unreasonable noise or disturbance to others.

No live or amplified music may be played in the Community Room after 10 p.m. (Please see rule 3 D above for further information about permissible sound levels.)

The Community Room may be reserved by Occupants for special events. A cleaning and damage deposit as set by the Board, is required to confirm the reservation. A form for reserving the Community Room is available in the CTW Office.

The Occupant making the reservation is considered the host for the event, is expected to remain with the event throughout, and is responsible for cleaning up (including vacuuming) immediately after the event and for any damage that occurs. Pre-party and post-party inspection by the host and CTW Office personnel are mandatory. If cleaning cost and cost of damage exceed the deposit, the unit owner will be assessed the actual additional costs of repair or replacement.

**G. *Use of Swimming Pool.***

1. Pool hours are 5:00 a.m. to 11:00 p.m. daily.
2. All persons swim at their own risk. Persons under 12 years of age must always be accompanied by a person 18 years or older.
3. Proper swimming attire must be worn. No cut-off jeans or similar makeshifts are allowed.
4. No nudity or changing clothes is allowed in the pool area. A robe and foot covering must be worn to and from the pool area. Dressing for swimming must be done in a residence or in the Shower Rooms adjoining the Exercise Room.
5. Breakable drinking glasses and glass containers are not allowed in the pool area.
6. Swimmers are asked to be considerate of one another.
  - a. Rubber rafts, surfboards, and other equipment or items should be removed from the pool after use. Their use is prohibited when they will interfere with the enjoyment or safety of other swimmers.
  - b. Ball playing, wrestling, or any other activity causing noise or disturbance that interferes with the enjoyment or safety of other swimmers is prohibited.

**H. *Use of Exercise Room, Steam Room, and Shower Rooms.*** Observe all precautions when using the Exercise Rooms, Steam Room, or Shower Rooms; improper use of exercise equipment can be very dangerous. Persons under 12 years of age are not permitted in this area unless accompanied by a person age 18 years or older. Minimum attire for the exercise Room is shorts and a T-shirt, minimum attire for the Steam Room is a bathing suit. Shoes, sandals, or other foot covering must be worn to and from the Shower Rooms and Steam Room.

**I *Use of Patio Deck.*** The Patio Deck may be used by Occupants on a first-come, first served basis, except when this area has been reserved for a special event and a deposit has been paid. The Deck will be closed at 10:00 p.m. unless previously reserved.

People using the Patio Deck are asked to be considerate of other CTW Occupants. No unlawful, noxious, or offensive activities are allowed on the Deck, and nothing should be done that constitutes a nuisance or that, in the judgement of the CTW Occupants, causes unreasonable noise or disturbance to others.

No live or amplified music may be played on the Patio Deck Sunday through Thursday or after 10:00 p.m. on Friday and Saturday. (Please see Rule 3 D above for more information about permissible sound levels.)

Occupants may reserve the Patio Deck for special events. A cleaning and damage deposit as set by the Board, is required to confirm the reservation. A form for reserving this area is available in the CTW Office. (Reserving the Deck also reserves the Community Room for use in the event of bad weather.)

The Occupant making the reservation is considered the host for the event, and is expected to remain with the event throughout, and is responsible for cleaning up (including putting the Deck furniture back in its usual arrangement) immediately after the event. The host is also responsible for any damage that occurs. Pre-party and post-party inspections by the host and CTW Office personnel are mandatory. If cleaning cost and the cost to repair damages exceed the deposit, the unit owner will be assessed the actual additional costs for repair or replacement.

**J *Moving Hours and Move In/Out Fees.*** For the purpose of this rule, a “move” is defined as the moving of major household goods, furniture, or other bulky items in or out of the building or between building Units. This includes contactors and their equipment and supplies as well as Occupants.

1. A minimum 48-hour notification of moves—in or out—is required to schedule elevator use. Please contact the building office to schedule. 303-832-7454.
2. Move in/Move out hours and cost:
  - Monday through Friday from 9 a.m. to 6 p.m. at a cost of \$200.00.
  - Saturdays from 9 a.m. to 6 p.m. at a cost of \$400.00.

No moves are permitted on Sundays or public holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year’s Day.

3. One move per day will be permitted.
4. Homeowners or renters must make arrangements for the installation of elevator protection pads with the Building Staff.
5. All moves must be made through the garage. Contact the Building Manager for exceptions of moving small items or a single item.
6. Never prop any door open and leave it unattended.
7. The move in fee of \$200.00 (Monday through Friday) or \$400.00 (Saturdays) is required for a move-in. Costs not paid by resident will be billed to unit’s homeowner.
8. A \$400.00 fine will be imposed on any homeowner/agent/tenant who moves in a manner or at a time not authorized. Homeowners will ultimately be responsible for tenants in this regard.
9. All boxes and containers must be broken down before being placed in dumpsters or recycle bin.



10. Large item disposal (furniture or appliances) is the responsibility of the homeowner or tenant. Do not use the building's trash dumpster or dispose of any furniture, large appliances, large electronics, etc. at the building.
11. Used carpet and padding is to be disposed of off premises by the installer; the dumpsters are not to be used. The resident is responsible for vacuuming the elevator and hallways upon completion of installation.
12. Cleanup of the Common Area after a move or delivery is the responsibility of the homeowner/tenant.
13. Should there be damage to common areas during a move in/out that exceeds the move in/out fee, the unit owner will be assessed the additional actual costs.

The above move in fee does not apply to the delivery of a new refrigerator, or sofa, for example, however, for delivery for large items to current residents, the owners or renters must make arrangements for the installation of elevator protection pads with the Building Staff. There is an hourly fee of \$10.00 for this service. All of the above rules and fines regarding elevator usage, clean up and damage apply to delivery of large household items.

**K     *Use of CTW Carts.*** All carts must be returned immediately after unloading to the cart storage area from which they were taken, so they will be available for use by other Occupants. They must not be used for storing items in hallways or on balconies. To protect door finishes and keep cars in good condition, they should not be taken in or out through the front doors of the building or used to transport construction material or equipment.

**L     *Bicycle Entry.*** Bicycles are not to be taken through the front doors of the building. Bicycles may be carried on elevators. Guests are not permitted to bring bicycles into the building unless accompanied by an Occupant.

**M     *Use of Bicycle Rack.*** A bicycle rack with reserved spaces is provided in the Humboldt Street Garage. Spaces are the property of CTW and are available to all CTW Occupants on a first-come, first-served basis. Because spaces are limited, all bicycles parked in this rack must be registered with the CTW Office. Non-working bicycles must be repaired or removed promptly. Spaces are nontransferable. If there is a waiting list and a reserved space is vacant for more than 30 days, the vacant space will be given to the person at the top of the waiting list.

**N     *Use of Laundry Equipment.*** The laundry equipment must be operated in accordance with posted instructions. Washers and dryers are not to be used after 10:00 p.m. or before 7:00 a.m. on Monday through Friday and 8:00 a.m. on Saturday and Sunday.

**O     *Use of Trash Facilities.*** The trash chute must not be used after 10:00 p.m. or before 7:00 a.m. on Monday through Friday and 8:00 a.m. on Saturday and Sunday. All refuse sent down the trash chute, including newspapers and vacuum cleaner bags, must be securely bagged and tied. To avoid chute blockages and trash room messes, the following must never be put in the trash chute: fireplace litter, litter-box quantities of kitty litter, cardboard boxes, and breakable items.

All these items must be carried to the basement trash room, with cardboard boxes broken down and all other items packaged to prevent spillage.

Trash is not to be left in the trash chute area located on each floor. If you have large items to dispose of, please contact the CTW Office for vendor information.

**P** *Use of Loading Zone.* The 15-minute parking zone on the North Parking Deck is provided for loading and unloading only. Cars in violation may be towed, at the expense of the car owner.

**Q** *Use of Humboldt Street Parking Lot.* Parking spaces in the Association's lot on the west side of Humboldt Street may be rented by Occupants on a first-come, first-served, month-to-month basis at a rate as established by the Board. Rented spaces cannot be sublet or transferred. If there is a waiting list for spaces(s) then each Unit will be limited to one space. The Association is not liable for any loss or damage to or from vehicles parking in this or any other parking area.

**R** *Posting Notices in Common Area.* It is essential that all Occupants feel welcome and comfortable in the common areas. No solicitations or political materials may be placed on the outside of Unit doors. The bulletin board in the mail room is to be used only for CTW business. The other two bulletin boards are for both CTW and resident use. Material placed on the bulletin board for Occupants should be polite, constructive, and of general interest or usefulness: for example, nonpartisan voting information is acceptable, literature intended to influence the outcome of an election is not acceptable (this provision is in accord with Colorado Revised Statutes 38-33.3-106.5 regarding condominium units and political signs).

#### 4. LIMITED COMMON ELEMENTS

(Refer to the CTW Declaration for the definition of limited common elements.)

**A.** *Objects on Balconies.* Balconies shall be kept neat and shall not be used for storage. No garments, rugs, grocery carts, or other similar articles shall be displayed or stored on the balcony. Lightweight objects must be anchored.

**B.** *Barbecues on Balconies.* Only electric barbecues or LP gas burners that use a 1-pound LP container are allowed on balconies (per Denver Amendments to the 2006 International Fire Code, Section 308). Two extra 1-pound DP containers may be stored on the balcony.

**C.** *Hanging Objects on Balconies.* To prevent injuries, property damage, and potential liability from falling objects, no items other than the shades described in Rule 4 G may be attached to or hung from any portion of an unenclosed balcony either temporarily or permanently. This includes but is not limited to hanging flower baskets, and pots, planter boxes, wind chimes, flags, banners, and windsocks. Bird feeders of any type, hanging or not, are not permitted on balconies, due to the droppings and seeds that fall on lower balconies and sidewalks.

D. ***Littering from Balconies.*** No one may allow any solids or liquids (including cigarette butts, trash, food, or seepage from watering plants) to fall off the balconies. Nothing is to be swept, shaken, or hung out of doors, windows, or balconies, or into the hallways or stairways.

E. ***Use of Parking Spaces.*** Parking spaces are to be used exclusively for the parking of vehicles, with the following exceptions:

As long as city fire and building codes permit this, one or two upright storage lockers purchased through an Association-approved contractor may be located immediately adjacent to the wall on interior parking spaces #1 – 39 (Humboldt Street Garage) and #41 – 52 (12<sup>th</sup> Avenue Garage). In spaces #1 – 39, the maximum dimensions for one locker or a set of two lockers together are 8 feet wide and 19 inches deep. In spaces # 41 – 52, the maximum dimensions are 8 feet wide and 31 inches deep. The Owner may specify the locker height. These lockers are to be constructed at the Owner's expense and painted a uniform color (contact the CTW Office for paint color information). Storage lockers are not permitted on any exterior parking spaces or on interior spaces #76 – 83 (North Garage). No flammable materials may be stored in these lockers; and

As long as city fire and building codes permit this, Owners may, at their own expense, have an Association-approved, wall-mounted bicycles rack installed, by an Association-approved installed, on the garage wall in front of their parking space, as long as (a) this does not interfere with other people's right of way and (b) the parking space does not already contain a storage unit. In other words, your car must still fit within the length of your parking stall. Any damage to walls, bicycles, or cars resulting from the installation and use of these racks is the responsibility of the Owner of the parking space.

F. ***Storage Area Liability.*** The Association is not liable for loss or damage to articles in storage areas.

G. ***Shades on Balconies.*** Occupants who want to install shades or sun screens on their balconies must submit an Architectural Review Form (including product specifications and a color sample) to the CTW Board. If the request is approved, the shades must be installed by a licensed, insured contractor to the manufacturer's specifications.

H. ***Rental of Parking Spaces.*** Owners may rent their parking spaces to others under the following conditions: Parking spaces in the Humboldt St. Garage and the 12<sup>th</sup> Ave. Garage may be rented only to CTW Occupants. Parking spaces on the North Deck may be rented either to CTW Occupants or to nonresidents, but must be offered first to Occupants (by placing a notice on the bulletin boards for 10 days). Nonresident renters must follow all relevant CTW rules. Parking spaces in the Association's lot on the west side of Humboldt St. May not be sublet or transferred (see Rule 3 Q).

## 5. CONDOMINIUM UNITS

### A. *Construction/Contractor/Item Delivery requirements.*

1. Prior to construction or product or item delivery being initiated in a Unit, the owner must place a \$250 refundable deposit with building office manager. A fee of \$10.00 per hour (at a minimum of one hour and rounded off to the nearest 1/10<sup>th</sup> of an hour) for use of a padded elevator with key and chares for the repair and cleaning will be deducted from this deposit. Owners will be held accountable for the repair and cleaning caused by their contractors, including:

Vacuuming and cleaning hall carpets, floors, and elevators on a daily basis.

Touch up for scrapes on walls, tiles, and elevators.

Damages to doors, windows, locks, lighting fixtures, etc.

The maintenance supervisor will perform a pre and post checklist with the homeowner to determine costs, if any, incurred due to contractors' activities and to be deducted from the refundable deposit. If damages exceed the deposit, the unit owner will be assessed actual additional costs.

Contractors MUST ALWAYS consult with building management prior to construction to becomes apprised of building plumbing, electrical, hvac, and flooring systems and requirements.

See Section 3 Paragraph J for Rules and Regulations regarding elevator fees and use by contractors.

2. All construction and remodeling plans or documents for Unit interiors and exteriors, including balconies, must be submitted to the Board for approval, using the CTW Architectural Review Form, as least 20 days prior to commencing work. (The review form is available online; see the CTW Office for this information.) The Board may require architectural, engineering, and electrical drawings and specifications at the Owner's expense.
3. Construction and remodeling are to be in compliance with all building codes. Owners are responsible for obtaining building permits, and using only licensed and bonded contractors when working on building plumbing, electrical, and hvac systems. At its discretion, the CTW management or the Board may require proof of contractor license and insurance, and may require copies of applicable building permits be delivered to the management office.
4. All construction material and equipment are to be taken in and out through the Humboldt Street Garage and all construction trash and debris (including old carpets) are to be taken off the premises by the contractor. Neither Occupants nor their contractors may dispose of any liquids (this includes paint and all chemicals) or slurry (such as the water and tile dust mixture resulting from wet sawing of tile) in the drains in the garages.

5. When balconies are being enclosed, the enclosure must be a least four inches behind the railing, to allow for future painting.
6. Primary (load bearing) walls and supports cannot be removed.
7. If shower valves are removed, they must be replaced with valves equipped with integral stops. Kitchen disposals, dishwashers and instant hot water heaters, and bath and bar faucets must have emergency shut-off valves or stops installed in the supply lines.
8. No alterations to the drain lines are allowed without the approval of the Board of Directors.
9. Hot water lines for heating the Units shall not be extended to heat the balconies.
10. Air-conditioning ducts shall not be extended to the balconies.
11. Except for the kitchen, bathrooms, and entranceway, hard-surfaced flooring such as wood or tile shall not be installed on any Unit floor area. Unit floor, with the exceptions previously noted, shall be overlaid with pad and carpeting.
12. When an Owner replaces an electric kitchen range, the Owner must verify to the Association that copper wiring is present between the electrical panel and range. In the event that the wiring is aluminum, the Owner must replace that wiring with copper prior to the new range installation, at the Owner's expense.

B. ***Laundry Equipment.*** Washing machines and dryers shall not be installed in Units.

C. ***Exterior Changes to a Unit.*** The outside of Unit entry doors may not be painted in a different color from the existing color. Equipment similar to the original equipment must be used when replacing outside doorknobs and locks. Likewise, balcony railing, metal work, panels, walls, and ceilings shall not be painted any color other than the color used in the uniform, building-side color scheme currently in place. This is to prevent patchwork effect on the outside of the building. Under no circumstance shall exterior exposed brick be painted. Any proposed exterior changes to a Unit must be submitted to the Board for approval prior to commencing work, using the CTW Architectural Review Form. (The review form is available online; see the CTW Office for this information.)

Decorations placed on the outside of a Unit entry door that are objected to be another Occupant shall be removed from the door immediately upon notification.

D. ***Scheduling Plumbing Repairs.*** Water shut-offs are a fact of life in this building. All Occupants doing plumbing work during these times (either by themselves or with a plumber) must schedule and clear their projects with the CTW Office. Failure to do so may result in flooding, for which the Occupant will be held responsible. Be aware that the building water cannot be turned back on until all projects schedule for a shut-off period are finished. This may be earlier or later than the posted time.

E. ***Scheduling Repair Work.*** Work done by service and repair personnel is restricted to Monday through Friday, 8:00 a.m. to 5:00 p.m., emergencies are an exception.

F. ***Hiring Association Employees.*** Employees of the Association who agree to work for Occupants needing work in their Units shall do this work on their own time, except for the routine repair of leaking water fixtures or other types of utilities or fixtures that, if not corrected, would result in the water of a resource furnished by the Association or damage to Association property or to another Owner's property. Owners are required to pay for labor and materials used in such repairs.

G. ***Leasing Requirements.*** In addition to meeting the stipulations in Paragraph 21 of the CTW Declaration of Condominium, Owners wishing to lease their Units are required to screen prospective tenants by obtaining information about any criminal history these prospective tenants may have (concerns are convictions within the past ten years relating to drugs, sex offenses, and felonies). This information can be obtained from various third-party vendors, including the Colorado Bureau of Investigations. The Owner is required to use this information in considering whether to approve or reject the proposed tenant.

This rule does not give the CTW Board the right to approve or reject a proposed tenant. It also does not apply to the unrestricted transfers to close family members and trusts described in Paragraph 21, Subparagraph A, of the CTW Declaration, or to leases subsequent to a foreclosure, as described in Paragraph 21, Subparagraph 1 (a) of that declaration.

H. ***Providing Tenant Names.*** When an Owner leases his or her Unit, all parties over the age of 18 who are going to occupy the Unit must be listed on the lease. When an existing lease is modified by the deletion or addition of a tenant, the change must be reported to the CTW Office.

## 6. PETS

A. ***Requirements for Pet Approval.*** No pet shall be kept, maintained, or harbored on the condominium premises unless it is registered with the CTW Office and meets all the following conditions.

1. Two pets per Units are allowed.

2. No dog may weigh more than 60 pounds, and if a Unit has two dogs their combined weight may not exceed 90 pounds.
3. Certain types of animals are not allowed in the building, including but not limited to snakes, ferrets, and pigs.
4. Dogs and cats brought into the building for less than a day (12 hours) (accompanying a friend, for example) do not have to be registered, but CTW reserves the right to require that these visiting animals be removed if they exhibit unruly behavior or if any Occupant has a complaint about their behavior.

B. ***Responsibility for Pet Behavior.*** Occupants shall control animals to prevent disturbance to other Occupants from barking or other noises or smells. In common areas, pets shall either be carried or kept on leashes at all times. If an animal defecates, vomits, or urinates, in a common area, it is the responsibility of the pet owner or caretaker to clean the area immediately.

C. Absolutely no pets are allowed in the Swimming pool area or the Pool itself, on the Patio Deck, or in the Community Room, Exercise Room, Steam Room, Shower Rooms, or Guest Room.

D. ***Pets Belonging to Guests of Occupants.*** Guests of Occupants are not permitted to bring pets onto the premises for more than 12 hours unless those pets are registered with the CTW Office. The conditions set in Rules 6 A, B, and C, including total number of animals allowed in a Unit, also applies to these guest animals.

## 7. ABSENCES OF OCCUPANTS

***Notification of Absence.*** Occupants are encouraged to give the CTW Office their contact information when they are going to be out of town and to notify the Office when they have returned.

## 8. RULE CHANGES

***Process for Changing Rules and Regulations.*** The Board of Directors reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulation from time to time as, in the Board's opinion are necessary or desirable for the safety, cleanliness, and good order of the premises, and for securing the comfort and convenience of all Occupants. Adoption or amendment of policies, procedures, and rules shall be carried out in accordance with the CTW Policy and Procedure for Adoption and Amendment of Policies, Procedures and Rules, as may be amended from time to time. Such adoption or amendment shall be performed at a meeting of the CTW Board that is open to all Owners or their representatives. The Board will endeavor to notify all Owners in advance of this meeting and to consider Owners' comments on the proposed changes prior to taking any final action. Any policy, procedures, or rule will become effective 15 days after notice of its adoption or amendment has been delivered in writing to each Owner.

In witness whereof, the undersigned Directors of the Cheesman Tower West Condominium Association hereby amend and affirm the above Rules and Regulations this 19th day of October 2016.

President, Barbara Wagner B Wagner  
Vice President, Rita Bastien Rita Bastien