

Astoria Condominium Owner's Association

ZERO TOLERANCE - NO SMOKING and NO ILLEGAL DRUGS POLICY

WHEREAS, the Astoria Condominium Association, a Texas non-profit corporation, (the "Association"), is the governing entity for Astoria Condominiums, an addition in Harris County, Texas, according to the First Amended and Restated Declaration of Astoria Condominiums, recorded in the Condominium Records of Harris County, Texas, under Clerk's File No. 20130173385, along with any amendments and supplements thereto,(the "Declaration"); and

WHEREAS, Section 20.02 of the Declaration and Section 82.102 of the Texas Uniform Condominium Act authorizes the Association to adopt rules and regulations; and

WHEREAS, the Association desires to provide a safe and healthy environment for all unit owners, residents, guests, visitors, and staff;

NOW THEREFORE, pursuant to the foregoing, and as evidenced by the Certification hereto, the Association, through its Board of Directors, hereby adopts the following the following Zero Tolerance - No Smoking and No Illegal Drugs Policy

- 1. Smoking Anywhere within the Common Areas of the Astoria is Strictly Prohibited** except as permitted under Section 2 of this Addendum. This smoking prohibition extends to all unit owners, residents, their guests, invitees, and all others who are present on or in any portion of the Astoria. This No Smoking Policy and rules extend to, but are not limited to, the building common areas including the lobby, garage, elevator foyers, hallways, swimming pool, pool deck, fitness center, conference room, resident lounge, guest suite, stairwells, offices, common area bathrooms, work areas, and all other non-residential interior areas of the Astoria.
- 2. Areas Where Smoking is Permitted** Smoking is permitted only within the confines of a unit, on the balconies of a unit and areas more than twenty-five (25) feet from any exterior doorway or entrance to the Astoria. Smoking within a unit may not cause a nuisance or an offensive smell outside of the unit. If smoke or an offensive smell emits from the unit, all smoking within the unit must cease.
- 3. Responsibility for Damages and Cleaning** The Unit Owner/Resident is responsible for immediate payment of all costs and damages, as determined by the Association in their sole judgment, to the unit, other units, or any other portion of the Astoria, including but not limited to repair, replacement, cleaning or lost revenue due to smoking or smoke related damage caused by Unit Owner/Resident or Unit Owner/Resident's occupants, family, guests, or invitees. Smoke related damage includes, but is not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the unit or building in excess of normal wear and tear. Payment of such damage(s) does not cure any default.
- 4. Responsibility for Loss of Revenue and Economic Damages** Unit Owner/Resident is responsible for payment of all lost revenue or other economic and financial damages or loss to due to smoking or smoke related damage caused by Unit Owner/Resident occupants, family, guests, or invitees which results in or causes other residents to vacate their units, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare. Such loss revenue includes, but is not limited to, the loss of rental income and/or alternate housing costs over a violation of this policy.
- 5. Zero Tolerance of Marijuana** Unit Owner/Resident 's occupants, family, guests, or invitees may not at any time possess nor use marijuana or marijuana paraphernalia in or around the Astoria. This is strictly prohibited. If the Association or its authorized representative detects the presence of marijuana or marijuana paraphernalia in a Tenant's unit regardless of origination or ownership, such violation is grounds for immediate termination of tenancy.

6. **Zero Tolerance of Drug Activity** - Neither the Tenant(s) nor Tenant's occupants, family, guests, or invitees may possess, manufacture, or distribute a controlled substance or a counterfeit substance. Drug-related criminal activity includes, but is not limited to: the manufacturing, distribution, sale, possession, storage, possession with intent to manufacture, or dispensing of a controlled substance or a counterfeit substance, including but not limited to marijuana. Drug-related criminal activity may also include the attempt to manufacture, distribute, or possess a controlled substance or counterfeit substance, including but not limited to marijuana. Drug related criminal activity may also include the possession or storage of materials known as "precursors," that is, materials used to manufacture or used in the attempt to manufacture controlled substances.

7. **Lease Termination for Violation of the Addendum** The Association reserves the right to terminate the right of occupancy for a unit for any violation of this Addendum. Any violation of the No Smoking / Zero Tolerance of Marijuana / Zero Tolerance of Drug Activity provisions is a material and substantial default or violation of the Lease.

8. **Extent of Liability for Losses Due to Smoking**. Tenant's responsibility for damages, cleaning, loss of revenue, and loss of other economic damages under this Addendum are in addition to and not in lieu of, Tenant's responsibility for any other damages or loss under the Lease or any other Addendum.

9. **Responsibility for Conduct of Occupants**. Tenant(s) is responsible for communicating these No Smoking / Zero Tolerance of Marijuana / Zero Tolerance of Drug Activity provisions to all Tenant's occupants, family, guests, or invitees and for ensuring compliance by Tenant's occupants, family, guests, or invitees.

10. **There Is No Warranty of a Smoke Free Environment**. Although we prohibit smoking in all common areas of the Astoria, there is no warranty or guarantee of any kind that a unit or the Astoria is smoke free. Smoking in certain limited areas is allowed as provided above. Enforcement of our No Smoking Policy is a joint responsibility which requires everyone's cooperation in reporting incidents or suspected violations of smoking.

This is an important and binding legal document. By signing this Addendum, you are acknowledging that any violation could lead to immediate termination of your rights of possession. If you are a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

Resident #1:

Signature Date

Printed Name

Landlord for Unit # _____:

Signature Date

Printed Name

Resident #2:

Signature Date

Printed Name

Association's Representative:

Signature Date

Printed Name

Title