

Smoke-Free Restriction Addendum to Cooperative Housing Proprietary Lease and Mutual Ownership Contract

This Addendum to Cooperative Housing Proprietary Lease and Mutual Ownership Contract (the "Addendum") is made as of the ____ day of _____ 20____, by and between GREENBELT HOMES, INC., a non-stock Maryland corporation ("GHI"), and _____ (whether one or more persons, "Member").

---FOR OFFICE USE ONLY---

RECITALS

- A. GHI and Member entered into that certain Cooperative Housing Proprietary Lease and Mutual Ownership Contract dated _____ (the "MOC"), relating to the Member's perpetual use of that house and lot known as Unit No. _____, Greenbelt, Maryland (the "Premises").
- B. In accordance with the Procedures for Smoke-free Buildings and Units, Member now desires to have the Premises designated as a smoke-free unit.
- C. Pursuant to Section 15(b) of the MOC, the parties desire to modify the MOC as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GHI and Member agree as follows:

- 1. Member agrees and acknowledges that the Procedures for Smoke-free Buildings and Units attached as Exhibit A to this Addendum, and as set forth in the GHI Rules and Regulations, and as may be amended from time to time, shall govern the Premises.
- 2. If the Premises are not located in an entirely smoke-free building, Member on behalf of himself/herself and the other occupants of the Premises, acknowledges that secondhand smoke from neighboring units may infiltrate into the Premises.
- 3. Except as modified by this Addendum, the MOC is hereby ratified and confirmed and remains in full force and effect. In the event of any conflict or inconsistency between the terms and provisions of this Addendum and the terms and provisions of the MOC, the terms and provisions of this Addendum shall be controlling.
- 4. The MOC, as modified by this Addendum, may not be further amended except in writing signed by both GHI and Member, and shall be binding upon and inure to the benefit of GHI and Member and their successors and permitted assigns.

IN WITNESS WHEREOF, GHI and Member have executed this Amendment, under seal, as of the day and year first above written.

ATTEST/WITNESS:

GREENBELT HOMES, INC

By: _____
Eldon Ralph, General Manager

ACKNOWLEDGEMENTS

State of Maryland)
)SS
County of Prince George's)

I hereby certify that in Greenbelt, Maryland, on this ____ day of _____ 20____, before me, the Subscriber, a Notary Public in and for the State and County set forth above, personally appeared **Eldon Ralph** of Greenbelt Homes, Inc., and on behalf of Greenbelt Homes, Inc. did acknowledge the foregoing instrument to be the duly authorized act of Greenbelt Homes, Inc.

Witness my hand and official seal.

(Seal)

NOTARY PUBLIC

Prince George's County
State of Maryland

State of Maryland)
)SS
County of Prince George's)

MEMBER(S):

_____(SEAL)
Witness

I hereby certify that in Greenbelt, Maryland, on this ____ day of _____ 20____, before me, the Subscriber, a Notary Public in and for the State and County set forth above, personally appeared _____ and declared that he/she/they read and understood the contents of the foregoing instrument and did acknowledge the same to be his/her/their act.

Witness my hand and official seal.

(Seal)

NOTARY PUBLIC

Prince George's County
State of Maryland

EXHIBIT A

Procedures for Smoke-free Buildings and Units

1. Smoke-Free Buildings

- a. By unanimous consent of all of the members holding the rights of Perpetual Use of units within the same building, the members may elect to designate the building as a smoke-free building by signing a Smoke-Free Addendum to their Mutual Ownership Contracts (“MOC”).
- b. All signers of the current MOC must sign a Smoke-Free Addendum to the MOC.
- c. When GHI has received a properly signed smoke-free addendum from every current member in one building and GHI has checked that the relevant share loan agreements do not forbid this change to the MOC, GHI will sign all the addenda, thereby finalizing the smoke-free building designation.
- d. The members in a smoke-free building may, by unanimous consent, decide to revert to a non-smoke-free building by signing new MOCs without the Smoke-Free Addendum.

2. Individual Smoke-Free Units

- a. Any individual member holding the right of Perpetual Use of a unit may elect to designate the unit as smoke-free by signing a Smoke-Free Addendum to his/her MOC.
- b. All signers of the current MOC must sign the Smoke-Free Addendum to the MOC.
- c. A member may decide to revert his/her unit to a non-smoke-free unit by signing a new MOC without the Smoke-Free Addendum.
- d. Any member occupying an individual smoke-free unit (not located in an entirely smoke-free building), on behalf of himself/herself and the other occupants of the unit, acknowledges that secondhand smoke from neighboring units may infiltrate into the member’s unit.

3. Smoke-Free Restrictions. The following Smoke-Free Restrictions shall apply to any unit for which a Smoke-Free Addendum to the MOC has been signed:

- a. Member shall not smoke inside the unit, including any enclosed additions.
- b. Member shall not allow any other person to smoke inside the unit, including any enclosed additions.
- c. Member and Greenbelt Homes Inc. agree that any person to whom Member’s equity in the Perpetual Use of this unit may be sold must agree to sign a Smoke-Free Addendum to the MOC in order to be approved by the Board of Directors as a Member.
- d. Smoking is permitted on an open-air porch as long as the unit’s door to the porch is firmly closed. [An open-air porch has at least 50% of the walls that do not adjoin the original unit open to a free flow of outside air.]
- e. Smoking is permitted in the yard.

4. General Provisions

- a. As with any violation of the MOC, a member in a smoke-free building may be subject to termination of membership in the case of any violation of the smoke-free addendum to the MOC, after the usual process involving a Member Complaint Panel and Hearing(s) before the Board of Directors.
- b. “Smoking” shall be defined as the act of lighting, inhaling from, or carrying a lit or smoldering cigar, cigarette, pipe, water-pipe, or other smoking device or lit or smoldering smoking material of any kind.
- c. “Smoke-free” shall be defined as the prohibition of smoking.