

**Northgate Gardens Condominium**  
**Amendment to Master Deed**

Amend subsection C of Section 10 of the Master Deed by inserting after provision (m) the following new provision (n):

(n) Smoking Restrictions: Effective upon recording of this Amendment, smoking shall be prohibited within all Units and within the Buildings and grounds comprising the Northgate Gardens Condominium, including but not limited to: in the individual Units, in all buildings, in any indoor exclusive use areas, and within the parking areas and all condominium grounds.

Notwithstanding this prohibition against smoking, residents shall be permitted to smoke on any decks or balconies appurtenant to units, provided the smoking area(s) shall not cause secondhand smoke to drift into indoor common areas, exclusive use areas, or individual unit. In addition, the Board of Trustees, in its sole discretion, may designate (or remove from designation), from time to time, other outdoor area(s) for smoking, provided the smoking area(s) shall not cause secondhand smoke to drift into indoor common areas, exclusive use areas, or individual units.

No Owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere in or upon the Condominium property. Smoking shall include the inhaling, exhaling, vaping, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, marijuana, or other heated or lit product.

In addition, no owner or occupant of a unit, or any guest or invitee at the Condominium may utilize such unit or any of the common areas and facilities for the purpose of distributing or selling marijuana or medical marijuana, whether or not for his or her own personal use. Nor shall any owner or occupant of a unit or any guest or invitee utilize such unit or any of the common areas and facilities for the purpose of manufacturing, synthesizing, producing or distributing any illicit or controlled substances as such substances defined either by applicable state and/or federal laws regulating same.

Owners will be responsible for any damage to the Condominium property or other units resulting from any violation of these provisions including but not limited, to damage to property, insurance deductibles, fines, increased water and utility charges and increased insurance premiums.

While this restriction is intended to render the Condominium premises smoke free (except for balconies), the Board of Trustees is not a guarantor of a smoke-free environment hereunder. The Board of Trustees shall have the right, but not the obligation, to enforce this restriction if the Board determines, in its discretion, that it is appropriate to do so in any individual case or circumstance. If the Board of Trustees determines to take any such action, then in addition to its other rights and remedies under the constituent documents of the Condominium, at law, and in equity, the Board of Trustees shall be entitled to recover its costs and expenses, including all attorneys' fees and court costs, incurred in enforcing this restriction.

If the Board of Trustees determines, in its discretion and for any reason, not to pursue enforcement of this restriction in any individual case or circumstance, any unit owner may bring his or her own separate action to enforce this restriction against any other unit owner who violates (or whose unit occupant, agent, tenant, invitee, licensee, guest, friend, or family member violates) this provision. If a unit owner who brings such an action succeeds in establishing that the other unit owner has violated this restriction, the unit owner bringing such action shall be entitled to recover his or her costs and expenses, including reasonable attorneys' fees and court costs, incurred in such action from the other unit owner.

No unit owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person shall be entitled to recover from the Board of Trustees any attorneys' fees, court costs, or other costs or expenses, incurred in any action brought by, or against, the Board of Trustees under or pursuant to this restriction, including, without limitation, any action to enforce this restriction or any action for failure to enforce this restriction, regardless of whether any such unit owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person prevails in such action.