**No Smoking Bylaw Amendment for Condominiums**

**SAMPLE**

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REGISTRY RECORDING INFORMATION ABOVE

**NO SMOKING BYLAW AMENDEMENT**

WHEREAS all the Unit Owners of the beneficial interest in the common areas and facilities of the **[*Condominium Name*]** located in the **[*City/Town*]**, **[*County*]**, Massachusetts, created by Master Deed dated **[*Date*]** recorded with the **[*County*]** in Book \_\_\_\_, Page \_\_\_\_\_, as amended of record, were provided an opportunity to review and vote on this Amendment in a duly administered vote; WHEREAS all of the Trustees of the **[*Condominium Name*]** dated **[*Date*]** and recorded with the **[*County*]** Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_, as amended of record, were provided an opportunity to review and vote on this Amendment in a duly administered vote; WHEREAS the undersigned Trustees, after first being duly sworn, do depose and say under the pains and penalties of perjury that at least **[*Required Percentage*]** percent the beneficial interest of the Unit Owners and a majority of the Trustees voted to adopt this Amendment; WHEREAS the **[*Condominium Name*]** Trust may be amended in accordance with **[*Section on Amending the Trust*]** thereof;

 NOW THEREFORE the **[*Condominium Name*]** Trust shall be amended by the addition of **[*Section Where the Amendment Will be Added*]** in the Trust, which shall be entitled “No-Smoking,” and which shall state the following:

(i) Effective immediately, smoking shall be prohibited everywhere on the property of the **[*Condominium Name*]** including but not limited to inside all units; indoor and outdoor exclusive use areas; indoor and outdoor common areas; hallways and stairs; elevators; the indoor garage; storage areas; while leaning out a window or door; and balconies and decks not located on the roof. No owner shall smoke, or permit smoking by his or her occupant, visitor, agent, servant, tenant, guest, friend, family member, employee, contractor or other invitee where smoking is prohibited.

**[*Policy Decision: Temporarily Exempt Current Owners*]**

(ii) Smoking shall include the burning or combustion of any cigarette, cigar, pipe, hookah or other like product containing any amount of tobacco or like substance, including marijuana or any derivative thereof, cloves or any derivative, or any synthetic version of the said substances. **[Policy *Decision: Inclusion of Vape Products*] [**Smoking shall also include vaping or the use of any smoking-like electronic device that produces a vapor or aerosol to the user regardless of nicotine content or relies on vaporization of any liquid or solid tobacco or like smoking substance including marijuana. Such devices shall include so-called e-cigarettes, e-cigars, e-pipes, e-hookahs, vape pens, or other vaporizer like products. The use of FDA-approved medicines and smoke cessation products shall not be deemed smoking.**]**

(iii) Each lease executed after the date hereof for a new resident shall contain the following text in large, bold font or a substantially equivalent notice: SMOKING IS PROHIBITED IN THIS UNIT AND OTHER AREAS LISTED IN THE CONDOMINIUM’S BYLAWS. A VIOLATION OF THE NO-SMOKING RULE SHALL BE A MATERIAL VIOLATION OF THIS LEASE.

(iv) This Amendment shall not make the Trustees, Association, or any agent thereof a guarantor of any occupant’s health; and this Amendment and/or the enforcement thereof shall not in any way change any warranty of habitability or other duty of care owed to any occupant. The Trustees, Association, and any agent thereof specifically disclaims any implied or express warranties that the building, common areas, or any premises will have any higher or improved air quality standards; and cannot and does not warranty or promise that the building, common areas or any premises will be free from smoke during implementation and enforcement and while units are exempted and during other times.

(v) In addition to their existing enforcement authority, the Trustees may issue reasonable fines and shall be entitled to recover their costs and expenses from the relevant unit owner, including attorneys’ fees, incurred in enforcing this restriction.

[Signatures and Acknowledgements on Following Page]

EXECUTED as a sealed instrument, under the pains and penalties of perjury, this **[*Day*]** day of **[*Month*]**, **[*Year*]**.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[*Print Name*]**,Trustee

COMMONWEALTH OF MASSACHUSETTS

**[*County*]**, ss.

 On this **[*Day*]** day of **[*Month*]**, **[*Year*]**, before me, the undersigned notary public, personally appeared the above-named Trustee, **[*Name of Signatory*]**, and proved to me through **[*Form of Identification*]**, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he/they signed it voluntarily, in my presence, for its stated purpose and who swore or affirmed to me that the contents of the attached document are truthful and accurate to the best of her/his/their knowledge and belief.

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 Notary Public

 My commission expires:

EXECUTED as a sealed instrument, under the pains and penalties of perjury, this **[*Day*]** day of **[*Month*]**, **[*Year*]**.

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**[*Print Name*]**,Trustee

COMMONWEALTH OF MASSACHUSETTS

**[*County*]**, ss.

 On this **[*Day*]** day of **[*Month*]**, **[*Year*]**, before me, the undersigned notary public, personally appeared the above-named Trustee, **[*Name of Signatory*]**, and proved to me through **[*Form of Identification*]**, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he/they signed it voluntarily, in my presence, for its stated purpose and who swore or affirmed to me that the contents of the attached document are truthful and accurate to the best of her/his/their knowledge and belief.

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 Notary Public

 My commission expires: