

SMOKE-FREE AMENDMENT TO OCCUPANCY AGREEMENT

The parties to this Smoke-Free Amendment to Occupancy Agreement (hereinafter referred to as this "Amendment") are UNITED LAGUNA WOODS MUTUAL, a California nonprofit mutual benefit corporation (hereinafter referred to as the "Corporation"), and _____ (hereinafter referred to as the "Member").

RECITALS

1. The Corporation and the Member are parties to that certain Occupancy Agreement (as may be amended and/or renewed from time to time, hereinafter referred to as the "Agreement") executed by Member on _____, _____ for the dwelling unit located at Laguna Woods Village described as _____, Laguna Woods, California, including Carport No. _____ (hereinafter referred to as the "Manor").
2. The Manor is located within the multi-dwelling unit building located at Laguna _____ Woods _____ Village _____ described as _____, Laguna Woods, California (hereinafter referred to as the "Building").
3. The Member and the other members of the Corporation entitled to occupy and use a dwelling unit in the Building pursuant to a document similar to the Agreement have petitioned the Corporation to designate, on a permanent going forward basis, the Building, including all dwelling units located within the Building (including, without limitation, the Manor), Common Area, and any Exclusive Use Common Area as smoke-free, in accordance with the Corporation's "Procedure for Designation of a Building as Smoke-Free" (hereinafter referred to as the "Procedure"), attached hereto as Attachment 1 and incorporated herein by reference.
4. The Member's request to designate the Building as non-smoking, and the Member's agreements and obligations related to same, are also described in (i) the completed "Petition for Designating a Building as Smoke-Free" applicable to the Building (the "Petition"), attached hereto as Attachment 2 and incorporated herein by reference, and (ii) the "Petition Agreement Form" executed by the Member applicable to the Petition (the "Form"), attached hereto as Attachment 3 and incorporated herein by reference.
5. The Member has agreed to execute this Amendment as a part of the Petition to designate the Manor and all other portions of the Building as smoke free, and the Member understand and agrees that this Amendment shall only become effective, if at all, upon execution by an authorized

signatory of the Corporation as set forth in Article 25 of the Occupancy Agreement.

6. All capitalized terms used in this Amendment shall have the meaning given to them in the Agreement, unless otherwise defined herein.

TERMS

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. The recitals set forth above are incorporated herein by reference as terms of this Amendment.
2. Upon execution of this Amendment by the Corporation, if at all, and distribution of a fully executed copy of this Amendment to the Member, as may be applicable, the following Article 26 shall be added to the Agreement:

ARTICLE 26. SMOKING PROHIBITED

The dwelling unit covered by this Occupancy Agreement, and the building in which such dwelling unit is located, have been permanently and forever designated as non-smoking. No tobacco products, marijuana and/or other substances that generate smoke, or the use of such substances, are allowed at any time to be smoked within the dwelling unit or in any portion of the building in which the dwelling unit is located. Failure to adhere to this smoking restriction by the Member, any non-Member occupant of the dwelling unit, or any guest or invitee of the Member or such non-Member occupant of the dwelling unit, shall be a breach of this Occupancy Agreement, and will subject the Member to the rights and remedies of the Corporation under this Occupancy Agreement, the Corporation's By-Laws and other governing documents, and at law.

3. The Member agrees that the Member, all occupants of the Manor, and all guests and invitees to the Manor shall be bound by and to the terms of this Amendment, the Procedure, the Petition and the Form, as may be applicable to such persons.
4. Except as provided above, no other amendments or modifications to the Agreement are contemplated under this Amendment.

Signatures:

Member

Member

If this Amendment is being executed by a trustee as the "Member", the current beneficiary of the trust must be an occupant of the dwelling unit and, by executing this Amendment in the space provided below, agrees as follows:

I agree to be bound and act in accordance with all provisions of this Amendment and the Occupancy Agreement as if I were the Member, and upon demand by the Corporation, I agree to fulfill all obligations of the Member under this Amendment and the Occupancy Agreement.

Beneficiary

Beneficiary

UNITED LAGUNA WOODS MUTUAL
A California nonprofit mutual benefit corporation
by

Signature and Officer Title