

CSW Associates Roanoke, LC

Non-Smoking Building Policy

From time to time, CSW Associates Roanoke, LC (“CSW”) may designate an entire residential building in either Chateau Riviera or Brandon Point as a “non-smoking building”. By designating an entire building as non-smoking, CSW can enhance the residential experience for those who prefer non-smoking environments.

The designation of a “non-smoking building” means the following:

- Lessees, occupants, guests, invitees, or the like (collectively “persons”) may not smoke any product or use tobacco products anywhere inside any apartment in the building, including but not limited to on the balcony of any apartment or the patio area in front of the building, or in any common area of the building
- Persons may not smoke (as defined below) within fifty (50) feet of the building at any time
- “Smoking” includes all of the following as well as any similar activity to those items listed: tobacco smoking, cigar/pipe smoking, e-cigarettes, vaping, hookahs, bongs, bidis and clove cigarettes, use of marijuana, cannabis, or similar substance in a form that emanates any smoke or smoke like residue, or the use of smokeless tobacco (or any dip like product) or the burning of incense, herbs, oils, wax, or any other substance

CSW reserves the right to modify or update this list at any time.

Non-Smoking Building(s)

Brandon Point – Building 3819 (as of June 2020)

If you would like your building to be considered for the designation, please contact the Main Office, and understand that this is an extended process that affects multiple people and may or may not be possible.

If you are in a non-smoking building, the failure to abide by the stated policy has additional penalties as follows:

- It is a lease violation, and CSW reserves all rights for a breach of the lease;
- It is subject to a special cleaning fee (per event) based on the following schedule: for instances in a specific apartment, the greater of (a) actual damages or (b) \$500 per person, per apt; and/or for instances in the common area, the greater of (x) actual damages or (b) \$750; if these fees remain unpaid and go to collections, you will also be responsible for any collection cost
- Any cleaning fees will be posted to your account and immediately due and payable.
- As a reminder, all leaseholders are jointly and severally liable for any lease violation, including a violation of this policy, and will be responsible for any smoking in his/her apartment, even if the person smoking is a resident of another apartment in Building 3819; note that while the leaseholder will be subject to the cleaning fee (and other action under the lease), the building resident also will be in violation of his/her lease and subject to action under the lease.