

**TUDOR ARMS OWNERS CORP**  
**AMENDMENTS TO PROPRIETARY LEASE**  
**BUILDING WIDE SMOKING BAN AMENDMENT AND REQUIREMENT OF LESSEE TO**  
**RESIDE IN THE APARTMENT ( UNIT) WITH IMMEDIATE FAMILY MEMBER**

**RESOLUTION: BUILDING WIDE SMOKING BAN AMENDMENT:**

"RESOLVED, to amend and modify any and all references and/or provisions in the Proprietary Lease of Tudor Arms Owners Corp. (the "Corporation" or "Lessor"), with respect to the use and occupancy of the Premises to provide for a Building Wide Smoking Ban, as follows:

Paragraph 14 entitled, "Use of Premises", shall be amended to insert a new provision, to be known as Paragraph 14A, entitled, "Building Wide Smoking Ban Amendment", as follows:

**Paragraph 14A - Building Wide Smoking Ban Amendment:** The Lessor has adopted a Building Wide Smoking Ban, thereby changing the Premises at 31 Pondfield Road West, Bronxville New York 10708 to a smoke free Building, which specifically prohibits smoking in all Apartments( Units ), including terraces, balconies, maid's room, portions of the roof and patios adjacent to such Apartment(s), as well as the enclosed common areas of the Building, including, but not limited to, the Building entry, lobby, hallways, corridors, storage areas, garages, rooftops and courtyards. Moreover, in accordance with the foregoing, outdoor smoking is strictly prohibited, except for a restricted smoking area, if any, specifically designated by the Board of Directors of the Lessor, if at all, which smoking area shall not be within thirty (30') feet of any entry door or window of an Apartment. Accordingly, this Paragraph prohibits the Lessee and anyone residing in the Apartment or visiting the Apartment or the Building from allowing or permitting smoking, and/or causing or otherwise creating the migration of secondhand smoke and/or noxious odors emanating from his/her Apartment(s), including terraces, balconies, maid's room, portions of the roof and patios, adjacent to such Apartment(s), into the common areas or other Apartments located within the Premises known as 31 Pondfield Road West, Bronxville New York 10708.

The Building Wide Smoking Ban Amendment set forth herein is applicable to all Shareholders, Lessees, residents, occupants, subtenants, roommates, guests, visitors, invitees, licensees, employees, contractors, caregivers and service personnel, including members of their immediate family, and all persons dwelling or visiting the Apartment and/or Building, (hereinafter collectively referred to as the "Resident").

The term "smoking" means, and shall be interpreted to include, inhaling, exhaling, breathing, chewing or carrying a lit cigar, lit cigarette, lit pipe or other tobacco product, nicotine substance or any similar type of lit or ignited product, material and/or controlled substance that causes or creates smoke or fumes or vapors or noxious odors, including all types of electronic smoking devices, such as E-cigarettes or vaping, in any manner, type or form.

In furtherance hereof, the failure and/or refusal to act in compliance with this Building Wide Smoking Ban Amendment shall constitute a material default and substantial breach by the Lessee under the Proprietary Lease and the Lessor shall be duly authorized and empowered to obtain compliance and enforce the Building Wide Smoking Ban Amendment, including but not limited to, the commencement of litigation against the Lessee, termination of the defaulting Lessee's Proprietary Lease and obtaining ownership of the Shares of Stock, as well as the imposition against the Lessee of administrative fees.

The adoption of this Building Wide Smoking Ban Amendment and the efforts to designate the Building as smoke-free Building does not make the Lessor, its Board of Directors, Officers, or Managing Agent, the guarantor or insurer of any Lessees'/Shareholders'/Residents' health and/or the continued smoke-free condition of the Building and the compliance of the Lessees/Shareholders/Residents. Furthermore, the inability or failure by the Lessor to effectively enforce one or more provisions of the Building Wide Smoking Ban Amendment and/or respond to a complaint filed regarding smoke or odors shall not be construed as a breach of the Proprietary Lease or breach of the warranty of habitability or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction, or entitle the Lessee (Shareholder) an abatement, offset or reduction with respect to the payment of maintenance charges or assessments and/or create or permit any cause of action by any of the above persons against the Lessor, its Board of Directors, Officers, or Managing Agent with respect to any claim arising thereunder.

**Paragraph 7 - Penthouse, Terraces and Balconies, shall be amended as follows:**

The following language shall be inserted at the end of Paragraph 7, as follows:

The Lessee, Lessee's guests, visitors, occupants, sub-tenants and Residents shall be required to act in compliance with the Building Wide Smoking Ban and specifically prohibited from smoking in the Apartment, as well as from smoking on and/or in the terraces, balconies, maid's room, portions of the roof and patios adjacent to such Apartment(s).

**Paragraph 10 - Quiet Enjoyment", shall be amended as follows:**

The following language shall be inserted at the end of Paragraph 10, as follows:

Notwithstanding the foregoing, the Quiet Enjoyment of the Apartment by the Lessee and Residents shall specifically exclude the right of the Lessee to smoke in the Apartment. Accordingly, the Lessee shall be required to act in compliance with the Building Wide Smoking Ban and is specifically prohibited from smoking inside Apartments, including the terraces, balconies, maid's room, portions of the roof and patios adjacent to such Apartment(s), and in/on the enclosed common areas of the Lessor's Building, except for smoking in a restricted smoking area specifically designated by the Board of Directors, if any, which smoking area shall not be within thirty (30') feet of any entry door or window of an Apartment.

**Paragraph 16 - Assignment, shall be amended as follows:**

The following language shall be inserted at the end of Paragraph 16(e), further Assignment or Sub-Letting, as follows:

In accordance with the passage of the Building Wide Smoking Ban, all new prospective Lessees purchasing Apartments and all new prospective Sub-Tenants and all Residents seeking to occupy Apartments must represent and certify in writing, as a condition precedent to purchase or sublet, that the Lessee and/or Sub-Tenant and all other Residents of the Apartment are either non-smokers and/or required to act in compliance with the Building Wide Smoking Ban; and will neither smoke nor allow smoking in the Apartment, including the terraces, balconies, maid's room, portions of the roof and patios adjacent to such Apartment(s), and in the enclosed common areas of the Lessor's Building. Moreover, outdoor smoking is strictly prohibited, except for a restricted smoking area specifically designated by the Board of Directors, if any, which smoking area shall not be within thirty (30') feet of any entry door or window. The Lessor reserves all of its rights and remedies to deny or reject any application for the purchase or sublet of an Apartment based upon an application that does not meet such standards and/or based upon a Resident and/or a member of his/her immediate family being a smoker or failing and/or refusing to sign the no smoking certification to act in compliance with the Building Wide Smoking Ban Amendment. In addition, the Lessor shall be authorized to rescind and repeal any prior sub-letting approval in the event it is determined that the non-smoking certification by such sub-tenant, or any member of his/her family or permitted occupants provided a false certification or such certification is no longer true.

**Paragraph 18 entitled, Repairs by the Lessee shall be amended as follows:**

The following language shall be inserted at the end of Paragraph 18(b), Odors and Noises as follows:  
The Lessee shall not permit, suffer or allow smoking in the Apartment, including terraces, balconies, maid's room, portions of the roof and patios adjacent to such Apartment(s), as well as the enclosed common areas of the Building, including, but not limited to, the Building entry, lobby, hallways, corridors, elevator, garages, rooftops, courtyards and shall neither cause nor create secondhand smoke, noxious odors, fumes or vapor related to a lit cigar, lit cigarette, lit pipe or other tobacco product, nicotine substance or a similar type of lit or ignited product, material and/or controlled substance that causes or creates smoke, fumes, vapors or noxious odors, including all types of electronic smoking devices, such as an E-cigarettes or vaping, in any manner, type or form.

**Paragraph 24 entitled, Cooperation, shall be amended as follows:**

The following language shall be inserted at the end of Paragraph 24, as follows:  
The Lessee and each Resident shall be required to fully cooperate, acting in good faith, to comply with the Building Wide Smoking Ban and all such persons are specifically prohibited from smoking inside Apartments, as well as the terraces, balconies, maid's room, and portions of the roof and patios adjacent to such Apartment(s), and in the enclosed common areas of the Lessor's Building. Moreover, outdoor smoking is strictly prohibited, except for a restricted smoking area specifically designated by the Board of Directors, if any, which smoking area shall not be within thirty (30') feet of any entry door or window of an Apartment.

**Paragraph 31 entitled, Termination of Lease by Lessor shall be amended as follows:**

The following language shall be inserted at the end of Paragraph 31(f), Objectionable Conduct, as follows:  
The failure and/or refusal of the Lessee and Resident in the Apartment to act in compliance with the Building Wide Smoking Ban Amendment shall constitute Objectionable Conduct on the part of the Lessee, and thereby entitle the Lessor to terminate the Proprietary Lease and cancel the ownership of the Shares of Stock.

**LIMITATION ON PERMITTED OCCUPANTS**

**PROPOSED MODIFICATION TO PARAGRAPH 14 OF THE PROPRIETARY LEASE**

The following proposed Resolution is to modify existing Paragraph 14 in its present entirety and to replace same with the following language. In the event that the proposed amendment creating Paragraph 14 (a) of the Proprietary Lease is approved, such language of Paragraph of 14( a) will be inserted after this language.

14. The Lessee shall not, without the written consent of the Lessor on such conditions as Lessor may prescribe, occupy or use the apartment or permit the same or any part thereof to be occupied or used for any purpose other than as a private dwelling for the Lessee and/or Lessee's spouse, and the family and domestic employees of the Lessee and/or Lessee's spouse, provided that such persons concurrently reside in the apartment with the Lessee and/or Lessee's spouse. As such, no person, other than Lessee and/or Lessee's spouse may reside in the apartment independently of Lessee and/or Lessee's spouse concurrent residence thereof. Such prohibition includes an immediate family member of the Lessee and/or Lessee's spouse. Thus, an immediate family member may not reside in the apartment in lieu of the Lessee and/or Lessee's spouse. Family shall mean either (i) the Lessee's children, grandchildren, parents, grandparents,

brothers, sisters or domestic partner and/or (ii) such person/persons permitted by New York Law to reside in the apartment concurrently with the Lessee, including those persons authorized by Section 235-f of the Real Property Law. In addition to the foregoing, the apartment may be occupied from time to time by guests of the Lessee and /or Lessee's spouse for a period of time not exceeding one (1) month, unless a longer period is approved in writing by the Lessor, but no guests may occupy the apartment unless the Lessee and/or Lessee's spouse are then in occupancy or unless consented to in writing by the Lessor. In the event that the Lessor permits any of the persons described in this Paragraph to occupy the premises without the concurrent residence of the Lessee and/or Lessee's spouse, such permission shall be revocable in the event that the Lessor determines that (i) the conditions prescribed have not been met, or (ii) if such conditions were initially met, not maintained, or (iii) if the persons so occupying the apartment do not comply with the applicable provisions of the Proprietary Lease, including the House Rules adopted pursuant to the provisions of Paragraph 13 of the Proprietary Lease, as same may from time to time be amended.