

## BUILDING SMOKING POLICY

### \_\_\_\_\_ OWNERS CORP.

\_\_\_\_\_ Owners Corp. acknowledges that exposure to second hand smoke is hazardous to the health and welfare of persons exposed to such smoke; is disturbing to and interferes with the rights, comfort and quiet enjoyment of persons so exposed; and may constitute a breach of the warranty of habitability guaranteed to all residents under New York State Law. Accordingly, the following Building Smoking Policy Statement has been duly adopted by the Corporation:

- A. Smoking in any common area of the Building, including public hallways, roofs, stairways, building lobby, all basement areas, building garage, and all outdoor common areas, such as the building swimming pool area, is prohibited.
- B. The prohibitions in proprietary lease paragraph 18(b)\* against permitting unreasonable odors to escape into the Building or interfering with the rights of residents are violated if smoke from any source escapes from an apartment into any other apartment or into any common area of the Building.
- C. The term "smoking" includes inhaling, exhaling, burning or carrying any lighted cigarette, cigar, pipe, electronic smoking device, hookah or any other lighted tobacco or plant product, whether natural or synthetic. The term "smoke" includes the products of any of the foregoing forms of "smoking". Such smoke is an "unreasonable odor" as such term is used in proprietary lease section 18(b)\*.
- D. Violation of the provisions of this House Rule 30 by any resident, guest, subtenant, or other occupant of any apartment in the premises may be treated as an event of default under paragraphs 13\* and 31\* of the proprietary lease for that apartment. An event of default may result in the termination of the proprietary lease under proprietary lease.
- E. Repeated violations of this House Rule after notice may result in a determination by the Corporation that the tenancy of the shareholder is "undesirable" as such term is used in proprietary lease section 31(f).\*
- F. Any costs or charges incurred by the Corporation to enforce this House Rule provision will be treated as Additional Rent under the provisions of the proprietary lease.
- G. The Corporation may use its right of access to each apartment as provided for in proprietary lease paragraph 3.5\* to determine the source of smoke emanating into other apartments or into common areas.

\*refers to typical proprietary lease provisions, the numbers in the Corporation's proprietary lease must be confirmed.