

HOUSE RULES

MANOR HOUSE OWNERS CORPORATION

1. **Definitions.**

(a) As used in these House Rules, the term “Lessee” shall be deemed to include members of the Lessee’s family, the Lessee’s guests and employees. Should an apartment be sublet, the term shall also include the sub-tenant, members of the sub-tenant’s family, and the sub-tenant’s guests and employees.

(b) As used in these House Rules, the term Lessor shall mean Manor House Owners Corporation.

(c) As used in the House Rules, the term “Managing Agent” shall mean Bell Realty Management, Inc., its successors and or assigns.

(d) As used in these House Rules, the term “public halls” shall be deemed to include the lobby, front halls on the ground floor and any foyer or other area affording direct access to the front of any apartment including laundry rooms and storage areas.

2. **Use.** A Lessee shall not use his/her apartment, or permit its use for any purpose other than as a private residence. An apartment shall not be used for the pursuit of a commercial activity or for engagement in any activity, including any group tour or inspection of apartment or its contents, which may reasonably be expected to result in visits to the building by members of the public generally as distinguished from visits by the invited guests of the Lessee, unless prior written approval of the Lessor is obtained. Without limiting the foregoing, a Lessee shall not conduct sales of any kind including contents of any apartment in the building. The foregoing restrictions on commercial activity shall not apply to existing first floor dental offices.

3. **Maintenance of Apartment.** Lessee shall keep their apartments, in addition to any balconies or terraces, in a good state of preservation and cleanliness. They shall not do, or permit anything to be done, which may interfere with the rights, comforts and conveniences of other Lessees, or which will increase the rate of fire insurance on the building or its contents. They shall comply with all of the requirements of the Board of Health and such other laws, ordinances, and governmental rules and regulations as may be applicable.

4. The lobby, elevators, public halls and stairways of the building, defined as that certain property located at 241-20 Northern Boulevard, Douglaston, NY 11362 (“Building”). Fire escapes shall not obstructed or used for any purpose other than ingress to and egress from the apartments in the Building.

5. No patient of any doctor who has offices in the Building shall be permitted to wait in the lobby.

6. There shall be no playing or rollerblading in the lobby, other public halls, the elevators or the sidewalk adjoining the entrance to the Building.

7. No public hall above the ground floor of the Building shall be decorated or furnished by any Lessee in any manner without the prior consent of all of the Lessees to whose apartments such hall serves as a means of ingress and egress and, in the event of disagreement among such Lessees, the Board of Directors of the Lessor (referred to herein as "Board of Directors") shall decide, which decision be a final determination on the issue.

8. No Lessee shall make or permit any disturbing noises in the Building or, cause or Permit any objectionable odors to emanate from the Lessee's apartment, or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph, radio, compact disc player, MP3 player or television set in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the Building. Vocal or instrumental music may not be practiced if it results in excessive noise and in no event for more than four (4) hours in any one day and then only between 9:00 a.m. and 8:00 p.m. The giving of vocal or instrumental music instruction to others is prohibited and no Lessee shall give or permit such instruction within the Lessee's Apartment. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 9:00 a.m. and 5:00 p.m. No work of an inherently noisy character, such as drilling, sawing, hammering, sanding, or floor refinishing, for example, shall be performed before 9:00 a.m. In order to reduce any sound disturbance, the Lessor may at any time require a Lessee, at the Lessee's expense, to cover any floors in an apartment (except in bathrooms and closets) with 80% carpeting or other soft floor covering laid over padding or other material that will absorb sound. This requirement shall be in addition to any requirement contained herein regarding minimum carpet requirements within a Lessee's apartment.

9. No article shall be placed or stored in the public halls or on the staircase landings or on the balconies or on terraces, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the Building.

10. Air Conditioners.

(a) No ventilating or air conditioning appliance or device shall be installed by a Lessee without the prior written approval of the Lessor as to the type or unit, its location and the manner in which it is to be installed Window air conditioning not permitted only sleeve air conditioning is allowed in the apartment.

(b) The Lessee shall keep any such appliances or device, including mounting brackets, if any in good mechanical and structural repair and must have it regularly serviced. The Lessee shall not permit it to leak condensation or make a noise which may interfere with the rights, or comforts and conveniences of other Lessees. Should such appliance or device protrude from a window of the apartment, the Lessee shall not permit it to become rusty or discolored, but shall have it painted from time to time in a good and

workmanlike manner and in the standard color used for the exterior trim of the Building. Should such appliance or device protrude from a window of the apartment be broken or fail to work, and it's the Lessee's desires to replace it, it must be replaced only with sleeve air conditioning.

11. No awnings, unapproved window guards or ventilators shall be used in or about the Building, no Lessee may erect a fence canopy or other canopy or other structure on his/her terrace or balcony, or paint an exterior wall adjoining anything else which may affect the appearance of the exterior of the Building, except such as shall have been expressly approved by the Lessor or the Board of Directors, nor shall anything be projected out of any window of the Building without similar approval. Window shades, awnings, window guards, curtains and any forms of window covering or decoration visible from the street shall be unobtrusive so as to maintain a uniform appearance and any such window coverings or decorations which are objectionable to the Lessor shall be removed. No dirt or other substances including food intended for birds or pigeons shall be swept, shaken or thrown from the doors, windows, terrace or balcony of an apartment. Nothing shall be hung from a window, or on a terrace or balcony, and nothing shall be placed upon the exterior of a window sill except one immediately over a balcony.

12. No sign, notice, advertisement, signal or illumination shall be inscribed, installed or exposed on or at any window or other part of the Building, except such as shall have been approved in writing by the Lessor or the Managing Agent.

13. No bicycles, tricycles, scooters or similar vehicles shall be allowed in passenger elevators and baby carriages and the above mentioned vehicles shall not be allowed to stand or be stored in the public halls or passageways and terraces or balconies of the Building unless designed for such purpose, or left on the sidewalk immediately adjoining the front entrance to the Building.

14. Messengers and trades people shall use such means of ingress and egress as shall be designated by the Lessor.

15. Trunks and heavy baggage shall be taken in or out the Building through the main front entrance to the Building.

16. Garbage and refuse from apartments in the Building shall be disposed of only at such times and in such manner as the superintendent or the Board of Directors of the Building may direct. The Lessee shall comply with all requirements and regulations of the City of New York and the Lessor regarding the disposal of refuse. All Lessee shall separate their trash into "recyclable" and "non-recyclable" materials, or into other categories, as the Lessor may require. The Lessor may designate, from time to time the type of materials which types of materials which must be separated for recycling, the types of containers or binding materials to be used by the Lessee for the disposal of designated materials and the locations where designated materials shall be deposited. The Lessor may also establish other regulations regarding the disposal of refuse. Any costs or expenses incurred by the Lessor due to the Lessee's failure to comply with the requirements imposed by law or by the Lessor, including but not limited to fees, fines or

penalties imposed on the Lessor or the Building by any governmental agency and reasonable attorney's fees and disbursements, shall be payable by the Lessee as additional rent under the Proprietary Lease signed by every Lessee.

17. Bathrooms and other water closets or water apparatus in the Building shall not be used for any purpose other than those for which they were constructed, nor shall any sweeping, rubbish, rags or any other article be thrown into the water closets. The costs of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in those Apartment it shall have been caused.

18. No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee or request the building superintendent or other employee to show the apartment to prospective purchasers.

19. No dog, cat, bird or other animal shall be kept or harbored in the Building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor in its sole discretion if Lessor and/or the Board of Directors determines that the keeping such animal or pet or the size and in compliance with the Building Pet Rule Policy, quantity or behavior thereof constitutes a nuisance, disturbance or annoyance. In no event shall dogs be permitted on elevators or in any of the public portions of the Building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies, in the yard or other public portions of the Building, or on the sidewalks, or street adjacent to the Building.

20. No radio or television aerial or satellite dish, flagpole or other device shall be attached to or hung from the exterior of the Building including windows, balconies or terraces and or roof.

21. No vehicles belonging to a Lessee or to a member of the family or guest, Sub-tenant or employee of Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the Building by another vehicle and may only park in areas designed for parking and in accordance with all postings regarding time limits on parking. Lessee or members of Lessee's family or their guests, employees or sub-tenants will abide by all rules and regulations posted or promulgated made by the Lessor with regard to parking and the driveways to the Building.

22. The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or Managing Agent. No laundry may be hung from any window, terrace or balcony.

23. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

24. No group tour or exhibition of any apartment in the Building or its contents shall be conducted, nor shall any auction sale or tag sale be held in any apartment without the consent of the Lessor or Managing Agent.

25. All Lessees shall keep the windows of each Lessee's respective apartment clean. In case of refusal or neglect of the Lessee during ten (10) days after notice in writing from the Lessor, the Board of Directors or Managing Agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.

26. There shall be no interference whatever with the elevators in the Building by Lessees or members of their families or their guests, employees or sub-tenants.

27. Complaints regarding the service of the Building shall be made in writing to the Managing Agent. Do not approach or call board members with complaints. The members of the Board of Directors deserve the same privacy and quality of life enjoyed by other Shareholders.

28. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time. The consent of the Lessor, where required by these House Rules, means the written consent of the Board of Directors which may be granted or withheld by the Board of Directors in their sole discretion. Any failure by the Lessor to furnish a consent or approval as required hereunder shall be construed to mean that such approval has been granted by default or waiver. Any consent, approval, authorizations or waivers under these House Rules shall be revocable at any time by order of the Board of Directors.

29. The following rules shall be observed with respect to compactor closets/rooms and equipment located on each floor of the Building:

- (i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
- (ii) Debris should be completely drip-free before it leaves any apartment and carried to to the compactor closet/room in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.
- (iii) All recyclable materials shall be left in the appropriate container in the compactor closet/room. Objects too large to be disposed of in the above manner shall be brought to designated area in the basement of the Building.
- (iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the compactor closet/room floor.
- (v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scraping, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other flammable, explosive, highly combustible substances or lighted cigarettes or cigars stubs be thrown into the compactor flue.
- (vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc.

should be wrapped in a securely tied bag or package and then placed through hopper door panel into flue.

(vii) The superintendent shall be notified of any drippings, or moist refuse, appearing on incinerator closet/room floor and corridors.

30. Toilets and other plumbing fixtures shall be used solely for their intended purpose. No sweepings, rubbish, or other improper substance shall be disposed of by being deposited in any such fixture. Any damage resulting from the misuse or overflow of any such fixture or of any other fixture or apparatus in Lessee's apartment shall be paid for by the Lessee. The installation of a Jacuzzi, whirlpool, tub, sauna, steam room or steam shower will not be permitted.

31. The Lessor shall not be responsible for the loss or disappearance of, or damage to, any package or article left with, or entrusted to, any employee of the Lessor or for any perishable nature.

32. Guests.

(a) If any apartment is to be occupied or used by any member of the Lessee's family normally not in residence or by anyone other than the Lessee's family residing in the apartment, then written instruction regarding such use of the apartment shall be given to the Managing Agent who will then advise the Building superintendent. In no event may any guests be permitted to occupy an apartment for more than one (1) month while the Lessee is absent.

(b) No Lessee shall have more than thirty (30) guests in an apartment at any one time without giving the Building superintendent at least 24 hours prior written notice, together with a list of the expected guests.

(c) Any party given by a teenage person shall be properly supervised by a parent or other responsible adult. In the event a teenage occupant of an apartment intends to invite more than ten (10) guests at any one time, a list of such guests must be furnished to the Building superintendent at least 24 hours in advance.

(d) In no event may any teenage person be admitted into the Building carrying alcoholic beverages.

33. Should any lock on a door providing access to an apartment have been altered or replaced with the result that such door cannot be opened by using the pass key for the Building, the Lessee of the Apartment shall provide the Lessor with the key or keys or another device required in order to open such door. The Lessee of an apartment shall furnish the Lessor with keys to locks on the doors of any closets in which shut-off valves may be located that control the flow of water to plumbing fixtures, whether such fixtures are in the Lessee's apartment or in that of another Lessee.

34. No solicitation for charitable contribution for any candidate for political office or for any other purpose shall be made within the Building. No sign or literature appealing for such contributions or such candidate shall be placed in the lobby, passenger elevators or other public area or left at, or delivered to any apartment of Lessees, other than through the mail.

35. Storage Space and Laundry Facilities.

(a) Storage space on the ground floor of the Building shall be used primarily for the storage of empty trunks, suitcases and other luggage and bicycles; the storage of upholstered furniture, drapes, curtains cardboard cartons and boxes and other combustible articles is prohibited. Any other articles currently in the storage including but not limited to the aforementioned items must be removed by the Lessee for disposal.

(b) The use of storage or laundry facilities shall be at the sole risk of the Lessee and Lessor shall have no liability to any Lessee, or any employee, licensee or invitee or such Lessee for any injury, damages or loss arising out of the use of such facilities.

(c) Lessees shall maintain all storage and laundry facilities in a clean and orderly manner.

36. Moving In/Moving Out.

(a) Moves into and out of the Building shall take place only on days other than Saturday, Sunday and holidays and only between 9:00 a.m. thru 5:00 p.m.

(b) All moves into and out of the Building must be not less than five (5) days notice to the Managing Agent and to the Building superintendent and must be coordinated in advance with said superintendent.

(c) Fees: Moving in -\$1,000 (pricing effective 1/1/15) (money order and or bank check only)

Moving out - \$1,000 (pricing effective 1/1/15) (money order and or bank check only)

Moving in/moving out fees will be refunded if no damages occur and after inspection of the apartment unit ninety (90) days after closing date to ensure that 80% of the floor area of each room is covered with rugs or carpeting or equally noise-reducing materials.

37. Any damage caused to the Building, the roof, parapet walls or balcony decking as a result of Lessee's negligence shall be repaired at the sole cost and expense of the Lessee.

38. All maintenance and other charges or fees due the Lessor must be paid by the date due or will be subject to late charges and administrative fees as may be imposed from time to time by the Lessor.

39. The Lessee shall not, without first obtaining the written consent of the Lessor, make any alteration in the apartment. Prior to making any alterations, the Lessee shall execute and deliver to the Lessor an alteration agreement in the form approved by the Lessor.

40. Complaints regarding the operation of the Building shall be made in writing and shall be directed to the Managing Agent with a copy to the Board of Directors.

41. No Lessee shall install any planting on the balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such a corner shutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from parapet and flashing, with the floor or drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. The Lessee shall be responsible for the removal of all planters as required by the Lessor for Building maintenance. It shall be the responsibility of the Lessee to keep the balcony to his/her apartment, including all planters and furniture, clean and free from rust, loose soil, snow, ice, leaves and other debris and such Lessee shall maintain all screens and drain boxes in good condition and free of all obstructions. No surface areas may be coated or decorated without the approval of the Lessor.

42. Additional Requirements for Balconies.

(a) No planter or furniture may be placed on or erected as a permanent fixture to any balcony without the prior approval of the Lessor.

(b) No planter or furniture may be placed so as to block any means of access.

(c) Balcony areas may not be used for storage.

(d) All balcony furniture and planters must be of sufficient weight secured in such a manner as to prevent them from blowing over.

(e) All electrical fixtures and wiring on balconies must conform with Building Code requirements and must be approved for outdoor use. All electrical installations must be performed by a licensed electrician.

(f) No cooking or barbecuing shall be permitted on the balcony of an apartment.

43. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any Lessee's apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor

takes measures to control or exterminate carpet beetles or bedbugs, the cost thereof shall be payable by the Lessee, as additional rent.

44. Subleasing is strongly discouraged and will only be considered by the Board of Directors of the Lessor under extraordinary circumstances. No Lessee may be entitled to sublet an apartment without the prior written consent of Lessor, which consent may be withheld by the Board in its sole discretion or conditioned on such factors as the Lessor, in its sole discretion may determine.

45. The paragraph headings are for convenience of reference only and should not be considered as part of this document.

46. These House Rules as from time to time amended, shall become part of the Proprietary Lease between the Lessee and the Lessor and shall be obeyed by the Lessee and observed by Lessee's family, guests and sub-tenants.

47. Breach of a rule or regulation set forth herein shall give rise to the imposition of a fine or fines imposed by the Lessor upon the Lessee. The amounts of such fines shall be determined by the Board of Directors in its sole discretion. Any such fines shall be deemed as additional maintenance due from the subject Lessee.

48. These House Rules may be added to, amended or repealed any time by resolution of the Board of Directors.

49. These revised House Rules shall supersede the previously promulgated House Rules in effect prior to January 1, 2013. These House Rules shall become effective on January 1, 2013. Until such date the previous House Rules shall remain in full force and effect.

**MANOR HOUSE OWNERS CORP.
241-20 Northern Boulevard
Douglaston, NY 11362**

Dated: November 2012

MANOR HOUSE OWNERS CORP.

241-20 Northern Blvd.
Douglaston, NY 11363

SUBLET REQUIREMENTS AND PROCEDURES

Effective January 1, 1995

1. Shareholders will not be permitted to apply for a sublet for one year from date of purchase. Subleases may be granted for a one-year term only. A shareholder may request renewals of a sublease if there are no defaults by shareholder or sublessee.
2. Subleases may not be renewed without the written consent of the Board of Directors. Requests for renewal of subleases must be made, in writing, to the Board not more than 90 nor less than 60 days prior to the expiration date of the sublease agreement.
3. The sublessee(s) must agree to abide by the House Rules of the Proprietary Lease and any subsequent revisions thereof.
4. All sublets are subject to credit and income checks and require references, etc. All prospective sublessees must be interviewed personally and approved by the Admissions Committee. Falsification of any required information will be grounds for the immediate termination of any sublease application or agreement. Sufficient time must be allowed for full processing requirements, including interviewing (approximately two weeks).
5. Sublease applications are obtained from and returned to the Managing Agent:

BELL REALTY

525 Northern Blvd., #300, Great Neck, NY 11021
Tel 516/829-7300 Fax 516/829-4738

The following one-time, non-refundable application fees are due (payable to Bell Realty) when submitting a fully completed application:

- a. \$ 20.00 credit verification fee, and
- b. \$380.00 processing fee - effective 1/1/11

One year renewal of existing sublease will require Board approval, but no credit verification fee or processing fee.

6. Notification of approval or denial is sent in writing by the Managing Agent. Upon approval by the Board of Directors, the following charges apply:

Changes in Sublet Fees effective January 1, 2009

- a) Maintenance not received by the 10th of each month will be subject to a late charge of 5% of the outstanding balance.
- b) Sublet fees will be 20% of the maintenance, billable monthly.

**MANOR HOUSE SCHEDULE OF FEES AND FINES
AS OF 01/01/2015**

DESCRIPTION	FEES CHARGE	PENALTY/ FINES CHARGE
1. Application Fee (Non-Refundable) Check made payable to <i>Bell Realty</i>	\$ 400.00	
2. Administrative Fee (Non-Refundable) Check made payable to <i>Manor House Owners Corp.</i> To be included with the purchase application and sub-lease application	\$ 250.00	
3. Co-op Questionnaire Processing Fee (Check made payable to <i>Bell Realty</i>)	\$ 100.00	
4. Fees: (Money Order or Bank Check Only)		
MOVING IN	\$ 1,000.00	
MOVING OUT	\$ 1,000.00	
<p>(Must be delivered to Bell Realty prior to moving. The deposit will be refunded if no damages occur and after inspection of the apartment unit ninety (90) days after closing date to ensure, per House Rules stipulations, that each room is covered with rugs or carpeting or equally noise-reducing materials.</p>		
5. Late Maintenance Payment (Received after the 10th of the month)		5% of Outstanding Balance
6. Sublet Fee		20% of Maintenance, billable monthly
7. Returned Check (NSF)	\$ 32.00	
8. When moving furniture or other large items into or out of the building Shareholder(s) and or occupants , sub-tenants are required to notify the Building Superintendent at least 5 days in advance so that protective pads can be installed in the elevator cabs		\$ 250.00
9. Use of or hiring of any type of moving truck, towing truck, or any commercial heavy load vehicle in the back parking lot		\$ 250.00
10. Moving in or moving out on a week-end without written approval from the Board		\$ 500.00
11. Feeding birds or other animals from the window sills, terraces, balconies in the yard or other public portions of the Building		\$ 250.00
12. Illegal antennas, satellite dish or wiring attached or hung from the exterior of the Building, windows, balconies or terraces and or roof		\$ 250.00
13. Shareholders, occupants and sub-tenants who does not properly dispose of his/her garbage or not following the recyclable rules.		\$ 50.00
		FIRST OFFENSE
14. Subletting the apartment without submitting an application and written approval from the Board		\$ 500.00
15. Harboring or keeping a dog in the apartment without submitting an application and approval from the Board		\$ 250.00
		DOUBLE AFTER
16. Breach of rules/requirements for Terraces and Balconies		\$ 250.00
17. Any other Breach of rule or regulation set forth in the House Rules		\$ 250.00

FLIP TAX: 4% of gross sales price (effective for sales contracts dated January 1, 2015 or after)

AMENDMENT TO PROPRIETARY LEASE, PARAGRAPH 18

The Proprietary Lease has been amended, effective as of May 1, 2018, pursuant to the affirmative written consent of tenant-shareholders owning more than seventy-five percent (75%) of the Corporation's outstanding shares to provide for the following changes to Paragraph 18 of the Proprietary Lease:

1. Subparagraph 18(b) of the proprietary lease is renumbered to read "18(b)(1)".
2. A new subparagraph has been added to the proprietary lease is known as "18(b)(2)". Subparagraph 18(b)(2) reads as follows:

"The Lessee shall not permit the smoking of tobacco products of any nature in the Apartment or in the Building as a whole. For purposes of this provision, the term smoking shall be defined as the carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco or cloves, including but not limited to, cigarettes, cigars or pipes. Lessees acquiring shares and leases after the enactment of this provision shall not smoke cigarettes, cigars or pipes in the Building and will not permit any of the occupants or visitors to the Apartment to smoke cigarettes, cigars or pipes in the Building. Notwithstanding anything set forth hereinabove to the contrary, Lessees who have acquired shares in the Corporation prior to the date of the enactment of this Amendment shall be permitted to continue to smoke, only in the Apartment leased to such Lessee, for a period of up to three (3) years from the date of the enactment of this Amendment. At the end of such three (3) year period, no Lessee, nor any other occupant or visitor to the Building, shall be permitted to smoke tobacco products in any place within the Building. In addition to any rights provided for in the proprietary lease, and/or at law and/or equity, to address a breach of a lease provision by a Lessee, a violator of this provision shall be subject to further action as promulgated by the Board of Directors from time to time, including, without limitation, the imposition of monetary fines."