

IMPERIAL HOUSE BYLAWS
AS AMENDED THROUGH
March 23, 2023

ARTICLE I
Applicable Statute

These Bylaws are adopted pursuant to the Uniform Condominium Act (68 P.S. §3101 et seq).

ARTICLE II
Identity of Property

The property to which this Code shall apply is described in the Restated Declaration recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6062 Page 1.

ARTICLE III
Name and Address

The condominium shall be known by the name of Imperial House. The office of Imperial House shall be located at 5600 Munhall Road, Pittsburgh, Pennsylvania 15217.

ARTICLE IV
Meetings and Voting Rights of Owners

1. PLACE OF MEETING. All meetings of Unit Owners shall be held at the Imperial House or, in the event of emergency, at such other place within the County of Allegheny, Pennsylvania, as the Board shall determine.
2. DATE OF ANNUAL MEETING. An annual meeting of the Unit Owners shall be held on the second Monday in the month of November or within 7 days thereafter.
3. SPECIAL MEETINGS.
 - (a) Special meetings of Unit Owners may be requested for any purpose or purposes by the President, by a majority of the Board or by not less than twenty percent of the Unit Owners entitled to vote at the meeting called.
 - (b) Any request for a special meeting shall be delivered to the Secretary in writing and shall specify the purpose or purposes of the meeting.
 - (c) Upon receiving the request, it shall be the duty of the Secretary to call a special meeting to be held not less than ten nor more than fifteen days after the receipt of the request. The notice shall specify the purpose or purposes of the meeting as stated in the request. If the Secretary neglects or refuses to issue the call, the persons making the request may do so.
 - (d) The business to be transacted at any special meeting shall be limited to the purposes set forth in the notice of the meeting and matters directly germane to those purposes.

4. NOTICE OF MEETINGS.

- (a) Written notice of each meeting of the Unit Owners shall be given not less than ten days before the date of the meeting. For all purposes in these Bylaws, “written” or “in writing” shall include regular mail, email to an address registered with the Association, hand delivery, overnight delivery via carrier. For all purposes in these Bylaws, “delivery” or “deliver” shall include emailing, hand delivery, regular mail, and overnight delivery via carrier.
- (b) The notice shall specify the place, date, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.
- (c) Copies of the notice shall be delivered to the Unit Owners. If requested by a Unit Owner, notice shall be given to that Unit Owner at an address supplied by the Unit Owner.
- (d) Notices of all meetings shall also be posted prominently in the lobby of Imperial House, as well as on any social media or website, provided the online posting is only accessible to Unit Owners.
- (e) Attendance of a Unit Owner, in person or by proxy, at any meeting, shall constitute a waiver of notice of the meeting, except where a Unit Owner attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

5. VOTING RIGHTS.

- (a) At any meeting of Unit Owners and at any vote of the Unit Owners, each Unit Owner shall be entitled to the same number of votes as the percentage of ownership in the common elements assigned to their unit in the Declaration and any amendments thereto. The percentages, as reflected in the Declaration (as amended) are 1.03168 for a 12-stack Unit, 1.01457 for a 15-stack Unit, and 0.66904 for all other Units.
- (b) The vote of a majority of the ownership represented (in person or by proxy) and entitled to vote at any meeting of Imperial House shall decide any question brought before the meeting, unless the question is one upon which, by express provision of statute or of the Declaration or of these Bylaws, a different vote is required. In that event such express provisions shall govern and control.
- (c) Units owned by Imperial House shall not be entitled to vote, nor shall they be counted towards the quorum.

6. PROXY VOTING.

- (a) Unit Owners may vote by proxy at any meeting of Unit Owners, except that there shall be no proxy voting for the election of members of the Board. Voting for members of the Board shall be governed by Article V.
- (b) A Unit Owner may appoint any person as their proxy.
- (c) Blank proxy forms shall be made available by Management. These forms shall not specify the individual who shall vote the proxy.
- (d) All proxy designations shall be in writing and shall be signed and dated by the Unit Owners
- (e) No proxy shall be valid for more than one meeting (including continuation sessions of the same meeting).
- (f) Proxies shall be entered of record in the minutes of the meeting.

7. QUORUM.

- (a) Twenty (20) percent of Unit Owners entitled to vote at any meeting of Unit Owners, present or represented by proxy, shall constitute a quorum for the transaction of business.
- (b) If a quorum is not present at a meeting, the President shall declare the meeting postponed until such time as a quorum is present.
- (c) If a meeting is postponed for lack of a quorum, the meeting shall reconvene upon notice in accordance with section 4, except that notice shall be given not less than seven days in advance of the reconvened meeting.
- (d) At the reconvened meeting, any business may be transacted which might have been transacted at the meeting as originally called, without regard to the existence of a quorum.

8. PROCEDURE.

- (a) The President or, in the President's absence, the Vice President, shall preside at all meetings of Imperial House. If both are absent, the Board member with greatest seniority shall preside. If no member of the Board is present, the Unit Owners present shall elect a presiding officer.
- (b) Meetings shall be conducted in accordance with Roberts Rules of Order, except where these Bylaws provide for other procedures.
- (c) The Board shall appoint a Parliamentarian to advise the presiding officer on procedure.

9. ORDER OF BUSINESS. Unless otherwise determined by action of the Unit Owners present or represented, the order of business at all annual meetings of Unit Owners shall be as follows:

- (a) Establishment of quorum.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Appointment of inspectors of election.
- (d) Discussion of proposed budget in accordance with Article VIII.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of Board.
- (h) Old business.
- (i) New business.

10. MINUTES. At its first meeting following the annual meeting of Unit Owners, the Board shall approve a draft of the minutes of annual meeting to be circulated to Unit Owners within 30 days after the meeting.

ARTICLE V

Selection and Composition of the Board of Directors

1. FUNCTION AND COMPOSITION

- a. The business and affairs of Imperial House shall be managed by a Board of Directors (the "Board") composed of five persons who are Unit Owners or partners of any partnership or trustee of any trust owning units.

- b. The members of the Board shall be elected at the annual meeting of the Unit Owners in accordance with these bylaws.
2. TERM OF OFFICE.
 - a. The term of office shall be three years, commencing on the day of election. No person may serve more than two consecutive full terms. For purposes of this rule, a Board member who resigns before the end of their term shall be deemed to have served a full term. A Board member who is elected to fill the unexpired term of a Board member who resigned, is removed or died shall not be considered to have served a full term if the unexpired term is less than 18 months, but shall if it is over 18 months.
 - b. If the annual meeting is postponed, Board members then serving shall hold office until their successors are elected and meet the qualifications of office.
3. NOMINATIONS. A Unit Owner may become a candidate for the Board by filing, or having filed on their behalf, a nominating petition endorsed by signatures representing ten or more units. Nominating petitions shall be filed not later than three weeks before the election.
4. PRE-ELECTION PROCEDURES. The Board shall establish procedures for the conduct of Board elections. These procedures shall be incorporated into the Rules and Regulations of the Imperial House.
5. ELECTION OF THE BOARD
 - a. Unit Owners may vote for less than as many candidates as there are positions to be filled, but not more. Write-in votes are permitted. Cumulative voting is prohibited.
 - b. The candidate or candidates receiving the largest number of votes shall be deemed elected. In the event of a tie, the winner shall be chosen by drawing lots.
6. ABSENTEE BALLOTS. Unit Owners may vote in Board elections by absentee ballot. The Board shall establish procedures for absentee voting.
7. VACANCIES.
 - a. Upon the death, resignation, or removal of a Board member, the remaining members of the Board, by majority vote, shall elect a Unit Owner to fill the vacancy. Each person so elected shall be a Board member until a successor is elected by the Unit Owners at the next annual meeting. The successor shall serve out the remainder of the member's term.
 - b. If, at any one meeting of Unit Owners, more than one vacancy is to be filled, the candidate receiving the largest number of votes shall serve the longest term; the candidate receiving the second largest number of votes shall serve the second longest term, etc.
 - c. A Board member who sells their unit shall be deemed to have resigned as a member of the Board.
8. REMOVAL OF BOARD MEMBERS.
 - a. Proceedings for removing a Board member from office may be initiated by filing with the Secretary a petition endorsed by signatures representing at least 25 percent of the ownership of Imperial House.
 - b. Upon the filing of a petition for removal in accordance with section (a), the Board shall call a special meeting of Unit Owners to be held within three weeks of the filing of the petition. Notice shall be given in accordance with the provisions of

- Article IV, section 4. No quorum shall be required for the meeting, and no business shall be transacted other than discussion of the proposed removal.
- c. The Board shall establish a schedule for the distribution and return of ballots.
 - d. The Board member who is the subject of the removal petition and the signers of the petition shall each be given the opportunity to submit a statement that will be distributed with the ballots.
 - e. Removal shall require the affirmative vote of at least 67% of Unit Owners voting on such removal petition.
 - f. Upon the removal of a Board member, the vacancy shall be filled in accordance with section 7 of this Article.
9. In the event that any one (1) Board Member shall miss three (3) consecutive Board Meetings or shall miss a total of four (4) Board Meetings in any twelve (12) month period, said Member shall be deemed to have voluntarily resigned from the Board of Directors, effective as of the date of said missed third consecutive Board Meeting or said missed fourth Board Meeting, whichever comes first. In such event, the vacancy of said Board Member shall be filled by the remaining members of the Board of Directors in accordance with Article V, Section 7.

ARTICLE VI Operations of the Board

1. POWERS AND DUTIES. The Board shall have all of the powers and duties vested in it under the law, the Declaration of Imperial House, and these Bylaws. It shall have the power and duty:
 - a. to maintain, repair, and replace the common elements.
 - b. to assess and collect funds from Unit Owners for the payment of common expenses, in accordance with Article VIII.
 - c. to prepare and approve the annual budget of Imperial House in accordance with Article VIII.
 - d. to promulgate and enforce Rules and Regulations through procedures established in accordance with Article XI.
 - e. to make and enforce contracts on behalf of Imperial House.
 - f. to contract with a managing agent to manage the Imperial House under the direction of the Board.
 - g. to hire and discharge employees of Imperial House, prescribe their duties, and fix their compensation.
 - h. to elect all officers of Imperial House.
 - i. to fill vacancies in the Board in accordance with Article V.
 - j. to establish and maintain a reserve fund for capital and emergency expenditures.
2. MEETINGS.
 - a. The Board shall meet at least once every quarter.
 - b. Meetings of the Board shall be held at Imperial House or, in the event of emergency, at such other place within the County of Allegheny, Pennsylvania, as the Board shall determine.

- c. Written notice of regular or special meetings of the Board shall be delivered to each Board member at least five business days before the day fixed for the meeting. The notice shall state the time, place, and purpose of the meeting.
 - d. Special meetings of the board may be called by the President or on written request of at least three Board members.
 - e. Attendance of a Board member at any meeting shall constitute a waiver of notice of the meeting, except where a Board member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.
 - f. The presence of three members of the Board shall constitute a quorum for the transaction of business. If, at any meeting of the Board, less than a quorum is present, the meeting shall be postponed. If a meeting is postponed for lack of a quorum, the meeting shall reconvene upon notice in accordance with section (c).
 - g. The acts of a majority of the Board members present at a meeting at which a quorum is present shall be the acts of the Board.
 - h. All meetings of the Board shall be open to Unit Owners; provided, however, that the Board may meet in executive session to consider matters involving personnel, litigation, or individual Unit Owners, or for other good cause.
 - i. When the president determines that Board action is required before a meeting can be held, a majority of the Board may approve such action through informal consultation. Any action taken in this manner shall be recorded in the minutes of the next Board meeting in accordance with the provisions of section 3 of this Article.
 - j. Expenditures Between Meetings
 - i. Except in case of emergency, all expenditures in excess of \$1,000.00 not previously approved specifically or in the annual budget process, shall be approved by action of the Board at a regular or special meeting.
 - ii. In case of emergency, the President shall convene the Board at a Special Meeting or canvass all Board members by telephone or email and provide opportunity for discussion before conducting a vote of the Board members. If such emergency expenditure is approved, it shall be reported at, and included in the minutes of, the next regular Board meeting.
 - iii. Without a meeting or canvassing of the Board, the President shall have authority to approve de minimis expenditures totaling less than \$1,000 in any month, which expenditures shall be reported at, and included in the minutes of, the next regular Board meeting.
3. MINUTES. Minutes of each Board meeting shall be made available to Unit Owners within 30 days of the meeting. These minutes shall record all decisions taken by the Board, including matters resolved informally pursuant to section 2(i), except where confidentiality is determined to be appropriate. Such matters shall be reported in general terms indicating the reason for not recording details.
4. COMMITTEES. The Board may create committees and, in connection therewith, determine the responsibilities, authority, and duration of such committees. Unless restricted to a shorter term, the creation of a committee shall be perpetual and shall continue until such committee is terminated by the Board. As of the date of these Bylaws, the Board has created:

- a. Facilities and Engineering Committee to assist and support the Board and the Building Manager in the operations of the Imperial House by addressing issues related to construction, engineering, architecture, renovations, building codes, custodial work, maintenance, and related areas.
 - b. Communications Committee to facilitate communications to and from the Board to residents of the Imperial House.
 - c. Social Committee to facilitate social gatherings of the Unit Owners from time to time and as approved by the Board.
 - d. Finance Committee to advise the Treasurer and the Board on financial matters related to the present and future operations of Imperial House.
5. Except for the maintenance requirements herein imposed upon the Board, each Unit Owner shall, at the Unit Owner's expense maintain, replace and repair the interior of their Unit, which includes the balcony which is part of the Unit, and any and all equipment, appliances or features therein situated, whether the repair, replacement or maintenance be ordinary, usual or unusual. The repair or breakage of any glass window, screen, or interior or exterior door contained in or abutting, any Unit shall be the responsibility of the Unit Owner. The Unit Owner shall, at the Unit Owner's expense maintain, repair, or replace any plumbing fixtures, lighting fixtures, electrical outlets and electric fixtures, refrigerators, electric ranges, dishwashers, disposals, furnaces, air conditioners and hot water tanks. All plumbing supply lines from the main common supply stacks and drains, whether waste or soil pipes, and plumbing traps, until connected at the point of the common plumbing drain and soil stacks are the responsibility of the Unit Owner. All electrical wiring within each individual unit, including the electric breaker panel, main service breaker at the electric meter, and any and all equipment which are exclusively in connection with the individual Unit is the responsibility of the Unit Owner, excluding the main electric wire from the electric meter to the individual unit. Any repair of or addition to the plumbing or electrical service, which are the responsibility of a Unit Owner, shall be made only by fully licensed craftsmen and in accordance with current building codes and regulations and the Imperial House Rules and Regulations.

ARTICLE VII

Officers

- 1. GENERAL
 - a. The officers of Imperial House shall be a president, a vice president, a secretary and a treasurer, and such other officers as the Board may create by resolution from time to time.
 - b. The president and vice president of the Board shall be the president and vice president of Imperial House.
- 2. SELECTION AND REMOVAL.
 - a. Officers shall be elected annually by the Board immediately following the annual meeting of Unit Owners. No additional notice shall be required.
 - b. Each officer shall hold office until their successor is elected.
 - c. Any officer may be removed by a majority of the Board at any time.

3. DUTIES AND FUNCTIONS.

- a. The president shall be the chief executive officer of Imperial House and shall preside at all meetings of the Unit Owners and of the Board. Except as otherwise required by these Bylaws, the president shall have the power to appoint all committees and committee members for the duration of the president's term of office. The president shall name a chair for each committee.
 - b. The vice president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. The vice president shall also perform such other duties as shall from time to time be assigned by the Board.
 - c. The secretary shall supervise the keeping of minutes of all meetings of Unit Owners and of the Board. The vice president shall sign official documents on behalf of Imperial House. In the absence or disability of the president and vice president, the secretary shall perform the duties and exercise the powers of the president.
 - d. The treasurer shall supervise the accounts and financial reports of Imperial House.
4. COMPENSATION. No person shall receive any compensation for acting as an officer of Imperial House.

ARTICLE VIII
Management of Finances

1. RESPONSIBILITIES OF BOARD. The Board shall determine all matters relating to maintenance, repair and replacement of the common elements and also all matters relating to the common expenses.
2. PREPARATION OF BUDGET. The Board shall prepare an annual budget in accordance with the provisions of this Article. The budget shall include an itemization of anticipated revenues and expenses.
 - a. The total amount of the charges required for the forthcoming calendar year shall be estimated by the Board as part of the annual budget. The estimate may include (a) an amount for unanticipated or underestimated expenses or charges previously incurred; and (b) amounts to be accumulated in reserve funds for expenditures that may be required in future years.
 - b. The Board shall pro-rate all costs specified in Section 1 above, among all the Unit Owners in proportion to their ownership in the Common Elements.
3. BUDGET PROCEDURES.
 - a. At least ten days before each annual meeting of Unit Owners, the Board shall provide each Unit Owner with a written copy of the proposed budget for the forthcoming year, together with a statement of the operations of Imperial House during the current year and a report on the general financial condition of Imperial House.
 - b. The proposed budget shall be included as an agenda item for discussion at the annual meeting of Unit Owners.
 - c. Within 30 days after the annual meeting, the Board shall approve the budget for the following year. The approved budget shall be delivered to all Unit Owners within five days of approval.

- d. Within 90 days, or as soon thereafter as practicable, after the close of each fiscal year, the Board shall make available to Unit Owners a year-end financial report.
4. SPECIAL ASSESSMENTS.
 - a. If, after approval of the annual budget, the Board determines that additional monies are required, the Board may impose additional assessments in accordance with this section.
 - b. The Board shall give the Unit Owners at least thirty days written notice of the additional assessment. The notice shall specify: (a) the total monies required; (2) the specific purpose or purposes for which the monies will be used; (3) the amount to be assessed each Unit Owner; and (4) the time or schedule for payment of the assessments. Notice shall be given in accordance with Article IV, section 4.
 - c. If, within fifteen days of the transmittal of the notice, Unit Owners representing 30 percent of the ownership object in writing to the additional assessment, the Board shall call a special meeting of the Unit Owners for the purpose of discussing the proposed assessment. Within seven days of the meeting the Board shall distribute ballots to all Unit Owners. The assessment shall go into effect unless rejected by a majority of the Unit Owners voting at such meeting.
 5. PAYMENTS BY UNIT OWNERS.
 - a. At least 20 days before the beginning of each calendar year, the Board shall cause to be delivered to each Unit Owner a statement of the total monthly payment to be made by that Unit Owner.
 - b. The annual maintenance charge shall be payable in twelve equal monthly installments beginning on the first day of January of each calendar year.
 - c. If payment is not received by the fifteenth day of the month, a penalty shall be assessed in accordance with Rules to be promulgated by the Board.
 6. ENFORCEMENT OF UNPAID CHARGES. Any charge assessed against a unit may be enforced by the Board in any manner authorized by the Pennsylvania Uniform Condominium Act (68 Pa.C.S. 3101 et seq) by lien or otherwise, against the Unit against which the assessment is made and/or against the owner thereof. The enforcement shall seek recovery of interest and attorney fees. Any judgment against a unit and its owner shall be enforceable in the same manner as is otherwise provided by law.
 7. RESERVE FUND. Any surplus funds remaining at the end of the calendar year shall be placed in the reserve fund.

ARTICLE IX
Insurance Coverage

1. DUTY OF BOARD. The Board shall maintain fire and other hazard and liability insurance on the Association's property and take charge of disbursement of fire and other hazard insurance and other proceeds for repair or reconstruction of any portion of the property.
2. TYPES OF INSURANCE. From the funds appropriated under and pursuant to the Annual Budget and paid to the Imperial House by way of Monthly Maintenance Payments, the Board shall acquire and pay for:

- a. A policy or policies of fire and other hazard insurance for the full insurable value (replacement cost) of the building and improvements.
 - b. A policy or policies of insurance insuring the Board and all of the Unit Owners against any liability to the public or to the Unit Owners and their agents, invitees, guests and employees, incident to the ownership and use of the Common Elements and the units.
 - c. A policy of workers' compensation insurance to the extent necessary to comply with applicable laws; and
 - d. A policy of Directors and Officers liability insurance to insure Board members for good faith actions taken as members of the Board.
3. FIRE AND HAZARD COVERAGE. The fire and hazard insurance policies procured pursuant to section 2(a) shall be reviewed once a year and increased as necessary to provide maximum coverage. Such insurance shall be obtained in the name of the Imperial House as Trustee for all of the owners and their mortgagees, as their interest appears. The provisions hereof are not to be construed as diminishing the right of such owner to insure their particular unit for the owner's individual benefit.
 4. LIABILITY COVERAGE. The liability coverage under the policies procured pursuant to section 2(b) shall not be less than One Million Dollars (\$1,000, 000.00) for any one accident, and Fifty Thousand Dollars (\$50,000.00) for property damage, and such policy limits shall be reviewed every year by the Board and may be increased in its discretion.
 5. UNIT OWNER'S INSURANCE.
 - a. The Association shall require all Unit Owners to carry a minimum of \$500,000 of liability coverage, \$5,000 of loss assessment coverage and improvements and betterments coverage to cover the replacement cost of any improvements to their unit. In addition, the Association may reasonably require, including, without limitation, insurance on all portions of the Unit. All insurance carried by Unit Owners shall comply with the provisions of this Article.
 - b. All additional insurance obtained by any Unit Owner shall be at the expense of the Unit Owner provided, however, that the waivers of subrogation shall not invalidate such policies and no Unit Owner shall be entitled to exercise the right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Condominium property at any particular time.
 - c. Any Unit Owners shall be required to file a copy of the individual policy with the Association within thirty (30) days after purchase of such insurance.
 - d. The insurance may not be cancelled or substantially modified (except for the addition of property and increases in amount of coverage), without at least thirty (30) days prior written notice to the Association.
 - e. All policies shall be written with an admitted insurance company licensed to do business in the Commonwealth of Pennsylvania and holding a rating equivalent to "A", or better, of A.M. Best.

ARTICLE X
Conflict of Interest

1. AVOIDANCE OF CONFLICT. The Imperial House shall not employ or contract with Board members or members of their immediate family, except after finding on the record that the particular person is specially qualified for the particular task or contract. Findings under this provision shall set forth the relationship and the reasons for the conclusion and shall be recorded in the minutes of the meeting at which the transaction was approved.
2. VALIDITY OF TRANSACTIONS. Transactions made in accordance with section 1 shall be valid for all purposes.

ARTICLE XI
Rules and Regulations

1. SCOPE. All regulations governing the details of the operation of Imperial House and the use of the common elements shall be included in the Rules and Regulations of Imperial House.
2. POWERS OF BOARD. The Board shall have power to promulgate, amend, and enforce the Rules and Regulations of Imperial House. The enforcement power shall include the power to levy fines.
3. PROCEDURES. The Rules and Regulations of Imperial House and amendments thereto shall be promulgated by the Board in accordance with the following procedures:
 - a. Proposed rules shall be delivered in draft form to Unit Owners with explanatory comment by the Board. Unit Owners shall be given an opportunity to comment.
 - b. Rules shall be adopted by majority vote of the Board at an open meeting and delivered promptly to Unit Owners.
 - c. If, within fifteen days of the circulation of a new Rule, 30 percent of Unit Owners submit a petition requesting that the Rule be put to a vote of Unit Owners, the Board shall distribute ballots to all Unit Owners. Ballots shall be accompanied by explanatory material including the text of the petition. The Board may call a special meeting of the Unit Owners for the purpose of discussing the Rule. The Rule shall go into effect unless disapproved by 60 percent of the Unit Owners voting.
 - d. Newly adopted Rules shall be incorporated into the Rules and Regulations with a notation of the date of amendment.
4. EMERGENCY SITUATIONS. The Board shall have the power to waive the requirements of section 3 upon finding that an emergency exists that requires immediate action. The substance of the finding shall be included in the minutes of the Board. Rules adopted in this manner shall take effect provisionally and shall be binding and enforceable, but shall then be subject to the procedures set forth in section 3 before they are finally adopted.

5. AMENDMENT OR ABROGATION OF RULES. All changes to existing Rules (including amendments or abrogations) shall be adopted in accordance with the procedures set forth in this Article.

ARTICLE XII General Provisions

1. EXECUTION OF INSTRUMENTS AND CONTRACTS. All bills payable, notes, checks or other negotiable instruments and all contracts of Imperial House shall be made in the name of Imperial House, a Condominium, and shall be executed by the President or Vice President and the Secretary or Treasurer, unless otherwise authorized by the Board.
2. NOTICE TO UNIT OWNERS AND BOARD MEMBERS. Any notice required by these Bylaws shall be furnished by the management of the Imperial House.
3. ALTERATION OR SALE OF COMMON ELEMENTS. Before making any change that substantially alters the structure or use of a common element and before selling or offering to sell any real property owned by the Imperial House, the Board shall give the Unit Owners at least thirty days written notice of the proposed alteration or sale.
4. NOTICE TO MORTGAGE LENDERS. Upon written request to the Board by the holder of any duly recorded mortgage against any Unit, the Board shall give such mortgage holder a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the Unit Owner whose interest is subject to such mortgage.

ARTICLE XIII Liability and Indemnification of Board and Officers

1. GENERAL PROVISIONS. Each Unit Owner shall be bound by the good faith actions of the Board members and Officers of Imperial House in the execution of the duties of said Board members and Officers. Unless acting in bad faith, no Board member or Officer shall be liable to any Unit Owner or other person for any action or lack of action arising out of the execution of their office.
2. INDEMNIFICATION. Each member and officer of the Board, and each manager, and each member of any committee appointed by the Board or the President, and each former Board member and Officer, shall be indemnified by the Association against the costs and expenses as reasonably incurred by them in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which such person is or may be made a party by reason of their being or having been such Board member or Officer (whether or not a member or officer or manager, or member of any committee at the time of incurring such costs and expenses), except with respect to matters as to which they shall be adjudged in such action, suit or proceeding to be liable for willful misconduct or gross negligence in the performance of such person's duty as a member or officer of Board or manager or member of any committee appointed by the Board.

ARTICLE XIV
Modification, Amendment, and Construction

1. MODIFICATION OR AMENDMENT. Notwithstanding anything in these Bylaws to the contrary, these Bylaws may be altered, revised or modified upon the written consent or vote of sixty percent (60%) of the Unit Owners voting on such change.
2. CONSTRUCTION AND SEVERABILITY.
 - a. The provisions of these Bylaws shall be construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium apartment building. Failure to enforce any provision thereof will not constitute a waiver of the right to enforce said provision or any other provision hereof.
 - b. In the event of any conflict or inconsistency between these Bylaws and the Declaration, the Declaration shall govern.
 - c. The provisions of these Bylaws shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision shall not invalidate or make unenforceable the remaining provisions.

These Bylaws were approved and adopted by the Board of Directors as of March 23, 2023.

Robert S. Bernstein, President