

# Imperial House Rules and Regulations Amended as of July 27, 2023

The following is a restatement of the various rules and regulations for the operation of the Imperial House, adopted by the Board at various times and in various forms. The following have been revised through July 27, 2023, as approved by the Board of Directors (the “Board”) on that date.

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## I - COMMON ELEMENTS

- a) No commercial or political solicitation, or advertising of any type is permitted in the building, common areas, balconies, windows, lobby bulletin board, etc. by any owner of a Unit (a “**Unit Owner**”), resident or non-resident, nor is any advertising or other solicitation to be placed on or under any apartment door.
- b) All messages posted on the lobby bulletin board must be approved by the Board or a person delegated by the Board for such purpose. Notices regarding locations to vote are permitted on the lobby bulletin board.
- c) The following shall apply to Laundry Room Bulletin Boards: The Communications Committee will enforce a “good taste” and “valid purpose” rule along with a timeliness rule, which means that postings on the bulletin board by residents will be allowed to remain for 7 full days, must be for a building/resident purpose (conveying helpful information) and must not be in “bad taste.” As examples, offers to give away things, notices about general social events, and useful neighborhood information will be acceptable. Jokes, offers to sell goods or services (other than the occasional repurposing of household goods), gossip or otherwise angry or critical postings, as well as political statements are unacceptable. The Committee may enforce its decisions by removing the offending posting. The Committee will have a Floor Monitor (a member or floor designee) to monitor the bulletin boards on a regular basis. The Committee will have internal guidelines and memoranda to ensure consistent treatment among floors. Appeal: The Board of Directors ultimately controls these bulletin boards and can override the decision of the Committee by official board vote.
- d) No doormats, boots, umbrellas, clothing, etc. shall be left in the halls.
- e) No one is permitted access to the roof.
- f) Nothing shall be attached to the outside of the building.
- g) The Unit Owner of an apartment shall be responsible for all damages done to the common areas by the Unit Owner or any other tenants, family, guests, contractors or employees of theirs, regardless of whether it is caused by accident, negligence or willful misconduct.
- h) The lobby, halls, stairways, sidewalks, health club including the pool area, laundry areas, and storage locker rooms, etc. shall not be obstructed or used for any purpose other than for which they were intended.
- i) Keys and Key Fobs: (To be phased in beginning April 1, 2023, and effective upon notice to affected Unit Owners)
  - i) All fobs issued prior to the effectiveness of this Rule will be cancelled. Each unit will be provided with 2 new fobs by the Association (“Resident Fobs”).
  - ii) All Units have been provided with 2 physical keys to the main doors. While use of Keys is generally unnecessary, a Unit may obtain up to two new physical keys at a cost of \$100 for each key.
  - iii) Additional fobs may be obtained for guests (family members and/or legal POAs, caregivers) up to a total of four (4) fobs per unit, including the Resident Fobs. No unit may have more than a total of 4 fobs issued and active.

- iv) Guest fobs (up to 2) will be distributed only after completing a ‘Guest Fob Registration Form, including a copy of a driver’s license or other legal identification, email and phone number of the guest, and co-signed by the owner with the accompanying fee of \$25 and a \$100 deposit that will be refunded upon return of the fob.
  - v) A caregiver’s use of a fob is covered by the guest fob provisions and counts toward the 4 fob per unit limit.
  - vi) Upon completion of a Guest Fob Registration Form, one additional fob (in addition to the general limit of 4) may be temporarily provided to a unit resident for use by a contractor working on a project registered with the Association, upon payment of a \$100 deposit. The contractor fobs are activated for restricted hours of 8a-4p.
  - vii) The office will not provide “loaner” fobs or keys. “forgotten” fobs can be replaced if treated as lost under these rules and subject to the required payment.
  - viii) Fobs and keys should never be distributed to house cleaners, laundry services, or other residents’ employees. They must be buzzed in by residents. (These are the fobs most difficult to track and get back when employment ends.)
  - ix) Lost resident fobs must be reported to the office for deactivation. Replacement fobs will be issued pursuant to these rules and at the replacement cost.
  - x) Upon sale of a unit, owners must return to the Association all fobs in their possession in order to have any deposits refunded. Upon closing of the sale of the Unit, all existing fobs for the Unit will be cancelled and any deposits for unreturned fobs will be forfeited. The new Unit Owner will be issued fobs in accordance with this Rule. Keys should be delivered to the new Unit Owner or may be returned to the office for return of any applicable deposit. New keys will only be issued to the new owner as “replacement for lost keys” under this rule.
  - xi) For security, building management may, with reasonable notice to affected Unit Owners, engage in a program of periodic cancellation and reissuance of fobs or keys to assure accurate records of fob and key holders.
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- j) In addition to any smoking regulations contained elsewhere in these Rules and Regulations, there shall be no smoking of cigarettes, cigars, pipes, vaping or other similar material in the public areas of the building, including the front canopy area, parking deck, health club and health club balcony, garage, rear parking deck, and on all the property of the Imperial House.
  - k) There is to be NO skate boarding, roller-blading or similar activity on the front parking deck, rear parking deck, garages, hallways or any other Imperial House property. Bicycles may be ridden to and from their storage space.
  - l) Elevator doors should not be held or forced open while waiting for someone, talking to someone or any other reason. The doors will nudge you to close. After three attempts the elevator will shut down completely. A service man must be called to reprogram the elevator. The cost could exceed \$750 and will be the responsibility of the Unit Owner or resident liable for the shutdown. Unit Owners are liable for the actions of their family members, guests, contractors, paramedics, etc. Forcing the doors open is not allowed. If you need the elevator locked out of service for any reason, please contact the office at 412-421-4700.
  - m) For all purposes in these Rules, “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 Rules, “delivery” or “deliver” shall include emailing, hand delivery, regular mail, and overnight delivery via carrier.

## 2 - SECURITY

- a) Security is everyone's responsibility. No one is to open any entrance door to a stranger or a non-resident who is not coming to see you.
- b) There are security cameras focused on all entrances and their recordings can be reviewed in the event of any extraordinary circumstances.
- c) If you see someone who does not look as though they belong in the building, please call the Imperial House Office at 412-421-4700 or after hours call 724-733-7100.
- d) It is recommended that Unit Owners provide the Imperial House office with written instructions as to whom to admit to their apartment, such as a parent, child or grandchild, if requested by that person. Without such written instructions the Imperial House office personnel will not admit anyone to your apartment in your absence.

## 3 - FIRE EVACUATION PROCEDURES

- a) **When the fire/smoke alarm is sounded that is a notice to evacuate the building. Please proceed to the nearest fire stairwell, make your way to the ground floor and exit the building.**
- b) If you are disabled or otherwise unable to evacuate without assistance, please inform the office. A list will be given to the Fire Department when evacuation is necessary, and they will evacuate you. Fire and emergency personnel will also check the fire stairwells for anyone who is unable to evacuate to the ground floor.
- c) Do not use the elevators during a fire evacuation.
- d) If you are trapped in your apartment (where fire or heavy smoke surrounds the apartment so that you cannot evacuate) place wet towels at the bottom of your doors to help stop any infiltration of smoke or fumes into the apartment. If there is smoke in your apartment you may open a window slightly to allow the smoke to escape. Please do not break a window as you may need to close it if smoke tries to come in from the outside. When there is heavy smoke in a unit from burned food or another cause the room must be ventilated by opening a window to exhaust the smoke out of the unit and not into the hallways.
- e) Do not call the office asking if it is a false alarm or when the alarm will be silenced. This ties up the telephone lines and delays the evacuation process.

- f) The Fire Department takes charge of all fire evacuations and the Captain will advise you when it is safe to return to your apartment by silencing the alarm. They will shut off the alarm after they have determined that there is no danger. This is not under the control of the Imperial House management.
- g) Please understand that there is a \$500 fine imposed by the City of Pittsburgh when they respond to false alarms. That fine is billed to the responsible party.
- h) The City can impose a \$1,000 fine when building residents do not evacuate. Unit Owners are responsible for payment of these fines.
- i) If you cannot hear the fire/smoke alarm inside your apartment you may want to purchase a supplemental alarm that will operate inside your apartment.
- j) Your battery-operated smoke alarm will NOT automatically activate the central alarm. If there is a fire inside your apartment, proceed to the corridor and pull the nearest fire alarm to activate the central fire alarm.
- k) Please understand that there is no fire safety exemption for senior citizens. Everyone must do their part to comply with these fire evacuation procedures.
- l) Do not evacuate to the roof. Roof access doors are locked. For safety reasons, always evacuate to the ground floor using the fire stairwells.
- m) When the Fire Department does their occasional safety inspection of the building they can and will fine us if shopping carts are found in the halls as they can impede a safe evacuation in case of emergency. Should such a fine be levied the Board will attempt to determine who is responsible and require reimbursement from the Unit Owner.

#### **4 - PRIVATE ELEMENTS**

- a) Every Unit Owner is required to cooperate with the Board and Imperial House Management, or their authorized representative, by providing access to their apartment when it is necessary to discharge management or maintenance responsibilities.
- b) Each Unit Owner must furnish Management with a duplicate set of keys to the apartment for use in their absence in case of an emergency. If the Unit Owner has the apartment lock cylinder changed, or installs an additional lock, a duplicate of the appropriate keys must be deposited with Management so that accessibility, in the event of an emergency, will be possible. If a resident locks themselves out of their unit, the Management will assist the owner in gaining entry. If this occurs when the office is closed, be it evening, holidays or weekend, and no staff person happens to be available in the building to help, the owner can call the emergency phone number, but they then must directly pay to the maintenance person responding \$75 in cash for their time

in returning to the building to assist you. This payment is not required for the first lockout entry request for each unit in each calendar year.

- c) Management shall have an irrevocable right of access to all units during reasonable hours for maintenance, repair or replacement of any common element, or during any hours to prevent damage to the common elements or to another unit or units.
- d) If a Unit Owner does not provide Management with a key to the unit and an emergency occurs Management may break into the unit and any damage done to the door area will be at the Unit Owner's expense.
- e) The Imperial House is an animal free building. No visiting animals are permitted except certified Service Dogs, as permitted by law. Guests should be advised that they may not bring Emotional Support Animals into the building. Permission for Emotional Support Animals (“Animals” or “Animal”) for residents must be requested from the management office in advance, after submitting appropriate documentation. The resident for whom the Animal is required (and the Unit Owner if different from that person) must request approval in writing, using the form(s) provided by the Association.
  - 1) The following applies to Animals if permission is granted by the Association. The “Animal Owner” is the person for whom permission is granted to keep an Animal, whether that person is the Unit Owner or other resident. “Handler” means the person who is physically responsible for the conduct of the Animal. The Handler may be the Animal Owner or that Animal Owner’s designated handler for the Animal:
  - 2) The Animal may not be left unattended or tied outside at any time.
  - 3) All excrement must be picked up and properly disposed of immediately by the Handler.
  - 4) Excrement, cat litter, or other material containing excrement or urine from the Animal must be properly sealed and disposed of in a trash container.
  - 5) There shall be no excessive barking or other noise from an Animal such that it is a nuisance to other Unit Owners or residents.
  - 6) The Animal may not damage any grass, shrubbery, furniture or other common areas or property and the cost of repair of any such damage shall be the responsibility of the Unit Owner.
  - 7) The Animal must be on a leash (not to exceed 6 feet in length) at all times and under the control of the Handler when in or on any common area (e.g., grounds, hallways).
  - 8) No Animal is permitted in the Health Club areas, laundry rooms or the Imperial Room at any time.
  - 9) The Animal must be properly vaccinated and registered (licensed) in accordance with local law, and the Animal Owner must submit annual proof to the Imperial House office.

- 10) The Animal Request Form shall be accompanied by a current photograph of the Animal, which shall be updated each January thereafter.
  - 11) The Unit Owner(s) shall indemnify and hold the Association, its Board Members, Unit Owners, agents and/or employees, harmless from all liability related to the Animal being kept at the Imperial House.
  - 12) When we receive a completed application for accommodation, the staff will provide a notice to the residents (including all residents on same floor as the applying unit, as well as the residents of the unit above and the unit below the applying unit) of the type of Animal requested and ask for comments. Not later than the end of the third business day after receiving a completed application, the office will provide this Notice to the required residents, using the approved form, and allow a 3-day window for written comments. The written comments, along with any information from the office, will promptly be provided to the board members. The board members may discuss the application or do further investigation, but a final decision will come at the next scheduled board meeting unless there is an urgency, in which case, the President may call for a special meeting or email vote on approval.
  - 13) On consideration of an application for accommodation, the board shall take into account all the facts, circumstances, preferences, health conditions of both the applicant and current residents who are neighbors. The board shall also consider the type, size and nature of the Animal.
  - 14) Any approval shall be for the balance of the calendar year, through January 31 of the following year and shall be subject to annual renewal on request of animal owner.
  - 15) Failure to follow these rules may result in revocation or restriction of the right to maintain an Animal as well as other fines and penalties under the Rules and Regulations of Imperial House. Because of the risks that violations of this Rule may cause, the Board may impose fines or other penalties upon the first violation.
- f) No Unit Owner, resident, or any other person is permitted to:
    - a) Advertise, or cause or permit others to advertise, any proposed sale of any household items if such advertising sets forth the name or address of the Imperial House; or
    - b) Hold a public sale of household goods on the premises; or
    - c) In any manner encourage the public to visit the building.
  - g) A "private" sale is permitted when the advertisement does not mention the name of the Imperial House and only the phone number of the resident is given.
  - h) Real estate agents must keep the Imperial House Office informed of their activities in the building.
  - i) Unit Owners and their families, servants, employees, agents, contractors, licensees and visitors shall not sweep or throw anything, including cigarettes, cigars or matches, out of any window or door, off any balcony, into any common area, or obstruct any window, door or balcony.

- j) Windows, which have lost their seal, must be replaced within 30 days after the Unit Owner realizes this fact or is notified by Management.
- k) No wind chimes or laundry of any kind are permitted on the balconies.
- l) Feeding of birds is not permitted from the balconies.
- m) Balconies are not to be used as storage areas for any items other than normal patio/deck furniture.
- n) The balcony floors and furnace room must be waterproofed. Waterproofing must be done by an office-approved contractor, at Unit Owner's expense.
- o) Nothing may be done to the railing exterior which would in any way detract from the uniform appearance of the common area.
- p) No owner shall permit cooking odors, smoke or other pernicious smells to escape into the halls, whether by leaving their apartment door open or otherwise.
- q) No Unit Owner is permitted to install a clothes washer or dryer in their apartment.
- r) No Unit Owner or resident of a unit shall make or permit any loud disturbing noises in the building themselves or by their family, domestic help, employees, contractors, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners between the hours of 10:00 p.m. until 8:00 a.m. daily. No Unit Owner or resident of the building shall play, or suffer to be played any musical instrument, or operate or suffer to be operated a stereo, radio, television set, computer music or other downloads in the premises, if the same shall disturb any other Unit Owner or resident of the building between the hours of 10:00 p.m. until 8:00 a.m. daily, nor shall he/she permit vocal or instrumental instruction to be given at any time in the common areas of the building.
- s) The use of any smoke creating product or device is prohibited anywhere in the Imperial House or on its property and all Units (including living quarters and balconies) which are conveyed or transferred for any reason whatsoever, by deed or otherwise, on or after September 1, 2013. The purpose of this resolution is to gradually transition the building into a non-smoking condominium. By way of explanation and not limitation, this prohibition is intended to encompass smoking of cigarettes, cigars, pipes, vaping and other lighted or smoke creating material in the Imperial House for all Units that are conveyed and/or transferred (whether by sale, devise, trade, gift or otherwise), on or after September 1, 2013. Because the smoke travels and interferes with the quiet enjoyment of other Units, smoking on balconies OF ALL UNITS is prohibited.
- t) Any hot water heater with a tank capacity more than 40 gallons installed after January 1, 2021, shall be subject to a water usage surcharge as determined by the Board from time to time. Such surcharge



shall be fairly applied and billed annually to the account of the Unit Owner. This rule shall not apply to tanks in service prior to January 15, 2021.

- u) The Association will conduct a comprehensive annual inspection of every unit, which will cover things that the Association needs to know about units to be able to determine health and safety issues as well as compliance with Unit use Rules. The inspection will occur each January and be completed by the end of February and will use a board-approved inspection list, managed and recommended by the Facilities Committee and will include things such as proper functioning of hot water tank, water alarms, faucets, toilets, water shut off valve, grills, plastic water lines, as well as status of smokers, animals and HVAC cooling coils and filter maintenance.

## **5 - STORAGE LOCKERS**

- a) One storage locker is available to every unit at no charge to the Unit Owner. The locker is treated as part of a unit for purposes of liability.
- b) Owners are not permitted to put anything in the lockers which will in any way increase the risk of fire or increase the cost of fire insurance for the building or its contents.
- c) The Imperial House will not be responsible for anything stored in the locker rooms and everything stored there is at the Unit owner's risk. The Imperial House shall not be liable for any damage to any property at any time in the lockers or building from water, rain, or snow which may leak into, issue or flow from, any part of the building, or from pipes or plumbing works of the same, or from any place or quarter, or due to any cause whatsoever, not due to management's gross negligence.
- d) A few additional lockers of various sizes are available for rent on a first come, first served basis.

## **6 - MAIL & PACKAGES**

- a) Mail and packages left for Unit Owners or residents with building employees will be received by them only as agents of the Unit Owner or resident and not the Imperial House. The Imperial House accepts no responsibility for any loss or damage to any mail or package.
- b) When a Unit Owner or resident receives mail or packages that are too large to fit in their mailbox, the Imperial House Office staff may assist with delivery to the Unit Owner's unit.

## **7 - LAUNDRY FACILITIES**

- a) Each user must empty the dryer lint screens and dispose of all debris after each use. Any lint is to be placed in the tray provided on the shelf behind the dryers. Other trash should be disposed of properly either down the chute after bagging or in the recyclable can.

- b) Dying and tinting of clothes is prohibited in the laundry machines.
- c) Nothing is to be left on the floor, tops of machines or tables of the laundry rooms.
- d) Courtesy in timing your use of the laundry machines is encouraged so that everyone may routinely benefit. Use of the machines before 7AM and after 10 PM is discouraged, as well as use of machines on multiple floors.
- e) Please turn off the light and fan when you are done.

## **8– TRASH DISPOSAL**

- a) Owners and residents may dispose of all raw garbage by using the garbage disposal in their own units or placing it in a garbage bag as described in (b) below. Care must be taken not to force garbage down the disposal as that will clog pipes and require a plumber to clear the line.
- b) All trash must be placed in heavy plastic disposable trash bags and should be twist tied shut before dropping them down the trash chute in the laundry room. Do not put un-bagged rubbish of any sort in the chute. Do not put building material of any kind in the chute. Do not empty sweeper bags down the chute.
- c) No one is to attempt to force anything down the trash chute. Do not leave items in front of the trash chute as this is prohibited by the Fire Code. Large or bulky items that will not fit through the trash chute door should be taken down the elevator to the P-2 garage level and put in the open bins to the right side of the garage entrance door. If a Unit Owner or resident is physically unable to move such items to P-2 they may request assistance from the Office.
- d) Newspapers and magazines should be disposed of in the recyclable cans located in the electrical room behind each laundry room. These items should not be thrown down the trash chute.
- e) Recyclable materials should be disposed of in the recyclable containers located in the electrical room behind each laundry room. Please follow the directions on the recycling containers. These items should not be thrown down the trash chute. Do not put plastic bags in these recycling containers – empty the bags and recycle the bags separately at the locations in various markets such as Giant Eagle that accept them. Cardboard boxes should be delivered to the containers on P-2 as directed from time to time.
- f) As a courtesy to your neighbors in the 01 stack it is suggested that residents refrain from using the trash chute between 10:00 PM and 7:00AM.

## 9 - MOVE IN/ MOVE OUT/DELIVERY POLICIES & PROCEDURES

- a) Because move ins/move outs and deliveries affect the entire building, we must maintain reasonable control over these events. This allows the Board to minimize inconveniences to our Unit Owners and residents and allows us to make reasonable accommodations for the party moving into or out of the building or receiving deliveries.
- b) A copy of this MOVE IN/MOVE OUT/DELIVERY POLICY & PROCEDURES as adopted by the Board will be given on request to anyone who wants to reserve an elevator. Unit Owners and tenants are asked to give a copy of the Policy & Procedures to anyone who will be delivering or removing furniture, supplies, or materials on their behalf involving multiple trips on the elevator, or when transporting any large article where the elevator cab should be padded to protect the cab interior, or when asking to reserve an elevator.
- c) What constitutes a move? The moving of furniture or supplies requiring multiple trips via the elevator (including partial or piecemeal moves), are considered a move in/ move out and must be pre-authorized by the Imperial House Management under current procedures. Arrangements are approved on a first-come first-served basis, and we require 48-hour (two business days) advance notice so that we can properly staff the building, pad the elevator cab, and if necessary, move cars around to accommodate a moving truck/van/vehicle. Unscheduled use of the elevator is prohibited, and staff is authorized to refuse use to anyone in such case. There are no exceptions.
- d) The building does not have a separate freight elevator. The two elevators serve nine (9) residential floors and two garage levels. Therefore, all moves, and deliveries must be scheduled between 8AM and 4PM Monday through Saturday only. No moves may take place on Sundays or holidays. Moves and deliveries that are not completed within this time frame may apply to the Imperial House Office for one (1) additional hour. The request must be approved by a member of the Board or the Building Manager. The party requesting use of an elevator must pay the Imperial House Condominium, in advance, a fee of \$250.00 to cover the cost of personnel to assist and operate the elevator, and as a damage deposit. Any unused balance of the damage deposit will be refunded.
- e) All movers and delivery personnel must check in with the building office before loading/unloading their vehicle. The building staff will instruct the driver where to park.
- f) Only one (1) elevator may be used for moving/deliveries, supplies, equipment, tools, etc. The second elevator must remain available at all times for passenger use.
- g) Those conducting the move or delivery must supply their own equipment. No building equipment (dollies, shopping carts, or luggage racks) may be used. No furniture, tools, equipment, debris, etc. may be left in the common areas at any time. The movers and delivery personnel are responsible for a complete cleanup of any trash associated with the move or delivery. Failure to clean up the

common area littered by such move or delivery will result in the Board charging the Unit Owner a fee of \$50.00 or more depending on circumstances.

- h) The responsible Unit Owner or tenant must always provide an attendant at the garage door when the door is open. For security reasons, the garage door may not be left open and unattended.
- i) The Unit Owner and tenant who schedules the move in/move out/delivery are responsible for any property damage or rules violations caused by his/her mover or delivery personnel.
- j) No trucks longer than 30 feet from front bumper to rear bumper are permitted on Imperial House property.
- k) A certificate of the moving company's liability insurance naming the Imperial House Condo Association as an additional insured with a liability limit of not less than one million dollars must be delivered to the Imperial House Office before moving in/moving out of the building. It is the responsibility of the Unit Owner or tenant to notify their moving or delivery company of these rules and regulations.
- l) Move in/out and deliveries are not permitted through the main lobby unless authorized by management.

## **10 - LATE CHARGES AND COLLECTION**

- a) Late Charges. Unless the full amount of all amounts due by each Unit Owner has been paid by the 15th day of the month in which due, in addition to any other charges permitted under law and by these Rules, a late charge of \$25 will be added to the Unit Owner's account for each month in which there is a delinquent balance.
- b) Collection of Common Charges. The Board shall take prompt action to collect any charges due from any Unit Owner remaining unpaid for more than thirty (30) days from due date. If Unit Owners are delinquent more than sixty (60) days, the Board shall accelerate the due date of all assessments for the balance of the fiscal year and the Unit Owner will have fifteen (15) days in which to pay the total.
- c) Default in Payment of Common Charges. In the event of any default by any Unit Owner in the payment of common charges, such Unit Owners shall be obligated to pay the \$25 late charge for each and every month in which there is any delinquent balance. In addition, the Unit Owner's account shall incur interest at the rate of 12% per annum during any period of delinquency, together with all expenses, reasonable attorneys' fees, court costs, and all other costs incurred in collecting said unpaid common charges.
- d) Recovery. The Board shall have the right and duty to recover such common charges together with such interest and costs in an action to recover the same brought against the Unit Owner under powers granted by the Unit Property Act.

## 11 - LEASING

- a) Pursuant to the Declaration of Condominium, leasing of units in the Imperial House is prohibited.

## 12 - PARKING

- a) All parking spaces on the P-1 and P-2 levels and the P-2 exterior lot in the rear of the building are available on a leased basis only. Overnight guests, contractors, etc. may park on the P-2 rear lot at no charge with Board approval. Companions and caregivers must park their vehicles in the P-2 rear guest lot if a space is available. The Imperial House Office will assign them a space. The resident must sign a parking lease for the companion/caregiver. The parking charge for a companion/caregiver shall be set by the Board from time to time. A refundable \$45 deposit for the garage door opener will be required.
- b) Residents are not permitted to park any vehicle on the front guest parking lot for more than twenty (20) minutes. The first violation of this rule will result in the vehicle being tagged, the second violation will result in a "Tow Warning", and the third violation will result in the vehicle being towed at the owner's expense.
- c) No car/vehicle is permitted to park inside the P-1/P-2 garage or the P-2 rear deck without a lease or permission from the office. All leases begin on the first day of any month. If the lessee desires a different start date, the lease charges will be prorated.
- d) No resident or Unit Owner is permitted to park in the Imperial House driveway or the driveway of the building next door.
- e) Upon execution of a garage lease, the lessee will deposit an amount as determined by the Board at the Imperial House office. Upon termination of the lease and upon surrender of the garage door opener, the deposit will be refunded less a \$5.00 battery replacement charge and any additional amount necessary to restore the opener to proper working order.
- f) The rental fee may be changed by the Board as of the first day of any year so long as 30 days prior written notice is given to each lessee.
- g) If the total amount billed is not paid on or before the 15<sup>th</sup> of the month, lessor may, at its option, cancel the lease without prior written notice and take possession of the leased space without liability to the lessee.
- h) Owners are responsible for all parking charges incurred by their family or guest.
- i) Leased spaces may not be sublet or assigned without permission from the Imperial House office.
- j) The Imperial House is not responsible for any loss or damage to any vehicle or its contents unless caused by an Imperial House employee or by a known building hazard.
- k) No guest may park a vehicle for more than three consecutive days on Imperial House property. If additional days are needed, the resident/owner must get permission from the office for their guest.

- l) No repair work is permitted in the garage, except for emergency repairs being made to be able to remove the vehicle from the garage. Vehicles may not be washed in the garage but may be washed on the P-2 rear lot where water and a hose are provided during the warm months.
- m) Lessees must park only on such floor and in such space as is assigned by their leases.
- n) Nothing is to be left or stored in a parking space except the vehicle assigned to it.

### **13 - SHOPPING CARTS**

- a) Shopping carts may not be taken off Imperial House property and must be returned immediately after their use to the designated area on the same level of the garage from which they were acquired. They are not to be left in the apartments, halls, storage lockers, elevators, laundry rooms or parking spaces.
- b) Do not bring carts from commercial establishments onto Imperial House property or into the building. Removing carts from those businesses is stealing.

### **14 - HEALTH CLUB**

- a) The Health Club facilities include the Swimming Pool, Hot Tub, Balcony, Exercise Room, Saunas, and Shower Rooms. The Health Club is open seven days a week, including holidays, from 5:30 AM to 10:00 PM. A minimal fee is charged to Unit Owners/residents for their guests of \$1.50 per guest under age 12 and \$2.00 per guest aged 12 and over.
- b) Use of all Health Club facilities is "at the risk of the user." The Imperial House, its Board, or its Agents assume no responsibility or liability for anyone who uses the facilities.
- c) All residents and guests of residents must register upon entering the Health Club facilities. There are no exceptions. A \$25.00 fine for each guest/resident/s who does not register themselves or their guests will be levied against the relevant Unit Owner. A \$50.00 fine will be imposed on the relevant Unit Owner if an adult over 18 years of age does not continuously accompany a child younger than 18. Access to the Health Club is only via the key fob issued to the Unit Owner.
- d) Children under 18 may not use the exercise equipment. At no time will children under 18 be permitted to use the pool or hot tub unless continuously accompanied by an adult. Children under ten (10) years of age are not permitted to use the hot tub at any time.
- e) Non-residents are not permitted to use the Health Club facilities unless they are registered as a guest of a resident. THE RESIDENT MUST SIGN THEM IN, AND the resident will then be billed for the guest.
- f) There will be no extra charge for use of the Health Club facilities by Guest Suite occupants. They can register as a guest suite occupant. The resident is responsible for their guest suit occupant.

- g) Except as required to physically assist a resident in the Health Club or for the purpose of physical therapy or exercise training of a resident in the Health Club, employees (maids, contractors, caregivers, etc.) and their families are not permitted to use any Health Club facilities, except in accordance with these rules as a registered guest of a resident. Any such employee must have proper training and provide the Association with evidence of liability insurance with limits of at least \$500,000 with the Association listed as a named insured.
- h) At no time are family members or other non-owners of Unit Owners, who are living in the Unit Owner's unit while the Unit Owner is away, permitted to use any of the Imperial House facilities or any other amenity at the Imperial House, unless the resident signs a Disclaimer Form releasing the Imperial House of any liability. The Disclaimer Form must be signed before the Unit Owner leaves.
- i) Guests are not permitted to bring guests to the Health Club.
- j) No wheeled vehicles are allowed in the Health Club area (i.e., wagons, bicycles, baby carriages, etc.).
- k) No food or beverages of any kind are to be brought into the Health Club area.
- l) Robes and sandals must be worn to and from the pool area. Hard sole shoes are not permitted in the pool area.
- m) Each Unit Owner is responsible for damage, misuse, or abuse of the facilities by their family members or guests. If such damage occurs, the Unit Owner is responsible for the cost of repair or replacement.
- n) Any person using the facilities who is not a resident, or a guest of a resident will be considered a trespasser and will be treated as such.
- o) For safety reasons, all swimmers and hot tub users are urged not to swim alone. No lifeguards are provided, and swimmers and hot tub users accept all risks.
- p) For the safety of others, children who are not potty trained must wear swimming diapers and/or plastic pants over their diapers. Cloth diapers are not acceptable.
- q) The life preserver rings on the walls of the pool area are not to be used except in emergency situations as they must be replaced after each use.
- r) Pool parties are prohibited. A maximum of four (4) guests are permitted in the pool area at one time. An exception to this is if the family has more than four (4) members.
- s) No running, pushing, shoving, diving, wrestling, ball playing, horseplay or causing undue disturbance or noise in or about the Health Club facilities is permitted.
- t) Everyone using the pool or hot tub must take a soap shower before entering these facilities. Our ability to keep these facilities open under the various health codes depends on everyone following this rule.**
- u) A Unit Owner may petition the Board for permission to allow their minor child living in the building to use the equipment if they are continuously accompanied by an adult (18 years of age or older).

- v) Before and after using the equipment please wipe your hands with disposable sanitary wipes located on the wall near the stationary bikes. Turn off all equipment, TV, fans, and lights when you are finished if no one else is using them.

## **15 - GUEST SUITES**

- a) Non-resident Unit Owners are not eligible to reserve the guest suites. The use of the guest suites is limited to the guests of Unit Owners only for a period of not more than eight consecutive days on any one occasion.
- b) Reservations may be made for the current calendar year and, in November and December, for the first two months of the following calendar year. Reservations must be made through Berkshire Hathaway. Reservations will be made on a first-come, first-served basis. However, if more than one resident comes in the same day to reserve for the same day, a lottery will be held at the end of the day and the winning resident will get the reservation. Both suites may not be reserved at the same time. However, if the second suite is still available 30 days prior to the desired date the resident may reserve the additional suite.
- c) At the time approval to rent the guest suite is granted, the lessee must sign a lease and return it to Imperial House Management. The rental fee will be immediately added to the Unit Owner's account. Upon departure any balance not paid by the Owner will be added to the Unit Owner's account. This includes clean-up and the use of the Health Club facilities.
- d) The rental fee is not refundable unless the reservation is cancelled before noon five (5) days prior to the first reserved date. If the rooms can be re-rented for the reserved nights, the original reservation can be cancelled and refunded. All rental fees will be paid by (or charged to) the Unit Owner. No payment will be accepted from guests.
- e) The rental and cancellation fees may be changed by the Board at any time upon notice to all Unit Owners.
- f) Only four (4) guests at one time are permitted to stay in each suite.
- g) The guest suite check-out time is 11AM or a charge will be made for an extra day. Check-in time is 2PM. The keys must be returned to the office as soon as the guest vacates the suite. If the office is closed, please put the keys in the slot in the office door. The Unit Owner is responsible for guest suite keys and will be charged \$50.00 if they are not returned.
- h) Daily maid service is not provided. The suite(s) will be cleaned after each guest's stay or after one weeks stay. Any additional supplies for guests staying in the guest suite(s) such as Kleenex, toilet paper, soap, etc. are the responsibility of the resident who reserved the room(s).

## **16 - IMPERIAL ROOM**

The Imperial Room is open for use by all residents at all times unless rented by or requested for exclusive use by a resident/owner and are subject to the following:



- a. Charges for exclusive use (includes reasonable clean up):
  - (1) With food (other than merely beverages) in use, \$65 for up to 5 consecutive hours anytime between 8:00 a.m. and 1:00 a.m. Additional hours during that day charged at \$5 per hour.
  - (2) Without food, \$25 for up to 5 consecutive hours anytime between 8:00 a.m. and 1:00 a.m. Additional hours during that day charged at \$5 per hour.
- b. No charge for non-exclusive use by a resident if being used for an otherwise authorized use.
- c. No charge for a funeral gathering on the day of the funeral for a resident who has passed away while living at the Imperial House. Up to two following days may be reserved at no charge for up to 5 consecutive hours each day.
- d. Rental by a resident for a funeral for a non-resident is considered a normal rental.
- e. The right to use (or rent) the Imperial Room is limited to residents. Non-resident Unit Owners may also reserve or rent the Imperial Room. The renting resident (or non-resident Unit Owner) (or their designee) must be present during all times of the rental or guests may be asked to vacate the room.
- f. The Association does not permit operating a business enterprise in the Imperial Room. Except as approved by the Board for the benefit of the Association, the Imperial Room may not be used for commercial purposes.
- g. The Association does not permit conducting political gatherings in the Imperial Room. Except as approved by the Board for the benefit of the Association, the Imperial Room may not be for political gatherings.
- h. The Association does not permit conducting charity fund-raising events in the Imperial Room. Except as approved by the Board for the benefit of the Association, the Imperial Room may not be used for charity fund-raising events.
- i. Reservations may be made for the current calendar year and, in November and December, for the first two months of the following year. Reservations must be made through the Imperial House Office.
- j. Reservations are on a first come, first served basis. However, if more than one resident comes in the same day to reserve for the same date, a lottery will be held at the end of the day and the winning resident will get the reservation.
- k. Every lessee (who must be a resident or non-resident Unit Owner) must sign a lease agreement for the Imperial Room and pay the full rental fee upon making the reservation. Unless cancelled at least 1 week in advance or the room is re-rented for the specified date, the rental fee will not be refunded.
- l. Occupancy of the Imperial Room may not exceed 60 persons.
- m. Guests for the Imperial Room may park in the front lot or on Imperial Drive when the lot is full.
- n. Nothing may be attached or affixed to the walls, floors or ceiling unless approved by management. The Imperial House Office must be notified of any damage to the Imperial Room, the Imperial Room equipment or other facilities.
- o. Lessee must be available to inspect the Imperial Room with a management representative within 24 hours or the next business day after its use to determine if any damage has been done. If lessee fails to appear for the inspection, lessee shall have waived the right of inspection. The lessee is liable for any damage done during the rental.
- p. During a rental, no live music is permitted, except for background music, e.g., a single guitar or other single instrument. No professional loudspeakers, equipment or disc jockeys are permitted. Music being played shall not be heard beyond the Imperial Room to disturb neighbors. No music is authorized after midnight under any circumstances. During the rental, the Imperial Room doors must remain closed.
- q. All guests must vacate immediately if requested by management staff or, in any event, by 1:00 a.m.
- r. All guests, caterers, etc. must enter and exit through the front lobby door. The Emergency Exits are not to be used for any purpose other than emergencies.
- s. Use of the Imperial Room for exercise or other classes is subject to a request form being obtained from the Office and approved by the Board. In addition to the other rules applicable to the Imperial Room:

- (1) The person conducting the class must provide a certificate showing liability insurance coverage of at least \$500,000, naming Imperial House as an additional insured.
- (2) Non-exclusive use, without fee, must be scheduled in advance and will be displaced by a paid event or Association meeting or event, even after the class event is scheduled.
- (3) Exclusive use may be obtained by a paid rental.

## 17 - RULES ENFORCEMENT

The Board may impose a fine, suspend voting rights, or rights to use of the common area of a Unit Owner or other resident of the Imperial House Condominium for a violation of law, the Declaration, Code of Regulations, and Rules & Regulations pursuant to the following procedures:

### a) Demand

- i) If the rules violation involves (i) an incident that immediately endangers safety or security of anyone or violates any Rules & Regulations adopted to protect life and property, or (ii) involves improper use of guest suites, party room, health club facilities, or common areas, by guests or resident(s), or (iii) is an obvious disturbance of the noise control Rules & Regulations thereby disturbing the peace and quiet enjoyment rights of other residents, or (iv) involves a vehicle rules violation, demand may be made verbally or in writing to immediately cease and desist from the alleged violation. If the violator fails to immediately take the appropriate action to comply with the Rules, the following steps may be taken.

- (1) At the discretion of Imperial House Management, the Police Department, or Fire Marshall, or other appropriate persons may be summoned to assist in the enforcement of the Rules.
- (2) If the violation involves illegal parking or storage of motor vehicles, a private towing contractor may be called to remove the vehicle(s) at the Unit Owner's expense.

### b) Notice.

- i) The Board shall conduct and hold a hearing if the violation does not require immediate action. A written notice of the hearing shall be sent to the alleged violator to cease and desist from the alleged violation and, if different, to the relevant Unit Owner. The notice shall contain information specifying the alleged violation and the time and place of the hearing, which shall be at least ten (10) days from the date of the notice. At the hearing, the alleged violator and/or relevant Unit Owner may present such expert witnesses as they wish, and they may be represented by counsel.
- ii) The Board may impose fines or penalties prior to the hearing, so long as the Board permits the alleged violator a full and fair opportunity to provide reasons that the fine or penalty shall not be imposed and shall be abated.

### c) Hearing

At or after the hearing, the Board shall be empowered to:

- i) Determine whether a violation has occurred.
- ii) Render the decision of the Board to the alleged violator within ten (10) days after the hearing ends. Any failure of the Board to abide by the times designated herein shall not invalidate the outcome of the hearing or any sanction imposed.
- iii) Determine the sanction to be imposed for the violation of the Rules.

d) Sanctions

One or more sanctions may be imposed on the violator/relevant Unit Owner independently or jointly by the Board as follows:

- i) Suspension of rights to use the common area (excluding hallways, elevators and garage if space has previously been leased) for a set time or until the violation has been cured.
- ii) Suspension of the right to vote for a set time or until the violation has been cured.
- (iii) Imposition of a monetary fine - If the violation was one that caused damage to any common area, equal to the cost of restoring the damaged common area to a condition similar to its condition before the violation occurred. In addition, a daily fine or a single fine of up to \$1,000 per day or occurrence may be imposed.

e) Results:

All writings required under this procedure shall be kept in the Board's records. The Unit Owner shall be notified of the results of the hearing within ten (10) days.

f) Neither the Board nor the Imperial House Condo Association shall be responsible to any Unit Owner, resident or any other party for any non-observance of the Rules & Regulations on the part of any Unit Owner, resident or any other party or non-enforcement by the Board.

g) The Board reserves the right to make new Rules & Regulations or amend existing Rules & Regulations from time to time as it may deem necessary for the safety, care, and cleanliness of the premises, and for seeing to the comfort and convenience of all the Unit Owners and residents.

## **18 - RULES REGARDING ALL UNIT OWNERS, RESIDENTS, CONTRACTORS AND DELIVERIES AT THE IMPERIAL HOUSE**

Because work in the building can negatively affect and impact neighboring units, all Unit Owners, residents, and contractors who work in the Imperial House are required to follow certain rules. These rules apply to all work involving any portion of the common elements of the building as well as any work done within private apartments.

In addition to complying with the Rules the Unit Owner/contractor must complete and submit the "Renovation Project Review" form, which can be obtained from the Management office. To avoid ambiguity, all work to be performed in accordance with this Rule 18 must be approved by and at the direction of the Unit Owner. A resident who is not a Unit Owner must obtain the cooperation and approval of the Unit Owner to comply with this Rule.

### **WORK/DELIVERY HOURS**

- A. Permissible hours for delivery of all items and work by scheduled contractors are only on Monday thru Friday from 8:00 AM to 4:30 PM each day. In addition, household furniture and accessories and kitchen appliances may be scheduled for delivery on a Saturday from 8:00 AM to 4:00 PM by prior arrangement with the Office. No work is permitted before or after these hours, and no work is permitted on weekends or holidays. Emergency service work and minor appliance work (i.e.,

TV/VCR repairs, refrigerator repairs, lamp repairs, etc.) are exempt from these restrictions.

## **ELEVATOR**

- B. To be assured of the use of an elevator for a delivery of furniture, appliances, equipment, materials, etc., it must be scheduled with the Imperial House office at least 24 hours in advance to make sure of its availability. Unscheduled deliveries may be refused by the building staff. Rather than refuse the Unit Owner's unscheduled delivery, the building staff is authorized to alter the day's delivery schedule and accommodate the unscheduled delivery and, in consideration thereof, the Unit Owner will be charged the current Unscheduled Delivery Fee as set by the Board of Directors<sup>1</sup>. If the unscheduled delivery occurs without permission, the building staff is authorized to apply the Unscheduled Delivery Fee after the fact and charge the account of the Unit Owner. There are no exceptions. Only one elevator, which has been reserved at least 24 hours in advance, may be used by a contractor to take materials to and from the P-1 parking area, apartment, or common element areas where the contractor will be working. No materials/deliveries may be transported via the elevator until the cab is properly padded to protect the interior finish. In the event of a scheduled move in/move out, or in case one of the elevators is out of service, the building staff is authorized to deny any contractor or delivery agent the use of the second elevator. All materials or deliveries would then have to be transported via one of the fire stairwells or rescheduled.

## **PARKING**

- C. Because of the limited and restricted parking facilities, only one (1) vehicle per contractor/job is permitted to park in the front parking deck. Additionally, contractors may only park an automobile (no trucks) in the space of a Unit Owner/resident for whom the contractor is working if such space is available. CAUTION: Low overhead in the garage prohibits access to most trucks and vans. Clearance is 6 feet. If other on-site parking is available, building staff will direct the contractor where to park.

## **MOVEMENT OF MATERIALS AND WORKERS**

- D. All construction/repair materials, equipment, tools, etc. must be brought into the building through the P-1 garage. Nothing is to be brought in through the front lobby or P-2. No materials, equipment, tools, debris, etc. are to be stored or left in the common areas at any time.

## **RENOVATIONS/REPAIRS**

- E. Any construction, repair, or renovation work initiated by a Unit Owner must be completed within six months from the start date. Any additional time required must be submitted in writing and must have Board approval. A detailed description of any construction, repair or renovation work which impacts the common elements of the building (i.e. work which will involve a load-bearing wall, making or closing any hole in floor or ceiling, changes in water supply line or return line work, replacement of a toilet, the replacement or relocation of a water heater, modifications to bathroom and kitchen sinks, drains, tubs, showers, electrical load or distribution and/or increases alters the electrical demand, the installation or removal of any insulation including privacy/sound insulation

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<sup>1</sup> As of March 23, 2023, the initial Unscheduled Delivery Fee will be \$250 for the first Unscheduled Delivery allowed the Unit Owner in a 12-month period, \$500 for the second Unscheduled Delivery allowed the Unit Owner during a 12-month period, and \$1,000 for the third Unscheduled Delivery allowed the Unit Owner during a 12-month period.

as well as pipe insulation) must first be submitted in writing to the Board. No such work may begin, in part, or in whole, until a delegated member of the Board provides written approval of the job, including a specific inspection plan. The submission shall include detailed plans and specifications, including drawings, sufficient to allow the Board to determine the effect on the building structure, common areas or facilities, or neighboring units. In addition to the Unit Owner obtaining any municipal approval or permits required by codes and ordinances, the work may not commence until the Board has issued a signed and dated certificate approving the plans and specifications. The Board may, using reasonable discretion, require the Unit Owner to obtain a certification from a structural architect or engineer as to such matters as the Board determines before the Board approves certain types of work. Any renovation or repair completed without Association approval, and which may not meet current building codes or Imperial House Condominium Association Rules will be required to have the work inspected by a licensed and insured professional who must provide a written report stating that the work meets current codes and standard practices. Additionally, it must be approved by a representative of the Association concerning adherence to Association Rules. If any remediation is required, the costs of such inspections are to be paid by the Unit Owner. No fine will be assessed if the situation is addressed in an acceptable time period. When it is not addressed in an acceptable time period, fines may be imposed by the Board. Such determinations as to time and level of fine(s) will be decided by the Board.

## **INSPECTIONS**

- F. Once any work has begun, the Board requires that building staff inspect the work regularly to assure and document compliance with the approved plans and these rules. No opening in any wall, floor or ceiling may be closed until an inspection has approved the work that will be hidden by the closure. The Board may require the reopening of any closure at the owner's expense to conduct such inspections.

## **PERMITS**

- G. The responsible Unit Owner who is having the construction, repair, or renovation work done (or the party who engages the contractor at the Unit Owner's direction) must obtain in their name and provide a copy to the Imperial House office for the Board, all city and/or county permits which may be necessary before such work can begin. A building permit is a dual responsibility of the contractor and Unit Owner and not the Condominium Association.

## **LICENSING**

- H. All plumbing work must be done by a registered, insured plumber and all electrical work by a registered, insured electrician. Proof of registration and insurance must be provided to the office before work can commence.

## **DAMAGE/CLEAN UP**

- I. The Unit Owner who is having the construction, repair, or renovation work done is responsible for all damage caused by the contractor, including responsibility for the protection and cleaning up of dust, dirt, and debris, caused by their work, from all common areas (especially in the corridors,

elevators, lobby, and parking area). The contractor is expected to immediately clean up all common area debris or the responsible Unit Owner or resident will be charged a clean-up fee of \$250.00 minimum, or a fee of \$50.00 per hour, per occurrence (plus cost of any repairs), whichever is greater, to compensate the Condominium for any building labor used to repair contractor damage to common element property or to clean up any common area debris left by the contractor. The contractor is required to protect by covering all common element area carpeting and is responsible for any damage to such carpeting. The Unit Owner and contractor are responsible for the disposal of all carpeting and construction materials, and they are prohibited from disposing of carpeting and construction materials in the Imperial House trash chutes or bins. The Unit Owner will be charged a disposal fee for each bin that is used.

NOTE: The client for whom the contractor is working may want to deduct from any money owed the contractor, the cost to repair any common area damage and the cost of any common area clean up not properly done by the contractor.

### **BOARD OF DIRECTORS RESPONSIBILITY**

- J. The Board of Directors (Board) reserves the right to require the responsible Unit Owner to revise, modify, or redo any construction, repair, or renovation work which does not meet any city and/or county building, health, fire, or safety codes, or work which in the sole judgment and opinion of the Board imposes an unacceptable risk of damage or injury to property or person involving any common element, or the person or property of any Imperial House Unit Owner, resident or staff member.

### **PRIVATE INDEPENDENT CONTRACTOR**

- K. It is agreed and understood that the contractor will work as a private/independent contractor, and at no time will the contractor be considered an employee of the Imperial House Condominium Association, or its Management Agents. The contractor agrees to abide by the rules, regulations, and conditions aforesaid. If this job continues beyond one day, this agreement shall continue for the life of the job. Furthermore, by the contractor acknowledging these rules of conduct, the contractor agrees to abide by these rules anytime the contractor performs service in the Imperial House.

### **REMEDIES**

- L. Because of the risk to the structural integrity of the building or the safety of other residents, if the work is not done in accordance with the approved plans, the Board is empowered to require the Unit Owner to repair the work in accordance with the plans or substitute plan which ameliorates the risk. If the Unit Owner does not make the required changes within a reasonable time, the Board may act under its general Rules Enforcement powers to impose fines and/or sanctions against the Unit Owner and/or resident and/or contractor as may be necessary to ensure compliance with these rules. Without limiting the Board's rights under these Rules, in the case of work in a Unit that the Board determines has put the structural integrity or safety of the dox plank at risk, the Unit Owner shall cause a repair to be made, in a manner directed by the Board and using a contractor acceptable to the Board, under the supervision of a structural engineer retained by the Board, all at the expense of the Unit Owner.