

IMPERIAL HOUSE CONDOMINIUM **CONDOMINIUM DECLARATION**

28911
Sept. 10, 1980
Handwritten

THIS DECLARATION is made pursuant to the Condominium Act of 1976 (D.C. Law 1-89) (hereinafter referred to as the “Act”) of the District of Columbia by Imperial Inc., a Maryland corporation (hereinafter referred to as the “Declarant”).

1. Submission of Property.

The Declarant hereby submits the real property located in the District of Columbia and owned by the Declarant in fee simple absolute, more particularly described in Exhibit A annexed hereto, together with the improvements located thereon and/or therein, to the provisions of the Condominium Act of 1976 (D.C. Law 1-89) of the District of Columbia to create a plan of condominium ownership in such property. The property is shown on the Condominium Plat and recorded among the records of the Office of the Surveyor of the District of Columbia in Condominium Book illegible at Page illegible.

2. Name of Condominium.

The name of the condominium is “Imperial House Condominium”.

3. Definitions and Terms.

The following terms when used in the Declaration and the other documents constituting the Condominium Instruments are, if defined in the Act, intended to be consonant with the meanings ascribed to them by the Act and are defined herein as follows:

“Act” means the Condominium Act of 1976 (D.C. Law 1-89) of the District of Columbia.

“Association” or “Unit Owners’ Association” means all of the Unit Owners acting as a group in accordance with the By-Laws.

“Board of Directors” means the executive and administrative entity established by the By-Laws to act for the Association in governing the Condominium.

“Building” means the building structure which does, or will, comprise part of the Condominium, as more particularly shown on the Condominium Plat and Plans.

“By-Laws” means the set of by-laws, attached hereto and made a part hereof as Exhibit B and recorded simultaneously with this Declaration, providing for the self-government of the Condominium by the Association in accordance with Section

301 et seq. of the Act, and such amendments thereto as may be recorded from time to time pursuant to the provisions of the Act.

“Common Elements” means all portions of the Condominium other than the Units, as more fully set forth in Paragraph 7 of this Declaration.

“Common Expenses” means all lawful expenditures made or incurred by or on behalf of the Association, together with all lawful assessments for the creation and maintenance of reserves pursuant to the provisions of the Condominium Instruments.

“Common Profits” means all income collected or accrued by or on behalf of the Association other than income derived from any special assessment of only some Unit Owners.

“Condominium” means the Building and the Land and any incident thereto or interest therein which is more particularly described in Paragraph 1 and which is being submitted to the provisions of the Act by the Recording of this Declaration and the other condominium Instruments.

“Condominium Instruments” means this Declaration, the By-Laws, the Condominium Plat and the Condominium Plans, and any and all exhibits, schedule or certificates thereto, and all amendments thereto which are Recorded pursuant to the provisions of the Act.

“Condominium Plat” means one of more plats of survey showing the boundaries of the land and related matters, and any amendments thereto, made, certified and Recorded with the surveyor in accordance with Sections 214 (a) and (c) of the Act.

“Condominium Plans” means the plans of the Building showing the location and boundaries of each Unit, each Unit’s Identifying Number, and other related matters made, certified and Recorded with the Surveyor in accordance with Section 214 (b) of the Act.

“Condominium Unit” means a Unit together with the undivided interest in the Common elements appertaining to that Unit.

“Declarant” means Imperial Inc., a Maryland corporation, and its successors and assigns.

“Declaration” means this Condominium Instrument and such amendments thereof as may be recorded from time to time.

“First Mortgagee” means the holder of any first mortgage or the beneficiary under any first deed of trust encumbering a Unit.

“Identifying Number” means one or more letters or numbers, or both, that identify only one Unit in the Condominium.

“Land” means the real property described in Exhibit A to this Declaration, and all easements and rights appurtenant thereto.

“Limited Common Elements” means those portions of the Common Elements reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the Units, as more fully set forth in Paragraph 7 (b) of the Declaration.

“Non-Residential Unit” means a Unit designed for commercial, office or other non-residential use permitted under the zoning law and regulations of the District of Columbia which are applicable to the Condominium.

“Par Value” means the number of points assigned to each Unit by the Declaration as set forth in Schedule I attached hereto and made a part hereof.

“Parking Unit” means a Unit designed for vehicular parking use.

“Person” means a natural person, corporation, partnership, association, trust, or other entity capable of holding title to real property, or any combination of any of the foregoing.

“Record”, or any form of the verb “to record”, means recordation in substantial accordance with the provisions of those laws codified in Title 45 of the District of Columbia Code or in substantial accordance with the requirements of the Surveyor.

“Residential Unit” means a Unit designed for residential use.

“Rules and Regulations” means those rules and regulations adopted from time to time by the Board of Directors that are deemed necessary for the enjoyment of the Condominium, provided they are not in conflict with the Act of the Condominium Instruments.

“Surveyor” means the Office of the Surveyor of the District of Columbia.

“Undivided Interest” means the percentage interest of each Unit in the Common Elements set forth in Schedule I.

“Unit” means a portion of the Condominium designed and intended for individual ownership, as further described in Paragraph 5 hereof.

“Unit Owner” means one or more persons who own a Condominium Unit in fee simple, including without limitation (in a proper case), the Association.

“Universal Common Elements” means all of the Common Elements other than the Limited Common Elements.