1817 & 1825 SOUTH OCEAN DRIVE HALLANDALE BEACH, FL 33009 PHONE (954) 454 – 8822 // FAX (954) 455 – 0868 E-MAL imperial towers@att.net

Dear prospective Purchaser:

Enclosed please find an Application for Occupancy for Resale.

The forms must be completed in full by the owner and prospective purchaser and signed accordingly. The forms are then to be returned to our office with the following items:

- 1. Copy of the Purchase Contract or Lease Agreement, along with the Addendum to Lease, attached, and signed by all parties and witnessed.
- 2. If a Purchase Contract, there must be an Earnest Money Deposit of no less than ten percent (10%). An escrow letter MUST accompany application stating that 10% is being held in escrow in order to start screening process.
- 3. Signed copy of the Authorization to Release Information along with a non-refundable Screening fee of \$150.00 made payable to Imperial Towers Condominium, Inc. (Cashier checks or Money order). 4 weeks process time. A copy will be required for each occupant.
- 4. All foreign applicants must pay a non-refundable screening fee of \$175.00 (per person) made payable to Imperial Towers Condominium, Inc. (Cashier check or Money order).
- 5. Completed copy(s) of the Application for Occupancy.
- 6. If the applicants are not married, each co-resident/co-applicant must submit separate applications with separate screening fees. If you are married, but have different last names, please submit a copy of the marriage certificate.
- 7. Employment verification from employer.
- 8. Evidence of income. Pay stubs, 1099's, W-2's, tax return, etc.
- 9. If self-employed, provide evidence.
- 10. Bank references on Bank stationary to include type of account, account No., current balance, average balance, & date opened.
- 11. Copy of latest Bank Statement.
- 12. Color copy of the applicant(s) Driver's License or Passport
- 13. Copy of the Vehicle Registration.
- 14. Signed Affidavit that up to date Condo Docs and Rules & Regulations have been received, read, understood and accepted.
- 15. Signed and witnessed Authorization to use Apartment Affidavit
- 16. Three Character Reference letters from non-related individuals, including their phone numbers.

### PROCEDURES FOR SELLING OR LEASING AN APARTMENT

### **Background:**

Article XIII of the Declaration of Condominium requires an owner who wants to sell or lease a unit to first obtain the approval of the Association. The Association also has a right of first refusal to purchase/lease the unit on the same terms as the offer. The Association's right of first refusal includes the right of the Association to designate another person or entity to take title to the apartment or to lease the same in the event the Association exercises its right of first refusal. The Association has fourteen (14) days to notify the owner of its intent to exercise its right of first refusal. The proposed buyer must be screened by the Association and approved prior to moving in to the unit. Any sale or lease that has not been approved by the Association is null and void, and may result in legal action being taken.

Initials	Initials	Initials

### Step 1-Notify the Association and provide information.

When an owner receives a bona fide offer to sell or lease their apartment, the owner must provide written notice to the Association. The notice must be delivered to the Board of Directors and shall include a copy of the offer (sale/lease contract). A Purchase offer must reflect that it was accompanied by an earnest money deposit in an amount equal to at least 10% of the purchase price. The owner and the proposed occupant(s) shall complete all forms to provide the information required for the credit and background checks, an application shall include payment of the \$100.00 Screening fee and \$50.00 Administrative fee, to cover the cost of processing.

### Step 2- Receipt of information and screening interview.

Once the Association has received all information and fees from the owner and the proposed occupant(s), the Board of Directors, or screening committee, will contact the proposed occupant(s) to schedule a screening interview. The interview must be in person and may not be conducted by telephone. THE BOARD HAS THE DISCRETION TO CONDUCT TELECONFERENCE INTERVIEWS DO FOR UNFORESEEN REASONS. Incomplete applications will not be processed and will be returned.

#### Step 3- Review and determination.

Upon completion of the screening interview, the Board of Directors will review all information received and will make a determination on the application in approximately fourteen (14) days. If there is a screening committee, the committee will recommend to the Board whether to approve or disapprove the applicant(s). The Board may accept or overrule the committee's recommendation.

#### Step 4-Notification to the owner.

If approved, the Board will provide a Certificate of Approval. The decision of the Board will be final. The Board is charged with a duty to promote the health, safety and welfare of the residents of the community. Accordingly, the Association's Governing Documents provide the Board with the authority to screen prospective purchasers and establish screening procedures in order to prevent undesirable persons from residing in the Community. Such Applications for Occupancy may be disapproved by the Association for any one of the following reasons:

- 1. Providing any false statements or misrepresentations on the Application for Occupancy;
- 2. The unit owner has a history of leasing his unit without obtaining approval, or leasing to troublesome tenants and/or refusing to control or accept responsibility for the occupancy of his/her unit;
- The Real Estate Company or Real Estate Agent handling the sale or lease transaction, has a history of screening applicants inadequately, recommending undesirable buyers or entering into contract without prior Association approval;
- 4. The application on its face indicates that the person seeking approval intends to conduct himself/herself in a manner inconsistent with the covenants and restrictions applicable to the community;
- 5. The prospective purchaser or tenant has been convicted of a felony involving violence to persons or property, felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
- 6. The prospective purchaser or tenant has a history of conduct which evidences disregard for the rights and property of others;
- 7. The prospective purchaser or tenant evidences a strong possibility of financial irresponsibility;
- 8. The prospective purchaser or tenant, during previous occupancy in Imperial Towers, or elsewhere, has evidenced a disregard for the Association rules.
- 9. The Board has the right to deny or refuse an applicant who has failed to meet the requirements set for in the Condominium Declaration or any other applicable law.

Initials	Initials	Initials

### Absolutely no move-ins are permitted before screening

A business company will not be accepted as a Buyer of an apartment.

No rentals for the first two (2) years of ownership. Thereafter, rentals can be for a minimum of three (3) months or a maximum of twelve (12) months. No more than one (1) lease is permitted for a unit in any 12 month period.

When owners are absent, the use of the unit is restricted to their <u>"IMMEDIATE FAMILIES".</u>
The term <u>"Immediate Family"</u> is limited to: Parents, Grandparents, Children, Grandchildren, Brothers and Sisters only.

Visitors/Guests cannot exceed a stay of more than 30 days in any 12-month period. Anyone staying for more than 30 days must apply for residency.

### Imperial Towers Condominium, Inc. is not responsible for:

Unit keys, mailbox keys, maintenance problems within a unit, repairs within a unit or getting utilities or cable started. These are the unit owner's or renter's responsibility.

### Voidable sales contracts or leases:

Per XIII (c) of the Declaration of Condominium: "Any purported sale or lease of an APARTMENT where the Owner has failed to comply with the provisions of ARTICLE XIII of the Declaration of Condominium, shall be voidable at the election of the Board of Directors, provided, however, that such voidability shall exist for a period of no longer than ninety (90) days from the consummation of such sale or lease transaction, such consummation to be evidenced by occupancy of the APARTMENT or by the recordation of a deed of conveyance thereto; and provided, further, that the ASSOCIATION commence an action within such ninety (90) day period to have same declared void.

#### Lease Renewals:

Per XIII (e) of the Declaration of Condominium: "Any lease approved by the Board of Directors shall provide that it may not be extended or assigned without the approval of the Board of Directors, and the lessee may not sublet. Any lessee occupying an APARTMENT, under an approved lease, shall be fully subject to the terms of the Declaration of Condominium and the By-Laws of the ASSOCIATION, and such lease shall be subject to cancellation if the lessee thereunder shall fail to comply with the Rules and Regulations contained herein or which may hereafter be established by the ASSOCIATION. All lease renewals must be submitted to the Association no less than sixty (60) days prior to the renewal date.

It is imperative that upon closing, a copy of the closing statement (HUD 1) and Warranty Deed be sent to our office. This is the only way the account name can be changed in our system.

Printed Name	Signature	Date
Printed Name	Signature	Date
Printed Name	Signature	Date
Witness Printed Name	Witness Signature	Date

### **AUTHORIZATION TO RELEASE INFORMATION**

Rental:

Sale:

Unit:		
I hereby authorize IMPERIAL TOWERS CONDO assigns, to conduct a comprehensive review of my ba report to be generated for occupancy. Said report ma including, but not limited to, indebtedness, mode of li- driving record/license, validity of social security num consumer credit report, and any information that I have	ackground through a consumer report a by contain information about me from iving, present and previous employers aber, personal references, criminal recover we disclosed on my application and/or	and/or an investigative consume consumer reporting agencies, s and/or employment contracts, ords, credit history through a any attachments/exhibits.
I authorize the Association to contact others who may general reputation and authorize, without reservation, mentioned information.	be able to provide information as to a any party or agency contacted by the	my background, character, and Association to furnish the above
I hereby affirm that my answers to all questions on my exhibits and/or resumes, are true and correct and that if disclosed, affect my application.	y application, this authorization form, I have not knowingly withheld any fac	and/or any attachments, cts or circumstances that would,
Furthermore, I release the Association and it's Board from any and all claims or liability which might arise information obtained in connection with such investig adverse action.	from transmission, assembly, receipt a	and/or interpretation of
I also authorize the Association to furnish the Lessor vin connection therewith including, but not limited to, t request same.	with a copy of the application package the criminal background check, credit	, and any information obtained reports, etc., should Lessor
This authorization and consent shall be valid in origina	al, fax or photocopy form.	and the second s
I authorize the ongoing procurement of the above-men occupancy with the Association.	tioned information/reports by the Assa	ociation at any time during my
By signing below, I acknowledge understanding of the	purpose of this Authorization Form a	nd its intended use.
****************	***********	******
Applicant Information		
Print Name:	Social Security Numb	er:
Street Address:	City:	State: Zip;
Driver License Number:	Driver's License State	
Passport Number:Phone #'s:	Email:	
MPORTANT: The following information will be used by the only, to perform a background check. This information will a	e credit and background reporting compa not be used as part of the decision process	ny for identification purposes the Association.
Maiden, Other and/or Former Name(s)		
Race/National Origin: Gender:	Male: Female: Dat	te of Birth:
Signature:	The second secon	

Application for Occupancy Rental: Sale: THIS APPLICATION IS FOR A SINGLE PERSON OR A MARRIED COUPLE.

If the applicants are not married, each co-resident/co-applicant must submit separate applications with separate screening fees. All telephone numbers provided must be able to be reached from 9am to 5pm.

NOTE: Complete all questions and fill in all blanks. If any question is not answered or left blank, this application may be returned, not processed, and/or not approved.

Print legibly or type all information. Missing information will cause delays. All information supplied on this application is subject to verification.

Any black statements or misroproportations on this application will exact in approved.

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1817 & 1825 SOUTH OCEAN DRIVE, HALLANDALE BEACH, FL 33009 PHONE (954) 454 – 8822 // FAX (954) 455 – 0868 // E-MAL imperialtowers@att.net

### **VEHICLES AND PARKING:**

There is only one assigned (deeded) parking space per unit. Any resident, owner or renter, can park only one (1) car on the Association property. Any resident, with more than one (1) car, must make arrangements to park it elsewhere. If you have an arrangement with another resident to use their parking space, written evidence must be provided to the office prior to the screening. Violators will be automatically towed with no warning and at their **OWN EXPENSE**. Parking is permitted only in spaces assigned for parking. Parking in fire zones, along curbs or any other areas not lined for parking, is not permitted. Violators will be automatically towed with no warning and at their own expense. Guest parking is for visitors only and may not park overnight. Residents cannot park in Guest parking. Violators will be automatically towed with no warning and at their own expense. Only head-in parking is permitted. All vehicles must fit within the allocated space. Any vehicle which cannot operate under its own power is not allowed on the property. No vehicles that require towing are permitted on the property. Vehicles without valid tags or license plates are not permitted on the property. Violators will be automatically towed with no warning and at their own expense.

### REPAIR/RENOVATION:

Any repair or renovation to a unit must be requested and approved by the Association. An Architectural Modification Request Form must be submitted to the Association and approved by the Board of Directors, prior to any commencement of work. There will be no work allowed without the proper permits, as required by Hallandale Beach. All work done in the building must be done by a licensed and insured contractor. The contractor must be registered with the Association office by providing evidence of the contractor's licensure, insurance, signed Contractor's and Repairmen's Acknowledgement and Indemnification and signed Hold Harmless and Indemnification Agreement, as required by the Association's insurance carrier. All forms are available in the office. Work, as well as the delivery of material and equipment, can only be done Monday thru Friday, excluding holidays, from 9:00 A.M. to 4:00 P.M., thru the rear entrance to the building, never the front entrance. The office must be given 24 hours' notice to cover the walls and floor of the elevator and it must be done under the supervision of the building Superintendent. It is the responsibility of the contractor to remove all debris from the premises. No construction materials or debris may be discarded down the trash chute or left in the main floor garbage rooms. The Owner will be held responsible for compliance of the above.

### **DELIVERIES/MOVE INS AND MOVE OUTS:**

Any delivery of furniture or appliances, as well as moving in or out, must be done Monday thru Friday, excluding holidays, from 9:00 A.M. to 4:00 P.M., thru the rear entrance to the building, never the front entrance. The office must be given 24 hours' notice to cover the walls and floor of the elevator and it must be done under the supervision of the building Superintendent. Only emergency appliances, such as a refrigerator or stove, may be delivered after hours and weekends, with Association approval. Unit owners have to make arrangement with a private company for all items to be disposed of or discarded and taken off the premises at their own expense.

#### TRASH ROOMS ON EACH FLOOR:

All garbage must be placed and tied in plastic bags and put into the chute. If it cannot fit in the chute, it must be brought to the dumpster room on the ground floor. All glass containers must be rinsed out and placed in the barrel so marked. Newspapers only should be placed in the tray so marked. The main door to the trash rooms on each floor must be kept closed at all times.

### DOORS TO HALLWAYS:

All doors between apartments and hallways must be kept closed at all times, as required by the Fire Marshal. Any excess smoke, from cooking, or even fire MUST be contained within the unit.

### **KEYS:**

Owners/renters must provide the Association office with duplicate keys to their apartment in case of an emergency. If we need to break in, the owner/renter will be responsible for the cost. If you leave your car here for any extended period of time, we urge you to provide a key to the office as well. If it has to be towed, the owner/renter will be responsible for the cost of the towing as well as the storage.

Initials	Initials	Initials_	
	Deep 1 of 2		

### WATER HEATERS, AC UNITS, & VALVES:

Water heaters and air conditioning units must b replaced or inspected every 10 years. Water heater replacement must also include new valves as well as a breaker switch installed in the AC/HWH closet as per city requirement.

When leaving your apartment for any extended period of time, be sure to shut off all water valves in you hot water heater closet to prevent any floods or leaks.

#### **SECURITY:**

Since we do not have security, the full cooperation of all residents is needed to keep trespassers off the Association property and out of our buildings. Report crimes to the police, not to the Superintendent, Board members or the Association office.

### **MAINTENANCE:**

The owner of each Condominium unit shall maintain and be responsible for the maintenance of his own unit and all equipment and fixtures, including hot water heater and all air conditioning equipment, and must promptly correct any conditions which would, if let uncorrected, cause any damage to another unit or the common elements.

OWNERS WHO ARE ABSENT have the responsibility to designate a person to CHECK THEIR UNIT FREQUENTLY to prevent any damage (a/c failure, water heater, leaks, mold, etc.) to their unit. Any damage and expenses caused by owner's failure to fulfill such responsibility is solely theirs. Association is not responsible for condominium unit owner's failure to comply with such responsibility.

#### **PEST CONTROL:**

All residents shall at all times keep their units in clean and sanitary condition and vermin free. A pest control service is employed by the Association the common areas in the inside of individual units once a month. The monthly service is currently provided IN ACCORDANCE WITH THE SCHEDULE THAT IS EMAILED TO ALL RESIDENTS AND IS POSTED IN LOBBY BULLETIN BOARDS. It is the responsibility of each resident to call or email the office to have their unit placed on the list to be serviced. If you will not be home, please make arrangements to permit access to your unit.

#### **SPEED LIMIT:**

Maximum speed limit on the property is 5 mph. Please respect the stop signs posted. Warnings will be placed on cars in violation. Fines will be imposed on violators.

#### CHILDREN:

While there are no age restrictions upon children who reside in the Condominium, the Condominium Association does have the right to make such rules and restrictions as it deems necessary with regard to use of the recreational facilities and common elements by children under the age of sixteen (16) years.

Printed Name	Signature	Date
Printed Name	Signature	Date
Printed Name	Signature	Date
Witness Printed Name	Witness Signature	Date

1817 & 1825 SOUTH OCEAN DRIVE HALLANDALE BEACH, FL 33009 PHONE (954) 454 – 8822 // FAX (954) 455 – 0868 E-MAL imperial towers@att.net

### Affidavit of receipt of Condominium Docs and Rules & Regulations

I/We, the undersigned, have received a copy of the Condominium Documents and Rules and Regulations of Imperial Towers Condominium, Inc., including all amendments registered with Broward County <u>UP TO THE CURRENT DATE</u>. I/We have read, understand, accept, and agree to comply and be bound by same.

Printed Name	Signature	Date
Printed Name	Signature	Date
Printed Name	Signature	Date
Witness Printed Name	Witness Signature	Date

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# NO RENTALS DURING THE FIRST 24 MONTHS of Ownership (from Title Date)

### Voidable sales contracts or leases:

Per XIII (c) of the Declaration of Condominium: "Any purported sale or lease of an APARTMENT where the Owner has failed to comply with the provisions of ARTICLE XIII of the Declaration of Condominium, shall be voidable at the election of the Board of Directors, provided, however, that such voidability shall exist for a period of no longer than ninety (90) days from the consummation of such sale or lease transaction, such consummation to be evidenced by occupancy of the APARTMENT or by the recordation of a deed of conveyance thereto; and provided, further, that the ASSOCIATION commence an action within such ninety (90) day period to have same declared void.

No rentals for the First 24 Months of ownership. If you do rent within the first 24<sup>th</sup> Months of ownership, your transaction will be voided as noted above. New owners are required to notify the board of their intention to rent and may be permitted to do so as long as the rental cap is below 20%. If the rental cap is above 20%, the unit owner will be place on a waiting list to be eligible to rent the unit.

If the purchased unit is currently leased with a valid contract, the current tenant must vacate the unit as of the expiration of such lease. No extensions or renewals are allowed. The no rental 24-month period will begin on the date of the lease expiration and/or the date it was vacated by the tenant, whichever comes first.

Thereafter, rentals can be for a minimum of three (3) months or a maximum of twelve (24) months. No more than one (1) lease is permitted for a unit in any 12 month period.

When owners are absent, the use of the unit is restricted to their IMMEDIATE FAMILIES. The term immediate family is limited to: Parents, Grandparents, Children, Grandchildren, Brothers and Sisters.

Visitors/ Guests cannot exceed a stay of more than 30 days in a twelve (12) month period. Anyone staying for more than 30 days must apply for residency.

A business company will not be accepted as a Buyer of an apartment.

Date	Printed Name	Signature
Date	Printed Name	Signature
Date	Printed Name	Signature
Date	Printed Name	Signature

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### CERTIFICATE OF APPOINTMENT OF VOTING REPRESENTATIVE

To the Secretary of the Association:	
This is to certify that the undersigned, constituthe Imperial Towers Condominium Inc. have d	ting all of the Record Owners of Unit # at esignated:
Name of	f Voting Representative
	express all approvals that such owners may be entitled to case ip of the Association and the Articles and By-Laws of the
EXAMPLES:	
<ol> <li>Unit Owned by a Husband and Wife. Voting only as the voting representative.</li> </ol>	ng Certificate requires designating either the Husband or Wife
2. Unit Owned by TWO Individuals, not marr two individuals and not a third person as the	ied, Voting Certificate requires designating ONE (1) of the ne voting representative.
This Certificate is made pursuant to the Declar prior Certificates and be valid until revoked by	ation of the Association and the By-Laws and shall revoke all subsequent Certificate.
Date:	
Owner's Name	Signature

Note: This form is NOT a PROXY and should not be used as such.

### **CONDOMINIUM FEES**

All fees are to be in the form of a check or money order and made payable to Imperial Towers

Condominium Inc.

### Application Screening (USA residents)

\$150.00

All buyers and new tenants must apply to be approved by the Condo Association. Each person (including married couples) must submit a separate signed application and pay up to \$150. Married couples only pay one fee, with proof of marriage. Out of Country applicants: up to \$175.00.

\*\*Applicant interviews will be held on the FIRST and THIRD Tuesday of each month.

Please schedule your appointment with the office at time of application.

### <u>Declaration of Condominium</u>

\$100.00

"Condo Docs" include the Declaration of Condominium, By-Laws and Articles of Incorporation as well as the Rules and Regulations of the Condominium. They are provided (at sellers' expense) by sellers to buyers upon an executed Purchase/Sale Agreement.

### **Estoppel Letters**

\$250.00

Send your request to <a href="mailto:imperialtowers@att.net">imperialtowers@att.net</a> and make your check out to: Imperial Towers Condominium Association Inc and mail to 1825 S. Ocean Drive, Hallandale Beach FL 33009 RUSH FEE IS AN ADDITIONAL \$150.00

### Condo Questionnaire

\$250.00

Send your request to <a href="mailto:imperialtowers@att.net">imperialtowers@att.net</a> and make your check out to: Imperial Towers Condominium Association Inc and mail to 1825 S. Ocean Drive, Hallandale Beach FL 33009

### Moving Fee Owners & Renters (Non-refundable)

\$200.00

A \$200.00 fee will be charged for all full unit moves. This includes the fee for moving in, as well as moving out. The fee is for the reservation of the elevator for 4 hours, elevator pads, and floor covering.

### <u>Tenant Rental Security Deposit</u> (Refundable)

\$500.00

Security Deposit from tenants before moving in. Refundable after move-out if no damages to common areas

### Property Access Key Fee

\$100.00

Residents are expected to have a key for access to the buildings, pool area and gym. No one without a key is to be allowed to enter key-restricted areas. Keys may only be purchased by Owners and provided to tenants.

### Mailbox Key

\$25.00

Lock and key sets to replace/change the mailbox key are available in the office. Changing of the lock must be coordinated with the postal delivery person.

FOR OTHER FEES, PLEASE CHECK AT THE CONDO OFFICE

### **AUTHORIZATION TO USE APARTMENT AFFIDAVIT**

Imperial Towers Condominium Unit #:\_\_\_\_

The Imperial Towers Condominium, Inc. documents regulate the use of apartments when the owners are absent, restricting the use of their units to their "Immediate Family", (Article X of the DECLARATION).

The term "Immediate Family" is limited to:

Parents, Grand Parents, Brothers, Sisters, Children and Grand Children.

In the spaces provided below, please provide the names of your "Immediate Family" members authorized to use your Apartment in your absence.

Mother:	Mother:	
Father:	Father:	
Grandmother	Grandmother	
Grandfather	Grandfather	
Brother	Brother	
Sister	Sister	
Children	Children	
Children	Children	
Grandchildren	Grandchildren	
Grandchildren	Grandchildren	
Printed name	Signature	Date
Printed name	Signature	Date
Printed name	Signature	Date
Witness Printed name	Witness Signature	Date

### Imperial Towers Condominium Inc.

## ONE CAR PARKING AFFIDAVIT

By the Following, Type	Buyers Names) ;	
Unit	Buyer(s), whose parking space number is #;	
hereby acknowledge(s),	nderstand(s) and agree(s) to the "ONE CAR PARKING POLICY"	, 
	Car(s) is/are parked in a No Parking Area, A Visitors Parking, by Other Parking Space Without Owner's Previous Authorization	
		п,
To they will be TOWED ?	WAY AT OWNER'S EXPENSE.	
	that Commercial Trucks, or RV, ARE NOT allowed in premise e(s) that Visitor / Guest cars cannot be parked overnight otherwi	
	AY AT OWNER'S EXPENSE.	
Buyer(s) Signature:	Date	
Buyer(s) Signature:	Date	
Buyer(s) Signature:	Date	
Imperial Towers Condomin	um Inc.	
Ву:		
Ву:		

### Imperial Towers Condominium Inc.

# NO PETS ALLOWED AFFIDAVIT

By the F	ollowing, (Type Buye	ers Names)						;
Unit		Buyer(s), whose parking space number is #;						
hereby	acknowledge(s),	understand(s)	and	agree(s)	to	the	"NO	PETS
ALLO	WED" policy.							
Residen	<u>t(s):</u>							
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Print Na	me	Signature			ate			
Print Na	me	Signature		<u>D</u>	ate			
<u>Imperia</u>	l Towers Condomin	ium Inc.						
Ву:								
Bv:								