

**VILLAGE OF HARWOOD HEIGHTS**  
**Proposed New and Converted Condominium Regulations**  
**Public Hearing Draft for**  
**Public Hearing on November 1, 2006**

**Background:**

The Village has a large number of older, smaller apartment buildings that are significantly trailing the single-family homes in terms of reinvestment. The low mortgage interest rates available over the last several years coupled with the boom in condominium development throughout the region has created a depressed rental market. As a result, many apartment building owners have deferred maintenance and upgrades because these investments can not be recaptured through current market rents.

With many of these buildings approaching 50 years of age or more, significant life safety and lifestyle upgrades are needed if these the buildings and units are to remain viable. One option to accelerate these upgrades is to provide for the conversion of some of these buildings into condominiums, something the Village Code currently does not adequately accommodate.

In addition to providing for building improvements, conversions would also increase the options for homeownership in the community as most converted units are expected to sell for less than new units and existing single-family homes. The number of non-traditional households is larger than ever before (two-parent households with children now account for less than 25% of all households). Smaller, more affordable condominium units are attractive to young buyers, empty-nesters and widow/widowers who cannot afford and have no interest in the upkeep of larger homes but have strong ties to Harwood Heights and wish to remain in the community.

The proposed regulations include an extensive list of required upgrades (see Section 17.24.070) prior to converting to a condominium. Further, all conversions would require approval of a Special Use permit by the Village Board, which automatically includes a public notice and a public hearing before the Plan Commission (see Proposed Condominium Conversion Process document). Clearly, not all existing apartment buildings are suitable for conversion, but several are and the proposed regulations provide building owners with an option for making significant improvements and the ability to recover that investment through the sale of the units.

The proposed Chapter 17.24 replaces the existing condominium chapter in it entirety. Much of the new regulations are based on the Chicago ordinance but include many, many more required building and unit upgrades than Chicago along with a much more extensive review process. In addition to providing standards for conversions, the proposed chapter also modifies and adds requirements for new condominium development.

## CHAPTER 17.24 CONDOMINIUMS

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### **17.24.010 Applicability.**

This chapter shall apply to all divisions of land or property into residential and commercial condominium units as set forth in the Illinois Condominium Property Act.

### **17.24.020 Definitions.**

The terms and words used shall have the definitions set forth in the Condominium Property Act of Illinois, with the exception or addition of the following:

"Blanket encumbrance" means a trust deed, mortgage, judgment or other lien on a condominium including any lien or other encumbrance arising as a result of the imposition of any tax assessment by a public authority.

"Board of managers" means the board of managers provided and referred to in the Illinois Condominium Property Act.

"Closing of the sale" means the operation transferring ownership of a condominium unit to the purchaser from the developer.

"Common elements" means all of the condominium except the condominium units.

"Common elements" also includes limited common elements.

"Condominium" means a form of property established pursuant to the Illinois Condominium Property Act.

"Condominium project" means the sale of or plan by a developer to sell or the offering for sale of residential condominium units in an existing building or building to be constructed or under construction.

"Condominium unit" or "unit" means a separate three-dimensional area within the condominium identified as such in the declaration and on the condominium plat and shall include all improvements contained within such area except those excluded in the declaration.

"Conversion", "convert", or like words means the offering for sale by a developer or his agent of a condominium unit occupied or rented for any purpose by any person before commencement of a condominium project which includes such unit.

"Declaration" means the declaration referred to in the Illinois Condominium Property Act.

"Developer" means any person who submits property legally or equitably owned by him to the provisions of the Illinois Condominium Property Act including any successor to such developer's entire interest in the property; or any person who offers units legally or equitably owned by him for sale in the ordinary course of his business. "Developer" does not include a corporation owning and operating a cooperative apartment building unless more than six units are to be sold to persons other than current stockholders of the corporation.

"Offering" means any indictment, solicitation, advertisement, publication or announcement by a developer to any person or the general public to encourage a person to purchase a condominium unit in a condominium or prospective condominium.

"Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

"Property report" means the property report required in accordance with Section 17.24.060 of this chapter.

"Prospective purchaser" means a person who visits the condominium project site for the purpose of inspection for possible purchase or who requests the property report.

**17.24.030 Common areas: maintenance and responsibilities.**

A. All condominium associations shall be responsible for all on-site traffic and parking control, snow removal, signing, sewers, water lines and lighting. In accordance with Illinois Condominium Property Act 605/18.4, the condominium association shall "provide for the operation, care, upkeep, maintenance, replacement and improvement of the common elements" and shall be responsible for the remedy of any code violations pertaining to the common areas.

B. The village shall have the right of easement to enter such common areas for the purpose of emergency for fire, police, and enforcement of its ordinances and the plat shall so provide. Such common area shall remain the property of the condominium, and the village shall not accept a dedication of these elements or the responsibility of

maintenance. The association shall maintain the area and adjoining public parkway in a clean condition, free of debris, leaves and trash.

C. Garbage and trash disposal containers shall be provided in a location screened from view in an area to avoid a minimum of noise and smell. Pickup shall be at least twice a week for all structures containing twelve (12) or more units.

**17.24.040 Subdivision plat of condominiums.**

A. Approval of a subdivision plat for any conversion into or construction of condominium units shall be required using the procedures set forth in subdivision regulation Title 16.

B. No condominium plat shall be recorded without the prior approval of the village, nor permits issued for the construction or conversion of the same without said approval. No plat of condominium shall be recorded without complying with the requirements of this Chapter.

C. In addition to the regulations in Title 16, all condominium developments shall provide a property report as described in Section 17.24.060.

D. All condominium conversions shall comply with the requirements specified in Section 17.24.070.

**17.24.050 Contents of property report.**

A property report is required for all condominium developments and shall contain the following:

A. A statement indicating name and address of:

1. The developer and legal and beneficial owner, if different, of the land and improvements, including all general partners of a partnership or principal executive officers and directors of a corporation;
2. Interim and permanent mortgages or construction lenders secured by a blanket encumbrance;
3. The principal sales and management agents, attorneys, accountants, architects, engineers and contractors for the project.

B. A description of all property and improvements including the following:

1. Map, plat, or architect's drawing showing location and dimensions of the condominium project and the land it occupies together with all improvements, including recreational facilities, proposed construction and present and planned location of streets and driveways;
2. The share of ownership of each unit in the common elements. The identity of owners of such condominium unit including the percentage of former renters who have purchased or contracted to purchase a condominium unit when the property is a conversion, if known. If such units are owned in trust or by nominees, the beneficiaries or principal shall be named, if known;
3. A description of all of the common elements in the project including a description of

all existing and proposed recreational facilities and other such facilities with the project. Limited common elements, if any, and their ownership shall also be indicated;

4. A description of the nature and ownership of all improvements occupying the same zoning lot but which are not part of the condominium;

5. Location, nature and ownership of easement streets and driveways on or contiguous to the condominium;

6. The identification of drawings, architectural plans and other suitable documents setting forth the necessary information for location, maintenance and repair of all condominium facilities and equipment, to the extent these documents exist, their location, and times at which they may be inspected;

7. Projected initiation and completion dates, for proposed construction, renovation and conversion;

8. A description of limitations upon uses permitted in individual condominium units as contained in the declaration, and bylaws of the condominium association and applicable zoning provisions. Such description shall state whether or under what conditions the condominium units may be rented together by the unit owner. Bylaws must require condominium owners to live in their unit for a least one year before renting the unit;

9. Statement as to whether a purchaser may purchase more than one unit and under what circumstances or conditions;

10. Statement of legal ownership, listing all restrictions, notices, lis pendens and encumbrances or record.

C. Method of timing of transfer of control of the condominium to the board of managers and the nature and extent of any interest retained by the developer thereafter.

D. A statement disclosing the existence of penalties if the construction, renovation, or conversion or completion date is not met and the additional costs to be imposed upon unit owners if such date is not met.

E. The nature and extent of any protection of a purchaser if the developer defaults on blanket encumbrances.

F. A statement of any litigation which would affect the condominium or the developer's ability to convey clear title.

G. A statement of the current taxes and estimated changes in the tax assessment of the condominium units which buyers may encounter during the first two (2) years.

H. Copies of the forms of sales documents applicable to the individual units, including but not limited to:

1. Basic purchase contract form being used by the developer;
2. Deeds of conveyance;
3. Deed of trust, mortgage and promissory note, if any.

I. Statement of sales prices, terms, options and conditions of sale of each unsold unit, including estimated closing and settlement costs and transfer taxes.

J. Statement of estimated monthly payments for each unit to be itemized as to taxes, utilities, operating costs, assessments, parking, recreational facilities and all other payments in the first year after the projected date of assumption of control by the board of managers.

K. If financed by the developer, the proposed financing of each unit, including percent of sales price required for down payment, duration of the loan interest rate, service charge, appraisal charge, closing charges, and total monthly payment.

L. A description of all appliances and personal property included with each unit;

M. Documentation

1. Copies of the following documents:

a. The declaration and plat. However, prior to the recordation of the declaration, a preliminary declaration and plat may be supplied, provided it is accompanied by a statement in type size and style equal to at least 10 point boldface type as follows:  
**THE DESCRIPTION OF UNITS AND PERCENTAGE OF OWNERSHIP INTEREST IN COMMON ELEMENTS HEREIN IS PRELIMINARY AND MAY BE CHANGED IN MATERIAL RESPECTS UPON THE RECORDING OF THE DECLARATION AND PLAT;**

b. The articles of incorporation or charter of the condominium association, if any;

c. The bylaws and regulations of the condominium association;

2. The description of the following documents:

a. Any leases of real or personal property in the condominium expiring later than two (2) years after the first unit is offered for sale;

b. Any management contract, employment contract, insurance policy, or other contract affecting the use, maintenance or access of all or parts of the condominium expiring later than two (2) years after the first unit is offered for sale;

c. The coverage and amounts of insurance policies applicable to the condominium, maintained by or on behalf of the developer.

d. Any warranties disclosing the terms and limitations thereof provided for all structural and other elements including but not limited to the: foundation; roof; flooring; plumbing, mechanical and electrical systems; fixtures and appliances; finishes; common areas; landscaping; and paving.

(1) If no warranty exists for any one or more of the elements, the following statement must be inserted in the property report in a type the size and style equal to at least 10 point bold type:

**THE DEVELOPER HAS NOT PROVIDED A WARRANTY FOR (HERE NAME ELEMENT).**

N. A statement of management and expected management costs of the condominium including:

1. Name of management agent, if any, and the services the agent will perform;

2. Length of term of any management contract, its costs, and the circumstances if any, under which the charges may be increased;

3. The conditions, if any, under which the contract may be cancelled or terminated;
4. A statement stating the relationship between the developer and the management firm and their respective corporate officers and controlling interests, if any.

O. An estimated operating budget, including the basis on which each item included in such operating budget was formulated for the condominium projected for a period of one (1) year from the expected date that control of the condominium project passes to the board of managers. The operating budget shall include at least the following:

1. Operating costs

- a. Utilities
- b. Heating fuels
- c. Janitorial services
- d. Trash and garbage disposal
- e. Ground and building maintenance
- f. Security
- g. Maintenance and operation of recreational and other facilities
- h. Building insurance
- i. Elevator maintenance
- j. Sidewalks and street maintenance
- k. Other operating costs;

2. Management costs

- a. Accounting and bookkeeping services
- b. Legal services
- c. Management fees

3. Reserve costs

- a. Reserve for improvements
- b. Reserve for unexpected repair work
- c. Reserve for replacement and upkeep of common areas and facilities
- d. Reserve for taxes and special assessments

e. If no reserve is provided for any one or more of the costs listed herein, the following statement must be inserted in the property report in a type the size and style equal to at least 10 point bold type:

**THE DEVELOPER HAS NOT PROVIDED A RESERVE FOR CERTAIN POSSIBLE FUTURE COSTS OF THE CONDOMINIUM IN HIS BUDGET. ACCORDINGLY, IT MAY BE NECESSARY TO PROVIDE FOR A SPECIAL ASSESSMENT TO ALL CONDOMINIUM UNIT OWNERS TO PAY FOR SUCH COSTS SHOULD THEY OCCUR.**

P. Provisions, if any, the developer has made to cover the proposed operations and maintenance budget in the event an insufficient number of units are sold.

Q. Common elements

1. A statement of whether, and under what circumstances, the unit owners are required to be a member of, support or participate financially in recreational facilities, such as but not limited to health clubs, exercise rooms, swimming pools, party rooms and golf putting greens. If any such facility is not part of the common elements, the following

warning shall be included in capital letters, in a type size and type equal to at least 10 point bold type:

**THE (HERE NAME FACILITIES) ARE NOT INCLUDED IN THE COMMON ELEMENTS. THESE FACILITIES ARE AVAILABLE TO UNIT OWNER FOR (HERE DESCRIBE MONTHLY CHARGE AND INITIATION FEE). UNIT OWNERS ARE/ARE NOT (AS APPLICABLE) REQUIRED TO PARTICIPATE FINANCIALLY;**

2. A description of the location, ownership, and availability to unit owners and the general public of accessory off-street parking associated with the condominium. If all of such parking facilities are not (a) part of the common elements or (b) divided as individual parking space among and designated as being part of the units, the following statement shall be included in a type and size and equal to at least 10 point bold type: **PARKING FACILITIES ASSOCIATED WITH THIS BUILDING ARE NOT OWNED BY THE UNIT OWNERS AND MAY BE SUBJECT TO BEING DENIED TO OR TAKEN FROM UNIT OWNERS.**

R. A statement, if there are any restrictions upon the free sale, transfer, conveyance, encumbrance or leasing of a unit.

**THE SALE, LEASE OR TRANSFER OF YOUR UNIT IS RESTRICTED OR CONTROLLED.**

Immediately following this statement, there shall appear a reference to the documents, articles, paragraphs, and pages in the property report where the restriction, limitation or control on the sale, lease or transfer of units is set forth or described in detail.

S. A statement on the first page the following statement in capital letters, in a type size and style equal to at least 10 point bold type:

**VILLAGE OF HARWOOD HEIGHTS LAW SPECIFICALLY PROHIBITS ANY REPRESENTATION TO THE EFFECT THAT THE VILLAGE HAS PASSED UPON THE MERITS OF OR GIVEN APPROVAL TO MAKE OR CAUSE TO BE MADE TO ANY PROSPECTIVE PURCHASER ANY REPRESENTATIONS WHICH DIFFER FROM THE STATEMENTS IN THIS PROPERTY REPORT. ORAL REPRESENTATION CANNOT BE RELIED UPON FOR CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER AND ARE NOT BINDING ON THE DEVELOPER. REFER TO THE PROPERTY REPORT FOR BINDING REPRESENTATION.**

T. The signature of the executive officer of the developer and statement affirming that the report and supplements, modifications and amendments are true, full, complete and correct.

U. The developer shall amend the property report from time to time when any material changes occur in any matter contained in such reports. Amendments shall be made as soon as practicable after such change occurs or the developer has reason to know of such change. Amendments shall be attached to reports subsequently distributed to prospective purchasers and shall be immediately distributed to the village zoning officer and to all persons who have purchased or agreed to purchase condominium units.

V. Not later than thirty (30) days prior to the recording of the declaration and the plat, the developer shall give notice of any material changes in said declaration and plat as described in the property report to each person who has executed a contract to purchase a unit.

**17.24.060 Condominium development standards for new construction.**

All newly constructed condominium developments shall follow the regulations set forth in the Illinois Condominium Property Act and, in addition, the following:

A. All condominiums shall comply with all applicable zoning regulations, including open space and parking requirements for the zoning district in which they are located.

B. All residential condominiums shall contain a minimum storage space of two hundred (200) cubic feet. All storage areas are to be located in areas other than the condominium unit.

C. A separate gas, electric and water meter and shut-off valve shall be provided for each unit. In a residential condominium, common gas and water meters may be provided for each building provided that the valving shall be arranged so that the gas and water service to each unit is accessible from outside the unit and can be shut off without shutting of any other unit's service. Each unit shall have a separate hot water heater, furnace, and if residential, air conditioning system.

D. All walls, ceilings and floors separating the units shall be soundproof and all residential units shall comply with the O'Hare Noise Compatibility Commission's O'Hare Residential Sound Insulation Program standards.

E. All residential condominium buildings with fifty (50) units or more shall provide an assembly or meeting area which shall include bathroom and kitchen facilities of not less than three hundred (300) square feet and an additional four and one-half (4.5) square feet for each unit over fifty (50).

F. All units shall be provided with washer and dryer hook-ups. In the absence of in-unit hookups, common laundry facilities located within the condominium building shall be provided with one (1) washer/dryer per five (5) units for buildings with less than fifty (50) units and one (1) washer/dryer per ten (10) units for buildings with more than fifty (50) units.

G. Efficiency units shall not exceed ten percent (10%) of the total number of units in the condominium development and the total number of efficiency and one-bedroom units combined shall not exceed twenty-five percent (25%) of the total number of units in the condominium development, unless the condominium development is specifically designed to serve residents that 55 years of age or older or residents with special needs and the development receives special use approval.

H. All permitted efficiency units in a residential condominium building shall have a minimum of three hundred (300) square feet, all permitted one-bedroom units shall have

a minimum of four hundred fifty (450) square feet, and all permitted two-bedroom units shall have a minimum of six hundred fifty (650) square feet.

**17.24.070 Condominium development requirements for conversions.**

A. A special use permit as outlined in Section 17.52.210 shall be required for all condominium conversions. No building or land previously granted a variation to any zoning, building or subdivision ordinance shall be converted into condominiums unless the current requirements of the applicable ordinance are met.

B. A property conditions report from a qualified licensed engineer or registered architect describing the condition and expected useful life of the roof, foundation, external and supporting walls, mechanical, electrical, plumbing, heating, and structural elements and all other common facilities, together with an estimate of repair and replacement costs, for those items needing repair or replacement, at current market prices. This report shall include the approximate dates of major repairs to such facilities. There shall be attached to such report:

1. A statement of the developer that no notice of violations of the building provisions of the village code pertaining to the condominium building have been received by the owner or his predecessors for ten (10) years preceding the property report and its latest amending; or
2. A list of all notices of violations of the building provisions of the village code received, together with a detailed statement of all violations referred to in such notices, for the prior ten (10) years; and
3. A statement of the developer demonstrating compliance with the condominium development standards as described in section 17.24.030 and the conversion requirements in paragraph C., below.

C. Condominium conversions must comply with all applicable building codes including/in addition to the following. In order to achieve compliance with these requirements, the village may require a reconfiguration of one or more of the existing units or common areas (e.g. change in the number of bedrooms floor area and/or location) and/or a reduction in the total number of units:

1. All condominium units shall have a separate electrical service with separate meters and disconnects.
2. All condominium units shall be served by a minimum of one hundred (100) Amp electric service with at least one (1) or more grounded electrical outlet per wall for common areas.
3. All condominium units shall have a maximum spacing of twelve (12) feet between electrical outlets and comply with the current electrical code.
4. All condominium units shall have hardwired emergency egress lighting with battery back-up that meets the current building code.
5. All condominium units shall have hardwired smoke detectors with battery back-up in all bedrooms and within fifteen (15) feet of all sleeping areas and be installed in accordance with the manufacturer's specifications..
6. If the residential building or structure contains a fossil fuel powered appliance, wood powered appliance or fireplace which is within the interior of the building or structure,

then all condominium units shall have no less than one approved hardwired carbon monoxide detector with battery back-up within fifteen (15) feet of all sleeping areas and be installed in accordance with the manufacturer's specifications.

7. If over ten (10) years old, every condominium unit shall be provided with individual systems for heat, electricity, hot water and air conditioning.

8. All plumbing fixtures shall be in good working order including water shut offs at all water sources. Valving shall be arranged so that the water service to each unit is accessible from outside the unit and can be shut off without shutting of any other unit's service. If the plumbing system is over thirty (30) years old, new risers and horizontals shall be provided unless the existing fixtures are copper.

9. All buildings shall provide a minimum water pressure of 20 psi at the top of the riser.

10. All tub and shower controls shall be anti-scold, pressure balanced fixtures.

11. Tub surrounds shall be water-tight and free of mold and mildew.

12. If over ten (10) years old, all kitchen appliances provided shall be replaced with new appliances.

13. All surfaces including ceilings, walls, floors, counter tops, and cabinetry shall be in new or like new condition.

14. Exterior lighting at all building entries and exists shall meet current building code requirements.

15. All windows shall be thermal pane and shall meet current building code requirements.

16. Tempered or safety glass doors and windows shall meet current building code requirements.

17. A minimum storage space of one hundred twenty eight (128) cubic feet must be provided and located in an area other than the condominium unit.

18. A minimum of one parking space per unit or the existing availing parking must be provided, whichever is greater.

19. All residential condominium buildings with fifty (50) units or more shall provide an assembly or meeting area which shall include bathroom and kitchen facilities of not less than three hundred (300) square feet and an additional four and one-half (4.5) square feet for each unit over fifty (50).

20. All units shall be provided with washer and dryer hook-ups. In the absence of in-unit hookups, common laundry facilities located within the condominium building shall be provided with one (1) washer/dryer per five (5) units for buildings with less than fifty (50) units and one (1) washer/dryer per ten (10) units for buildings with more than fifty (50) units.

21. For all residential condominium buildings with more than sixteen (16) units, efficiency units shall not exceed ten percent (10%) of the total number of units in the condominium development and the total number of efficiency and one-bedroom units combined shall not exceed twenty-five percent (25%) of the total number of units in the condominium development, unless the condominium development is specifically designed to serve residents that 55 years of age or older or residents with special needs.

22. All permitted efficiency units in a residential condominium building shall have a minimum of three hundred (300) square feet, all permitted one-bedroom units shall have a minimum of four hundred fifty (450) square feet, and all permitted two-bedroom units shall have a minimum of six hundred fifty (650) square feet.

23. All other standards applicable to the zoning district in which the property is located.

D. As part of their consideration of a special use permit, the plan commission or village board may waive or reduce the above condominium conversion requirements upon a finding that the applicant has demonstrated that:

1. The requirements pose an undue economic hardship, are financially infeasible, and/or are impractical. Such a claim of hardship or infeasibility shall be supported with detailed cost estimates for each requirement to be modified or waived, total improvement costs, revenue projections and such other supporting documentation and materials as the plan commission or village board may require as necessary to make such a finding;

2. The proposed conversion will not be detrimental to the public health, safety and general welfare of the occupants of the building or surrounding properties, and the use is consistent with the purpose and intent of this title and the specific zoning district in which it will be located;

3. The proposed conversion is compatible in intensity, characteristics and appearance with existing land uses in the immediate vicinity. Factors in determining compatibility include, but are not limited to location, noise, odor, light, dust control, and hours of operation;

4. The proposed conversion will improve the quality and condition of the building and the dwelling units within it to a far greater extent than if the conversion were not made;

5. The proposed conversion expands the range of housing types in the village by providing additional opportunities for home ownership at a location, price point or type of unit that is in demand and undersupplied; and

6. The conversion complies with all other criteria for a special use permit contained in Section 17.52.220.C, provided that buildings that are nonconforming in terms of the number of units in a buildings or on a lot, bulk standards (e.g. setbacks, building height, lot coverage, etc.), and/or site improvements (landscaping, screening, etc.), may be deemed to comply with the standards of zoning district provided the plan commission and village board find that the nonconforming elements were legally established and comply with all other criteria set forth in this subsection D.

E. Notice to tenants of intent to declare submission of property for consideration to convert into a condominium development is required as follows:

1. No less than one-hundred twenty (120) prior to recording the declaration to the provisions of the Illinois Condominium Property Act, a developer shall give notice of such intent to record to all persons who are tenants of the building on the property on the date the notice is given.

2. Any person who was a tenant as of the date of the notice of intent and whose tenancy expires other than for cause prior to the expiration of one-hundred twenty (120) days from the date on which a copy of the notice of intent was received by the tenant shall have a right to an additional tenancy on the same terms and conditions and for the same rental unit until the expiration of such 120 day period by the giving of written notice thereof to the developer within thirty (30) days of the date upon which a copy of the notice of intent was received by the tenant; provided, that in the case of any tenant who is over sixty-five (65) years of age, or who is deaf or blind or who is unable to walk without assistance, said tenant shall have the right to an additional tenancy on the same terms and

conditions and for the same rental for one-hundred eight (180) days following receipt of said notice of intent to record by giving notice as aforesaid.

3. During the period of one-hundred twenty (120) days following receipt of the notice of intent, and during a period of one-hundred eighty (180) days following receipt of notice of intent in the case of any person who is over sixty-five (65) years of age, or who is deaf or blind or who is unable to walk without assistance, any person who was both a tenant on the date of notice of intent and a current tenant shall have the right of first refusal to purchase his unit. The tenant must exercise the right of first refusal, if at all, by giving notice thereof to the developer prior to the expiration of thirty (30) days from the giving of notice by the developer to the tenant that a contract to purchase the unit has been executed. Each contract for sale of a unit shall conspicuously disclose the existence of, and shall be subject to, such right of first refusal. The statement in the deed conveying the unit to a purchaser to the effect that the tenant of the unit waived or failed to exercise the right of first refusal or had no right of first refusal with respect to the unit shall extinguish any legal or equitable right or interest to the possession or acquisition of the unit which the tenant may have or claim with respect to the unit arising out of the right of first refusal provided for in this section. The forgoing provisions shall not affect any claim which the tenant may have against the developer for damages arising out of the right of first refusal provided in this section.

4. The above notwithstanding, the developer may require the tenant to vacate the unit the tenant wishes to purchase while all repairs and upgrades noted in the property conditions report and/or those required by the village are undertaken. In the event such a vacation is required, the developer shall indicate the maximum time period of such required vacancy between the notice required by this subsection, provided that in no case shall such vacancy exceed a period of one (1) year. During the period of the required vacancy, the developer shall be under no obligation to find temporary housing for tenant/purchasers.

5. No occupied unit shall be shown to any purchaser or prospective purchaser for thirty (30) days after notice of intent to record, as provided herein, is given.

6. Any notice provided for in this section shall be given by a written notice delivered in person or mailed, certified or registered mail, return receipt requested, to the party who is being given the notice.

#### **17.24.080 Certificates of occupancy/inspection.**

A. Once a certificate of occupancy has been issued, no new certificate of occupancy need be secured for the resale of any unit for which a certificate of occupancy has been previously issued, or to the sale or resale of any unit which was originally designed and sold under the Illinois Condominium Property Act if a certificate of occupancy has been issued with respect thereto, unless one is requested by an owner or the village.

B. No unit in any condominium may be sold or transferred after the effective date of this title unless a certificate of inspection has been issued by the building commissioner stating that the condominium unit complies with the conversion element provisions of this title. For that purpose, the applicant shall submit as-built drawings of the building and site development certified by a registered architect.

C. No certificate of occupancy or inspection shall be issued, no sale of a unit shall be made, and no condominium plat approved where the requirements of any ordinance of the village concerning any zoning, building, or subdivision provisions are currently not being complied with by the building located on the property and by the common area.

D. The fees for inspection shall be paid by the applicant or the owner association or owner if the village is compelled to inspect to insure compliance with this title.

**17.24.090 Requirements for developer of more than six units.**

A. Not later than the offering for sale of the first unit, a developer of a condominium of more than six units must:

1. Have a property report available for distribution to each prospective purchaser and for examination by the village zoning officer. A developer may make a charge, not to exceed \$5.00 for each report so distributed;

2. Make available for inspection by prospective purchasers copies of all documents that were filed or required to be filed in connection with the condominium project with the recorder of deeds of Cook County;

3. Keep a receipt signed by each purchaser acknowledging that the person entering a contract to purchase has received and has had an opportunity to review the property report. Such receipts are to be kept on file in the possession of the developer for a period of three (3) years from the date of signature of the purchaser and such receipts are subject to the inspection of the zoning officer at any reasonable time.

B. The board of managers shall keep a copy of the latest property report for seven (7) years following the date of the property report's initial distribution. Upon reasonable notice the property report shall be made available for inspection by any prospective purchaser of a unit from a unit owner.

**17.24.100 Misrepresentation or omission.**

A. No person shall with the intent that a prospective purchaser rely on such act or omission, advertise, sell or offer for sale any condominium unit by:

1. Employing any statement or pictorial representation which is false; or
2. Omitting any material statement or pictorial representation.

**17.24.110 Discrimination.**

A. Under Illinois law, no person shall be denied the right to purchase or lease a unit on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical, mental or perceived handicap, familial status or unfavorable discharge from military service.

B. Cook County further prohibits discrimination in the right to purchase or lease a unit on the basis of disability, sexual orientation, parental status, source of income and housing status.

**17.24.120 Participation in recreational facilities not owned in fee by unit owners.**

A. The developer may not require, nor, except as established by the board of managers

following assumption of control by unit purchasers, may the condominium bylaws require that a unit owner be a member of or participate in recreational or similar facilities which are not owned in fee by the unit owners or by an association in which they are members, individually or through the board of managers.

**17.24.130 Examination of records by unit owners.**

A. No person shall fail to allow unit owners to inspect the financial books and records of the condominium association within three business days of the time written request for examination of the records is received.

**17.24.140 Rights, obligations and remedies.**

A. The rights, obligations and remedies set forth in this chapter shall be cumulative and in addition to any others available at law or in equity. The village or any prospective purchaser, purchaser or owner of a unit may seek compliance of any provision of this chapter.