

## Title 5 – Housing Regulations

### CHAPTER 4

#### RESIDENTIAL CONDOMINIUM REGULATIONS

5-4-1: **GENERAL PROVISIONS AND DEFINITIONS:**

5-4-1-1: **SHORT TITLE:** This Chapter shall be known and may be cited as the EVANSTON RESIDENTIAL CONDOMINIUM ORDINANCE. (Ord 12-0-79)

5-4-1-2: **PURPOSE, DECLARATION OF POLICY:** It is the purpose of this Chapter and the policy of the City to establish standards for all multiple-family dwelling condominiums within the City in order to protect the purchasers of condominium units and the residents of rental units designated for conversion and to encourage the maintenance and improvement of the quality of housing. (Ord. 12-0-79)

5-4-1-3: **CONSTRUCTION OF CHAPTER:** This Chapter shall be liberally construed and applied to promote its purposes and policies. (Ord 12-0-79)

5-4-1-4: **SEVERABILITY:** If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or application of this Chapter which can be given effect without the invalid provision or application. (Ord 12-0-79)

5-4-1-5: **APPLICABILITY OF PROVISIONS:** This Chapter applies to all multiple-family dwellings located within the City which are to be developed as new or conversion condominiums except for group, row or townhouses not electing to convert to condominiums and not specifically covered by the State of Illinois Condominium Property Act. Section [5-4-1-6](#) of Section [5-4-1](#) of this Chapter; Sections [5-4-3-5](#) and [5-4-3-6](#) of Section [5-4-3](#) of this Chapter; and [5-4-6-1](#), [5-4-6-2\(B\)](#) and [5-4-6-3](#) of Section [5-4-6](#) of this Chapter alone shall apply to resale of their units by individual unit owners even if such units were created prior to adoption of these provisions. Declarants who issued a notice of intent prior to August 19, 1978, and who cannot reasonably comply with the notice provisions of Sections [5-4-2-1](#), [5-4-4-1](#) and [5-4-4-2](#) of this Chapter may apply to the City Council for consideration of a hardship waiver of these provisions. (Ord. 48-0-80)

5-4-1-6: **ADMINISTRATION:**

- (A) The City Manager, or his designee, shall administer this Chapter and may promulgate regulations to carry out its enforcement with the review of the City Council. An application fee of one hundred fifty dollars (\$150.00) per unit shall be charged for new or conversion condominiums. This is in addition to other applicable fees. Said fee does not apply to the resale of individual units by any owners.
- (B) The City Manager, or his designee, shall submit an annual report to the City Council which provides comprehensive data and other documentation on the development of new and conversion condominiums. (Ord. 129-0-96)

5-4-1-7: **DEFINITIONS:**

**BOARD OF MANAGERS:** The body designated to act on behalf of the Unit Owners' Association.

**COMMON ELEMENTS:** All portions of the property except the units.

**COMMON EXPENSES:** The proposed or actual expenses affecting the property, including reserves, if any, lawfully assessed by the Board of Managers of the Unit Owners' Association.

CONDOMINIUM:	Property which is subject to the Illinois Condominium Property Act <a href="#">114</a> and to this Chapter, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions.
CONDOMINIUM CONVERSION:	A condominium containing units which were wholly or partially occupied before the recording of the declaration.
CONDOMINIUM INSTRUMENTS:	All documents and authorized amendments, including but not limited to the declaration, bylaws, plats and condominium disclosure statements which are required to be filed pursuant to the provisions of this Chapter.
DECLARANT:	Any person who plans to execute or has executed the declaration or on whose behalf the declaration is executed.
DECLARATION:	The instrument by which property is submitted to the provisions of the Illinois Condominium Property Act <a href="#">115</a> and this Chapter, as hereinafter provided, and such declaration as from time to time is amended.
FILING:	The complete submission of all documents required by Section <a href="#">5-4-2-3</a> with a stamped date of filing contained thereon. (Ord. 12-0-79)
MULTIPLE FAMILY DWELLING:	A building containing three (3) or more dwelling units, except for group, row or townhouses. (Ord. 48-0-80)
OFFERING:	Any advertisement, publication, announcement, solicitation or inducement, either written or verbal, by a declarant to promote the purchase of a condominium unit or prospective condominium unit.
PERSON:	A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
PROPERTY:	All the land, property and space comprising the parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners, submitted to the provisions of this Chapter.
UNIT:	A part of the property including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use, and having lawful access to a public way.
UNIT OWNERS' ASSOCIATION:	The association of all of the unit owners, acting pursuant to by-laws through its duly elected Board of Managers.
REGULATIONS:	Those regulations promulgated by the City Manager, with review of the City Council.

Where not otherwise defined, terms used in this Chapter shall follow the definitions of the State Condominium Property Act.

5-4-2                   **CREATION OF A CONDOMINIUM:**

5-4-2-1:               **NOTICE OF INTENT TO TENANTS:** Prior to formal filing and concurrently with its delivery to tenants, the declarant shall deliver to the City a copy of the notice of intent to convert and an affidavit providing a list of the tenants to whom said notice was supplied and the date or dates of delivery or attempted delivery. A copy of this Chapter shall be attached to all such notices. Said notices shall contain the information required by the City as set forth in regulations promulgated hereunder.

5-4-2-2:               **CONDOMINIUM CODE ASSESSMENT REPORT:** Within sixty (60) days after the notice of intent has been sent to tenants and to the City, pursuant to Section [5-4-2-1](#), and upon payment of the application fee set forth in Section [5-4-1-6](#), a Condominium Code Assessment Report shall be prepared by the City listing violations of all applicable codes existing as of that date.

5-4-2-3:               **FILING AND RECEIPT OF CONDOMINIUM INSTRUMENTS:**

(A)           Prior to recording a declaration with the Cook County Recorder of Deeds or Registrar of Torrens Titles, the declarant must file with the City:

1. The condominium instruments, including the declaration, by-laws, plats and condominium disclosure statement.

2. A report prepared by an independent, licensed architect or engineer describing the items specified in Section [5-4-3-1\(B\)7](#).

3. A copy of the affidavit referred to in Section [5-4-2-1](#).

(B)           The City shall inform the declarant in writing as to whether all documents required for filing by this Chapter have been submitted, said information to be provided no later than twenty one (21) days after offering of said documents by the declarant. The filing date shall be that date, as stamped on the documents submitted, when all required documents are in the possession of the City. Documents required to be filed under this Section shall be filed with the City Manager or his designee.

(C)           Upon receipt of the documents specified in subsection (A) for filing, the City Manager, or his designee, shall add the following signed statement to the first page of the declaration:

*"The City of Evanston has received all the condominium instruments and other required documents for filing as of this date. Such receipt does not constitute approval by the City of the content, nor verification of the facts and statements contained therein."*

A condominium can be created in the City only if that statement with the required signature is on the declaration at the time that the declaration is recorded with the Cook County Recorder of Deeds or Registrar of Torrens Titles.

(D)           Where a declarant has filed with the City a notice of intent or other condominium instrument for a building that the City has determined or subsequently determines in its Condominium Code Assessment Report not to be in compliance with all applicable building, zoning and housing codes, the declarant shall also file:

1. A verified statement showing the estimated cost and time of completion of the work necessary to correct each code violation on said report and source of said estimate.

2. Satisfactory evidence of sufficient funds to cover all of the costs in subsection [5-4-2-3\(D\)1](#) above without the use of any purchasers' funds.

- (E) In addition to the requirements of this Section, the declarant must file with the City an exact copy of all condominium instruments recorded with the Cook County Recorder of Deeds or Registrar of Torrens Titles within ten (10) days after recording.

5-4-2-4: **CONTENTS OF DECLARATION:** The declaration for a condominium must contain:

- (A) The name of the condominium, which must include the word "condominium" or be followed by the words "condominium".
- (B) The provisions required by the Illinois Condominium Property Act.
- (C) An allocation to each unit of a portion of the votes in the Association and a percentage of the common expenses of the Association, both of which shall be in the same ratio as the percentage of ownership in the common elements of the condominium.

5-4-2-5: **CONVEYANCE WITH UNCOMPLETE ITEMS; SECURITY:**

- (A) Title to any sold unit shall not be conveyed before correction of all code violations within that unit except that non-life safety items that could not, because of weather conditions, be completed or corrected at the time conveyance is scheduled may be covered by a unit escrow to be set up at or prior to closing for the benefit of the individual unit purchaser and covering the estimated cost of correction of those items. There shall also be an escrow set up at or prior to closing for contracted for but not completed non-code improvements within the unit. This may, but need not be, the same "unit escrows" as that covering code violations.
- (B) An escrow account or other satisfactory security shall be established prior to conveyance of title to the first unit, which escrow or other security shall be for the benefit of the Unit Owners' Association, shall be utilized for and be in an amount necessary to correct the code violations in the common areas and the contracted-for but uncompleted non-code improvements of the common areas. Said "common area escrow" or other security shall have been established prior to conveyance of the first unit.
- (C) When the declarant has demonstrated, pursuant to regulations, that the above sections have been satisfied, the City Manager or his designee shall cause to be issued a certificate of approval to convey title to purchasers. The City shall, within fifteen (15) days of a request for this certificate, provide either the certificate or a list of outstanding violations.

5-4-3: **PROTECTION OF PURCHASERS:**

5-4-3-1: **CONDOMINIUM DISCLOSURE STATEMENT:**

- (A) The declarant must provide the condominium disclosure statement filed with the City to all existing tenants in a conversion condominium. A copy of the condominium disclosure statement must be available for public inspection in the sales office of the declarant.
- (B) The condominium disclosure statement shall disclose fully and accurately the characteristics of the condominium and the units therein and all unusual and material circumstances and features affecting the condominium.

It shall include the following:

1. The name and principal address of the declarant and the condominium.
2. A general description of the condominium, including the number and types of units, the asking price of each type of unit, any restrictions on use and occupancy of the units, floor plans, the arrangements for off-street parking, and the proportion of units that the declarant intends to rent or to market to investors.
3. Copies of the declaration, the by-laws, the rules and regulations, and any contracts and leases to be signed by purchasers at closing, with a brief narrative description of each document.
4. A projected budget for the Association for one year after the date of the first conveyance to a purchaser and two (2) additional one year projected budgets, a statement of who prepared each of the budgets, and a statement of the budget's assumptions concerning occupancy and inflation factors. The budget must include:

a. Operating Costs:

- Utilities
- Heating fuels
- Janitorial services
- Trash and garbage disposal
- Ground and building maintenance
- Security
- Maintenance and operation of recreational and other facilities
- Building insurance
- Elevator maintenance
- Sidewalks and street maintenance
- Other operating costs

b. Management Costs:

- Accounting and bookkeeping services
- Legal services
- Management fees

c. Reserve Costs:

- Reserve for improvements
- Reserve for unexpected repair work
- Reserve for replacement and upkeep of common area and facilities
- Reserve for taxes and special assessments

5. A description of the proposed improvements to the units or the common elements, in addition to those required under Section [5-4-2-5](#), which have not been completed by the date on which the condominium instruments are filed with the City. The description of each improvement shall specify the type and quality of materials to be used, the estimated cost, and the time by which the improvement shall be completed.
6. For a conversion condominium, information available on the actual expenditures made for all repairs, maintenance, operation or upkeep of the subject property within the last three (3) years set forth tabularly with the proposed budget of the condominium. If the property has not been in existence for a period of three (3) years, the information shall be provided for the maximum period the property has been occupied.
7. A statement of the declarant, based on a report prepared by an independent, licensed architect or engineer, providing notification that the report is on file with the City and describing the present

condition of all structural components and major mechanical systems, and also including the approximate dates of construction, installation, and major repairs, the expected useful life of each such item, and, for major mechanical systems, the estimated cost (in current dollars) of replacing each of the same.

8. A list of any uncured violations of the applicable building and housing codes or any other applicable codes, which are specified in the Condominium Code Assessment Report prepared by the City.

9. A copy of any management contract, recreational lease or other contract or lease affecting the condominium with a brief narrative description of each document and an indication of the relationship, if any, between the declarant and the managing agent or firm.

10. The terms of any warranties provided by the declarant, including the warranties required by Section [5-4-3-4](#) of this Chapter.

11. Any initial or special fee due from the purchaser at closing with a description of the purpose and method of calculating the fee.

12. Any current or expected fee to be paid by unit owners for the use of the common elements and other facilities related to the condominium.

13. A description of any liens, title defects or encumbrances affecting the title to the condominium as of the date of preparation of the condominium disclosure statement.

14. A description of any financing offered by the declarant.

15. A description of the insurance coverage to be provided for the benefit of the unit owners.

16. A statement that within thirty (30) days after receipt of a condominium disclosure statement and all amendments thereto, a purchaser may cancel a contract for purchase of a unit in accordance with the conditions specified in Section [5-4-3-2](#).

17. A statement that any deposit made in connection with the purchase of a unit will be held in an escrow account until closing and will be returned to the purchaser if the contract is cancelled pursuant to Section [5-4-3-2](#).

18. The status of any pending litigation which would directly affect the subject condominium and/or the declarant's ability to convey clear title.

- (C) The condominium disclosure statement will not be distributed or used for any promotional purposes before filing of the condominium instruments with the City and afterwards shall be used only in its entirety.
- (D) The City may require the declarant to amend the proposed condominium disclosure statement in order to assure full compliance with the provisions of this Chapter. No material change in the development of the condominium instruments may be made after filing without notifying the City and making appropriate amendments to the condominium disclosure statement.
- (E) Prior to distribution, the following paragraph must be conspicuously displayed on the first page of each copy of the condominium disclosure statement:

*"THE CITY OF EVANSTON HAS RECEIVED THE CONDOMINIUM INSTRUMENTS, INCLUDING THIS CONDOMINIUM DISCLOSURE STATEMENT, FOR FILING ON. THE CITY HAS REVIEWED THE CONDOMINIUM DISCLOSURE STATEMENT ONLY FOR*

*COMPLIANCE WITH THE RESIDENTIAL CONDOMINIUM ORDINANCE AND ASSUMES NO LIABILITY FOR THE PROJECT OR THE DECLARANT'S ACTIONS FOR FAILURES TO ACT."*

5-4-3-2:

**PURCHASER'S RIGHT TO CANCEL:**

- (A) Unless delivery of a condominium disclosure statement is not required under Section [5-4-3-5](#), a declarant shall provide a purchaser of a unit with a copy of the condominium disclosure statement and all amendments thereto before entering into a contract of sale. Unless a purchaser is given the condominium disclosures statement more than thirty (30) days before executing a contract for the purchase of a unit, the purchaser may cancel the contract within thirty (30) days after first receiving the condominium disclosure statement. The notice of cancellation by the purchaser must be in writing.
- (B) Cancellation pursuant to subsection (A) is without penalty. All payments which were made by the purchaser before cancellation, including interest where applicable, shall be refunded by the declarant within ten (10) days after receiving notice of cancellation.

5-4-3-3:

**ESCROW OF DEPOSITS:**

- (A) Any deposit made in connection with the purchase or reservation of a unit shall be placed in escrow and held in an account designed solely for that purpose by an institution whose accounts are insured by a government agency until 1) delivered to the declarant at closing; 2) delivered to the declarant because of purchaser's default under a contract to purchase the unit; or 3) refunded to the purchaser.
- (B) If the deposit is placed in an interest-bearing account, the interest shall be paid to the purchaser.
- (C) Such escrow funds shall not be subject to attachment by the creditors of either the purchaser or the declarant. (Ord. 12-0-79)

5-4-3-4:

**WARRANTIES:**

- (A) All sales contracts for the first-time sale of any condominium unit covered under this Chapter shall contain the following express warranties by the declarant:
  - 1. Common Elements and Systems: "Common elements and systems" shall refer to the roof, foundation, external and supporting walls and other structural elements, the electrical, plumbing, heating, air conditioning and other mechanical systems, and all other common facilities, including but not limited to private sidewalks, recreational areas and common open space (but excluding decorating and carpeting). The declarant shall warrant the materials, workmanship, operation, construction or condition of all such items or elements for either four (4) years from the date of transfer of title of the first unit so transferred, or two (2) years from the date of transfer of the unit, which brings the total number of units transferred to sixty percent (60%) or more of the total units, whichever occurs first. The declarant shall provide his own warranty, whether or not any manufacturer's warrant currently exists.
  - 2. Individual Unit Mechanical Equipment: "Individual unit mechanical equipment" shall refer to all appliances, and other mechanical equipment including heating, electrical and plumbing systems physically located within the individual owned units. The declarant shall warrant the materials, workmanship, operation, construction or condition of said items for one year from the date of title transfer of that individual unit.
  - 3. Warrant Exclusions: The following are exempted from all of the above warranties provided the work was done in accordance with existing applicable codes:

a. Damage caused by acts of unauthorized third parties, including vandalism, negligence, improper maintenance or improper operation by anyone other than the declarant or his employees, agents or subcontractors.

b. Acts of God and accidents, including but not limited to fire, explosion, smoke, water escape, windstorm, hail, lightning, flood and earthquake.

c. Normal wear and tear and normal deterioration.

d. Ordinary maintenance and repairs. (Ord. 29-0-84)

- (B) The declarant shall have the option to repair or replace warranted systems or elements, or to pay the cash value of such repair or replacement, except that where he/she fails upon notice and reasonable time as set forth below to repair, replace or pay for said item or system, or to state in writing why they do not fall within the warranty, the Unit Owners' Association, or the unit owners, may decide whether to repair or replace the items. The declarant shall not be required to honor his/her own warranty unless or until the unit owner or Association, as the case may be, shall have first sought to enforce existing manufacturer's warranties. (Ord. 12-0-79)
- (C) Following the timely notification by a unit owner or the Unit Owner's Association, the declarant shall, during the period of the warranty, make any required repairs or replacements. If the declarant fails to comply with the warranty provisions, the Unit Owners' Association in the case of common elements and the unit owner in the case of unit items may notify the declarant in writing of their intention to correct or repair the condition at the declarant's expense. If the declarant fails to comply within fourteen (14) days after being so notified or as promptly as conditions require in case of emergency, the Unit Owners' Association or the unit owner, as the case requires, may have the work done and the Association for itself or jointly with and on behalf of the unit owner shall have recourse to the escrow or other security provided pursuant to Section [5-4-3-4\(E\)](#). (Ord. 36-0-80)
- (D) In order to cause said warranty to be honored, the Unit Owners' Association or the unit owner, as the case may be, shall give timely notice of any defect or failure of operation to the declarant or his successor, all such notices to be during the period of warranty. (Ord. 12-0-79)
- (E) To assure compliance with the warranties set forth in this Section, the declarant shall set up escrows or other appropriate security acceptable to the City pursuant to the regulations promulgated under this Section, which shall provide for said escrows or other security to revert to sole control of the declarant at the expiration of the different warranty periods unless outstanding claims exist against them. Escrows or other appropriate security shall be in an amount constituting the total of one percent (1%) of the sales price of each unit sold and shall be a combined joint fund available for both common element warranty work or unit warranty work and shall be irrevocable until the expiration of the common element warranty period or unit warranty period, whichever occurs later. (Ord. 36-0-80)

5-4-3-5:

**RESALE OF UNITS:**

- (A) A unit owner other than a declarant offering for sale his own unit, shall provide to the purchaser concurrently with execution of any contract for sale, a copy of the declaration, bylaws and rules and regulations of the Association, and the items as described below:

1. A statement setting forth:

- a. The amount of the monthly common expense assessment;

b. Any unpaid common expense or special assessment currently due and payable from the selling unit owner;

c. The information on the total actual expenditures, by category, made for all repairs, maintenance, operation or upkeep of the common areas of the building in which the unit is located within the last three (3) years as found in the regular books of the Association. If the property has not been occupied as a condominium for a period of three (3) years, the information, if available, shall be provided for such lesser time as the property has been so occupied.

2. A statement of any other fees payable by the unit owners.

3. A statement of any future capital expenditures approved by the Association or the Board of Directors.

4. A statement of the amount of the reserves for capital expenditures and of any portions of those reserves designated by the Association for specified projects.

5. The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association.

6. The current operating budget of the Association.

7. A statement of any judgments against the Association, and the status of any pending suits to which the Association is a party, of which it has knowledge.

8. A statement describing any insurance coverage provided for the benefit of unit owners.

9. A statement of whether the board of managers has received written notice from any Federal, State or local government of any violations of any applicable codes with respect to the unit or of the condominium common elements. (Ord. 103-0-89)

- (B) The Association, within ten (10) days after a written request by a unit owner, shall make a good faith effort to furnish accurate information necessary to enable the unit owner to comply with this Section. A unit owner delivering a statement of such information is not liable to the purchaser for any erroneous information from the Association, provided that the errors are unknown to the owner.
- (C) A unit owner is not liable to a purchaser for the failure or delay of the Association to provide such information in a timely manner. Inability to obtain any of the information shall be set forth in the sworn statement of the unit owner. The purchaser shall have five (5) days from receipt of such affidavit to void said contract for said failure to provide data.
- (D) Immediately upon execution by both parties of a sales contract, the seller shall provide to his condominium board the name and address of the purchaser and the board shall from that time on send duplicates of all notices sent to seller to the purchaser.
- (E) If any special assessment is voted for a capital improvement between the provision of the statement of information described in subsection [5-4-3-5\(A\)](#) of this Section and the closing of the sale of the unit, and this assessment exceeds five percent (5%) of the contract sale price, said assessment shall be grounds for rescission of the contract by the purchaser. Said rescission shall be by a writing delivered to seller not more than five (5) calendar days following receipt by the purchaser of the notice of the special assessment. Where, however, the seller notifies purchaser that seller shall assume the special assessment obligation, the purchaser may not utilize this rescission provision.

- (F) This Section shall be attached to, incorporated into, and made part of the bylaws of all condominiums hereinafter created and shall apply to all resale contracts entered into subsequent to the effective date hereof. (Ord. 103-0-80)

5-4-3-6: **EQUAL OPPORTUNITY:** No person shall be denied the right to purchase or lease a condominium unit because of race, color, religion, sex, age, marital status, presence or age of children, national origin, or “sexual orientation” (as defined in Section 5-5-6 of this Code). (Ord 61-0-97)

5-4-4: **PROTECTION OF TENANTS:**

5-4-4-1: **NOTICE REQUIREMENTS:**

- (A) A declarant of a conversion condominium shall give each of the tenants in possession of units subject to this Chapter notice of intent to convert no less than two hundred ten (210) days prior to requiring the tenants to vacate, at least one hundred twenty (120) days of which must elapse before the recording of the condominium instruments with the Cook County Recorder of Deeds or Registrar of Torrens Titles. The notice shall be concurrently filed with the City as provided in Section [5-4-2-1](#) of this Chapter.
- (B) The notice of intent must set forth the rights of tenants under this Chapter and must include Section [5-4-4](#) of this Chapter as an attachment. Such notice shall be hand delivered or sent by certified mail.
- (C) No tenant may be required by the declarant to vacate upon less than two hundred ten (210) days' notice, except by reason of nonpayment of rent, conduct that disturbs other tenants' peaceful enjoyment of the premises or other substantial violations of the terms of the rental agreement. The terms of tenancy may not be altered during that period.
- (D) Nothing in this Section permits termination of a lease by a declarant in violation of its terms.
- (E) Any tenant under a lease entered into subsequent to the effective date of this Chapter, who receives a notice of intent to convert shall at any time after receipt of the notice have the right to terminate the lease with sixty (60) days' written notice to the landlord, which sixty (60) days shall start to run from the date that the next rental payment is due. Such termination shall be without penalty or other termination charge to the tenant. By delivering the notice of termination to the landlord, the tenant waives the right to purchase the unit under Section [5-4-4-2](#) of this Chapter.
- (F) Where an existing tenant's lease has expired and not been renewed, at the landlord's behest, and within ninety (90) days of the last effective day of said lease, a notice of intent to convert has been served on any tenant in that building, the most recent tenant whose lease had expired shall have the rights of purchase and of relocation as if he were still a tenant of that unit. This Section does not apply to termination of leases for violations of their terms or default by the tenant.
- (G) Those tenants under a lease entered into subsequent to the effective date of this Chapter who, within thirty (30) days of signing of a lease whether or not they have moved into the unit, receive notice of intent to convert, shall have fifteen (15) days from receipt of that notice to serve an immediate fifteen (15) day notice of their intent to vacate or not to honor said lease. There shall be no penalties assessed against tenants who void their lease pursuant to this Section. Failure of said tenant to utilize this fifteen (15) day notice right is not a waiver of his/her rights to give a sixty (60) day notice as set forth in Section [5-4-4-1\(E\)](#) above.

- (H) Failure of a declarant to give notice as required by the above subsection, is a defense to an action for possession, unless the tenant knowingly avoids receiving or delivery of said notice of intent.
- (I) The provisions of this Section shall prevail over any conflicting provisions of the Landlord-Tenant Ordinance [Chapter 3](#) of this Title.', 'popup124')"<sup>116</sup> except that for leases entered into or renewed prior to the effective date of this Chapter, Sections [5-4-4-1\(E\)](#) and [5-4-4-1\(F\)](#) shall not apply.

5-4-4-2: **TENANT'S RIGHT TO PURCHASE:**

- (A) During the one hundred twenty (120) day period following the delivery to tenants of the notice of intent, or until thirty (30) days after the condominium instruments have been filed with the City, whichever is longer, the declarant shall offer the tenant his unit. This offer shall be held open until tenant acceptance or refusal, but in no event longer than the expiration of either the one hundred twenty (120) day period or the thirty (30) days after filing of the condominium instruments, whichever is longer. Inaction by the tenant after the expiration of the one hundred twenty (120) days or thirty (30) days shall constitute a waiver of his/her right of first purchase. Said offer shall be either a first-time offer to the tenant at a set price or the right of first refusal to that tenant when a bona fide offer has been submitted for that unit by a third party. Under either procedure, the tenant shall have thirty (30) days to execute his own contract for the unit from the date of receipt of the offer or right of first refusal. If a tenant fails to execute a contract during that period, the declarant may not offer to sell that unit during the following one hundred eighty (180) days at a price or on terms more favorable to the prospective purchaser than the price or terms offered to the tenant without first making the same offer to the tenant, who shall have no less than fifteen (15) days within which to accept the offer.
- (B) Subsection (A) does not apply to any unit in a conversion condominium if the boundaries of the converted unit do not substantially conform to the dimensions of the unit before conversion; however, where it is available, another unit similar to the preconversion dwelling must be offered to the affected tenant. (Ord. 12-0-79)

5-4-4-3: **RELOCATION ASSISTANCE:** Within fourteen (14) days after receiving a receipted bill for the costs of relocation, the declarant must pay actual moving expenses to a maximum amount of three hundred dollars (\$300.00) or one month's rent, whichever is higher, for any tenant of record and said tenant's family whose total income for the previous year was eighty percent (80%) or less of the appropriate Primary Metropolitan Statistical Area (PMSA) median income limit for the Cook County area for an individual or family. (PMSA data are available from the Department of Housing and Urban Development and are revised on an approximately annual basis). Failure of the tenant to tender the Federal or State tax return for the immediately preceding year upon demand shall constitute a waiver of the right to receive funds. (Ord. 18-0-85)

5-4-4-4: **ACCESS:**

- (A) The tenant in a conversion condominium shall not unreasonably withhold consent to the declarant to enter the unit in order to inspect the premises, make necessary or agreed repairs, including correction of Housing Code violations cited by the Director of Inspections and Permits, supply necessary or agreed services or show the unit to prospective or actual workmen or purchasers in accordance with subsection (B). The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency, or unless it is impracticable to do so, the landlord shall give the tenant at least two (2) days' notice of his intent and may enter only at reasonable times. (Ord. 36-0-80)
- (B) An occupied unit which is offered for initial sale can be shown to a prospective purchaser only during the last ninety (90) days of the notice period or tenancy, whichever

terminates at a later date. However, if a tenant has provided notice of an intent to terminate the lease pursuant to Section [5-4-4-1\(E\)](#), the declarant may show the unit subsequent to the receipt of such notice.

- (C) The declarant shall not undertake remodeling for conversion of a unit while it is occupied by a tenant, nor create any unreasonable disruption of the common areas, including but not limited to restricting access thereto, nor interfere with the quiet use and enjoyment of the premises, nor abuse the right of access or use it to harass the tenant.

5-4-5: **MANAGEMENT OF THE CONDOMINIUM:**

5-4-5-1: **TRANSFER OF CONTROL:**

- (A) Control of the condominium project shall be transferred from the declarant to the board of managers within thirty (30) days after sixty percent (60%) of the units have been conveyed.
- (B) No later than the termination of any period of declarant control, the unit owners shall elect a board of managers, all of whom must be unit owners. A majority of the board must also be residents in the condominium if in fact such a majority resides in the condominium and is willing to serve on the board.

5-4-5-2: **PAYMENT OF ASSESSMENTS:** The declarant shall be required to pay all assessments on condominium units which he/she owns pursuant to the Illinois Condominium Property Act.

5-4-5-3: **TERMINATION OF CONTRACTS AND LEASES OF DECLARANT:** All contracts entered into by declarant before the board of managers elected by the unit owners takes office for (1) any management, employment or other service contract; (2) any lease of recreational or parking facilities; or (3) any other contract or lease to which a declarant or an affiliate of a declarant is a party, shall contain a clause allowing termination of said contract without penalty by the Association at any time after the elected board of managers takes office, upon not less than ninety (90) days' notice to the other party.

5-4-5-4: **REPAIR AND REPLACEMENT RESERVE:** The board of managers shall determine the formula for the funding of any reserve they choose to establish for repair and replacement, initially and subsequent to any expenditures. (Ord. 12-0-79)

5-4-5-5: **CONDOMINIUM CONVERSIONS:** Provisions of this Chapter that contradict, modify, expand or limit rights of landlords or tenants established under this Chapter shall prevail over the provisions of this Chapter for leases entered into or renewed subsequent to the effective date of the Residential Condominium Ordinance. (Ord. 13-0-79)

5-4-6 **VIOLATIONS AND PENALTIES:**

5-4-6-1: **INVESTIGATION AND CONCILIATION:**

- (A) The City Manager, or his designee, is hereby authorized and directed to receive complaints and conduct such investigations as he/she deems necessary pursuant to the authority vested in that office.
- (B) Whenever it is determined by the City Manager, or his designee, that there has been a violation of this Chapter or any duly adopted rule or regulation of the City, that office is authorized to seek all or a portion of the following relief, or any other relief that may be granted by law:

1. Attempt to conciliate the matter by conference or otherwise and secure a written conciliation agreement.
2. Seek a written assurance of discontinuance which shall be signed by the declarant and the City Manager or his designee.
3. Institute injunctive or other appropriate action or proceeding in any court of competent jurisdiction to obtain a restraining order, permanent or temporary injunction or any other appropriate form of relief. (Ord. 12-0-79)

5-4-6-2:

**PENALTIES:**

- (A) The Corporation Counsel may apply to any court of competent jurisdiction to enjoin a violation which has been found to exist by the City as a result of an inspection. The penalty for such violation shall be not more than five hundred dollars (\$500.00) for each unit with respect to which the violation has occurred. Each day during which any unit has been advertised or offered and such advertisement or offer has not been withdrawn shall constitute a separate offense.
- (B) Any person who willfully makes an untrue or misleading statement of material facts, or willfully omits to provide required data, in any document prepared pursuant to this Chapter shall be guilty of a misdemeanor, and upon conviction, shall be subject to a fine of not more than five hundred dollars (\$500.00) for each day of continuing violations; in the event such person is a unit owner or a member of the board of managers, such fine, to the extent it relates to a violation of Section [5-4-3-5](#), shall not exceed one hundred dollars (\$100.00) for each day of continuing violation to a maximum of one thousand five hundred dollars (\$1,500.00). (Ord. 103-0-80)

5-4-6-3:

**CIVIL REMEDY:** Any unit owner or tenant may file a suit in any court of competent jurisdiction for injuries sustained by him/her as a result of a violation by declarant of any provisions of this Chapter. In the event that such violation is found to occur, the court may assess compensatory damages, and in addition punitive damages equal to three (3) times the amount of compensatory damages, but not more than one thousand five hundred dollars (\$1,500.00). The court shall also award the unit owner's or tenant's attorney reasonable fees for his services in the event that such a violation has occurred. If the court finds that no violation has occurred, the court shall assess reasonable attorneys' fees against the unit owner and tenant. Contractual promises shall not be held to have merged with the deed and shall survive conveyance of the unit. This Section shall not constitute a limitation on any other private right of action. (Ord. 12-0-79)