

R-2A CONDOMINIUM DISTRICT

The R-2A Classification is no longer a valid Zoning Classification due to Supreme Court Rulings. Multiple Unit Buildings with “Individual Unit Ownership” will be Zoned as either R-2 (2-Units per Building), or R-3 (3 or more Units per Building).

Sec. 12-56. Definitions.

For the purpose of this division, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Blanket encumbrance means a trust deed, mortgage, judgment or other lien or encumbrance including an option or contract to sell or a trust agreement affecting 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 of the transferring ownership of a condominium unit to the purchaser from the developer or the previous owner.

Common elements means all of the condominium except the condominium units. Common elements also include 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 on 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 (6) units are to be sold to persons other than current stockholders of the corporation.

Offering means any inducement, solicitation, advertisement, publication or announcement by a developer to any person or the general public to encourage a person to purchase a condominium unit 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 this division.

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.

(Code 1972, § 10-6-1)

State law reference-Definitions relating to condominium property, Ill. Rev. Stat. Ch. 30, § 302.

Sec. 12-57. Property report.

(a) A property report required by this division shall contain the following:

(1) A statement indicating names and addresses of:

a. 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;

b. Interim and permanent mortgages or construction lenders secured by a blanket encumbrance;

c. The principal sales and management agents, attorneys, accountants, architects, engineers and contractors for the project.

(2) A description of all property and improvements including the following:

a. A 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;

b. The share of ownership of each unit in the common elements; the identity of the 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;

c. A description of all of the common elements in the projects including a description of all existing and proposed recreational facilities and other such facilities within the project; limited common elements, if any, and their ownership shall also be indicated;

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

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

f. 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;

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

h. 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;

i. A statement as to whether a purchaser may purchase more than one (1) unit and under what circumstances or conditions;

j. A statement of legal ownership, listing all restrictions, notices, lis pendens and encumbrances of record.

(3) Method and 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;

(4) 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;

(5) The nature and extent of any protection of a purchaser if the developer defaults on blanket encumbrances;

(6) A statement of any litigation which would affect the condominium or the developer's ability to convey clear title;

(7) 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;

(8) Copies of the forms of sales documents applicable to the individual units, including but not limited to:

a. Basic purchase contract form being used by developers;

b. Deeds of conveyance;

c. Deed of trust, mortgage and promissory note, if any.

(9) A statement of sales prices, terms, options and conditions of sale of each unsold unit, including estimated closing and settlement costs and transfer taxes;

(10) A 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;

(11) 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 rates, service charge, appraisal charge, closing charges and total monthly payment;

(12) A description of all appliances and personal property included with each unit;

(13) 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 and style equal to at least ten-point boldface type as follows:

"THE DESCRIPTION OF UNITS AND PERCENTAGES 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 of charter of the condominium association, if any; The bylaws and regulations of the condominium association.

(14) The descriptions 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 effecting the use, maintenance or access to all or part 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.

(15) A statement of management and expected management costs of the condominium, including:

a. The name of the management agent, if any, and the services the agent will perform;

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

c. The conditions, if any, under which the contract may be cancelled or terminated;

d. A statement stating the relationship between the developer and the management firm and their respective corporate officers and controlling interests, if any.

(16) 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:

a. Operating costs of the following:

1. Utilities;
2. Heating fuels;
3. Janitorial services;
4. Trash and garbage disposal;
5. Ground and building maintenance;
6. Security;
7. Maintenance and operation of recreational and other facilities;
8. Building insurance;
9. Elevator maintenance;
10. Sidewalks and street maintenance;
11. Other operating costs; and

b. Management costs of the following:

1. Accounting and bookkeeping services;
2. Legal services;
3. Management fees; and

c. Reserve costs of the following:

1. Reserve for improvements;
2. Reserve for unexpected repair work;
3. Reserve for replacement and upkeep of common area and facilities;
4. Reserve for taxes and special assessments.

If no reserve is provided for any one (1) or more of the costs listed herein the following statement must be inserted in the property report in a type size and style equal to at least ten-point boldface 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."

(17) The 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;

(18) If a conversion, a 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 installation of the facilities listed above and 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 this 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 this Code received, together with a detailed statement of all violations referred to in such notices, for the prior ten (10) years;

(19) A statement of whether, and under what circumstances, the unit owners are required to be members 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 style equal to at least ten-point boldface type:

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

(20) 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 of (b) divided as individual parking space among and designated as being part of the units, the following statements shall be included in a type size and style equal to at least ten-point boldface 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 THE UNIT OWNERS.";

(21) A statement if there are any restrictions upon the free sale, transfer conveyance, encumbrance or leasing of a unit, as follows:

"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 of control on the sale, lease or transfer of units is set forth or described in detail;

(22) A statement on the first page with the following warning in capital letters, in a type size and style equal to at least ten-point boldface type:

"THE VILLAGE OF JUSTICE 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 PURCHASERS ANY REPRESENTATIONS WHICH DIFFER FROM THE STATEMENTS IN THIS PROPERTY REPORT. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER AND ARE NOT BINDING ON THE DEVELOPER. REFER TO THE PROPERTY REPORT FOR BINDING REPRESENTATIONS.";

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

(b) 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 all persons who have purchased condominium units.

(c) No later than thirty (30) days prior to the recording of the declaration and plat, the developer shall give notice of any material changes in the declaration and plat as described in the property report to each person who has executed a contract to purchase a unit.

(Code 1972, § 10-6-2)

Sec. 12-58. Advertisement.

No person shall, with the intent that a prospective purchaser shall rely on such act or omission, advertise, sell or offer for sale any condominium unit by: (a) employing any statement or pictorial representation which is false, or (b) omitting any material statement or pictorial representation.

(Code 1972, § 10-6-3)

Sec. 12-59. Discrimination.

No person shall be denied the right to purchase or lease a unit because of race, religion, sex, sexual preference, marital status or national origin.

(Code 1972, § 10-6-4)

State law reference-Illinois Human Rights Act, Ill. Rev. Stat. Ch. 68, § 1-101 et seq.

Sec. 12-60. Availability of property report, other documents.

(a) Not later than the offering for sale of the first unit, a developer of a condominium of more than three (3) units must:

(1) Have a property report available for distribution to each prospective purchaser and for examination by the village. A developer may make a charge, not to exceed two dollars (\$2.00), for each report so distributed.

(2) Make available for inspection by prospective purchaser's copies of all documents that were filed or required to be filed in connection with the condominium project with the recorder of deeds of the 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 village 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.

(Code 1972, § 10-6-5)

Sec. 12-61. Tenants.

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

(b) Any person who was a tenant as of the date of 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 the right to an additional tenancy on the same terms and conditions and for the same rental until the expiration of such one-hundred-twenty-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, such tenant shall have the right to an additional tenancy on the same terms and conditions and for the same rental for one hundred eighty (180) days following receipt of the notice of intent to record by giving notice as aforesaid.

(c) During the period of one hundred twenty (120) days following his receipt of the notice of intent, and during a period of one hundred eighty (180) days following his receipt of notice of intent in the case of any person who is over sixty-five (65) years of age, or who is deaf, blind or who is unable to walk without assistance, any person who was both a tenant on the date of the 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 the 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 either 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 foregoing 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, nor shall it affect the penalties provided therein.

(d) 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.

(e) 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 notice.

(Code 1972, § 10-6-6)

Sec. 12-62. Recreation activities restriction.

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, or through the board of managers.

(Code 1972, § 10-6-7)

Sec. 12-63. Inspection of books and records.

No person shall fail to allow unit owners to inspect the financial books and records of the condominium association within three (3) business days of the time written request for examination of the records is received.

(Code 1972, § 10-6-8)

Sec. 12-64. Administration of provisions.

The board of trustees shall administer this division and may adopt rules and regulations for the effective administration of this division.

(Code 1972, § 10-6-9)

Sec. 12-65. Compliance required; enforcement.

The rights, obligations and remedies set forth in this division shall be cumulative and in addition to any other 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 division; provided, however, that only the village may enforce any provisions of section 12-66. In any action brought to enforce provisions of this division except section 12-66, the prevailing plaintiff shall be entitled to recover, in addition to any other remedy available, his reasonable attorney's fees.

(Code 1972, § 10-6-10)

Sec. 12-66. Penalty.

Any person found guilty of violating any of the provisions of this division, upon conviction thereof, shall be punished by a fine of not less than one hundred dollars (\$100.00) nor more than three hundred dollars (\$300.00) for the first offense and not less than three hundred dollars (\$300.00) nor more than five hundred dollars (\$500.00) for the second and each subsequent offense in any one-hundred-eighty-day period; provided, however, that all actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Code of Civil Procedure. Repeated offenses in excess of three (3) within any one-hundred-eighty-day period may also be punishable as a misdemeanor or by incarceration in the county jail for a term not to exceed six (6) months under the procedure set forth in section 1-2-1.1 of the Illinois Municipal Code and under the provisions of the Illinois Code of Criminal Procedure of 1963 in a separate proceeding. Each failure to comply with the provisions of this division with respect to each person shall be considered a separate offense. A separate and distinct offense shall be regarded as committed each day on which such person shall continue or permit any such violations. In addition to such fines and penalties, violations of any provision of this division shall be cause for revocation of any license issued to such violator or offending party by the village. Nothing herein shall be construed to preclude the revocation of any license for violation of any other provision of this Code.

(Code 1972, § 10-6-11)

State law references-Ordinances making violation misdemeanor, Ill. Rev. Stat. Ch. 24, § 1-2-1.1; Code of Criminal Procedure of 1963, Ill. Rev. Stat. Ch. 38, § 100-1 et seq.; Code of Civil Procedure, Ill. Rev. Stat. Ch. 110, § 1-101 et seq.; Civil Practice Law, Ill. Rev. Stat. Ch. 110, § 2-101 et seq.

Sec. 12-67. Severability.

If any provision, clause, sentence, paragraph, section, or part of this division, or application thereof to any person or circumstance, shall, for any reason, be adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this division and the application of such provision to other persons, firms, corporations, public agencies or circumstances, but shall be confined in its operation to the provisions, clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, public agency, or circumstances involved. It is hereby declared to be the legislative intent of the board of trustees that this division would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section or part thereof, not been included.

(Code 1972, § 10-6-12)

Sec. 12-68. Warranty against defects.

(a) Any developer of a property submitted to the provisions of the Illinois Condominium Property Act shall be required to provide a warranty against any defects in the following property components:

- (1) Roof;
- (2) Foundation;
- (3) External and supporting walls;
- (4) Centralized heating ventilating and air conditioning.

(b) Such warranty shall cover the defects listed in this section for a period of one (1) year from the date control of the condominium property passes to the board of managers.

(c) Repair or replacement of the defects listed in this section shall be performed in a timely manner by the developer following notification by the board of managers.

(d) Warranty coverage shall not include the cost of normal, routine maintenance of the property components listed in this section, or defects caused by fire (not related to any breach of warranty), acts of God, vandalism or negligence of a unit owner.

(e) To ensure compliance with this section, the developer shall, at the time of each closing, place in escrow with a bank or trust company authorized to do business in the state a sum equal to three (3) percent of the total of each unit sale price. Such sum shall remain in escrow for a period of not less than one (1) year from the date control of the condominium project passes to the board of managers and all interest earnings on the sum held in escrow shall accrue solely to the developer. If no notice of claim by any unit owner is received within the one-year period, the funds in escrow shall be returned to the developer. If notice of claim is received by the escrowee, funds shall be retained in escrow in the amount of the claim until the claim is adjusted between the claimant and the developer or until the validity of the claim is determined by court action.

(Code 1972, § 10-6-13)

Sec. 12-69. Inspections; code compliance certificate.

(a) A developer submitting a property to the provisions of the Illinois Condominium Property Act shall file a notice of intent to convert with the building commissioner of the village within three (3) business days from the date the notice is given to the tenants of the property. A code inspection of the property, including all projected condominium units and common elements and facilities, shall be scheduled by agreement between the developer and the building commissioner when the notice of intent to convert is received by the building commissioner.

(b) Any code violations and deficiencies detected during an inspection of projected condominium units and common elements and facilities shall be corrected by the developer at least thirty (30) days prior to the closing of a sales contract on any condominium unit. The correction shall be evidenced by a code inspection report and certificate of code compliance, except as

provided in subsection (c) of this section, issued by the building commissioner.

(c) If substantial rehabilitation is being performed as part of a conversion to condominium units, the building commissioner may issue a partial certificate of code compliance to permit the closing of sales contracts for those condominium units in which rehabilitation is complete and all code violations are corrected. Partial certificates also may be issued for common elements and facilities on which rehabilitation is complete and all code violations are corrected. However, prior to the issuance of a certificate of code compliance for the entire property, a reinspection shall be made on all common elements and facilities and units for which sales contracts have not been closed. Any recurrence of code violations in the common elements and facilities covered by a partial certificate of code compliance shall be corrected by the developer at the developer's expense unless control of the building has passed to the board of managers.

(d) Until such time as all units in a condominium property are sold, the building commissioner shall conduct annual building inspections of all common elements and common facilities, and at least ten (10) percent of the unsold condominium units.

(e) Subsequent to the sale of all condominium units, the building commissioner shall conduct an annual inspection of all the common elements and facilities of a condominium property. The condominium building shall be subject to all applicable village ordinances which may be enforced as to the developer, unit owners, board of managers or any other person to whom the ordinances are applicable.

(f) A developer shall be required to provide a prospective purchaser with a copy of a code inspection report and a certificate or partial certificate of code compliance prior to or at the closing of a condominium unit sales contract¹.

(g) Inspections will require fees as covered in this Code. (Code 1972, § 10-6-14)

Sec. 12-70. Off Street Parking Regulations:

Parking spaces shall be provided as follows: There shall be three (3) designated parking spaces per unit plus one-half (1/2) auxiliary parking space per unit in addition to any added garage not attached to or not

primarily part of the original building. (Code 1972, § 10-6-15; Ord. 84-27, 9-6-1984)

Sec. 12-71. Area:

Each and every condominium and townhouse shall have an area of at least two thousand five hundred (2,500) square feet of lot or tract of land per unit. The minimum width of each lot or tract of land shall be eighty feet (80') and a minimum depth of one hundred twenty five feet (125'). The minimum frontage of each lot or tract of land shall be eighty feet (80'). (Code 1972, § 10-6-16)

Sec. 12-72. Building Regulations:

Easement requirements shall be ten feet (10') from the rear lot line of each lot or tract of land; the setback line shall be thirty feet (30') from the front lot line and not less than ten percent (10%) of the lot width or a minimum of five feet (5'), whichever is greater, from the side lot lines, except where an easement exists along the side lot line the setback shall be not less than ten feet (10') from the side lot line. The street side setback on a corner lot shall be not less than twenty feet (20'), attached garages shall be set not less than five feet (5') from the side lot line; detached garages shall not be set less than five feet (5') from the side lot line and be not less than ten feet (10') from the rear lot line. The height limit for public buildings shall be a maximum forty five feet (45') from grade level; the height limit for single-family residential buildings (R-1 residence) or one 2-family apartment house or duplex (R-2 residence) shall not exceed twenty five feet (25') from grade level. The height limit for all other residential buildings shall be thirty five feet (35') from grade level. No building shall contain more than three (3) stories including a basement used for residential purposes. (Code 1972, § 10-6-17; Ord. 96-24, § 4, 8-12-1996)

Sec. 12-73. Smoke Detectors¹:

(a) There shall be at least one approved smoke detector inside each unit, as well as one approved smoke detector being located at the top of all stairwells. Also, at least one approved smoke detector will be required in every hallway which is considered part of the common elements.

(b) All smoke detectors shall be one hundred ten (110) volts and shall conform to Underwriters' Laboratories, Inc., 217, standard. All smoke detectors shall be of the ceiling mounted type and shall conform to manufacturer's recommended installation practices. (Code 1972, § 10-6-18; Ord. 84-20, 6-7-1984)

Sec. 12-74. Limit Of One Storage Facility For Vehicles:

Storage facilities for vehicles are limited to one per lot, in all residential districts, whether attached to the dwelling unit or freestanding. (Ord. 93-39, § 1, 10-25-1993)

Secs. 12-75-12-85. Reserved: