

CHAPTER 12 HOUSING

Article 1 ROOMING HOUSES, HOTELS AND MOTELS Division A. Rooming Houses

12-1-1: BUILDINGS TO CONFORM TO OTHER ORDINANCES:

No house or building constructed, modified, altered or erected in the Village shall be used as a rooming house, and no house or building heretofore erected and not now used for such purpose, or any building, house or portion thereof which is now used or intended to be used or occupied for rooming house purposes shall be converted into, used as or leased for a rooming house unless such building and every part thereof shall conform to the requirements of this Article and to such other requirements of the Building, Zoning and Health Chapters of the Village Code as may apply.

12-1-2: LICENSE - REQUIRED; ISSUANCE:

It shall be unlawful for any person to conduct, keep, manage or operate or cause to be conducted, kept, managed or operated a rooming house without a license therefor. Such license shall be issued only to persons of good moral character and shall not be transferable. All such licenses shall be renewed annually, subject to the same conditions as the original license. Such license shall be issued by the Village Manager or the Manager's designee upon payment of the fee as provided in Chapter 8 of this Code. Such fee shall accompany the application.

12-1-3: LICENSE - APPLICATION:

A written application for a license required by this Article upon blank forms furnished by the Village Manager or the Manager's designee shall be filed with the Village Manager or the Manager's designee each year and shall accurately state the full name and address of the applicant and person in whose name such license is to be issued, the full name and address of the owner of the building and premises where the activity of a rooming house is proposed to be carried on, the number of rooms in the building and which rooms in the building are to be occupied as sleeping rooms, and the number of persons proposed to be accommodated or allowed in each room. Yearly application for a license shall be made on or before January 1.

12-1-4: LICENSE - APPLICATION REQUIRES FLOOR PLANS:

The applicant for a license required by this Article shall file with the application, a plan of each floor of the building, which plan shall be drawn to a scale of not less than one-quarter inch ($\frac{1}{4}$ ") to a foot (1') showing all fire escapes, stairs, halls, location and size of all windows, the location

and size of habitable rooms and the exits of each floor, and a statement in writing, showing the number of persons proposed to be accommodated or allowed on each floor. The intended use of every room in the building must be written in, on the plans submitted.

12-1-5: LICENSE - APPLICATION - DEPARTMENTAL APPROVAL:

Upon receipt of the application and plans referred to in this Article, such application and plans shall be submitted to the Director of the Customer Services Department, to the Chief of the Fire Department and to the Director of Public Health, who shall jointly arrange for the proper inspection, and no such license shall be issued by the Clerk until written approval has been received from each of the officials named.

A. Building Department. The Director of the Customer Services Department shall determine that all the requirements of Chapter 7 of this Code are complied with and that the premises are safe and habitable and are provided with adequate facilities for heat, light and ventilation.

B. Fire Department. The Chief of the Fire Department shall determine that all fire hazards have been eliminated from such premises; that the premises have proper and sufficient fire-extinguishing equipment; that the premises comply with all regulations and recommendations of the Bureau of Fire Prevention, and that the occupants of the building have adequate fire protection.

C. Health Department. The Director of Public Health shall determine that all regulations and orders of the State Department of Health, the Department of Health of the Village and the provisions of this Article pertaining to the sanitation of such rooming house premises and every part thereof and to the preservation of the health of the occupants thereof have been complied with.

It shall be the duty of the Director of Public Health to have printed such portions of this Article as may be deemed requisite, and cause the same to be displayed in each room of any such rooming house, and have made such inspections as are necessary from time to time assuring the proper healthful occupancy of such establishment.

12-1-6: APPLICATION OF ZONING REGULATIONS:

No rooming house shall provide for more than the number of persons permitted by the Zoning Ordinance of the Village.

12-1-7: INSPECTIONS:

At least once a year after a license required by this Article has been issued as herein provided or more often if deemed necessary and before the renewal of any such license to conduct, keep or operate any such rooming house, it shall be the duty of the Director of the Customer Services

Department, Chief of the Fire Department and the Director of Public Health to jointly authorize the inspection of the premises and determine that the provisions of this Code and the terms and conditions of this Article are being complied with.

12-1-8: REGISTER REQUIRED:

The landlord, proprietor, keeper, manager or clerk of every such rooming house as defined in Section 12-1-1 of this Code shall keep in the office, or other place therein, a register in which shall be entered the name and permanent residence of every person who becomes a lodger, boarder or guest therein. Such register shall also show the number or location of the room or bed occupied by such person, the date of his arrival, and the period for which he engaged board or lodging. The register shall be accessible, without charge, to any police officer or duly authorized agent of the Department of Health, Fire Department or Director of the Customer Services Department of the Village.

12-1-9: REQUIRED EXITS:

Each and every rooming house in the Village housing persons on the third floor shall be provided with at least two (2) inside stairways leading from the ground to each floor providing habitable rooms, and further, that each and every rooming house where less than three (3) stories are occupied shall be provided with two (2) inside stairways in all cases when occupied by more than five (5) persons on the second floor (including members of the family) or in all cases where the total number of persons housed in the building exceeds eight (8) (including members of the family).

12-1-10: FOOD PREPARATION AND LIGHT HOUSEKEEPING PROHIBITED:

No person who shall keep, conduct, operate or maintain a rooming house shall permit the cooking or preparation of food or meals or the storage of food, or light housekeeping, by any person occupying said rooms.

12-1-11: USE OF ACCESSORY BUILDINGS PROHIBITED:

No accessory building shall be used for rooming house purposes.

12-1-12: INTERPRETATION OF ARTICLE:

For purposes of this Article, a rooming house is defined as a building or part thereof, in which living and sleeping quarters (but not meals or cooking facilities) are provided by prearrangement for compensation on a weekly or longer basis for three (3) or more persons who are not members of the keeper's family. In their interpretation and application, the provisions of this Article shall be held to be the minimum requirements with respect to rooming houses, adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where this Article imposes a greater restriction upon the use of buildings or

premises for rooming house purposes than are imposed or required by the provisions of any other ordinance or this Code, the provisions of this Article shall control.

Article 1
ROOMING HOUSES, HOTELS AND MOTELS
Division B. Hotels and Motels

12-1-13: REQUIRED EXITS:

All premises used as a hotel or motel shall be furnished with the number of exits and fire escapes required by the building ordinances of Oak Park for the construction of a new hotel or motel.

12-1-14: GENERAL REGULATIONS:

- A. It shall be unlawful to knowingly permit any fugitive from justice to stay in a hotel or motel. Each hotel or motel proprietor shall keep a register of guests as required by State law; such registration or list shall be available for inspection by any members of the Police Department at any time.
- B. At least two (2) towels per person shall be placed in each occupied room, each day.
- C. Bedding shall be provided for each day a guest remains in a hotel or motel, and shall be changed daily.

Article 2
RESIDENTIAL RENTAL LICENSE

12-2-1: LICENSE REQUIRED:

- A. No person, corporation, partnership, business entity, or agent shall operate or engage in the business of renting any dwelling unit to the public, operate a rental dwelling unit, rooming house or rooming unit, or otherwise allow any such property to be non-owner occupied, unless a valid residential rental license has been issued by the Village for the specific location. A dwelling unit may not be rented and no new lease may be entered into and no lease may be renewed until a license is secured pursuant to this section, or while a license is suspended or revoked.
- B. The license requirement pursuant to this section shall not be applicable to group homes governed by the specialized living centers act, 405 ILCS 25/1 et seq., as amended, for the developmentally disabled, or to other similar uses governed by federal or state laws, rules or regulations.

C. Licenses shall be issued by the Village Manager or the Manager's designee for a period of one year from the date of issuance, unless sooner revoked, and may be renewed for successive periods of not to exceed one year. No license issued pursuant to this article shall be transferable to another person, corporation, partnership, business entity, or agent. No such license shall be required for condominium associations governed by article 3 of this chapter. Licensee fees shall be as set forth in section 12-2-5 of this article.

D. Buildings containing three (3) rental dwelling units or fewer shall only be subject to the license and crime free housing requirements set forth in this section and section 12-2-12 of this article and shall not be subject to the inspection and records requirements and mandatory lease provisions set forth in sections 12-2-6, 12-2-7, 12-2-9, 12-2-10 and 12-2-11 of this article except as otherwise provided. Buildings containing four (4) or more rental dwelling units (multiple-family dwelling) shall be subject to the inspection and records requirements and mandatory lease provisions set forth in sections 12-2-6, 12-2-7, 12-2-9, 12-2-10 and 12-2-11 of this article.

E. A license shall be required for buildings containing three (3) or fewer rental dwelling units beginning January 1, 2015.

12-2-2: LICENSE APPLICATION:

No such license shall be issued except upon written application filed with the Village Manager or the Manager's designee. Such application shall be received not less than thirty (30) days prior to the initial date of issuance as determined by the Village Manager or the Manager's designee, or not less than thirty (30) days prior to the expiration date of a currently valid license. The application shall set forth, but not be limited to, the following information:

A. Name and address of legal owner.

B. If licensee designates an agent, then the application shall set forth the name, address and telephone number of that agent and the authority of the agent to rent, manage and make expenditures.

C. Name, address and telephone number and extent of the authority of the janitor and any other persons in addition to the owner or manager in a position of authority with regard to the subject property.

D. The designation of the agent authorized by the owner to accept notices and process.

E. It is the policy of the Board of Trustees to prevent discrimination against any person on the basis of race in the rental of multiple-family dwellings in the Village. In order to prevent owners or their agents from renting multiple-family dwellings on the basis of the race of the lessee, it is essential for the Village to maintain statistical records of the rental practices of

owners in this regard. Therefore the license application shall set forth the race of the occupants of the building.

The license application shall include the following: occupancy data for each dwelling unit in the subject building, including the present number of occupants in each dwelling unit, the race of the present occupants, the date of any change in the occupancy of any dwelling unit during the previous license year including the number of previous occupants and the race of each previous occupant thereof, and the termination date of all leases. Records of occupancy data, including the number of occupants and the termination data of all leases so submitted shall be only available for inspection by the Director of Community Relations Department, the Housing Programs Manager, the Village Clerk, the Village Manager, Board of Trustees of the Village, and the Community Relations Commission.

12-2-3: REQUIRED REPORTS:

The licensee shall report to the Village Manager or the Manager's designee any change in the designation of the managing agent within seven (7) days of said change. Any conveyance in the legal or equitable interest in the building shall be reported to the Village Manager or the Manager's designee within seven (7) days after execution of a contract to convey and at least fifteen (15) days prior to said conveyance to allow ample time for the required presale inspection¹.

12-2-4: LICENSE ISSUANCE:

No license shall be issued without the approval of the appropriate Village officials. The license may be withheld for failure to comply with applicable statutes and ordinances, including, but not limited to, this chapter, and chapters 13 and 20 of this code.

12-2-5: LICENSE FEES:

An annual license fee shall be payable on or before a due date established by the office of the Village Manager or the Manager's designee. License fees shall be set forth as follows:

- A. If a license is not purchased by the due date, said fee shall be increased by ten percent (10%); and further, the base fee shall be increased by an additional twenty percent (20%) on the fifteenth day of each subsequent month for which the fee remains unpaid.
- B. If the ownership of a building changes during a licensing period, the license fee for the new owner shall be determined on a prorated basis.
- C. The annual license fee for a rental building shall be twenty dollars (\$20.00) per dwelling unit for rental buildings containing four (4) or more dwelling units.

D. The annual license fee for a rental building shall be ten dollars (\$10.00) per dwelling unit for buildings containing three (3) or fewer dwelling units.

E. The services and inspection fee for condominiums shall be ten dollars (\$10.00) for each condominium unit within the building.

12-2-6: INSPECTION OF BUILDINGS; VIOLATIONS; SUSPENSION AND REVOCATION OF LICENSE:

A. Required annual and biennial inspections shall be conducted in accordance with the following provisions:

1. The Development Customer Services Department and/or the Fire Department shall make an annual inspection of all theaters, churches, schools, public assembly units, and open air assembly units; and also all buildings two (2) stories or more in height containing at least four (4) lodging or rooming units.

2. The Development Customer Services Department shall also make biennial inspections of all common areas and a minimum of one dwelling unit in all mixed use commercial/residential buildings which are two (2) or more stories in height and containing one to three (3) residential units and commercial space in which the occupants engage in food preparation, food sales, pets and pet supply sales or hazardous activities requiring (annual, quarterly, monthly) inspections by the Fire Department in accordance with section F-102.2 of the 1984 BOCA fire prevention code. Such hazardous activities include, but are not limited to, activities which involve the use of hazardous and/or flammable materials and chemicals, the storage of combustible materials and the use of potentially hazardous or dangerous equipment and/or machinery. The annual inspection fee for the inspection of common areas and residential units in mixed use commercial/residential buildings shall be six dollars (\$6.00) for each dwelling unit contained therein. It shall be the duty of every owner, agent, lessee or occupant of any such building and of the person in charge or control of the same to permit the making of such biennial inspection by a duly authorized inspector at any time upon demand being duly made.

3. The Development Customer Services Department shall make biennial inspections of all common areas and the interior of a minimum of one-third ($\frac{1}{3}$) of the dwelling units in multiple-family dwellings which contain four (4) or more dwelling units.

4. In condominiums, all common facilities and one-third ($\frac{1}{3}$) of the dwelling units which are occupied by someone other than the owner of the unit shall be inspected on a biennial basis.

B. Whenever, upon inspection of the licensed multiple-family dwelling or of the records required to be kept by section 12-2-7 of this article, it is determined by the appropriate officials of the Village that conditions or practices exist which are in violation of the provisions of this or

any applicable ordinance of the Village, the official making the determination shall serve the owner or agent with a notice of violation. Such notice shall identify the specific violations and state that unless they are corrected within the time specified in the notice, the operating license may be suspended. Notice pursuant to this section shall be sent by mail to the party designated in the application to receive notices and process.

C. At the end of the time allowed for correction of any violation cited, the building shall be reinspected by the appropriate Village officials. If it is determined that the conditions have not been corrected or they are not in the process of being corrected, the Village may issue an order suspending the operating license. Tenant caused violations will not be considered grounds for suspension of license as long as licensee cooperates in gaining compliance.

D. If, upon reinspection, it is determined by the appropriate Village officials that the violations cited in the notice have been corrected, the license shall be reinstated by the Village. A request for reinspection shall not exceed the twenty one (21) day suspension period unless the official responsible for sending the violation notice so requests.

E. If the licensee is convicted by a court of a violation of any applicable ordinance of the Village in connection with the licensed building, then the license shall be subject to revocation without further notice.

F. In the event a condition of extreme hazard to health or safety is found to exist, the Village may immediately revoke the license.

G. Each day a building continues to operate after a license has been revoked shall constitute a separate violation of this code subject to fine, as provided in section 1-1-5 of this code.

H. Any licensee violating any of the provisions of this chapter shall be subject to a fine as provided in section 1-1-5 of this code.

12-2-7: RECORDS:

Every owner or agent of a licensed multiple-family dwelling shall cause to be kept records itemizing all repairs, alterations or decorating expenses in excess of fifty dollars (\$50.00) per expenditure for a period of five (5) years after such expenditure. Upon request, such records shall be made available during normal business hours upon request of the Village Manager or the Manager's authorized representatives.

12-2-8: TENANT RESPONSIBILITY:

No tenant shall commit vandalism in the building in which the tenant's dwelling unit is located and no tenant shall permit vandalism to occur or shall violate any of the provisions of this code in the dwelling unit leased by the tenant.

12-2-9: INSPECTION FEES:

When a licensed multiple-family dwelling is inspected prior to sale as required by this code, the owner of the building so inspected shall be charged a fee equal to the annual license fee plus one dollar (\$1.00) additional for each dwelling unit contained in the building.

12-2-10: VIOLATION CORRECTION BY VILLAGE:

In the event a violation which presents a condition of extreme hazard to health and safety is found to exist and it is not corrected within the time specified by the Village Manager's designated representative then the Village Manager's designated representative may cause the violation to be corrected. Any expense in connection therewith shall be collected from the licensee. In the event the licensee shall fail to pay for said repairs within thirty (30) days after the expense is incurred, the Village shall place a lien on the premises for the cost of repairs. No such lien shall be effective until a notice thereof has been recorded with the County Recorder of Deeds. The Village may foreclose this lien in the same manner and with the same effect as in the foreclosure of mortgages on real estate.

12-2-11: MANDATORY PROVISION IN LEASE AGREEMENTS WITHIN THE VILLAGE:

All leases and applications for leases of dwelling units shall contain the information set forth in subsection 12-2-11A of this section, and all leases and applications for leases of dwelling units which are newly executed and/or renewed on or after October 1, 1991, shall contain the information set forth in subsections 12-2-11B through E of this section:

- A. Night parking is prohibited on all Village streets from two thirty o'clock (2:30) A.M. to six o'clock (6:00) A.M. and the lessee is responsible for providing off street parking for the lessee's vehicle during those hours to the extent such parking is not provided by the lessor.
- B. The specific unit number of the dwelling unit to be leased.
- C. The maximum occupancy of the dwelling unit to be leased as established by the owner and/or operator of the dwelling unit. The owner and/or operator shall not, however, set forth a maximum occupancy in any such lease or lease application which exceeds the maximum occupancy for the dwelling unit established by section 12-1-6 of this chapter and set forth in the annual building inspection report provided to every multiple-family dwelling building owner or operator by the Director the Customer Services Department of the Village on an annual basis.
- D. The full names and birth dates of all occupants of the dwelling unit leased or to be leased under the lease agreement. The individual occupancy of the dwelling unit may not be changed without an amendment to the existing lease agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy set forth in section 12-1-6 of this chapter.

E. The name and phone number of an agent of the building owner or management who, in emergency situations, will be accessible to tenants on a twenty four (24) hour per day basis and capable of reasonably and effectively responding to tenant needs in such situations.

It shall be the responsibility of the lessor to set forth the information required herein in the lease agreement. Any lease not containing the information required herein shall be voidable by the lessee.

12-2-12: CRIME FREE HOUSING:

A. A residential rental license shall not be issued until the owner or designated agent has attended and successfully completed an annual crime free housing seminar conducted by the Village's Housing Programs Division. All license applicants shall comply with the annual seminar requirement within one year of applying for a license or within one year of applying for a license renewal and shall attend and complete the annual seminar every year thereafter. Licenses shall be null and void if the owner or designated agent fails to comply with the seminar requirement pursuant to this section.

B. In the event that an owner or designated agent applies for a residential rental license and has met all other license requirements, but a crime free housing seminar is not available, a conditional license may be issued, effective for no more than one year from the date of issuance, subject to attendance and successful completion by the operator, or his/her designated agent, of that seminar within that time period. Upon completion of the seminar within that time period, a rental residential license shall be issued for the balance of the year.

C. In the event that a designated agent attends the crime free housing seminar to comply with this section, and that agent is no longer employed by the owner to be responsible for managing the rental residential dwelling unit under the license, the owner or a newly designated agent shall attend and successfully complete the seminar within twelve (12) months of that event.

D. An owner or designated agent of an owner may be certified as an operator upon issuance of a rental residential license, and a certificate of completion of the crime free housing seminar. The certification as an operator shall be issued on an annual basis, subject to annual compliance with the above requirements.

E. At any time after two (2) years from the date of the issuance of a license, an operator or designated agent may be required to attend and successfully complete the crime free housing seminar. Such requirement shall be subject to the determination of the Village's Housing Programs Division which shall consider the following in making such determination:

1. Whether the rental property, subject to the residential operator's license, is in danger of becoming a nuisance rental property as defined in this section; and

2. Whether criminal activity is occurring on the premises and the landlord has failed to initiate eviction proceedings or take other appropriate action.

F. A rental residential license shall not be renewed if attendance is required and not completed within three (3) months of the notice to that effect. Such notice shall be delivered or mailed to the landlord, or designated agent, at the address designated on the most recent license application.

G. The Village's Housing Programs Division shall maintain a list of landlords and/or designated agents who have attended the crime free housing seminar and/or who are certified residential operators, along with the dates of attendance and verification that the landlord or designated agent has otherwise complied with this code to be eligible for issuance or renewal of a residential operator's license.

H. Upon adoption of this section, every subsequent lease, including lease extensions, shall contain a crime free lease provision, the purpose of which is to make criminal activity, not limited to violent or drug related criminal activity, engaged by, facilitated by or permitted by the lessee, member of the household, guest or other party under the control of the lessee, a lease violation, and to provide the landlord with authority under that clause to initiate eviction proceedings pursuant to state law. The crime free lease provision shall be in substantially the following form or in a form subject to the approval of the Village Manager:

CRIME-FREE HOUSING LEASE PROVISION

Prohibition Against Criminal Activity on Premises

1) *The Tenant, any member of the Tenant's household, the Tenant's guest(s), and any person under the Tenant's control shall not engage in or facilitate criminal activity on the leased premises or on the Lessor's property, which includes the leased premises, at / /_.*

2) *The Tenant, any member of the Tenant's household, the Tenant's guest(s), and any person under the Tenant's control shall not permit the leased premises to be used for, or to facilitate, criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.*

3) *The Tenant, any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involves imminent or actual serious property damage.*

4) *The Tenant is vicariously liable for the criminal activity of any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control, whether or not the Tenant had knowledge of the activity or whether or not the household member or guest was under the Tenant's control.*

5) *One or more violations of subsections 1, 2, or 3 of this Lease Section constitute a substantial violation and a material noncompliance with the Lease. Any such violation is grounds for termination of tenancy and eviction from the leased premises. Unless otherwise required by law, proof of violation shall not require a criminal conviction, but shall by a preponderance of the evidence.*

6) *In case of conflict between the provisions of this addendum and any other provision of the lease, the provisions of this addendum shall govern.*

7) *For purposes of this Lease Section, criminal activity shall mean:*

a) Any offense defined and prohibited by Article 9 (Homicide) of the Criminal Code of 2012, 720 ILCS 5/9-1, et seq.

b) Any offense defined and prohibited by Article 19 (Kidnapping and related offenses) of the Criminal Code of 2012, 720 ILCS 5/10-1, et seq.

c) Any offenses defined and prohibited by Article 11 (Sex Offenses), Subdivision 15 (Prostitution Offenses) of the Criminal Code of 2012, 720 ILCS 5/11-14, et seq.

d) Any offense defined and prohibited by Article 12 (Bodily Harm) of the Criminal Code of 2012, 720 ILCS 5/12, et seq.

e) Any offense defined and prohibited by Article 16 (Theft) of the Criminal Code of 2012, 720 ILCS 5/16-1, et seq.

f) Any offense defined and prohibited by Article 20-2 (Possession of Explosives or Incendiary Devices) of the Criminal Code of 2012, 720 ILCS 5/20-2, et seq.

g) Any offense defined and prohibited by Article 21-1 (Damage and Trespass to Property) of the Criminal Code of 2012, 720 ILCS 5/21-1, et seq.

h) Any offense defined and prohibited by Article 24 (Deadly Weapons) of the Criminal Code of 2012, 720 ILCS 5/24-1, et seq.

i) Any offense defined and prohibited by Article 25 (Mob Action) of the Criminal Code of 2012, 720 ILCS 5/25-1, et seq.

j) Any offense defined and prohibited by Article 26 (Disorderly Conduct) of the Criminal Code of 2012, 720 ILCS 5/26-1, et seq.

k) Any offense defined and prohibited by Article 28 (Gambling) of the Criminal Code of 2012, 720 ILCS 28-1, et seq.

l) Any offense defined and prohibited by Article 31 (Interference with Public Officers) of the Criminal Code of 2012, 720 ILCS 5/31-1, et seq.

m) Any offense defined and prohibited by Section 37-1 (Maintaining Public Nuisance) of the Criminal Code of 2012, 720 ILCS 5/37-1.

n) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Transfer, Possession, and Consumption of Alcoholic Liquor; Restrictions) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20.

o) Any offense defined and prohibited by the Cannabis Control Act, 720 ILCS 550/1, et seq.

p) Any offense defined and prohibited by the Illinois Controlled Substances Act, 720 ILCS 570/1, et seq.

q) Any inchoate offense defined and prohibited by Article 8 (Inchoate Offenses) of the Criminal Code of 2012, 720 ILCS 5/8-1, et seq., which is relative to the commission of any of the aforesaid principal offenses.

r) Any offense that constitutes a felony under state or federal law or Class A misdemeanor under state law.

8) The Tenant shall be entitled to the affirmative defense set forth in Section 9-106.2 of the Forcible Entry and Detainer Act, 735 ILCS 5/9-106.2, regarding domestic or sexual violence as those terms are defined in Section 10 of the Safe Homes Act, 765 ILCS 750/10, as amended, stalking as that term is defined in the Criminal Code of 2012, 720 ILCS 5/12-7.3, and dating violence, and Section 9-106.2 is incorporated herein by reference as though fully set forth.

9) Pursuant to 65 ILCS 1-2-1.5, as amended, no tenant, landlord, guest, neighbor, or other individual shall be penalized for the following:

a) contact made to the police or other emergency services, if (i) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; (ii) the intervention of emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (iii) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability.

b) an incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or

c) criminal activity or a violation of this code occurring in the dwelling unit or on the premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant,

member of a tenant's household, guest, or other party, and against a tenant, household member, guest, or other party.

Article 3

REGULATION OF CONDOMINIUMS AND CONDOMINIUM CONVERSIONS

12-3-1: DEFINITIONS:

The following words and phrases shall have the meanings, and are hereby defined, as follows:

AGENT: Any person, firm, partnership, joint venture, corporation or any other entity or combination of entities who represents or acts on behalf of a developer in selling or offering to sell any condominium unit.

BOARD OF MANAGERS: The Board of Managers provided for and referred to in the Illinois Condominium Property Act.

CERTIFICATE OF CODE COMPLIANCE: A written instrument issued by the Village as evidence of a condominium project's compliance with applicable Housing Code standards of the Village.

CLOSING OF A SALES CONTRACT: The operation of transferring ownership of a condominium unit to the purchaser from the developer.

CODE INSPECTION REPORT: A written report issued by the Village as evidence that all units and common elements in a condominium project have been inspected for compliance with applicable Housing Code standards of the Village.

COMMON ELEMENTS: All portions of a condominium property except the condominium units unless otherwise specified. Common elements shall also include limited common elements.

CONDOMINIUM: A form of property established pursuant to the Illinois Condominium Property Act.

CONDOMINIUM PROJECT: A plan by a developer to sell residential condominium units in an existing building or building to be constructed or under construction.

CONDOMINIUM UNIT OR UNIT: A separate three-dimensional (3-D) area identified as such in the declaration and on the condominium plat. A condominium unit shall include all improvements contained within the unit area except those excluded in the declaration.

CONVERSION: The offering for sale by a developer or his agent of a condominium unit that was rented by any person prior to the commencement of a condominium project.

DECLARATION: An instrument by which a property is submitted to the provisions of the Illinois Condominium Property Act.

DEVELOPER: Any person or successor or assign who undertake to develop a condominium project either by conversion or new construction. A 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 cooperation.

DIRECTOR: The Director of the Development Customer Services Department of the Village of Oak Park, as provided for under Article 8, Chapter 2 of the Code of the Village of Oak Park, Illinois 1981, as amended, or the Director's designee.

LIMITED COMMON ELEMENTS: A portion of the common elements to be reserved for the use of a certain number of condominium units. Limited common elements shall include, but not be limited to, balconies, terraces, patios and parking spaces or facilities.

OFFERING: Any inducement, solicitation, advertisement, publication or announcement by a developer to the general public to encourage the purchase of a condominium unit or prospective condominium unit.

PERSON: Any natural individual, partnership, copartnership, firm, company, association, joint stock company, trust, estate, trustee or other legal entity capable of holding title to real property.

PHYSICALLY DISABLED PERSON: A person unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

PHYSICALLY HANDICAPPED PERSON: A person having an impairment which is expected to be of long-continued and indefinite duration or which substantially impedes his ability to live independently. Said impairment shall include blindness and deafness.

PLAT: A plat or plats of survey of all the units and common elements in a property submitted to the provisions of the Illinois Condominium Property Act.

PROPERTY REPORT: A property report required by this Article and in accordance with the Illinois Condominium Property Act.

PROSPECTIVE PURCHASER: A person who visits the condominium project site for the purpose of inspection for possible purchase or who requests the property report.

TENANT: A person who pays rent for the privilege of occupying an apartment.

12-3-2: PROPERTY REPORT; REQUIRED CONTENTS:

At least thirty (30) days prior to closing a sales contract on any condominium unit in a condominium project, a developer shall prepare and file with the Director a property report and shall certify by affidavit that all disclosures are true to the best of his knowledge and belief. Said report shall contain at least the following information about the condominium project:

- A. A statement indicating the name and address of the developer of the condominium property.
- B. A plat of survey showing the size and dimensions of the condominium property.
- C. A legal description of the condominium units offered and the proportionate percentage of individual ownership of said units.
- D. A description of the common elements and a statement of the percentage ownership of the common elements applicable to the condominium units offered.
- E. A description of all existing and proposed facilities not included, or not to be included, as part of the common elements.
- F. A statement of the following, in capital letters, when parking facilities are not:
 - 1. Part of the common elements, or
 - 2. Divided as individual parking spaces among and designated as part of the units of a condominium property:

PARKING FACILITIES ARE NOT OWNED BY THE UNIT OWNERS. IT SHALL BE THE RESPONSIBILITY OF CONDOMINIUM UNIT OWNERS TO OBTAIN THEIR PARKING FACILITIES. THE VILLAGE OF OAK PARK PROHIBITS OVERNIGHT PARKING ON STREETS.
- G. An identification of all drawings, architectural plans and other suitable documents, including "as-built" drawings, setting forth information for the location, maintenance and repair of condominium facilities and equipment. Said identification shall be made to the extent these documents exist and are available to the Condominium Board of Managers.
- H. Projected initiation and completion dates for any proposed construction, renovation or conversion.
- I. Copies of the following legal documents that are binding or are to be binding upon the condominium:

1. The declaration and plat of survey. Prior to the recordation of the declaration, however, a preliminary declaration and plat may be supplied, provided they are accompanied by a written statement that the description of units and percentage of ownership interest in common elements is preliminary and may be changed in material respects upon the recording of the declaration and plat.
 2. The articles of incorporation or charter of the condominium association, if any.
 3. The bylaws and regulations of the condominium association.
- J. Disclosures of the existence of other legal documents that are binding upon the condominium, including:
1. Any leases on real or personal property applicable to the condominium.
 2. The coverage and amounts of property insurance policies maintained on the condominium building.
 3. Any management contract, employment contract or any other contract affecting the use, maintenance or access to all or any part of the condominium. Said disclosures under this subsection shall include:
 - a. The name of the management agency, if any, and the services the agent will perform;
 - b. The length of term of any management contract and the charges and circumstances, if any, under which the charges may be increased;
 - c. The conditions, if any, under which the contract may be cancelled or terminated; and
 - d. A statement disclosing any relationship between the developer and the management firm.
- K. A statement of sale prices, terms and options for condominium units.
- L. A floor plan of the condominium unit offered for sale.
- M. A description of any appliances and other personal property included with a unit offered for sale.
- N. A statement of the terms and conditions of sale, including estimated itemized closing and settlement costs, taxes and expected special assessments levied either by the condominium or an entity of government.

O. A statement of the estimated operating budget for the condominium project, projected for a period of one year from the expected date that control of the project would pass to the Board of Managers. The projected operating budget shall include:

1. Operating costs, such as costs for utilities, heating fuels, janitorial services, trash and garbage disposal, ground and building maintenance, security, maintenance or recreational and other facilities, building insurance, elevator maintenance, sidewalk and street maintenance and taxes. Said costs shall at least be shown in the aggregate and identified as operating costs.
2. Management costs, such as the costs of management fees, accounting and bookkeeping services and legal services. Said costs shall at least be shown in the aggregate and identified as management costs.
3. Reserve costs, such as reserves for improvements, unexpected repair work, and replacement and upkeep of common areas and facilities. Said costs shall at least be shown in the aggregate and identified as reserve costs.

P. A statement of the provisions the developer has made to cover the proposed operations and maintenance budget in the event an insufficient number of units are sold.

Q. A report from a professional engineer or architect, licensed by the State, describing the condition and expected useful life of the following structural elements at least thirty (30) days prior to closing a sales contract:

1. Roof.
2. Foundation.
3. External and supporting walls.
4. Mechanical, electrical, plumbing, heating and structural elements.
5. All other common facilities.

To the extent possible, all said descriptions shall be provided together with an estimate of repair and replacement costs at current market prices for those elements which need repair or replacement.

R. A statement setting forth the maximum number of occupants permitted by Village Code for each dwelling unit contained within the condominium development. Each such dwelling unit shall be clearly and accurately identified so as to be easily referenced by a person reading the statement.

S. A statement verifying the number of applications of roofing systems existing on the building. If more than two (2) applications of roofing systems exist, the developer shall provide an estimate of cost for a complete tear-off of the old roofing systems and the application of a new roofing system.

T. A statement indicating that the electrical service for each condominium unit is in compliance with subsection 12-3-8E of this Article, the Condominium Ordinance, and containing a list of condominium units, identified by number, which indicates the size of the electrical service in ampere for each unit.

U. A statement indicating that the electrical service for the building, based upon the per unit electrical service requirements of subsection 12-3-8F of this Article, the Condominium Ordinance, is equal to or greater than the electrical service requirements set forth in article 220 of the National Electric Code (1993) and setting forth service load calculations for the condominium building which provide substantially the same information contained in the "Service Load Calculation" form for multiple-family dwellings included at the end of this Section as Exhibit A.

EXHIBIT A

**SERVICE LOAD CALCULATIONS
MULTI-FAMILY DWELLINGS**

Article 220 of National Electric Code

NAME _____ **ADDRESS** _____

Building Dimensions (outside) Length _____ Width _____ Floors _____ # of Apts/Units _____

Existing Service Type _____ Wire _____ Volts _____ Amps _____

GENERAL LIGHTING LOAD

Square foot area per floor _____
 Total square foot area _____
 Times (3) VA per square foot _____
 Appliance Circuits () x 1500 VA each _____
Total VA _____

DEMAND

First 3,000 VA @ 100% _____
 From 3,001 to 120,000 @ 35% _____
 Remainder over 120,000 @ 25% _____
Subtotal _____

ADD

Total Public Load @ 100%

- | | | | | | | | |
|----------------|-----|--|---|-------|------------------|-------|-------------|
| (Table 220.19) | () | Electric Ranges | @ | _____ | VA each | _____ | _____ |
| | () | Garbage Disposals | @ | _____ | VA each | _____ | Volts _____ |
| | () | Dishwashers | @ | _____ | VA each | _____ | Volts _____ |
| | () | Clothes Dryers | @ | _____ | VA each | _____ | Volts _____ |
| | () | Hot Water Heaters | @ | _____ | VA each | _____ | Volts _____ |
| | () | Air Conditioners | @ | _____ | VA each | _____ | Volts _____ |
| | () | Electric Heating Units | @ | _____ | VA each | _____ | Volts _____ |
| | () | Miscellaneous Motors | | _____ | Total Horsepower | | |
| | () | Other Miscellaneous, fixed appliances over 600 VA each | | | | | |

TOTAL VA _____

TOTAL AMPS REQUIRED _____

PREPARED BY _____

DATE _____

ELECTRICAL CONTRACTOR _____

PHONE _____

ONE LINE RISER DIAGRAM ON REVERSE SIDE IF REQUIRED

12-3-3: REQUIRED PROPERTY REPORT DISCLAIMER

Each property report shall contain on the first page the following statement, conspicuously shown in capital letters:

THE VILLAGE OF OAK PARK MAKES NO JUDGMENT ON THE STATEMENTS IN THIS PROPERTY REPORT. ORAL REPRESENTATIONS ARE NOT BINDING ON THE DEVELOPER. ONLY REPRESENTATIONS MADE IN WRITING ARE BINDING ON THE DEVELOPER.

12-3-4: CONDOMINIUM WARRANTY PROVISIONS:

A. Any developer of a property submitted subject 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. Central heating plant.

B. Said warranty shall cover the defects listed in this Section for a period of fifteen (15) months 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 assure 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 Illinois a sum equal to two percent (2%) of the total of each unit sale price. The developer shall provide proof satisfactory to the Director at the time of application for a real estate transfer tax stamp pursuant to Section 23A-1-1 *et seq.* of this Code, as amended, that the escrow account has been or will be established upon closing. Said sum shall remain in escrow for a period of not less than fifteen (15) months 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. The developer shall notify the Director by registered or certified mail that control of the condominium project has passed to the Board of Managers within five (5) days of the passage of control. At least sixty (60) days prior to the termination of the escrow period, the

developer shall notify the Board of Managers and the affected unit owners by certified mail of the date upon which the escrow will terminate. If the required prior notice has been given and no notice of claim by any unit owner is received within the fifteen (15) month 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.

12-3-5: CONDOMINIUM CODE INSPECTIONS:

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 Director within three (3) business days from the date said 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 Director when the notice of intent to convert is received by the Director.

B. Any code violations and deficiencies detected during an inspection of projected condominium units and common elements and facilities should be corrected by the developer at least thirty (30) days prior to the closing of a sales contract on any condominium unit to provide the Director with adequate time to perform a reinspection of the premises and prepare the inspection report and certificate for delivery to the prospective purchaser by the developer at or prior to closing as required in subsection 12-3-5F of this Section. Said corrections shall be evidenced by a code inspection report and certificate of code compliance, except as provided in subsection 12-3-5C of this Section, issued by the Director.

C. If substantial rehabilitation is being performed as part of a conversion to condominium, the Director 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 Director shall conduct annual building inspections of all common elements, all common facilities, and at least ten percent (10%) (but never less than one unit) of the unsold condominium units.

E. Subsequent to the sale of all condominium units, the Director 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 contract.

12-3-6: CONVERSION NOTIFICATION REQUIREMENTS:

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

B. Any person who was a tenant upon the date of receiving a notice of intent to record a declaration of condominium and whose tenancy expires other than for cause prior to one hundred twenty (120) days thereafter shall have the right to extend his tenancy on the same terms and conditions and for the same rental cost until the one hundred twenty (120) day period expires.

C. An exception to the requirement of subsection 12-3-6B of this Section shall be provided for any tenant who is sixty five (65) years or over or who is physically handicapped or physically disabled. Any said tenant whose tenancy expires other than for cause prior to one hundred eighty (180) days after receiving a notice of intent to record a declaration of condominium shall have the right to extend his tenancy on the same terms and conditions and for the same rental cost until the one hundred eighty (180) day period expires.

D. No rental lease shall be executed between an owner or his agent and a prospective new tenant in a property for which notice of intent to record a declaration of condominium has been given to existing tenants unless the prospective new tenant initially is notified in writing of the intended recordation. No lease shall be executed so as to stipulate an expiration date prior to one hundred twenty (120) days from the date the lease becomes effective.

12-3-7: RELOCATION ASSISTANCE

Special consideration shall be given to tenants who would or could experience severe hardships in relocating, if necessary, after receiving a notice of intent to submit a property to the provisions of the Illinois Condominium Property Act. The following provisions are included to alleviate said hardships:

A. A condominium developer shall inform all tenants electing not to purchase condominium units that relocation counseling or assistance may be available by contacting the Oak Park Housing Authority, Oak Park Housing Center or other appropriate agencies.

B. A condominium developer shall disclose in writing the following language to a tenant electing not to purchase a condominium unit:

Tenants who find it necessary to move may be eligible for rental assistance payments through the Housing Authority of the Village of Oak Park located at 328 North Austin Boulevard. All tenants desiring assistance are encouraged to inquire about the Housing Authority programs.

The Housing Authority will make every effort to help, although Federal funds available for rental assistance payments are limited. Tenants eligible for assistance must have an annual income not in excess of the income standards set for this area by the Department of Housing and Urban Development. Tenants meeting this standard shall receive some priority consideration from the Housing Authority under its standards for tenants who are about to be without housing due to no fault of their own.

C. Apartment building owners who receive rehabilitation grant assistance from the Oak Park Community Development Block Grant program shall be required to offer, on a priority basis, any unleased units so assisted to eligible tenants displaced by condominium conversions within the Village.

12-3-8: CODE REQUIREMENTS:

Every condominium unit shall contain the following:

- A. Ground fault interrupted (GFI) outlets in kitchen and bathroom.
- B. All electrical outlets shall be grounded.
- C. A light fixture in all storage rooms or within fifteen feet (15') of all storage areas defined by wire or other transparent wall material.
- D. A minimum of three (3) reasonably spaced, grounded electrical outlets in each habitable room in addition to any other electrical fixture which is located in any such room.
- E. Each dwelling unit in a condominium must have a minimum of 60 amp electric service. Electric service of less than 60 amp must be replaced with 100 amp electric service.
- F. The electrical service to the condominium building shall be equal to or greater than that required by article 220 of the National Electric Code (1993) for a building which complies with the per unit electrical service requirements of subsection 12-3-8E of this Section.

12-3-9: CONDOMINIUM SALES CONTRACT; RIDER REQUIRED:

The seller of every condominium unit within the Village shall include a rider to every sales contract for the sale of a condominium unit within the Village which must be separately executed by the seller and purchaser and which shall read, in bold print, as follows:

The Seller has notified the Purchaser, and the Purchaser acknowledges receipt of notification from the Seller that the Village of Oak Park has enacted a Condominium and Condominium Conversion Ordinance, setting forth regulations which, among other things, provide BUYER PROTECTION BENEFITS included in the enumerated Section of the Ordinance as follows:

Section 12-3-2: At least 30 days prior to closing a sales contract...a developer shall prepare and file with the Director of the Development Customer Services Department a property report and shall certify by affidavit that all disclosures are true to the best of the developer's knowledge and belief...

Section 12-3-2-R: The maximum number of occupants permitted by the Village Code for this dwelling unit is listed in the Property Report required to be on file with the Director of the Development Customer Services Department.

Section 12-3-4A to E: Condominium warranty provisions...A copy of the warranty shall be filed with the Director of the Development Customer Services Department...

Section 12-3-5A: A developer submitting a property to the provisions of the Illinois Condominium Property Act shall file a notice of intent to convert with the Director of the Customer Services Department of the Village, within three (3) business days from the date said notice is given to the tenants of the property. A code inspection...shall be scheduled....

Section 12-3-5B: Any code violations and deficiencies...should be corrected by the developer at least 30 days prior to the closing of a sales contract on any condominium unit to provide the Department of Development Customer Services with adequate time to perform a reinspection of the premises and prepare the required report and certificate. Said corrections shall be evidenced by a code inspection report and certificate, or partial certificate, of code compliance which shall be presented by the developer to the Purchaser prior to or at closing.

Section 12-4-11: The Purchaser has the right to rescind any sale not in substantial conformance with this Article or to seek damages therefor.

All of the above provisions must be satisfied prior to closing. If you have any questions or need additional information, please call the Director of the Development Customer Services Department at (708) 383-6400.

12-3-10: CONDOMINIUM DEVELOPMENT MEETING; REQUIRED:

The developer shall schedule an informational meeting at the Village Hall with the Director and Director of Community Relations at least ninety (90) days prior to filing the declaration in the case of new construction or within thirty (30) days of providing notice to tenants of an existing building of the developer's intention to file a declaration to convert such building to a condominium building in accordance with the Illinois Condominium Property Act.

The purpose of the meeting will be for the Village to provide the developer and developer's agents with information concerning the application of the Village's fair housing and condominium development laws and regulations to the developer's condominium development.

12-3-11: VIOLATION PENALTIES:

Any person found guilty of violating any of the provisions of this Article 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 (180) 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 Civil Practice Act (735 ILCS 5/1 et seq.). Repeated offenses in excess of three (3) within any one hundred eighty (180) day period may also be punishable as a misdemeanor 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 (65 ILCS 5/1-2-1.1) under the provisions of the Illinois Code of Criminal Procedure in a separate proceeding.

Each failure to comply with the provisions of this Article 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 violation.

The rights, obligations and remedies set forth in this Article 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 with any provision of this Article and in addition shall have the right to rescind any sale not in substantial conformance with this Article or may seek damages therefor.

12-3-12: STATE STATUTORY TIE-IN PROVISIONS:

Except where modified or supplemented by this Article, all provisions contained in the Illinois Condominium Property Act, as amended, shall apply to properties submitted to the provisions of said Act.

**CHAPTER 22
STREETS AND SIDEWALK**

**Article 8
STREET NAMES AND HOUSE NUMBERS**

22-8-1: CONTINUATION OF STREET NAMES:

The names of the streets and avenues within the Village shall be and remain as follows unless they or any of them are changed by ordinance or resolution subsequent thereto:

Adams Street
Alexander Lane¹
Augusta Street
Austin Boulevard
Baldwin Lane
Belleforte Avenue
Berkshire Street
Bishop Quarter Lane¹
Carpenter Avenue
Cedar Court
Chestnut Lane
Chicago Avenue
Clarence Avenue
Clinton Avenue
Columbian Avenue
Cuyler Avenue
Division Street
East Avenue
Edmer Avenue
Elizabeth Court
Elizabeth Trail¹
Elmwood Avenue
Erie Court¹
Erie Street
Euclid Avenue
Fair Oaks Avenue
Fillmore Street

Flourney Street
Forest Avenue
Forest Place¹
Francisco Terrace¹
Frank Lloyd Wright Lane¹
Garfield Street
Greenfield Street
Grove Avenue
Gunderson Avenue
Harlem Avenue
Harlem Court
Harrison Street
Harvard Street
Harvey Avenue
Hayes Avenue
Hemingway Lane¹
Highland Avenue
Holley Court
Home Avenue
Humphrey Avenue
Hunter Court
Iowa Street
Jackson Boulevard
Kenilworth Avenue
Lake Street
LeMoyne Parkway
Lenox Street
Lexington Street
Lincoln Trail
Linden Avenue
Lombard Avenue
Lyman Avenue
Madison Street
Maple Avenue
Mapleton Avenue
Marion Court
Marion Street
Miller Avenue
Monroe Street
North Avenue
North Boulevard
Oak Park Avenue
Ontario Court
Ontario Street

Paulina Street
Pennsylvania Way
Percy Julian Square¹
Pleasant Place
Pleasant Street
Prairie Way
Randolph Street
Ridgeland Avenue
Roosevelt Road
Rossell Avenue
Schneider Avenue
Scoville Avenue
South Boulevard
Superior Street
Susan Collins Lane¹
Taylor Avenue
Thomas Street
Van Buren Street
Walnut Way
Washington Boulevard
Wenonah Avenue
Wesley Avenue
Westgate Street
Wisconsin Avenue
Woodbine Avenue

Note:

1. Indicates a privately owned street recognized by the Village of Oak Park for the purposes of the delivery of mail and emergency services.

22-8-2: NORTH-SOUTH BASE OR DIVIDING LINES:

That part of each north and south street lying south of the right of way of the Galena division of the Chicago and Northwestern Railway Company, shall bear prefix "South" and that part lying north of such line shall bear prefix "North"; except, however, that on the west side of Austin Boulevard and on the east side of Harlem Avenue, the base line shall be Madison Street, and that part of Austin Boulevard and Harlem Avenue lying north of Madison Street shall bear the prefix "North" and that part of these streets lying south of Madison Street shall bear the prefix "South".

22-8-3: SYSTEM OF NUMBERING:

A. On all of the east and west streets of the Village the method of numbering houses and lots thereon is established as follows: Each twenty five feet (25') of frontage shall be given a

separate number and numbered consecutively from the eastern limits of the Village west to the western limits of the Village. The odd numbers shall be on the south and the even numbers on the north sides. The first numbers beginning at Austin Boulevard, except on Roosevelt Road and on North Avenue, shall be one and two (2) respectively. The first number on Roosevelt Road shall be six thousand (6000) and the first number on North Avenue shall be six thousand one (6001), thence westerly to Harlem Avenue. The numbers shall be graduated upon the basis of eight (8) blocks in each mile (i.e., there shall be assigned to each mile 800 numbers, or 100 numbers to each $\frac{1}{8}$ of a mile; such numbers shall change from 100 to the succeeding hundred at the intersecting street nearest to such $\frac{1}{8}$ mile line).

B. On all of the north and south streets of the Village, except on Austin Boulevard and Harlem Avenue, as hereinafter specified, the right of way of the Galena division of the Chicago and Northwestern Railway Company shall be taken as the dividing line and each twenty five feet (25') of frontage shall be given a separate number, extending north to the northern limits and south to the southern limits of the Village, the first numbers north or south of such baseline being numbered one hundred (100) and one hundred one (101), respectively. The odd numbers shall be on the west side of such streets and the even numbers on the east side of such streets. There shall be assigned to each mile eight hundred (800) numbers, or one hundred (100) numbers to each one-eighth ($\frac{1}{8}$) of a mile, with the following exceptions:

1. In the territory north of such baseline and west of and including both sides of Oak Park Avenue: All numbers south of Ontario Street shall be from one hundred (100) to two hundred (200); between Ontario Street and Erie Street, from two hundred (200) to three hundred (300); between Erie Street and Superior Street (and Superior Street extended from Oak Park Avenue to Forest Avenue) from three hundred (300) to four hundred (400); and between Superior Street and Chicago Avenue, from four hundred (400) to five hundred (500).

2. In the district south of such baseline bounded by Madison Street, Harrison Street, Grove Avenue and Harlem Avenue, the numbers between Madison Street and Monroe Street shall be from five hundred (500) to six hundred (600); between Monroe Street and Adams Street, from six hundred (600) to seven hundred (700); between Adams Street and Jackson Boulevard, from seven hundred (700) to eight hundred (800); and between Jackson Boulevard and Harrison Street, from eight hundred (800) to nine hundred (900).

3. In the district south of Harvard Street, entirely across the Village, the numbers between Harvard Street and 12th Street (Roosevelt Road) shall be from eleven hundred (1100) to twelve hundred (1200).

4. The method of numbering the houses and lots fronting on Austin Boulevard and on Harlem Avenue in the Village is hereby established as follows: Each twenty five feet (25') of frontage in the Village shall be numbered from Madison Street as a baseline, beginning with number two (2) on Austin Boulevard and with number one on Harlem

Avenue at the north line of Madison Street and increasing toward the north, and beginning with number two (2) on Austin Boulevard and with number one on Harlem Avenue at the south line of Madison Street and increasing toward the south, using the same numerical basis or system, as nearly as practicable, as that now adopted by the city of Chicago and applicable to the east side of Austin Boulevard.

22-8-4: LOT NUMBER ATLAS:

The Director of Public Works is hereby directed to prepare proper plats or maps showing each lot in the Village with the proper number thereon, in accordance with and as provided by section 22-8-3 of this article, which plats or maps when made and approved by the Board of Trustees shall become a part of the records of the Village and such plats constituting a lot number atlas shall be open to inspection during the office hours of such Director.