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IN THE  
APPELLATE COURT OF ILLINOIS  
SECOND DISTRICT

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THE VILLAGE OF GLENDALE HEIGHTS,	)	Appeal from the Circuit Court
	)	of Du Page County.
Plaintiff-Appellant,	)	
	)	
v.	)	No. 11-CH-3695
	)	
ALBERT J. SCHNEIDER and GLEN AYRE	)	
ENTERPRISES, INC.,	)	Honorable
	)	Bonnie M. Wheaton,
Defendants-Appellees.	)	Judge, Presiding.

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JUSTICE SPENCE delivered the judgment of the court.  
Justices Jorgensen and Schostok concurred in the judgment.

**ORDER**

¶ 1 *Held:* The trial court acted within its discretion in refusing to order defendants to remedy all building code violations on their property, as the majority of the buildings are not currently being used. However, the trial court abused its discretion in not ordering defendants to correct building code violations in housing currently in use by defendant Schneider or his relatives. Therefore, we modified its permanent injunction to reflect this change, though it does not pertain to the residence at 24W051, because the Village did not re-inspect that structure in 2016.

¶ 2 Based on numerous building code violations, the Village of Glendale Heights (Village) obtained a permanent injunction against defendants, Albert J. Schneider and Glen Ayre Enterprises, Inc., prohibiting anyone not related by blood or marriage to Schneider from being on

the subject property without the Village's prior consent. The Village appeals, arguing that the trial court erred by not requiring defendants to also correct all code violations on the property. The Village alternatively argues that the trial court erred in denying its motion to modify the injunction, which sought to have defendants correct code violations in buildings occupied by Schneider or his relatives. We agree with the Village's latter argument and affirm as modified.

¶ 3

### I. BACKGROUND

¶ 4 On August 4, 2011, the Village filed a two-count complaint against defendants for equitable or other relief. The Village alleged as follows. Defendants owned about nine acres of real estate in the Village, at the corner of President and North Avenue. The property contained two large steel buildings with an attached structure, three homes, a barn, and a garage. The Village had adopted a municipal code and zoning ordinances. It had also adopted: the 2006 International Building Code; the 2006 International Property Maintenance Code; the 2006 International Residence Maintenance Code; and the 2008 National Electrical Code. Count I alleged 40 violations on the property of the Village's code and the adopted codes, largely related to the buildings' condition. It sought fines against defendants. Count II alternatively requested temporary and permanent injunctions, and, if necessary, the appointment of a receiver.

¶ 5 The Village filed a three-count, amended complaint on March 31, 2014. The allegations in count I were similar to those in the original complaint, but it requested a declaratory judgment that the property was in violation of the relevant codes. Count II sought temporary and permanent injunctions "requiring Defendants to correct the violations existing on the subject property alleged in the complaint and to restrain future violations permanently." Count III alleged that defendants were conducting business on the property without the necessary license from the Village, and it sought an injunction.

¶ 6 In the years that followed, the trial court entered various temporary restraining orders against defendants and granted several of the Village's motions for sanctions.

¶ 7 Meanwhile, on July 14, 2015, the Village filed a motion seeking to compel defendants to allow inspection of the clubhouse and field house buildings; the Village filed a similar motion on January 13, 2016. On May 11, 2016, it filed another motion seeking to compel inspection of the property, this time requesting access to the single family residences on the property, in addition to the clubhouse and field houses. On June 30, 2016, the trial court granted the Village leave to "inspect those portions of the property used for commercial purposes, excluding those portions used for residential purposes by members of Defendant Schneider's immediate family."

¶ 8 On August 24, 2016, the trial court granted the Village's motion for partial summary judgment on count III of the amended complaint. On September 7, 2016, it entered a detailed order to this effect, enjoining defendants from conducting any business activities on the property until they had, among other things, a Village business license. Count III is not at issue on appeal.

¶ 9 The trial court held a bench trial on counts I and II of the amended complaint on October 17 to 19, 2016. Anthony Rickard, the Village's code enforcement officer, testified as follows. The Village's code and the building codes that it incorporated were intended to preserve the health, safety, and welfare of the public, persons, and property. The property at issue was about 9.5 acres and consisted of the following: a two-story residential property with a basement with the address of 24W051; a two-flat residential home with the address of 24W035; a small, single-story structure identified as a co-op or workshop; a two-car, residential garage; a red barn structure, which was attached to some storage areas, which in turn was connected to a residential garage; a two-story residential property with the address of 24W017; a clubhouse with some attic

space used as residences; a metal field house with soccer facilities and batting cages; another metal field house; and paved areas that used to be tennis courts.

¶ 10 Rickard inspected the property twice in 2011, on April 29 and May 31. During the former inspection, he accessed the residences at 24W051 and 24W035 and saw numerous code violations. For both of these homes, there were loose, peeling, and missing shingles; holes and breaks in the exterior, which allowed water to penetrate and decay the wood; peeling paint; broken windows; and accumulation of rubbish around the exterior. The house at 24W035 was a two flat that had been divided. It had kitchen outlets that did not have a ground fault circuit interrupter; water lines that appeared to be plastic rather than copper; no carbon monoxide detector near the bedrooms; inoperable windows; a bedroom without an emergency egress; electric panels that were not labeled; significant water damage to the ceiling, including around a ceiling fan; an improper dry vent; closet light fixtures without globes; and rodent waste.

¶ 11 Rickard's inspection of 24W051 revealed decayed roof shingles; exposed and unsafe electrical wiring in various places; improper use of extension cords; living space in the basement without an emergency escape; a leak under the sink; substantial water damage to a portion of the upstairs ceiling; exposed closet light bulbs; and an improperly-wired outlet.

¶ 12 On May 31, 2011, Rickard inspected the clubhouse, field houses, the barn, some exterior grounds, and the residences at 24W017 and 24W051. The clubhouse and field houses had a number of electrical issues like exposed, damaged, and corroded equipment. There were also many plumbing issues, disconnected pipes, and inoperable fixtures. The field houses had damaged ceiling insulation that was hanging down. The clubhouse and mechanical room had plumbing leaks, and equipment in the pool room had been installed in an unsafe manner. The barn had decayed wood that rendered it structurally unsafe, and the exterior premises had some

inoperable vehicles and areas with large accumulations of debris. The residence at 24W017 had a closet light without an enclosure; water damage to the ceiling and wall; a bathroom outlet that was not grounded; a broken window; misuse of extension and flexible cords; and an outside bulb hanging by exposed electrical wiring. Rickard described his re-inspection of 24W051, stating that the code violations had not been fixed.

¶ 13 Rickard inspected defendants' property twice in 2016, on July 28 and October 11. On the former date, he inspected the field houses and the club house, but he was not permitted access to the other buildings. Generally, the prior violations had not been remedied. He also observed the exteriors of the residences at 24W035 and 24W051 and saw peeling paint, decaying roofs, and windows in disrepair. On October 11, 2016, Rickard was allowed limited access to the interiors of 24W017 and 24W035; he was not allowed inside 24W051. At 24W017, he saw kitchen and bathroom outlets that were not "GFCI" protected; improper kitchen and bathroom sink plumbing; cracked and broken windows; bathroom waterlines without a water shutoff valve; unsanitary bathroom conditions; a front door deadbolt that was keyed on both sides of the door; improper BX electrical wiring; a deteriorating basement bathroom wall; a new, non-conforming water heater that had been installed without a permit; a nonconforming flex gas line; basement windows that were in disrepair and not "egress compliant"; an electrical panel without labels; decaying window trim; a severely decayed roof; decaying brick mortar; an outdoor stairway that was replaced without a permit; and a new "electrical nest" that was installed without a permit.

¶ 14 At 24W035, he saw improper bathroom plumbing; kitchen outlets that were not "GFCI protected"; improper plastic pipes for the water heater; inadequately-marked electric panels; improper use of extension cords; water-damaged flooring; water damage and cracks in the

ceiling; broken windows; an improper dryer vent; an unsanitary shower that was leaking; an inoperable thermostat; and a closet bulb without a fixture.

¶ 15 Rickard identified photographs that he took of the buildings during all of the inspections. Rickard opined that the conditions he observed on July 28 and October 11, 2016, were substantially the same as the conditions that he observed during his prior inspections of April 29 and May 21, 2011. He opined that the conditions violated Village ordinances and the building codes adopted by the Village, as alleged in the amended complaint. He admitted on cross-examination that at least two of the 40 alleged violations had been fixed.

¶ 16 Schneider provided the following testimony. He resided in Carol Stream and was the officer of Glen Ayre Enterprises. The subject property consisted of four parcels. He owned parcel number 0504201001, and Glen Ayre Enterprises owned parcels numbers 0504202002, 0504202004, and 0504202005. Schneider's parcel had two residences on it, 24W035 and 24W051. The remaining structures were on parcels owned by Glen Ayre Enterprises.

¶ 17 The property used to be located in unincorporated Du Page County, but it was annexed into the Village in 2000. Some of the building conditions at issue existed at the time of annexation. Further, smoke detectors were present during the 2011 inspections, and there were no overhead electrical services cables. Schneider described all of the repairs that he had made after May 31, 2011. Specifically, he painted the barn and made roof repairs to it, and he removed inoperable vehicles. He could not find any exterior holes in the walls at 24W035, but he had some tuck pointing done. He had also had roofing work and painting done at that location, as well as at 24W017 and 24W075. For all of the buildings at issue, the following repairs had been made: there were no broken windows; the window hardware was in compliance; there was an emergency escape route for every sleeping room; no non-habitable

spaces were used for sleeping; there was no “RomEx” wiring; openings on electrical equipment and junction boxes were closed; all circuits were listed on junction boxes; closet light fixtures were enclosed; the dumpsters were covered; flexible drains had been replaced with solid pipes; water shut off handles were installed; exposed electrical conductors were covered; extension cords for appliances were not allowed; compliant kitchen and bathroom outlets were installed, with the exception of the kitchen in the second floor of 24W035; electrical boxes and switches were covered; a hanging light bulb was corrected; plumbing leaks had been repaired; and defendants were not renting to anyone. There was still PVC pipe used for water at 24W035, but it would be replaced with copper or galvanized pipe when they remodeled it.

¶ 18 The trial court made an oral ruling on October 19, 2016, ruling in the Village’s favor on counts I and II of the amended complaint. It found as follows. It had sanctioned defendants for not allowing inspection of the entire premises, and Schneider’s argument that certain areas were exempt as owner-occupied had no basis in the law. It was “typical of the gamesmanship that Mr. Schneider [had] played with this case for the past five and a half years.” As a sanction, the trial court had prohibited defendants from testifying about any areas where access was denied. Schneider’s testimony was “less than credible,” whereas Rickard’s testimony was credible and entitled to more weight. Rickard’s pictures adequately demonstrated the conditions in 2011 and 2016, whereas Schneider’s testimony “did not even begin to address the violations,” and “the purported remedies \*\*\* were mostly cosmetic.” The trial court continued:

“[T]he buildings that are described in the pictures and which were the subject of testimony are not fit for human occupancy let alone human habitation. To call these buildings pigstys [*sic*] would be an insult to pigs. I can’t imagine any person or corporation who is right thinking to allow occupancy of these buildings, to allow humans

to inhabit these buildings or to allow persons who are members of the general public to come on these properties for any purpose whatsoever.

I believe that the village under all of the relevant statutes and ordinances has the right to look out for the health, safety, and well fair [*sic*] of the general community. If Mr. Schneider and his family wish to reside in something like this, that's their problem. But for them to expect other human beings to give anything of value to reside in this property is beyond the Court's comprehension.

\* \* \*

I believe that Mr. Schneider over the past five and a half years has demonstrated that he has no intention of complying with the orders of this Court, so that any fines that may be assessed by the Court would be completely inadequate to remedy the condition which presents a danger to the health, safety and well fair [*sic*] of the community; therefore I will enter an order which prohibits defendants \*\*\* from allowing any person who is not related by blood or marriage to [Schneider] from being on the property for any purpose without prior written consent of the Village \*\*\*.”

Anyone that Schneider hired to conduct repairs had to be qualified, such as through licensure. If he chose not to remedy the buildings at issue, it would be “up to him to determine whether they will just be allowed to fall to the ground.” The premises' condition was clearly a danger to anyone who might come on the property. If there were people unrelated to Schneider who were residing on the property, they were required to vacate the premises within 14 days.

¶ 19 On October 26, 2016, the trial court entered a written order in the Village's favor, which listed 38 building code violations. It amended its oral ruling to require that non-relatives of Schneider leave the premises within 30 days. The trial court stated to some individuals who



were present at the hearing, “There are so many health and safety violations on this property that I think the Village inspectors and certainly I live in fear that something is going to happen that will endanger your life as long as you are occupying the premises.”

¶ 20 On November 3, 2016, the Village filed a motion to modify the judgment as to count II. It requested that the trial court: (1) require defendants to provide the Village with a list of Schneider’s blood or marital relations who were occupying the property and specify the residence in which they were living; (2) require defendants to correct the conditions in any occupied building within 30 days; and (3) require defendants to make such repairs before any future occupancy by a relative of a different residence. The Village argued that these changes would conform to the relief it sought in its amended complaint. It maintained that, otherwise, the judgment was incongruous, in that it allowed some people to continue residing in conditions that the trial court had labeled as dangerous.

¶ 21 In response, defendants argued as follows. When the Village served them with a request for inspection in June 2015, it sought to access the property, including the clubhouse’s and field houses’ interiors and exteriors, but none of the residences were specifically mentioned in the request. In ruling on the Village’s motions to compel inspection, the trial court consistently allowed inspection of only those portions of the property used for commercial purposes, and not occupied by Schneider’s family members. Schneider’s adult daughter, Jennifer, was living at 24W051, and the sanctions barring Schneider’s testimony did not concern that residence. The October 2014 agreed temporary restraining order enjoined the occupancy of the clubhouse attic units and the basement of 24W051, but not the remainder of that residence. The trial court’s ultimate ruling protected the general public, but it specifically allowed Schneider and his family to continue living at the property, if they so chose.

¶ 22 The trial court held a hearing on the motion to modify on January 27, 2017. It granted the Village's request to require defendants to provide a list of individuals related to Schneider who were living on the property, their ages, and indicate where on the premises they were living. It denied the remaining portion of the Village's motion, stating, "If there are other adults who are related by blood or marriage who choose to live in this squalor, that's on them. I'm not going to modify the rest of the order to include them."

¶ 23 The Village timely appealed. It seeks review of the trial court's ruling granting the permanent injunction for count II of the amended complaint and its ruling on the Village's motion to modify that ruling. The Village requests a modified permanent injunction requiring defendants to correct the all ordinance violations on the property, or alternatively those portions of the property occupied by Schneider's relatives.

¶ 24

## II. ANALYSIS

¶ 25 This appeal has been subject to various preliminary motions and orders. Schneider filed a *pro se* appellee brief on July 10, 2017. The Village moved to strike the brief and filed a motion for sanctions, with the latter motion requesting that we strike the brief, fine Schneider, and/or award the Village relevant attorney fees and costs against Schneider. We granted the motion to strike and gave leave to Schneider to file an amended brief. We ordered the Village's motion for sanctions to be taken with the case. Schneider filed a *pro se* amended appellee brief on September 15, 2017. The same day, he filed a motion to supplement the record, which we denied without prejudice subject to Schneider re-filing the motion with an affidavit. On October 10, 2017, the Village filed a motion to strike Schneider's amended brief. We ordered the motion to strike to be taken with the case as well. Schneider re-filed his motion to supplement the

record. The Village filed an objection, and we ordered the motion to supplement to be taken with the case.

¶ 26 First, we deny Schneider's motion to supplement the record, as we agree with the Village's argument that the supplementary documents are either already part of the record or are not relevant to issues the Village raises in its appeal. Second, we grant the Village's motion to strike Schneider's amended appellee brief. Schneider's brief fails to comply with the substantive requirements of Illinois Supreme Court Rule 341 (eff. July 1, 2017) in the most basic sense, as it lacks any citation to the record or to legal authority, and the arguments are not responsive to the issues raised by the Village on appeal. Last, regarding the Village's motion for sanctions, we have already struck Schneider's original and amended briefs, and we believe that this provides sufficient relief. Therefore, we decline to impose an additional monetary sanction. We note that there is now effectively no appellee's brief in this case, but as the record and issues are simple enough that we can address the claimed errors raised on appeal, we proceed to do so under the guidelines set forth in *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976). See *Hall v. Country Casualty Insurance Co.*, 204 Ill. App. 3d 765, 772 (1990).

¶ 27 We now turn to the merits of the appeal. The Village cites section 11-13-15 of the Zoning Enabling Act (65 ILCS 5/11-13-15 (West 2016)), which is designed to protect the safety of occupants of buildings found to be in violation of applicable building codes. *Lanski v. American National Bank & Trust Co. of Chicago*, 122 Ill. App. 3d 729, 731 (1984). It allows a municipality to bring an action:

“ (1) to prevent the unlawful construction, reconstruction, alteration, repair, conversion, maintenance, or use, (2) to prevent the occupancy of the building, structure, or land, (3)

to prevent any illegal act, conduct, business, or use in or about the premises, or (4) to restrain, correct, or abate the violation.”

The statute provides that, in furtherance of these purposes, “a court with jurisdiction of such action or proceeds has the power and in its discretion may issue a restraining order, or a preliminary injunction, as well as a permanent injunction, upon such terms and under such conditions as will do justice and enforce the purposes set forth above.” *Id.* Accordingly, under section 11-13-15, the trial court has the discretion to issue an injunction and determine its scope.

¶ 28 Typically, a party seeking a permanent injunction must show (1) a clear and ascertainable right needing protection; (2) irreparable harm if the injunction is not granted; and (3) a lack of an adequate remedy at law. *Robrock II, v. County of Piatt*, 2012 IL App (4th) 110590, ¶ 64. However, where a public body brings an action under a statute that explicitly provides injunctive relief, such as section 11-13-15, it is not required to plead or prove irreparable harm or an inadequate remedy at law. *Village of Riverdale v. Allied Waste Transportation, Inc.*, 334 Ill. App. 3d 224, 228-229 (2002). Instead, the plaintiff must show that the statute was violated and allows for injunctive relief. *Id.* at 229. This is because harm to the public at large can be presumed from the statutory violation alone. *Id.* “Once it has been established that a statute has been violated, no discretion is vested in the circuit court to refuse to grant the injunctive relief authorized by that statute.” *People ex. rel Sherman v. Cryns*, 203 Ill. 2d 264, 278 (2003). This is true even though section 11-13-15 states that trial court “may” issue an injunction (65 ILCS 5/11-13-15 (West 2016)). See *People ex rel. Madigan v. Petco Petroleum Corporation*, 363 Ill. App. 3d 613, 627 (2006). That being said, the scope of the injunction necessarily remains within the trial court’s discretion. See 65 ILCS 5/11-13-15 (West 2016) (court may issue a permanent injunction “upon such terms and under such conditions as will do justice and enforce the

purposes set forth above”); *People v. Smith*, 2012 IL App (1st) 113591, ¶ 24 (“Generally, an injunction should be reasonable and should be only as broad as is essential to safeguard the rights at issue.”)

¶ 29 The Village argues that the trial court erred in entering judgment for a permanent injunction against defendants as to count II of the amended complaint without requiring defendants to correct the building code violations and enjoining them from future violations, as the Village had requested in its prayer for relief.

¶ 30 The Village analogizes this case to *City of Chicago v. Exchange National Bank*, 51 Ill. 2d 543 (1972). There, an apartment building under construction deviated from the plans on which the building permit was issued, thereby violating building ordinances. *Id.* at 544. The trial court fined the owner but refused to order any reconstruction, stating that the city had failed to prove that the public welfare required such changes. *Id.* at 546. The appellate court reversed this portion of the ruling and held that the building owner was required to correct the ordinance violations, and the supreme court affirmed. *Id.* at 547. It stated that it was not the city’s burden to prove that the public welfare required enforcement of the ordinance, but rather the defendants’ burden to overcome this presumption, which they failed to do. *Id.* at 546. Three other cases that the Village cites relied on *Exchange National Bank* to reach similar results. See *City of Chicago v. Handler*, 7 Ill. App. 3d 940 (1972); *City of Chicago v. Jachimowski*, 6 Ill. App. 3d 917 (1972); *City of Chicago v. Handler*, 6 Ill. App. 3d 915 (1972).

¶ 31 The Village argues that, as in the cited cases, the trial court here found violations of building ordinances but did not require defendants to correct them. The Village maintains that because the trial court found that the Village met its burden of proving the violations, and because defendants did not present evidence overcoming the presumption that the Village’s

enforcement of its ordinances was undertaken for the public health, safety, and welfare, the trial court abused its discretion in failing to order the relief the Village requested in count II.

¶ 32 The Village points out that the trial court stated that the premises were not “fit for human habitation” and that people living there would be endangering their lives “because of the conditions that exist on the property.” The Village argues that the trial court’s decision allows Schneider and his relatives to indefinitely reside in buildings that the trial court found to be uninhabitable and also allows them to let buildings on the property fall to the ground if they choose. However, the Village argues that Schneider and his relatives are members of the public whom the Village has the right to protect. The Village argues that it has essentially been prevented from uniformly exercising its police powers to enforce its ordinances as to all land and improvements located within its jurisdictional boundaries. The Village argues that given the trial court’s findings and the Village’s right under the statute to protect the public, the trial court’s failure to require defendants to correct the ordinance violations was arbitrary and unreasonable.

¶ 33 The Village alternatively argues that the trial court erred in denying its request in its motion to modify the judgment to require defendants to correct the violations in residences currently occupied by Schneider or his relatives. Whether to grant or deny a motion to reconsider is within the trial court’s discretion, and its decision will not be reversed absent an abuse of that discretion. *General Motors Acceptance Corp. v. Stoval*, 374 Ill. App. 3d 1064, 1078 (2007). Here, the trial court stated, “If there are other adults who are related by blood or marriage who choose to live in this squalor, that’s on them. I’m not going to modify the rest of the order to include them.” The Village points out that defendants’ response to the Village’s motion to modify admitted that Schneider’s adult daughter Jennifer was residing at 24W051. The Village argues the trial court’s ruling was arbitrary and unreasonable because it allows

Jennifer to continue occupying an uninhabitable building without requiring that the home's ordinance violations be corrected. The Village takes the position that the trial court's decision fails to recognize that defendants' use of the property is subordinate to the Village's legitimate exercise of its police powers.

¶ 34 In regards to the Village's primary argument, we conclude that the trial court did not abuse its discretion by not requiring defendants to correct all ordinance violations on the property, as the Village had sought in count II. Under the trial court's rulings, defendants are not presently allowed to conduct commercial activity on the property or rent out the houses. Indeed, no members of the public are allowed on the property without the Village's prior permission. Since the purpose of section 11-13-15 is to protect the safety of occupants of buildings found to be in violation of applicable building codes (*Lanski*, 122 Ill. App. 3d at 731), it was logical for the trial court to refuse to order the repair of buildings that are not currently occupied or in use. In other words, if defendants determine that it is no longer commercially viable to make use of the field houses and/or other structures, it would not make sense to order their repair. In this manner, this situation is readily distinguishable from *Exchange National Bank* and related cases, as those apartment buildings were being built with the express goal of occupancy. Here, in contrast, it is unknown what defendants will ultimately choose to do with their property.

¶ 35 The Village's alternative argument, that defendants should be ordered to correct the code violations in occupied residences, presents a more difficult question. We note that the Village's July 14, 2015, and January 13, 2016, motions seeking to compel defendants to allow inspection of the property requested access to the clubhouse and field house buildings. The Village later filed a motion to compel inspection on May 11, 2016, which sought access to the single family residences on the property in addition to the commercial structures. The trial court's June 30,

2016, order gave the Village leave to “inspect those portions of the property used for commercial purposes, excluding those portions used for residential purposes by members of Defendant Schneider’s immediate family.” Thus, the Village’s initial focus appeared to be on the commercial buildings and members of the general public, and the trial court followed suit in the manner in which it allowed inspections. The trial court’s comments specifically show that it believed that Schneider and his adult family members should be allowed to live in the buildings with code violations, if they so chose, without being required to undertake any repairs.

¶ 36 However, we agree with the Village that Schneider and his relatives are also members of the public that section 11-13-15 and the Village’s building codes are designed to protect, and that the relief the Village sought in its amended complaint would encompass them. It is true that “[i]njunctive relief should not go beyond the need to protect the legitimate interests of the plaintiff and should not unduly burden the defendant.” *Stampede Tool Warehouse, Inc v. May*, 272 Ill. App. 3d 580, 590-91 (1995). Still, as the trial court found that the violations endangered the health and safety of any individuals continuing to reside in the homes, it follows that the health and safety of Schneider and any of his relatives who might be living there are also at risk. The Village has power to seek to protect them through code enforcement, even against their wishes. In other words, the Village has a legitimate interest to protect *all* members of the public, even Schneider and his kin, and it is not an undue burden to require defendants to comply with applicable building codes for occupied residences. Therefore, the trial court abused its discretion in denying the Village’s request in its motion to modify to require defendants to correct the violations in residences currently inhabited by Schneider and his relatives. That being said, the proofs at trial did not include any interior inspection for 24W051 in 2016 (due to limitations made in trial court orders that the Village has not challenged on appeal), so the Village could not



prove that the building violations that existed in 2011 at that residence were still present in 2016. The trial court's finding of building violations likewise do not relate to this property. Accordingly, based on our authority under Illinois Supreme Court Rule 366(a)(5) (eff. Feb. 1, 1994), we modify the permanent injunction issued pursuant to count II to require defendants to correct violations of the Village's ordinances in any occupied residences on the property, other than 24W051, within 30 days. Any requests for extensions of this time may be made to, and resolved by, the trial court.

¶ 37

### III. CONCLUSION

¶ 38 For the reasons stated, we modify the permanent injunction as expressed above. The judgment of the Du Page County circuit court is affirmed in all other respects.

¶ 39 Affirmed as modified.