



Rep. André Thapedi

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1 AMENDMENT TO SENATE BILL 948

2 AMENDMENT NO. _____. Amend Senate Bill 948 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Community Association Manager Licensing
5 and Disciplinary Act is amended by changing Sections 5, 10, 15,
6 25, 30, 50, 55, 60, 70, 75, 85, 90, 92, 155, and 165 as follows:

7 (225 ILCS 427/5)

8 (Section scheduled to be repealed on January 1, 2020)

9 Sec. 5. Legislative intent. It is the intent of the General
10 Assembly that this Act provide for the licensing and regulation
11 of community association managers ~~and community association~~
12 ~~management firms~~, ensure that those who hold themselves out as
13 possessing professional qualifications to engage in the
14 business of community association management are, in fact,
15 qualified to render management services of a professional
16 nature, and provide for the maintenance of high standards of

1 professional conduct by those licensed to provide community
2 association management services.

3 (Source: P.A. 98-365, eff. 1-1-14.)

4 (225 ILCS 427/10)

5 (Section scheduled to be repealed on January 1, 2020)

6 Sec. 10. Definitions. As used in this Act:

7 "Address of record" means the designated address recorded
8 by the Department in the applicant's or licensee's application
9 file or license file maintained by the Department's licensure
10 maintenance unit. It is the duty of the applicant or licensee
11 to inform the Department of any change of address, and such
12 changes must be made either through the Department's website or
13 by contacting the Department's licensure maintenance unit.

14 "Advertise" means, but is not limited to, issuing or
15 causing to be distributed any card, sign or device to any
16 person; or causing, permitting or allowing any sign or marking
17 on or in any building, structure, newspaper, magazine or
18 directory, or on radio or television; or advertising by any
19 other means designed to secure public attention.

20 "Board" means the Illinois Community Association Manager
21 Licensing and Disciplinary Board.

22 "Community association" means an association in which
23 membership is a condition of ownership or shareholder interest
24 of a unit in a condominium, cooperative, townhouse, villa, or
25 other residential unit which is part of a residential

1 development plan and that is authorized to impose an
2 assessment, rents, or other costs that may become a lien on the
3 unit or lot.

4 "Community association funds" means any assessments, fees,
5 fines, or other funds collected by the community association
6 manager from the community association, or its members, other
7 than the compensation paid to the community association manager
8 for performance of community association management services.

9 "Community association management firm" means a company,
10 corporation, limited liability company, or other entity that
11 engages in community association management services through a
12 designated community association manager.

13 "Community association management services" means those
14 services listed in the definition of community association
15 manager in this Section.

16 "Community association manager" means an individual who
17 administers for remuneration the financial, administrative,
18 maintenance, or other duties for the community association,
19 including, but not limited to, any of the following services:
20 (A) collecting, controlling or disbursing funds of the
21 community association or having the authority to do so; (B)
22 preparing budgets or other financial documents for the
23 community association; (C) assisting in the conduct of
24 community association meetings; (D) maintaining association
25 records; or ~~and~~ (E) administrating association contracts, as
26 stated in the declaration, bylaws, proprietary lease,

1 declaration of covenants, or other governing document of the
2 community association. ~~"Community association manager" does~~
3 ~~not mean support staff, including, but not limited to~~
4 ~~bookkeepers, administrative assistants, secretaries, property~~
5 ~~inspectors, or customer service representatives.~~

6 "Department" means the Department of Financial and
7 Professional Regulation.

8 "Designated community association manager" means a
9 licensed community association manager who has an ownership
10 interest in or is otherwise employed by a community association
11 management firm to act as the controlling person and the
12 authorized signatory for the firm on community association
13 accounts and to otherwise supervise, manage, and be responsible
14 for the firm's community association manager activities
15 pursuant to Section 50 of this Act.

16 "License" means the license issued to a person,
17 ~~corporation, partnership, limited liability company, or other~~
18 ~~legal entity~~ under this Act to provide community association
19 management services.

20 "Person" means an ~~any~~ individual, ~~corporation,~~
21 ~~partnership, limited liability company, or other legal entity.~~

22 "Secretary" means the Secretary of Financial and
23 Professional Regulation.

24 ~~"Supervising community association manager" means an~~
25 ~~individual licensed as a community association manager who~~
26 ~~manages and supervises a firm.~~

1 (Source: P.A. 98-365, eff. 1-1-14; revised 10-27-16.)

2 (225 ILCS 427/15)

3 (Section scheduled to be repealed on January 1, 2020)

4 Sec. 15. License required. It shall be unlawful for any
5 person, corporation, partnership, limited liability company,
6 or other entity to provide community association management
7 services, provide services as a community association manager,
8 or hold himself, herself, or itself out as a community
9 association manager or community association management firm
10 to any community association in this State, unless he, she, or
11 it holds a current and valid license issued ~~licensed~~ by the
12 Department, employs a designated community association manager
13 with a current and valid license issued by the Department, or
14 is otherwise exempt from licensure under this Act.

15 (Source: P.A. 98-365, eff. 1-1-14.)

16 (225 ILCS 427/25)

17 (Section scheduled to be repealed on January 1, 2020)

18 Sec. 25. Community Association Manager Licensing and
19 Disciplinary Board.

20 (a) There is hereby created the Community Association
21 Manager Licensing and Disciplinary Board, which shall consist
22 of 7 members appointed by the Secretary. All members must be
23 residents of the State and must have resided in the State for
24 at least 5 years immediately preceding the date of appointment.

1 Five members of the Board must be licensees under this Act, ~~at~~
2 ~~least two members of which shall be supervising community~~
3 ~~association managers.~~ Two members of the Board shall be owners
4 of, or hold a shareholder's interest in, a unit in a community
5 association at the time of appointment who are not licensees
6 under this Act and have no direct affiliation or work
7 experience with the community association's community
8 association manager. This Board shall act in an advisory
9 capacity to the Department.

10 (b) Board members shall serve for terms of 5 years, except
11 that, initially, 4 members shall serve for 5 years and 3
12 members shall serve for 4 years. All members shall serve until
13 his or her successor is appointed and qualified. All vacancies
14 shall be filled in like manner for the unexpired term. No
15 member shall serve for more than 2 successive terms. The
16 Secretary shall remove from the Board any member whose license
17 has become void or has been revoked or suspended and may remove
18 any member of the Board for neglect of duty, misconduct, or
19 incompetence. A member who is subject to formal disciplinary
20 proceedings shall disqualify himself or herself from all Board
21 business until the charge is resolved. A member also shall
22 disqualify himself or herself from any matter on which the
23 member cannot act objectively.

24 (c) Four Board members shall constitute a quorum. A quorum
25 is required for all Board decisions.

26 (d) The Board shall elect annually a chairperson and vice

1 chairperson.

2 (e) Each member shall receive reimbursement as set by the
3 Governor's Travel Control Board for expenses incurred in
4 carrying out the duties as a Board member. The Board shall be
5 compensated as determined by the Secretary.

6 (f) The Board may recommend policies, procedures, and rules
7 relevant to the administration and enforcement of this Act.

8 (Source: P.A. 98-365, eff. 1-1-14.)

9 (225 ILCS 427/30)

10 (Section scheduled to be repealed on January 1, 2020)

11 Sec. 30. Powers and duties of the Department. The
12 Department may exercise the following functions, powers and
13 duties:

14 (a) formulate rules for the administration and
15 enforcement of this Act;

16 (b) prescribe forms to be issued for the administration
17 and enforcement of this Act;

18 (c) conduct hearings or proceedings to refuse to issue,
19 renew, suspend, revoke, place on probation, reprimand, or
20 take disciplinary or non-disciplinary action as the
21 Department may deem appropriate under this Act;

22 (d) maintain a roster of the names and addresses of all
23 licensees and the community association management firms
24 that employ them in a manner as deemed appropriate by the
25 Department; and

1 (e) seek the advice and expert knowledge of the Board
2 on any matter relating to the administration and
3 enforcement of this Act.

4 (Source: P.A. 96-726, eff. 7-1-10.)

5 (225 ILCS 427/50)

6 (Section scheduled to be repealed on January 1, 2020)

7 Sec. 50. Community association management firm.

8 (a) No corporation, partnership, limited liability
9 company, or other legal entity shall provide or offer to
10 provide community association management services, unless it
11 does so through a licensed community association manager that
12 ~~has applied in writing on the prescribed forms and has paid the~~
13 ~~required nonrefundable fees and provided evidence to the~~
14 Department that he or she meets the requirements to be named as
15 a the firm has designated community association manager and
16 agrees a licensed supervising community association manager to
17 supervise and manage the firm's licensed activities ~~firm~~. A
18 designated ~~supervising~~ community association manager shall be
19 a continuing requirement of firm operation. ~~licensure. No~~
20 ~~supervising community association manager may be the~~
21 ~~supervising community association manager for more than one~~
22 ~~firm.~~

23 (b) Any corporation, partnership, limited liability
24 company, or other legal entity that is providing, or offering
25 to provide, community association management services and is

1 not in compliance with Section 50 and other provisions of this
2 Act shall be subject to the civil penalties ~~fines~~, injunctions,
3 cease and desist provisions, and penalties provided for in
4 Sections 90, 92, and 155 of this Act.

5 (c) No community association manager may be the designated
6 community association manager ~~licensee in charge~~ for more than
7 one firm, corporation, limited liability company, or other
8 legal entity.

9 (d) The Department is authorized to adopt rules and set all
10 necessary requirements for the implementation of this Section.

11 (Source: P.A. 98-365, eff. 1-1-14.)

12 (225 ILCS 427/55)

13 (Section scheduled to be repealed on January 1, 2020)

14 Sec. 55. Fidelity insurance; segregation of accounts.

15 (a) The designated ~~supervising~~ community association
16 manager or the community association management firm with which
17 he or she is employed shall not have access to and disburse
18 community association funds unless each of the following
19 conditions occur:

20 (1) There is fidelity insurance in place to insure
21 against loss for theft of community association funds.

22 (2) The fidelity insurance is not less than all moneys
23 under the control of the designated ~~supervising~~ community
24 association manager ~~or the employing community association~~
25 ~~management firm~~ for the association.

1 (3) The fidelity insurance covers the designated
2 community association manager, all other licensees,
3 ~~supervising community association manager,~~ and all
4 partners, officers, and employees of the community
5 association management firm during the term of the
6 insurance coverage, which shall be at least for the same
7 term as the service agreement between the community
8 association management firm ~~or supervising community~~
9 ~~association manager~~ as well as the community association
10 officers, directors, and employees.

11 (4) The insurance company issuing the fidelity
12 insurance may not cancel or refuse to renew the bond
13 without giving at least 10 days' prior written notice.

14 (5) Unless an agreement between the community
15 association and the ~~supervising~~ community association
16 manager or the community association management firm
17 provides to the contrary, a community association may
18 secure and pay for the fidelity insurance required by this
19 Section. The designated ~~supervising~~ community association
20 manager, all other licensees, and ~~or~~ the community
21 association management firm must be named as additional
22 insured parties on the community association policy.

23 (b) A community association management firm that provides
24 community association management services for more than one
25 community association shall maintain separate, segregated
26 accounts for each community association or, with the consent of

1 the community association, combine the accounts of one or more
2 community associations, but in that event, separately account
3 for the funds of each community association. The funds shall
4 not, in any event, be commingled with the ~~supervising~~ community
5 association manager's or community association management
6 firm's funds. The maintenance of such accounts shall be
7 custodial, and such accounts shall be in the name of the
8 respective community association or community association
9 manager or community association management firm ~~Community~~
10 ~~Association Management Agency~~ as the agent for the association.

11 (c) The ~~supervising~~ community association manager or
12 community association management firm shall obtain the
13 appropriate general liability and errors and omissions
14 insurance, as determined by the Department, to cover any losses
15 or claims against the ~~supervising~~ community association
16 manager or the community association management firm.

17 (d) The Department shall have authority to promulgate
18 additional rules regarding insurance, fidelity insurance and
19 all accounts maintained and to be maintained by a designated
20 ~~supervising~~ community association manager or community
21 association management firm.

22 (Source: P.A. 98-365, eff. 1-1-14.)

23 (225 ILCS 427/60)

24 (Section scheduled to be repealed on January 1, 2020)

25 Sec. 60. Licenses; renewals; restoration; person in

1 military service.

2 (a) The expiration date and renewal period for each license
3 issued under this Act shall be set by rule. The Department may
4 promulgate rules requiring continuing education and set all
5 necessary requirements for such, including but not limited to
6 fees, approved coursework, number of hours, and waivers of
7 continuing education.

8 (b) Any licensee who has permitted his or her, ~~or its~~
9 license to expire may have the license restored by making
10 application to the Department and filing proof acceptable to
11 the Department of fitness to have his or her, ~~or its~~ license
12 restored, by which may include sworn evidence certifying to
13 active practice in another jurisdiction satisfactory to the
14 Department, complying with any continuing education
15 requirements, and paying the required restoration fee.

16 (c) If the person has not maintained an active practice in
17 another jurisdiction satisfactory to the Department, the
18 Department shall determine, by an evaluation program
19 established by rule, the person's fitness to resume active
20 status and may require the person to complete a period of
21 evaluated clinical experience and successful completion of a
22 practical examination. However, any person whose license
23 expired while (i) in federal service on active duty with the
24 Armed Forces of the United States or called into service or
25 training with the State Militia or (ii) in training or
26 education under the supervision of the United States

1 preliminary to induction into the military service may have his
2 or her license renewed or restored without paying any lapsed
3 renewal fees if, within 2 years after honorable termination of
4 the service, training or education, except under condition
5 other than honorable, he or she furnishes the Department with
6 satisfactory evidence to the effect that he or she has been so
7 engaged and that the service, training, or education has been
8 so terminated.

9 (d) A community association manager, ~~community association~~
10 ~~management firm or supervising community association manager~~
11 who notifies the Department, in writing on forms prescribed by
12 the Department, may place his or her, ~~or its~~ license on
13 inactive status and shall be excused from the payment of
14 renewal fees until the person notifies the Department in
15 writing of the intention to resume active practice.

16 (e) A community association manager, ~~community association~~
17 ~~management firm, or supervising community association manager~~
18 requesting his or her, ~~or its~~ license be changed from inactive
19 to active status shall be required to pay the current renewal
20 fee and shall also demonstrate compliance with the continuing
21 education requirements.

22 (f) Any licensee with a nonrenewed or on inactive license
23 status or any community association firm operating without a
24 designated community association manager shall not provide
25 community association management services as set forth in this
26 Act.

1 (g) Any person or entity violating subsection (f) of this
2 Section shall be considered to be practicing without a license
3 and will be subject to the disciplinary provisions of this Act.
4 (Source: P.A. 98-365, eff. 1-1-14.)

5 (225 ILCS 427/70)

6 (Section scheduled to be repealed on January 1, 2020)

7 Sec. 70. Penalty for insufficient funds; payments. Any
8 person who delivers a check or other payment to the Department
9 that is returned to the Department unpaid by the financial
10 institution upon which it is drawn shall pay to the Department,
11 in addition to the amount already owed to the Department, a
12 fine of \$50. The Department shall notify the person that
13 payment of fees and fines shall be paid to the Department by
14 certified check or money order within 30 calendar days after
15 notification. If, after the expiration of 30 days from the date
16 of the notification, the person has failed to submit the
17 necessary remittance, the Department shall automatically
18 terminate the license or deny the application, without hearing.
19 If, after termination or denial, the person seeks a license, he
20 or she, ~~or it~~ shall apply to the Department for restoration or
21 issuance of the license and pay all fees and fines due to the
22 Department. The Department may establish a fee for the
23 processing of an application for restoration of a license to
24 pay all expenses of processing this application. The Secretary
25 may waive the fines due under this Section in individual cases

1 where the Secretary finds that the fines would be unreasonable
2 or unnecessarily burdensome.

3 (Source: P.A. 98-365, eff. 1-1-14.)

4 (225 ILCS 427/75)

5 (Section scheduled to be repealed on January 1, 2020)

6 Sec. 75. Endorsement. The Department may issue a community
7 association manager ~~or supervising community association~~
8 ~~manager~~ license, without the required examination, to an
9 applicant licensed under the laws of another state if the
10 requirements for licensure in that state are, on the date of
11 licensure, substantially equal to the requirements of this Act
12 or to a person who, at the time of his or her application for
13 licensure, possessed individual qualifications that were
14 substantially equivalent to the requirements then in force in
15 this State. An applicant under this Section shall pay all of
16 the required fees.

17 Applicants have 3 years from the date of application to
18 complete the application process. If the process has not been
19 completed within the 3 years, the application shall be denied,
20 the fee shall be forfeited, and the applicant must reapply and
21 meet the requirements in effect at the time of reapplication.

22 (Source: P.A. 98-365, eff. 1-1-14.)

23 (225 ILCS 427/85)

24 (Section scheduled to be repealed on January 1, 2020)

1 Sec. 85. Grounds for discipline; refusal, revocation, or
2 suspension.

3 (a) The Department may refuse to issue or renew a license,
4 or may place on probation, reprimand, suspend, or revoke any
5 license, or take any other disciplinary or non-disciplinary
6 action as the Department may deem proper and impose a fine not
7 to exceed \$10,000 for each violation upon any licensee or
8 applicant under this Act or any person or entity who holds
9 himself, herself, or itself out as an applicant or licensee for
10 any one or combination of the following causes:

11 (1) Material misstatement in furnishing information to
12 the Department.

13 (2) Violations of this Act or its rules.

14 (3) Conviction of or entry of a plea of guilty or plea
15 of nolo contendere to a felony or a misdemeanor under the
16 laws of the United States, any state, or any other
17 jurisdiction or entry of an administrative sanction by a
18 government agency in this State or any other jurisdiction.
19 Action taken under this paragraph (3) for a misdemeanor or
20 an administrative sanction is limited to a misdemeanor or
21 administrative sanction that has as an essential element
22 dishonesty or fraud, that involves larceny, embezzlement,
23 or obtaining money, property, or credit by false pretenses
24 or by means of a confidence game, or that is directly
25 related to the practice of the profession.

26 (4) Making any misrepresentation for the purpose of

1 obtaining a license or violating any provision of this Act
2 or its rules.

3 (5) Professional incompetence.

4 (6) Gross negligence.

5 (7) Aiding or assisting another person in violating any
6 provision of this Act or its rules.

7 (8) Failing, within 30 days, to provide information in
8 response to a request made by the Department.

9 (9) Engaging in dishonorable, unethical, or
10 unprofessional conduct of a character likely to deceive,
11 defraud or harm the public as defined by the rules of the
12 Department, or violating the rules of professional conduct
13 adopted by the Department.

14 (10) Habitual or excessive use or addiction to alcohol,
15 narcotics, stimulants, or any other chemical agent or drug
16 that results in the inability to practice with reasonable
17 judgment, skill, or safety.

18 (11) Having been disciplined by another state, the
19 District of Columbia, a territory, a foreign nation, or a
20 governmental agency authorized to impose discipline if at
21 least one of the grounds for the discipline is the same or
22 substantially equivalent of one of the grounds for which a
23 licensee may be disciplined under this Act. A certified
24 copy of the record of the action by the other state or
25 jurisdiction shall be prima facie evidence thereof.

26 (12) Directly or indirectly giving to or receiving from

1 any person, firm, corporation, partnership or association
2 any fee, commission, rebate, or other form of compensation
3 for any professional services not actually or personally
4 rendered.

5 (13) A finding by the Department that the licensee,
6 after having his or her, ~~or its~~ license placed on
7 probationary status, has violated the terms of probation.

8 (14) Willfully making or filing false records or
9 reports relating to a licensee's practice, including but
10 not limited to false records filed with any State or
11 federal agencies or departments.

12 (15) Being named as a perpetrator in an indicated
13 report by the Department of Children and Family Services
14 under the Abused and Neglected Child Reporting Act and upon
15 proof by clear and convincing evidence that the licensee
16 has caused a child to be an abused child or neglected child
17 as defined in the Abused and Neglected Child Reporting Act.

18 (16) Physical illness or mental illness or impairment,
19 including, but not limited to, deterioration through the
20 aging process or loss of motor skill that results in the
21 inability to practice the profession with reasonable
22 judgment, skill, or safety.

23 (17) Solicitation of professional services by using
24 false or misleading advertising.

25 (18) A finding that licensure has been applied for or
26 obtained by fraudulent means.

1 (19) Practicing or attempting to practice under a name
2 other than the full name as shown on the license or any
3 other legally authorized name unless approved by the
4 Department.

5 (20) Gross overcharging for professional services
6 including, but not limited to, (i) collection of fees or
7 moneys for services that are not rendered; and (ii)
8 charging for services that are not in accordance with the
9 contract between the licensee and the community
10 association.

11 (21) Improper commingling of personal and client funds
12 in violation of this Act or any rules promulgated thereto.

13 (22) Failing to account for or remit any moneys or
14 documents coming into the licensee's possession that
15 belong to another person or entity.

16 (23) Giving differential treatment to a person that is
17 to that person's detriment because of race, color, creed,
18 sex, religion, or national origin.

19 (24) Performing and charging for services without
20 reasonable authorization to do so from the person or entity
21 for whom service is being provided.

22 (25) Failing to make available to the Department, upon
23 request, any books, records, or forms required by this Act.

24 (26) Purporting to be a designated ~~supervising~~
25 community association manager of a firm without active
26 participation in the firm.

1 (27) Failing to make available to the Department at the
2 time of the request any indicia of licensure or
3 registration issued under this Act.

4 (28) Failing to maintain and deposit funds belonging to
5 a community association in accordance with subsection (b)
6 of Section 55 of this Act.

7 (29) Violating the terms of a disciplinary order issued
8 by the Department.

9 (30) Operating a community association management firm
10 without a licensed designated community association
11 manager.

12 (31) Failing to meet the requirements for acting as a
13 designated community association manager, if appropriate.

14 (b) In accordance with subdivision (a)(5) of Section
15 2105-15 of the Department of Professional Regulation Law of the
16 Civil Administrative Code of Illinois (20 ILCS 2105/2105-15),
17 the Department shall deny a license or renewal authorized by
18 this Act to a person who has defaulted on an educational loan
19 or scholarship provided or guaranteed by the Illinois Student
20 Assistance Commission or any governmental agency of this State.

21 (c) The determination by a circuit court that a licensee is
22 subject to involuntary admission or judicial admission, as
23 provided in the Mental Health and Developmental Disabilities
24 Code, operates as an automatic suspension. The suspension will
25 terminate only upon a finding by a court that the patient is no
26 longer subject to involuntary admission or judicial admission

1 and the issuance of an order so finding and discharging the
2 patient, and upon the recommendation of the Board to the
3 Secretary that the licensee be allowed to resume his or her
4 practice as a licensed community association manager.

5 (d) In accordance with subsection (g) of Section 2105-15 of
6 the Department of Professional Regulation Law of the Civil
7 Administrative Code of Illinois (20 ILCS 2105/2105-15), the
8 Department may refuse to issue or renew or may suspend the
9 license of any person who fails to file a return, to pay the
10 tax, penalty, or interest shown in a filed return, or to pay
11 any final assessment of tax, penalty, or interest, as required
12 by any tax Act administered by the Department of Revenue, until
13 such time as the requirements of that tax Act are satisfied.

14 (e) In accordance with subdivision (a)(5) of Section
15 2105-15 of the Department of Professional Regulation Law of the
16 Civil Administrative Code of Illinois (20 ILCS 2105/2105-15)
17 and in cases where the Department of Healthcare and Family
18 Services (formerly Department of Public Aid) has previously
19 determined that a licensee or a potential licensee is more than
20 30 days delinquent in the payment of child support and has
21 subsequently certified the delinquency to the Department may
22 refuse to issue or renew or may revoke or suspend that person's
23 license or may take other disciplinary action against that
24 person based solely upon the certification of delinquency made
25 by the Department of Healthcare and Family Services.

26 (f) In enforcing this Section, the Department or Board upon

1 a showing of a possible violation may compel a licensee or an
2 individual licensed to practice under this Act, or who has
3 applied for licensure under this Act, to submit to a mental or
4 physical examination, or both, as required by and at the
5 expense of the Department. The Department or Board may order
6 the examining physician to present testimony concerning the
7 mental or physical examination of the licensee or applicant. No
8 information shall be excluded by reason of any common law or
9 statutory privilege relating to communications between the
10 licensee or applicant and the examining physician. The
11 examining physicians shall be specifically designated by the
12 Board or Department. The individual to be examined may have, at
13 his or her own expense, another physician of his or her choice
14 present during all aspects of this examination. Failure of an
15 individual to submit to a mental or physical examination, when
16 directed, shall be grounds for suspension of his or her license
17 or denial of his or her application or renewal until the
18 individual submits to the examination if the Department finds,
19 after notice and hearing, that the refusal to submit to the
20 examination was without reasonable cause.

21 If the Department or Board finds an individual unable to
22 practice because of the reasons set forth in this Section, the
23 Department or Board may require that individual to submit to
24 care, counseling, or treatment by physicians approved or
25 designated by the Department or Board, as a condition, term, or
26 restriction for continued, reinstated, or renewed licensure to

1 practice; or, in lieu of care, counseling, or treatment, the
2 Department may file, or the Board may recommend to the
3 Department to file, a complaint to immediately suspend, revoke,
4 deny, or otherwise discipline the license of the individual. An
5 individual whose license was granted, continued, reinstated,
6 renewed, disciplined or supervised subject to such terms,
7 conditions, or restrictions, and who fails to comply with such
8 terms, conditions, or restrictions, shall be referred to the
9 Secretary for a determination as to whether the individual
10 shall have his or her license suspended immediately, pending a
11 hearing by the Department.

12 In instances in which the Secretary immediately suspends a
13 person's license under this Section, a hearing on that person's
14 license must be convened by the Department within 30 days after
15 the suspension and completed without appreciable delay. The
16 Department and Board shall have the authority to review the
17 subject individual's record of treatment and counseling
18 regarding the impairment to the extent permitted by applicable
19 federal statutes and regulations safeguarding the
20 confidentiality of medical records.

21 An individual licensed under this Act and affected under
22 this Section shall be afforded an opportunity to demonstrate to
23 the Department or Board that he or she can resume practice in
24 compliance with acceptable and prevailing standards under the
25 provisions of his or her license.

26 (Source: P.A. 97-333, eff. 8-12-11; 98-365, eff. 1-1-14;

1 98-756, eff. 7-16-14.)

2 (225 ILCS 427/90)

3 (Section scheduled to be repealed on January 1, 2020)

4 Sec. 90. Violations; injunctions; cease and desist orders.

5 (a) If any person violates a provision of this Act, the
6 Secretary may, in the name of the People of the State of
7 Illinois, through the Attorney General of the State of
8 Illinois, petition for an order enjoining the violation or for
9 an order enforcing compliance with this Act. Upon the filing of
10 a verified petition in court, the court may issue a temporary
11 restraining order, without notice or bond, and may
12 preliminarily and permanently enjoin the violation. If it is
13 established that the person has violated or is violating the
14 injunction, the Court may punish the offender for contempt of
15 court. Proceedings under this Section are in addition to, and
16 not in lieu of, all other remedies and penalties provided by
17 this Act.

18 (b) If any person, entity or other business may provide
19 community association management services or provide services
20 as community association manager to any community association
21 in this State without having a valid license under this Act or
22 without a designated community association manager for a
23 community association management firm, then any licensee, any
24 interested party or any person injured thereby may, in addition
25 to the Secretary, petition for relief as provided in subsection

1 (a) of this Section.

2 (c) Whenever in the opinion of the Department any person,
3 entity or other business violates any provision of this Act,
4 the Department may issue a rule to show cause why an order to
5 cease and desist should not be entered against such person,
6 firm or other entity. The rule shall clearly set forth the
7 grounds relied upon by the Department and shall provide a
8 period of at least 7 days from the date of the rule to file an
9 answer to the satisfaction of the Department. If the person,
10 firm or other entity fails to file an answer satisfactory to
11 the Department, the matter shall be considered as a default and
12 the Department may cause an order to cease and desist to be
13 issued immediately.

14 (Source: P.A. 96-726, eff. 7-1-10.)

15 (225 ILCS 427/92)

16 (Section scheduled to be repealed on January 1, 2020)

17 Sec. 92. Unlicensed practice; violation; civil penalty.

18 (a) Any person, entity or other business who practices,
19 offers to practice, attempts to practice, or holds himself,
20 herself or itself out to practice as a community association
21 manager or community association management firm or provide
22 services as a community association manager or community
23 association management firm to any community association in
24 this State without being licensed under this Act or without a
25 designated community association manager for a community

1 association management firm shall, in addition to any other
2 penalty provided by law, pay a civil penalty to the Department
3 in an amount not to exceed \$10,000 for each offense, as
4 determined by the Department. The civil penalty shall be
5 assessed by the Department after a hearing is held in
6 accordance with the provisions set forth in this Act regarding
7 the provision of a hearing for the discipline of a licensee.

8 (b) The Department may investigate any and all unlicensed
9 activity.

10 (c) The civil penalty shall be paid within 60 days after
11 the effective date of the order imposing the civil penalty. The
12 order shall constitute a judgment and may be filed and
13 execution had thereon in the same manner as any judgment from
14 any court of record.

15 (Source: P.A. 98-365, eff. 1-1-14.)

16 (225 ILCS 427/155)

17 (Section scheduled to be repealed on January 1, 2020)

18 Sec. 155. Violations; penalties.

19 (a) A person who violates any of the following provisions
20 shall be guilty of a Class A misdemeanor; a person who commits
21 a second or subsequent violation of these provisions is guilty
22 of a Class 4 felony:

23 (1) The practice of or attempted practice of or holding
24 out as available to practice as a community association
25 manager ~~or supervising community association manager~~

1 without a license.

2 (2) Operation of or attempt to operate a community
3 association management firm without ~~a firm license or a~~
4 designated ~~supervising~~ community association manager.

5 (3) The obtaining of or the attempt to obtain any
6 license or authorization issued under this Act by
7 fraudulent misrepresentation.

8 (b) Whenever a licensee is convicted of a felony related to
9 the violations set forth in this Section, the clerk of the
10 court in any jurisdiction shall promptly report the conviction
11 to the Department and the Department shall immediately revoke
12 any license authorized under this Act held by that licensee.
13 The licensee shall not be eligible for licensure under this Act
14 until at least 10 years have elapsed since the time of full
15 discharge from any sentence imposed for a felony conviction. If
16 any person in making any oath or affidavit required by this Act
17 swears falsely, the person is guilty of perjury and may be
18 punished accordingly.

19 (Source: P.A. 98-365, eff. 1-1-14; 99-78, eff. 7-20-15.)

20 (225 ILCS 427/165)

21 (Section scheduled to be repealed on January 1, 2020)

22 Sec. 165. Home rule. The regulation and licensing of
23 community association managers, ~~supervising community~~
24 ~~association managers, and community association management~~
25 ~~firms~~ are exclusive powers and functions of the State. A home

1 rule unit may not regulate or license community association
2 managers, ~~supervising community association managers, or~~
3 ~~community association management firms~~. This Section is a
4 denial and limitation of home rule powers and functions under
5 subsection (h) of Section 6 of Article VII of the Illinois
6 Constitution.

7 (Source: P.A. 98-365, eff. 1-1-14.)

8 (225 ILCS 427/42 rep.)

9 Section 10. The Community Association Manager Licensing
10 and Disciplinary Act is amended by repealing Section 42.

11 Section 15. The Common Interest Community Association Act
12 is amended by changing Sections 1-35 and 1-45 as follows:

13 (765 ILCS 160/1-35)

14 Sec. 1-35. Member powers, duties, and obligations.

15 (a) The provisions of this Act, the declaration, bylaws,
16 other community instruments, and rules and regulations that
17 relate to the use of an individual unit or the common areas
18 shall be applicable to any person leasing a unit and shall be
19 deemed to be incorporated in any lease executed or renewed on
20 or after the effective date of this Act. Unless otherwise
21 provided in the community instruments, with regard to any lease
22 entered into subsequent to the effective date of this Act, the
23 unit owner leasing the unit shall deliver a copy of the signed

1 lease to the association or if the lease is oral, a memorandum
2 of the lease, not later than the date of occupancy or 10 days
3 after the lease is signed, whichever occurs first.

4 (b) If there are multiple owners of a single unit, only one
5 of the multiple owners shall be eligible to serve as a member
6 of the board at any one time, unless the unit owner owns
7 another unit independently.

8 (c) Two-thirds of the membership may remove a board member
9 as a director at a duly called special meeting.

10 (d) In the event of any resale of a unit in a common
11 interest community association by a member or unit owner other
12 than the developer, the board shall make available for
13 inspection to the prospective purchaser, upon demand, the
14 following:

15 (1) A copy of the declaration, other instruments, ~~and~~
16 any rules and regulations, and any adopted common expense
17 collection policies.

18 (2) A statement of any liens, including a statement of
19 the account of the unit setting forth the amounts of unpaid
20 assessments and other charges due and owing.

21 (3) A statement of any capital expenditures
22 anticipated by the association within the current or
23 succeeding 2 fiscal years.

24 (4) A statement of the status and amount of any reserve
25 or replacement fund and any other fund specifically
26 designated for association projects.

1 (5) A copy of the statement of financial condition of
2 the association for the last fiscal year for which such a
3 statement is available.

4 (6) A statement of the status of any pending suits or
5 judgments in which the association is a party.

6 (7) A statement setting forth what insurance coverage
7 is provided for all members or unit owners by the
8 association for common properties.

9 (8) A statement setting forth the current assessment
10 obligations, including any special assessments or other
11 common expenses.

12 (9) A statement setting forth the current late fees or
13 interest that may be charged on an unpaid balance, if any.

14 The principal officer of the board, ~~or~~ such other officer
15 as is specifically designated, or agent for the association
16 shall disclose ~~furnish~~ the above information within 30 days
17 after receiving a written request for such information.

18 A reasonable fee covering the direct out-of-pocket cost of
19 copying and providing such information may be charged by the
20 association or the board to the unit seller for providing the
21 information.

22 (Source: P.A. 97-605, eff. 8-26-11; 97-1090, eff. 8-24-12;
23 98-842, eff. 1-1-15.)

24 (765 ILCS 160/1-45)

25 Sec. 1-45. Finances.

1 (a) Each member shall receive through a prescribed delivery
2 method, at least 30 days but not more than 60 days prior to the
3 adoption thereof by the board, a copy of the proposed annual
4 budget together with an indication of which portions are
5 intended for reserves, capital expenditures or repairs or
6 payment of real estate taxes.

7 (b) The board shall provide all members with a reasonably
8 detailed summary of the receipts, common expenses, and reserves
9 for the preceding budget year. The board shall (i) make
10 available for review to all members an itemized accounting of
11 the common expenses for the preceding year actually incurred or
12 paid, together with an indication of which portions were for
13 reserves, capital expenditures or repairs or payment of real
14 estate taxes and with a tabulation of the amounts collected
15 pursuant to the budget or assessment, and showing the net
16 excess or deficit of income over expenditures plus reserves or
17 (ii) provide a consolidated annual independent audit report of
18 the financial status of all fund accounts within the
19 association.

20 (c) If an adopted budget or any separate assessment adopted
21 by the board would result in the sum of all regular and
22 separate assessments payable in the current fiscal year
23 exceeding 115% of the sum of all regular and separate
24 assessments payable during the preceding fiscal year, the
25 common interest community association, upon written petition
26 by members with 20% of the votes of the association delivered

1 to the board within 21 ~~14~~ days of the board action, shall call
2 a meeting of the members within 30 days of the date of delivery
3 of the petition to consider the budget or separate assessment;
4 unless a majority of the total votes of the members are cast at
5 the meeting to reject the budget or separate assessment, it
6 shall be deemed ratified.

7 (d) If total common expenses exceed the total amount of the
8 approved and adopted budget, the common interest community
9 association shall disclose this variance to all its members and
10 specifically identify the subsequent assessments needed to
11 offset this variance in future budgets.

12 (e) Separate assessments for expenditures relating to
13 emergencies or mandated by law may be adopted by the board
14 without being subject to member approval or the provisions of
15 subsection (c) or (f) of this Section. As used herein,
16 "emergency" means a danger to or a compromise of the structural
17 integrity of the common areas or any of the common facilities
18 of the common interest community. "Emergency" also includes a
19 danger to the life, health or safety of the membership.

20 (f) Assessments for additions and alterations to the common
21 areas or to association-owned property not included in the
22 adopted annual budget, shall be separately assessed and are
23 subject to approval of a simple majority of the total members
24 at a meeting called for that purpose.

25 (g) The board may adopt separate assessments payable over
26 more than one fiscal year. With respect to multi-year

1 assessments not governed by subsections (e) and (f) of this
2 Section, the entire amount of the multi-year assessment shall
3 be deemed considered and authorized in the first fiscal year in
4 which the assessment is approved.

5 (h) The board of a common interest community association
6 shall have the authority to establish and maintain a system of
7 master metering of public utility services to collect payments
8 in conjunction therewith, subject to the requirements of the
9 Tenant Utility Payment Disclosure Act.

10 (Source: P.A. 96-1400, eff. 7-29-10; 97-605, eff. 8-26-11;
11 97-1090, eff. 8-24-12.)

12 Section 20. The Condominium Property Act is amended by
13 changing Sections 9.2 and 18.5 as follows:

14 (765 ILCS 605/9.2) (from Ch. 30, par. 309.2)

15 Sec. 9.2. Other remedies.

16 (a) In the event of any default by any unit owner, his
17 tenant, invitee or guest in the performance of his obligations
18 under this Act or under the declaration, bylaws, or the rules
19 and regulations of the board of managers, the board of managers
20 or its agents shall have such rights and remedies as provided
21 in the Act or condominium instruments including the right to
22 maintain an action for possession against such defaulting unit
23 owner or his tenant for the benefit of all the other unit
24 owners in the manner prescribed by Article IX of the Code of

1 Civil Procedure.

2 (b) Except for attorney's fees incurred in any litigation
3 or arbitration described in subsection (d) in which a unit
4 owner is deemed by the court or arbitrator to be the prevailing
5 party, any ~~Any~~ attorneys' fees incurred by the Association
6 arising out of an adjudicated ~~a~~ default by any unit owner, his
7 tenant, invitee or guest in the performance of any of the
8 provisions of the condominium instruments, rules and
9 regulations or any applicable statute or ordinance shall be
10 added to, and deemed a part of, his respective share of the
11 common expense.

12 (c) Other than attorney's fees, no fees pertaining to the
13 collection of a unit owner's financial obligation to the
14 Association, including fees charged by a manager or managing
15 agent, shall be added to and deemed a part of an owner's
16 respective share of the common expenses unless: (i) the
17 managing agent fees relate to the costs to collect common
18 expenses for the Association; (ii) the fees are set forth in a
19 contract between the managing agent and the Association; and
20 (iii) the authority to add the management fees to an owner's
21 respective share of the common expenses is specifically stated
22 in the declaration or bylaws of the Association.

23 (d) In any litigation or arbitration between a unit owner
24 and the Association or its board of managers or any individual
25 member of the Association or its board of managers regarding:
26 (i) the enforcement of obligations of the board or the

1 Association, set forth either in this Act, the condominium
2 instruments, rules and regulations, or any applicable statute
3 or ordinance; (ii) a disputed charge on the unit owner's
4 account; or (iii) a purported default as described in
5 subsection (a), if the unit owner is deemed by the court or
6 arbitrator to be the prevailing party, then the court or the
7 arbitrator shall award to the unit owner from the
8 non-prevailing party reasonable attorney's fees and costs
9 incurred by the unit owner in the litigation or arbitration.

10 (Source: P.A. 94-384, eff. 1-1-06.)

11 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

12 Sec. 18.5. Master Associations.

13 (a) If the declaration, other condominium instrument, or
14 other duly recorded covenants provide that any of the powers of
15 the unit owners associations are to be exercised by or may be
16 delegated to a nonprofit corporation or unincorporated
17 association that exercises those or other powers on behalf of
18 one or more condominiums, or for the benefit of the unit owners
19 of one or more condominiums, such corporation or association
20 shall be a master association.

21 (b) There shall be included in the declaration, other
22 condominium instruments, or other duly recorded covenants
23 establishing the powers and duties of the master association
24 the provisions set forth in subsections (c) through (h).

25 In interpreting subsections (c) through (h), the courts

1 should interpret these provisions so that they are interpreted
2 consistently with the similar parallel provisions found in
3 other parts of this Act.

4 (c) Meetings and finances.

5 (1) Each unit owner of a condominium subject to the
6 authority of the board of the master association shall
7 receive, at least 30 days prior to the adoption thereof by
8 the board of the master association, a copy of the proposed
9 annual budget.

10 (2) The board of the master association shall annually
11 supply to all unit owners of condominiums subject to the
12 authority of the board of the master association an
13 itemized accounting of the common expenses for the
14 preceding year actually incurred or paid, together with a
15 tabulation of the amounts collected pursuant to the budget
16 or assessment, and showing the net excess or deficit of
17 income over expenditures plus reserves.

18 (3) Each unit owner of a condominium subject to the
19 authority of the board of the master association shall
20 receive written notice mailed or delivered no less than 10
21 and no more than 30 days prior to any meeting of the board
22 of the master association concerning the adoption of the
23 proposed annual budget or any increase in the budget, or
24 establishment of an assessment.

25 (4) Meetings of the board of the master association
26 shall be open to any unit owner in a condominium subject to

1 the authority of the board of the master association,
2 except for the portion of any meeting held:

3 (A) to discuss litigation when an action against or
4 on behalf of the particular master association has been
5 filed and is pending in a court or administrative
6 tribunal, or when the board of the master association
7 finds that such an action is probable or imminent,

8 (B) to consider information regarding appointment,
9 employment or dismissal of an employee, or

10 (C) to discuss violations of rules and regulations
11 of the master association or unpaid common expenses
12 owed to the master association.

13 Any vote on these matters shall be taken at a meeting or
14 portion thereof open to any unit owner of a condominium
15 subject to the authority of the master association.

16 Any unit owner may record the proceedings at meetings
17 required to be open by this Act by tape, film or other
18 means; the board may prescribe reasonable rules and
19 regulations to govern the right to make such recordings.
20 Notice of meetings shall be mailed or delivered at least 48
21 hours prior thereto, unless a written waiver of such notice
22 is signed by the persons entitled to notice before the
23 meeting is convened. Copies of notices of meetings of the
24 board of the master association shall be posted in
25 entranceways, elevators, or other conspicuous places in
26 the condominium at least 48 hours prior to the meeting of

1 the board of the master association. Where there is no
2 common entranceway for 7 or more units, the board of the
3 master association may designate one or more locations in
4 the proximity of these units where the notices of meetings
5 shall be posted.

6 (5) If the declaration provides for election by unit
7 owners of members of the board of directors in the event of
8 a resale of a unit in the master association, the purchaser
9 of a unit from a seller other than the developer pursuant
10 to an installment contract for purchase shall, during such
11 times as he or she resides in the unit, be counted toward a
12 quorum for purposes of election of members of the board of
13 directors at any meeting of the unit owners called for
14 purposes of electing members of the board, and shall have
15 the right to vote for the election of members of the board
16 of directors and to be elected to and serve on the board of
17 directors unless the seller expressly retains in writing
18 any or all of those rights. In no event may the seller and
19 purchaser both be counted toward a quorum, be permitted to
20 vote for a particular office, or be elected and serve on
21 the board. Satisfactory evidence of the installment
22 contract shall be made available to the association or its
23 agents. For purposes of this subsection, "installment
24 contract" shall have the same meaning as set forth in
25 subsection (e) of Section 1 of the Dwelling Unit
26 Installment Contract Act.

1 (6) The board of the master association shall have the
2 authority to establish and maintain a system of master
3 metering of public utility services and to collect payments
4 in connection therewith, subject to the requirements of the
5 Tenant Utility Payment Disclosure Act.

6 (7) The board of the master association ~~or a common~~
7 ~~interest community association~~ shall have the power, after
8 notice and an opportunity to be heard, to levy and collect
9 reasonable fines from members for violations of the
10 declaration, bylaws, and rules and regulations of the
11 master association ~~or the common interest community~~
12 ~~association~~. Nothing contained in this subdivision (7)
13 shall give rise to a statutory lien for unpaid fines.

14 (8) Other than attorney's fees, no fees pertaining to
15 the collection of a unit owner's financial obligation to
16 the Association, including fees charged by a manager or
17 managing agent, shall be added to and deemed a part of an
18 owner's respective share of the common expenses unless: (i)
19 the managing agent fees relate to the costs to collect
20 common expenses for the Association; (ii) the fees are set
21 forth in a contract between the managing agent and the
22 Association; and (iii) the authority to add the management
23 fees to an owner's respective share of the common expenses
24 is specifically stated in the declaration or bylaws of the
25 Association.

26 (d) Records.

1 (1) The board of the master association shall keep and
2 maintain the following records, or true and complete copies
3 of the records, at the association's principal office ~~of~~
4 ~~the association and make them available for examination and~~
5 ~~copying at convenient hours of weekdays by any unit owners~~
6 ~~in a condominium subject to the authority of the board or~~
7 ~~their mortgagees and their duly authorized agents or~~
8 ~~attorneys:~~

9 (i) the association's declaration, bylaws, and
10 plats of survey, and all amendments of the
11 association's declaration, bylaws, and plats of
12 survey;

13 (ii) the rules and regulations of the association,
14 if any;

15 (iii) if the association is incorporated as a
16 corporation, the articles of incorporation of the
17 association and all amendments to the articles of
18 incorporation;

19 (iv) minutes of all meetings of the association and
20 its board of managers for the immediately preceding 7
21 years;

22 (v) all current policies of insurance of the
23 association;

24 (vi) all contracts, leases, and other agreements
25 then in effect to which the association is a party or
26 under which the association or the unit owners have

1 obligations or liabilities;

2 (vii) a current listing of the names, addresses,
3 email addresses, telephone numbers, and weighted vote
4 of all members entitled to vote;

5 (viii) ballots and proxies related to ballots for
6 all matters voted on by the members of the association
7 during the immediately preceding 12 months, including,
8 but not limited to, the election of members of the
9 board of managers; and

10 (ix) the books and records for the association's
11 current and 10 immediately preceding fiscal years,
12 including, but not limited to, itemized and detailed
13 records of all receipts, expenditures, and accounts.

14 With respect to units owned by a land trust, if a
15 trustee designates in writing a person to cast votes on
16 behalf of the unit owner, the designation shall remain in
17 effect until a subsequent document is filed with the
18 association.

19 (2) Any member of an association has the right to
20 inspect, examine, and make copies of the records described
21 in subdivisions (i), (ii), (iii), (iv), (v), (vi), and (ix)
22 of paragraph (1) of this subsection, in person or by agent,
23 at any reasonable time or times, at the association's
24 principal office. In order to exercise this right, a member
25 must submit a written request to the association's board of
26 directors or its authorized agent, stating with

1 particularity the records sought. Failure of an
2 association's board of directors to make available all
3 requested records within 10 days of receipt of the member's
4 written request shall be deemed a denial.

5 Any member who prevails in an enforcement action to
6 compel examination of records described in subdivisions
7 (i), (ii), (iii), (iv), (v), (vi), and (ix) of paragraph
8 (1) of this subsection is entitled to recover reasonable
9 attorney's fees and costs from the association.

10 (2.5) As used in this Section, "commercial purpose"
11 means the use of any part of a record or records described
12 in subdivisions (vii) and (viii) of paragraph (1) of this
13 subsection, or information derived from such records, in
14 any form for sale, resale, or solicitation or advertisement
15 for sales or services.

16 (3) Except as otherwise provided in this subsection,
17 any member of an association has the right to inspect,
18 examine, and make copies of the records described in
19 subdivisions (vii) and (viii) of paragraph (1) of this
20 subsection, in person or by agent, at any reasonable time
21 or times, but only for a purpose that relates to the
22 association, at the association's principal office. In
23 order to exercise this right, a member must submit a
24 written request to the association's board of directors or
25 its authorized agent, stating with particularity the
26 records sought to be examined. As a condition for

1 exercising this right, the board of managers or authorized
2 agent of the association may require the member to certify
3 in writing that the information contained in the records
4 obtained by the member will not be used by the member for
5 any commercial purpose or for any purpose that does not
6 relate to the association. The board of managers of the
7 association may impose a fine in accordance with item (1)
8 of Section 18.4 upon any person who makes a false
9 certification. Subject to the provisions of paragraph (5)
10 of this subsection, failure of an association's board of
11 directors to make available all requested records within 10
12 business days of receipt of the member's written request
13 shall be deemed a denial; however, the board of directors
14 of an association that has adopted a secret ballot election
15 process shall not be deemed to have denied a member's
16 request for records described in subdivision (viii) of
17 paragraph (1) of this subsection if voting ballots, without
18 identifying unit numbers, are made available to the
19 requesting member within 10 days of receipt of the member's
20 written request.

21 Any member who prevails in an enforcement action to
22 compel examination of records described in subdivisions
23 (vii) or (viii) of paragraph (1) of this subsection is
24 entitled to recover reasonable attorney's fees and costs
25 from the association only if the court finds that the board
26 of directors acted in bad faith in denying the member's

1 request.

2 (4) The actual cost to the association of retrieving
3 and making requested records available for inspection and
4 examination under this Section may be charged by the
5 association to the requesting member. If a member requests
6 copies of records under this Section, the actual costs to
7 the association of reproducing the records may also be
8 charged by the association to the requesting member.

9 (5) Notwithstanding the other provisions of this
10 subsection, unless otherwise directed by court order, an
11 association need not make the following records available
12 for inspection, examination, or copying by its members:

13 (i) documents relating to appointment, employment,
14 discipline, or dismissal of association employees;

15 (ii) documents relating to actions pending against
16 or on behalf of the association or its board of
17 managers in a court or administrative tribunal;

18 (iii) documents relating to actions threatened
19 against, or likely to be asserted on behalf of, the
20 association or its board of directors in a court or
21 administrative tribunal;

22 (iv) documents relating to common expenses or
23 other charges owed by a member other than the
24 requesting member; and

25 (v) documents provided to an association in
26 connection with the lease, sale, or other transfer of a

1 unit by a member other than the requesting member.

2 ~~(i) Copies of the recorded declaration, other~~
3 ~~condominium instruments, other duly recorded covenants~~
4 ~~and bylaws and any amendments, articles of~~
5 ~~incorporation of the master association, annual~~
6 ~~reports and any rules and regulations adopted by the~~
7 ~~master association or its board shall be available.~~
8 ~~Prior to the organization of the master association,~~
9 ~~the developer shall maintain and make available the~~
10 ~~records set forth in this subdivision (d)(1) for~~
11 ~~examination and copying.~~

12 ~~(ii) Detailed and accurate records in~~
13 ~~chronological order of the receipts and expenditures~~
14 ~~affecting the common areas, specifying and itemizing~~
15 ~~the maintenance and repair expenses of the common areas~~
16 ~~and any other expenses incurred, and copies of all~~
17 ~~contracts, leases, or other agreements entered into by~~
18 ~~the master association, shall be maintained.~~

19 ~~(iii) The minutes of all meetings of the master~~
20 ~~association and the board of the master association~~
21 ~~shall be maintained for not less than 7 years.~~

22 ~~(iv) Ballots and proxies related thereto, if any,~~
23 ~~for any election held for the board of the master~~
24 ~~association and for any other matters voted on by the~~
25 ~~unit owners shall be maintained for not less than one~~
26 ~~year.~~

1 ~~(v) Such other records of the master association as~~
2 ~~are available for inspection by members of a~~
3 ~~not for profit corporation pursuant to Section 107.75~~
4 ~~of the General Not For Profit Corporation Act of 1986~~
5 ~~shall be maintained.~~

6 ~~(vi) With respect to units owned by a land trust,~~
7 ~~if a trustee designates in writing a person to cast~~
8 ~~votes on behalf of the unit owner, the designation~~
9 ~~shall remain in effect until a subsequent document is~~
10 ~~filed with the association.~~

11 ~~(2) Where a request for records under this subsection~~
12 ~~is made in writing to the board of managers or its agent,~~
13 ~~failure to provide the requested record or to respond~~
14 ~~within 30 days shall be deemed a denial by the board of~~
15 ~~directors.~~

16 ~~(3) A reasonable fee may be charged by the master~~
17 ~~association or its board for the cost of copying.~~

18 ~~(4) If the board of directors fails to provide records~~
19 ~~properly requested under subdivision (d)(1) within the~~
20 ~~time period provided in subdivision (d)(2), the unit owner~~
21 ~~may seek appropriate relief, including an award of~~
22 ~~attorney's fees and costs.~~

23 (e) The board of directors shall have standing and capacity
24 to act in a representative capacity in relation to matters
25 involving the common areas of the master association or more
26 than one unit, on behalf of the unit owners as their interests

1 may appear.

2 (f) Administration of property prior to election of the
3 initial board of directors.

4 (1) Until the election, by the unit owners or the
5 boards of managers of the underlying condominium
6 associations, of the initial board of directors of a master
7 association whose declaration is recorded on or after
8 August 10, 1990, the same rights, titles, powers,
9 privileges, trusts, duties and obligations that are vested
10 in or imposed upon the board of directors by this Act or in
11 the declaration or other duly recorded covenant shall be
12 held and performed by the developer.

13 (2) The election of the initial board of directors of a
14 master association whose declaration is recorded on or
15 after August 10, 1990, by the unit owners or the boards of
16 managers of the underlying condominium associations, shall
17 be held not later than 60 days after the conveyance by the
18 developer of 75% of the units, or 3 years after the
19 recording of the declaration, whichever is earlier. The
20 developer shall give at least 21 days notice of the meeting
21 to elect the initial board of directors and shall upon
22 request provide to any unit owner, within 3 working days of
23 the request, the names, addresses, and weighted vote of
24 each unit owner entitled to vote at the meeting. Any unit
25 owner shall upon receipt of the request be provided with
26 the same information, within 10 days of the request, with

1 respect to each subsequent meeting to elect members of the
2 board of directors.

3 (3) If the initial board of directors of a master
4 association whose declaration is recorded on or after
5 August 10, 1990 is not elected by the unit owners or the
6 members of the underlying condominium association board of
7 managers at the time established in subdivision (f) (2), the
8 developer shall continue in office for a period of 30 days,
9 whereupon written notice of his resignation shall be sent
10 to all of the unit owners or members of the underlying
11 condominium board of managers entitled to vote at an
12 election for members of the board of directors.

13 (4) Within 60 days following the election of a majority
14 of the board of directors, other than the developer, by
15 unit owners, the developer shall deliver to the board of
16 directors:

17 (i) All original documents as recorded or filed
18 pertaining to the property, its administration, and
19 the association, such as the declaration, articles of
20 incorporation, other instruments, annual reports,
21 minutes, rules and regulations, and contracts, leases,
22 or other agreements entered into by the association. If
23 any original documents are unavailable, a copy may be
24 provided if certified by affidavit of the developer, or
25 an officer or agent of the developer, as being a
26 complete copy of the actual document recorded or filed.

1 (ii) A detailed accounting by the developer,
2 setting forth the source and nature of receipts and
3 expenditures in connection with the management,
4 maintenance and operation of the property, copies of
5 all insurance policies, and a list of any loans or
6 advances to the association which are outstanding.

7 (iii) Association funds, which shall have been at
8 all times segregated from any other moneys of the
9 developer.

10 (iv) A schedule of all real or personal property,
11 equipment and fixtures belonging to the association,
12 including documents transferring the property,
13 warranties, if any, for all real and personal property
14 and equipment, deeds, title insurance policies, and
15 all tax bills.

16 (v) A list of all litigation, administrative
17 action and arbitrations involving the association, any
18 notices of governmental bodies involving actions taken
19 or which may be taken concerning the association,
20 engineering and architectural drawings and
21 specifications as approved by any governmental
22 authority, all other documents filed with any other
23 governmental authority, all governmental certificates,
24 correspondence involving enforcement of any
25 association requirements, copies of any documents
26 relating to disputes involving unit owners, and

1 originals of all documents relating to everything
2 listed in this subparagraph.

3 (vi) If the developer fails to fully comply with
4 this paragraph (4) within the 60 days provided and
5 fails to fully comply within 10 days of written demand
6 mailed by registered or certified mail to his or her
7 last known address, the board may bring an action to
8 compel compliance with this paragraph (4). If the court
9 finds that any of the required deliveries were not made
10 within the required period, the board shall be entitled
11 to recover its reasonable attorneys' fees and costs
12 incurred from and after the date of expiration of the
13 10 day demand.

14 (5) With respect to any master association whose
15 declaration is recorded on or after August 10, 1990, any
16 contract, lease, or other agreement made prior to the
17 election of a majority of the board of directors other than
18 the developer by or on behalf of unit owners or underlying
19 condominium associations, the association or the board of
20 directors, which extends for a period of more than 2 years
21 from the recording of the declaration, shall be subject to
22 cancellation by more than 1/2 of the votes of the unit
23 owners, other than the developer, cast at a special meeting
24 of members called for that purpose during a period of 90
25 days prior to the expiration of the 2 year period if the
26 board of managers is elected by the unit owners, otherwise

1 by more than 1/2 of the underlying condominium board of
2 managers. At least 60 days prior to the expiration of the 2
3 year period, the board of directors, or, if the board is
4 still under developer control, then the board of managers
5 or the developer shall send notice to every unit owner or
6 underlying condominium board of managers, notifying them
7 of this provision, of what contracts, leases and other
8 agreements are affected, and of the procedure for calling a
9 meeting of the unit owners or for action by the underlying
10 condominium board of managers for the purpose of acting to
11 terminate such contracts, leases or other agreements.
12 During the 90 day period the other party to the contract,
13 lease, or other agreement shall also have the right of
14 cancellation.

15 (6) The statute of limitations for any actions in law
16 or equity which the master association may bring shall not
17 begin to run until the unit owners or underlying
18 condominium board of managers have elected a majority of
19 the members of the board of directors.

20 (g) In the event of any resale of a unit in a master
21 association by a unit owner other than the developer, the owner
22 shall obtain from the board of directors and shall make
23 available for inspection to the prospective purchaser, upon
24 demand, the following:

25 (1) A copy of the declaration, other instruments and
26 any rules and regulations.

1 (2) A statement of any liens, including a statement of
2 the account of the unit setting forth the amounts of unpaid
3 assessments and other charges due and owing.

4 (3) A statement of any capital expenditures
5 anticipated by the association within the current or
6 succeeding 2 fiscal years.

7 (4) A statement of the status and amount of any reserve
8 for replacement fund and any portion of such fund earmarked
9 for any specified project by the board of directors.

10 (5) A copy of the statement of financial condition of
11 the association for the last fiscal year for which such a
12 statement is available.

13 (6) A statement of the status of any pending suits or
14 judgments in which the association is a party that may have
15 a material adverse impact on the association's financial
16 condition.

17 (7) A statement setting forth what insurance coverage
18 is provided for all unit owners by the association.

19 (8) A statement that any known improvements or
20 alterations made to the unit, or any part of the common
21 areas assigned thereto, by the prior unit owner are in good
22 faith believed to be in compliance with the declaration of
23 the master association.

24 The principal officer of the unit owner's association or
25 such other officer, manager, or agent as is specifically
26 designated shall furnish the above information when requested

1 to do so in writing, within 30 days of receiving the request.

2 A reasonable fee covering the direct out-of-pocket cost of
3 copying and providing such information may be charged by the
4 association or its board of directors to the unit seller for
5 providing the information.

6 Within 15 days of the recording of a mortgage or trust deed
7 against a unit ownership given by the owner of that unit to
8 secure a debt, the owner shall inform the board of the master
9 association of the identity of the lender, together with a
10 mailing address at which the lender can receive notices from
11 the association. If a unit owner fails or refuses to inform the
12 board as required under this subsection, then that unit owner
13 is liable to the association for all costs, expenses, and
14 reasonable attorney's fees and other damages, if any, incurred
15 by the association as a result of the failure or refusal.

16 (g-1) The purchaser of a unit of a common interest
17 community at a judicial foreclosure sale, other than a
18 mortgagee, who takes possession of a unit of a common interest
19 community pursuant to a court order or a purchaser who acquires
20 title from a mortgagee shall have the duty to pay the
21 proportionate share, if any, of the common expenses for the
22 unit that would have become due in the absence of any
23 assessment acceleration during the 6 months immediately
24 preceding institution of an action to enforce the collection of
25 assessments and the court costs incurred by the association in
26 an action to enforce the collection that remain unpaid by the

1 owner during whose possession the assessments accrued. If the
2 outstanding assessments and the court costs incurred by the
3 association in an action to enforce the collection are paid at
4 any time during any action to enforce the collection of
5 assessments, the purchaser shall have no obligation to pay any
6 assessments that accrued before he or she acquired title. The
7 notice of sale of a unit of a common interest community under
8 subsection (c) of Section 15-1507 of the Code of Civil
9 Procedure shall state that the purchaser of the unit other than
10 a mortgagee shall pay the assessments and court costs required
11 by this subsection (g-1).

12 (h) Errors and omissions.

13 (1) If there is an omission or error in the declaration
14 or other instrument of the master association, the master
15 association may correct the error or omission by an
16 amendment to the declaration or other instrument, as may be
17 required to conform it to this Act, to any other applicable
18 statute, or to the declaration. The amendment shall be
19 adopted by vote of two-thirds of the members of the board
20 of directors or by a majority vote of the unit owners at a
21 meeting called for that purpose, unless the Act or the
22 declaration of the master association specifically
23 provides for greater percentages or different procedures.

24 (2) If, through a scrivener's error, a unit has not
25 been designated as owning an appropriate undivided share of
26 the common areas or does not bear an appropriate share of

1 the common expenses, or if all of the common expenses or
2 all of the common elements in the condominium have not been
3 distributed in the declaration, so that the sum total of
4 the shares of common areas which have been distributed or
5 the sum total of the shares of the common expenses fail to
6 equal 100%, or if it appears that more than 100% of the
7 common elements or common expenses have been distributed,
8 the error may be corrected by operation of law by filing an
9 amendment to the declaration, approved by vote of
10 two-thirds of the members of the board of directors or a
11 majority vote of the unit owners at a meeting called for
12 that purpose, which proportionately adjusts all percentage
13 interests so that the total is equal to 100%, unless the
14 declaration specifically provides for a different
15 procedure or different percentage vote by the owners of the
16 units and the owners of mortgages thereon affected by
17 modification being made in the undivided interest in the
18 common areas, the number of votes in the unit owners
19 association or the liability for common expenses
20 appertaining to the unit.

21 (3) If an omission or error or a scrivener's error in
22 the declaration or other instrument is corrected by vote of
23 two-thirds of the members of the board of directors
24 pursuant to the authority established in subdivisions
25 (h) (1) or (h) (2) of this Section, the board, upon written
26 petition by unit owners with 20% of the votes of the

1 association or resolutions adopted by the board of managers
2 or board of directors of the condominium and common
3 interest community associations which select 20% of the
4 members of the board of directors of the master
5 association, whichever is applicable, received within 30
6 days of the board action, shall call a meeting of the unit
7 owners or the boards of the condominium and common interest
8 community associations which select members of the board of
9 directors of the master association within 30 days of the
10 filing of the petition or receipt of the condominium and
11 common interest community association resolution to
12 consider the board action. Unless a majority of the votes
13 of the unit owners of the association are cast at the
14 meeting to reject the action, or board of managers or board
15 of directors of condominium and common interest community
16 associations which select over 50% of the members of the
17 board of the master association adopt resolutions prior to
18 the meeting rejecting the action of the board of directors
19 of the master association, it is ratified whether or not a
20 quorum is present.

21 (4) The procedures for amendments set forth in this
22 subsection (h) cannot be used if such an amendment would
23 materially or adversely affect property rights of the unit
24 owners unless the affected unit owners consent in writing.
25 This Section does not restrict the powers of the
26 association to otherwise amend the declaration, bylaws, or

1 other condominium instruments, but authorizes a simple
2 process of amendment requiring a lesser vote for the
3 purpose of correcting defects, errors, or omissions when
4 the property rights of the unit owners are not materially
5 or adversely affected.

6 (5) If there is an omission or error in the declaration
7 or other instruments that may not be corrected by an
8 amendment procedure set forth in subdivision (h)(1) or
9 (h)(2) of this Section, then the circuit court in the
10 county in which the master association is located shall
11 have jurisdiction to hear a petition of one or more of the
12 unit owners thereon or of the association, to correct the
13 error or omission, and the action may be a class action.
14 The court may require that one or more methods of
15 correcting the error or omission be submitted to the unit
16 owners to determine the most acceptable correction. All
17 unit owners in the association must be joined as parties to
18 the action. Service of process on owners may be by
19 publication, but the plaintiff shall furnish all unit
20 owners not personally served with process with copies of
21 the petition and final judgment of the court by certified
22 mail, return receipt requested, at their last known
23 address.

24 (6) Nothing contained in this Section shall be
25 construed to invalidate any provision of a declaration
26 authorizing the developer to amend an instrument prior to

1 the latest date on which the initial membership meeting of
2 the unit owners must be held, whether or not it has
3 actually been held, to bring the instrument into compliance
4 with the legal requirements of the Federal National
5 Mortgage Association, the Federal Home Loan Mortgage
6 Corporation, the Federal Housing Administration, the
7 United States Veterans Administration or their respective
8 successors and assigns.

9 (i) The provisions of subsections (c) through (h) are
10 applicable to all declarations, other condominium instruments,
11 and other duly recorded covenants establishing the powers and
12 duties of the master association recorded under this Act. Any
13 portion of a declaration, other condominium instrument, or
14 other duly recorded covenant establishing the powers and duties
15 of a master association which contains provisions contrary to
16 the provisions of subsection (c) through (h) shall be void as
17 against public policy and ineffective. Any declaration, other
18 condominium instrument, or other duly recorded covenant
19 establishing the powers and duties of the master association
20 which fails to contain the provisions required by subsections
21 (c) through (h) shall be deemed to incorporate such provisions
22 by operation of law.

23 (j) (Blank).

24 (Source: P.A. 96-1045, eff. 7-14-10; 97-535, eff. 1-1-12;
25 97-605, eff. 8-26-11; 97-813, eff. 7-13-12.)".