

1 AN ACT concerning civil law.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Condominium Property Act is amended by
5 changing Section 18 as follows:

6 (765 ILCS 605/18) (from Ch. 30, par. 318)

7 Sec. 18. Contents of bylaws. The bylaws shall provide for
8 at least the following:

9 (a) (1) The election from among the unit owners of a
10 board of managers, the number of persons constituting such
11 board, and that the terms of at least one-third of the
12 members of the board shall expire annually and that all
13 members of the board shall be elected at large; if there
14 are multiple owners of a single unit, only one of the
15 multiple owners shall be eligible to serve as a member of
16 the board at any one time. A declaration first submitting
17 property to the provisions of this Act, in accordance with
18 Section 3 after the effective date of this amendatory Act
19 of the 102nd General Assembly, or an amendment to the
20 condominium instruments adopted in accordance with Section
21 27 after the effective date of this amendatory Act of the
22 102nd General Assembly, may provide that a majority of the
23 board of managers, or such lesser number as may be

1 specified in the declaration, must be comprised of unit
2 owners occupying their unit as their primary residence;
3 provided that the condominium instruments may not require
4 that more than a majority of the board shall be comprised
5 of unit owners who occupy their unit as their principal
6 residence;

7 (2) the powers and duties of the board;

8 (3) the compensation, if any, of the members of the
9 board;

10 (4) the method of removal from office of members of
11 the board;

12 (5) that the board may engage the services of a
13 manager or managing agent;

14 (6) that each unit owner shall receive, at least 25
15 days prior to the adoption thereof by the board of
16 managers, a copy of the proposed annual budget together
17 with an indication of which portions are intended for
18 reserves, capital expenditures or repairs or payment of
19 real estate taxes;

20 (7) that the board of managers shall annually supply
21 to all unit owners an itemized accounting of the common
22 expenses for the preceding year actually incurred or paid,
23 together with an indication of which portions were for
24 reserves, capital expenditures or repairs or payment of
25 real estate taxes and with a tabulation of the amounts
26 collected pursuant to the budget or assessment, and

1 showing the net excess or deficit of income over
2 expenditures plus reserves;

3 (8) (i) that each unit owner shall receive notice, in
4 the same manner as is provided in this Act for membership
5 meetings, of any meeting of the board of managers
6 concerning the adoption of the proposed annual budget and
7 regular assessments pursuant thereto or to adopt a
8 separate (special) assessment, (ii) that except as
9 provided in subsection (iv) below, if an adopted budget or
10 any separate assessment adopted by the board would result
11 in the sum of all regular and separate assessments payable
12 in the current fiscal year exceeding 115% of the sum of all
13 regular and separate assessments payable during the
14 preceding fiscal year, the board of managers, upon written
15 petition by unit owners with 20 percent of the votes of the
16 association delivered to the board within 21 days of the
17 board action, shall call a meeting of the unit owners
18 within 30 days of the date of delivery of the petition to
19 consider the budget or separate assessment; unless a
20 majority of the total votes of the unit owners are cast at
21 the meeting to reject the budget or separate assessment,
22 it is ratified, (iii) that any common expense not set
23 forth in the budget or any increase in assessments over
24 the amount adopted in the budget shall be separately
25 assessed against all unit owners, (iv) that separate
26 assessments for expenditures relating to emergencies or

1 mandated by law may be adopted by the board of managers
2 without being subject to unit owner approval or the
3 provisions of item (ii) above or item (v) below. As used
4 herein, "emergency" means an immediate danger to the
5 structural integrity of the common elements or to the
6 life, health, safety or property of the unit owners, (v)
7 that assessments for additions and alterations to the
8 common elements or to association-owned property not
9 included in the adopted annual budget, shall be separately
10 assessed and are subject to approval of two-thirds of the
11 total votes of all unit owners, (vi) that the board of
12 managers may adopt separate assessments payable over more
13 than one fiscal year. With respect to multi-year
14 assessments not governed by items (iv) and (v), the entire
15 amount of the multi-year assessment shall be deemed
16 considered and authorized in the first fiscal year in
17 which the assessment is approved;

18 (9) (A) that every meeting of the board of managers
19 shall be open to any unit owner, except that the board may
20 close any portion of a noticed meeting or meet separately
21 from a noticed meeting to: (i) discuss litigation when an
22 action against or on behalf of the particular association
23 has been filed and is pending in a court or administrative
24 tribunal, or when the board of managers finds that such an
25 action is probable or imminent, (ii) discuss the
26 appointment, employment, engagement, or dismissal of an

1 employee, independent contractor, agent, or other provider
2 of goods and services, (iii) interview a potential
3 employee, independent contractor, agent, or other provider
4 of goods and services, (iv) discuss violations of rules
5 and regulations of the association, (v) discuss a unit
6 owner's unpaid share of common expenses, or (vi) consult
7 with the association's legal counsel; that any vote on
8 these matters shall take place at a meeting of the board of
9 managers or portion thereof open to any unit owner;

10 (B) that board members may participate in and act at
11 any meeting of the board of managers in person, by
12 telephonic means, or by use of any acceptable
13 technological means whereby all persons participating in
14 the meeting can communicate with each other; that
15 participation constitutes attendance and presence in
16 person at the meeting;

17 (C) that any unit owner may record the proceedings at
18 meetings of the board of managers or portions thereof
19 required to be open by this Act by tape, film or other
20 means, and that the board may prescribe reasonable rules
21 and regulations to govern the right to make such
22 recordings;

23 (D) that notice of every meeting of the board of
24 managers shall be given to every board member at least 48
25 hours prior thereto, unless the board member waives notice
26 of the meeting pursuant to subsection (a) of Section 18.8;

1 and

2 (E) that notice of every meeting of the board of
3 managers shall be posted in entranceways, elevators, or
4 other conspicuous places in the condominium at least 48
5 hours prior to the meeting of the board of managers except
6 where there is no common entranceway for 7 or more units,
7 the board of managers may designate one or more locations
8 in the proximity of these units where the notices of
9 meetings shall be posted; that notice of every meeting of
10 the board of managers shall also be given at least 48 hours
11 prior to the meeting, or such longer notice as this Act may
12 separately require, to: (i) each unit owner who has
13 provided the association with written authorization to
14 conduct business by acceptable technological means, and
15 (ii) to the extent that the condominium instruments of an
16 association require, to each other unit owner, as required
17 by subsection (f) of Section 18.8, by mail or delivery,
18 and that no other notice of a meeting of the board of
19 managers need be given to any unit owner;

20 (10) that the board shall meet at least 4 times
21 annually;

22 (11) that no member of the board or officer shall be
23 elected for a term of more than 2 years, but that officers
24 and board members may succeed themselves;

25 (12) the designation of an officer to mail and receive
26 all notices and execute amendments to condominium

1 instruments as provided for in this Act and in the
2 condominium instruments;

3 (13) the method of filling vacancies on the board
4 which shall include authority for the remaining members of
5 the board to fill the vacancy by two-thirds vote until the
6 next annual meeting of unit owners or for a period
7 terminating no later than 30 days following the filing of
8 a petition signed by unit owners holding 20% of the votes
9 of the association requesting a meeting of the unit owners
10 to fill the vacancy for the balance of the term, and that a
11 meeting of the unit owners shall be called for purposes of
12 filling a vacancy on the board no later than 30 days
13 following the filing of a petition signed by unit owners
14 holding 20% of the votes of the association requesting
15 such a meeting, and the method of filling vacancies among
16 the officers that shall include the authority for the
17 members of the board to fill the vacancy for the unexpired
18 portion of the term;

19 (14) what percentage of the board of managers, if
20 other than a majority, shall constitute a quorum;

21 (15) provisions concerning notice of board meetings to
22 members of the board;

23 (16) the board of managers may not enter into a
24 contract with a current board member or with a corporation
25 or partnership in which a board member or a member of the
26 board member's immediate family has 25% or more interest,

1 unless notice of intent to enter the contract is given to
2 unit owners within 20 days after a decision is made to
3 enter into the contract and the unit owners are afforded
4 an opportunity by filing a petition, signed by 20% of the
5 unit owners, for an election to approve or disapprove the
6 contract; such petition shall be filed within 30 days
7 after such notice and such election shall be held within
8 30 days after filing the petition; for purposes of this
9 subsection, a board member's immediate family means the
10 board member's spouse, parents, and children;

11 (17) that the board of managers may disseminate to
12 unit owners biographical and background information about
13 candidates for election to the board if (i) reasonable
14 efforts to identify all candidates are made and all
15 candidates are given an opportunity to include
16 biographical and background information in the information
17 to be disseminated; and (ii) the board does not express a
18 preference in favor of any candidate;

19 (18) any proxy distributed for board elections by the
20 board of managers gives unit owners the opportunity to
21 designate any person as the proxy holder, and gives the
22 unit owner the opportunity to express a preference for any
23 of the known candidates for the board or to write in a
24 name;

25 (19) that special meetings of the board of managers
26 can be called by the president or 25% of the members of the

1 board;

2 (20) that the board of managers may establish and
3 maintain a system of master metering of public utility
4 services and collect payments in connection therewith,
5 subject to the requirements of the Tenant Utility Payment
6 Disclosure Act; and

7 (21) that the board may ratify and confirm actions of
8 the members of the board taken in response to an
9 emergency, as that term is defined in subdivision
10 (a)(8)(iv) of this Section; that the board shall give
11 notice to the unit owners of: (i) the occurrence of the
12 emergency event within 7 business days after the emergency
13 event, and (ii) the general description of the actions
14 taken to address the event within 7 days after the
15 emergency event.

16 The intent of the provisions of Public Act 99-472
17 adding this paragraph (21) is to empower and support
18 boards to act in emergencies.

19 (b)(1) What percentage of the unit owners, if other
20 than 20%, shall constitute a quorum provided that, for
21 condominiums with 20 or more units, the percentage of unit
22 owners constituting a quorum shall be 20% unless the unit
23 owners holding a majority of the percentage interest in
24 the association provide for a higher percentage, provided
25 that in voting on amendments to the association's bylaws,
26 a unit owner who is in arrears on the unit owner's regular

1 or separate assessments for 60 days or more, shall not be
2 counted for purposes of determining if a quorum is
3 present, but that unit owner retains the right to vote on
4 amendments to the association's bylaws;

5 (2) that the association shall have one class of
6 membership;

7 (3) that the members shall hold an annual meeting, one
8 of the purposes of which shall be to elect members of the
9 board of managers;

10 (4) the method of calling meetings of the unit owners;

11 (5) that special meetings of the members can be called
12 by the president, board of managers, or by 20% of unit
13 owners;

14 (6) that written notice of any membership meeting
15 shall be mailed or delivered giving members no less than
16 10 and no more than 30 days notice of the time, place and
17 purpose of such meeting except that notice may be sent, to
18 the extent the condominium instruments or rules adopted
19 thereunder expressly so provide, by electronic
20 transmission consented to by the unit owner to whom the
21 notice is given, provided the director and officer or his
22 agent certifies in writing to the delivery by electronic
23 transmission;

24 (7) that voting shall be on a percentage basis, and
25 that the percentage vote to which each unit is entitled is
26 the percentage interest of the undivided ownership of the

1 common elements appurtenant thereto, provided that the
2 bylaws may provide for approval by unit owners in
3 connection with matters where the requisite approval on a
4 percentage basis is not specified in this Act, on the
5 basis of one vote per unit;

6 (8) that, where there is more than one owner of a unit,
7 if only one of the multiple owners is present at a meeting
8 of the association, he is entitled to cast all the votes
9 allocated to that unit, if more than one of the multiple
10 owners are present, the votes allocated to that unit may
11 be cast only in accordance with the agreement of a
12 majority in interest of the multiple owners, unless the
13 declaration expressly provides otherwise, that there is
14 majority agreement if any one of the multiple owners cast
15 the votes allocated to that unit without protest being
16 made promptly to the person presiding over the meeting by
17 any of the other owners of the unit;

18 (9) (A) except as provided in subparagraph (B) of this
19 paragraph (9) in connection with board elections, that a
20 unit owner may vote by proxy executed in writing by the
21 unit owner or by his duly authorized attorney in fact;
22 that the proxy must bear the date of execution and, unless
23 the condominium instruments or the written proxy itself
24 provide otherwise, is invalid after 11 months from the
25 date of its execution; to the extent the condominium
26 instruments or rules adopted thereunder expressly so

1 provide, a vote or proxy may be submitted by electronic
2 transmission, provided that any such electronic
3 transmission shall either set forth or be submitted with
4 information from which it can be determined that the
5 electronic transmission was authorized by the unit owner
6 or the unit owner's proxy;

7 (B) that if a rule adopted at least 120 days before a
8 board election or the declaration or bylaws provide for
9 balloting as set forth in this subsection, unit owners may
10 not vote by proxy in board elections, but may vote only (i)
11 by submitting an association-issued ballot in person at
12 the election meeting or (ii) by submitting an
13 association-issued ballot to the association or its
14 designated agent by mail or other means of delivery
15 specified in the declaration, bylaws, or rule; that the
16 ballots shall be mailed or otherwise distributed to unit
17 owners not less than 10 and not more than 30 days before
18 the election meeting, and the board shall give unit owners
19 not less than 21 days' prior written notice of the
20 deadline for inclusion of a candidate's name on the
21 ballots; that the deadline shall be no more than 7 days
22 before the ballots are mailed or otherwise distributed to
23 unit owners; that every such ballot must include the names
24 of all candidates who have given the board or its
25 authorized agent timely written notice of their candidacy
26 and must give the person casting the ballot the

1 opportunity to cast votes for candidates whose names do
2 not appear on the ballot; that a ballot received by the
3 association or its designated agent after the close of
4 voting shall not be counted; that a unit owner who submits
5 a ballot by mail or other means of delivery specified in
6 the declaration, bylaws, or rule may request and cast a
7 ballot in person at the election meeting, and thereby void
8 any ballot previously submitted by that unit owner;

9 (B-5) that if a rule adopted at least 120 days before a
10 board election or the declaration or bylaws provide for
11 balloting as set forth in this subparagraph, unit owners
12 may not vote by proxy in board elections, but may vote only
13 (i) by submitting an association-issued ballot in person
14 at the election meeting; or (ii) by any acceptable
15 technological means as defined in Section 2 of this Act;
16 instructions regarding the use of electronic means for
17 voting shall be distributed to all unit owners not less
18 than 10 and not more than 30 days before the election
19 meeting, and the board shall give unit owners not less
20 than 21 days' prior written notice of the deadline for
21 inclusion of a candidate's name on the ballots; the
22 deadline shall be no more than 7 days before the
23 instructions for voting using electronic or acceptable
24 technological means is distributed to unit owners; every
25 instruction notice must include the names of all
26 candidates who have given the board or its authorized

1 agent timely written notice of their candidacy and must
2 give the person voting through electronic or acceptable
3 technological means the opportunity to cast votes for
4 candidates whose names do not appear on the ballot; a unit
5 owner who submits a vote using electronic or acceptable
6 technological means may request and cast a ballot in
7 person at the election meeting, thereby voiding any vote
8 previously submitted by that unit owner;

9 (C) that if a written petition by unit owners with at
10 least 20% of the votes of the association is delivered to
11 the board within 30 days after the board's approval of a
12 rule adopted pursuant to subparagraph (B) or subparagraph
13 (B-5) of this paragraph (9), the board shall call a
14 meeting of the unit owners within 30 days after the date of
15 delivery of the petition; that unless a majority of the
16 total votes of the unit owners are cast at the meeting to
17 reject the rule, the rule is ratified;

18 (D) that votes cast by ballot under subparagraph (B)
19 or electronic or acceptable technological means under
20 subparagraph (B-5) of this paragraph (9) are valid for the
21 purpose of establishing a quorum;

22 (10) that the association may, upon adoption of the
23 appropriate rules by the board of managers, conduct
24 elections by secret ballot whereby the voting ballot is
25 marked only with the percentage interest for the unit and
26 the vote itself, provided that the board further adopt

1 rules to verify the status of the unit owner issuing a
2 proxy or casting a ballot; and further, that a candidate
3 for election to the board of managers or such candidate's
4 representative shall have the right to be present at the
5 counting of ballots at such election;

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

1 (12) the method by which matters subject to the
2 approval of unit owners set forth in this Act, or in the
3 condominium instruments, will be submitted to the unit
4 owners at special membership meetings called for such
5 purposes; and

6 (13) that matters subject to the affirmative vote of
7 not less than 2/3 of the votes of unit owners at a meeting
8 duly called for that purpose, shall include, but not be
9 limited to:

10 (i) merger or consolidation of the association;

11 (ii) sale, lease, exchange, or other disposition
12 (excluding the mortgage or pledge) of all, or
13 substantially all of the property and assets of the
14 association; and

15 (iii) the purchase or sale of land or of units on
16 behalf of all unit owners.

17 (c) Election of a president from among the board of
18 managers, who shall preside over the meetings of the board
19 of managers and of the unit owners.

20 (d) Election of a secretary from among the board of
21 managers, who shall keep the minutes of all meetings of
22 the board of managers and of the unit owners and who shall,
23 in general, perform all the duties incident to the office
24 of secretary.

25 (e) Election of a treasurer from among the board of
26 managers, who shall keep the financial records and books

1 of account.

2 (f) Maintenance, repair and replacement of the common
3 elements and payments therefor, including the method of
4 approving payment vouchers.

5 (g) An association with 30 or more units shall obtain
6 and maintain fidelity insurance covering persons who
7 control or disburse funds of the association for the
8 maximum amount of coverage available to protect funds in
9 the custody or control of the association plus the
10 association reserve fund. All management companies which
11 are responsible for the funds held or administered by the
12 association shall maintain and furnish to the association
13 a fidelity bond for the maximum amount of coverage
14 available to protect funds in the custody of the
15 management company at any time. The association shall bear
16 the cost of the fidelity insurance and fidelity bond,
17 unless otherwise provided by contract between the
18 association and a management company. The association
19 shall be the direct obligee of any such fidelity bond. A
20 management company holding reserve funds of an association
21 shall at all times maintain a separate account for each
22 association, provided, however, that for investment
23 purposes, the Board of Managers of an association may
24 authorize a management company to maintain the
25 association's reserve funds in a single interest bearing
26 account with similar funds of other associations. The

1 management company shall at all times maintain records
2 identifying all moneys of each association in such
3 investment account. The management company may hold all
4 operating funds of associations which it manages in a
5 single operating account but shall at all times maintain
6 records identifying all moneys of each association in such
7 operating account. Such operating and reserve funds held
8 by the management company for the association shall not be
9 subject to attachment by any creditor of the management
10 company.

11 For the purpose of this subsection, a management
12 company shall be defined as a person, partnership,
13 corporation, or other legal entity entitled to transact
14 business on behalf of others, acting on behalf of or as an
15 agent for a unit owner, unit owners or association of unit
16 owners for the purpose of carrying out the duties,
17 responsibilities, and other obligations necessary for the
18 day to day operation and management of any property
19 subject to this Act. For purposes of this subsection, the
20 term "fiduciary insurance coverage" shall be defined as
21 both a fidelity bond and directors and officers liability
22 coverage, the fidelity bond in the full amount of
23 association funds and association reserves that will be in
24 the custody of the association, and the directors and
25 officers liability coverage at a level as shall be
26 determined to be reasonable by the board of managers, if

1 not otherwise established by the declaration or by laws.

2 Until one year after September 21, 1985 (the effective
3 date of Public Act 84-722), if a condominium association
4 has reserves plus assessments in excess of \$250,000 and
5 cannot reasonably obtain 100% fidelity bond coverage for
6 such amount, then it must obtain a fidelity bond coverage
7 of \$250,000.

8 (h) Method of estimating the amount of the annual
9 budget, and the manner of assessing and collecting from
10 the unit owners their respective shares of such estimated
11 expenses, and of any other expenses lawfully agreed upon.

12 (i) That upon 10 days notice to the manager or board of
13 managers and payment of a reasonable fee, any unit owner
14 shall be furnished a statement of his account setting
15 forth the amount of any unpaid assessments or other
16 charges due and owing from such owner.

17 (j) Designation and removal of personnel necessary for
18 the maintenance, repair and replacement of the common
19 elements.

20 (k) Such restrictions on and requirements respecting
21 the use and maintenance of the units and the use of the
22 common elements, not set forth in the declaration, as are
23 designed to prevent unreasonable interference with the use
24 of their respective units and of the common elements by
25 the several unit owners.

26 (l) Method of adopting and of amending administrative

1 rules and regulations governing the operation and use of
2 the common elements.

3 (m) The percentage of votes required to modify or
4 amend the bylaws, but each one of the particulars set
5 forth in this section shall always be embodied in the
6 bylaws.

7 (n) (i) The provisions of this Act, the declaration,
8 bylaws, other condominium instruments, and rules and
9 regulations that relate to the use of the individual unit
10 or the common elements shall be applicable to any person
11 leasing a unit and shall be deemed to be incorporated in
12 any lease executed or renewed on or after August 30, 1984
13 (the effective date of Public Act 83-1271).

14 (ii) With regard to any lease entered into subsequent
15 to July 1, 1990 (the effective date of Public Act 86-991),
16 the unit owner leasing the unit shall deliver a copy of the
17 signed lease to the board or if the lease is oral, a
18 memorandum of the lease, not later than the date of
19 occupancy or 10 days after the lease is signed, whichever
20 occurs first. In addition to any other remedies, by filing
21 an action jointly against the tenant and the unit owner,
22 an association may seek to enjoin a tenant from occupying
23 a unit or seek to evict a tenant under the provisions of
24 Article IX of the Code of Civil Procedure for failure of
25 the lessor-owner to comply with the leasing requirements
26 prescribed by this Section or by the declaration, bylaws,

1 and rules and regulations. The board of managers may
2 proceed directly against a tenant, at law or in equity, or
3 under the provisions of Article IX of the Code of Civil
4 Procedure, for any other breach by tenant of any
5 covenants, rules, regulations or bylaws.

6 (o) The association shall have no authority to forbear
7 the payment of assessments by any unit owner.

8 (p) That when 30% or fewer of the units, by number,
9 possess over 50% in the aggregate of the votes in the
10 association, any percentage vote of members specified
11 herein or in the condominium instruments shall require the
12 specified percentage by number of units rather than by
13 percentage of interest in the common elements allocated to
14 units that would otherwise be applicable and garage units
15 or storage units, or both, shall have, in total, no more
16 votes than their aggregate percentage of ownership in the
17 common elements; this shall mean that if garage units or
18 storage units, or both, are to be given a vote, or portion
19 of a vote, that the association must add the total number
20 of votes cast of garage units, storage units, or both, and
21 divide the total by the number of garage units, storage
22 units, or both, and multiply by the aggregate percentage
23 of ownership of garage units and storage units to
24 determine the vote, or portion of a vote, that garage
25 units or storage units, or both, have. For purposes of
26 this subsection (p), when making a determination of

1 whether 30% or fewer of the units, by number, possess over
2 50% in the aggregate of the votes in the association, a
3 unit shall not include a garage unit or a storage unit.

4 (q) That a unit owner may not assign, delegate,
5 transfer, surrender, or avoid the duties,
6 responsibilities, and liabilities of a unit owner under
7 this Act, the condominium instruments, or the rules and
8 regulations of the Association; and that such an attempted
9 assignment, delegation, transfer, surrender, or avoidance
10 shall be deemed void.

11 The provisions of this Section are applicable to all
12 condominium instruments recorded under this Act. Any portion
13 of a condominium instrument which contains provisions contrary
14 to these provisions shall be void as against public policy and
15 ineffective. Any such instrument which fails to contain the
16 provisions required by this Section shall be deemed to
17 incorporate such provisions by operation of law.

18 (Source: P.A. 99-472, eff. 6-1-16; 99-567, eff. 1-1-17;
19 99-642, eff. 7-28-16; 100-292, eff. 1-1-18; 100-416, eff.
20 1-1-18; 100-863, eff. 8-14-18.)