



103RD GENERAL ASSEMBLY

State of Illinois

2023 and 2024

HB4090

Introduced 5/16/2023, by Rep. Suzanne M. Ness

SYNOPSIS AS INTRODUCED:

765 ILCS 160/1-45	
765 ILCS 605/18	from Ch. 30, par. 318
765 ILCS 605/18.5	from Ch. 30, par. 318.5
765 ILCS 735/Act title	
765 ILCS 735/0.01	from Ch. 80, par. 61
765 ILCS 735/1.5 new	
765 ILCS 740/Act rep.	

Amends the Rental Property Utility Service Act by changing the short title to the Residential Property Utility Service Act and changing the Act title. Repeals the Tenant Utility Payment Disclosure Act and adds the provisions of the repealed Act to the Residential Property Utility Service Act. Amends the Common Interest Community Association Act and the Condominium Property Act to make conforming changes.

LRB103 32446 LNS 61933 b

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 Common Interest Community Association Act
5 is amended by changing Section 1-45 as follows:

6 (765 ILCS 160/1-45)

7 Sec. 1-45. Finances.

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

14 (b) The board shall provide all members with a reasonably
15 detailed summary of the receipts, common expenses, and
16 reserves for the preceding budget year. The board shall (i)
17 make available for review to all members an itemized
18 accounting of the common expenses for the preceding year
19 actually incurred or paid, together with an indication of
20 which portions were for reserves, capital expenditures or
21 repairs or payment of real estate taxes and with a tabulation
22 of the amounts collected pursuant to the budget or assessment,
23 and showing the net excess or deficit of income over

1 expenditures plus reserves or (ii) provide a consolidated
2 annual independent audit report of the financial status of all
3 fund accounts within the association.

4 (c) If an adopted budget or any separate assessment
5 adopted by the board would result in the sum of all regular and
6 separate assessments payable in the current fiscal year
7 exceeding 115% of the sum of all regular and separate
8 assessments payable during the preceding fiscal year, the
9 common interest community association, upon written petition
10 by members with 20% of the votes of the association delivered
11 to the board within 14 days of the board action, shall call a
12 meeting of the members within 30 days of the date of delivery
13 of the petition to consider the budget or separate assessment;
14 unless a majority of the total votes of the members are cast at
15 the meeting to reject the budget or separate assessment, it
16 shall be deemed ratified.

17 (d) If total common expenses exceed the total amount of
18 the approved and adopted budget, the common interest community
19 association shall disclose this variance to all its members
20 and specifically identify the subsequent assessments needed to
21 offset this variance in future budgets.

22 (e) Separate assessments for expenditures relating to
23 emergencies or mandated by law may be adopted by the board
24 without being subject to member approval or the provisions of
25 subsection (c) or (f) of this Section. As used herein,
26 "emergency" means a danger to or a compromise of the

1 structural integrity of the common areas or any of the common
2 facilities of the common interest community. "Emergency" also
3 includes a danger to the life, health or safety of the
4 membership.

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

10 (g) The board may adopt separate assessments payable over
11 more than one fiscal year. With respect to multi-year
12 assessments not governed by subsections (e) and (f) of this
13 Section, the entire amount of the multi-year assessment shall
14 be deemed considered and authorized in the first fiscal year
15 in which the assessment is approved.

16 (h) The board of a common interest community association
17 shall have the authority to establish and maintain a system of
18 master metering of public utility services to collect payments
19 in conjunction therewith, subject to the requirements of
20 Section 1.5 of the Residential Property Utility Service ~~the~~
21 ~~Tenant Utility Payment Disclosure~~ Act.

22 (i) An association subject to this Act that consists of
23 100 or more units shall use generally accepted accounting
24 principles in fulfilling any accounting obligations under this
25 Act.

26 (Source: P.A. 100-292, eff. 1-1-18.)

1 Section 10. The Condominium Property Act is amended by
2 changing Sections 18 and 18.5 as follows:

3 (765 ILCS 605/18) (from Ch. 30, par. 318)

4 Sec. 18. Contents of bylaws. The bylaws shall provide for
5 at least the following:

6 (a) (1) The election from among the unit owners of a
7 board of managers, the number of persons constituting such
8 board, and that the terms of at least one-third of the
9 members of the board shall expire annually and that all
10 members of the board shall be elected at large; if there
11 are multiple owners of a single unit, only one of the
12 multiple owners shall be eligible to serve as a member of
13 the board at any one time. A declaration first submitting
14 property to the provisions of this Act, in accordance with
15 Section 3 after the effective date of this amendatory Act
16 of the 102nd General Assembly, or an amendment to the
17 condominium instruments adopted in accordance with Section
18 27 after the effective date of this amendatory Act of the
19 102nd General Assembly, may provide that a majority of the
20 board of managers, or such lesser number as may be
21 specified in the declaration, must be comprised of unit
22 owners occupying their unit as their primary residence;
23 provided that the condominium instruments may not require
24 that more than a majority of the board shall be comprised

1 of unit owners who occupy their unit as their principal
2 residence;

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

4 (3) the compensation, if any, of the members of the
5 board;

6 (4) the method of removal from office of members of
7 the board;

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

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

16 (7) that the board of managers shall annually supply
17 to all unit owners an itemized accounting of the common
18 expenses for the preceding year actually incurred or paid,
19 together with an indication of which portions were for
20 reserves, capital expenditures or repairs or payment of
21 real estate taxes and with a tabulation of the amounts
22 collected pursuant to the budget or assessment, and
23 showing the net excess or deficit of income over
24 expenditures plus reserves;

25 (8) (i) that each unit owner shall receive notice, in
26 the same manner as is provided in this Act for membership

1 meetings, of any meeting of the board of managers
2 concerning the adoption of the proposed annual budget and
3 regular assessments pursuant thereto or to adopt a
4 separate (special) assessment, (ii) that except as
5 provided in subsection (iv) below, if an adopted budget or
6 any separate assessment adopted by the board would result
7 in the sum of all regular and separate assessments payable
8 in the current fiscal year exceeding 115% of the sum of all
9 regular and separate assessments payable during the
10 preceding fiscal year, the board of managers, upon written
11 petition by unit owners with 20 percent of the votes of the
12 association delivered to the board within 21 days of the
13 board action, shall call a meeting of the unit owners
14 within 30 days of the date of delivery of the petition to
15 consider the budget or separate assessment; unless a
16 majority of the total votes of the unit owners are cast at
17 the meeting to reject the budget or separate assessment,
18 it is ratified, (iii) that any common expense not set
19 forth in the budget or any increase in assessments over
20 the amount adopted in the budget shall be separately
21 assessed against all unit owners, (iv) that separate
22 assessments for expenditures relating to emergencies or
23 mandated by law may be adopted by the board of managers
24 without being subject to unit owner approval or the
25 provisions of item (ii) above or item (v) below. As used
26 herein, "emergency" means an immediate danger to the

1 structural integrity of the common elements or to the
2 life, health, safety or property of the unit owners, (v)
3 that assessments for additions and alterations to the
4 common elements or to association-owned property not
5 included in the adopted annual budget, shall be separately
6 assessed and are subject to approval of two-thirds of the
7 total votes of all unit owners, (vi) that the board of
8 managers may adopt separate assessments payable over more
9 than one fiscal year. With respect to multi-year
10 assessments not governed by items (iv) and (v), the entire
11 amount of the multi-year assessment shall be deemed
12 considered and authorized in the first fiscal year in
13 which the assessment is approved;

14 (9) (A) that every meeting of the board of managers
15 shall be open to any unit owner, except that the board may
16 close any portion of a noticed meeting or meet separately
17 from a noticed meeting to: (i) discuss litigation when an
18 action against or on behalf of the particular association
19 has been filed and is pending in a court or administrative
20 tribunal, or when the board of managers finds that such an
21 action is probable or imminent, (ii) discuss the
22 appointment, employment, engagement, or dismissal of an
23 employee, independent contractor, agent, or other provider
24 of goods and services, (iii) interview a potential
25 employee, independent contractor, agent, or other provider
26 of goods and services, (iv) discuss violations of rules

1 and regulations of the association, (v) discuss a unit
2 owner's unpaid share of common expenses, or (vi) consult
3 with the association's legal counsel; that any vote on
4 these matters shall take place at a meeting of the board of
5 managers or portion thereof open to any unit owner;

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

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

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

24 (E) that notice of every meeting of the board of
25 managers shall be posted in entranceways, elevators, or
26 other conspicuous places in the condominium at least 48

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

16 (10) that the board shall meet at least 4 times
17 annually;

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

21 (12) the designation of an officer to mail and receive
22 all notices and execute amendments to condominium
23 instruments as provided for in this Act and in the
24 condominium instruments;

25 (13) the method of filling vacancies on the board
26 which shall include authority for the remaining members of

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

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

17 (15) provisions concerning notice of board meetings to
18 members of the board;

19 (16) the board of managers may not enter into a
20 contract with a current board member or with a corporation
21 or partnership in which a board member or a member of the
22 board member's immediate family has 25% or more interest,
23 unless notice of intent to enter the contract is given to
24 unit owners within 20 days after a decision is made to
25 enter into the contract and the unit owners are afforded
26 an opportunity by filing a petition, signed by 20% of the

1 unit owners, for an election to approve or disapprove the
2 contract; such petition shall be filed within 30 days
3 after such notice and such election shall be held within
4 30 days after filing the petition; for purposes of this
5 subsection, a board member's immediate family means the
6 board member's spouse, parents, and children;

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

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

21 (19) that special meetings of the board of managers
22 can be called by the president or 25% of the members of the
23 board;

24 (20) that the board of managers may establish and
25 maintain a system of master metering of public utility
26 services and collect payments in connection therewith,

1 subject to the requirements of Section 1.5 of the
2 Residential Property Utility Service ~~the Tenant Utility~~
3 ~~Payment Disclosure Act~~; and

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

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

16 (b) (1) What percentage of the unit owners, if other
17 than 20%, shall constitute a quorum provided that, for
18 condominiums with 20 or more units, the percentage of unit
19 owners constituting a quorum shall be 20% unless the unit
20 owners holding a majority of the percentage interest in
21 the association provide for a higher percentage, provided
22 that in voting on amendments to the association's bylaws,
23 a unit owner who is in arrears on the unit owner's regular
24 or separate assessments for 60 days or more, shall not be
25 counted for purposes of determining if a quorum is
26 present, but that unit owner retains the right to vote on

1 amendments to the association's bylaws;

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

4 (3) that the members shall hold an annual meeting, one
5 of the purposes of which shall be to elect members of the
6 board of managers;

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

8 (5) that special meetings of the members can be called
9 by the president, board of managers, or by 20% of unit
10 owners;

11 (6) that written notice of any membership meeting
12 shall be mailed or delivered giving members no less than
13 10 and no more than 30 days notice of the time, place and
14 purpose of such meeting except that notice may be sent, to
15 the extent the condominium instruments or rules adopted
16 thereunder expressly so provide, by electronic
17 transmission consented to by the unit owner to whom the
18 notice is given, provided the director and officer or his
19 agent certifies in writing to the delivery by electronic
20 transmission;

21 (7) that voting shall be on a percentage basis, and
22 that the percentage vote to which each unit is entitled is
23 the percentage interest of the undivided ownership of the
24 common elements appurtenant thereto, provided that the
25 bylaws may provide for approval by unit owners in
26 connection with matters where the requisite approval on a

1 percentage basis is not specified in this Act, on the
2 basis of one vote per unit;

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

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

1 information from which it can be determined that the
2 electronic transmission was authorized by the unit owner
3 or the unit owner's proxy;

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

1 voting shall not be counted; that a unit owner who submits
2 a ballot by mail or other means of delivery specified in
3 the declaration, bylaws, or rule may request and cast a
4 ballot in person at the election meeting, and thereby void
5 any ballot previously submitted by that unit owner;

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

1 candidates whose names do not appear on the ballot; a unit
2 owner who submits a vote using electronic or acceptable
3 technological means may request and cast a ballot in
4 person at the election meeting, thereby voiding any vote
5 previously submitted by that unit owner;

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

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

19 (10) that the association may, upon adoption of the
20 appropriate rules by the board of managers, conduct
21 elections by secret ballot whereby the voting ballot is
22 marked only with the percentage interest for the unit and
23 the vote itself, provided that the board further adopt
24 rules to verify the status of the unit owner issuing a
25 proxy or casting a ballot; and further, that a candidate
26 for election to the board of managers or such candidate's

1 representative shall have the right to be present at the
2 counting of ballots at such election;

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

24 (12) the method by which matters subject to the
25 approval of unit owners set forth in this Act, or in the
26 condominium instruments, will be submitted to the unit

1 owners at special membership meetings called for such
2 purposes; and

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

7 (i) merger or consolidation of the association;

8 (ii) sale, lease, exchange, or other disposition
9 (excluding the mortgage or pledge) of all, or
10 substantially all of the property and assets of the
11 association; and

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

14 (c) Election of a president from among the board of
15 managers, who shall preside over the meetings of the board
16 of managers and of the unit owners.

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

22 (e) Election of a treasurer from among the board of
23 managers, who shall keep the financial records and books
24 of account.

25 (f) Maintenance, repair and replacement of the common
26 elements and payments therefor, including the method of

1 approving payment vouchers.

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

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

8 For the purpose of this subsection, a management
9 company shall be defined as a person, partnership,
10 corporation, or other legal entity entitled to transact
11 business on behalf of others, acting on behalf of or as an
12 agent for a unit owner, unit owners or association of unit
13 owners for the purpose of carrying out the duties,
14 responsibilities, and other obligations necessary for the
15 day to day operation and management of any property
16 subject to this Act. For purposes of this subsection, the
17 term "fiduciary insurance coverage" shall be defined as
18 both a fidelity bond and directors and officers liability
19 coverage, the fidelity bond in the full amount of
20 association funds and association reserves that will be in
21 the custody of the association, and the directors and
22 officers liability coverage at a level as shall be
23 determined to be reasonable by the board of managers, if
24 not otherwise established by the declaration or by laws.

25 Until one year after September 21, 1985 (the effective
26 date of Public Act 84-722), if a condominium association

1 has reserves plus assessments in excess of \$250,000 and
2 cannot reasonably obtain 100% fidelity bond coverage for
3 such amount, then it must obtain a fidelity bond coverage
4 of \$250,000.

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

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

14 (j) Designation and removal of personnel necessary for
15 the maintenance, repair and replacement of the common
16 elements.

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

23 (l) Method of adopting and of amending administrative
24 rules and regulations governing the operation and use of
25 the common elements.

26 (m) The percentage of votes required to modify or

1 amend the bylaws, but each one of the particulars set
2 forth in this section shall always be embodied in the
3 bylaws.

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

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

1 Procedure, for any other breach by tenant of any
2 covenants, rules, regulations or bylaws.

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

5 (p) That when 30% or fewer of the units, by number,
6 possess over 50% in the aggregate of the votes in the
7 association, any percentage vote of members specified
8 herein or in the condominium instruments shall require the
9 specified percentage by number of units rather than by
10 percentage of interest in the common elements allocated to
11 units that would otherwise be applicable and garage units
12 or storage units, or both, shall have, in total, no more
13 votes than their aggregate percentage of ownership in the
14 common elements; this shall mean that if garage units or
15 storage units, or both, are to be given a vote, or portion
16 of a vote, that the association must add the total number
17 of votes cast of garage units, storage units, or both, and
18 divide the total by the number of garage units, storage
19 units, or both, and multiply by the aggregate percentage
20 of ownership of garage units and storage units to
21 determine the vote, or portion of a vote, that garage
22 units or storage units, or both, have. For purposes of
23 this subsection (p), when making a determination of
24 whether 30% or fewer of the units, by number, possess over
25 50% in the aggregate of the votes in the association, a
26 unit shall not include a garage unit or a storage unit.

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

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

15 (Source: P.A. 102-162, eff. 1-1-22.)

16 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

17 Sec. 18.5. Master Associations.

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

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

5 In interpreting subsections (c) through (h), the courts
6 should interpret these provisions so that they are interpreted
7 consistently with the similar parallel provisions found in
8 other parts of this Act.

9 (c) Meetings and finances.

10 (1) Each unit owner of a condominium subject to the
11 authority of the board of the master association shall
12 receive, at least 30 days prior to the adoption thereof by
13 the board of the master association, a copy of the
14 proposed annual budget.

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

23 (3) Each unit owner of a condominium subject to the
24 authority of the board of the master association shall
25 receive written notice mailed or delivered no less than 10
26 and no more than 30 days prior to any meeting of the board

1 of the master association concerning the adoption of the
2 proposed annual budget or any increase in the budget, or
3 establishment of an assessment.

4 (4) Meetings of the board of the master association
5 shall be open to any unit owner in a condominium subject to
6 the authority of the board of the master association,
7 except for the portion of any meeting held:

8 (A) to discuss litigation when an action against
9 or on behalf of the particular master association has
10 been filed and is pending in a court or administrative
11 tribunal, or when the board of the master association
12 finds that such an action is probable or imminent,

13 (B) to consider information regarding appointment,
14 employment or dismissal of an employee, or

15 (C) to discuss violations of rules and regulations
16 of the master association or unpaid common expenses
17 owed to the master association.

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

21 Any unit owner may record the proceedings at meetings
22 required to be open by this Act by tape, film or other
23 means; the board may prescribe reasonable rules and
24 regulations to govern the right to make such recordings.
25 Notice of meetings shall be mailed or delivered at least
26 48 hours prior thereto, unless a written waiver of such

1 notice is signed by the persons entitled to notice before
2 the meeting is convened. Copies of notices of meetings of
3 the board of the master association shall be posted in
4 entranceways, elevators, or other conspicuous places in
5 the condominium at least 48 hours prior to the meeting of
6 the board of the master association. Where there is no
7 common entranceway for 7 or more units, the board of the
8 master association may designate one or more locations in
9 the proximity of these units where the notices of meetings
10 shall be posted.

11 (5) If the declaration provides for election by unit
12 owners of members of the board of directors in the event of
13 a resale of a unit in the master association, the
14 purchaser of a unit from a seller other than the developer
15 pursuant to an installment sales contract for purchase
16 shall, during such times as he or she resides in the unit,
17 be counted toward a quorum for purposes of election of
18 members of the board of directors at any meeting of the
19 unit owners called for purposes of electing members of the
20 board, and shall have the right to vote for the election of
21 members of the board of directors and to be elected to and
22 serve on the board of directors unless the seller
23 expressly retains in writing any or all of those rights.
24 In no event may the seller and purchaser both be counted
25 toward a quorum, be permitted to vote for a particular
26 office, or be elected and serve on the board. Satisfactory

1 evidence of the installment sales contract shall be made
2 available to the association or its agents. For purposes
3 of this subsection, "installment sales contract" shall
4 have the same meaning as set forth in Section 5 of the
5 Installment Sales Contract Act and subsection (e) of
6 Section 1 of the Dwelling Unit Installment Contract Act.

7 (6) The board of the master association shall have the
8 authority to establish and maintain a system of master
9 metering of public utility services and to collect
10 payments in connection therewith, subject to the
11 requirements of Section 1.5 of the Residential Property
12 Utility Service ~~the Tenant Utility Payment Disclosure Act.~~

13 (7) The board of the master association or a common
14 interest community association shall have the power, after
15 notice and an opportunity to be heard, to levy and collect
16 reasonable fines from members for violations of the
17 declaration, bylaws, and rules and regulations of the
18 master association or the common interest community
19 association. Nothing contained in this subdivision (7)
20 shall give rise to a statutory lien for unpaid fines.

21 (8) Other than attorney's fees, no fees pertaining to
22 the collection of a unit owner's financial obligation to
23 the Association, including fees charged by a manager or
24 managing agent, shall be added to and deemed a part of an
25 owner's respective share of the common expenses unless:
26 (i) the managing agent fees relate to the costs to collect

1 common expenses for the Association; (ii) the fees are set
2 forth in a contract between the managing agent and the
3 Association; and (iii) the authority to add the management
4 fees to an owner's respective share of the common expenses
5 is specifically stated in the declaration or bylaws of the
6 Association.

7 (d) Records.

8 (1) The board of the master association shall maintain
9 the following records of the association and make them
10 available for examination and copying at convenient hours
11 of weekdays by any unit owners in a condominium subject to
12 the authority of the board or their mortgagees and their
13 duly authorized agents or attorneys:

14 (i) Copies of the recorded declaration, other
15 condominium instruments, other duly recorded covenants
16 and bylaws and any amendments, articles of
17 incorporation of the master association, annual
18 reports and any rules and regulations adopted by the
19 master association or its board shall be available.
20 Prior to the organization of the master association,
21 the developer shall maintain and make available the
22 records set forth in this subdivision (d)(1) for
23 examination and copying.

24 (ii) Detailed and accurate records in
25 chronological order of the receipts and expenditures
26 affecting the common areas, specifying and itemizing

1 the maintenance and repair expenses of the common
2 areas and any other expenses incurred, and copies of
3 all contracts, leases, or other agreements entered
4 into by the master association, shall be maintained.

5 (iii) The minutes of all meetings of the master
6 association and the board of the master association
7 shall be maintained for not less than 7 years.

8 (iv) Ballots and proxies related thereto, if any,
9 for any election held for the board of the master
10 association and for any other matters voted on by the
11 unit owners shall be maintained for not less than one
12 year.

13 (v) Such other records of the master association
14 as are available for inspection by members of a
15 not-for-profit corporation pursuant to Section 107.75
16 of the General Not For Profit Corporation Act of 1986
17 shall be maintained.

18 (vi) With respect to units owned by a land trust,
19 if a trustee designates in writing a person to cast
20 votes on behalf of the unit owner, the designation
21 shall remain in effect until a subsequent document is
22 filed with the association.

23 (2) Where a request for records under this subsection
24 is made in writing to the board of managers or its agent,
25 failure to provide the requested record or to respond
26 within 30 days shall be deemed a denial by the board of

1 directors.

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

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

9 (e) The board of directors shall have standing and
10 capacity to act in a representative capacity in relation to
11 matters involving the common areas of the master association
12 or more than one unit, on behalf of the unit owners as their
13 interests may appear.

14 (f) Administration of property prior to election of the
15 initial board of directors.

16 (1) Until the election, by the unit owners or the
17 boards of managers of the underlying condominium
18 associations, of the initial board of directors of a
19 master association whose declaration is recorded on or
20 after August 10, 1990, the same rights, titles, powers,
21 privileges, trusts, duties and obligations that are vested
22 in or imposed upon the board of directors by this Act or in
23 the declaration or other duly recorded covenant shall be
24 held and performed by the developer.

25 (2) The election of the initial board of directors of
26 a master association whose declaration is recorded on or

1 after August 10, 1990, by the unit owners or the boards of
2 managers of the underlying condominium associations, shall
3 be held not later than 60 days after the conveyance by the
4 developer of 75% of the units, or 3 years after the
5 recording of the declaration, whichever is earlier. The
6 developer shall give at least 21 days notice of the
7 meeting to elect the initial board of directors and shall
8 upon request provide to any unit owner, within 3 working
9 days of the request, the names, addresses, and weighted
10 vote of each unit owner entitled to vote at the meeting.
11 Any unit owner shall upon receipt of the request be
12 provided with the same information, within 10 days of the
13 request, with respect to each subsequent meeting to elect
14 members of the board of directors.

15 (3) If the initial board of directors of a master
16 association whose declaration is recorded on or after
17 August 10, 1990 is not elected by the unit owners or the
18 members of the underlying condominium association board of
19 managers at the time established in subdivision (f)(2),
20 the developer shall continue in office for a period of 30
21 days, whereupon written notice of his resignation shall be
22 sent to all of the unit owners or members of the underlying
23 condominium board of managers entitled to vote at an
24 election for members of the board of directors.

25 (4) Within 60 days following the election of a
26 majority of the board of directors, other than the

1 developer, by unit owners, the developer shall deliver to
2 the board of directors:

3 (i) All original documents as recorded or filed
4 pertaining to the property, its administration, and
5 the association, such as the declaration, articles of
6 incorporation, other instruments, annual reports,
7 minutes, rules and regulations, and contracts, leases,
8 or other agreements entered into by the association.
9 If any original documents are unavailable, a copy may
10 be provided if certified by affidavit of the
11 developer, or an officer or agent of the developer, as
12 being a complete copy of the actual document recorded
13 or filed.

14 (ii) A detailed accounting by the developer,
15 setting forth the source and nature of receipts and
16 expenditures in connection with the management,
17 maintenance and operation of the property, copies of
18 all insurance policies, and a list of any loans or
19 advances to the association which are outstanding.

20 (iii) Association funds, which shall have been at
21 all times segregated from any other moneys of the
22 developer.

23 (iv) A schedule of all real or personal property,
24 equipment and fixtures belonging to the association,
25 including documents transferring the property,
26 warranties, if any, for all real and personal property

1 and equipment, deeds, title insurance policies, and
2 all tax bills.

3 (v) A list of all litigation, administrative
4 action and arbitrations involving the association, any
5 notices of governmental bodies involving actions taken
6 or which may be taken concerning the association,
7 engineering and architectural drawings and
8 specifications as approved by any governmental
9 authority, all other documents filed with any other
10 governmental authority, all governmental certificates,
11 correspondence involving enforcement of any
12 association requirements, copies of any documents
13 relating to disputes involving unit owners, and
14 originals of all documents relating to everything
15 listed in this subparagraph.

16 (vi) If the developer fails to fully comply with
17 this paragraph (4) within the 60 days provided and
18 fails to fully comply within 10 days of written demand
19 mailed by registered or certified mail to his or her
20 last known address, the board may bring an action to
21 compel compliance with this paragraph (4). If the
22 court finds that any of the required deliveries were
23 not made within the required period, the board shall
24 be entitled to recover its reasonable attorneys' fees
25 and costs incurred from and after the date of
26 expiration of the 10 day demand.

1 (5) With respect to any master association whose
2 declaration is recorded on or after August 10, 1990, any
3 contract, lease, or other agreement made prior to the
4 election of a majority of the board of directors other
5 than the developer by or on behalf of unit owners or
6 underlying condominium associations, the association or
7 the board of directors, which extends for a period of more
8 than 2 years from the recording of the declaration, shall
9 be subject to cancellation by more than 1/2 of the votes of
10 the unit owners, other than the developer, cast at a
11 special meeting of members called for that purpose during
12 a period of 90 days prior to the expiration of the 2 year
13 period if the board of managers is elected by the unit
14 owners, otherwise by more than 1/2 of the underlying
15 condominium board of managers. At least 60 days prior to
16 the expiration of the 2 year period, the board of
17 directors, or, if the board is still under developer
18 control, then the board of managers or the developer shall
19 send notice to every unit owner or underlying condominium
20 board of managers, notifying them of this provision, of
21 what contracts, leases and other agreements are affected,
22 and of the procedure for calling a meeting of the unit
23 owners or for action by the underlying condominium board
24 of managers for the purpose of acting to terminate such
25 contracts, leases or other agreements. During the 90 day
26 period the other party to the contract, lease, or other

1 agreement shall also have the right of cancellation.

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

7 (g) In the event of any resale of a unit in a master
8 association by a unit owner other than the developer, the
9 owner shall obtain from the board of directors and shall make
10 available for inspection to the prospective purchaser, upon
11 demand, the following:

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

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

17 (3) A statement of any capital expenditures
18 anticipated by the association within the current or
19 succeeding 2 fiscal years.

20 (4) A statement of the status and amount of any
21 reserve for replacement fund and any portion of such fund
22 earmarked for any specified project by the board of
23 directors.

24 (5) A copy of the statement of financial condition of
25 the association for the last fiscal year for which such a
26 statement is available.

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

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

5 (8) A statement that any improvements or alterations
6 made to the unit, or any part of the common areas assigned
7 thereto, by the prior unit owner are in good faith
8 believed to be in compliance with the declaration of the
9 master association.

10 The principal officer of the unit owner's association or
11 such other officer as is specifically designated shall furnish
12 the above information when requested to do so in writing,
13 within 30 days of receiving the request.

14 A reasonable fee covering the direct out-of-pocket cost of
15 copying and providing such information may be charged by the
16 association or its board of directors to the unit seller for
17 providing the information.

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

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

14 (h) Errors and omissions.

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

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

24 (3) If an omission or error or a scrivener's error in
25 the declaration or other instrument is corrected by vote
26 of two-thirds of the members of the board of directors

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

24 (4) The procedures for amendments set forth in this
25 subsection (h) cannot be used if such an amendment would
26 materially or adversely affect property rights of the unit

1 owners unless the affected unit owners consent in writing.
2 This Section does not restrict the powers of the
3 association to otherwise amend the declaration, bylaws, or
4 other condominium instruments, but authorizes a simple
5 process of amendment requiring a lesser vote for the
6 purpose of correcting defects, errors, or omissions when
7 the property rights of the unit owners are not materially
8 or adversely affected.

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

1 (6) Nothing contained in this Section shall be
2 construed to invalidate any provision of a declaration
3 authorizing the developer to amend an instrument prior to
4 the latest date on which the initial membership meeting of
5 the unit owners must be held, whether or not it has
6 actually been held, to bring the instrument into
7 compliance with the legal requirements of the Federal
8 National Mortgage Association, the Federal Home Loan
9 Mortgage Corporation, the Federal Housing Administration,
10 the United States Veterans Administration or their
11 respective successors and assigns.

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

26 (j) (Blank).

1 (Source: P.A. 100-416, eff. 1-1-18.)

2 Section 15. The Rental Property Utility Service Act is
3 amended by changing the title of the Act and Section 0.01 and
4 by adding Section 1.5 as follows:

5 (765 ILCS 735/Act title)

6 An Act concerning residential ~~providing remedies for~~
7 ~~lessees in relation to the failure of lessors to pay for~~
8 utility services.

9 (765 ILCS 735/0.01) (from Ch. 80, par. 61)

10 Sec. 0.01. Short title. This Act may be cited as the
11 Residential Rental Property Utility Service Act.

12 (Source: P.A. 86-1324.)

13 (765 ILCS 735/1.5 new)

14 Sec. 1.5. Payment for master metered public utility
15 services.

16 (a) No landlord may demand payment for master metered
17 public utility services pursuant to a lease provision
18 providing for tenant payment of a proportionate share of
19 public utility service without the landlord first providing
20 the tenant with a copy in writing either as part of the lease
21 or another written agreement of the formula used by the
22 landlord for allocating the public utility payments among the

1 tenants. The total of payments under the formula for the
2 building as a whole for a billing period may not exceed the sum
3 demanded by the public utility. The formula shall include all
4 those that use that public utility service and may reflect
5 variations in apartment size or usage. The landlord shall also
6 make available to the tenant upon request a copy of the public
7 utility bill for any billing period for which payment is
8 demanded. Nothing herein shall preclude a landlord from
9 leasing property to a tenant, including the cost of utilities,
10 for a rental which does not segregate or allocate the cost of
11 the utilities.

12 (b) No condominium or common interest community
13 association may demand payment for master metered public
14 utility services from a unit owner of a proportionate share
15 for public utility service without the condominium or common
16 interest community association first providing the unit owner
17 with a copy in writing of the formula used by the association
18 for allocating the public utility payments among the unit
19 owners. The total of payments under the formula for the
20 association as a whole for the annual budgeted billing period
21 may not exceed the sum demanded by the public utility,
22 however, the board of directors of the association may direct
23 that any payments received by the association in excess of
24 actual utility bills be applied to other budgeted items having
25 a deficit, or be applied to the association's reserve fund, or
26 be credited to the account of the unit owners for the following

1 year's budget. The formula shall include all those that use
2 that public utility service and may reflect, but is not
3 limited to, percent interest, unit size, or usage. The
4 condominium or common interest community association shall
5 also make available to the unit owner upon request a copy of
6 the public utility bill for any billing period for which
7 payment is demanded. A condominium association shall have the
8 right to establish and maintain a system of master metering of
9 public utility services pursuant to Sections 18 and 18.5 of
10 the Condominium Property Act. A common interest community
11 association shall have the right to establish and maintain a
12 system of master metering of public utility services pursuant
13 to Section 1-45 of the Common Interest Community Association
14 Act.

15 (765 ILCS 740/Act rep.)

16 Section 20. The Tenant Utility Payment Disclosure Act is
17 repealed.