



Sen. Steve Stadelman

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1 AMENDMENT TO SENATE BILL 2935

2 AMENDMENT NO. _____. Amend Senate Bill 2935 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Mobile Home Landlord and Tenant Rights Act
5 is amended by adding Sections 6.25, 6.26, 6.27, 6.28, 6.29,
6 6.30, and 6.31 as follows:

7 (765 ILCS 745/6.25 new)

8 Sec. 6.25. Sale of mobile home parks; right of first
9 refusal.

10 (a) If a mobile home park owner offers a mobile home park
11 for sale, the owner shall provide written notice to the
12 officers of the homeowners' association created pursuant to
13 Section 6.27 of the offer stating the price and the terms and
14 conditions of sale.

15 (b) The mobile home owners, by and through a homeowners'
16 association as defined in Section 6.27, shall have the right

1 to purchase the park provided the home owners and residents
2 meet the price and terms and conditions of the mobile home park
3 owner by executing a contract with the park owner within 60
4 days, unless agreed to otherwise, from the date of mailing of
5 the notice and provided they have complied with Sections 6.27
6 through 6.31. If a contract between the park owner and the
7 association is not executed within such 60-day period, then,
8 unless the park owner thereafter elects to offer the park at a
9 price materially lower than the price specified in the notice
10 provided to the officers of the homeowners' association and
11 residents, as the case may be, the park owner has no further
12 obligations under this subsection. For purposes of this
13 Section, a materially lower price shall be a price that is 20%
14 or more lower than the price specified in the notice to the
15 officers of the homeowners' association.

16 (c) If the park owner thereafter elects to offer the park
17 at a price materially lower than the price specified in the
18 notice, the homeowners, by and through the association, will
19 have an additional 10 days to meet the price and terms and
20 conditions of the park owner by executing a contract.

21 (d) If, within 60 days, plus any additional 10-day period,
22 from the mailing of the notice required in this Section, no
23 contract for sale signed by the association and the park owner
24 has been reached, the right provided in this Section to
25 purchase the park shall be void and of no further force and
26 effect.

1 (e) Notices required by this Section shall be in writing
2 and shall be delivered by placing the notice in the United
3 States mail addressed to the officers of the homeowners'
4 association. Each notice shall be deemed given upon the
5 deposit of the notice in the United States mail.

6 (f) As used in this Section, "offer" means any
7 solicitation made by the park owner to the general public.

8 (g) This Section does not apply to:

9 (1) Any sale or transfer to a person who would be
10 included within the table of descent and distribution if
11 the park owner were to die intestate.

12 (2) Any transfer by gift, devise, or operation of law.

13 (3) Any transfer by a corporation or entity to an
14 affiliate. As used herein, "affiliate" means any
15 shareholder of the transferring corporation or entity; any
16 corporation or entity owned or controlled, directly or
17 indirectly, by any shareholder of the transferring
18 corporation; or any other corporation or entity owned or
19 controlled, directly or indirectly, by any shareholder of
20 the transferring corporation or entity.

21 (4) Any transfer by a partnership to any of its
22 partners or by an individual or group of individuals to a
23 partnership.

24 (5) Any conveyance of an interest in all or a portion
25 of a mobile home park incidental to the financing of such
26 mobile home park.

1 (6) Any conveyance resulting from the foreclosure of a
2 mortgage, deed of trust, or other instrument encumbering a
3 mobile home park or any deed given in lieu of foreclosure.

4 (7) Any sale or transfer between or among joint
5 tenants or tenants in common owning a mobile home park.

6 (8) Any exchange of a mobile home park for other real
7 property, whether or not the exchange also involves the
8 payment of cash or other boot.

9 (9) The purchase of a mobile home park by a
10 governmental entity under its powers of eminent domain.

11 (10) The sale of any mobile home park as part of a
12 portfolio transaction. For purposes of this provision,
13 "portfolio transaction" means a sale of 2 or more mobile
14 home parks, other multifamily buildings, units or
15 properties of any type, RV parks in one transaction to one
16 buyer, or multiple related buyers.

17 (765 ILCS 745/6.26 new)

18 Sec. 6.26. Affidavit of compliance with statutory
19 requirements.

20 (a) A park owner may at any time record, in the official
21 real estate records of the county or jurisdiction where a
22 mobile home park is located, an affidavit in which the park
23 owner certifies that: (i) with reference to an offer by the
24 park owner for the sale of the park, the park owner has
25 complied with the provisions of Section 6.25; (ii)

1 notwithstanding the park owner's compliance with the
2 provisions of Section 6.25, no contract has been executed for
3 the sale of the park between the park owner and the park
4 homeowners' association; (iii) the provisions of Section 6.25
5 are inapplicable to a particular sale or transfer of the park
6 by the park owner and compliance with Section 6.25 is not
7 required; or (iv) a particular sale or transfer of the park is
8 exempted from the provisions of this Section. Any party
9 acquiring an interest in a mobile home park and any and all
10 title insurance companies and attorneys preparing, furnishing,
11 or examining any evidence of title have the absolute right to
12 rely on the truth and accuracy of all statements appearing in
13 the affidavit and are under no obligation to inquire further
14 as to any matter or fact relating to the park owner's
15 compliance with the provisions of Section 6.25.

16 (b) It is the purpose and intention of this Section to
17 preserve the marketability of title to mobile home parks, and,
18 accordingly, the provisions of this Section shall be liberally
19 construed in order that all persons may rely on the record
20 title to mobile home parks.

21 (765 ILCS 745/6.27 new)

22 Sec. 6.27. Homeowners' associations. In order to exercise
23 the rights of a homeowners' association as provided in this
24 Act, the mobile home owners shall form an association in
25 compliance with this Section and Sections 6.28, 6.29, and

1 6.30, shall be a corporation or not-for-profit corporation and
2 of which not less than two-thirds of all of the mobile home
3 owners within the park shall have consented, in writing, to
4 become members or shareholders. Upon incorporation of the
5 association, all consenting mobile home owners in the park may
6 become members or shareholders. "Member" or "shareholder"
7 means a mobile homeowner who consents to be bound by the
8 articles of incorporation, bylaws, and policies of the
9 incorporated homeowners' association. The association may not
10 have a member or shareholder who is not a bona fide owner of a
11 mobile home located in the park. Upon incorporation and
12 service of the notice described in Section 6.28, the
13 association shall become the representative of all the mobile
14 home owners in all matters relating to this Act, regardless of
15 whether the homeowner is a member of the association.

16 (765 ILCS 745/6.28 new)

17 Sec. 6.28. Incorporation; notification of park owner.

18 (a) Upon receipt of its certificate of incorporation, the
19 homeowners' association shall notify the park owner in writing
20 of the incorporation and shall advise the park owner of the
21 names and addresses of the officers of the homeowners'
22 association by personal delivery upon the park owner's
23 representative as designated in the lease or by certified
24 mail, return receipt requested. Thereafter, the homeowners'
25 association shall notify the park owner in writing by

1 certified mail, return receipt requested, of any change of
2 names and addresses of its president or registered agent. Upon
3 election or appointment of new officers or board members, the
4 homeowners' association shall notify the park owner in writing
5 by certified mail, return receipt requested, of the names and
6 addresses of the new officers or board members.

7 (b) Upon written request by the homeowners' association,
8 the park owner shall notify the homeowners' association by
9 certified mail, return receipt requested, of the name and
10 address of the park owner, the park owner's agent for service
11 of process, and the legal description of the park. Thereafter,
12 in the event of a change in the name or address of the park
13 owner or the park owner's agent for service of process, the
14 park owner shall notify in writing the president or registered
15 agent of the homeowners' association of such change by
16 certified mail, return receipt requested.

17 (c) The homeowners' association shall file a notice of its
18 right to purchase the mobile home park as set forth in Section
19 6.25. The notice shall contain the name of the association,
20 the name of the park owner, and the address or legal
21 description of the park. The notice shall be recorded with the
22 county clerk in the county where the mobile home park is
23 located. Within 10 days of the recording, the homeowners'
24 association shall provide a copy of the recorded notice to the
25 park owner at the address provided by the park owner by
26 certified mail, return receipt requested.

1 (765 ILCS 745/6.29 new)

2 Sec. 6.29. Articles of incorporation. The articles of
3 incorporation of a homeowners' association shall provide:

4 (1) That the association has the power to negotiate
5 for, acquire, and operate the mobile home park on behalf
6 of the mobile home owners.

7 (2) For the conversion of the mobile home park once
8 acquired to a condominium, a cooperative, a subdivision
9 form of ownership, or another type of ownership.

10 Upon acquisition of the property, the association, by
11 action of its board of directors, shall be the entity that: (A)
12 creates a condominium, cooperative, or subdivision; (B) is
13 responsible for offers of sale or lease; or (C) if the home
14 owners choose a different form of ownership, the entity that
15 owns the record interest in the property is responsible for
16 the operation of property.

17 (765 ILCS 745/6.30 new)

18 Sec. 6.30. Bylaws of homeowners' associations.

19 (a) The directors of the association and the operation
20 shall be governed by the bylaws.

21 (b) The bylaws shall provide and, if they do not, shall be
22 deemed to include, the following provisions:

23 (1) The form of administration of the association
24 shall be described, providing for the titles of the

1 officers and for a board of directors and specifying the
2 powers, duties, manner of selection and removal, and
3 compensation, if any, of officers and board members.
4 Unless otherwise provided in the bylaws, the board of
5 directors shall be composed of 5 members. The board of
6 directors shall elect a president, secretary, and
7 treasurer who shall perform the duties of those offices
8 customarily performed by officers of corporations, and
9 these officers shall serve without compensation and at the
10 pleasure of the board of directors. The board of directors
11 may elect and designate other officers and grant them
12 those duties it deems appropriate.

13 (2) All other administrative and governance
14 requirements to be included in the bylaws shall be as set
15 forth in the Common Interest Community Association Act.

16 (765 ILCS 745/6.31 new)

17 Sec. 6.31. Powers and duties of homeowners' association.

18 (a) An association may contract, sue, or be sued with
19 respect to the exercise or nonexercise of its powers. For
20 these purposes, the powers of the association include, but are
21 not limited to, the maintenance, management, and operation of
22 the park property.

23 (b) The powers and duties of an association include those
24 set forth in this Act and those set forth in the articles of
25 incorporation and bylaws and any recorded declarations or

1 restrictions encumbering the park property, if not
2 inconsistent with this Act.

3 (c) An association has the power to make, levy, and
4 collect assessments and to lease, maintain, repair, and
5 replace the common areas upon purchase of the mobile home
6 park.

7 (d) The association shall maintain the following items,
8 when applicable, which constitute the official records of the
9 association:

10 (1) A copy of the association's articles of
11 incorporation and each amendment to the articles of
12 incorporation.

13 (2) A copy of the bylaws of the association and each
14 amendment to the bylaws.

15 (3) A copy of the written rules or policies of the
16 association and each amendment to the written rules or
17 policies.

18 (4) The approved minutes of all meetings of the
19 members of an association and meetings open for members of
20 the board of directors, and committees of the board, which
21 minutes must be retained within this State for at least 5
22 years.

23 (5) A current roster of all members and their mailing
24 addresses and lot identifications. The association shall
25 also maintain the e-mail addresses and the numbers
26 designated by members for receiving notice sent by

1 electronic transmission of those members consenting to
2 receive notice by electronic transmission. The e-mail
3 addresses and numbers provided by members to receive
4 notice by electronic transmission shall be removed from
5 association records when consent to receive notice by
6 electronic transmission is revoked. The association is not
7 liable for an erroneous disclosure of the e-mail address
8 or the number for receiving electronic transmission of
9 notices.

10 (6) All of the association's insurance policies or
11 copies thereof, which must be retained within this State
12 for at least 5 years after the expiration date of the
13 policy.

14 (7) A copy of all contracts or agreements to which the
15 association is a party, including, without limitation, any
16 written agreements with the park owner, lease, or other
17 agreements or contracts under which the association or its
18 members has any obligation or responsibility, which must
19 be retained within this State for at least 5 years after
20 the expiration date of the contract or agreement.

21 (8) The financial and accounting records of the
22 association, kept according to good accounting practices.
23 All financial and accounting records must be maintained
24 within this State for at least 5 years. The financial and
25 accounting records must include:

26 (A) Accurate, itemized, and detailed records of

1 all receipts and expenditures.

2 (B) A current account and a periodic statement of
3 the account for each member, designating the name and
4 current address of each member who is obligated to pay
5 dues or assessments, the due date and amount of each
6 assessment or other charge against the member, the
7 date and amount of each payment on the account, and the
8 balance due.

9 (C) All tax returns, financial statements, and
10 financial reports of the association.

11 (D) Any other records that identify, measure,
12 record, or communicate financial information.

13 (i) All other written records of the association not
14 specifically included in this Section that are related to
15 the operation of the association must be retained within
16 this State for at least 5 years or at least 5 years after
17 the expiration date, as applicable.

18 (e) The official records shall be made available to a
19 member for inspection or photocopying within 20 business days
20 after receipt by the board or its designee of a written request
21 submitted by certified mail, return receipt requested. The
22 requirements of this Section are satisfied by having a copy of
23 the official records available for inspection or copying in
24 the park or, at the option of the association, by making the
25 records available to a member electronically via the Internet
26 or by allowing the records to be viewed in electronic format on

1 a computer screen and printed upon request. If the association
2 has a photocopy machine available where the records are
3 maintained, it must provide a member with copies on request
4 during the inspection if the entire request is no more than 25
5 pages. An association shall allow a member or his or her
6 authorized representative to use a portable device, including
7 a smartphone, tablet, portable scanner, or any other
8 technology capable of scanning or taking photographs, to make
9 an electronic copy of the official records in lieu of the
10 association's providing the member or his or her authorized
11 representative with a copy of such records. The association
12 may not charge a fee to a member or his or her authorized
13 representative for the use of a portable device.

14 (1) The failure of an association to provide access to
15 the records within 20 business days after receipt of a
16 written request submitted by certified mail, return
17 receipt requested, creates a rebuttable presumption that
18 the association willfully failed to comply with this
19 subsection.

20 (2) The association may adopt reasonable written rules
21 governing the frequency, time, location, notice, records
22 to be inspected, and manner of inspections, but may not
23 require a member to demonstrate a proper purpose for the
24 inspection, state a reason for the inspection, or limit a
25 member's right to inspect records to less than one
26 business day per month. The association may impose fees to

1 cover the costs of providing copies of the official
2 records, including the costs of copying and for personnel
3 to retrieve and copy the records if the time spent
4 retrieving and copying the records exceeds 30 minutes and
5 if the personnel costs do not exceed \$20 per hour. The
6 association shall maintain an adequate number of copies of
7 the recorded governing documents, to ensure their
8 availability to members and prospective members.
9 Notwithstanding this paragraph, the following records are
10 not accessible to members or homeowners:

11 (A) A record protected by the lawyer-client
12 privilege and a record protected by the work-product
13 privilege, including, but not limited to, a record
14 prepared by an association attorney or prepared at the
15 attorney's express direction that reflects a mental
16 impression, conclusion, litigation strategy, or legal
17 theory of the attorney or the association and that was
18 prepared exclusively for civil or criminal litigation,
19 for adversarial administrative proceedings, or in
20 anticipation of such litigation or proceedings until
21 the conclusion of the litigation or proceedings.

22 (B) E-mail addresses, telephone numbers, facsimile
23 numbers, emergency contact information, any addresses
24 for a homeowner other than as provided for association
25 notice requirements, and other personal identifying
26 information of any person, excluding the person's

1 name, lot designation, mailing address, and property
2 address. Notwithstanding the restrictions in this
3 subparagraph, an association may print and distribute
4 to homeowners a directory containing the name, park
5 address, and telephone number of each homeowner. A
6 homeowner may exclude his or her telephone number from
7 the directory by so requesting in writing to the
8 association. The association is not liable for the
9 disclosure of information that is protected under this
10 subparagraph if the information is included in an
11 official record of the association and is voluntarily
12 provided by a homeowner and not requested by the
13 association.

14 (C) An electronic security measure that is used by
15 the association to safeguard data, including
16 passwords.

17 (D) The software and operating system used by the
18 association that allows the manipulation of data, even
19 if the homeowner owns a copy of the same software used
20 by the association. The data is part of the official
21 records of the association.

22 (f) An outgoing board or committee member must relinquish
23 all official records and property of the association in his or
24 her possession or under his or her control to the incoming
25 board within 5 days after the election or removal.

26 (g) An association has the power to purchase lots in the

1 park and to acquire, hold, lease, mortgage, and convey them.

2 (h) An association shall use its best efforts to obtain
3 and maintain adequate insurance to protect the association and
4 the park property upon purchase of the mobile home park. A copy
5 of each policy of insurance in effect shall be made available
6 for inspection by owners at reasonable times.

7 (i) An association has the authority, without the joinder
8 of any homeowner, to modify, move, or create any easement for
9 ingress and egress or for the purpose of utilities if the
10 easement constitutes part of or crosses the park property upon
11 purchase of the mobile home park. This subsection does not
12 authorize the association to modify or move any easement
13 created in whole or in part for the use or benefit of anyone
14 other than the members or crossing the property of anyone
15 other than the members, without his or her consent or approval
16 as required by law or the instrument creating the easement.
17 Nothing in this subsection affects the rights of ingress or
18 egress of any member of the association."