

1 AN ACT concerning condominiums.

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 Sections 18.4 and 18.5 and by adding Section 29.5 as
6 follows:

7 (765 ILCS 605/18.4) (from Ch. 30, par. 318.4)

8 Sec. 18.4. Powers and Duties of Board of Managers. The
9 board of managers shall exercise for the association all
10 powers, duties and authority vested in the association by law
11 or the condominium instruments except for such powers, duties
12 and authority reserved by law to the members of the
13 association. The powers and duties of the board of managers
14 shall include, but shall not be limited to, the following:

15 (a) To provide for the operation, care, upkeep,
16 maintenance, replacement and improvement of the common
17 elements. Nothing in this subsection (a) shall be deemed
18 to invalidate any provision in a condominium instrument
19 placing limits on expenditures for the common elements,
20 provided, that such limits shall not be applicable to
21 expenditures for repair, replacement, or restoration of
22 existing portions of the common elements. The term
23 "repair, replacement or restoration" means expenditures
24 to deteriorated or damaged portions of the property
25 related to the existing decorating, facilities, or
26 structural or mechanical components, interior or exterior
27 surfaces, or energy systems and equipment with the
28 functional equivalent of the original portions of such
29 areas. Replacement of the common elements may result in
30 an improvement over the original quality of such elements
31 or facilities; provided that, unless the improvement is

1 mandated by law or is an emergency as defined in item
2 (iv) of subparagraph (8) of paragraph (a) of Section 18,
3 if the improvement results in a proposed expenditure
4 exceeding 5% of the annual budget, the board of managers,
5 upon written petition by unit owners with 20% of the
6 votes of the association delivered to the board within 14
7 days of the board action to approve the expenditure,
8 shall call a meeting of the unit owners within 30 days of
9 the date of delivery of the petition to consider the
10 expenditure. Unless a majority of the total votes of the
11 unit owners are cast at the meeting to reject the
12 expenditure, it is ratified.

13 (b) To prepare, adopt and distribute the annual
14 budget for the property.

15 (c) To levy and expend assessments.

16 (d) To collect assessments from unit owners.

17 (e) To provide for the employment and dismissal of
18 the personnel necessary or advisable for the maintenance
19 and operation of the common elements.

20 (f) To obtain adequate and appropriate kinds of
21 insurance.

22 (g) To own, convey, encumber, lease, and otherwise
23 deal with units conveyed to or purchased by it.

24 (h) To adopt and amend rules and regulations
25 covering the details of the operation and use of the
26 property, after a meeting of the unit owners called for
27 the specific purpose of discussing the proposed rules and
28 regulations. Notice of the meeting shall contain the
29 full text of the proposed rules and regulations, and the
30 meeting shall conform to the requirements of Section
31 18(b) of this Act, except that no quorum is required at
32 the meeting of the unit owners unless the declaration,
33 bylaws or other condominium instrument expressly provides
34 to the contrary. However, no rule or regulation may

1 impair any rights guaranteed by the First Amendment to
2 the Constitution of the United States or Section 4 of
3 Article I of the Illinois Constitution, nor may any rules
4 or regulations conflict with the provisions of this Act
5 or the condominium instruments.

6 (i) To keep detailed, accurate records of the
7 receipts and expenditures affecting the use and operation
8 of the property.

9 (j) To have access to each unit from time to time
10 as may be necessary for the maintenance, repair or
11 replacement of any common elements or for making
12 emergency repairs necessary to prevent damage to the
13 common elements or to other units.

14 (k) To pay real property taxes, special
15 assessments, and any other special taxes or charges of
16 the State of Illinois or of any political subdivision
17 thereof, or other lawful taxing or assessing body, which
18 are authorized by law to be assessed and levied upon the
19 real property of the condominium.

20 (l) To impose charges for late payment of a unit
21 owner's proportionate share of the common expenses, or
22 any other expenses lawfully agreed upon, and after notice
23 and an opportunity to be heard, to levy reasonable fines
24 for violation of the declaration, by-laws, and rules and
25 regulations of the association.

26 (m) Unless the condominium instruments expressly
27 provide to the contrary, by a majority vote of the entire
28 board of managers, to assign the right of the association
29 to future income from common expenses or other sources,
30 and to mortgage or pledge substantially all of the
31 remaining assets of the association.

32 (n) To record the dedication of a portion of the
33 common elements to a public body for use as, or in
34 connection with, a street or utility where authorized by

1 the unit owners under the provisions of Section 14.2.

2 (o) To record the granting of an easement for the
3 laying of cable television cable where authorized by the
4 unit owners under the provisions of Section 14.3; to
5 obtain, if available and determined by the board to be in
6 the best interests of the association, cable television
7 service for all of the units of the condominium on a bulk
8 identical service and equal cost per unit basis; and to
9 assess and recover the expense as a common expense and,
10 if so determined by the board, to assess each and every
11 unit on the same equal cost per unit basis.

12 (p) To seek relief on behalf of all unit owners
13 when authorized pursuant to subsection (c) of Section 10
14 from or in connection with the assessment or levying of
15 real property taxes, special assessments, and any other
16 special taxes or changes of the State of Illinois or of
17 any political subdivision thereof or of any lawful taxing
18 or assessing body.

19 (q) To reasonably accommodate the needs of a
20 handicapped unit owner as required by the federal Civil
21 Rights Act of 1968, the Human Rights Act and any
22 applicable local ordinances in the exercise of its powers
23 with respect to the use of common elements or approval of
24 modifications in an individual unit.

25 No action shall be taken by the board of managers
26 concerning the levying or assessing of any fine or penalty
27 against a unit owner unless proper notice has been given to
28 the owner and the owner has been given an opportunity at a
29 meeting of the board of managers to dispute the fine or
30 penalty. The notice must consist of: (i) the time and place
31 of the meeting at which the fine or penalty will be
32 discussed; (ii) the amount of the proposed penalty or fine;
33 (iii) the reason for the proposed fine or penalty; (iv) a
34 notification that all interested persons shall be given an

1 opportunity to be heard; and (v) a statement that the unit
 2 owner may be represented by counsel at the meeting. The
 3 notice shall be sent by certified mail not more than 30 days
 4 and not less than 10 days prior to the meeting.

5 In the performance of their duties, the officers and
 6 members of the board, whether appointed by the developer or
 7 elected by the unit owners, shall exercise the care required
 8 of a fiduciary of the unit owners.

9 The collection of assessments from unit owners by an
 10 association, board of managers or their duly authorized
 11 agents shall not be considered acts constituting a collection
 12 agency for purposes of the Collection Agency Act.

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

20 (Source: P.A. 91-195, eff. 7-20-99.)

21 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)
 22 Sec. 18.5. Master Associations.

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

31 (b) There shall be included in the declaration, other
 32 condominium instruments, or other duly recorded covenants
 33 establishing the powers and duties of the master association

1 the provisions set forth in subsections (c) through (h).

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

6 (c) Meetings and finances.

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

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

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

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

32 (A) to discuss litigation when an action
33 against or on behalf of the particular master
34 association has been filed and is pending in a court

1 or administrative tribunal, or when the board of the
2 master association finds that such an action is
3 probable or imminent,

4 (B) to consider information regarding
5 appointment, employment or dismissal of an employee,
6 or

7 (C) to discuss violations of rules and
8 regulations of the master association or unpaid
9 common expenses owed to the master association.

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

13 Any unit owner may record the proceedings at
14 meetings required to be open by this Act by tape, film or
15 other means; the board may prescribe reasonable rules and
16 regulations to govern the right to make such recordings.
17 Notice of meetings shall be mailed or delivered at least
18 48 hours prior thereto, unless a written waiver of such
19 notice is signed by the persons entitled to notice before
20 the meeting is convened. Copies of notices of meetings
21 of the board of the master association shall be posted in
22 entranceways, elevators, or other conspicuous places in
23 the condominium at least 48 hours prior to the meeting of
24 the board of the master association. Where there is no
25 common entranceway for 7 or more units, the board of the
26 master association may designate one or more locations in
27 the proximity of these units where the notices of
28 meetings shall be posted.

29 (5) If the declaration provides for election by
30 unit owners of members of the board of directors in the
31 event of a resale of a unit in the master association,
32 the purchaser of a unit from a seller other than the
33 developer pursuant to an installment contract for
34 purchase shall, during such times as he or she resides in

1 the unit, be counted toward a quorum for purposes of
2 election of members of the board of directors at any
3 meeting of the unit owners called for purposes of
4 electing members of the board, and shall have the right
5 to vote for the election of members of the board of
6 directors and to be elected to and serve on the board of
7 directors unless the seller expressly retains in writing
8 any or all of those rights. In no event may the seller
9 and purchaser both be counted toward a quorum, be
10 permitted to vote for a particular office, or be elected
11 and serve on the board. Satisfactory evidence of the
12 installment contract shall be made available to the
13 association or its agents. For purposes of this
14 subsection, "installment contract" shall have the same
15 meaning as set forth in subsection (e) of Section 1 of
16 the Dwelling Unit Installment Contract Act.

17 (6) The board of the master association shall have
18 the authority to establish and maintain a system of
19 master metering of public utility services and to collect
20 payments in connection therewith, subject to the
21 requirements of the Tenant Utility Payment Disclosure
22 Act.

23 (7) The board of the master association or a common
24 interest community association shall have the power,
25 after notice and an opportunity to be heard, to levy and
26 collect reasonable fines from members for violations of
27 the declaration, bylaws, and rules and regulations of the
28 master association or the common interest community
29 association. Nothing contained in this subdivision (7)
30 shall give rise to a statutory lien for unpaid fines.

31 No action shall be taken by the board of the master
32 association or a common interest community association
33 concerning the levying or assessing of any fine or penalty
34 against a unit owner unless proper notice has been given to

1 the owner and the owner has been given an opportunity at a
2 meeting of the board of the master association or a common
3 interest community association to dispute the fine or
4 penalty. The notice must consist of: (i) the time and place
5 of the meeting at which the fine or penalty will be
6 discussed; (ii) the amount of the proposed penalty or fine;
7 (iii) the reason for the proposed fine or penalty; (iv) a
8 notification that all interested persons shall be given an
9 opportunity to be heard; and (v) a statement that the unit
10 owner may be represented by counsel at the meeting. The
11 notice shall be sent by certified mail not more than 30 days
12 and not less than 10 days prior to the meeting.

13 (d) Records.

14 (1) The board of the master association shall
15 maintain the following records of the association and
16 make them available for examination and copying at
17 convenient hours of weekdays by any unit owners in a
18 condominium subject to the authority of the board or
19 their mortgagees and their duly authorized agents or
20 attorneys:

21 (i) Copies of the recorded declaration, other
22 condominium instruments, other duly recorded
23 covenants and bylaws and any amendments, articles of
24 incorporation of the master association, annual
25 reports and any rules and regulations adopted by the
26 master association or its board shall be available.
27 Prior to the organization of the master association,
28 the developer shall maintain and make available the
29 records set forth in this subdivision (d)(1) for
30 examination and copying.

31 (ii) Detailed and accurate records in
32 chronological order of the receipts and expenditures
33 affecting the common areas, specifying and itemizing
34 the maintenance and repair expenses of the common

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

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

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

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

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

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

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

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

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

6 (f) Administration of property prior to election of the
7 initial board of directors.

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

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

34 (3) If the initial board of directors of a master

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

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

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

27 (ii) A detailed accounting by the developer,
28 setting forth the source and nature of receipts and
29 expenditures in connection with the management,
30 maintenance and operation of the property, copies of
31 all insurance policies, and a list of any loans or
32 advances to the association which are outstanding.

33 (iii) Association funds, which shall have been
34 at all times segregated from any other moneys of the

1 developer.

2 (iv) A schedule of all real or personal
3 property, equipment and fixtures belonging to the
4 association, including documents transferring the
5 property, warranties, if any, for all real and
6 personal property and equipment, deeds, title
7 insurance policies, and all tax bills.

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

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

33 (5) With respect to any master association whose
34 declaration is recorded on or after August 10, 1990, any

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

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

32 (g) In the event of any resale of a unit in a master
33 association by a unit owner other than the developer, the
34 owner shall obtain from the board of directors and shall make

1 available for inspection to the prospective purchaser, upon
2 demand, the following:

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

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

8 (3) A statement of any capital expenditures
9 anticipated by the association within the current or
10 succeeding 2 fiscal years.

11 (4) A statement of the status and amount of any
12 reserve for replacement fund and any portion of such fund
13 earmarked for any specified project by the board of
14 directors.

15 (5) A copy of the statement of financial condition
16 of the association for the last fiscal year for which
17 such a statement is available.

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

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

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

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

32 A reasonable fee covering the direct out-of-pocket cost
33 of copying and providing such information may be charged by
34 the association or its board of directors to the unit seller

1 for providing the information.

2 (h) Errors and omissions.

3 (1) If there is an omission or error in the
4 declaration or other instrument of the master
5 association, the master association may correct the error
6 or omission by an amendment to the declaration or other
7 instrument, as may be required to conform it to this Act,
8 to any other applicable statute, or to the declaration.
9 The amendment shall be adopted by vote of two-thirds of
10 the members of the board of directors or by a majority
11 vote of the unit owners at a meeting called for that
12 purpose, unless the Act or the declaration of the master
13 association specifically provides for greater percentages
14 or different procedures.

15 (2) If, through a scrivener's error, a unit has not
16 been designated as owning an appropriate undivided share
17 of the common areas or does not bear an appropriate share
18 of the common expenses, or if all of the common expenses
19 or all of the common elements in the condominium have not
20 been distributed in the declaration, so that the sum
21 total of the shares of common areas which have been
22 distributed or the sum total of the shares of the common
23 expenses fail to equal 100%, or if it appears that more
24 than 100% of the common elements or common expenses have
25 been distributed, the error may be corrected by operation
26 of law by filing an amendment to the declaration,
27 approved by vote of two-thirds of the members of the
28 board of directors or a majority vote of the unit owners
29 at a meeting called for that purpose, which
30 proportionately adjusts all percentage interests so that
31 the total is equal to 100%, unless the declaration
32 specifically provides for a different procedure or
33 different percentage vote by the owners of the units and
34 the owners of mortgages thereon affected by modification

1 being made in the undivided interest in the common areas,
2 the number of votes in the unit owners association or the
3 liability for common expenses appertaining to the unit.

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

31 (4) The procedures for amendments set forth in this
32 subsection (h) cannot be used if such an amendment would
33 materially or adversely affect property rights of the
34 unit owners unless the affected unit owners consent in

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

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

27 (6) Nothing contained in this Section shall be
28 construed to invalidate any provision of a declaration
29 authorizing the developer to amend an instrument prior to
30 the latest date on which the initial membership meeting
31 of the unit owners must be held, whether or not it has
32 actually been held, to bring the instrument into
33 compliance with the legal requirements of the Federal
34 National Mortgage Association, the Federal Home Loan

1 Mortgage Corporation, the Federal Housing Administration,
2 the United States Veterans Administration or their
3 respective successors and assigns.

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

19 (j) The provisions of subsections (c) through (h) are
20 applicable to all common interest community associations and
21 their unit owners for common interest community associations
22 which are subject to the provisions of Section 9-102(a)(8) of
23 the Code of Civil Procedure. For purposes of this
24 subsection, the terms "common interest community" and "unit
25 owners" shall have the same meaning as set forth in Section
26 9-102(c) of the Code of Civil Procedure.

27 (Source: P.A. 90-229, eff. 7-25-97; 91-616, eff. 8-19-99.)

28 (765 ILCS 605/29.5 new)

29 Section. 29.5. Display of flag. A unit owner shall have
30 the right, subject to the restrictions set forth in this
31 Section, to display an American flag on the front of his or
32 her unit. The condominium instrument may impose reasonable
33 restrictions regarding the size, location, and manner of

1 display but may not otherwise restrict the display of the
2 American flag on the unit owner's property.

3 Section 99. Effective date. This Act takes effect upon
4 becoming law.