



Sen. A. J. Wilhelmi

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1 AMENDMENT TO SENATE BILL 1651

2 AMENDMENT NO. _____. Amend Senate Bill 1651 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Common Interest Community Association Act
5 is amended by changing Sections 1-5, 1-15, 1-20, 1-25, 1-30,
6 1-35, 1-40, 1-45, 1-55, 1-60, and 1-75 and by adding Section
7 1-80 as follows:

8 (765 ILCS 160/1-5)

9 Sec. 1-5. Definitions. As used in this Act, unless the
10 context otherwise requires:

11 "Association" or "common interest community association"
12 means the association of all the unit owners of a common
13 interest community, acting pursuant to bylaws through its duly
14 elected board of managers or board of directors.

15 "Board" means a common interest community association's
16 board of managers or board of directors, whichever is

1 applicable.

2 "Board member" or "member of the board" means a member of
3 the board of managers or the board of directors, whichever is
4 applicable.

5 "Board of directors" means, for a common interest community
6 that has been incorporated as an Illinois not-for-profit
7 corporation, the group of people elected by the unit owners of
8 a common interest community as the governing body to exercise
9 for the unit owners of the common interest community
10 association all powers, duties, and authority vested in the
11 board of directors under this Act and the common interest
12 community association's declaration and bylaws.

13 "Board of managers" means, for a common interest community
14 that is an unincorporated association, the group of people
15 elected by the unit owners of a common interest community as
16 the governing body to exercise for the unit owners of the
17 common interest community association all powers, duties, and
18 authority vested in the board of managers under this Act and
19 the common interest community association's declaration and
20 bylaws.

21 "Building" means all structures, attached or unattached,
22 containing one or more units.

23 "Common areas" means the portion of the property other than
24 a unit.

25 "Common expenses" means the proposed or actual expenses
26 affecting the property, including reserves, if any, lawfully

1 assessed by the common interest community association.

2 "Common interest community" means real estate other than a
3 condominium or cooperative with respect to which any person by
4 virtue of his or her ownership of a partial interest or a unit
5 therein is obligated to pay for the maintenance, improvement,
6 insurance premiums or real estate taxes of common areas
7 described in a declaration which is administered by an
8 association. "Common interest community" may include, but not
9 be limited to, an attached or detached townhome, villa, or
10 single-family home, ~~or master association~~. A "common interest
11 community" does not include a master association.

12 "Community instruments" means all documents and authorized
13 amendments thereto recorded by a developer or common interest
14 community association, including, but not limited to, the
15 declaration, bylaws, plat of survey, and rules and regulations.

16 "Declaration" means any duly recorded instruments, however
17 designated, that have created a common interest community and
18 any duly recorded amendments to those instruments.

19 "Developer" means any person who submits property legally
20 or equitably owned in fee simple by the person to the
21 provisions of this Act, or any person who offers units legally
22 or equitably owned in fee simple by the person for sale in the
23 ordinary course of such person's business, including any
24 successor to such person's entire interest in the property
25 other than the purchaser of an individual unit.

26 "Developer control" means such control at a time prior to

1 the election of the board of the common interest community
2 association by a majority of the unit owners other than the
3 developer.

4 "Majority" or "majority of the unit owners" means the
5 owners of more than 50% in the aggregate in interest of the
6 undivided ownership of the common elements. Any specified
7 percentage of the unit owners means such percentage in the
8 aggregate in interest of such undivided ownership. "Majority"
9 or "majority of the members of the board of the common interest
10 community association" means more than 50% of the total number
11 of persons constituting such board pursuant to the bylaws. Any
12 specified percentage of the members of the common interest
13 community association means that percentage of the total number
14 of persons constituting such board pursuant to the bylaws.

15 "Management company" or "community association manager"
16 means a person, partnership, corporation, or other legal entity
17 entitled to transact business on behalf of others, acting on
18 behalf of or as an agent for an association for the purpose of
19 carrying out the duties, responsibilities, and other
20 obligations necessary for the day to day operation and
21 management of any property subject to this Act.

22 "Master association" means an ~~a common interest community~~
23 association that exercises its powers on behalf of one or more
24 condominium or other common interest community associations,
25 or both, ~~or~~ for the benefit of unit owners in such
26 associations.

1 "Meeting of the board" or "board meeting" means any
2 gathering of a quorum of the members of the board of the common
3 interest community association held for the purpose of
4 conducting board business.

5 "Member" means the person or entity entitled to one vote as
6 defined by the community instruments.

7 "Membership" means the collective group of members
8 entitled to vote as defined by the community instruments.

9 "Parcel" means the lot or lots or tract or tracts of land
10 described in the declaration as part of a common interest
11 community.

12 "Person" means a natural individual, corporation,
13 partnership, trustee, or other legal entity capable of holding
14 title to real property.

15 "Plat" means a plat or plats of survey of the parcel and of
16 all units in the common interest community, which may consist
17 of a three-dimensional horizontal and vertical delineation of
18 all such units, structures, easements, and common areas on the
19 property.

20 "Prescribed delivery method" means mailing, delivering,
21 posting in an association publication that is routinely mailed
22 to all unit owners, or any other delivery method that is
23 approved in writing by the unit owner.

24 "Property" means all the land, property, and space
25 comprising the parcel, all improvements and structures
26 erected, constructed or contained therein or thereon,

1 including any building and all easements, rights, and
2 appurtenances belonging thereto, and all fixtures and
3 equipment intended for the mutual use, benefit, or enjoyment of
4 the unit owners, under the authority or control of a common
5 interest community association.

6 "Purchaser" means any person or persons, other than the
7 developer, who purchase a unit in a bona fide transaction for
8 value.

9 "Record" means to record in the office of the recorder of
10 the county wherein the property is located.

11 "Reserves" means those sums paid by unit owners which are
12 separately maintained by the common interest community
13 association for purposes specified by the declaration and
14 bylaws of the common interest community association.

15 "Unit" means a part of the property designed and intended
16 for any type of independent use.

17 "Unit owner" means the person or persons whose estates or
18 interests, individually or collectively, aggregate fee simple
19 absolute ownership of a unit.

20 (Source: P.A. 96-1400, eff. 7-29-10.)

21 (765 ILCS 160/1-15)

22 Sec. 1-15. Construction, interpretation, and validity of
23 community instruments.

24 (a) Except to the extent otherwise provided by the
25 declaration or other community instruments, the terms defined

1 in Section 1-5 of this Act shall be deemed to have the meaning
2 specified therein unless the context otherwise requires.

3 (b) All provisions of the declaration, bylaws, and other
4 community instruments are severable.

5 (c) A provision in the declaration limiting ownership,
6 rental, or occupancy of a unit to a person 55 years of age or
7 older shall be valid and deemed not to be in violation of
8 Article 3 of the Illinois Human Rights Act provided that the
9 person or the immediate family of a person owning, renting, or
10 lawfully occupying such unit prior to the recording of the
11 initial declaration shall not be deemed to be in violation of
12 such age restriction so long as they continue to own or reside
13 in such unit.

14 (d) Every common interest community association shall
15 define a member and its relationship to the units or unit
16 owners in its community instruments.

17 (Source: P.A. 96-1400, eff. 7-29-10.)

18 (765 ILCS 160/1-20)

19 Sec. 1-20. Amendments to the declaration or bylaws.

20 (a) The administration of every property shall be governed
21 by the declaration and bylaws, which may either be embodied in
22 the declaration or in a separate instrument, a true copy of
23 which shall be appended to and recorded with the declaration.
24 No modification or amendment of the declaration or bylaws shall
25 be valid unless the same is set forth in an amendment thereof

1 and such amendment is duly recorded. An amendment of the
2 declaration or bylaws shall be deemed effective upon
3 recordation, unless the amendment sets forth a different
4 effective date.

5 (b) Unless otherwise provided by this Act, amendments to
6 community instruments authorized to be recorded shall be
7 executed and recorded by the president of the board or such
8 other officer authorized by the common interest community
9 association or the community instruments ~~declaration~~.

10 (c) If an association that currently permits leasing amends
11 its declaration, bylaws, or rules and regulations to prohibit
12 leasing, nothing in this Act or the declarations, bylaws, rules
13 and regulations of an association shall prohibit a unit owner
14 incorporated under 26 USC 501(c)(3) which is leasing a unit at
15 the time of the prohibition from continuing to do so until such
16 time that the unit owner voluntarily sells the unit; and no
17 special fine, fee, dues, or penalty shall be assessed against
18 the unit owner for leasing its unit.

19 (Source: P.A. 96-1400, eff. 7-29-10.)

20 (765 ILCS 160/1-25)

21 Sec. 1-25. Board of managers, board of directors, duties,
22 elections, and voting.

23 (a) There shall be an annual election of the board of
24 managers or board of directors from among the membership ~~unit~~
25 ~~owners~~ of a common interest community association.

1 (b) (Blank). ~~The terms of at least one third of the members~~
2 ~~of the board shall expire annually and all members of the board~~
3 ~~shall be elected at large.~~

4 (c) The members of the board shall serve without
5 compensation, unless the community instruments indicate
6 otherwise.

7 (d) No member of the board or officer shall be elected for
8 a term of more than 3 years, but officers and board members may
9 succeed themselves.

10 (e) If there is a vacancy on the board, the remaining
11 members of the board may fill the vacancy by a two-thirds vote
12 of the remaining board members until the next annual meeting of
13 the membership ~~unit owners~~ or until members ~~unit owners~~ holding
14 20% of the votes of the association request a meeting of the
15 members ~~unit owners~~ to fill the vacancy for the balance of the
16 term. A meeting of the members ~~unit owners~~ shall be called for
17 purposes of filling a vacancy on the board no later than 30
18 days following the filing of a petition signed by membership
19 ~~unit owners~~ holding 20% of the votes of the association
20 requesting such a meeting.

21 (f) There shall be an election of a:

22 (1) president from among the members of the board, who
23 shall preside over the meetings of the board and of the
24 membership ~~unit owners~~;

25 (2) secretary from among the members of the board, who
26 shall keep the minutes of all meetings of the board and of

1 the membership ~~unit owners~~ and who shall, in general,
2 perform all the duties incident to the office of secretary;
3 and

4 (3) treasurer from among the members of the board, who
5 shall keep the financial records and books of account.

6 (g) If no election is held to elect board members within
7 the time period specified in the bylaws, or within a reasonable
8 amount of time thereafter not to exceed 90 days, then 20% of
9 the members ~~unit owners~~ may bring an action to compel
10 compliance with the election requirements specified in the
11 bylaws. If the court finds that an election was not held to
12 elect members of the board within the required period due to
13 the bad faith acts or omissions of the board of managers or the
14 board of directors, the unit owners shall be entitled to
15 recover their reasonable attorney's fees and costs from the
16 association. If the relevant notice requirements have been met
17 and an election is not held solely due to a lack of a quorum,
18 then this subsection (g) does not apply.

19 (h) Where there is more than one owner of a unit and there
20 is only one member vote associated with that unit, if only one
21 of the multiple owners is present at a meeting of the
22 membership association, he or she is entitled to cast the
23 member vote associated with that unit ~~all the votes allocated~~
24 ~~to that unit~~.

25 (h-5) A member ~~unit owner~~ may vote:

26 (1) by proxy executed in writing by the member ~~unit~~

1 ~~owner~~ or by his or her duly authorized attorney in fact,
2 provided, however, that the proxy bears the date of
3 execution. Unless the community instruments or the written
4 proxy itself provide otherwise, proxies will not be valid
5 for more than 11 months after the date of its execution; or

6 (2) by submitting an association-issued ballot in
7 person at the election meeting; or

8 (3) by submitting an association-issued ballot to the
9 association or its designated agent by mail or other means
10 of delivery specified in the declaration or bylaws.

11 (i) The association may, upon adoption of the appropriate
12 rules by the board, conduct elections by secret ballot,
13 distributed by the association, whereby the voting ballot is
14 marked only with the voting interest for the member ~~unit~~ and
15 the vote itself, provided that the association shall further
16 adopt rules to verify the status of the member ~~unit-owner~~
17 issuing a proxy or casting a ballot. A candidate for election
18 to the board or such candidate's representative shall have the
19 right to be present at the counting of ballots at such
20 election.

21 (j) Upon proof of purchase, the ~~The~~ purchaser of a unit
22 from a seller other than the developer pursuant to an
23 installment contract for purchase shall, during such times as
24 he or she resides in the unit, be counted toward a quorum for
25 purposes of election of members of the board at any meeting of
26 the membership ~~unit-owners~~ called for purposes of electing

1 members of the board, shall have the right to vote for the
2 ~~election of~~ members of the board of the common interest
3 community association and to be elected to and serve on the
4 board unless the seller expressly retains in writing any or all
5 of such rights.

6 (Source: P.A. 96-1400, eff. 7-29-10.)

7 (765 ILCS 160/1-30)

8 Sec. 1-30. Board duties and obligations; records.

9 (a) The board shall meet at least 4 times annually.

10 (b) A member of the board of the common interest community
11 association may not enter into a contract with a current board
12 member, or with a corporation or partnership in which a board
13 member or a member of his or her immediate family has 25% or
14 more interest, unless notice of intent to enter into the
15 contract is given to unit owners within 20 days after a
16 decision is made to enter into the contract and the unit owners
17 are afforded an opportunity by filing a petition, signed by 20%
18 of the membership ~~unit owners~~, for an election to approve or
19 disapprove the contract; such petition shall be filed within 20
20 days after such notice and such election shall be held within
21 30 days after filing the petition. For purposes of this
22 subsection, a board member's immediate family means the board
23 member's spouse, parents, and children.

24 (c) The bylaws shall provide for the maintenance, repair,
25 and replacement of the common areas and payments therefor,

1 including the method of approving payment vouchers.

2 (d) (Blank).

3 (e) The association may engage the services of a manager or
4 management company.

5 (f) The association shall have one class of membership
6 unless the declaration or bylaws provide otherwise; however,
7 this subsection (f) shall not be construed to limit the
8 operation of subsection (c) of Section 1-20 of this Act.

9 (g) The board shall have the power, after notice and an
10 opportunity to be heard, to levy and collect reasonable fines
11 from unit owners for violations of the declaration, bylaws, and
12 rules and regulations of the common interest community
13 association.

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

26 (i) Board records.

1 (1) The board shall maintain the following records of
2 the association and make them available for examination and
3 copying at convenient hours of weekdays by any unit owner
4 in a common interest community subject to the authority of
5 the board, their mortgagees, and their duly authorized
6 agents or attorneys:

7 (i) Copies of the recorded declaration, other
8 community instruments, other duly recorded covenants
9 and bylaws and any amendments, articles of
10 incorporation, annual reports, and any rules and
11 regulations adopted by the board shall be available.
12 Prior to the organization of the board, the developer
13 shall maintain and make available the records set forth
14 in this paragraph (i) for examination and copying.

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

22 (iii) The minutes of all meetings of the board
23 which shall be maintained for not less than 7 years.

24 (iv) With a written statement of a proper purpose,
25 ballots and proxies related thereto, if any, for any
26 election held for the board and for any other matters

1 voted on by the unit owners, which shall be maintained
2 for not less than one year.

3 (v) With a written statement of a proper purpose,
4 such other records of the board as are available for
5 inspection by members of a not-for-profit corporation
6 pursuant to Section 107.75 of the General Not For
7 Profit Corporation Act of 1986 shall be maintained.

8 (vi) With respect to units owned by a land trust, a
9 living trust, or other legal entity, the trustee,
10 officer, or manager of the entity may designate, in
11 writing, a person to cast votes on behalf of the unit
12 owner and a designation shall remain in effect until a
13 subsequent document is filed with the association.

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

18 (3) A reasonable fee may be charged by the board for
19 the cost of retrieving and copying records properly
20 requested.

21 (4) If the board fails to provide records properly
22 requested under paragraph (1) of this subsection (i) within
23 the time period provided in that paragraph (1), the unit
24 owner may seek appropriate relief and shall be entitled to
25 an award of reasonable attorney's fees and costs if the
26 unit owner prevails and the court finds that such failure

1 is due to the acts or omissions of the board of managers or
2 the board of directors.

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

7 (Source: P.A. 96-1400, eff. 7-29-10.)

8 (765 ILCS 160/1-35)

9 Sec. 1-35. Unit owner powers, duties, and obligations.

10 (a) The provisions of this Act, the declaration, bylaws,
11 other community instruments, and rules and regulations that
12 relate to the use of an individual unit or the common areas
13 shall be applicable to any person leasing a unit and shall be
14 deemed to be incorporated in any lease executed or renewed on
15 or after the effective date of this Act. With regard to any
16 lease entered into subsequent to the effective date of this
17 Act, the unit owner leasing the unit shall deliver a copy of
18 the signed lease to the association or if the lease is oral, a
19 memorandum of the lease, not later than the date of occupancy
20 or 10 days after the lease is signed, whichever occurs first.

21 (b) If there are multiple owners of a single unit, only one
22 of the multiple owners shall be eligible to serve as a member
23 of the board at any one time.

24 (c) Two-thirds of the membership ~~unit owners~~ may remove a
25 board member as a director at a duly ~~duty~~ called special

1 meeting ~~of the unit owners.~~

2 (d) In the event of any resale of a unit in a common
3 interest community association by a unit owner other than the
4 developer, the board shall make available for inspection to the
5 prospective purchaser, upon demand, the following:

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

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

11 (3) A statement of any capital expenditures
12 anticipated by the association within the current or
13 succeeding 2 fiscal years.

14 (4) A statement of the status and amount of any reserve
15 or for replacement fund and any other fund specifically
16 designated for association projects ~~portion of such fund~~
17 ~~earmarked for any specified project by the board.~~

18 (5) A copy of the statement of financial condition of
19 the association for the last fiscal year for which such a
20 statement is available.

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

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

25 ~~(8) A statement that any improvements or alterations~~
26 ~~made to the unit, or any part of the common areas assigned~~

1 ~~thereto, by the prior unit owner are in good faith believed~~
2 ~~to be in compliance with the declaration of the~~
3 ~~association.~~

4 The principal officer of the board or such other officer as
5 is specifically designated shall furnish the above information
6 within 30 days after receiving a written request for such
7 information.

8 A reasonable fee covering the direct out-of-pocket cost of
9 copying and providing such information may be charged by the
10 association or the board to the unit seller for providing the
11 information.

12 (Source: P.A. 96-1400, eff. 7-29-10.)

13 (765 ILCS 160/1-40)

14 Sec. 1-40. Meetings.

15 (a) Notice ~~Written notice~~ of any membership meeting shall
16 be given detailing the time, place, and purpose of such meeting
17 ~~mailed or delivered giving members~~ no less than 10 and no more
18 than 30 days prior to the meeting through a prescribed delivery
19 method ~~notice of the time, place, and purpose of such meeting.~~

20 (b) Meetings.

21 (1) Twenty percent of the membership ~~unit owners~~ shall
22 constitute a quorum, unless the community instruments
23 indicate a lesser amount ~~otherwise.~~

24 (2) The membership ~~unit owners~~ shall hold an annual
25 meeting, ~~one of the purposes of which shall be to elect~~

1 ~~members of the board of managers or board of directors of~~
2 ~~the common interest community association. The board of~~
3 ~~directors may be elected at the annual meeting.~~

4 (3) Special meetings of the board may be called by the
5 president, by or 25% of the members of the board, or by any
6 other method that is prescribed in the community
7 instruments. Special meetings of the membership unit
8 ~~owners~~ may be called by the president, the board, ~~or by 20%~~
9 of the membership, or any other method that is prescribed
10 in the community instruments unit owners.

11 (4) Except to the extent otherwise provided by this
12 Act, the board shall give the unit owners notice of all
13 board meetings at least 48 hours prior to the meeting by
14 sending notice by using a prescribed delivery method mail,
15 ~~personal delivery,~~ or by posting copies of notices of
16 meetings in entranceways, elevators, or other conspicuous
17 places in the common areas of the common interest community
18 at least 48 hours prior to the meeting except where there
19 is no common entranceway for 7 or more units, the board may
20 designate one or more locations in the proximity of these
21 units where the notices of meetings shall be posted. The
22 board shall give unit owners, ~~by mail or personal delivery,~~
23 notice of any board meeting, through a prescribed delivery
24 method, concerning the adoption of (i) the proposed annual
25 budget, (ii) regular assessments, or (iii) a separate or
26 special assessment within 10 to 60 ~~30~~ days prior to the

1 meeting, unless otherwise provided in Section 1-45 (a) or
2 any other provision of this Act.

3 (5) Meetings of the board shall be open to any unit
4 owner, except for the portion of any meeting held (i) to
5 discuss litigation when an action against or on behalf of
6 the particular association has been filed and is pending in
7 a court or administrative tribunal, or when the common
8 interest community association finds that such an action is
9 probable or imminent, (ii) to consider third party
10 contracts or information regarding appointment,
11 employment, or dismissal of an employee, or (iii) to
12 discuss violations of rules and regulations of the
13 association or a unit owner's unpaid share of common
14 expenses. Any vote on these matters shall be taken at a
15 meeting or portion thereof open to any unit owner.

16 (6) The board must reserve a portion of the meeting of
17 the board for comments by unit owners; provided, however,
18 the duration and meeting order for the unit owner comment
19 period is within the sole discretion of the board.

20 (Source: P.A. 96-1400, eff. 7-29-10.)

21 (765 ILCS 160/1-45)

22 Sec. 1-45. Finances.

23 (a) Each unit owner shall receive through a prescribed
24 delivery method, at least 30 days but not more than 60 days
25 prior to the adoption thereof by the board, a copy of the

1 proposed annual budget together with an indication of which
2 portions are intended for reserves, capital expenditures or
3 repairs or payment of real estate taxes.

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

17 (c) If an adopted budget or any separate assessment adopted
18 by the board would result in the sum of all regular and
19 separate assessments payable in the current fiscal year
20 exceeding 115% of the sum of all regular and separate
21 assessments payable during the preceding fiscal year, the
22 common interest community association, upon written petition
23 by unit owners with 20% of the votes of the association
24 delivered to the board within 14 days of the board action,
25 shall call a meeting of the unit owners within 30 days of the
26 date of delivery of the petition to consider the budget or

1 separate assessment; unless a majority of the total votes of
2 the unit owners are cast at the meeting to reject the budget or
3 separate assessment, it shall be deemed ratified.

4 (d) Any common expense not set forth in the budget or any
5 increase in assessments over the amount adopted in the budget
6 shall be separately assessed against all unit owners.

7 (e) Separate assessments for expenditures relating to
8 emergencies or mandated by law may be adopted by the board
9 without being subject to unit owner approval or the provisions
10 of subsection (c) or (f) of this Section. As used herein,
11 "emergency" means an immediate danger to the structural
12 integrity of the common areas or to the life, health, safety,
13 or property of the unit owners.

14 (f) Assessments for additions and alterations to the common
15 areas or to association-owned property not included in the
16 adopted annual budget, shall be separately assessed and are
17 subject to approval of two-thirds of the total members at a
18 meeting called for that purpose ~~votes of all unit owners~~.

19 (g) The board may adopt separate assessments payable over
20 more than one fiscal year. With respect to multi-year
21 assessments not governed by subsections (e) and (f) of this
22 Section, the entire amount of the multi-year assessment shall
23 be deemed considered and authorized in the first fiscal year in
24 which the assessment is approved.

25 (h) The board of a common interest community association
26 shall have the authority to establish and maintain a system of

1 master metering of public utility services to collect payments
2 in conjunction therewith, subject to the requirements of the
3 Tenant Utility Payment Disclosure Act.

4 (Source: P.A. 96-1400, eff. 7-29-10.)

5 (765 ILCS 160/1-55)

6 Sec. 1-55. Fidelity insurance. An association with 30 or
7 more units shall obtain and maintain fidelity insurance
8 covering persons who control or disburse funds of the
9 association for the maximum amount of coverage that is
10 commercially or reasonably required ~~available~~ to protect funds
11 in the custody or control of the association ~~plus the~~
12 ~~association reserve fund~~. All management companies which are
13 responsible for the funds held or administered by the
14 association shall maintain and furnish to the association a
15 fidelity bond for the maximum amount of coverage that is
16 commercially or reasonably required ~~available~~ to protect funds
17 in the custody of the management company at any time. The
18 association shall bear the cost of the fidelity insurance and
19 fidelity bond, unless otherwise provided by contract between
20 the association and a management company.

21 (Source: P.A. 96-1400, eff. 7-29-10.)

22 (765 ILCS 160/1-60)

23 Sec. 1-60. Errors and omissions.

24 (a) If there is an omission or error in the declaration or

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

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

1 by the owners of the units and the owners of mortgages thereon
2 affected by modification being made in the undivided interest
3 in the common areas, the number of votes in the association or
4 the liability for common expenses appertaining to the unit.

5 (c) If a scrivener's error in the declaration or other
6 instrument is corrected by vote of two-thirds of the members of
7 the board pursuant to the authority established in subsection
8 (a) or subsection (b), the board, upon written petition by
9 members ~~unit owners~~ with 20% of the votes of the association
10 received within 30 days of the board action, shall call a
11 meeting of the members ~~unit owners~~ within 30 days of the filing
12 of the petition to consider the board action. Unless a majority
13 of the votes of the members ~~unit owners~~ of the association are
14 cast at the meeting to reject the action, it is ratified
15 whether or not a quorum is present.

16 (d) Nothing contained in this Section shall be construed to
17 invalidate any provision of a declaration authorizing the
18 developer to amend an instrument prior to the latest date on
19 which the initial membership meeting of the unit owners must be
20 held, whether or not it has actually been held, to bring the
21 instrument into compliance with the legal requirements of the
22 Federal National Mortgage Association, the Federal Home Loan
23 Mortgage Corporation, the Federal Housing Administration, the
24 United States Department of Veterans Affairs, or their
25 respective successors and assigns.

26 (Source: P.A. 96-1400, eff. 7-29-10.)

1 (765 ILCS 160/1-75)

2 Sec. 1-75. Exemptions for small community interest
3 communities.

4 (a) A common interest community association organized
5 under the General Not for Profit Corporation Act of 1986 and
6 having either (i) 10 units or less or (ii) annual budgeted
7 assessments of \$100,000 or less shall be exempt from this Act
8 unless the association affirmatively elects to be covered by
9 this Act by a majority of its directors or members ~~and unit~~
10 ~~owners~~.

11 (b) Common interest community associations which in their
12 declaration, bylaws, or other governing documents provide that
13 the association may not use the courts or an arbitration
14 process to collect or enforce assessments, fines, or similar
15 levies and common interest community associations (i) of 10
16 units or less or (ii) having annual budgeted assessments of
17 \$50,000 or less shall be exempt from subsection (a) of Section
18 1-30, subsections (a) and (b) of Section 1-40, and Section 1-55
19 but shall be required to provide notice of meetings to unit
20 owners in a manner and at a time that will allow unit owners to
21 participate in those meetings.

22 (Source: P.A. 96-1400, eff. 7-29-10.)

23 (765 ILCS 160/1-80 new)

24 Sec. 1-80. Compliance. A common interest community

1 association shall be in full compliance with the provisions of
2 this Act no later than January 1, 2012.

3 Section 10. The Condominium Property Act is amended by
4 changing Section 18.5 as follows:

5 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

6 Sec. 18.5. Master Associations.

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

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

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

23 (c) Meetings and finances.

24 (1) Each unit owner of a condominium subject to the

1 authority of the board of the master association shall
2 receive, at least 30 days prior to the adoption thereof by
3 the board of the master association, a copy of the proposed
4 annual budget.

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

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

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

24 (A) to discuss litigation when an action against or
25 on behalf of the particular master association has been
26 filed and is pending in a court or administrative

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

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

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

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

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

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

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

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

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

21 (d) Records.

22 (1) The board of the master association shall maintain
23 the following records of the association and make them
24 available for examination and copying at convenient hours
25 of weekdays by any unit owners in a condominium subject to
26 the authority of the board or their mortgagees and their

1 duly authorized agents or attorneys:

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

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

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

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

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

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

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

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

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

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

1 may appear.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 A reasonable fee covering the direct out-of-pocket cost of

1 copying and providing such information may be charged by the
2 association or its board of directors to the unit seller for
3 providing the information.

4 (g-1) The purchaser of a unit of a common interest
5 community at a judicial foreclosure sale, other than a
6 mortgagee, who takes possession of a unit of a common interest
7 community pursuant to a court order or a purchaser who acquires
8 title from a mortgagee shall have the duty to pay the
9 proportionate share, if any, of the common expenses for the
10 unit that would have become due in the absence of any
11 assessment acceleration during the 6 months immediately
12 preceding institution of an action to enforce the collection of
13 assessments, and that remain unpaid by the owner during whose
14 possession the assessments accrued. If the outstanding
15 assessments are paid at any time during any action to enforce
16 the collection of assessments, the purchaser shall have no
17 obligation to pay any assessments that accrued before he or she
18 acquired title. The notice of sale of a unit of a common
19 interest community under subsection (c) of Section 15-1507 of
20 the Code of Civil Procedure shall state that the purchaser of
21 the unit other than a mortgagee shall pay the assessments
22 required by this subsection (g-1).

23 (h) Errors and omissions.

24 (1) If there is an omission or error in the declaration
25 or other instrument of the master association, the master
26 association may correct the error or omission by an

1 amendment to the declaration or other instrument, as may be
2 required to conform it to this Act, to any other applicable
3 statute, or to the declaration. The amendment shall be
4 adopted by vote of two-thirds of the members of the board
5 of directors or by a majority vote of the unit owners at a
6 meeting called for that purpose, unless the Act or the
7 declaration of the master association specifically
8 provides for greater percentages or different procedures.

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

1 units and the owners of mortgages thereon affected by
2 modification being made in the undivided interest in the
3 common areas, the number of votes in the unit owners
4 association or the liability for common expenses
5 appertaining to the unit.

6 (3) If an omission or error or a scrivener's error in
7 the declaration or other instrument is corrected by vote of
8 two-thirds of the members of the board of directors
9 pursuant to the authority established in subdivisions
10 (h) (1) or (h) (2) of this Section, the board, upon written
11 petition by unit owners with 20% of the votes of the
12 association or resolutions adopted by the board of managers
13 or board of directors of the condominium and common
14 interest community associations which select 20% of the
15 members of the board of directors of the master
16 association, whichever is applicable, received within 30
17 days of the board action, shall call a meeting of the unit
18 owners or the boards of the condominium and common interest
19 community associations which select members of the board of
20 directors of the master association within 30 days of the
21 filing of the petition or receipt of the condominium and
22 common interest community association resolution to
23 consider the board action. Unless a majority of the votes
24 of the unit owners of the association are cast at the
25 meeting to reject the action, or board of managers or board
26 of directors of condominium and common interest community

1 associations which select over 50% of the members of the
2 board of the master association adopt resolutions prior to
3 the meeting rejecting the action of the board of directors
4 of the master association, it is ratified whether or not a
5 quorum is present.

6 (4) The procedures for amendments set forth in this
7 subsection (h) cannot be used if such an amendment would
8 materially or adversely affect property rights of the unit
9 owners unless the affected unit owners consent in writing.
10 This Section does not restrict the powers of the
11 association to otherwise amend the declaration, bylaws, or
12 other condominium instruments, but authorizes a simple
13 process of amendment requiring a lesser vote for the
14 purpose of correcting defects, errors, or omissions when
15 the property rights of the unit owners are not materially
16 or adversely affected.

17 (5) If there is an omission or error in the declaration
18 or other instruments that may not be corrected by an
19 amendment procedure set forth in subdivision (h)(1) or
20 (h)(2) of this Section, then the circuit court in the
21 county in which the master association is located shall
22 have jurisdiction to hear a petition of one or more of the
23 unit owners thereon or of the association, to correct the
24 error or omission, and the action may be a class action.
25 The court may require that one or more methods of
26 correcting the error or omission be submitted to the unit

1 owners to determine the most acceptable correction. All
2 unit owners in the association must be joined as parties to
3 the action. Service of process on owners may be by
4 publication, but the plaintiff shall furnish all unit
5 owners not personally served with process with copies of
6 the petition and final judgment of the court by certified
7 mail, return receipt requested, at their last known
8 address.

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

20 (i) The provisions of subsections (c) through (h) are
21 applicable to all declarations, other condominium instruments,
22 and other duly recorded covenants establishing the powers and
23 duties of the master association recorded under this Act. Any
24 portion of a declaration, other condominium instrument, or
25 other duly recorded covenant establishing the powers and duties
26 of a master association which contains provisions contrary to

1 the provisions of subsection (c) through (h) shall be void as
2 against public policy and ineffective. Any declaration, other
3 condominium instrument, or other duly recorded covenant
4 establishing the powers and duties of the master association
5 which fails to contain the provisions required by subsections
6 (c) through (h) shall be deemed to incorporate such provisions
7 by operation of law.

8 (j) (Blank). ~~The provisions of subsections (c) through (h)~~
9 ~~are applicable to all common interest community associations~~
10 ~~and their unit owners for common interest community~~
11 ~~associations which are subject to the provisions of Section~~
12 ~~9-102(a)(8) of the Code of Civil Procedure. For purposes of~~
13 ~~this subsection, the terms "common interest community" and~~
14 ~~"unit owners" shall have the same meaning as set forth in~~
15 ~~Section 9-102(c) of the Code of Civil Procedure.~~

16 (Source: P.A. 96-1045, eff. 7-14-10.)

17 Section 999. Effective date. This Act takes effect upon
18 becoming law."