

**SB3653**



**97TH GENERAL ASSEMBLY**

**State of Illinois**

**2011 and 2012**

**SB3653**

Introduced 2/10/2012, by Sen. Chris Lauzen

**SYNOPSIS AS INTRODUCED:**

765 ILCS 160/1-45  
765 ILCS 605/18.5

from Ch. 30, par. 318.5

Amends the Common Interest Community Association Act. Makes a technical change in provisions concerning finances. Amends the Condominium Property Act. Makes a technical change in provisions concerning master associations.

LRB097 19706 AJO 64963 b

**A BILL FOR**

1 AN ACT concerning civil law.

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

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

6 (765 ILCS 160/1-45)

7 Sec. 1-45. Finances.

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

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

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

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

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

20 (e) Separate assessments for expenditures relating to  
21 emergencies or mandated by law may be adopted by the board  
22 without being subject to unit owner approval or the provisions  
23 of subsection (c) or (f) of this Section. As used herein,  
24 "emergency" means an immediate danger to the structural  
25 integrity of the common areas or to the life, health, safety,  
26 or property of the unit owners.

1 (f) Assessments for additions and alterations to the common  
2 areas or to association-owned property not included in the  
3 adopted annual budget, shall be separately assessed and are  
4 subject to approval of two-thirds of the total members at a  
5 meeting called for that purpose.

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

12 (h) The board of a common interest community association  
13 shall have the authority to establish and maintain a system of  
14 master metering of public utility services to collect payments  
15 in conjunction therewith, subject to the requirements of the  
16 Tenant Utility Payment Disclosure Act.

17 (Source: P.A. 96-1400, eff. 7-29-10; 97-605, eff. 8-26-11.)

18 Section 10. The Condominium Property Act is amended by  
19 changing Section 18.5 as follows:

20 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

21 Sec. 18.5. Master Associations.

22 (a) If the ~~the~~ declaration, other condominium instrument,  
23 or other duly recorded covenants provide that any of the powers  
24 of the unit owners associations are to be exercised by or may

1 be delegated to a nonprofit corporation or unincorporated  
2 association that exercises those or other powers on behalf of  
3 one or more condominiums, or for the benefit of the unit owners  
4 of one or more condominiums, such corporation or association  
5 shall be a master association.

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

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

14 (c) Meetings and finances.

15 (1) Each unit owner of a condominium subject to the  
16 authority of the board of the master association shall  
17 receive, at least 30 days prior to the adoption thereof by  
18 the board of the master association, a copy of the proposed  
19 annual budget.

20 (2) The board of the master association shall annually  
21 supply to all unit owners of condominiums subject to the  
22 authority of the board of the master association an  
23 itemized accounting of the common expenses for the  
24 preceding year actually incurred or paid, together with a  
25 tabulation of the amounts collected pursuant to the budget  
26 or assessment, and showing the net excess or deficit of

1 income over expenditures plus reserves.

2 (3) Each unit owner of a condominium subject to the  
3 authority of the board of the master association shall  
4 receive written notice mailed or delivered no less than 10  
5 and no more than 30 days prior to any meeting of the board  
6 of the master association concerning the adoption of the  
7 proposed annual budget or any increase in the budget, or  
8 establishment of an assessment.

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

13 (A) to discuss litigation when an action against or  
14 on behalf of the particular master association has been  
15 filed and is pending in a court or administrative  
16 tribunal, or when the board of the master association  
17 finds that such an action is probable or imminent,

18 (B) to consider information regarding appointment,  
19 employment or dismissal of an employee, or

20 (C) to discuss violations of rules and regulations  
21 of the master association or unpaid common expenses  
22 owed to the master association.

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

26 Any unit owner may record the proceedings at meetings

1 required to be open by this Act by tape, film or other  
2 means; the board may prescribe reasonable rules and  
3 regulations to govern the right to make such recordings.  
4 Notice of meetings shall be mailed or delivered at least 48  
5 hours prior thereto, unless a written waiver of such notice  
6 is signed by the persons entitled to notice before the  
7 meeting is convened. Copies of notices of meetings of the  
8 board of the master association shall be posted in  
9 entranceways, elevators, or other conspicuous places in  
10 the condominium at least 48 hours prior to the meeting of  
11 the board of the master association. Where there is no  
12 common entranceway for 7 or more units, the board of the  
13 master association may designate one or more locations in  
14 the proximity of these units where the notices of meetings  
15 shall be posted.

16 (5) If the declaration provides for election by unit  
17 owners of members of the board of directors in the event of  
18 a resale of a unit in the master association, the purchaser  
19 of a unit from a seller other than the developer pursuant  
20 to an installment contract for purchase shall, during such  
21 times as he or she resides in the unit, be counted toward a  
22 quorum for purposes of election of members of the board of  
23 directors at any meeting of the unit owners called for  
24 purposes of electing members of the board, and shall have  
25 the right to vote for the election of members of the board  
26 of directors and to be elected to and serve on the board of

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

11 (6) The board of the master association shall have the  
12 authority to establish and maintain a system of master  
13 metering of public utility services and to collect payments  
14 in connection therewith, subject to the requirements of the  
15 Tenant Utility Payment Disclosure Act.

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

24 (8) Other than attorney's fees, no fees pertaining to  
25 the collection of a unit owner's financial obligation to  
26 the Association, including fees charged by a manager or



1 managing agent, shall be added to and deemed a part of an  
2 owner's respective share of the common expenses unless: (i)  
3 the managing agent fees relate to the costs to collect  
4 common expenses for the Association; (ii) the fees are set  
5 forth in a contract between the managing agent and the  
6 Association; and (iii) the authority to add the management  
7 fees to an owner's respective share of the common expenses  
8 is specifically stated in the declaration or bylaws of the  
9 Association.

10 (d) Records.

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

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

1           (ii) Detailed and accurate records in  
2 chronological order of the receipts and expenditures  
3 affecting the common areas, specifying and itemizing  
4 the maintenance and repair expenses of the common areas  
5 and any other expenses incurred, and copies of all  
6 contracts, leases, or other agreements entered into by  
7 the master association, shall be maintained.

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

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

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

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

26           (2) Where a request for records under this subsection

1 is made in writing to the board of managers or its agent,  
2 failure to provide the requested record or to respond  
3 within 30 days shall be deemed a denial by the board of  
4 directors.

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

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

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

17 (f) Administration of property prior to election of the  
18 initial board of directors.

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

1 held and performed by the developer.

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

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

1 election for members of the board of directors.

2 (4) Within 60 days following the election of a majority  
3 of the board of directors, other than the developer, by  
4 unit owners, the developer shall deliver to the board of  
5 directors:

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

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

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

25 (iv) A schedule of all real or personal property,  
26 equipment and fixtures belonging to the association,

1 including documents transferring the property,  
2 warranties, if any, for all real and personal property  
3 and equipment, deeds, title insurance policies, and  
4 all tax bills.

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

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

1           incurred from and after the date of expiration of the  
2           10 day demand.

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

1           During the 90 day period the other party to the contract,  
2           lease, or other agreement shall also have the right of  
3           cancellation.

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

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

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

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

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

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

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



1 statement is available.

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

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

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

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

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

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

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

15 (h) Errors and omissions.

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

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

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

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

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

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

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

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

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

26           (j) (Blank).

1 (Source: P.A. 96-1045, eff. 7-14-10; 97-535, eff. 1-1-12;  
2 97-605, eff. 8-26-11; revised 10-4-11.)