



Rep. Laura Fine

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1 AMENDMENT TO HOUSE BILL 5927

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 5927 on page 6, by  
3 inserting immediately below line 5 the following:

4 "Section 10. The Condominium Property Act is amended by  
5 changing Sections 9, 9.1, 12.1, 14.1, 18, 18.4, 18.5, 18.6,  
6 18.7, 22.1, and 27 as follows:

7 (765 ILCS 605/9) (from Ch. 30, par. 309)

8 Sec. 9. Sharing of expenses - Lien for nonpayment.

9 (a) All common expenses incurred or accrued prior to the  
10 first conveyance of a unit shall be paid by the developer, and  
11 during this period no common expense assessment shall be  
12 payable to the association. It shall be the duty of each unit  
13 owner including the developer to pay his proportionate share of  
14 the common expenses commencing with the first conveyance. The  
15 proportionate share shall be in the same ratio as his  
16 percentage of ownership in the common elements set forth in the

1 declaration.

2 (b) The condominium instruments may provide that common  
3 expenses for insurance premiums be assessed on a basis  
4 reflecting increased charges for coverage on certain units.

5 (c) Budget and reserves.

6 (1) The board of managers shall prepare and distribute  
7 to all unit owners a detailed proposed annual budget,  
8 setting forth with particularity all anticipated common  
9 expenses by category as well as all anticipated assessments  
10 and other income. The initial budget and common expense  
11 assessment based thereon shall be adopted prior to the  
12 conveyance of any unit. The budget shall also set forth  
13 each unit owner's proposed common expense assessment.

14 (2) All budgets adopted by a board of managers on or  
15 after July 1, 1990 shall provide for reasonable reserves  
16 for capital expenditures and deferred maintenance for  
17 repair or replacement of the common elements. To determine  
18 the amount of reserves appropriate for an association, the  
19 board of managers shall take into consideration the  
20 following: (i) the repair and replacement cost, and the  
21 estimated useful life, of the property which the  
22 association is obligated to maintain, including but not  
23 limited to structural and mechanical components, surfaces  
24 of the buildings and common elements, and energy systems  
25 and equipment; (ii) the current and anticipated return on  
26 investment of association funds; (iii) any independent

1 professional reserve study which the association may  
2 obtain; (iv) the financial impact on unit owners, and the  
3 market value of the condominium units, of any assessment  
4 increase needed to fund reserves; and (v) the ability of  
5 the association to obtain financing or refinancing.

6 (3) Notwithstanding the provisions of this subsection  
7 (c), an association without a reserve requirement in its  
8 condominium instruments may elect to waive in whole or in  
9 part the reserve requirements of this Section by a vote of  
10 2/3 of the total votes of the association. Any association  
11 having elected under this paragraph (3) to waive the  
12 provisions of subsection (c) may by a vote of 2/3 of the  
13 total votes of the association elect to again be governed  
14 by the requirements of subsection (c).

15 (4) In the event that an association elects to waive  
16 all or part of the reserve requirements of this Section,  
17 that fact must be disclosed after the meeting at which the  
18 waiver occurs by the association in the financial  
19 statements of the association and, highlighted in bold  
20 print, in the response to any request of a prospective  
21 purchaser for the information prescribed under Section  
22 22.1; and no member of the board of managers or the  
23 managing agent of the association shall be liable, and no  
24 cause of action may be brought for damages against these  
25 parties, for the lack or inadequacy of reserve funds in the  
26 association budget.

1           (5) A management company holding reserve funds of an  
2           association shall at all times maintain a separate account  
3           for each association; however, for investment purposes,  
4           the board of managers of an association may authorize a  
5           management company to maintain the association's reserve  
6           funds in a single interest bearing account with similar  
7           funds of other associations. The management company shall  
8           at all times maintain records identifying all moneys of  
9           each association in the investment account. The management  
10           company may hold all operating funds of associations it  
11           manages in a single operating account but shall at all  
12           times maintain records identifying all moneys of each  
13           association in the operating account. The operating and  
14           reserve funds held by the management company for the  
15           association shall not be subject to attachment by any  
16           creditor of the management company.

17           As used in this subsection, "management company" means  
18           a person, partnership, corporation, or other legal entity  
19           entitled to transact business on behalf of others, acting  
20           on behalf of or as an agent for a unit owner, unit owners,  
21           or association of unit owners for the purpose of carrying  
22           out the duties, responsibilities, and other obligations  
23           necessary for the day to day operation and management of  
24           any property subject to this Act.

25           (d) (Blank).

26           (e) The condominium instruments may provide for the

1 assessment, in connection with expenditures for the limited  
2 common elements, of only those units to which the limited  
3 common elements are assigned.

4 (f) Payment of any assessment shall be in amounts and at  
5 times determined by the board of managers.

6 (g) Lien.

7 (1) If any unit owner shall fail or refuse to make any  
8 payment of the common expenses or the amount of any unpaid  
9 fine when due, the amount thereof together with any  
10 interest, late charges, reasonable attorney fees incurred  
11 enforcing the covenants of the condominium instruments,  
12 rules and regulations of the board of managers, or any  
13 applicable statute or ordinance, and costs of collections  
14 shall constitute a lien on the interest of the unit owner  
15 in the property prior to all other liens and encumbrances,  
16 recorded or unrecorded, except only (a) taxes, special  
17 assessments and special taxes theretofore or thereafter  
18 levied by any political subdivision or municipal  
19 corporation of this State and other State or federal taxes  
20 which by law are a lien on the interest of the unit owner  
21 prior to preexisting recorded encumbrances thereon and (b)  
22 encumbrances on the interest of the unit owner recorded  
23 prior to the date of such failure or refusal which by law  
24 would be a lien thereon prior to subsequently recorded  
25 encumbrances. Any action brought to extinguish the lien of  
26 the association shall include the association as a party.

1           (2) With respect to encumbrances executed prior to  
2 August 30, 1984 or encumbrances executed subsequent to  
3 August 30, 1984 which are neither bonafide first mortgages  
4 nor trust deeds and which encumbrances contain a statement  
5 of a mailing address in the State of Illinois where notice  
6 may be mailed to the encumbrancer thereunder, if and  
7 whenever and as often as the manager or board of managers  
8 shall send, by United States certified or registered mail,  
9 return receipt requested, to any such encumbrancer at the  
10 mailing address set forth in the recorded encumbrance a  
11 statement of the amounts and due dates of the unpaid common  
12 expenses with respect to the encumbered unit, then, unless  
13 otherwise provided in the declaration or bylaws, the prior  
14 recorded encumbrance shall be subject to the lien of all  
15 unpaid common expenses with respect to the unit which  
16 become due and payable within a period of 90 days after the  
17 date of mailing of each such notice.

18           (3) The purchaser of a condominium unit at a judicial  
19 foreclosure sale, or a mortgagee who receives title to a  
20 unit by deed in lieu of foreclosure or judgment by common  
21 law strict foreclosure or otherwise takes possession  
22 pursuant to court order under the Illinois Mortgage  
23 Foreclosure Law, shall have the duty to pay the unit's  
24 proportionate share of the common expenses for the unit  
25 assessed from and after the first day of the month after  
26 the date of the judicial foreclosure sale, delivery of the

1 deed in lieu of foreclosure, entry of a judgment in common  
2 law strict foreclosure, or taking of possession pursuant to  
3 such court order. Such payment confirms the extinguishment  
4 of any lien created pursuant to paragraph (1) or (2) of  
5 this subsection (g) by virtue of the failure or refusal of  
6 a prior unit owner to make payment of common expenses,  
7 where the judicial foreclosure sale has been confirmed by  
8 order of the court, a deed in lieu thereof has been  
9 accepted by the lender, or a consent judgment has been  
10 entered by the court.

11 (4) The purchaser of a condominium unit at a judicial  
12 foreclosure sale, other than a mortgagee, who takes  
13 possession of a condominium unit pursuant to a court order  
14 or a purchaser who acquires title from a mortgagee shall  
15 have the duty to pay the proportionate share, if any, of  
16 the common expenses for the unit which would have become  
17 due in the absence of any assessment acceleration during  
18 the 6 months immediately preceding institution of an action  
19 to enforce the collection of assessments, and which remain  
20 unpaid by the owner during whose possession the assessments  
21 accrued. If the outstanding assessments are paid at any  
22 time during any action to enforce the collection of  
23 assessments, the purchaser shall have no obligation to pay  
24 any assessments which accrued before he or she acquired  
25 title.

26 (5) The notice of sale of a condominium unit under

1 subsection (c) of Section 15-1507 of the Code of Civil  
2 Procedure shall state that the purchaser of the unit other  
3 than a mortgagee shall pay the assessments and the legal  
4 fees required by subdivisions (g) (1) and (g) (4) of Section  
5 9 of this Act. The statement of assessment account issued  
6 by the association to a unit owner under subsection (i) of  
7 Section 18 of this Act, and the disclosure statement issued  
8 to a prospective purchaser under Section 22.1 of this Act,  
9 shall state the amount of the assessments and the legal  
10 fees, if any, required by subdivisions (g) (1) and (g) (4) of  
11 Section 9 of this Act.

12 (h) A lien for common expenses shall be in favor of the  
13 members of the board of managers and their successors in office  
14 and shall be for the benefit of all other unit owners. Notice  
15 of the lien may be recorded by the board of managers, or if the  
16 developer is the manager or has a majority of seats on the  
17 board of managers and the manager or board of managers fails to  
18 do so, any unit owner may record notice of the lien. Upon the  
19 recording of such notice the lien may be foreclosed by an  
20 action brought in the name of the board of managers in the same  
21 manner as a mortgage of real property.

22 (i) Unless otherwise provided in the declaration, the  
23 members of the board of managers and their successors in  
24 office, acting on behalf of the other unit owners, shall have  
25 the power to bid on the interest so foreclosed at the  
26 foreclosure sale, and to acquire and hold, lease, mortgage and



1 convey it.

2 (j) Any encumbrancer may from time to time request in  
3 writing a written statement from the manager or board of  
4 managers setting forth the unpaid common expenses with respect  
5 to the unit covered by his encumbrance. Unless the request is  
6 complied with within 20 days, all unpaid common expenses which  
7 become due prior to the date of the making of such request  
8 shall be subordinate to the lien of the encumbrance. Any  
9 encumbrancer holding a lien on a unit may pay any unpaid common  
10 expenses payable with respect to the unit, and upon payment the  
11 encumbrancer shall have a lien on the unit for the amounts paid  
12 at the same rank as the lien of his encumbrance.

13 (k) Nothing in Public Act 83-1271 is intended to change the  
14 lien priorities of any encumbrance created prior to August 30,  
15 1984.

16 (Source: P.A. 94-1049, eff. 1-1-07.)

17 (765 ILCS 605/9.1) (from Ch. 30, par. 309.1)

18 Sec. 9.1. ~~(a) Other liens; attachment and satisfaction.~~

19 (a) Subsequent to the recording of the declaration, no  
20 liens of any nature shall be created or arise against any  
21 portion of the property except against an individual unit or  
22 units. No labor performed or materials furnished with the  
23 consent or at the request of a particular unit owner shall be  
24 the basis for the filing of a mechanics' lien claim against any  
25 other unit. If the performance of the labor or furnishing of

1 the materials is expressly authorized by the board of managers,  
2 each unit owner shall be deemed to have expressly authorized it  
3 and consented thereto, and shall be liable for the payment of  
4 his unit's proportionate share of any due and payable  
5 indebtedness as set forth in this Section.

6 Each mortgage and other lien, including mechanics liens,  
7 securing a debt incurred in the development of the land  
8 submitted to the provisions of this Act for the sale of units  
9 shall be subject to the provisions of this Act, subsequent to  
10 the conveyance of a unit to the purchaser.

11 In the event any lien exists against 2 or more units and  
12 the indebtedness secured by such lien is due and payable, the  
13 unit owner of any such unit so affected may remove such unit  
14 and the undivided interest in the common elements appertaining  
15 thereto from such lien by payment of the proportional amount of  
16 such indebtedness attributable to such unit. In the event such  
17 lien exists against the units or against the property, the  
18 amount of such proportional payment shall be computed on the  
19 basis of the percentages set forth in the declaration. Upon  
20 payment as herein provided, it is the duty of the encumbrancer  
21 to execute and deliver to the unit owner a release of such unit  
22 and the undivided interest in the common elements appertaining  
23 thereto from such lien, except that such proportional payment  
24 and release shall not prevent the encumbrancer from proceeding  
25 to enforce his rights against any unit or interest with respect  
26 to which such lien has not been so paid or released.

1           The owner of a unit shall not be liable for any claims,  
2 damages, or judgments, including but not limited to State or  
3 local government fees or fines, entered as a result of any  
4 action or inaction of the board of managers of the association  
5 other than for mechanics' liens as set forth in this Section.  
6 Unit owners other than the developer, members of the board of  
7 managers other than the developer or developer  
8 representatives, and the association of unit owners shall not  
9 be liable for any claims, damages, or judgments, including but  
10 not limited to State or local government fees or fines, entered  
11 as result of any action or inaction of the developer other than  
12 for mechanics' liens as set forth in this Section. Each unit  
13 owner's liability for any judgment entered against the board of  
14 managers or the association, if any, shall be limited to his  
15 proportionate share of the indebtedness as set forth in this  
16 Section, whether collection is sought through assessment or  
17 otherwise. A unit owner shall be liable for any claim, damage  
18 or judgment entered as a result of the use or operation of his  
19 unit, or caused by his own conduct. Before conveying a unit, a  
20 developer shall record and furnish purchaser releases of all  
21 liens affecting that unit and its common element interest which  
22 the purchaser does not expressly agree to take subject to or  
23 assume, and the developer shall provide a surety bond or  
24 substitute collateral for or insurance against liens for which  
25 a release is not provided. After conveyance of such unit, no  
26 mechanics lien shall be created against such unit or its common

1 element interest by reason of any subsequent contract by the  
2 developer to improve or make additions to the property.

3 Each mortgagee or other lienholder of ~~the unit of a common~~  
4 ~~interest community or of~~ a unit subject to the Condominium  
5 Property Act shall provide an address to the unit owners'  
6 association at the time the lien or mortgage is recorded at  
7 which address such unit owners' association shall send notice  
8 to such mortgagee or lienholder of any eminent domain  
9 proceeding to which the association thereafter becomes a party.

10 If the mortgagee or lienholder has not provided an address for  
11 notice purposes to the association, then such notice shall be  
12 sent to all mortgagees or lienholders which are named insureds  
13 on the master policy of insurance which exists or may exist on  
14 the ~~common interest community or~~ unit subject to the  
15 Condominium Property Act.

16 (b) ~~Board of Managers' standing and capacity.~~ The board of  
17 managers shall have standing and capacity to act in a  
18 representative capacity in relation to matters involving the  
19 common elements or more than one unit, on behalf of the unit  
20 owners, as their interests may appear.

21 (Source: P.A. 91-616, eff. 8-19-99.)

22 (765 ILCS 605/12.1) (from Ch. 30, par. 312.1)

23 Sec. 12.1. Insurance risk pooling trusts.

24 (a) This Section shall be known and may be cited as the  
25 Condominium ~~and Common Interest Community~~ Risk Pooling Trust

1 Act.

2 (b) The boards of managers or boards of directors, as the  
3 case may be, of two or more condominium associations ~~or common~~  
4 ~~interest community associations,~~ are authorized to establish,  
5 with the unit owners and the condominium ~~or common interest~~  
6 ~~community~~ associations as the beneficiaries thereof, a trust  
7 fund for the purpose of providing protection of the  
8 participating condominium ~~and common interest community~~  
9 associations against the risk of financial loss due to damage  
10 to, destruction of or loss of property, or the imposition of  
11 legal liability as required or authorized under this Act or the  
12 declaration of the condominium ~~or common interest community~~  
13 association.

14 (c) The trust fund shall be established and amended only by  
15 a written instrument which shall be filed with and approved by  
16 the Director of Insurance prior to its becoming effective.

17 (d) No association shall be a beneficiary of the trust fund  
18 unless it shall be incorporated under the laws of this State.

19 (e) The trust fund is authorized to indemnify the  
20 condominium ~~and common interest community~~ association  
21 beneficiaries thereof against the risk of loss due to damage,  
22 destruction or loss to property or imposition of legal  
23 liability as required or authorized under this Act or the  
24 declaration of the condominium ~~or common interest community~~  
25 association.

26 (f) Risks assumed by the trust fund may be pooled and

1 shared with other trust funds established under this Section.

2 (g) (Blank).

3 (h) (Blank).

4 (i) No trustee of the trust fund shall be paid a salary or  
5 receive other compensation, except that the written trust  
6 instrument may provide for reimbursement for actual expenses  
7 incurred on behalf of the trust fund.

8 (j) (Blank).

9 (k) (Blank).

10 (l) (Blank).

11 (m) Each trust fund shall file annually with the Director  
12 of Insurance a full independently audited financial statement.

13 (n) (Blank).

14 (o) (Blank).

15 (p) (Blank).

16 (q) (Blank).

17 (r) (Blank).

18 (s) The Director of Insurance shall have with respect to  
19 trust funds established under this Section the powers of  
20 examination conferred upon him relative to insurance companies  
21 by Section 132 of the Illinois Insurance Code.

22 (t) (Blank).

23 (u) (Blank).

24 (v) Trust funds established under and which fully comply  
25 with this Section shall not be considered member insurance  
26 companies or to be in the business of insurance nor shall the

1 provision of Article XXXIV of the Illinois Insurance Code apply  
2 to any such trust fund established under this Section.

3 (w) (Blank).

4 (x) The Director of Insurance shall adopt reasonable rules  
5 pertaining to the standards of coverage and administration of  
6 trust funds authorized under this Section.

7 (Source: P.A. 92-518, eff. 6-1-02.)

8 (765 ILCS 605/14.1) (from Ch. 30, par. 314.1)

9 Sec. 14.1. Disposition or removal of any portion of the  
10 property.

11 (a) The condominium instruments may provide for the  
12 withdrawal of any portion of the property in connection with  
13 eminent domain proceedings in compliance with the provisions of  
14 this Act. Upon the withdrawal of any unit or portion thereof,  
15 the percentage of interest in the common elements appurtenant  
16 to such unit or portion thereof shall be reallocated among the  
17 remaining units on the basis of the percentage of interest of  
18 each remaining unit. If only a portion of a unit is withdrawn,  
19 the percentage of interest appurtenant to that unit shall be  
20 reduced accordingly, upon the basis of diminution in market  
21 value of the unit, as determined by the board of managers. The  
22 allocation of any condemnation award or other proceeds to any  
23 withdrawing or remaining unit owner shall be on an equitable  
24 basis, which need not be a unit's percentage interest. Any  
25 condemnation award or other proceeds available in connection

1 with the withdrawal of any portion of the common elements, not  
2 necessarily including the limited common elements, shall be  
3 allocated on the basis of each unit owner's percentage interest  
4 therein. The declaration may provide that proceeds available  
5 from the withdrawal of any limited common element will be  
6 distributed in accordance with the interests of those entitled  
7 to their use. The condominium instruments shall provide for the  
8 cessation of responsibility for the payment of assessments for  
9 any unit or portion thereof withdrawn from the condominium. In  
10 the event that the unit owners' association is named as  
11 defendant in an eminent domain proceeding on behalf of all unit  
12 owners, then the payment of the proceeds of the eminent domain  
13 proceeding attributable to the taking or damaging of the common  
14 element shall be according to this Section unless the  
15 condominium instrument ~~or declaration of a common interest~~  
16 ~~community~~ expressly provides for different procedures. ~~This~~  
17 ~~Section shall also apply to eminent domain proceedings in which~~  
18 ~~the unit owners' association of a common interest community is~~  
19 ~~named as a defendant on behalf of all unit owners.~~

20 (b) Notwithstanding anything to the contrary contained in  
21 this Section, in a leasehold condominium, any allocation of any  
22 condemnation award or other proceeds available in connection  
23 with the withdrawal of any portion of the property shall  
24 include an equitable allocation to the lessor. The allocation  
25 shall take into account any provisions of the lease described  
26 in item (x) of Section 2 of this Act concerning such



1 allocations.

2 (Source: P.A. 89-89, eff. 6-30-95.)

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

4 (Text of Section before amendment by P.A. 99-472)

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

7 (a) (1) The election from among the unit owners of a board  
8 of managers, the number of persons constituting such board, ~~and~~  
9 ~~that the terms of at least one third of the members of the~~  
10 ~~board shall expire annually~~ and that all members of the board  
11 shall be elected at large; if. ~~If~~ there are multiple owners of  
12 a single unit, only one of the multiple owners shall be  
13 eligible to serve as a member of the board at any one time; ~~;~~

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

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

16 (4) the method of removal from office of members of the  
17 board;

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

20 (6) that each unit owner shall receive, at least 30 days  
21 prior to the adoption thereof by the board of managers, a copy  
22 of the proposed annual budget together with an indication of  
23 which portions are intended for reserves, capital expenditures  
24 or repairs or payment of real estate taxes;

25 (7) that the board of managers shall annually supply to all

1 unit owners an itemized accounting of the common expenses for  
2 the preceding year actually incurred or paid, together with an  
3 indication of which portions were for reserves, capital  
4 expenditures or repairs or payment of real estate taxes and  
5 with a tabulation of the amounts collected pursuant to the  
6 budget or assessment, and showing the net excess or deficit of  
7 income over expenditures plus reserves;

8 (8) (i) that each unit owner shall receive notice, in the  
9 same manner as is provided in this Act for membership meetings,  
10 of any meeting of the board of managers concerning the adoption  
11 of the proposed annual budget and regular assessments pursuant  
12 thereto or to adopt a separate (special) assessment, (ii) that  
13 except as provided in subsection (iv) below, if an adopted  
14 budget or any separate assessment adopted by the board would  
15 result in the sum of all regular and separate assessments  
16 payable in the current fiscal year exceeding 115% of the sum of  
17 all regular and separate assessments payable during the  
18 preceding fiscal year, the board of managers, upon written  
19 petition by unit owners with 20 percent of the votes of the  
20 association delivered to the board within 14 days of the board  
21 action, shall call a meeting of the unit owners within 30 days  
22 of the date of delivery of the petition to consider the budget  
23 or separate assessment; unless a majority of the total votes of  
24 the unit owners are cast at the meeting to reject the budget or  
25 separate assessment, it is ratified, (iii) that any common  
26 expense not set forth in the budget or any increase in

1 assessments over the amount adopted in the budget shall be  
2 separately assessed against all unit owners, (iv) that separate  
3 assessments for expenditures relating to emergencies or  
4 mandated by law may be adopted by the board of managers without  
5 being subject to unit owner approval or the provisions of item  
6 (ii) above or item (v) below. As used herein, "emergency" means  
7 an immediate danger to the structural integrity of the common  
8 elements or to the life, health, safety or property of the unit  
9 owners, (v) that assessments for additions and alterations to  
10 the common elements or to association-owned property not  
11 included in the adopted annual budget, shall be separately  
12 assessed and are subject to approval of two-thirds of the total  
13 votes of all unit owners, (vi) that the board of managers may  
14 adopt separate assessments payable over more than one fiscal  
15 year. With respect to multi-year assessments not governed by  
16 items (iv) and (v), the entire amount of the multi-year  
17 assessment shall be deemed considered and authorized in the  
18 first fiscal year in which the assessment is approved;

19 (9) that meetings of the board of managers shall be open to  
20 any unit owner, except for the portion of any meeting held (i)  
21 to discuss litigation when an action against or on behalf of  
22 the particular association has been filed and is pending in a  
23 court or administrative tribunal, or when the board of managers  
24 finds that such an action is probable or imminent, (ii) to  
25 consider information regarding appointment, employment or  
26 dismissal of an employee, or (iii) to discuss violations of

1 rules and regulations of the association or a unit owner's  
2 unpaid share of common expenses; that any vote on these matters  
3 shall be taken at a meeting or portion thereof open to any unit  
4 owner; that any unit owner may record the proceedings at  
5 meetings or portions thereof required to be open by this Act by  
6 tape, film or other means; that the board may prescribe  
7 reasonable rules and regulations to govern the right to make  
8 such recordings, that notice of such meetings shall be mailed  
9 or delivered at least 48 hours prior thereto, unless a written  
10 waiver of such notice is signed by the person or persons  
11 entitled to such notice pursuant to the declaration, bylaws,  
12 other condominium instrument, or provision of law other than  
13 this subsection before the meeting is convened, and that copies  
14 of notices of meetings of the board of managers shall be posted  
15 in entranceways, elevators, or other conspicuous places in the  
16 condominium at least 48 hours prior to the meeting of the board  
17 of managers except where there is no common entranceway for 7  
18 or more units, the board of managers may designate one or more  
19 locations in the proximity of these units where the notices of  
20 meetings shall be posted;

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

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

25 (12) the designation of an officer to mail and receive all  
26 notices and execute amendments to condominium instruments as

1 provided for in this Act and in the condominium instruments;

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

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

19 (15) provisions concerning notice of board meetings to  
20 members of the board;

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

1 contract and the unit owners are afforded an opportunity by  
2 filing a petition, signed by 20% of the unit owners, for an  
3 election to approve or disapprove the contract; such petition  
4 shall be filed within 20 days after such notice and such  
5 election shall be held within 30 days after filing the  
6 petition; for purposes of this subsection, a board member's  
7 immediate family means the board member's spouse, parents, and  
8 children;

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

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

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

23 (20) that the board of managers may establish and maintain  
24 a system of master metering of public utility services and  
25 collect payments in connection therewith, subject to the  
26 requirements of the Tenant Utility Payment Disclosure Act.

1           (b) (1) What percentage of the unit owners, if other than  
2 20%, shall constitute a quorum provided that, for condominiums  
3 with 20 or more units, the percentage of unit owners  
4 constituting a quorum shall be 20% unless the unit owners  
5 holding a majority of the percentage interest in the  
6 association provide for a higher percentage, provided that in  
7 voting on amendments to the association's bylaws, a unit owner  
8 who is in arrears on the unit owner's regular or separate  
9 assessments for 60 days or more, shall not be counted for  
10 purposes of determining if a quorum is present, but that unit  
11 owner retains the right to vote on amendments to the  
12 association's bylaws;

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

15           (3) that the members shall hold an annual meeting, one of  
16 the purposes of which shall be to elect members of the board of  
17 managers;

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

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

21           (6) that written notice of any membership meeting shall be  
22 mailed or delivered giving members no less than 10 and no more  
23 than 30 days notice of the time, place and purpose of such  
24 meeting except that notice may be sent, to the extent the  
25 condominium instruments or rules adopted thereunder expressly  
26 so provide, by electronic transmission consented to by the unit

1 owner to whom the notice is given, provided the director and  
2 officer or his agent certifies in writing to the delivery by  
3 electronic transmission;

4 (7) that voting shall be on a percentage basis, and that  
5 the percentage vote to which each unit is entitled is the  
6 percentage interest of the undivided ownership of the common  
7 elements appurtenant thereto, provided that the bylaws may  
8 provide for approval by unit owners in connection with matters  
9 where the requisite approval on a percentage basis is not  
10 specified in this Act, on the basis of one vote per unit;

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

22 (9) (A) except as provided in subparagraph (B) of this  
23 paragraph (9) in connection with board elections, that a unit  
24 owner may vote by proxy executed in writing by the unit owner  
25 or by his duly authorized attorney in fact; that the proxy must  
26 bear the date of execution and, unless the condominium



1 instruments or the written proxy itself provide otherwise, is  
2 invalid after 11 months from the date of its execution; to the  
3 extent the condominium instruments or rules adopted thereunder  
4 expressly so provide, a vote or proxy may be submitted by  
5 electronic transmission, provided that any such electronic  
6 transmission shall either set forth or be submitted with  
7 information from which it can be determined that the electronic  
8 transmission was authorized by the unit owner or the unit  
9 owner's proxy;

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

1 their candidacy and must give the person casting the ballot the  
2 opportunity to cast votes for candidates whose names do not  
3 appear on the ballot; that a ballot received by the association  
4 or its designated agent after the close of voting shall not be  
5 counted; that a unit owner who submits a ballot by mail or  
6 other means of delivery specified in the declaration, bylaws,  
7 or rule may request and cast a ballot in person at the election  
8 meeting, and thereby void any ballot previously submitted by  
9 that unit owner;

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

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

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

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

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

1 and further, that a candidate for election to the board of  
2 managers or such candidate's representative shall have the  
3 right to be present at the counting of ballots at such  
4 election;

5 (11) that in the event of a resale of a condominium unit  
6 the purchaser of a unit from a seller other than the developer  
7 pursuant to an installment contract for purchase shall during  
8 such times as he or she resides in the unit be counted toward a  
9 quorum for purposes of election of members of the board of  
10 managers at any meeting of the unit owners called for purposes  
11 of electing members of the board, shall have the right to vote  
12 for the election of members of the board of managers and to be  
13 elected to and serve on the board of managers unless the seller  
14 expressly retains in writing any or all of such rights. In no  
15 event may the seller and purchaser both be counted toward a  
16 quorum, be permitted to vote for a particular office or be  
17 elected and serve on the board. Satisfactory evidence of the  
18 installment contract ~~contact~~ shall be made available to the  
19 association or its agents. For purposes of this subsection,  
20 "installment contract" ~~contact~~ shall have the same meaning as  
21 set forth in Section 1 (e) of the Dwelling Unit Installment  
22 Contract Act ~~"An Act relating to installment contracts to sell~~  
23 ~~dwelling structures", approved August 11, 1967, as amended;~~

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

1 membership meetings called for such purposes; and

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

5 (i) merger or consolidation of the association;

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

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

11 (c) Election of a president from among the board of  
12 managers, who shall preside over the meetings of the board of  
13 managers and of the unit owners.

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

19 (e) Election of a treasurer from among the board of  
20 managers, who shall keep the financial records and books of  
21 account.

22 (f) Maintenance, repair and replacement of the common  
23 elements and payments therefor, including the method of  
24 approving payment vouchers.

25 (g) (Blank). ~~An association with 30 or more units shall~~  
26 ~~obtain and maintain fidelity insurance covering persons who~~

1 ~~control or disburse funds of the association for the maximum~~  
2 ~~amount of coverage available to protect funds in the custody or~~  
3 ~~control of the association plus the association reserve fund.~~  
4 ~~All management companies which are responsible for the funds~~  
5 ~~held or administered by the association shall maintain and~~  
6 ~~furnish to the association a fidelity bond for the maximum~~  
7 ~~amount of coverage available to protect funds in the custody of~~  
8 ~~the management company at any time. The association shall bear~~  
9 ~~the cost of the fidelity insurance and fidelity bond, unless~~  
10 ~~otherwise provided by contract between the association and a~~  
11 ~~management company. The association shall be the direct obligee~~  
12 ~~of any such fidelity bond. A management company holding reserve~~  
13 ~~funds of an association shall at all times maintain a separate~~  
14 ~~account for each association, provided, however, that for~~  
15 ~~investment purposes, the Board of Managers of an association~~  
16 ~~may authorize a management company to maintain the~~  
17 ~~association's reserve funds in a single interest bearing~~  
18 ~~account with similar funds of other associations. The~~  
19 ~~management company shall at all times maintain records~~  
20 ~~identifying all moneys of each association in such investment~~  
21 ~~account. The management company may hold all operating funds of~~  
22 ~~associations which it manages in a single operating account but~~  
23 ~~shall at all times maintain records identifying all moneys of~~  
24 ~~each association in such operating account. Such operating and~~  
25 ~~reserve funds held by the management company for the~~  
26 ~~association shall not be subject to attachment by any creditor~~

1 ~~of the management company.~~

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

18 ~~Until one year after the effective date of this amendatory~~  
19 ~~Act of 1985, if a condominium association has reserves plus~~  
20 ~~assessments in excess of \$250,000 and cannot reasonably obtain~~  
21 ~~100% fidelity bond coverage for such amount, then it must~~  
22 ~~obtain a fidelity bond coverage of \$250,000.~~

23 (h) Method of estimating the amount of the annual budget,  
24 and the manner of assessing and collecting from the unit owners  
25 their respective shares of such estimated expenses, and of any  
26 other expenses lawfully agreed upon.

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

6           (j) Designation and removal of personnel necessary for the  
7 maintenance, repair and replacement of the common elements.

8           (k) Such restrictions on and requirements respecting the  
9 use and maintenance of the units and the use of the common  
10 elements, not set forth in the declaration, as are designed to  
11 prevent unreasonable interference with the use of their  
12 respective units and of the common elements by the several unit  
13 owners.

14           (l) Method of adopting and of amending administrative rules  
15 and regulations governing the operation and use of the common  
16 elements.

17           (m) The percentage of votes required to modify or amend the  
18 bylaws, but each one of the particulars set forth in this  
19 section shall always be embodied in the bylaws.

20           (n) (i) The provisions of this Act, the declaration, bylaws,  
21 other condominium instruments, and rules and regulations that  
22 relate to the use of the individual unit or the common elements  
23 shall be applicable to any person leasing a unit and shall be  
24 deemed to be incorporated in any lease executed or renewed on  
25 or after August 30, 1984 (the effective date of Public Act  
26 83-1271) ~~this amendatory Act of 1984.~~



1           (ii) With regard to any lease entered into subsequent to  
2 July 1, 1990 (the effective date of Public Act 86-991) ~~this~~  
3 ~~amendatory Act of 1989~~, the unit owner leasing the unit shall  
4 deliver a copy of the signed lease to the board or if the lease  
5 is oral, a memorandum of the lease, not later than the date of  
6 occupancy or 10 days after the lease is signed, whichever  
7 occurs first. In addition to any other remedies, by filing an  
8 action jointly against the tenant and the unit owner, an  
9 association may seek to enjoin a tenant from occupying a unit  
10 or seek to evict a tenant under the provisions of Article IX of  
11 the Code of Civil Procedure for failure of the lessor-owner to  
12 comply with the leasing requirements prescribed by this Section  
13 or by the declaration, bylaws, and rules and regulations. The  
14 board of managers may proceed directly against a tenant, at law  
15 or in equity, or under the provisions of Article IX of the Code  
16 of Civil Procedure, for any other breach by tenant of any  
17 covenants, rules, regulations or bylaws.

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

20           (p) That when 30% or fewer of the units, by number, possess  
21 over 50% in the aggregate of the votes in the association, any  
22 percentage vote of members specified herein or in the  
23 condominium instruments shall require the specified percentage  
24 by number of units rather than by percentage of interest in the  
25 common elements allocated to units that would otherwise be  
26 applicable and garage units or storage units, or both, shall

1 have, in total, no more votes than their aggregate percentage  
2 of ownership in the common elements; this shall mean that if  
3 garage units or storage units, or both, are to be given a vote,  
4 or portion of a vote, that the association must add the total  
5 number of votes cast of garage units, storage units, or both,  
6 and divide the total by the number of garage units, storage  
7 units, or both, and multiply by the aggregate percentage of  
8 ownership of garage units and storage units to determine the  
9 vote, or portion of a vote, that garage units or storage units,  
10 or both, have. For purposes of this subsection (p), when making  
11 a determination of whether 30% or fewer of the units, by  
12 number, possess over 50% in the aggregate of the votes in the  
13 association, a unit shall not include a garage unit or a  
14 storage unit.

15 (q) That a unit owner may not assign, delegate, transfer,  
16 surrender, or avoid the duties, responsibilities, and  
17 liabilities of a unit owner under this Act, the condominium  
18 instruments, or the rules and regulations of the Association;  
19 and that such an attempted assignment, delegation, transfer,  
20 surrender, or avoidance shall be deemed void.

21 The provisions of this Section are applicable to all  
22 condominium instruments recorded under this Act. Any portion of  
23 a condominium instrument which contains provisions contrary to  
24 these provisions shall be void as against public policy and  
25 ineffective. Any such instrument which fails to contain the  
26 provisions required by this Section shall be deemed to

1 incorporate such provisions by operation of law.

2 (Source: P.A. 98-1042, eff. 1-1-15; revised 10-19-15.)

3 (Text of Section after amendment by P.A. 99-472)

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

6 (a) (1) The election from among the unit owners of a board  
7 of managers, the number of persons constituting such board, ~~and~~  
8 ~~that the terms of at least one third of the members of the~~  
9 ~~board shall expire annually~~ and that all members of the board  
10 shall be elected at large; if. ~~If~~ there are multiple owners of  
11 a single unit, only one of the multiple owners shall be  
12 eligible to serve as a member of the board at any one time; ~~;~~

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

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

15 (4) the method of removal from office of members of the  
16 board;

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

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

24 (7) that the board of managers shall annually supply to all  
25 unit owners an itemized accounting of the common expenses for

1 the preceding year actually incurred or paid, together with an  
2 indication of which portions were for reserves, capital  
3 expenditures or repairs or payment of real estate taxes and  
4 with a tabulation of the amounts collected pursuant to the  
5 budget or assessment, and showing the net excess or deficit of  
6 income over expenditures plus reserves;

7 (8) (i) that each unit owner shall receive notice, in the  
8 same manner as is provided in this Act for membership meetings,  
9 of any meeting of the board of managers concerning the adoption  
10 of the proposed annual budget and regular assessments pursuant  
11 thereto or to adopt a separate (special) assessment, (ii) that  
12 except as provided in subsection (iv) below, if an adopted  
13 budget or any separate assessment adopted by the board would  
14 result in the sum of all regular and separate assessments  
15 payable in the current fiscal year exceeding 115% of the sum of  
16 all regular and separate assessments payable during the  
17 preceding fiscal year, the board of managers, upon written  
18 petition by unit owners with 20 percent of the votes of the  
19 association delivered to the board within 14 days of the board  
20 action, shall call a meeting of the unit owners within 30 days  
21 of the date of delivery of the petition to consider the budget  
22 or separate assessment; unless a majority of the total votes of  
23 the unit owners are cast at the meeting to reject the budget or  
24 separate assessment, it is ratified, (iii) that any common  
25 expense not set forth in the budget or any increase in  
26 assessments over the amount adopted in the budget shall be

1 separately assessed against all unit owners, (iv) that separate  
2 assessments for expenditures relating to emergencies or  
3 mandated by law may be adopted by the board of managers without  
4 being subject to unit owner approval or the provisions of item  
5 (ii) above or item (v) below. As used herein, "emergency" means  
6 an immediate danger to the structural integrity of the common  
7 elements or to the life, health, safety or property of the unit  
8 owners, (v) that assessments for additions and alterations to  
9 the common elements or to association-owned property not  
10 included in the adopted annual budget, shall be separately  
11 assessed and are subject to approval of two-thirds of the total  
12 votes of all unit owners, (vi) that the board of managers may  
13 adopt separate assessments payable over more than one fiscal  
14 year. With respect to multi-year assessments not governed by  
15 items (iv) and (v), the entire amount of the multi-year  
16 assessment shall be deemed considered and authorized in the  
17 first fiscal year in which the assessment is approved;

18 (9) (A) that every meeting of the board of managers shall be  
19 open to any unit owner, except for the portion of any meeting  
20 held to discuss or consider information relating to: (i)  
21 litigation when an action against or on behalf of the  
22 particular association has been filed and is pending in a court  
23 or administrative tribunal, or when the board of managers finds  
24 that such an action is probable or imminent, (ii) appointment,  
25 employment or dismissal of an employee, (iii) violations of  
26 rules and regulations of the association, or (iv) a unit

1 owner's unpaid share of common expenses; that any vote on these  
2 matters discussed or considered in closed session shall take  
3 place at a meeting of the board of managers or portion thereof  
4 open to any unit owner;

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

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

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

20 (E) that notice of every meeting of the board of managers  
21 shall be posted in entranceways, elevators, or other  
22 conspicuous places in the condominium at least 48 hours prior  
23 to the meeting of the board of managers except where there is  
24 no common entranceway for 7 or more units, the board of  
25 managers may designate one or more locations in the proximity  
26 of these units where the notices of meetings shall be posted;

1 that notice of every meeting of the board of managers shall  
2 also be given at least 48 hours prior to the meeting, or such  
3 longer notice as this Act may separately require, to: (i) each  
4 unit owner who has provided the association with written  
5 authorization to conduct business by acceptable technological  
6 means, and (ii) to the extent that the condominium instruments  
7 of an association require, to each other unit owner, as  
8 required by subsection (f) of Section 18.8, by mail or  
9 delivery, and that no other notice of a meeting of the board of  
10 managers need be given to any unit owner;

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

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

15 (12) the designation of an officer to mail and receive all  
16 notices and execute amendments to condominium instruments as  
17 provided for in this Act and in the condominium instruments;

18 (13) the method of filling vacancies on the board which  
19 shall include authority for the remaining members of the board  
20 to fill the vacancy by two-thirds vote until the next annual  
21 meeting of unit owners or for a period terminating no later  
22 than 30 days following the filing of a petition signed by unit  
23 owners holding 20% of the votes of the association requesting a  
24 meeting of the unit owners to fill the vacancy for the balance  
25 of the term, and that a meeting of the unit owners shall be  
26 called for purposes of filling a vacancy on the board no later

1 than 30 days following the filing of a petition signed by unit  
2 owners holding 20% of the votes of the association requesting  
3 such a meeting, and the method of filling vacancies among the  
4 officers that shall include the authority for the members of  
5 the board to fill the vacancy for the unexpired portion of the  
6 term;

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

9 (15) provisions concerning notice of board meetings to  
10 members of the board;

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

25 (17) that the board of managers may disseminate to unit  
26 owners biographical and background information about



1 candidates for election to the board if (i) reasonable efforts  
2 to identify all candidates are made and all candidates are  
3 given an opportunity to include biographical and background  
4 information in the information to be disseminated; and (ii) the  
5 board does not express a preference in favor of any candidate;

6 (18) any proxy distributed for board elections by the board  
7 of managers gives unit owners the opportunity to designate any  
8 person as the proxy holder, and gives the unit owner the  
9 opportunity to express a preference for any of the known  
10 candidates for the board or to write in a name;

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

13 (20) that the board of managers may establish and maintain  
14 a system of master metering of public utility services and  
15 collect payments in connection therewith, subject to the  
16 requirements of the Tenant Utility Payment Disclosure Act; and

17 (21) that the board may ratify and confirm actions of the  
18 members of the board taken in response to an emergency, as that  
19 term is defined in subdivision (a) (8) (iv) of this Section; that  
20 the board shall give notice to the unit owners of: (i) the  
21 occurrence of the emergency event within 7 business days after  
22 the emergency event, and (ii) the general description of the  
23 actions taken to address the event within 7 days after the  
24 emergency event.

25 The intent of the provisions of Public Act 99-472 ~~this~~  
26 ~~amendatory Act of the 99th General Assembly~~ adding this

1 paragraph (21) is to empower and support boards to act in  
2 emergencies.

3 (b)(1) What percentage of the unit owners, if other than  
4 20%, shall constitute a quorum provided that, for condominiums  
5 with 20 or more units, the percentage of unit owners  
6 constituting a quorum shall be 20% unless the unit owners  
7 holding a majority of the percentage interest in the  
8 association provide for a higher percentage, provided that in  
9 voting on amendments to the association's bylaws, a unit owner  
10 who is in arrears on the unit owner's regular or separate  
11 assessments for 60 days or more, shall not be counted for  
12 purposes of determining if a quorum is present, but that unit  
13 owner retains the right to vote on amendments to the  
14 association's bylaws;

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

17 (3) that the members shall hold an annual meeting, one of  
18 the purposes of which shall be to elect members of the board of  
19 managers;

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

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

23 (6) that written notice of any membership meeting shall be  
24 mailed or delivered giving members no less than 10 and no more  
25 than 30 days notice of the time, place and purpose of such  
26 meeting except that notice may be sent, to the extent the

1 condominium instruments or rules adopted thereunder expressly  
2 so provide, by electronic transmission consented to by the unit  
3 owner to whom the notice is given, provided the director and  
4 officer or his agent certifies in writing to the delivery by  
5 electronic transmission;

6 (7) that voting shall be on a percentage basis, and that  
7 the percentage vote to which each unit is entitled is the  
8 percentage interest of the undivided ownership of the common  
9 elements appurtenant thereto, provided that the bylaws may  
10 provide for approval by unit owners in connection with matters  
11 where the requisite approval on a percentage basis is not  
12 specified in this Act, on the basis of one vote per unit;

13 (8) that, where there is more than one owner of a unit, if  
14 only one of the multiple owners is present at a meeting of the  
15 association, he is entitled to cast all the votes allocated to  
16 that unit, if more than one of the multiple owners are present,  
17 the votes allocated to that unit may be cast only in accordance  
18 with the agreement of a majority in interest of the multiple  
19 owners, unless the declaration expressly provides otherwise,  
20 that there is majority agreement if any one of the multiple  
21 owners cast the votes allocated to that unit without protest  
22 being made promptly to the person presiding over the meeting by  
23 any of the other owners of the unit;

24 (9) (A) except as provided in subparagraph (B) of this  
25 paragraph (9) in connection with board elections, that a unit  
26 owner may vote by proxy executed in writing by the unit owner

1 or by his duly authorized attorney in fact; that the proxy must  
2 bear the date of execution and, unless the condominium  
3 instruments or the written proxy itself provide otherwise, is  
4 invalid after 11 months from the date of its execution; to the  
5 extent the condominium instruments or rules adopted thereunder  
6 expressly so provide, a vote or proxy may be submitted by  
7 electronic transmission, provided that any such electronic  
8 transmission shall either set forth or be submitted with  
9 information from which it can be determined that the electronic  
10 transmission was authorized by the unit owner or the unit  
11 owner's proxy;

12 (B) that if a rule adopted at least 120 days before a board  
13 election or the declaration or bylaws provide for balloting as  
14 set forth in this subsection, unit owners may not vote by proxy  
15 in board elections, but may vote only (i) by submitting an  
16 association-issued ballot in person at the election meeting or  
17 (ii) by submitting an association-issued ballot to the  
18 association or its designated agent by mail or other means of  
19 delivery specified in the declaration, bylaws, or rule; that  
20 the ballots shall be mailed or otherwise distributed to unit  
21 owners not less than 10 and not more than 30 days before the  
22 election meeting, and the board shall give unit owners not less  
23 than 21 days' prior written notice of the deadline for  
24 inclusion of a candidate's name on the ballots; that the  
25 deadline shall be no more than 7 days before the ballots are  
26 mailed or otherwise distributed to unit owners; that every such

1 ballot must include the names of all candidates who have given  
2 the board or its authorized agent timely written notice of  
3 their candidacy and must give the person casting the ballot the  
4 opportunity to cast votes for candidates whose names do not  
5 appear on the ballot; that a ballot received by the association  
6 or its designated agent after the close of voting shall not be  
7 counted; that a unit owner who submits a ballot by mail or  
8 other means of delivery specified in the declaration, bylaws,  
9 or rule may request and cast a ballot in person at the election  
10 meeting, and thereby void any ballot previously submitted by  
11 that unit owner;

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

1 include the names of all candidates who have given the board or  
2 its authorized agent timely written notice of their candidacy  
3 and must give the person voting through electronic or  
4 acceptable technological means the opportunity to cast votes  
5 for candidates whose names do not appear on the ballot; a unit  
6 owner who submits a vote using electronic or acceptable  
7 technological means may request and cast a ballot in person at  
8 the election meeting, thereby voiding any vote previously  
9 submitted by that unit owner;

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

19 (D) that votes cast by ballot under subparagraph (B) or  
20 electronic or acceptable technological means under  
21 subparagraph (B-5) of this paragraph (9) are valid for the  
22 purpose of establishing a quorum;

23 (10) that the association may, upon adoption of the  
24 appropriate rules by the board of managers, conduct elections  
25 by secret ballot whereby the voting ballot is marked only with  
26 the percentage interest for the unit and the vote itself,

1 provided that the board further adopt rules to verify the  
2 status of the unit owner issuing a proxy or casting a ballot;  
3 and further, that a candidate for election to the board of  
4 managers or such candidate's representative shall have the  
5 right to be present at the counting of ballots at such  
6 election;

7 (11) that in the event of a resale of a condominium unit  
8 the purchaser of a unit from a seller other than the developer  
9 pursuant to an installment contract for purchase shall during  
10 such times as he or she resides in the unit be counted toward a  
11 quorum for purposes of election of members of the board of  
12 managers at any meeting of the unit owners called for purposes  
13 of electing members of the board, shall have the right to vote  
14 for the election of members of the board of managers and to be  
15 elected to and serve on the board of managers unless the seller  
16 expressly retains in writing any or all of such rights. In no  
17 event may the seller and purchaser both be counted toward a  
18 quorum, be permitted to vote for a particular office or be  
19 elected and serve on the board. Satisfactory evidence of the  
20 installment contract ~~contact~~ shall be made available to the  
21 association or its agents. For purposes of this subsection,  
22 "installment contract" ~~contact~~ shall have the same meaning as  
23 set forth in Section 1 (e) of the Dwelling Unit Installment  
24 Contract Act ~~"An Act relating to installment contracts to sell~~  
25 ~~dwelling structures", approved August 11, 1967, as amended;~~

26 (12) the method by which matters subject to the approval of

1 unit owners set forth in this Act, or in the condominium  
2 instruments, will be submitted to the unit owners at special  
3 membership meetings called for such purposes; and

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

7 (i) merger or consolidation of the association;

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

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

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

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

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

24 (f) Maintenance, repair and replacement of the common  
25 elements and payments therefor, including the method of  
26 approving payment vouchers.



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

1 ~~reserve funds held by the management company for the~~  
2 ~~association shall not be subject to attachment by any creditor~~  
3 ~~of the management company.~~

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

20 ~~Until one year after the effective date of this amendatory~~  
21 ~~Act of 1985, if a condominium association has reserves plus~~  
22 ~~assessments in excess of \$250,000 and cannot reasonably obtain~~  
23 ~~100% fidelity bond coverage for such amount, then it must~~  
24 ~~obtain a fidelity bond coverage of \$250,000.~~

25 (h) Method of estimating the amount of the annual budget,  
26 and the manner of assessing and collecting from the unit owners

1 their respective shares of such estimated expenses, and of any  
2 other expenses lawfully agreed upon.

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

8 (j) Designation and removal of personnel necessary for the  
9 maintenance, repair and replacement of the common elements.

10 (k) Such restrictions on and requirements respecting the  
11 use and maintenance of the units and the use of the common  
12 elements, not set forth in the declaration, as are designed to  
13 prevent unreasonable interference with the use of their  
14 respective units and of the common elements by the several unit  
15 owners.

16 (l) Method of adopting and of amending administrative rules  
17 and regulations governing the operation and use of the common  
18 elements.

19 (m) The percentage of votes required to modify or amend the  
20 bylaws, but each one of the particulars set forth in this  
21 section shall always be embodied in the bylaws.

22 (n) (i) The provisions of this Act, the declaration, bylaws,  
23 other condominium instruments, and rules and regulations that  
24 relate to the use of the individual unit or the common elements  
25 shall be applicable to any person leasing a unit and shall be  
26 deemed to be incorporated in any lease executed or renewed on

1 or after August 30, 1984 (the effective date of Public Act  
2 83-1271) ~~this amendatory Act of 1984.~~

3 (ii) With regard to any lease entered into subsequent to  
4 July 1, 1990 (the effective date of Public Act 86-991) ~~this~~  
5 ~~amendatory Act of 1989~~, the unit owner leasing the unit shall  
6 deliver a copy of the signed lease to the board or if the lease  
7 is oral, a memorandum of the lease, not later than the date of  
8 occupancy or 10 days after the lease is signed, whichever  
9 occurs first. In addition to any other remedies, by filing an  
10 action jointly against the tenant and the unit owner, an  
11 association may seek to enjoin a tenant from occupying a unit  
12 or seek to evict a tenant under the provisions of Article IX of  
13 the Code of Civil Procedure for failure of the lessor-owner to  
14 comply with the leasing requirements prescribed by this Section  
15 or by the declaration, bylaws, and rules and regulations. The  
16 board of managers may proceed directly against a tenant, at law  
17 or in equity, or under the provisions of Article IX of the Code  
18 of Civil Procedure, for any other breach by tenant of any  
19 covenants, rules, regulations or bylaws.

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

22 (p) That when 30% or fewer of the units, by number, possess  
23 over 50% in the aggregate of the votes in the association, any  
24 percentage vote of members specified herein or in the  
25 condominium instruments shall require the specified percentage  
26 by number of units rather than by percentage of interest in the

1 common elements allocated to units that would otherwise be  
2 applicable and garage units or storage units, or both, shall  
3 have, in total, no more votes than their aggregate percentage  
4 of ownership in the common elements; this shall mean that if  
5 garage units or storage units, or both, are to be given a vote,  
6 or portion of a vote, that the association must add the total  
7 number of votes cast of garage units, storage units, or both,  
8 and divide the total by the number of garage units, storage  
9 units, or both, and multiply by the aggregate percentage of  
10 ownership of garage units and storage units to determine the  
11 vote, or portion of a vote, that garage units or storage units,  
12 or both, have. For purposes of this subsection (p), when making  
13 a determination of whether 30% or fewer of the units, by  
14 number, possess over 50% in the aggregate of the votes in the  
15 association, a unit shall not include a garage unit or a  
16 storage unit.

17 (q) That a unit owner may not assign, delegate, transfer,  
18 surrender, or avoid the duties, responsibilities, and  
19 liabilities of a unit owner under this Act, the condominium  
20 instruments, or the rules and regulations of the Association;  
21 and that such an attempted assignment, delegation, transfer,  
22 surrender, or avoidance shall be deemed void.

23 The provisions of this Section are applicable to all  
24 condominium instruments recorded under this Act. Any portion of  
25 a condominium instrument which contains provisions contrary to  
26 these provisions shall be void as against public policy and

1 ineffective. Any such instrument which fails to contain the  
2 provisions required by this Section shall be deemed to  
3 incorporate such provisions by operation of law.

4 (Source: P.A. 98-1042, eff. 1-1-15; 99-472, eff. 6-1-16;  
5 revised 10-19-15.)

6 (765 ILCS 605/18.4) (from Ch. 30, par. 318.4)

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

14 (a) To provide for the operation, care, upkeep,  
15 maintenance, replacement and improvement of the common  
16 elements. Nothing in this subsection (a) shall be deemed to  
17 invalidate any provision in a condominium instrument  
18 placing limits on expenditures for the common elements,  
19 provided, that such limits shall not be applicable to  
20 expenditures for repair, replacement, or restoration of  
21 existing portions of the common elements. The term "repair,  
22 replacement or restoration" means expenditures to  
23 deteriorated or damaged portions of the property related to  
24 the existing decorating, facilities, or structural or  
25 mechanical components, interior or exterior surfaces, or

1 energy systems and equipment with the functional  
2 equivalent of the original portions of such areas.  
3 Replacement of the common elements may result in an  
4 improvement over the original quality of such elements or  
5 facilities; provided that, unless the improvement is  
6 mandated by law or is an emergency as defined in item (iv)  
7 of subparagraph (8) of paragraph (a) of Section 18, if the  
8 improvement results in a proposed expenditure exceeding 5%  
9 of the annual budget, the board of managers, upon written  
10 petition by unit owners with 20% of the votes of the  
11 association delivered to the board within 14 days of the  
12 board action to approve the expenditure, shall call a  
13 meeting of the unit owners within 30 days of the date of  
14 delivery of the petition to consider the expenditure.  
15 Unless a majority of the total votes of the unit owners are  
16 cast at the meeting to reject the expenditure, it is  
17 ratified.

18 (b) To prepare, adopt and distribute the annual budget  
19 for the property.

20 (c) To levy and expend assessments.

21 (d) To collect assessments from unit owners.

22 (e) To provide for the employment and dismissal of the  
23 personnel necessary or advisable for the maintenance and  
24 operation of the common elements.

25 (f) To obtain adequate and appropriate kinds of  
26 insurance.

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

3           (h) To adopt and amend rules and regulations covering  
4 the details of the operation and use of the property, after  
5 a meeting of the unit owners called for the specific  
6 purpose of discussing the proposed rules and regulations.  
7 Notice of the meeting shall contain the full text of the  
8 proposed rules and regulations, and the meeting shall  
9 conform to the requirements of Section 18(b) of this Act,  
10 except that no quorum is required at the meeting of the  
11 unit owners unless the declaration, bylaws or other  
12 condominium instrument expressly provides to the contrary.  
13 However, no rule or regulation may impair any rights  
14 guaranteed by the First Amendment to the Constitution of  
15 the United States or Section 4 of Article I of the Illinois  
16 Constitution including, but not limited to, the free  
17 exercise of religion, nor may any rules or regulations  
18 conflict with the provisions of this Act or the condominium  
19 instruments. No rule or regulation shall prohibit any  
20 reasonable accommodation for religious practices,  
21 including the attachment of religiously mandated objects  
22 to the front-door area of a condominium unit.

23           (i) To keep detailed, accurate records of the receipts  
24 and expenditures affecting the use and operation of the  
25 property.

26           (j) To have access to each unit from time to time as



1           may be necessary for the maintenance, repair or replacement  
2           of any common elements or for making emergency repairs  
3           necessary to prevent damage to the common elements or to  
4           other units.

5           (k) To pay real property taxes, special assessments,  
6           and any other special taxes or charges of the State of  
7           Illinois or of any political subdivision thereof, or other  
8           lawful taxing or assessing body, which are authorized by  
9           law to be assessed and levied upon the real property of the  
10          condominium.

11          (l) To impose charges for late payment of a unit  
12          owner's proportionate share of the common expenses, or any  
13          other expenses lawfully agreed upon, and after notice and  
14          an opportunity to be heard, to levy reasonable fines for  
15          violation of the declaration, by-laws, and rules and  
16          regulations of the association.

17          (m) By ~~Unless the condominium instruments expressly~~  
18          ~~provide to the contrary, by~~ a majority vote of the entire  
19          board of managers, to assign the right of the association  
20          to future income from common expenses or other sources, and  
21          to mortgage or pledge substantially all of the remaining  
22          assets of the association.

23          (n) To record the dedication of a portion of the common  
24          elements to a public body for use as, or in connection  
25          with, a street or utility where authorized by the unit  
26          owners under the provisions of Section 14.2.

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

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

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

25          (r) To accept service of a notice of claim for purposes  
26          of the Mechanics Lien Act on behalf of each respective

1 member of the Unit Owners' Association with respect to  
2 improvements performed pursuant to any contract entered  
3 into by the Board of Managers or any contract entered into  
4 prior to the recording of the condominium declaration  
5 pursuant to this Act, for a property containing more than 8  
6 units, and to distribute the notice to the unit owners  
7 within 7 days of the acceptance of the service by the Board  
8 of Managers. The service shall be effective as if each  
9 individual unit owner had been served individually with  
10 notice.

11 (s) To adopt and amend rules and regulations (1)  
12 authorizing electronic delivery of notices and other  
13 communications required or contemplated by this Act to each  
14 unit owner who provides the association with written  
15 authorization for electronic delivery and an electronic  
16 address to which such communications are to be  
17 electronically transmitted; and (2) authorizing each unit  
18 owner to designate an electronic address or a U.S. Postal  
19 Service address, or both, as the unit owner's address on  
20 any list of members or unit owners which an association is  
21 required to provide upon request pursuant to any provision  
22 of this Act or any condominium instrument.

23 In the performance of their duties, the officers and  
24 members of the board, whether appointed by the developer or  
25 elected by the unit owners, shall exercise the care required of  
26 a fiduciary of the unit owners.

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

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

12       (Source: P.A. 98-735, eff. 1-1-15; 99-143, eff. 7-27-15.)

13           (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

14           Sec. 18.5. Master Associations.

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

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

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

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

6 (c) Meetings and finances.

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

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

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

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

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

10           (B) to consider information regarding appointment,  
11 employment or dismissal of an employee, or

12           (C) to discuss violations of rules and regulations  
13 of the master association or unpaid common expenses  
14 owed to the master association.

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

18 Any unit owner may record the proceedings at meetings  
19 required to be open by this Act by tape, film or other  
20 means; the board may prescribe reasonable rules and  
21 regulations to govern the right to make such recordings.  
22 Notice of meetings shall be mailed or delivered at least 48  
23 hours prior thereto, unless a written waiver of such notice  
24 is signed by the persons entitled to notice before the  
25 meeting is convened. Copies of notices of meetings of the  
26 board of the master association shall be posted in

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

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

1 subsection (e) of Section 1 of the Dwelling Unit  
2 Installment Contract Act.

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

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

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



1 Association.

2 (d) Records.

3 (1) The board of the master association shall keep and  
4 maintain the following records, or true and complete copies  
5 of the records, at the association's principal office ~~of~~  
6 ~~the association and make them available for examination and~~  
7 ~~copying at convenient hours of weekdays by any unit owners~~  
8 ~~in a condominium subject to the authority of the board or~~  
9 ~~their mortgagees and their duly authorized agents or~~  
10 ~~attorneys:~~

11 (i) the association's declaration, bylaws, and  
12 plats of survey, and all amendments of the  
13 association's declaration, bylaws, and plats of  
14 survey;

15 (ii) the rules and regulations of the association,  
16 if any;

17 (iii) if the association is incorporated as a  
18 corporation, the articles of incorporation of the  
19 association and all amendments to the articles of  
20 incorporation;

21 (iv) minutes of all meetings of the association and  
22 its board of managers for the immediately preceding 7  
23 years;

24 (v) all current policies of insurance of the  
25 association;

26 (vi) all contracts, leases, and other agreements

1           then in effect to which the association is a party or  
2           under which the association or the unit owners have  
3           obligations or liabilities;

4           (vii) a current listing of the names, addresses,  
5           and weighted vote of all members entitled to vote;

6           (viii) ballots and proxies related to ballots for  
7           all matters voted on by the members of the association  
8           during the immediately preceding 12 months, including,  
9           but not limited to, the election of members of the  
10           board of managers; and

11           (ix) the books and records of account for the  
12           association's current and 10 immediately preceding  
13           fiscal years, including, but not limited to, itemized  
14           and detailed records of all receipts and expenditures.

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

20           (2) Any member of an association has the right to  
21           inspect, examine, and make copies of the records described  
22           in subdivisions (i), (ii), (iii), (iv), and (v) of  
23           paragraph (1) of this subsection, in person or by agent, at  
24           any reasonable time or times, at the association's  
25           principal office. In order to exercise this right, a member  
26           must submit a written request to the association's board of

1 directors or its authorized agent, stating with  
2 particularity the records sought. Failure of an  
3 association's board of directors to make available all  
4 requested records within 30 days of receipt of the member's  
5 written request shall be deemed a denial.

6 Any member who prevails in an enforcement action to  
7 compel examination of records described in subdivisions  
8 (i), (ii), (iii), (iv), and (v) of paragraph (1) of this  
9 subsection is entitled to recover reasonable attorney's  
10 fees and costs from the association.

11 (3) Except as otherwise provided in this subsection,  
12 any member of an association has the right to inspect,  
13 examine, and make copies of the records described in  
14 subdivisions (vi), (vii), (viii), and (ix) of paragraph (1)  
15 of this subsection, in person or by agent, at any  
16 reasonable time or times but only for a proper purpose, at  
17 the association's principal office. In order to exercise  
18 this right, a member must submit a written request to the  
19 association's board of directors or its authorized agent,  
20 stating with particularity the records sought and a proper  
21 purpose for the request. Subject to the provisions of  
22 paragraph (5) of this subsection, failure of an  
23 association's board of directors to make available all  
24 requested records within 30 business days of receipt of the  
25 member's written request shall be deemed a denial; however,  
26 the board of directors of an association that has adopted a

1 secret ballot election process shall not be deemed to have  
2 denied a member's request for records described in  
3 subdivision (viii) of paragraph (1) of this subsection if  
4 voting ballots, without identifying unit numbers, are made  
5 available to the requesting member within 30 days of  
6 receipt of the member's written request.

7 In an action to compel examination of records described  
8 in subdivisions (vi), (vii), (viii), and (ix) of paragraph  
9 (1) of this subsection, the burden of proof is upon the  
10 member to establish that the member's request is based on a  
11 proper purpose. Any member who prevails in an enforcement  
12 action to compel examination of records described in  
13 subdivisions (vi), (vii), (viii), and (ix) of paragraph (1)  
14 of this subsection is entitled to recover reasonable  
15 attorney's fees and costs from the association only if the  
16 court finds that the board of directors acted in bad faith  
17 in denying the member's request.

18 (4) The actual cost to the association of retrieving  
19 and making requested records available for inspection and  
20 examination under this Section shall be charged by the  
21 association to the requesting member. If a member requests  
22 copies of records under this Section, the actual costs to  
23 the association of reproducing the records shall also be  
24 charged by the association to the requesting member.

25 (5) Notwithstanding the other provisions of this  
26 subsection, unless otherwise directed by court order, an

1       association need not make the following records available  
2       for inspection, examination, or copying by its members:

3               (i) documents relating to appointment, employment,  
4               discipline, or dismissal of association employees;

5               (ii) documents relating to actions pending against  
6               or on behalf of the association or its board of  
7               managers in a court or administrative tribunal;

8               (iii) documents relating to actions threatened  
9               against, or likely to be asserted on behalf of, the  
10              association or its board of directors in a court or  
11              administrative tribunal;

12              (iv) documents relating to common expenses or  
13              other charges owed by a member other than the  
14              requesting member; and

15              (v) documents provided to an association in  
16              connection with the lease, sale, or other transfer of a  
17              unit by a member other than the requesting member.

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

1 ~~examination and copying.~~

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

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

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

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

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

1           ~~(2) Where a request for records under this subsection~~  
2           ~~is made in writing to the board of managers or its agent,~~  
3           ~~failure to provide the requested record or to respond~~  
4           ~~within 30 days shall be deemed a denial by the board of~~  
5           ~~directors.~~

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

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

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

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

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

1 the declaration or other duly recorded covenant shall be  
2 held and performed by the developer.

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

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



1 condominium board of managers entitled to vote at an  
2 election for members of the board of directors.

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

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

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

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

26 (iv) A schedule of all real or personal property,

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

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

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

1           to recover its reasonable attorneys' fees and costs  
2           incurred from and after the date of expiration of the  
3           10 day demand.

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

1 terminate such contracts, leases or other agreements.  
2 During the 90 day period the other party to the contract,  
3 lease, or other agreement shall also have the right of  
4 cancellation.

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

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

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

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

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

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

26 (5) A copy of the statement of financial condition of

1 the association for the last fiscal year for which such a  
2 statement is available.

3 (6) A statement of the status of any pending suits or  
4 judgments in which the association is a party that may have  
5 a material adverse impact on the association's financial  
6 condition.

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

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

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

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

22 Within 15 days of the recording of a mortgage or trust deed  
23 against a unit ownership given by the owner of that unit to  
24 secure a debt, the owner shall inform the board of the master  
25 association of the identity of the lender, together with a  
26 mailing address at which the lender can receive notices from

1 the association. If a unit owner fails or refuses to inform the  
2 board as required under this subsection, then that unit owner  
3 is liable to the association for all costs, expenses, and  
4 reasonable attorney's fees and other damages, if any, incurred  
5 by the association as a result of the failure or refusal.

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

1 court costs required by this subsection (g-1).

2 (h) Errors and omissions.

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

14 (2) If, through a scrivener's error, a unit has not  
15 been designated as owning an appropriate undivided share of  
16 the common areas or does not bear an appropriate share of  
17 the common expenses, or if all of the common expenses or  
18 all of the common elements in the condominium have not been  
19 distributed in the declaration, so that the sum total of  
20 the shares of common areas which have been distributed or  
21 the sum total of the shares of the common expenses fail to  
22 equal 100%, or if it appears that more than 100% of the  
23 common elements or common expenses have been distributed,  
24 the error may be corrected by operation of law by filing an  
25 amendment to the declaration, approved by vote of  
26 two-thirds of the members of the board of directors or a

1 majority vote of the unit owners at a meeting called for  
2 that purpose, which proportionately adjusts all percentage  
3 interests so that the total is equal to 100%, unless the  
4 declaration specifically provides for a different  
5 procedure or different percentage vote by the owners of the  
6 units and the owners of mortgages thereon affected by  
7 modification being made in the undivided interest in the  
8 common areas, the number of votes in the unit owners  
9 association or the liability for common expenses  
10 appertaining to the unit.

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



1 common interest community association resolution to  
2 consider the board action. Unless a majority of the votes  
3 of the unit owners of the association are cast at the  
4 meeting to reject the action, or board of managers or board  
5 of directors of condominium and common interest community  
6 associations which select over 50% of the members of the  
7 board of the master association adopt resolutions prior to  
8 the meeting rejecting the action of the board of directors  
9 of the master association, it is ratified whether or not a  
10 quorum is present.

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

22 (5) If there is an omission or error in the declaration  
23 or other instruments that may not be corrected by an  
24 amendment procedure set forth in subdivision (h)(1) or  
25 (h)(2) of this Section, then the circuit court in the  
26 county in which the master association is located shall

1 have jurisdiction to hear a petition of one or more of the  
2 unit owners thereon or of the association, to correct the  
3 error or omission, and the action may be a class action.  
4 The court may require that one or more methods of  
5 correcting the error or omission be submitted to the unit  
6 owners to determine the most acceptable correction. All  
7 unit owners in the association must be joined as parties to  
8 the action. Service of process on owners may be by  
9 publication, but the plaintiff shall furnish all unit  
10 owners not personally served with process with copies of  
11 the petition and final judgment of the court by certified  
12 mail, return receipt requested, at their last known  
13 address.

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

25 (i) The provisions of subsections (c) through (h) are  
26 applicable to all declarations, other condominium instruments,

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

13 (j) (Blank).

14 (Source: P.A. 96-1045, eff. 7-14-10; 97-535, eff. 1-1-12;  
15 97-605, eff. 8-26-11; 97-813, eff. 7-13-12.)

16 (765 ILCS 605/18.6)

17 Sec. 18.6. Display of American flag or military flag.

18 (a) Notwithstanding any provision in the declaration,  
19 bylaws, rules, regulations, or agreements or other instruments  
20 of a condominium association or a master association ~~or a~~  
21 ~~common interest community association~~ or a board's  
22 construction of any of those instruments, a board may not  
23 prohibit the display of the American flag or a military flag,  
24 or both, on or within the limited common areas and facilities  
25 of a unit owner or on the immediately adjacent exterior of the

1 building in which the unit of a unit owner is located. A board  
2 may adopt reasonable rules and regulations, consistent with  
3 Sections 4 through 10 of Chapter 1 of Title 4 of the United  
4 States Code, regarding the placement and manner of display of  
5 the American flag and a board may adopt reasonable rules and  
6 regulations regarding the placement and manner of display of a  
7 military flag. A board may not prohibit the installation of a  
8 flagpole for the display of the American flag or a military  
9 flag, or both, on or within the limited common areas and  
10 facilities of a unit owner or on the immediately adjacent  
11 exterior of the building in which the unit of a unit owner is  
12 located, but a board may adopt reasonable rules and regulations  
13 regarding the location and size of flagpoles.

14 (b) As used in this Section:

15 "American flag" means the flag of the United States (as  
16 defined in Section 1 of Chapter 1 of Title 4 of the United  
17 States Code and the Executive Orders entered in connection with  
18 that Section) made of fabric, cloth, or paper displayed from a  
19 staff or flagpole or in a window, but "American flag" does not  
20 include a depiction or emblem of the American flag made of  
21 lights, paint, roofing, siding, paving materials, flora, or  
22 balloons, or any other similar building, landscaping, or  
23 decorative component.

24 "Board" includes a board of managers of a condominium  
25 association or a board of directors of a master association ~~or~~  
26 ~~a common interest community association.~~

1 "Military flag" means a flag of any branch of the United  
2 States armed forces or the Illinois National Guard made of  
3 fabric, cloth, or paper displayed from a staff or flagpole or  
4 in a window, but "military flag" does not include a depiction  
5 or emblem of a military flag made of lights, paint, roofing,  
6 siding, paving materials, flora, or balloons, or any other  
7 similar building, landscaping, or decorative component.

8 (Source: P.A. 93-481, eff. 1-1-04.)

9 (765 ILCS 605/18.7)

10 Sec. 18.7. Standards for community association managers.

11 (a) "Community association" has the meaning provided in  
12 Section 10 of the Community Association Manager Licensing and  
13 Disciplinary Act ~~means an association in which membership is a~~  
14 ~~condition of ownership or shareholder interest of a unit in a~~  
15 ~~condominium, cooperative, townhouse, villa, or other~~  
16 ~~residential unit that is part of a residential development plan~~  
17 ~~as a master association or common interest community and that~~  
18 ~~is authorized to impose an assessment and other costs that may~~  
19 ~~become a lien on the unit or lot.~~

20 (b) "Community association manager" has the meaning  
21 provided in Section 10 of the Community Association Manager  
22 Licensing and Disciplinary Act ~~means an individual who~~  
23 ~~administers for compensation the coordination of financial,~~  
24 ~~administrative, maintenance, or other duties called for in the~~  
25 ~~management contract, including individuals who are direct~~

1 ~~employees of a community association. A manager does not~~  
2 ~~include support staff, such as bookkeepers, administrative~~  
3 ~~assistants, secretaries, property inspectors, or customer~~  
4 ~~service representatives.~~

5 (c) (Blank). ~~Requirements. To perform services as a~~  
6 ~~community association manager, an individual must meet these~~  
7 ~~requirements:~~

8 ~~(1) shall have attained the age of 21 and be a citizen~~  
9 ~~or legal permanent resident of the United States;~~

10 ~~(2) shall not have been convicted of forgery,~~  
11 ~~embezzlement, obtaining money under false pretenses,~~  
12 ~~larceny, extortion, conspiracy to defraud or other similar~~  
13 ~~offense or offenses;~~

14 ~~(3) shall have a working knowledge of the fundamentals~~  
15 ~~of community association management, including the~~  
16 ~~Condominium Property Act, the Illinois Not for Profit~~  
17 ~~Corporation Act, and any other laws pertaining to community~~  
18 ~~association management; and~~

19 ~~(4) shall not have engaged in the following activities:~~  
20 ~~failure to cooperate with any law enforcement agency in the~~  
21 ~~investigation of a complaint; or failure to produce any~~  
22 ~~document, book, or record in the possession or control of~~  
23 ~~the community association manager after a request for~~  
24 ~~production of that document, book, or record in the course~~  
25 ~~of an investigation of a complaint.~~

26 (d) (Blank). ~~Access to community association funds. For~~

1 ~~community associations of 6 or more units, apartments,~~  
2 ~~townhomes, villas or other residential units, a community~~  
3 ~~association manager or the firm with whom the manager is~~  
4 ~~employed shall not solely and exclusively have access to and~~  
5 ~~disburse funds of a community association unless:~~

6 ~~(1) There is a fidelity bond in place.~~

7 ~~(2) The fidelity bond is in an amount not less than all~~  
8 ~~monies of that association in the custody or control of the~~  
9 ~~community association manager.~~

10 ~~(3) The fidelity bond covers the community association~~  
11 ~~manager and all partners, officers, and employees of the~~  
12 ~~firm with whom the community association manager is~~  
13 ~~employed during the term of the bond, as well as the~~  
14 ~~community association officers, directors, and employees~~  
15 ~~of the community association who control or disburse funds.~~

16 ~~(4) The insurance company issuing the bond may not~~  
17 ~~cancel or refuse to renew the bond without giving not less~~  
18 ~~than 10 days' prior written notice to the community~~  
19 ~~association.~~

20 ~~(5) The community association shall secure and pay for~~  
21 ~~the bond.~~

22 (e) A community association manager who provides community  
23 association management services for more than one community  
24 association shall maintain separate, segregated accounts for  
25 each community association. The funds shall not, in any event,  
26 be commingled with funds of the community association manager,

1 the firm of the community association manager, or any other  
2 community association, except to the extent permitted under  
3 paragraph (5) of subsection (c) of Section 9 of this Act. The  
4 maintenance of these accounts shall be custodial, and the  
5 accounts shall be in the name of the respective community  
6 association.

7 (f) Exempt persons. Except as otherwise provided, this  
8 Section does not apply to any person acting as a receiver,  
9 trustee in bankruptcy, administrator, executor, or guardian  
10 acting under a court order or under the authority of a will or  
11 of a trust instrument.

12 (g) Right of Action.

13 (1) Nothing in this Section ~~amendatory Act of the 95th~~  
14 ~~General Assembly~~ shall create a cause of action by a unit  
15 owner, shareholder, or community association member  
16 against a community association manager or ~~the firm of a~~  
17 community association management firm as defined in  
18 Section 10 of the Community Association Manager Licensing  
19 and Disciplinary Act ~~manager.~~

20 (2) This Section ~~amendatory Act of the 95th General~~  
21 ~~Assembly~~ shall not impair any right of action by a unit  
22 owner, condominium association, or master association ~~or~~  
23 ~~shareholder against a community association~~ board of  
24 directors under existing law.

25 (Source: P.A. 95-318, eff. 1-1-08.)



1 (765 ILCS 605/22.1) (from Ch. 30, par. 322.1)

2 Sec. 22.1. (a) In the event of any resale of a condominium  
3 unit by a unit owner other than the developer such owner shall  
4 obtain from the Board of Managers and shall make available for  
5 inspection to the prospective purchaser, upon demand, the  
6 following:

7 (1) A copy of the Declaration, by-laws, other  
8 condominium instruments and any rules and regulations.

9 (2) A statement of any liens, including a statement of  
10 the account of the unit setting forth the amounts of unpaid  
11 assessments and other charges due and owing as authorized  
12 and limited by the provisions of Section 9 of this Act or  
13 the condominium instruments.

14 (3) A statement of any capital expenditures  
15 anticipated by the unit owner's association within the  
16 current or succeeding two fiscal years.

17 (4) A statement of the status and amount of any reserve  
18 for replacement fund and any portion of such fund earmarked  
19 for any specified project by the Board of Managers.

20 (5) A copy of the statement of financial condition of  
21 the unit owner's association for the last fiscal year for  
22 which such statement is available.

23 (6) A statement of the status of any pending suits or  
24 judgments in which the unit owner's association is a party  
25 that may have a material adverse impact on the financial  
26 condition of the association.

1           (7) A statement setting forth what insurance coverage  
2           is provided for all unit owners by the unit owner's  
3           association.

4           (8) A statement that any known improvements or  
5           alterations made to the unit, or the limited common  
6           elements assigned thereto, by the prior unit owner are in  
7           good faith believed to be in compliance with the  
8           condominium instruments.

9           (9) The identity and mailing address of the principal  
10          officer of the unit owner's association or of the other  
11          officer or agent as is specifically designated to receive  
12          notices.

13          (b) The principal officer of the unit owner's association  
14          or such other officer, manager, or agent as is specifically  
15          designated shall furnish the above information when requested  
16          to do so in writing and within 30 days of the request.

17          (c) Within 15 days of the recording of a mortgage or trust  
18          deed against a unit ownership given by the owner of that unit  
19          to secure a debt, the owner shall inform the Board of Managers  
20          of the unit owner's association of the identity of the lender  
21          together with a mailing address at which the lender can receive  
22          notices from the association. If a unit owner fails or refuses  
23          to inform the Board as required under subsection (c) then that  
24          unit owner shall be liable to the association for all costs,  
25          expenses and reasonable attorneys fees and such other damages,  
26          if any, incurred by the association as a result of such failure

1 or refusal.

2 A reasonable fee covering the direct out-of-pocket cost of  
3 providing such information and copying may be charged by the  
4 association or its Board of Managers to the unit seller for  
5 providing such information.

6 (Source: P.A. 87-692.)

7 (765 ILCS 605/27) (from Ch. 30, par. 327)

8 (Text of Section before amendment by P.A. 99-472)

9 Sec. 27. (a) If there is any unit owner other than the  
10 developer, and unless otherwise provided in this Act, the  
11 condominium instruments shall be amended only as follows:

12 (i) upon the affirmative vote of 2/3 of those voting or  
13 upon the majority specified by the condominium  
14 instruments, provided that in no event shall the  
15 condominium instruments require more than a three-quarters  
16 vote of all unit owners; and

17 (ii) with the approval of any mortgagees required under  
18 the provisions of the condominium instruments.

19 (b) (1) If there is an omission or error in the declaration,  
20 bylaws or other condominium instrument, the association may  
21 correct the error or omission by an amendment to the  
22 declaration, bylaws, or other condominium instrument in such  
23 respects as may be required to conform to this Act, and any  
24 other applicable statute or to the declaration by vote of  
25 two-thirds of the members of the Board of Managers or by a

1 majority vote of the unit owners at a meeting called for this  
2 purpose, unless the Act or the condominium instruments  
3 specifically provide for greater percentages or different  
4 procedures.

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

26 (3) If an omission or error or a scrivener's error in the

1 declaration, bylaws or other condominium instrument is  
2 corrected by vote of two-thirds of the members of the Board of  
3 Managers pursuant to the authority established in subsections  
4 (b) (1) or (b) (2) of Section 27 of this Act, the Board upon  
5 written petition by unit owners with 20 percent of the votes of  
6 the association filed within 30 days of the Board action shall  
7 call a meeting of the unit owners within 30 days of the filing  
8 of the petition to consider the Board action. Unless a majority  
9 of the votes of the unit owners of the association are cast at  
10 the meeting to reject the action, it is ratified whether or not  
11 a quorum is present.

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

22 (5) If there is an omission or error in the declaration,  
23 bylaws, or other condominium instruments, which may not be  
24 corrected by an amendment procedure set forth in paragraphs (1)  
25 and (2) of subsection (b) of Section 27 in the declaration then  
26 the Circuit Court in the County in which the condominium is

1 located shall have jurisdiction to hear a petition of one or  
2 more of the unit owners thereon or of the association, to  
3 correct the error or omission, and the action may be a class  
4 action. The court may require that one or more methods of  
5 correcting the error or omission be submitted to the unit  
6 owners to determine the most acceptable correction. All unit  
7 owners in the association must be joined as parties to the  
8 action. Service of process on owners may be by publication, but  
9 the plaintiff shall furnish all unit owners not personally  
10 served with process with copies of the petition and final  
11 judgment of the court by certified mail return receipt  
12 requested, at their last known address.

13 (6) Nothing contained in this Section shall be construed to  
14 invalidate any provision of a condominium instrument  
15 authorizing the developer to amend a condominium instrument  
16 prior to the latest date on which the initial membership  
17 meeting of the unit owners must be held, whether or nor it has  
18 actually been held, to bring the instrument into compliance  
19 with the legal requirements of the Federal National Mortgage  
20 Association, the Federal Home Loan Mortgage Corporation, the  
21 Federal Housing Administration, the United States Veterans  
22 Administration or their respective successors and assigns.

23 (7) Notwithstanding anything in the condominium  
24 instruments or this Act regarding notice or approval of  
25 lienholders, the association may amend its condominium  
26 instruments in such respects as may be required to bring the

1 instruments into compliance with the legal requirements of the  
2 Federal National Mortgage Association, the Federal Home Loan  
3 Mortgage Corporation, the Federal Housing Administration, the  
4 United States Veterans Administration, or their respective  
5 successors and assigns, by vote of two-thirds of the members of  
6 the board of managers. If the condominium instruments are  
7 amended by vote of two-thirds of the members of the board, the  
8 board, upon written petition by unit owners with 20% of the  
9 votes of the association filed within 30 days of the board  
10 action shall call a meeting of the unit owners within 30 days  
11 of the filing of the petition to consider the board action.  
12 Unless a majority of the votes of the unit owners of the  
13 association are cast at the meeting to reject the action, it is  
14 ratified, regardless of whether a quorum is present.  
15 Notwithstanding the authority of the board to amend the  
16 condominium instruments pursuant to this Section, the board has  
17 no authority to amend the condominium instruments in such  
18 respects as may have or cause a material adverse impact on any  
19 unit owner's rights of ownership, use, and occupancy of his or  
20 her unit.

21 (Source: P.A. 98-282, eff. 1-1-14.)

22 (Text of Section after amendment by P.A. 99-472)

23 Sec. 27. Amendments.

24 (a) If there is any unit owner other than the developer,  
25 and unless otherwise provided in this Act, the condominium

1 instruments shall be amended only as follows:

2 (i) upon the affirmative vote of 2/3 of those voting or  
3 upon the majority specified by the condominium  
4 instruments, provided that in no event shall the  
5 condominium instruments require more than a three-quarters  
6 vote of all unit owners; and

7 (ii) with the approval of, or notice to, any mortgagees  
8 or other lienholders of record, if required under the  
9 provisions of the condominium instruments.

10 (b) (1) If there is an omission, error, or inconsistency in  
11 a condominium instrument, such that a provision of a  
12 condominium instrument does not conform to this Act or to  
13 another applicable statute, the association may correct the  
14 omission, error, or inconsistency to conform the condominium  
15 instrument to this Act or to another applicable statute by an  
16 amendment adopted by vote of two-thirds of the Board of  
17 Managers, without a unit owner vote. A provision in a  
18 condominium instrument requiring or allowing unit owners,  
19 mortgagees, or other lienholders of record to vote to approve  
20 an amendment to a condominium instrument, or for the mortgagees  
21 or other lienholders of record to be given notice of an  
22 amendment to a condominium instrument, is not applicable to an  
23 amendment to the extent that the amendment corrects an  
24 omission, error, or inconsistency to conform the condominium  
25 instrument to this Act or to another applicable statute.

26 (2) If through a scrivener's error, a unit has not been



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

21 (3) If an omission or error or a scrivener's error in the  
22 declaration, bylaws or other condominium instrument is  
23 corrected by vote of two-thirds of the members of the Board of  
24 Managers pursuant to the authority established in subsections  
25 (b) (1) or (b) (2) of Section 27 of this Act, the Board upon  
26 written petition by unit owners with 20 percent of the votes of

1 the association filed within 30 days of the Board action shall  
2 call a meeting of the unit owners within 30 days of the filing  
3 of the petition to consider the Board action. Unless a majority  
4 of the votes of the unit owners of the association are cast at  
5 the meeting to reject the action, it is ratified whether or not  
6 a quorum is present.

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

17 (5) If there is an omission or error in the declaration,  
18 bylaws, or other condominium instruments, which may not be  
19 corrected by an amendment procedure set forth in paragraphs (1)  
20 and (2) of subsection (b) of Section 27 in the declaration then  
21 the Circuit Court in the County in which the condominium is  
22 located shall have jurisdiction to hear a petition of one or  
23 more of the unit owners thereon or of the association, to  
24 correct the error or omission, and the action may be a class  
25 action. 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 unit  
2 owners in the association must be joined as parties to the  
3 action. Service of process on owners may be by publication, but  
4 the plaintiff shall furnish all unit owners not personally  
5 served with process with copies of the petition and final  
6 judgment of the court by certified mail return receipt  
7 requested, at their last known address.

8 (6) Nothing contained in this Section shall be construed to  
9 invalidate any provision of a condominium instrument  
10 authorizing the developer to amend a condominium instrument  
11 prior to the latest date on which the initial membership  
12 meeting of the unit owners must be held, whether or nor it has  
13 actually been held, to bring the instrument into compliance  
14 with the legal requirements of the Federal National Mortgage  
15 Association, the Federal Home Loan Mortgage Corporation, the  
16 Federal Housing Administration, the United States Veterans  
17 Administration or their respective successors and assigns.

18 (7) Notwithstanding anything in the condominium  
19 instruments or this Act regarding notice or approval of  
20 lienholders, the association may amend its condominium  
21 instruments in such respects as may be required to bring the  
22 instruments into compliance with the legal requirements of the  
23 Federal National Mortgage Association, the Federal Home Loan  
24 Mortgage Corporation, the Federal Housing Administration, the  
25 United States Veterans Administration, or their respective  
26 successors and assigns, by vote of two-thirds of the members of

1 the board of managers. If the condominium instruments are  
2 amended by vote of two-thirds of the members of the board, the  
3 board, upon written petition by unit owners with 20% of the  
4 votes of the association filed within 30 days of the board  
5 action shall call a meeting of the unit owners within 30 days  
6 of the filing of the petition to consider the board action.  
7 Unless a majority of the votes of the unit owners of the  
8 association are cast at the meeting to reject the action, it is  
9 ratified, regardless of whether a quorum is present.  
10 Notwithstanding the authority of the board to amend the  
11 condominium instruments pursuant to this Section, the board has  
12 no authority to amend the condominium instruments in such  
13 respects as may have or cause a material adverse impact on any  
14 unit owner's rights of ownership, use, and occupancy of his or  
15 her unit.

16 (Source: P.A. 98-282, eff. 1-1-14; 99-472, eff. 6-1-16.)

17 Section 95. No acceleration or delay. Where this Act makes  
18 changes in a statute that is represented in this Act by text  
19 that is not yet or no longer in effect (for example, a Section  
20 represented by multiple versions), the use of that text does  
21 not accelerate or delay the taking effect of (i) the changes  
22 made by this Act or (ii) provisions derived from any other  
23 Public Act.

24 Section 99. Effective date. This Act takes effect upon

1 becoming law.".