

1 AN ACT concerning civil law.

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

4 Section 5. The Common Interest Community Association Act is
5 amended by changing Section 1-40 as follows:

6 (765 ILCS 160/1-40)

7 Sec. 1-40. Meetings.

8 (a) Notice of any membership meeting shall be given
9 detailing the time, place, and purpose of such meeting no less
10 than 10 and no more than 30 days prior to the meeting through a
11 prescribed delivery method.

12 (b) Meetings.

13 (1) Twenty percent of the membership shall constitute a
14 quorum, unless the community instruments indicate a lesser
15 amount.

16 (2) The membership shall hold an annual meeting. The
17 board of directors may be elected at the annual meeting.

18 (3) Special meetings of the board may be called by the
19 president, by 25% of the members of the board, or by any
20 other method that is prescribed in the community
21 instruments. Special meetings of the membership may be
22 called by the president, the board, 20% of the membership,
23 or any other method that is prescribed in the community

1 instruments.

2 (4) Except to the extent otherwise provided by this
3 Act, the board shall give the members notice of all board
4 meetings at least 48 hours prior to the meeting by sending
5 notice by using a prescribed delivery method or by posting
6 copies of notices of meetings in entranceways, elevators,
7 or other conspicuous places in the common areas of the
8 common interest community at least 48 hours prior to the
9 meeting except where there is no common entranceway for 7
10 or more units, the board may designate one or more
11 locations in the proximity of these units where the notices
12 of meetings shall be posted. The board shall give members
13 notice of any board meeting, through a prescribed delivery
14 method, concerning the adoption of (i) the proposed annual
15 budget, (ii) regular assessments, or (iii) a separate or
16 special assessment within 10 to 60 days prior to the
17 meeting, unless otherwise provided in Section 1-45 (a) or
18 any other provision of this Act.

19 (5) Meetings of the board shall be open to any unit
20 owner, except that the board may close any portion of a
21 noticed meeting or meet separately from a noticed meeting:
22 ~~for the portion of any meeting held~~ (i) to discuss
23 litigation when an action against or on behalf of the
24 particular association has been filed and is pending in a
25 court or administrative tribunal, or when the common
26 interest community association finds that such an action is

1 probable or imminent, (ii) to discuss ~~consider~~ third party
2 contracts or information regarding appointment,
3 employment, engagement, or dismissal of an employee,
4 independent contractor, agent, or other provider of goods
5 and services, (iii) to interview a potential employee,
6 independent contractor, agent, or other provider of goods
7 and services, (iv), ~~or (iii)~~ to discuss violations of rules
8 and regulations of the association, (v) to discuss ~~or~~ a
9 member's or unit owner's unpaid share of common expenses,
10 or (vi) to consult with the association's legal counsel.
11 Any vote on these matters shall be taken at a meeting or
12 portion thereof open to any member.

13 (6) The board must reserve a portion of the meeting of
14 the board for comments by members; provided, however, the
15 duration and meeting order for the member comment period is
16 within the sole discretion of the board.

17 (Source: P.A. 96-1400, eff. 7-29-10; 97-605, eff. 8-26-11;
18 97-1090, eff. 8-24-12.)

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

21 (765 ILCS 605/18) (from Ch. 30, par. 318)

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

23 Sec. 18. Contents of bylaws. The bylaws shall provide for
24 at least the following:

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

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

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

10 (4) the method of removal from office of members of the
11 board;

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

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

19 (7) that the board of managers shall annually supply to all
20 unit owners an itemized accounting of the common expenses for
21 the preceding year actually incurred or paid, together with an
22 indication of which portions were for reserves, capital
23 expenditures or repairs or payment of real estate taxes and
24 with a tabulation of the amounts collected pursuant to the
25 budget or assessment, and showing the net excess or deficit of
26 income over expenditures plus reserves;

1 (8) (i) that each unit owner shall receive notice, in the
2 same manner as is provided in this Act for membership meetings,
3 of any meeting of the board of managers concerning the adoption
4 of the proposed annual budget and regular assessments pursuant
5 thereto or to adopt a separate (special) assessment, (ii) that
6 except as provided in subsection (iv) below, if an adopted
7 budget or any separate assessment adopted by the board would
8 result in the sum of all regular and separate assessments
9 payable in the current fiscal year exceeding 115% of the sum of
10 all regular and separate assessments payable during the
11 preceding fiscal year, the board of managers, upon written
12 petition by unit owners with 20 percent of the votes of the
13 association delivered to the board within 14 days of the board
14 action, shall call a meeting of the unit owners within 30 days
15 of the date of delivery of the petition to consider the budget
16 or separate assessment; unless a majority of the total votes of
17 the unit owners are cast at the meeting to reject the budget or
18 separate assessment, it is ratified, (iii) that any common
19 expense not set forth in the budget or any increase in
20 assessments over the amount adopted in the budget shall be
21 separately assessed against all unit owners, (iv) that separate
22 assessments for expenditures relating to emergencies or
23 mandated by law may be adopted by the board of managers without
24 being subject to unit owner approval or the provisions of item
25 (ii) above or item (v) below. As used herein, "emergency" means
26 an immediate danger to the structural integrity of the common

1 elements or to the life, health, safety or property of the unit
2 owners, (v) that assessments for additions and alterations to
3 the common elements or to association-owned property not
4 included in the adopted annual budget, shall be separately
5 assessed and are subject to approval of two-thirds of the total
6 votes of all unit owners, (vi) that the board of managers may
7 adopt separate assessments payable over more than one fiscal
8 year. With respect to multi-year assessments not governed by
9 items (iv) and (v), the entire amount of the multi-year
10 assessment shall be deemed considered and authorized in the
11 first fiscal year in which the assessment is approved;

12 (9) that meetings of the board of managers shall be open to
13 any unit owner, except for the portion of any meeting held (i)
14 to discuss litigation when an action against or on behalf of
15 the particular association has been filed and is pending in a
16 court or administrative tribunal, or when the board of managers
17 finds that such an action is probable or imminent, (ii) to
18 consider information regarding appointment, employment or
19 dismissal of an employee, or (iii) to discuss violations of
20 rules and regulations of the association or a unit owner's
21 unpaid share of common expenses; that any vote on these matters
22 shall be taken at a meeting or portion thereof open to any unit
23 owner; that any unit owner may record the proceedings at
24 meetings or portions thereof required to be open by this Act by
25 tape, film or other means; that the board may prescribe
26 reasonable rules and regulations to govern the right to make

1 such recordings, that notice of such meetings shall be mailed
2 or delivered at least 48 hours prior thereto, unless a written
3 waiver of such notice is signed by the person or persons
4 entitled to such notice pursuant to the declaration, bylaws,
5 other condominium instrument, or provision of law other than
6 this subsection before the meeting is convened, and that copies
7 of notices of meetings of the board of managers shall be posted
8 in entranceways, elevators, or other conspicuous places in the
9 condominium at least 48 hours prior to the meeting of the board
10 of managers except where there is no common entranceway for 7
11 or more units, the board of managers may designate one or more
12 locations in the proximity of these units where the notices of
13 meetings shall be posted;

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

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

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

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

1 meeting of the unit owners to fill the vacancy for the balance
2 of the term, and that a meeting of the unit owners shall be
3 called for purposes of filling a vacancy on the board no later
4 than 30 days following the filing of a petition signed by unit
5 owners holding 20% of the votes of the association requesting
6 such a meeting, and the method of filling vacancies among the
7 officers that shall include the authority for the members of
8 the board to fill the vacancy for the unexpired portion of the
9 term;

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

12 (15) provisions concerning notice of board meetings to
13 members of the board;

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

1 children;

2 (17) that the board of managers may disseminate to unit
3 owners biographical and background information about
4 candidates for election to the board if (i) reasonable efforts
5 to identify all candidates are made and all candidates are
6 given an opportunity to include biographical and background
7 information in the information to be disseminated; and (ii) the
8 board does not express a preference in favor of any candidate;

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

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

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

20 (b)(1) What percentage of the unit owners, if other than
21 20%, shall constitute a quorum provided that, for condominiums
22 with 20 or more units, the percentage of unit owners
23 constituting a quorum shall be 20% unless the unit owners
24 holding a majority of the percentage interest in the
25 association provide for a higher percentage, provided that in
26 voting on amendments to the association's bylaws, a unit owner

1 who is in arrears on the unit owner's regular or separate
2 assessments for 60 days or more, shall not be counted for
3 purposes of determining if a quorum is present, but that unit
4 owner retains the right to vote on amendments to the
5 association's bylaws;

6 (2) that the association shall have one class of
7 membership;

8 (3) that the members shall hold an annual meeting, one of
9 the purposes of which shall be to elect members of the board of
10 managers;

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

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

14 (6) that written notice of any membership meeting shall be
15 mailed or delivered giving members no less than 10 and no more
16 than 30 days notice of the time, place and purpose of such
17 meeting except that notice may be sent, to the extent the
18 condominium instruments or rules adopted thereunder expressly
19 so provide, by electronic transmission consented to by the unit
20 owner to whom the notice is given, provided the director and
21 officer or his agent certifies in writing to the delivery by
22 electronic transmission;

23 (7) that voting shall be on a percentage basis, and that
24 the percentage vote to which each unit is entitled is the
25 percentage interest of the undivided ownership of the common
26 elements appurtenant thereto, provided that the bylaws may

1 provide for approval by unit owners in connection with matters
2 where the requisite approval on a percentage basis is not
3 specified in this Act, on the basis of one vote per unit;

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

15 (9) (A) except as provided in subparagraph (B) of this
16 paragraph (9) in connection with board elections, that a unit
17 owner may vote by proxy executed in writing by the unit owner
18 or by his duly authorized attorney in fact; that the proxy must
19 bear the date of execution and, unless the condominium
20 instruments or the written proxy itself provide otherwise, is
21 invalid after 11 months from the date of its execution; to the
22 extent the condominium instruments or rules adopted thereunder
23 expressly so provide, a vote or proxy may be submitted by
24 electronic transmission, provided that any such electronic
25 transmission shall either set forth or be submitted with
26 information from which it can be determined that the electronic

1 transmission was authorized by the unit owner or the unit
2 owner's proxy;

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

1 meeting, and thereby void any ballot previously submitted by
2 that unit owner;

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

1 (C) that if a written petition by unit owners with at least
2 20% of the votes of the association is delivered to the board
3 within 14 days after the board's approval of a rule adopted
4 pursuant to subparagraph (B) or subparagraph (B-5) of this
5 paragraph (9), the board shall call a meeting of the unit
6 owners within 30 days after the date of delivery of the
7 petition; that unless a majority of the total votes of the unit
8 owners are cast at the meeting to reject the rule, the rule is
9 ratified;

10 (D) that votes cast by ballot under subparagraph (B) or
11 electronic or acceptable technological means under
12 subparagraph (B-5) of this paragraph (9) are valid for the
13 purpose of establishing a quorum;

14 (10) that the association may, upon adoption of the
15 appropriate rules by the board of managers, conduct elections
16 by secret ballot whereby the voting ballot is marked only with
17 the percentage interest for the unit and the vote itself,
18 provided that the board further adopt rules to verify the
19 status of the unit owner issuing a proxy or casting a ballot;
20 and further, that a candidate for election to the board of
21 managers or such candidate's representative shall have the
22 right to be present at the counting of ballots at such
23 election;

24 (11) that in the event of a resale of a condominium unit
25 the purchaser of a unit from a seller other than the developer
26 pursuant to an installment contract for purchase shall during

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

17 (12) the method by which matters subject to the approval of
18 unit owners set forth in this Act, or in the condominium
19 instruments, will be submitted to the unit owners at special
20 membership meetings called for such purposes; and

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

24 (i) merger or consolidation of the association;

25 (ii) sale, lease, exchange, or other disposition

26 (excluding the mortgage or pledge) of all, or substantially

1 all of the property and assets of the association; and
2 (iii) the purchase or sale of land or of units on
3 behalf of all unit owners.

4 (c) Election of a president from among the board of
5 managers, who shall preside over the meetings of the board of
6 managers and of the unit owners.

7 (d) Election of a secretary from among the board of
8 managers, who shall keep the minutes of all meetings of the
9 board of managers and of the unit owners and who shall, in
10 general, perform all the duties incident to the office of
11 secretary.

12 (e) Election of a treasurer from among the board of
13 managers, who shall keep the financial records and books of
14 account.

15 (f) Maintenance, repair and replacement of the common
16 elements and payments therefor, including the method of
17 approving payment vouchers.

18 (g) An association with 30 or more units shall obtain and
19 maintain fidelity insurance covering persons who control or
20 disburse funds of the association for the maximum amount of
21 coverage available to protect funds in the custody or control
22 of the association plus the association reserve fund. All
23 management companies which are responsible for the funds held
24 or administered by the association shall maintain and furnish
25 to the association a fidelity bond for the maximum amount of
26 coverage available to protect funds in the custody of the

1 management company at any time. The association shall bear the
2 cost of the fidelity insurance and fidelity bond, unless
3 otherwise provided by contract between the association and a
4 management company. The association shall be the direct obligee
5 of any such fidelity bond. A management company holding reserve
6 funds of an association shall at all times maintain a separate
7 account for each association, provided, however, that for
8 investment purposes, the Board of Managers of an association
9 may authorize a management company to maintain the
10 association's reserve funds in a single interest bearing
11 account with similar funds of other associations. The
12 management company shall at all times maintain records
13 identifying all moneys of each association in such investment
14 account. The management company may hold all operating funds of
15 associations which it manages in a single operating account but
16 shall at all times maintain records identifying all moneys of
17 each association in such operating account. Such operating and
18 reserve funds held by the management company for the
19 association shall not be subject to attachment by any creditor
20 of the management company.

21 For the purpose of this subsection, a management company
22 shall be defined as a person, partnership, corporation, or
23 other legal entity entitled to transact business on behalf of
24 others, acting on behalf of or as an agent for a unit owner,
25 unit owners or association of unit owners for the purpose of
26 carrying out the duties, responsibilities, and other

1 obligations necessary for the day to day operation and
2 management of any property subject to this Act. For purposes of
3 this subsection, the term "fiduciary insurance coverage" shall
4 be defined as both a fidelity bond and directors and officers
5 liability coverage, the fidelity bond in the full amount of
6 association funds and association reserves that will be in the
7 custody of the association, and the directors and officers
8 liability coverage at a level as shall be determined to be
9 reasonable by the board of managers, if not otherwise
10 established by the declaration or by laws.

11 Until one year after September 21, 1985 (the effective date
12 of Public Act 84-722) ~~this amendatory Act of 1985~~, if a
13 condominium association has reserves plus assessments in
14 excess of \$250,000 and cannot reasonably obtain 100% fidelity
15 bond coverage for such amount, then it must obtain a fidelity
16 bond coverage of \$250,000.

17 (h) Method of estimating the amount of the annual budget,
18 and the manner of assessing and collecting from the unit owners
19 their respective shares of such estimated expenses, and of any
20 other expenses lawfully agreed upon.

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

26 (j) Designation and removal of personnel necessary for the

1 maintenance, repair and replacement of the common elements.

2 (k) Such restrictions on and requirements respecting the
3 use and maintenance of the units and the use of the common
4 elements, not set forth in the declaration, as are designed to
5 prevent unreasonable interference with the use of their
6 respective units and of the common elements by the several unit
7 owners.

8 (l) Method of adopting and of amending administrative rules
9 and regulations governing the operation and use of the common
10 elements.

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

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

21 (ii) With regard to any lease entered into subsequent to
22 July 1, 1990 (the effective date of Public Act 86-991) ~~this~~
23 ~~amendatory Act of 1989~~, the unit owner leasing the unit shall
24 deliver a copy of the signed lease to the board or if the lease
25 is oral, a memorandum of the lease, not later than the date of
26 occupancy or 10 days after the lease is signed, whichever

1 occurs first. In addition to any other remedies, by filing an
2 action jointly against the tenant and the unit owner, an
3 association may seek to enjoin a tenant from occupying a unit
4 or seek to evict a tenant under the provisions of Article IX of
5 the Code of Civil Procedure for failure of the lessor-owner to
6 comply with the leasing requirements prescribed by this Section
7 or by the declaration, bylaws, and rules and regulations. The
8 board of managers may proceed directly against a tenant, at law
9 or in equity, or under the provisions of Article IX of the Code
10 of Civil Procedure, for any other breach by tenant of any
11 covenants, rules, regulations or bylaws.

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

14 (p) That when 30% or fewer of the units, by number, possess
15 over 50% in the aggregate of the votes in the association, any
16 percentage vote of members specified herein or in the
17 condominium instruments shall require the specified percentage
18 by number of units rather than by percentage of interest in the
19 common elements allocated to units that would otherwise be
20 applicable and garage units or storage units, or both, shall
21 have, in total, no more votes than their aggregate percentage
22 of ownership in the common elements; this shall mean that if
23 garage units or storage units, or both, are to be given a vote,
24 or portion of a vote, that the association must add the total
25 number of votes cast of garage units, storage units, or both,
26 and divide the total by the number of garage units, storage

1 units, or both, and multiply by the aggregate percentage of
2 ownership of garage units and storage units to determine the
3 vote, or portion of a vote, that garage units or storage units,
4 or both, have. For purposes of this subsection (p), when making
5 a determination of whether 30% or fewer of the units, by
6 number, possess over 50% in the aggregate of the votes in the
7 association, a unit shall not include a garage unit or a
8 storage unit.

9 (q) That a unit owner may not assign, delegate, transfer,
10 surrender, or avoid the duties, responsibilities, and
11 liabilities of a unit owner under this Act, the condominium
12 instruments, or the rules and regulations of the Association;
13 and that such an attempted assignment, delegation, transfer,
14 surrender, or avoidance shall be deemed void.

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

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

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

24 Sec. 18. Contents of bylaws. The bylaws shall provide for
25 at least the following:

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

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

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

10 (4) the method of removal from office of members of the
11 board;

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

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

19 (7) that the board of managers shall annually supply to all
20 unit owners an itemized accounting of the common expenses for
21 the preceding year actually incurred or paid, together with an
22 indication of which portions were for reserves, capital
23 expenditures or repairs or payment of real estate taxes and
24 with a tabulation of the amounts collected pursuant to the
25 budget or assessment, and showing the net excess or deficit of
26 income over expenditures plus reserves;

1 (8) (i) that each unit owner shall receive notice, in the
2 same manner as is provided in this Act for membership meetings,
3 of any meeting of the board of managers concerning the adoption
4 of the proposed annual budget and regular assessments pursuant
5 thereto or to adopt a separate (special) assessment, (ii) that
6 except as provided in subsection (iv) below, if an adopted
7 budget or any separate assessment adopted by the board would
8 result in the sum of all regular and separate assessments
9 payable in the current fiscal year exceeding 115% of the sum of
10 all regular and separate assessments payable during the
11 preceding fiscal year, the board of managers, upon written
12 petition by unit owners with 20 percent of the votes of the
13 association delivered to the board within 14 days of the board
14 action, shall call a meeting of the unit owners within 30 days
15 of the date of delivery of the petition to consider the budget
16 or separate assessment; unless a majority of the total votes of
17 the unit owners are cast at the meeting to reject the budget or
18 separate assessment, it is ratified, (iii) that any common
19 expense not set forth in the budget or any increase in
20 assessments over the amount adopted in the budget shall be
21 separately assessed against all unit owners, (iv) that separate
22 assessments for expenditures relating to emergencies or
23 mandated by law may be adopted by the board of managers without
24 being subject to unit owner approval or the provisions of item
25 (ii) above or item (v) below. As used herein, "emergency" means
26 an immediate danger to the structural integrity of the common

1 elements or to the life, health, safety or property of the unit
2 owners, (v) that assessments for additions and alterations to
3 the common elements or to association-owned property not
4 included in the adopted annual budget, shall be separately
5 assessed and are subject to approval of two-thirds of the total
6 votes of all unit owners, (vi) that the board of managers may
7 adopt separate assessments payable over more than one fiscal
8 year. With respect to multi-year assessments not governed by
9 items (iv) and (v), the entire amount of the multi-year
10 assessment shall be deemed considered and authorized in the
11 first fiscal year in which the assessment is approved;

12 (9) (A) that every meeting of the board of managers shall be
13 open to any unit owner, except that the board may close any
14 portion of a noticed meeting or meet separately from a noticed
15 meeting for the portion of any meeting held to discuss or
16 consider information relating to: (i) discuss litigation when
17 an action against or on behalf of the particular association
18 has been filed and is pending in a court or administrative
19 tribunal, or when the board of managers finds that such an
20 action is probable or imminent, (ii) discuss the appointment,
21 employment, engagement, or dismissal of an employee,
22 independent contractor, agent, or other provider of goods and
23 services, (iii) interview a potential employee, independent
24 contractor, agent, or other provider of goods and services,
25 (iv) discuss ~~, (iii)~~ violations of rules and regulations of the
26 association, (v) discuss ~~or (iv)~~ a unit owner's unpaid share of

1 common expenses, or (vi) consult with the association's legal
2 counsel; that any vote on these matters ~~discussed or considered~~
3 ~~in closed session~~ shall take place at a meeting of the board of
4 managers or portion thereof 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 ~~contract~~ shall be made available to the
21 association or its agents. For purposes of this subsection,
22 "installment contract" ~~contract~~ 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) An association with 30 or more units shall obtain and
2 maintain fidelity insurance covering persons who control or
3 disburse funds of the association for the maximum amount of
4 coverage available to protect funds in the custody or control
5 of the association plus the association reserve fund. All
6 management companies which are responsible for the funds held
7 or administered by the association shall maintain and furnish
8 to the association a fidelity bond for the maximum amount of
9 coverage available to protect funds in the custody of the
10 management company at any time. The association shall bear the
11 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 custody 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 September 21, 1985 (the effective date
21 of Public Act 84-722) ~~this amendatory Act of 1985~~, if a
22 condominium association has reserves plus assessments in
23 excess of \$250,000 and cannot reasonably obtain 100% fidelity
24 bond coverage for such amount, then it must obtain a fidelity
25 bond coverage of \$250,000.

26 (h) Method of estimating the amount of the annual budget,

1 and the manner of assessing and collecting from the unit owners
2 their respective shares of such estimated expenses, and of any
3 other expenses lawfully agreed upon.

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

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

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

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

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

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

1 deemed to be incorporated in any lease executed or renewed on
2 or after August 30, 1984 (the effective date of Public Act
3 83-1271) ~~this amendatory Act of 1984.~~

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

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

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

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

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

24 The provisions of this Section are applicable to all
25 condominium instruments recorded under this Act. Any portion of
26 a condominium instrument which contains provisions contrary to

1 these provisions shall be void as against public policy and
2 ineffective. Any such instrument which fails to contain the
3 provisions required by this Section shall be deemed to
4 incorporate such provisions by operation of law.

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

7 Section 95. No acceleration or delay. Where this Act makes
8 changes in a statute that is represented in this Act by text
9 that is not yet or no longer in effect (for example, a Section
10 represented by multiple versions), the use of that text does
11 not accelerate or delay the taking effect of (i) the changes
12 made by this Act or (ii) provisions derived from any other
13 Public Act.