

1 AN ACT concerning recording conversations.

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

4 Section 5. The Criminal Code of 1961 is amended by
5 changing Section 14-3 as follows:

6 (720 ILCS 5/14-3) (from Ch. 38, par. 14-3)

7 Sec. 14-3. Exemptions. The following activities shall
8 be exempt from the provisions of this Article:

9 (a) Listening to radio, wireless and television
10 communications of any sort where the same are publicly made;

11 (b) Hearing conversation when heard by employees of any
12 common carrier by wire incidental to the normal course of
13 their employment in the operation, maintenance or repair of
14 the equipment of such common carrier by wire so long as no
15 information obtained thereby is used or divulged by the
16 hearer;

17 (c) Any broadcast by radio, television or otherwise
18 whether it be a broadcast or recorded for the purpose of
19 later broadcasts of any function where the public is in
20 attendance and the conversations are overheard incidental to
21 the main purpose for which such broadcasts are then being
22 made;

23 (d) Recording or listening with the aid of any device to
24 any emergency communication made in the normal course of
25 operations by any federal, state or local law enforcement
26 agency or institutions dealing in emergency services,
27 including, but not limited to, hospitals, clinics, ambulance
28 services, fire fighting agencies, any public utility,
29 emergency repair facility, civilian defense establishment or
30 military installation;

31 (e) Recording the proceedings of any meeting required to

1 be open by the Open Meetings Act, as amended;

2 (f) Recording or listening with the aid of any device to
3 incoming telephone calls of phone lines publicly listed or
4 advertised as consumer "hotlines" by manufacturers or
5 retailers of food and drug products. Such recordings must be
6 destroyed, erased or turned over to local law enforcement
7 authorities within 24 hours from the time of such recording
8 and shall not be otherwise disseminated. Failure on the part
9 of the individual or business operating any such recording or
10 listening device to comply with the requirements of this
11 subsection shall eliminate any civil or criminal immunity
12 conferred upon that individual or business by the operation
13 of this Section;

14 (g) With prior notification to the State's Attorney of
15 the county in which it is to occur, recording or listening
16 with the aid of any device to any conversation where a law
17 enforcement officer, or any person acting at the direction of
18 law enforcement, is a party to the conversation and has
19 consented to it being intercepted or recorded under
20 circumstances where the use of the device is necessary for
21 the protection of the law enforcement officer or any person
22 acting at the direction of law enforcement, in the course of
23 an investigation of a forcible felony, a felony violation of
24 the Illinois Controlled Substances Act, a felony violation of
25 the Cannabis Control Act, or any "streetgang related" or
26 "gang-related" felony as those terms are defined in the
27 Illinois Streetgang Terrorism Omnibus Prevention Act. Any
28 recording or evidence derived as the result of this exemption
29 shall be inadmissible in any proceeding, criminal, civil or
30 administrative, except (i) where a party to the conversation
31 suffers great bodily injury or is killed during such
32 conversation, or (ii) when used as direct impeachment of a
33 witness concerning matters contained in the interception or
34 recording. The Director of the Department of State Police

1 shall issue regulations as are necessary concerning the use
2 of devices, retention of tape recordings, and reports
3 regarding their use;

4 (h) Recordings made simultaneously with a video
5 recording of an oral conversation between a peace officer,
6 who has identified his or her office, and a person stopped
7 for an investigation of an offense under the Illinois Vehicle
8 Code;

9 (i) Recording of a conversation made by or at the
10 request of a person, not a law enforcement officer or agent
11 of a law enforcement officer, who is a party to the
12 conversation, under reasonable suspicion that another party
13 to the conversation is committing, is about to commit, or has
14 committed a criminal offense against the person or a member
15 of his or her immediate household, and there is reason to
16 believe that evidence of the criminal offense may be obtained
17 by the recording; and

18 (j) The use of a telephone monitoring device by either
19 (1) a corporation or other business entity engaged in
20 marketing or opinion research or (2) a corporation or other
21 business entity engaged in telephone solicitation, as defined
22 in this subsection, to record or listen to oral telephone
23 solicitation conversations or marketing or opinion research
24 conversations by an employee of the corporation or other
25 business entity when:

26 (i) the monitoring is used for the purpose of
27 service quality control of marketing or opinion research
28 or telephone solicitation, the education or training of
29 employees or contractors engaged in marketing or opinion
30 research or telephone solicitation, or internal research
31 related to marketing or opinion research or telephone
32 solicitation; and

33 (ii) the monitoring is used with the consent of at
34 least one person who is an active party to the marketing

1 or opinion research conversation or telephone
2 solicitation conversation being monitored.

3 No communication or conversation or any part, portion, or
4 aspect of the communication or conversation made, acquired,
5 or obtained, directly or indirectly, under this exemption
6 (j), may be, directly or indirectly, furnished to any law
7 enforcement officer, agency, or official for any purpose or
8 used in any inquiry or investigation, or used, directly or
9 indirectly, in any administrative, judicial, or other
10 proceeding, or divulged to any third party.

11 When recording or listening authorized by this subsection
12 (j) on telephone lines used for marketing or opinion research
13 or telephone solicitation purposes results in recording or
14 listening to a conversation that does not relate to marketing
15 or opinion research or telephone solicitation; the person
16 recording or listening shall, immediately upon determining
17 that the conversation does not relate to marketing or opinion
18 research or telephone solicitation, terminate the recording
19 or listening and destroy any such recording as soon as is
20 practicable.

21 Business entities that use a telephone monitoring or
22 telephone recording system pursuant to this exemption (j)
23 shall provide current and prospective employees with notice
24 that the monitoring or recordings may occur during the course
25 of their employment. The notice shall include prominent
26 signage notification within the workplace.

27 Business entities that use a telephone monitoring or
28 telephone recording system pursuant to this exemption (j)
29 shall provide their employees or agents with access to
30 personal-only telephone lines which may be pay telephones,
31 that are not subject to telephone monitoring or telephone
32 recording.

33 For the purposes of this subsection (j), "telephone
34 solicitation" means a communication through the use of a

1 telephone by live operators:

- 2 (i) soliciting the sale of goods or services;
- 3 (ii) receiving orders for the sale of goods or
- 4 services;
- 5 (iii) assisting in the use of goods or services; or
- 6 (iv) engaging in the solicitation, administration,
- 7 or collection of bank or retail credit accounts.

8 For the purposes of this subsection (j), "marketing or
 9 opinion research" means a marketing or opinion research
 10 interview conducted by a live telephone interviewer engaged
 11 by a corporation or other business entity whose principal
 12 business is the design, conduct, and analysis of polls and
 13 surveys measuring the opinions, attitudes, and responses of
 14 respondents toward products and services, or social or
 15 political issues, or both; and

16 (k) Recordings of meetings of boards of managers as
 17 provided in Section 18 of the Condominium Property Act.

18 (Source: P.A. 91-357, eff. 7-29-99.)

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

24 (a) (1) The election from among the unit owners of a
 25 board of managers, the number of persons constituting
 26 such board, and that the terms of at least one-third of
 27 the members of the board shall expire annually and that
 28 all members of the board shall be elected at large. If
 29 there are multiple owners of a single unit, only one of
 30 the multiple owners shall be eligible to serve as a
 31 member of the board at any one time.

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

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

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

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

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

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

22 (8) (i) that each unit owner shall receive notice,
23 in the same manner as is provided in this Act for
24 membership meetings, of any meeting of the board of
25 managers concerning the adoption of the proposed annual
26 budget and regular assessments pursuant thereto or to
27 adopt a separate (special) assessment, (ii) that except
28 as provided in subsection (iv) below, if an adopted
29 budget or any separate assessment adopted by the board
30 would result in the sum of all regular and separate
31 assessments payable in the current fiscal year exceeding
32 115% of the sum of all regular and separate assessments
33 payable during the preceding fiscal year, the board of
34 managers, upon written petition by unit owners with 20

1 percent of the votes of the association delivered to the
2 board within 14 days of the board action, shall call a
3 meeting of the unit owners within 30 days of the date of
4 delivery of the petition to consider the budget or
5 separate assessment; unless a majority of the total votes
6 of the unit owners are cast at the meeting to reject the
7 budget or separate assessment, it is ratified, (iii) that
8 any common expense not set forth in the budget or any
9 increase in assessments over the amount adopted in the
10 budget shall be separately assessed against all unit
11 owners, (iv) that separate assessments for expenditures
12 relating to emergencies or mandated by law may be adopted
13 by the board of managers without being subject to unit
14 owner approval or the provisions of item (ii) above or
15 item (v) below. As used herein, "emergency" means an
16 immediate danger to the structural integrity of the
17 common elements or to the life, health, safety or
18 property of the unit owners, (v) that assessments for
19 additions and alterations to the common elements or to
20 association-owned property not included in the adopted
21 annual budget, shall be separately assessed and are
22 subject to approval of two-thirds of the total votes of
23 all unit owners, (vi) that the board of managers may
24 adopt separate assessments payable over more than one
25 fiscal year. With respect to multi-year assessments not
26 governed by items (iv) and (v), the entire amount of the
27 multi-year assessment shall be deemed considered and
28 authorized in the first fiscal year in which the
29 assessment is approved;

30 (9) that meetings of the board of managers shall be
31 open to any unit owner, except for the portion of any
32 meeting held (i) to discuss litigation when an action
33 against or on behalf of the particular association has
34 been filed and is pending in a court or administrative

1 tribunal, or when the board of managers finds that such
2 an action is probable or imminent, (ii) to consider
3 information regarding appointment, employment or
4 dismissal of an employee, or (iii) to discuss violations
5 of rules and regulations of the association or a unit
6 owner's unpaid share of common expenses; that any vote on
7 these matters shall be taken at a meeting or portion
8 thereof open to any unit owner; as provided in item (k)
9 of Section 14-3 of the Criminal Code of 1961, that any
10 unit owner may record the proceedings at meetings or
11 portions thereof required to be open by this Act by tape,
12 film or other means; that the board may prescribe
13 reasonable rules and regulations to govern the right to
14 make such recordings, that notice of such meetings shall
15 be mailed or delivered at least 48 hours prior thereto,
16 unless a written waiver of such notice is signed by the
17 person or persons entitled to such notice pursuant to the
18 declaration, bylaws, other condominium instrument, or
19 provision of law other than this subsection before the
20 meeting is convened, and that copies of notices of
21 meetings of the board of managers shall be posted in
22 entranceways, elevators, or other conspicuous places in
23 the condominium at least 48 hours prior to the meeting of
24 the board of managers except where there is no common
25 entranceway for 7 or more units, the board of managers
26 may designate one or more locations in the proximity of
27 these units where the notices of meetings shall be
28 posted;

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

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

34 (12) the designation of an officer to mail and

1 receive all notices and execute amendments to condominium
2 instruments as provided for in this Act and in the
3 condominium instruments;

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

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

22 (15) provisions concerning notice of board meetings
23 to members of the board;

24 (16) the board of managers may not enter into a
25 contract with a current board member or with a
26 corporation or partnership in which a board member or a
27 member of the board member's immediate family has 25% or
28 more interest, unless notice of intent to enter the
29 contract is given to unit owners within 20 days after a
30 decision is made to enter into the contract and the unit
31 owners are afforded an opportunity by filing a petition,
32 signed by 20% of the unit owners, for an election to
33 approve or disapprove the contract; such petition shall
34 be filed within 20 days after such notice and such

1 election shall be held within 30 days after filing the
2 petition; for purposes of this subsection, a board
3 member's immediate family means the board member's
4 spouse, parents, and children;

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

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

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

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

27 (b) (1) What percentage of the unit owners, if other
28 than 20%, shall constitute a quorum provided that, for
29 condominiums with 20 or more units, the percentage of
30 unit owners constituting a quorum shall be 20% unless the
31 unit owners holding a majority of the percentage interest
32 in the association provide for a higher percentage;

33 (2) that the association shall have one class of
34 membership;

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

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

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

9 (6) that written notice of any membership meeting
10 shall be mailed or delivered giving members no less than
11 10 and no more than 30 days notice of the time, place and
12 purpose of such meeting;

13 (7) that voting shall be on a percentage basis, and
14 that the percentage vote to which each unit is entitled
15 is the percentage interest of the undivided ownership of
16 the common elements appurtenant thereto, provided that
17 the bylaws may provide for approval by unit owners in
18 connection with matters where the requisite approval on a
19 percentage basis is not specified in this Act, on the
20 basis of one vote per unit;

21 (8) that, where there is more than one owner of a
22 unit, if only one of the multiple owners is present at a
23 meeting of the association, he is entitled to cast all
24 the votes allocated to that unit, if more than one of the
25 multiple owners are present, the votes allocated to that
26 unit may be cast only in accordance with the agreement of
27 a majority in interest of the multiple owners, unless the
28 declaration expressly provides otherwise, that there is
29 majority agreement if any one of the multiple owners cast
30 the votes allocated to that unit without protest being
31 made promptly to the person presiding over the meeting by
32 any of the other owners of the unit;

33 (9) that unless the Articles of Incorporation or
34 the bylaws otherwise provide, a unit owner may vote by

1 proxy executed in writing by the unit owner or by his
2 duly authorized attorney in fact; that the proxy shall be
3 invalid after 11 months from the date of its execution,
4 unless otherwise provided in the proxy, and that every
5 proxy must bear the date of execution;

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

16 (11) that in the event of a resale of a condominium
17 unit the purchaser of a unit from a seller other than the
18 developer pursuant to an installment contract for
19 purchase shall during such times as he or she resides in
20 the unit be counted toward a quorum for purposes of
21 election of members of the board of managers at any
22 meeting of the unit owners called for purposes of
23 electing members of the board, shall have the right to
24 vote for the election of members of the board of managers
25 and to be elected to and serve on the board of managers
26 unless the seller expressly retains in writing any or all
27 of such rights. In no event may the seller and purchaser
28 both be counted toward a quorum, be permitted to vote for
29 a particular office or be elected and serve on the board.
30 Satisfactory evidence of the installment contract shall be
31 made available to the association or its agents. For
32 purposes of this subsection, "installment contract" shall
33 have the same meaning as set forth in Section 1 (e) of
34 "An Act relating to installment contracts to sell

1 dwelling structures", approved August 11, 1967, as
2 amended;

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

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

12 (i) merger or consolidation of the
13 association;

14 (ii) sale, lease, exchange, or other
15 disposition (excluding the mortgage or pledge) of
16 all, or substantially all of the property and assets
17 of the association; and

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

20 (c) Election of a president from among the board of
21 managers, who shall preside over the meetings of the board of
22 managers and of the unit owners.

23 (d) Election of a secretary from among the board of
24 managers, who shall keep the minutes of all meetings of the
25 board of managers and of the unit owners and who shall, in
26 general, perform all the duties incident to the office of
27 secretary.

28 (e) Election of a treasurer from among the board of
29 managers, who shall keep the financial records and books of
30 account.

31 (f) Maintenance, repair and replacement of the common
32 elements and payments therefor, including the method of
33 approving payment vouchers.

34 (g) An association with 30 or more units shall obtain

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

30 For the purpose of this subsection a management company
31 shall be defined as a person, partnership, corporation, or
32 other legal entity entitled to transact business on behalf of
33 others, acting on behalf of or as an agent for a unit owner,
34 unit owners or association of unit owners for the purpose of

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

12 Until one year after the effective date of this
13 amendatory Act of 1985, if a condominium association has
14 reserves plus assessments in excess of \$250,000 and cannot
15 reasonably obtain 100% fidelity bond coverage for such
16 amount, then it must obtain a fidelity bond coverage of
17 \$250,000.

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

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

27 (j) Designation and removal of personnel necessary for
28 the maintenance, repair and replacement of the common
29 elements.

30 (k) Such restrictions on and requirements respecting the
31 use and maintenance of the units and the use of the common
32 elements, not set forth in the declaration, as are designed
33 to prevent unreasonable interference with the use of their
34 respective units and of the common elements by the several

1 unit owners.

2 (l) Method of adopting and of amending administrative
3 rules and regulations governing the operation and use of the
4 common elements.

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

8 (n) (i) The provisions of this Act, the declaration,
9 bylaws, other condominium instruments, and rules and
10 regulations that relate to the use of the individual unit or
11 the common elements shall be applicable to any person leasing
12 a unit and shall be deemed to be incorporated in any lease
13 executed or renewed on or after the effective date of this
14 amendatory Act of 1984. (ii) With regard to any lease entered
15 into subsequent to the effective date of this amendatory Act
16 of 1989, the unit owner leasing the unit shall deliver a copy
17 of the signed lease to the board or if the lease is oral, a
18 memorandum of the lease, not later than the date of occupancy
19 or 10 days after the lease is signed, whichever occurs first.
20 In addition to any other remedies, by filing an action
21 jointly against the tenant and the unit owner, an association
22 may seek to enjoin a tenant from occupying a unit or seek to
23 evict a tenant under the provisions of Article IX of the Code
24 of Civil Procedure for failure of the lessor-owner to comply
25 with the leasing requirements prescribed by this Section or
26 by the declaration, bylaws, and rules and regulations. The
27 board of managers may proceed directly against a tenant, at
28 law or in equity, or under the provisions of Article IX of
29 the Code of Civil Procedure, for any other breach by tenant
30 of any covenants, rules, regulations or bylaws.

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

33 (p) That when 30% or fewer of the units, by number,
34 possess over 50% in the aggregate of the votes in the

1 association, any percentage vote of members specified herein
2 or in the condominium instruments shall require the specified
3 percentage by number of units rather than by percentage of
4 interest in the common elements allocated to units that would
5 otherwise be applicable.

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

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

20 (Source: P.A. 88-135; 88-417; 88-626, eff. 9-9-94; 88-670,
21 eff. 12-2-94; 89-41, eff. 6-23-95.)