



100TH GENERAL ASSEMBLY

State of Illinois

2017 and 2018

HB2931

by Rep. Robyn Gabel

SYNOPSIS AS INTRODUCED:

765 ILCS 605/18
765 ILCS 605/31

from Ch. 30, par. 318
from Ch. 30, par. 331

Amends the Condominium Property Act. Provides that condominium bylaws shall provide that notwithstanding any provision in the condominium instruments to the contrary, the board of managers has discretion to: (i) address any budget surplus by transferring the surplus funds or portion thereof to the association's capital or operating reserves or applying the surplus funds to any other common expense; and (ii) address any deficit by incorporating the deficit into the following year's annual budget. In provisions governing the combination of units, defines "combination of any units". Provides that the exclusive right to use as a limited common element any portion of the common elements that is not necessary or practical for use by the owners of any other units is not a diminution of the ownership interests of all other unit owners requiring unanimous consent of all unit owners under other provisions of the Act or any percentage set forth in the condominium instruments. Provides that notwithstanding other provisions of the Act or the condominium instruments, an amendment pursuant to the Section governing combination of units is effective if it meets the requirements set forth in that Section.

LRB100 10223 HEP 20406 b

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 Condominium Property Act is amended by
5 changing Sections 18 and 31 as follows:

6 (765 ILCS 605/18) (from Ch. 30, par. 318)

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

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

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

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

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

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

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

7 (7) that the board of managers shall annually supply to
8 all unit owners an itemized accounting of the common
9 expenses for the preceding year actually incurred or paid,
10 together with an indication of which portions were for
11 reserves, capital expenditures or repairs or payment of
12 real estate taxes and with a tabulation of the amounts
13 collected pursuant to the budget or assessment, and showing
14 the net excess or deficit of income over expenditures plus
15 reserves; and that notwithstanding any provision in the
16 condominium instruments to the contrary, the board of
17 managers has discretion to: (i) address any budget surplus
18 by transferring the surplus funds or portion thereof to the
19 association's capital or operating reserves or applying
20 the surplus funds to any other common expense; and (ii)
21 address any deficit by incorporating the deficit into the
22 following year's annual budget.

23 (8) (i) that each unit owner shall receive notice, in
24 the same manner as is provided in this Act for membership
25 meetings, of any meeting of the board of managers
26 concerning the adoption of the proposed annual budget and

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

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

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

1 shall take place at a meeting of the board of managers or
2 portion thereof open to any unit owner;

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

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

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

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

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

13 (10) that the board shall meet at least 4 times
14 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
17 and board members may succeed themselves;

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

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

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

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

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

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

1 a board member's immediate family means the board member's
2 spouse, parents, and children;

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

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

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

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

25 (21) that the board may ratify and confirm actions of
26 the members of the board taken in response to an emergency,

1 as that term is defined in subdivision (a) (8) (iv) of this
2 Section; that the board shall give notice to the unit
3 owners of: (i) the occurrence of the emergency event within
4 7 business days after the emergency event, and (ii) the
5 general description of the actions taken to address the
6 event within 7 days after the emergency event.

7 The intent of the provisions of Public Act 99-472
8 adding this paragraph (21) is to empower and support boards
9 to act in emergencies.

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

22 (2) that the association shall have one class of
23 membership;

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

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

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

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

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

23 (8) that, where there is more than one owner of a unit,
24 if only one of the multiple owners is present at a meeting
25 of the association, he is entitled to cast all the votes
26 allocated to that unit, if more than one of the multiple

1 owners are present, the votes allocated to that unit may be
2 cast only in accordance with the agreement of a majority in
3 interest of the multiple owners, unless the declaration
4 expressly provides otherwise, that there is majority
5 agreement if any one of the multiple owners cast the votes
6 allocated to that unit without protest being made promptly
7 to the person presiding over the meeting by any of the
8 other owners of the unit;

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

23 (B) that if a rule adopted at least 120 days before a
24 board election or the declaration or bylaws provide for
25 balloting as set forth in this subsection, unit owners may
26 not vote by proxy in board elections, but may vote only (i)

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

25 (B-5) that if a rule adopted at least 120 days before a
26 board election or the declaration or bylaws provide for

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

25 (C) that if a written petition by unit owners with at
26 least 20% of the votes of the association is delivered to

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

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

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

22 (11) that in the event of a resale of a condominium
23 unit the purchaser of a unit from a seller other than the
24 developer pursuant to an installment contract for purchase
25 shall during such times as he or she resides in the unit be
26 counted toward a quorum for purposes of election of members

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

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

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

1 substantially all of the property and assets of the
2 association; and

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

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

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

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

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

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

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

24 For the purpose of this subsection, a management
25 company shall be defined as a person, partnership,
26 corporation, or other legal entity entitled to transact

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

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

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

25 (i) That upon 10 days notice to the manager or board of
26 managers and payment of a reasonable fee, any unit owner

1 shall be furnished a statement of his account setting forth
2 the amount of any unpaid assessments or other charges due
3 and owing from such owner.

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

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

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

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

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

26 (ii) With regard to any lease entered into subsequent

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

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

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

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

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

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

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

4 (Source: P.A. 98-1042, eff. 1-1-15; 99-472, eff. 6-1-16;
5 99-567, eff. 1-1-17; 99-642, eff. 7-28-16.)

6 (765 ILCS 605/31) (from Ch. 30, par. 331)

7 Sec. 31. Subdivision or combination of units.

8 (a) As used in this Section, "combination of any units"
9 means any 2 or more residential units to be used as a single
10 unit as shown on the plat or amended plat, which may involve,
11 without limitation, additional exclusive use of a portion of
12 the common elements within the building adjacent to the
13 combined unit (for example, without limitation, the use of a
14 portion of an adjacent common hallway).

15 (b) Unless the condominium instruments expressly prohibit
16 the subdivision or combination of any units, and subject to
17 additional limitations provided by the condominium
18 instruments, the owner or owners may, at their own expense,
19 subdivide or combine and locate or relocate common elements
20 affected or required thereby, in accordance with the provisions
21 of the condominium instruments and the requirements of this
22 Act. The owner or owners shall make written application to the
23 board of managers, requesting an amendment to the condominium
24 instruments, setting forth in the application a proposed
25 reallocation to the new units of the percentage interest in the

1 common elements, and setting forth whether the limited common
2 elements, if any, previously assigned to the unit to be
3 subdivided should be assigned to each new unit or to fewer than
4 all of the new units created and requesting, if desired in the
5 event of a combination of any units, that the new unit be
6 granted the exclusive right to use as a limited common element,
7 a portion of the common elements within the building adjacent
8 to the new unit. If the transaction is approved by a majority
9 of the board of managers, it shall be effective upon (1)
10 recording of an amendment to condominium instruments in
11 accordance with the provisions of Sections 5 and 6 of this Act,
12 and (2) execution by the owners of the units involved.

13 (c) In the event of a combination of any units, the
14 amendment under subsection (b) may grant the owner of the
15 combined unit the exclusive right to use, as a limited common
16 element, a portion of the common elements within the building
17 adjacent to the new unit. The request for the amendment shall
18 be granted and the amendment shall grant this exclusive right
19 to use as a limited common element if the following conditions
20 are met:

21 (1) the common element for which the exclusive right to
22 use as a limited common element is sought is not necessary
23 or practical for use by the owners of any units other than
24 the owner or owners of the combined unit; and

25 (2) the owner or owners of the combined unit are
26 responsible for any and all costs associated with the

1 renovation, modification, or other adaptation performed as
2 a result of the granting of the exclusive right to use as a
3 limited common element.

4 (d) If the combined unit is divided, part of the original
5 combined unit is sold, and the grant of the exclusive right to
6 use as a limited common element is no longer necessary,
7 practical, or appropriate for the use and enjoyment of the
8 owner or owners of the original combined unit, the board may
9 terminate the grant of the exclusive right to use as a limited
10 common element and require that the owner or owners of the
11 original combined unit restore the common area to its condition
12 prior to the grant of the exclusive right to use as a limited
13 common element. If the combined unit is sold without being
14 divided, the grant of the exclusive right to use as a limited
15 common element shall apply to the new owner or owners of the
16 combined unit, who shall assume the rights and responsibilities
17 of the original owner or owners.

18 (e) Under this Section, the exclusive right to use as a
19 limited common element any portion of the common elements that
20 is not necessary or practical for use by the owners of any
21 other units is not a diminution of the ownership interests of
22 all other unit owners requiring unanimous consent of all unit
23 owners under subsection (e) of Section 4 of this Act or any
24 percentage set forth in the condominium instruments.

25 (f) Notwithstanding Section 27 of this Act and any other
26 amendment provisions set forth in the condominium instruments,

1 an amendment pursuant to this Section is effective if it meets
2 the requirements set forth in this Section.

3 (Source: P.A. 90-199, eff. 7-24-97.)