

1 AN ACT concerning property.

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 9.2, 18.4, and 18.5 as follows:

6 (765 ILCS 605/9.2) (from Ch. 30, par. 309.2)

7 Sec. 9.2. Other remedies.

8 (a) In the event of any default by any unit owner, his
9 tenant, invitee or guest in the performance of his obligations
10 under this Act or under the declaration, bylaws, or the rules
11 and regulations of the board of managers, the board of managers
12 or its agents shall have such rights and remedies as provided
13 in the Act or condominium instruments including the right to
14 maintain an action for possession against such defaulting unit
15 owner or his tenant for the benefit of all the other unit
16 owners in the manner prescribed by Article IX of the Code of
17 Civil Procedure.

18 (b) Any attorneys' fees incurred by the Association arising
19 out of a default by any unit owner, his tenant, invitee or
20 guest in the performance of any of the provisions of the
21 condominium instruments, rules and regulations or any
22 applicable statute or ordinance shall be added to, and deemed a
23 part of, his respective share of the common expense.

24 (c) Other than attorney's fees, no fees pertaining to the
25 collection of a unit owner's financial obligation to the
26 Association, including fees charged by a manager or managing
27 agent, shall be added to and deemed a part of an owner's
28 respective share of the common expenses unless: (i) the
29 managing agent fees relate to the costs to collect common
30 expenses for the Association; (ii) the fees are set forth in a
31 contract between the managing agent and the Association; and
32 (iii) the authority to add the management fees to an owner's

1 respective share of the common expenses is specifically stated
2 in the declaration or bylaws of the Association.

3 (Source: P.A. 88-417.)

4 (765 ILCS 605/18.4) (from Ch. 30, par. 318.4)

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

12 (a) To provide for the operation, care, upkeep,
13 maintenance, replacement and improvement of the common
14 elements. Nothing in this subsection (a) shall be deemed to
15 invalidate any provision in a condominium instrument
16 placing limits on expenditures for the common elements,
17 provided, that such limits shall not be applicable to
18 expenditures for repair, replacement, or restoration of
19 existing portions of the common elements. The term "repair,
20 replacement or restoration" means expenditures to
21 deteriorated or damaged portions of the property related to
22 the existing decorating, facilities, or structural or
23 mechanical components, interior or exterior surfaces, or
24 energy systems and equipment with the functional
25 equivalent of the original portions of such areas.
26 Replacement of the common elements may result in an
27 improvement over the original quality of such elements or
28 facilities; provided that, unless the improvement is
29 mandated by law or is an emergency as defined in item (iv)
30 of subparagraph (8) of paragraph (a) of Section 18, if the
31 improvement results in a proposed expenditure exceeding 5%
32 of the annual budget, the board of managers, upon written
33 petition by unit owners with 20% of the votes of the
34 association delivered to the board within 14 days of the
35 board action to approve the expenditure, shall call a

1 meeting of the unit owners within 30 days of the date of
2 delivery of the petition to consider the expenditure.
3 Unless a majority of the total votes of the unit owners are
4 cast at the meeting to reject the expenditure, it is
5 ratified.

6 (b) To prepare, adopt and distribute the annual budget
7 for the property.

8 (c) To levy and expend assessments.

9 (d) To collect assessments from unit owners.

10 (e) To provide for the employment and dismissal of the
11 personnel necessary or advisable for the maintenance and
12 operation of the common elements.

13 (f) To obtain adequate and appropriate kinds of
14 insurance.

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

17 (h) To adopt and amend rules and regulations covering
18 the details of the operation and use of the property, after
19 a meeting of the unit owners called for the specific
20 purpose of discussing the proposed rules and regulations.
21 Notice of the meeting shall contain the full text of the
22 proposed rules and regulations, and the meeting shall
23 conform to the requirements of Section 18(b) of this Act,
24 except that no quorum is required at the meeting of the
25 unit owners unless the declaration, bylaws or other
26 condominium instrument expressly provides to the contrary.
27 However, no rule or regulation may impair any rights
28 guaranteed by the First Amendment to the Constitution of
29 the United States or Section 4 of Article I of the Illinois
30 Constitution, nor may any rules or regulations conflict
31 with the provisions of this Act or the condominium
32 instruments.

33 (i) To keep detailed, accurate records of the receipts
34 and expenditures affecting the use and operation of the
35 property.

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

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

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

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

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

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

27 (o) To record the granting of an easement for the
28 laying of cable television cable where authorized by the
29 unit owners under the provisions of Section 14.3; to
30 obtain, if available and determined by the board to be in
31 the best interests of the association, cable television
32 service for all of the units of the condominium on a bulk
33 identical service and equal cost per unit basis; and to
34 assess and recover the expense as a common expense and, if
35 so determined by the board, to assess each and every unit
36 on the same equal cost per unit basis.

1 (p) To seek relief on behalf of all unit owners when
2 authorized pursuant to subsection (c) of Section 10 from or
3 in connection with the assessment or levying of real
4 property taxes, special assessments, and any other special
5 taxes or changes of the State of Illinois or of any
6 political subdivision thereof or of any lawful taxing or
7 assessing body.

8 (q) To reasonably accommodate the needs of a
9 handicapped unit owner as required by the federal Civil
10 Rights Act of 1968, the Human Rights Act and any applicable
11 local ordinances in the exercise of its powers with respect
12 to the use of common elements or approval of modifications
13 in an individual unit.

14 (r) To accept service of a notice of claim for purposes
15 of the Mechanics Lien Act on behalf of each respective
16 member of the Unit Owners' Association with respect to
17 improvements performed pursuant to any contract entered
18 into by the Board of Managers or any contract entered into
19 prior to the recording of the condominium declaration
20 pursuant to this Act, for a property containing more than 8
21 units, and to distribute the notice to the unit owners
22 within 7 days of the acceptance of the service by the Board
23 of Managers. The service shall be effective as if each
24 individual unit owner had been served individually with
25 notice.

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

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

34 The provisions of this Section are applicable to all
35 condominium instruments recorded under this Act. Any portion of
36 a condominium instrument which contains provisions contrary to

1 these provisions shall be void as against public policy and
2 ineffective. Any such instrument that 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. 91-195, eff. 7-20-99.)

6 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

7 Sec. 18.5. Master Associations.

8 (a) If the declaration, other condominium instrument, or
9 other duly recorded covenants provide that any of the powers of
10 the unit owners associations are to be exercised by or may be
11 delegated to a nonprofit corporation or unincorporated
12 association that exercises those or other powers on behalf of
13 one or more condominiums, or for the benefit of the unit owners
14 of one or more condominiums, such corporation or association
15 shall be a master association.

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

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

24 (c) Meetings and finances.

25 (1) Each unit owner of a condominium subject to the
26 authority of the board of the master association shall
27 receive, at least 30 days prior to the adoption thereof by
28 the board of the master association, a copy of the proposed
29 annual budget.

30 (2) The board of the master association shall annually
31 supply to all unit owners of condominiums subject to the
32 authority of the board of the master association an
33 itemized accounting of the common expenses for the
34 preceding year actually incurred or paid, together with a
35 tabulation of the amounts collected pursuant to the budget

1 or assessment, and showing the net excess or deficit of
2 income over expenditures plus reserves.

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

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

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

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

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

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

27 Any unit owner may record the proceedings at meetings
28 required to be open by this Act by tape, film or other
29 means; the board may prescribe reasonable rules and
30 regulations to govern the right to make such recordings.
31 Notice of meetings shall be mailed or delivered at least 48
32 hours prior thereto, unless a written waiver of such notice
33 is signed by the persons entitled to notice before the
34 meeting is convened. Copies of notices of meetings of the
35 board of the master association shall be posted in
36 entranceways, elevators, or other conspicuous places in

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

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

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

33 (7) The board of the master association or a common
34 interest community association shall have the power, after
35 notice and an opportunity to be heard, to levy and collect
36 reasonable fines from members for violations of the

1 declaration, bylaws, and rules and regulations of the
2 master association or the common interest community
3 association. Nothing contained in this subdivision (7)
4 shall give rise to a statutory lien for unpaid fines.

5 (8) Other than attorney's fees, no fees pertaining to
6 the collection of a unit owner's financial obligation to
7 the Association, including fees charged by a manager or
8 managing agent, shall be added to and deemed a part of an
9 owner's respective share of the common expenses unless: (i)
10 the managing agent fees relate to the costs to collect
11 common expenses for the Association; (ii) the fees are set
12 forth in a contract between the managing agent and the
13 Association; and (iii) the authority to add the management
14 fees to an owner's respective share of the common expenses
15 is specifically stated in the declaration or bylaws of the
16 Association.

17 (d) Records.

18 (1) The board of the master association shall maintain
19 the following records of the association and make them
20 available for examination and copying at convenient hours
21 of weekdays by any unit owners in a condominium subject to
22 the authority of the board or their mortgagees and their
23 duly authorized agents or attorneys:

24 (i) Copies of the recorded declaration, other
25 condominium instruments, other duly recorded covenants
26 and bylaws and any amendments, articles of
27 incorporation of the master association, annual
28 reports and any rules and regulations adopted by the
29 master association or its board shall be available.
30 Prior to the organization of the master association,
31 the developer shall maintain and make available the
32 records set forth in this subdivision (d)(1) for
33 examination and copying.

34 (ii) Detailed and accurate records in
35 chronological order of the receipts and expenditures
36 affecting the common areas, specifying and itemizing

1 the maintenance and repair expenses of the common areas
2 and any other expenses incurred, and copies of all
3 contracts, leases, or other agreements entered into by
4 the master association, shall be maintained.

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

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

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

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

23 (2) Where a request for records under this subsection
24 is made in writing to the board of managers or its agent,
25 failure to provide the requested record or to respond
26 within 30 days shall be deemed a denial by the board of
27 directors.

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

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

35 (e) The board of directors shall have standing and capacity
36 to act in a representative capacity in relation to matters

1 involving the common areas of the master association or more
2 than one unit, on behalf of the unit owners as their interests
3 may appear.

4 (f) Administration of property prior to election of the
5 initial board of directors.

6 (1) Until the election, by the unit owners or the
7 boards of managers of the underlying condominium
8 associations, of the initial board of directors of a master
9 association whose declaration is recorded on or after
10 August 10, 1990, the same rights, titles, powers,
11 privileges, trusts, duties and obligations that are vested
12 in or imposed upon the board of directors by this Act or in
13 the declaration or other duly recorded covenant shall be
14 held and performed by the developer.

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

31 (3) If the initial board of directors of a master
32 association whose declaration is recorded on or after
33 August 10, 1990 is not elected by the unit owners or the
34 members of the underlying condominium association board of
35 managers at the time established in subdivision (f) (2), the
36 developer shall continue in office for a period of 30 days,

1 whereupon written notice of his resignation shall be sent
2 to all of the unit owners or members of the underlying
3 condominium board of managers entitled to vote at an
4 election for members of the board of directors.

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

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

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

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

28 (iv) A schedule of all real or personal property,
29 equipment and fixtures belonging to the association,
30 including documents transferring the property,
31 warranties, if any, for all real and personal property
32 and equipment, deeds, title insurance policies, and
33 all tax bills.

34 (v) A list of all litigation, administrative
35 action and arbitrations involving the association, any
36 notices of governmental bodies involving actions taken

1 or which may be taken concerning the association,
2 engineering and architectural drawings and
3 specifications as approved by any governmental
4 authority, all other documents filed with any other
5 governmental authority, all governmental certificates,
6 correspondence involving enforcement of any
7 association requirements, copies of any documents
8 relating to disputes involving unit owners, and
9 originals of all documents relating to everything
10 listed in this subparagraph.

11 (vi) If the developer fails to fully comply with
12 this paragraph (4) within the 60 days provided and
13 fails to fully comply within 10 days of written demand
14 mailed by registered or certified mail to his or her
15 last known address, the board may bring an action to
16 compel compliance with this paragraph (4). If the court
17 finds that any of the required deliveries were not made
18 within the required period, the board shall be entitled
19 to recover its reasonable attorneys' fees and costs
20 incurred from and after the date of expiration of the
21 10 day demand.

22 (5) With respect to any master association whose
23 declaration is recorded on or after August 10, 1990, any
24 contract, lease, or other agreement made prior to the
25 election of a majority of the board of directors other than
26 the developer by or on behalf of unit owners or underlying
27 condominium associations, the association or the board of
28 directors, which extends for a period of more than 2 years
29 from the recording of the declaration, shall be subject to
30 cancellation by more than 1/2 of the votes of the unit
31 owners, other than the developer, cast at a special meeting
32 of members called for that purpose during a period of 90
33 days prior to the expiration of the 2 year period if the
34 board of managers is elected by the unit owners, otherwise
35 by more than 1/2 of the underlying condominium board of
36 managers. At least 60 days prior to the expiration of the 2

1 year period, the board of directors, or, if the board is
2 still under developer control, then the board of managers
3 or the developer shall send notice to every unit owner or
4 underlying condominium board of managers, notifying them
5 of this provision, of what contracts, leases and other
6 agreements are affected, and of the procedure for calling a
7 meeting of the unit owners or for action by the underlying
8 condominium board of managers for the purpose of acting to
9 terminate such contracts, leases or other agreements.
10 During the 90 day period the other party to the contract,
11 lease, or other agreement shall also have the right of
12 cancellation.

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

18 (g) In the event of any resale of a unit in a master
19 association by a unit owner other than the developer, the owner
20 shall obtain from the board of directors and shall make
21 available for inspection to the prospective purchaser, upon
22 demand, the following:

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

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

28 (3) A statement of any capital expenditures
29 anticipated by the association within the current or
30 succeeding 2 fiscal years.

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

34 (5) A copy of the statement of financial condition of
35 the association for the last fiscal year for which such a
36 statement is available.

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

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

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

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

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

18 (h) Errors and omissions.

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

30 (2) If, through a scrivener's error, a unit has not
31 been designated as owning an appropriate undivided share of
32 the common areas or does not bear an appropriate share of
33 the common expenses, or if all of the common expenses or
34 all of the common elements in the condominium have not been
35 distributed in the declaration, so that the sum total of
36 the shares of common areas which have been distributed or

1 the sum total of the shares of the common expenses fail to
2 equal 100%, or if it appears that more than 100% of the
3 common elements or common expenses have been distributed,
4 the error may be corrected by operation of law by filing an
5 amendment to the declaration, approved by vote of
6 two-thirds of the members of the board of directors or a
7 majority vote of the unit owners at a meeting called for
8 that purpose, which proportionately adjusts all percentage
9 interests so that the total is equal to 100%, unless the
10 declaration specifically provides for a different
11 procedure or different percentage vote by the owners of the
12 units and the owners of mortgages thereon affected by
13 modification being made in the undivided interest in the
14 common areas, the number of votes in the unit owners
15 association or the liability for common expenses
16 appertaining to the unit.

17 (3) If an omission or error or a scrivener's error in
18 the declaration or other instrument is corrected by vote of
19 two-thirds of the members of the board of directors
20 pursuant to the authority established in subdivisions
21 (h)(1) or (h)(2) of this Section, the board, upon written
22 petition by unit owners with 20% of the votes of the
23 association or resolutions adopted by the board of managers
24 or board of directors of the condominium and common
25 interest community associations which select 20% of the
26 members of the board of directors of the master
27 association, whichever is applicable, received within 30
28 days of the board action, shall call a meeting of the unit
29 owners or the boards of the condominium and common interest
30 community associations which select members of the board of
31 directors of the master association within 30 days of the
32 filing of the petition or receipt of the condominium and
33 common interest community association resolution to
34 consider the board action. Unless a majority of the votes
35 of the unit owners of the association are cast at the
36 meeting to reject the action, or board of managers or board

1 of directors of condominium and common interest community
2 associations which select over 50% of the members of the
3 board of the master association adopt resolutions prior to
4 the meeting rejecting the action of the board of directors
5 of the master association, it is ratified whether or not a
6 quorum is present.

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

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

36 (6) Nothing contained in this Section shall be

1 construed to invalidate any provision of a declaration
2 authorizing the developer to amend an instrument prior to
3 the latest date on which the initial membership meeting of
4 the unit owners must be held, whether or not it has
5 actually been held, to bring the instrument into compliance
6 with the legal requirements of the Federal National
7 Mortgage Association, the Federal Home Loan Mortgage
8 Corporation, the Federal Housing Administration, the
9 United States Veterans Administration or their respective
10 successors and assigns.

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

25 (j) The provisions of subsections (c) through (h) are
26 applicable to all common interest community associations and
27 their unit owners for common interest community associations
28 which are subject to the provisions of Section 9-102(a)(8) of
29 the Code of Civil Procedure. For purposes of this subsection,
30 the terms "common interest community" and "unit owners" shall
31 have the same meaning as set forth in Section 9-102(c) of the
32 Code of Civil Procedure.

33 (Source: P.A. 90-229, eff. 7-25-97; 91-616, eff. 8-19-99.)