



## 97TH GENERAL ASSEMBLY

### State of Illinois

#### 2011 and 2012

##### HB3057

Introduced 2/23/2011, by Rep. Elaine Nekritz

#### SYNOPSIS AS INTRODUCED:

765 ILCS 605/9	from Ch. 30, par. 309
765 ILCS 605/18.5	from Ch. 30, par. 318.5

Amends the Condominium Property Act. Provides that the requirement that the purchaser of a condominium unit or a unit of a common interest community at a judicial foreclosure sale, other than a mortgagee, who takes possession of the unit pursuant to a court order or a purchaser who acquires title from a mortgagee has a duty to pay the unit's common expenses, unpaid by the owner, which would have become due in the absence of any assessment acceleration during the 6 months immediately preceding institution of an action to collect the owner's unpaid assessments, has, as an additional component, the following: the purchaser shall have the duty to pay the proportionate share, if any, of the common expenses for the unit which would have become due in the absence of any assessment acceleration during the period beginning 6 months after institution of an action to enforce the collection of assessments and ending when the purchaser takes possession of a condominium unit pursuant to the court order or acquires title from the mortgagee.

LRB097 09712 AJ0 51268 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 9 and 18.5 as follows:

6 (765 ILCS 605/9) (from Ch. 30, par. 309)

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

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

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

20 (c) Budget and reserves.

21 (1) The board of managers shall prepare and distribute  
22 to all unit owners a detailed proposed annual budget,  
23 setting forth with particularity all anticipated common

1 expenses by category as well as all anticipated assessments  
2 and other income. The initial budget and common expense  
3 assessment based thereon shall be adopted prior to the  
4 conveyance of any unit. The budget shall also set forth  
5 each unit owner's proposed common expense assessment.

6 (2) All budgets adopted by a board of managers on or  
7 after July 1, 1990 shall provide for reasonable reserves  
8 for capital expenditures and deferred maintenance for  
9 repair or replacement of the common elements. To determine  
10 the amount of reserves appropriate for an association, the  
11 board of managers shall take into consideration the  
12 following: (i) the repair and replacement cost, and the  
13 estimated useful life, of the property which the  
14 association is obligated to maintain, including but not  
15 limited to structural and mechanical components, surfaces  
16 of the buildings and common elements, and energy systems  
17 and equipment; (ii) the current and anticipated return on  
18 investment of association funds; (iii) any independent  
19 professional reserve study which the association may  
20 obtain; (iv) the financial impact on unit owners, and the  
21 market value of the condominium units, of any assessment  
22 increase needed to fund reserves; and (v) the ability of  
23 the association to obtain financing or refinancing.

24 (3) Notwithstanding the provisions of this subsection  
25 (c), an association without a reserve requirement in its  
26 condominium instruments may elect to waive in whole or in

1 part the reserve requirements of this Section by a vote of  
2 2/3 of the total votes of the association. Any association  
3 having elected under this paragraph (3) to waive the  
4 provisions of subsection (c) may by a vote of 2/3 of the  
5 total votes of the association elect to again be governed  
6 by the requirements of subsection (c).

7 (4) In the event that an association elects to waive  
8 all or part of the reserve requirements of this Section,  
9 that fact must be disclosed after the meeting at which the  
10 waiver occurs by the association in the financial  
11 statements of the association and, highlighted in bold  
12 print, in the response to any request of a prospective  
13 purchaser for the information prescribed under Section  
14 22.1; and no member of the board of managers or the  
15 managing agent of the association shall be liable, and no  
16 cause of action may be brought for damages against these  
17 parties, for the lack or inadequacy of reserve funds in the  
18 association budget.

19 (d) (Blank).

20 (e) The condominium instruments may provide for the  
21 assessment, in connection with expenditures for the limited  
22 common elements, of only those units to which the limited  
23 common elements are assigned.

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

26 (g) Lien.

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

21          (2) With respect to encumbrances executed prior to  
22          August 30, 1984 or encumbrances executed subsequent to  
23          August 30, 1984 which are neither bonafide first mortgages  
24          nor trust deeds and which encumbrances contain a statement  
25          of a mailing address in the State of Illinois where notice  
26          may be mailed to the encumbrancer thereunder, if and

1           whenever and as often as the manager or board of managers  
2           shall send, by United States certified or registered mail,  
3           return receipt requested, to any such encumbrancer at the  
4           mailing address set forth in the recorded encumbrance a  
5           statement of the amounts and due dates of the unpaid common  
6           expenses with respect to the encumbered unit, then, unless  
7           otherwise provided in the declaration or bylaws, the prior  
8           recorded encumbrance shall be subject to the lien of all  
9           unpaid common expenses with respect to the unit which  
10          become due and payable within a period of 90 days after the  
11          date of mailing of each such notice.

12           (3) The purchaser of a condominium unit at a judicial  
13          foreclosure sale, or a mortgagee who receives title to a  
14          unit by deed in lieu of foreclosure or judgment by common  
15          law strict foreclosure or otherwise takes possession  
16          pursuant to court order under the Illinois Mortgage  
17          Foreclosure Law, shall have the duty to pay the unit's  
18          proportionate share of the common expenses for the unit  
19          assessed from and after the first day of the month after  
20          the date of the judicial foreclosure sale, delivery of the  
21          deed in lieu of foreclosure, entry of a judgment in common  
22          law strict foreclosure, or taking of possession pursuant to  
23          such court order. Such payment confirms the extinguishment  
24          of any lien created pursuant to paragraph (1) or (2) of  
25          this subsection (g) by virtue of the failure or refusal of  
26          a prior unit owner to make payment of common expenses,

1 where the judicial foreclosure sale has been confirmed by  
2 order of the court, a deed in lieu thereof has been  
3 accepted by the lender, or a consent judgment has been  
4 entered by the court.

5 (4) The purchaser of a condominium unit at a judicial  
6 foreclosure sale, other than a mortgagee, who takes  
7 possession of a condominium unit pursuant to a court order  
8 or a purchaser who acquires title from a mortgagee shall  
9 have the duty to pay the proportionate share, if any, of  
10 the common expenses for the unit which would have become  
11 due in the absence of any assessment acceleration during:

12 (A) the 6 months immediately preceding institution  
13 of an action to enforce the collection of assessments;  
14 and

15 (B) the period beginning 6 months after  
16 institution of an action to enforce the collection of  
17 assessments and ending when the purchaser takes  
18 possession of a condominium unit pursuant to the court  
19 order or acquires title from the mortgagee,

20 and which remain unpaid by the owner during whose  
21 possession the assessments accrued. If the outstanding  
22 assessments are paid at any time during any action to  
23 enforce the collection of assessments, the purchaser shall  
24 have no obligation to pay any assessments which accrued  
25 before he or she acquired title.

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

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

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

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



1 convey it.

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

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

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

17 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

18 Sec. 18.5. Master Associations.

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

1 shall be a master association.

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

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

10 (c) Meetings and finances.

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

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

24 (3) Each unit owner of a condominium subject to the  
25 authority of the board of the master association shall  
26 receive written notice mailed or delivered no less than 10

1 and no more than 30 days prior to any meeting of the board  
2 of the master association concerning the adoption of the  
3 proposed annual budget or any increase in the budget, or  
4 establishment of an assessment.

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

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

14 (B) to consider information regarding appointment,  
15 employment or dismissal of an employee, or

16 (C) to discuss violations of rules and regulations  
17 of the master association or unpaid common expenses  
18 owed to the master association.

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

22 Any unit owner may record the proceedings at meetings  
23 required to be open by this Act by tape, film or other  
24 means; the board may prescribe reasonable rules and  
25 regulations to govern the right to make such recordings.  
26 Notice of meetings shall be mailed or delivered at least 48

1 hours prior thereto, unless a written waiver of such notice  
2 is signed by the persons entitled to notice before the  
3 meeting is convened. Copies of notices of meetings of the  
4 board of the master association shall be posted in  
5 entranceways, elevators, or other conspicuous places in  
6 the condominium at least 48 hours prior to the meeting of  
7 the board of the master association. Where there is no  
8 common entranceway for 7 or more units, the board of the  
9 master association may designate one or more locations in  
10 the proximity of these units where the notices of meetings  
11 shall be posted.

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

1 the board. Satisfactory evidence of the installment  
2 contract shall be made available to the association or its  
3 agents. For purposes of this subsection, "installment  
4 contract" shall have the same meaning as set forth in  
5 subsection (e) of Section 1 of the Dwelling Unit  
6 Installment Contract Act.

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

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

20 (8) Other than attorney's fees, no fees pertaining to  
21 the collection of a unit owner's financial obligation to  
22 the Association, including fees charged by a manager or  
23 managing agent, shall be added to and deemed a part of an  
24 owner's respective share of the common expenses unless: (i)  
25 the managing agent fees relate to the costs to collect  
26 common expenses for the Association; (ii) the fees are set

1           forth in a contract between the managing agent and the  
2           Association; and (iii) the authority to add the management  
3           fees to an owner's respective share of the common expenses  
4           is specifically stated in the declaration or bylaws of the  
5           Association.

6           (d) Records.

7           (1) The board of the master association shall maintain  
8           the following records of the association and make them  
9           available for examination and copying at convenient hours  
10          of weekdays by any unit owners in a condominium subject to  
11          the authority of the board or their mortgagees and their  
12          duly authorized agents or attorneys:

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

23               (ii) Detailed and accurate records in  
24               chronological order of the receipts and expenditures  
25               affecting the common areas, specifying and itemizing  
26               the maintenance and repair expenses of the common areas

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

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

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

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

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

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

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

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

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

13           (f) Administration of property prior to election of the  
14 initial board of directors.

15           (1) Until the election, by the unit owners or the  
16 boards of managers of the underlying condominium  
17 associations, of the initial board of directors of a master  
18 association whose declaration is recorded on or after  
19 August 10, 1990, the same rights, titles, powers,  
20 privileges, trusts, duties and obligations that are vested  
21 in or imposed upon the board of directors by this Act or in  
22 the declaration or other duly recorded covenant shall be  
23 held and performed by the developer.

24           (2) The election of the initial board of directors of a  
25 master association whose declaration is recorded on or  
26 after August 10, 1990, by the unit owners or the boards of



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

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

24 (4) Within 60 days following the election of a majority  
25 of the board of directors, other than the developer, by  
26 unit owners, the developer shall deliver to the board of

1 directors:

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

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

18 (iii) Association funds, which shall have been at  
19 all times segregated from any other moneys of the  
20 developer.

21 (iv) A schedule of all real or personal property,  
22 equipment and fixtures belonging to the association,  
23 including documents transferring the property,  
24 warranties, if any, for all real and personal property  
25 and equipment, deeds, title insurance policies, and  
26 all tax bills.

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

14 (vi) If the developer fails to fully comply with  
15 this paragraph (4) within the 60 days provided and  
16 fails to fully comply within 10 days of written demand  
17 mailed by registered or certified mail to his or her  
18 last known address, the board may bring an action to  
19 compel compliance with this paragraph (4). If the court  
20 finds that any of the required deliveries were not made  
21 within the required period, the board shall be entitled  
22 to recover its reasonable attorneys' fees and costs  
23 incurred from and after the date of expiration of the  
24 10 day demand.

25 (5) With respect to any master association whose  
26 declaration is recorded on or after August 10, 1990, any

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

26 (6) The statute of limitations for any actions in law

1 or equity which the master association may bring shall not  
2 begin to run until the unit owners or underlying  
3 condominium board of managers have elected a majority of  
4 the members of the board of directors.

5 (g) In the event of any resale of a unit in a master  
6 association by a unit owner other than the developer, the owner  
7 shall obtain from the board of directors and shall make  
8 available for inspection to the prospective purchaser, upon  
9 demand, the following:

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

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

15 (3) A statement of any capital expenditures  
16 anticipated by the association within the current or  
17 succeeding 2 fiscal years.

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

21 (5) A copy of the statement of financial condition of  
22 the association for the last fiscal year for which such a  
23 statement is available.

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

26 (7) A statement setting forth what insurance coverage

1 is provided for all unit owners by the association.

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

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

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

15 (g-1) The purchaser of a unit of a common interest  
16 community at a judicial foreclosure sale, other than a  
17 mortgagee, who takes possession of a unit of a common interest  
18 community pursuant to a court order or a purchaser who acquires  
19 title from a mortgagee shall have the duty to pay the  
20 proportionate share, if any, of the common expenses for the  
21 unit that would have become due in the absence of any  
22 assessment acceleration during:

23 (1) the 6 months immediately preceding institution of  
24 an action to enforce the collection of assessments; and

25 (2) the period beginning 6 months after institution of  
26 an action to enforce the collection of assessments and

1 ending when the purchaser takes possession of a condominium  
2 unit pursuant to the court order or acquires title from the  
3 mortgagee,

4 and that remain unpaid by the owner during whose possession the  
5 assessments accrued. If the outstanding assessments are paid at  
6 any time during any action to enforce the collection of  
7 assessments, the purchaser shall have no obligation to pay any  
8 assessments that accrued before he or she acquired title. The  
9 notice of sale of a unit of a common interest community under  
10 subsection (c) of Section 15-1507 of the Code of Civil  
11 Procedure shall state that the purchaser of the unit other than  
12 a mortgagee shall pay the assessments required by this  
13 subsection (g-1).

14 (h) Errors and omissions.

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

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

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

23               (3) If an omission or error or a scrivener's error in  
24               the declaration or other instrument is corrected by vote of  
25               two-thirds of the members of the board of directors  
26               pursuant to the authority established in subdivisions



1 (h) (1) or (h) (2) of this Section, the board, upon written  
2 petition by unit owners with 20% of the votes of the  
3 association or resolutions adopted by the board of managers  
4 or board of directors of the condominium and common  
5 interest community associations which select 20% of the  
6 members of the board of directors of the master  
7 association, whichever is applicable, received within 30  
8 days of the board action, shall call a meeting of the unit  
9 owners or the boards of the condominium and common interest  
10 community associations which select members of the board of  
11 directors of the master association within 30 days of the  
12 filing of the petition or receipt of the condominium and  
13 common interest community association resolution to  
14 consider the board action. Unless a majority of the votes  
15 of the unit owners of the association are cast at the  
16 meeting to reject the action, or board of managers or board  
17 of directors of condominium and common interest community  
18 associations which select over 50% of the members of the  
19 board of the master association adopt resolutions prior to  
20 the meeting rejecting the action of the board of directors  
21 of the master association, it is ratified whether or not a  
22 quorum is present.

23 (4) The procedures for amendments set forth in this  
24 subsection (h) cannot be used if such an amendment would  
25 materially or adversely affect property rights of the unit  
26 owners unless the affected unit owners consent in writing.

1 This Section does not restrict the powers of the  
2 association to otherwise amend the declaration, bylaws, or  
3 other condominium instruments, but authorizes a simple  
4 process of amendment requiring a lesser vote for the  
5 purpose of correcting defects, errors, or omissions when  
6 the property rights of the unit owners are not materially  
7 or adversely affected.

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

26 (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

1 their unit owners for common interest community associations  
2 which are subject to the provisions of Section 9-102(a)(8) of  
3 the Code of Civil Procedure. For purposes of this subsection,  
4 the terms "common interest community" and "unit owners" shall  
5 have the same meaning as set forth in Section 9-102(c) of the  
6 Code of Civil Procedure.

7 (Source: P.A. 96-1045, eff. 7-14-10.)