

1 AN ACT concerning civil law.

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

4 Section 5. The Common Interest Community Association Act is  
5 amended by changing Sections 1-5 and 1-25 and by adding Section  
6 1-85 as follows:

7 (765 ILCS 160/1-5)

8 Sec. 1-5. Definitions. As used in this Act, unless the  
9 context otherwise requires:

10 "Acceptable technological means" includes, without  
11 limitation, electronic transmission over the Internet or other  
12 network, whether by direct connection, intranet, telecopier,  
13 or electronic mail.

14 "Association" or "common interest community association"  
15 means the association of all the members of a common interest  
16 community, acting pursuant to bylaws through its duly elected  
17 board of managers or board of directors.

18 "Board" means a common interest community association's  
19 board of managers or board of directors, whichever is  
20 applicable.

21 "Board member" or "member of the board" means a member of  
22 the board of managers or the board of directors, whichever is  
23 applicable.

1 "Board of directors" means, for a common interest community  
2 that has been incorporated as an Illinois not-for-profit  
3 corporation, the group of people elected by the members of a  
4 common interest community as the governing body to exercise for  
5 the members of the common interest community association all  
6 powers, duties, and authority vested in the board of directors  
7 under this Act and the common interest community association's  
8 declaration and bylaws.

9 "Board of managers" means, for a common interest community  
10 that is an unincorporated association, the group of people  
11 elected by the members of a common interest community as the  
12 governing body to exercise for the members of the common  
13 interest community association all powers, duties, and  
14 authority vested in the board of managers under this Act and  
15 the common interest community association's declaration and  
16 bylaws.

17 "Building" means all structures, attached or unattached,  
18 containing one or more units.

19 "Common areas" means the portion of the property other than  
20 a unit.

21 "Common expenses" means the proposed or actual expenses  
22 affecting the property, including reserves, if any, lawfully  
23 assessed by the common interest community association.

24 "Common interest community" means real estate other than a  
25 condominium or cooperative with respect to which any person by  
26 virtue of his or her ownership of a partial interest or a unit

1       therein is obligated to pay for the maintenance, improvement,  
2       insurance premiums or real estate taxes of common areas  
3       described in a declaration which is administered by an  
4       association. "Common interest community" may include, but not  
5       be limited to, an attached or detached townhome, villa, or  
6       single-family home. A "common interest community" does not  
7       include a master association.

8               "Community instruments" means all documents and authorized  
9       amendments thereto recorded by a developer or common interest  
10      community association, including, but not limited to, the  
11      declaration, bylaws, plat of survey, and rules and regulations.

12              "Declaration" means any duly recorded instruments, however  
13      designated, that have created a common interest community and  
14      any duly recorded amendments to those instruments.

15              "Developer" means any person who submits property legally  
16      or equitably owned in fee simple by the person to the  
17      provisions of this Act, or any person who offers units legally  
18      or equitably owned in fee simple by the person for sale in the  
19      ordinary course of such person's business, including any  
20      successor to such person's entire interest in the property  
21      other than the purchaser of an individual unit.

22              "Developer control" means such control at a time prior to  
23      the election of the board of the common interest community  
24      association by a majority of the members other than the  
25      developer.

26              "Electronic transmission" means any form of communication,

1 not directly involving the physical transmission of paper, that  
2 creates a record that may be retained, retrieved, and reviewed  
3 by a recipient and that may be directly reproduced in paper  
4 form by the recipient through an automated process.

5 "Majority" or "majority of the members" means the owners of  
6 more than 50% in the aggregate in interest of the undivided  
7 ownership of the common elements. Any specified percentage of  
8 the members means such percentage in the aggregate in interest  
9 of such undivided ownership. "Majority" or "majority of the  
10 members of the board of the common interest community  
11 association" means more than 50% of the total number of persons  
12 constituting such board pursuant to the bylaws. Any specified  
13 percentage of the members of the common interest community  
14 association means that percentage of the total number of  
15 persons constituting such board pursuant to the bylaws.

16 "Management company" or "community association manager"  
17 means a person, partnership, corporation, or other legal entity  
18 entitled to transact business on behalf of others, acting on  
19 behalf of or as an agent for an association for the purpose of  
20 carrying out the duties, responsibilities, and other  
21 obligations necessary for the day to day operation and  
22 management of any property subject to this Act.

23 "Meeting of the board" or "board meeting" means any  
24 gathering of a quorum of the members of the board of the common  
25 interest community association held for the purpose of  
26 conducting board business.

1 "Member" means the person or entity designated as an owner  
2 and entitled to one vote as defined by the community  
3 instruments. The terms "member" and "unit owner" may be used  
4 interchangeably as defined by the community instruments,  
5 except in situations in which a matter of legal title to the  
6 unit is involved or at issue, in which case the term "unit  
7 owner" would be the applicable term used.

8 "Membership" means the collective group of members  
9 entitled to vote as defined by the community instruments.

10 "Parcel" means the lot or lots or tract or tracts of land  
11 described in the declaration as part of a common interest  
12 community.

13 "Person" means a natural individual, corporation,  
14 partnership, trustee, or other legal entity capable of holding  
15 title to real property.

16 "Plat" means a plat or plats of survey of the parcel and of  
17 all units in the common interest community, which may consist  
18 of a three-dimensional horizontal and vertical delineation of  
19 all such units, structures, easements, and common areas on the  
20 property.

21 "Prescribed delivery method" means mailing, delivering,  
22 posting in an association publication that is routinely mailed  
23 to all members, electronic transmission, or any other delivery  
24 method that is approved in writing by the member and authorized  
25 by the community instruments.

26 "Property" means all the land, property, and space

1 comprising the parcel, all improvements and structures  
2 erected, constructed or contained therein or thereon,  
3 including any building and all easements, rights, and  
4 appurtenances belonging thereto, and all fixtures and  
5 equipment intended for the mutual use, benefit, or enjoyment of  
6 the members, under the authority or control of a common  
7 interest community association.

8 "Purchaser" means any person or persons, other than the  
9 developer, who purchase a unit in a bona fide transaction for  
10 value.

11 "Record" means to record in the office of the recorder of  
12 the county wherein the property is located.

13 "Reserves" means those sums paid by members which are  
14 separately maintained by the common interest community  
15 association for purposes specified by the declaration and  
16 bylaws of the common interest community association.

17 "Unit" means a part of the property designed and intended  
18 for any type of independent use.

19 "Unit owner" means the person or persons whose estates or  
20 interests, individually or collectively, aggregate fee simple  
21 absolute ownership of a unit.

22 (Source: P.A. 96-1400, eff. 7-29-10; 97-605, eff. 8-26-11;  
23 97-1090, eff. 8-24-12.)

24 (765 ILCS 160/1-25)

25 Sec. 1-25. Board of managers, board of directors, duties,

1 elections, and voting.

2 (a) Elections shall be held in accordance with the  
3 community instruments, provided that an election shall be held  
4 no less frequently than once every 24 months, for the board of  
5 managers or board of directors from among the membership of a  
6 common interest community association.

7 (b) (Blank).

8 (c) The members of the board shall serve without  
9 compensation, unless the community instruments indicate  
10 otherwise.

11 (d) No member of the board or officer shall be elected for  
12 a term of more than 4 years, but officers and board members may  
13 succeed themselves.

14 (e) If there is a vacancy on the board, the remaining  
15 members of the board may fill the vacancy by a two-thirds vote  
16 of the remaining board members until the next annual meeting of  
17 the membership or until members holding 20% of the votes of the  
18 association request a meeting of the members to fill the  
19 vacancy for the balance of the term. A meeting of the members  
20 shall be called for purposes of filling a vacancy on the board  
21 no later than 30 days following the filing of a petition signed  
22 by membership holding 20% of the votes of the association  
23 requesting such a meeting.

24 (f) There shall be an election of a:

25 (1) president from among the members of the board, who  
26 shall preside over the meetings of the board and of the

1 membership;

2 (2) secretary from among the members of the board, who  
3 shall keep the minutes of all meetings of the board and of  
4 the membership and who shall, in general, perform all the  
5 duties incident to the office of secretary; and

6 (3) treasurer from among the members of the board, who  
7 shall keep the financial records and books of account.

8 (g) If no election is held to elect board members within  
9 the time period specified in the bylaws, or within a reasonable  
10 amount of time thereafter not to exceed 90 days, then 20% of  
11 the members may bring an action to compel compliance with the  
12 election requirements specified in the bylaws. If the court  
13 finds that an election was not held to elect members of the  
14 board within the required period due to the bad faith acts or  
15 omissions of the board of managers or the board of directors,  
16 the members shall be entitled to recover their reasonable  
17 attorney's fees and costs from the association. If the relevant  
18 notice requirements have been met and an election is not held  
19 solely due to a lack of a quorum, then this subsection (g) does  
20 not apply.

21 (h) Where there is more than one owner of a unit and there  
22 is only one member vote associated with that unit, if only one  
23 of the multiple owners is present at a meeting of the  
24 membership, he or she is entitled to cast the member vote  
25 associated with that unit.

26 (h-5) A member may vote:



1 (1) by proxy executed in writing by the member or by  
2 his or her duly authorized attorney in fact, provided,  
3 however, that the proxy bears the date of execution. Unless  
4 the community instruments or the written proxy itself  
5 provide otherwise, proxies will not be valid for more than  
6 11 months after the date of its execution; or

7 (2) by submitting an association-issued ballot in  
8 person at the election meeting; or

9 (3) by submitting an association-issued ballot to the  
10 association or its designated agent by mail or other means  
11 of delivery specified in the declaration or bylaws; ~~or-~~

12 (4) by any electronic or acceptable technological  
13 means.

14 Votes cast under any paragraph of this subsection (h-5) are  
15 valid for the purpose of establishing a quorum.

16 (i) The association may, upon adoption of the appropriate  
17 rules by the board, conduct elections by electronic or  
18 acceptable technological means. Members may not vote by proxy  
19 in board elections. Instructions regarding the use of  
20 electronic means or acceptable technological means for voting  
21 shall be distributed to all members not less than 10 and not  
22 more than 30 days before the election meeting. The instruction  
23 notice must include the names of all candidates who have given  
24 the board or its authorized agent timely written notice of  
25 their candidacy and must give the person voting through  
26 electronic or acceptable technological means the opportunity

1 to cast votes for candidates whose names do not appear on the  
2 ballot. The board rules shall provide and the instructions  
3 provided to the member shall state that a member who submits a  
4 vote using electronic or acceptable technological means may  
5 request and cast a ballot in person at the election meeting,  
6 and thereby void any vote previously submitted by that member.  
7 ~~secret ballot, distributed by the association, whereby the~~  
8 ~~voting ballot is marked only with the voting interest for the~~  
9 ~~member and the vote itself, provided that the association shall~~  
10 ~~further adopt rules to verify the status of the member casting~~  
11 ~~a ballot and provided further that proxies shall not be~~  
12 ~~allowed. A candidate for election to the board or such~~  
13 ~~candidate's representative shall have the right to be present~~  
14 ~~at the counting of ballots at such election.~~

15 (j) Upon proof of purchase, the purchaser of a unit from a  
16 seller other than the developer pursuant to an installment  
17 contract for purchase shall, during such times as he or she  
18 resides in the unit, be counted toward a quorum for purposes of  
19 election of members of the board at any meeting of the  
20 membership called for purposes of electing members of the  
21 board, shall have the right to vote for the members of the  
22 board of the common interest community association and to be  
23 elected to and serve on the board unless the seller expressly  
24 retains in writing any or all of such rights.

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

1 (765 ILCS 160/1-85 new)

2 Sec. 1-85. Use of technology.

3 (a) Any notice required to be sent or received or  
4 signature, vote, consent, or approval required to be obtained  
5 under any community instrument or any provision of this Act may  
6 be accomplished using the most advanced technology available at  
7 that time. This Section governs the use of technology in  
8 implementing the provisions of any community instrument or any  
9 provision of this Act concerning notices, signatures, votes,  
10 consents, or approvals.

11 (b) The common interest community association, unit  
12 owners, and other persons entitled to occupy a unit may perform  
13 any obligation or exercise any right under any community  
14 instrument or any provision of this Act by use of any  
15 technological means that provides sufficient security,  
16 reliability, identification, and verifiability.

17 (c) A verifiable electronic signature satisfies any  
18 requirement for a signature under any community instrument or  
19 any provision of this Act.

20 (d) Voting on, consent to, and approval of any matter under  
21 any community instrument or any provision of this Act may be  
22 accomplished by electronic transmission or other equivalent  
23 technological means, provided that a record is created as  
24 evidence thereof and maintained as long as the record would be  
25 required to be maintained in nonelectronic form.

1       (e) Subject to other provisions of law, no action required  
2       or permitted by any community instrument or any provision of  
3       this Act need be acknowledged before a notary public if the  
4       identity and signature of the person can otherwise be  
5       authenticated to the satisfaction of the board of directors.

6       (f) If any person does not have the capability or desire to  
7       conduct business using electronic transmission or other  
8       equivalent technological means, the common interest community  
9       association shall make reasonable accommodation, at its  
10       expense, for the person to conduct business with the common  
11       interest community association without the use of electronic or  
12       other means.

13       (g) This Section does not apply to any notices required  
14       under Article IX of the Code of Civil Procedure related to: (i)  
15       an action by the common interest community association to  
16       collect a common expense; or (ii) foreclosure proceedings in  
17       enforcement of any lien rights under this Act.

18       Section 10. The Condominium Property Act is amended by  
19       changing Sections 2 and 18 and by adding Section 18.8 as  
20       follows:

21       (765 ILCS 605/2) (from Ch. 30, par. 302)

22       Sec. 2. Definitions. As used in this Act, unless the  
23       context otherwise requires:

24       (a) "Declaration" means the instrument by which the

1 property is submitted to the provisions of this Act, as  
2 hereinafter provided, and such declaration as from time to time  
3 amended.

4 (b) "Parcel" means the lot or lots, tract or tracts of  
5 land, described in the declaration, submitted to the provisions  
6 of this Act.

7 (c) "Property" means all the land, property and space  
8 comprising the parcel, all improvements and structures  
9 erected, constructed or contained therein or thereon,  
10 including the building and all easements, rights and  
11 appurtenances belonging thereto, and all fixtures and  
12 equipment intended for the mutual use, benefit or enjoyment of  
13 the unit owners, submitted to the provisions of this Act.

14 (d) "Unit" means a part of the property designed and  
15 intended for any type of independent use.

16 (e) "Common Elements" means all portions of the property  
17 except the units, including limited common elements unless  
18 otherwise specified.

19 (f) "Person" means a natural individual, corporation,  
20 partnership, trustee or other legal entity capable of holding  
21 title to real property.

22 (g) "Unit Owner" means the person or persons whose estates  
23 or interests, individually or collectively, aggregate fee  
24 simple absolute ownership of a unit, or, in the case of a  
25 leasehold condominium, the lessee or lessees of a unit whose  
26 leasehold ownership of the unit expires simultaneously with the

1 lease described in item (x) of this Section.

2 (h) "Majority" or "majority of the unit owners" means the  
3 owners of more than 50% in the aggregate in interest of the  
4 undivided ownership of the common elements. Any specified  
5 percentage of the unit owners means such percentage in the  
6 aggregate in interest of such undivided ownership. "Majority"  
7 or "majority of the members of the board of managers" means  
8 more than 50% of the total number of persons constituting such  
9 board pursuant to the bylaws. Any specified percentage of the  
10 members of the board of managers means that percentage of the  
11 total number of persons constituting such board pursuant to the  
12 bylaws.

13 (i) "Plat" means a plat or plats of survey of the parcel  
14 and of all units in the property submitted to the provisions of  
15 this Act, which may consist of a three-dimensional horizontal  
16 and vertical delineation of all such units.

17 (j) "Record" means to record in the office of the recorder  
18 or, whenever required, to file in the office of the Registrar  
19 of Titles of the county wherein the property is located.

20 (k) "Conversion Condominium" means a property which  
21 contains structures, excepting those newly constructed and  
22 intended for condominium ownership, which are, or have  
23 previously been, wholly or partially occupied before recording  
24 of condominium instruments by persons other than those who have  
25 contracted for the purchase of condominiums.

26 (l) "Condominium Instruments" means all documents and

1 authorized amendments thereto recorded pursuant to the  
2 provisions of the Act, including the declaration, bylaws and  
3 plat.

4 (m) "Common Expenses" means the proposed or actual expenses  
5 affecting the property, including reserves, if any, lawfully  
6 assessed by the Board of Managers of the Unit Owner's  
7 Association.

8 (n) "Reserves" means those sums paid by unit owners which  
9 are separately maintained by the board of managers for purposes  
10 specified by the board of managers or the condominium  
11 instruments.

12 (o) "Unit Owners' Association" or "Association" means the  
13 association of all the unit owners, acting pursuant to bylaws  
14 through its duly elected board of managers.

15 (p) "Purchaser" means any person or persons other than the  
16 Developer who purchase a unit in a bona fide transaction for  
17 value.

18 (q) "Developer" means any person who submits property  
19 legally or equitably owned in fee simple by the developer, or  
20 leased to the developer under a lease described in item (x) of  
21 this Section, to the provisions of this Act, or any person who  
22 offers units legally or equitably owned in fee simple by the  
23 developer, or leased to the developer under a lease described  
24 in item (x) of this Section, for sale in the ordinary course of  
25 such person's business, including any successor or successors  
26 to such developers' entire interest in the property other than

1 the purchaser of an individual unit.

2 (r) "Add-on Condominium" means a property to which  
3 additional property may be added in accordance with condominium  
4 instruments and this Act.

5 (s) "Limited Common Elements" means a portion of the common  
6 elements so designated in the declaration as being reserved for  
7 the use of a certain unit or units to the exclusion of other  
8 units, including but not limited to balconies, terraces, patios  
9 and parking spaces or facilities.

10 (t) "Building" means all structures, attached or  
11 unattached, containing one or more units.

12 (u) "Master Association" means an organization described  
13 in Section 18.5 whether or not it is also an association  
14 described in Section 18.3.

15 (v) "Developer Control" means such control at a time prior  
16 to the election of the Board of Managers provided for in  
17 Section 18.2(b) of this Act.

18 (w) "Meeting of Board of Managers or Board of Master  
19 Association" means any gathering of a quorum of the members of  
20 the Board of Managers or Board of the Master Association held  
21 for the purpose of conducting board business.

22 (x) "Leasehold Condominium" means a property submitted to  
23 the provisions of this Act which is subject to a lease, the  
24 expiration or termination of which would terminate the  
25 condominium and the lessor of which is (i) exempt from taxation  
26 under Section 501(c)(3) of the Internal Revenue Code of 1986,



1 as amended, (ii) a limited liability company whose sole member  
2 is exempt from taxation under Section 501 (c)(3) of the  
3 Internal Revenue Code of 1986, as amended, or (iii) a Public  
4 Housing Authority created pursuant to the Housing Authorities  
5 Act that is located in a municipality having a population in  
6 excess of 1,000,000 inhabitants.

7 (y) "Electronic transmission" means any form of  
8 communication, not directly involving the physical  
9 transmission of paper, that creates a record that may be  
10 retained, retrieved, and reviewed by a recipient and that may  
11 be directly reproduced in paper form by the recipient through  
12 an automated process.

13 (z) "Acceptable technological means" includes, without  
14 limitation, electronic transmission over the Internet or other  
15 network, whether by direct connection, intranet, telecopier,  
16 or electronic mail.

17 (Source: P.A. 93-474, eff. 8-8-03.)

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

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

21 (a) (1) The election from among the unit owners of a board  
22 of managers, the number of persons constituting such board,  
23 and that the terms of at least one-third of the members of  
24 the board shall expire annually and that all members of the  
25 board shall be elected at large. If there are multiple

1 owners of a single unit, only one of the multiple owners  
2 shall be eligible to serve as a member of the board at any  
3 one time.

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

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

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

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

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

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

26 (8) (i) that each unit owner shall receive notice, in

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

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

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

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

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

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

23 (12) the designation of an officer to mail and receive  
24 all notices and execute amendments to condominium  
25 instruments as provided for in this Act and in the  
26 condominium instruments;

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

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

18          (15) provisions concerning notice of board meetings to  
19          members of the board;

20          (16) the board of managers may not enter into a  
21          contract with a current board member or with a corporation  
22          or partnership in which a board member or a member of the  
23          board member's immediate family has 25% or more interest,  
24          unless notice of intent to enter the contract is given to  
25          unit owners within 20 days after a decision is made to  
26          enter into the contract and the unit owners are afforded an

1 opportunity by filing a petition, signed by 20% of the unit  
2 owners, for an election to approve or disapprove the  
3 contract; such petition shall be filed within 20 days after  
4 such notice and such election shall be held within 30 days  
5 after filing the petition; for purposes of this subsection,  
6 a board member's immediate family means the board member's  
7 spouse, parents, and children;

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

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

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

25 (20) that the board of managers may establish and  
26 maintain a system of master metering of public utility

1 services and collect payments in connection therewith,  
2 subject to the requirements of the Tenant Utility Payment  
3 Disclosure Act.

4 (b) (1) What percentage of the unit owners, if other than  
5 20%, shall constitute a quorum provided that, for  
6 condominiums with 20 or more units, the percentage of unit  
7 owners constituting a quorum shall be 20% unless the unit  
8 owners holding a majority of the percentage interest in the  
9 association provide for a higher percentage, provided that  
10 in voting on amendments to the association's bylaws, a unit  
11 owner who is in arrears on the unit owner's regular or  
12 separate assessments for 60 days or more, shall not be  
13 counted for purposes of determining if a quorum is present,  
14 but that unit owner retains the right to vote on amendments  
15 to the association's bylaws;

16 (2) that the association shall have one class of  
17 membership;

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

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

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

25 (6) that written notice of any membership meeting shall  
26 be mailed or delivered giving members no less than 10 and



1 no more than 30 days notice of the time, place and purpose  
2 of such meeting except that notice may be sent, to the  
3 extent the condominium instruments or rules adopted  
4 thereunder expressly so provide, by electronic  
5 transmission consented to by the unit owner to whom the  
6 notice is given, provided the director and officer or his  
7 agent certifies in writing to the delivery by electronic  
8 transmission;

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

17 (8) that, where there is more than one owner of a unit,  
18 if only one of the multiple owners is present at a meeting  
19 of the association, he is entitled to cast all the votes  
20 allocated to that unit, if more than one of the multiple  
21 owners are present, the votes allocated to that unit may be  
22 cast only in accordance with the agreement of a majority in  
23 interest of the multiple owners, unless the declaration  
24 expressly provides otherwise, that there is majority  
25 agreement if any one of the multiple owners cast the votes  
26 allocated to that unit without protest being made promptly

1 to the person presiding over the meeting by any of the  
2 other owners of the unit;

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

19 (B) that if a rule adopted at least 120 days before a  
20 board election or the declaration or bylaws provide for  
21 balloting as set forth in this subsection, unit owners may  
22 not vote by proxy in board elections, but may vote only (i)  
23 by submitting an association-issued ballot in person at the  
24 election meeting or (ii) by submitting an  
25 association-issued ballot to the association or its  
26 designated agent by mail or other means of delivery

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

21 (B-5) that if a rule adopted at least 120 days before a  
22 board election or the declaration or bylaws provide for  
23 balloting as set forth in this subparagraph, unit owners  
24 may not vote by proxy in board elections, but may vote only  
25 (i) by submitting an association-issued ballot in person at  
26 the election meeting; or (ii) by any acceptable

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

21 (C) that if a written petition by unit owners with at  
22 least 20% of the votes of the association is delivered to  
23 the board within 14 days after the board's approval of a  
24 rule adopted pursuant to subparagraph (B) or subparagraph  
25 (B-5) of this paragraph (9), the board shall call a meeting  
26 of the unit owners within 30 days after the date of

1 delivery of the petition; that unless a majority of the  
2 total votes of the unit owners are cast at the meeting to  
3 reject the rule, the rule is ratified;

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

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

18 (11) that in the event of a resale of a condominium  
19 unit the purchaser of a unit from a seller other than the  
20 developer pursuant to an installment contract for purchase  
21 shall during such times as he or she resides in the unit be  
22 counted toward a quorum for purposes of election of members  
23 of the board of managers at any meeting of the unit owners  
24 called for purposes of electing members of the board, shall  
25 have the right to vote for the election of members of the  
26 board of managers and to be elected to and serve on the

1 board of managers unless the seller expressly retains in  
2 writing any or all of such rights. In no event may the  
3 seller and purchaser both be counted toward a quorum, be  
4 permitted to vote for a particular office or be elected and  
5 serve on the board. Satisfactory evidence of the  
6 installment contact shall be made available to the  
7 association or its agents. For purposes of this subsection,  
8 "installment contact" shall have the same meaning as set  
9 forth in Section 1 (e) of "An Act relating to installment  
10 contracts to sell dwelling structures", approved August  
11 11, 1967, as amended;

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

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

21 (i) merger or consolidation of the association;

22 (ii) sale, lease, exchange, or other disposition  
23 (excluding the mortgage or pledge) of all, or  
24 substantially all of the property and assets of the  
25 association; and

26 (iii) the purchase or sale of land or of units on

1           behalf of all unit owners.

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

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

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

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

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

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

19 For the purpose of this subsection a management company  
20 shall be defined as a person, partnership, corporation, or  
21 other legal entity entitled to transact business on behalf of  
22 others, acting on behalf of or as an agent for a unit owner,  
23 unit owners or association of unit owners for the purpose of  
24 carrying out the duties, responsibilities, and other  
25 obligations necessary for the day to day operation and  
26 management of any property subject to this Act. For purposes of



1 this subsection, the term "fiduciary insurance coverage" shall  
2 be defined as both a fidelity bond and directors and officers  
3 liability coverage, the fidelity bond in the full amount of  
4 association funds and association reserves that will be in the  
5 custody of the association, and the directors and officers  
6 liability coverage at a level as shall be determined to be  
7 reasonable by the board of managers, if not otherwise  
8 established by the declaration or by laws.

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

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

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

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

25       (k) Such restrictions on and requirements respecting the  
26 use and maintenance of the units and the use of the common

1 elements, not set forth in the declaration, as are designed to  
2 prevent unreasonable interference with the use of their  
3 respective units and of the common elements by the several unit  
4 owners.

5 (l) Method of adopting and of amending administrative rules  
6 and regulations governing the operation and use of the common  
7 elements.

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

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

1 Procedure for failure of the lessor-owner to comply with the  
2 leasing requirements prescribed by this Section or by the  
3 declaration, bylaws, and rules and regulations. The board of  
4 managers may proceed directly against a tenant, at law or in  
5 equity, or under the provisions of Article IX of the Code of  
6 Civil Procedure, for any other breach by tenant of any  
7 covenants, rules, regulations or bylaws.

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

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

1 a determination of whether 30% or fewer of the units, by  
2 number, possess over 50% in the aggregate of the votes in the  
3 association, a unit shall not include a garage unit or a  
4 storage unit.

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

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

18 (Source: P.A. 95-624, eff. 6-1-08; 96-55, eff. 1-1-10; 96-977,  
19 eff. 7-2-10.)

20 (765 ILCS 605/18.8 new)

21 Sec. 18.8. Use of technology.

22 (a) Any notice required to be sent or received or  
23 signature, vote, consent, or approval required to be obtained  
24 under any condominium instrument or any provision of this Act  
25 may be accomplished using the most advanced technology

1 available at that time. This Section shall govern the use of  
2 technology in implementing the provisions of any condominium  
3 instrument or any provision of this Act concerning notices,  
4 signatures, votes, consents, or approvals.

5 (b) The association, unit owners, and other persons  
6 entitled to occupy a unit may perform any obligation or  
7 exercise any right under any condominium instrument or any  
8 provision of this Act by use of any technological means that  
9 provides sufficient security, reliability, identification, and  
10 verifiability.

11 (c) A verifiable electronic signature satisfies any  
12 requirement for a signature under any condominium instrument or  
13 any provision of this Act.

14 (d) Voting on, consent to, and approval of any matter under  
15 any condominium instrument or any provision of this Act may be  
16 accomplished by electronic transmission or other equivalent  
17 technological means, provided that a record is created as  
18 evidence thereof and maintained as long as the record would be  
19 required to be maintained in nonelectronic form.

20 (e) Subject to other provisions of law, no action required  
21 or permitted by any condominium instrument or any provision of  
22 this Act need be acknowledged before a notary public if the  
23 identity and signature of the person can otherwise be  
24 authenticated to the satisfaction of the board of directors or  
25 board of managers.

26 (f) If any person does not have the capability or desire to

1 conduct business using electronic transmission or other  
2 equivalent technological means, the association shall make  
3 reasonable accommodation, at its expense, for the person to  
4 conduct business with the association without the use of  
5 electronic or other means.

6 (g) This Section does not apply to any notices required  
7 under Article IX of the Code of Civil Procedure related to: (i)  
8 an action by the association to collect a common expense; or  
9 (ii) foreclosure proceedings in enforcement of any lien rights  
10 under this Act.