



Sen. William R. Haine

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LRB099 16668 HEP 45384 a

1 AMENDMENT TO SENATE BILL 2354

2 AMENDMENT NO. _____. Amend Senate Bill 2354 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Common Interest Community Association Act
5 is amended by changing Section 1-40 as follows:

6 (765 ILCS 160/1-40)

7 Sec. 1-40. Meetings.

8 (a) Notice of any membership meeting shall be given
9 detailing the time, place, and purpose of such meeting no less
10 than 10 and no more than 30 days prior to the meeting through a
11 prescribed delivery method.

12 (b) Meetings.

13 (1) Twenty percent of the membership shall constitute a
14 quorum, unless the community instruments indicate a lesser
15 amount.

16 (2) The membership shall hold an annual meeting. The

1 board of directors may be elected at the annual meeting.

2 (3) Special meetings of the board may be called by the
3 president, by 25% of the members of the board, or by any
4 other method that is prescribed in the community
5 instruments. Special meetings of the membership may be
6 called by the president, the board, 20% of the membership,
7 or any other method that is prescribed in the community
8 instruments.

9 (4) Except to the extent otherwise provided by this
10 Act, the board shall give the members notice of all board
11 meetings at least 48 hours prior to the meeting by sending
12 notice by using a prescribed delivery method or by posting
13 copies of notices of meetings in entranceways, elevators,
14 or other conspicuous places in the common areas of the
15 common interest community at least 48 hours prior to the
16 meeting except where there is no common entranceway for 7
17 or more units, the board may designate one or more
18 locations in the proximity of these units where the notices
19 of meetings shall be posted. The board shall give members
20 notice of any board meeting, through a prescribed delivery
21 method, concerning the adoption of (i) the proposed annual
22 budget, (ii) regular assessments, or (iii) a separate or
23 special assessment within 10 to 60 days prior to the
24 meeting, unless otherwise provided in Section 1-45 (a) or
25 any other provision of this Act.

26 (5) Meetings of the board shall be open to any unit

1 owner, except that the board may close any portion of a
2 noticed meeting or meet separately from a noticed meeting:
3 ~~for the portion of any meeting held~~ (i) to discuss
4 litigation when an action against or on behalf of the
5 particular association has been filed and is pending in a
6 court or administrative tribunal, or when the common
7 interest community association finds that such an action is
8 probable or imminent, (ii) to discuss ~~consider~~ third party
9 contracts or information regarding appointment,
10 employment, engagement, or dismissal of an employee,
11 independent contractor, agent, or other provider of goods
12 and services, (iii) to interview a potential employee,
13 independent contractor, agent, or other provider of goods
14 and services, (iv), or (iii) to discuss violations of rules
15 and regulations of the association, (v) to discuss ~~or~~ a
16 member's or unit owner's unpaid share of common expenses,
17 or (vi) to consult with the association's legal counsel.
18 Any vote on these matters shall be taken at a meeting or
19 portion thereof open to any member.

20 (6) The board must reserve a portion of the meeting of
21 the board for comments by members; provided, however, the
22 duration and meeting order for the member comment period is
23 within the sole discretion of the board.

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

1 Section 10. The Condominium Property Act is amended by
2 changing Section 18 as follows:

3 (765 ILCS 605/18) (from Ch. 30, par. 318)

4 (Text of Section before amendment by P.A. 99-472)

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

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

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

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

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

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

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

25 (7) that the board of managers shall annually supply to all

1 unit owners an itemized accounting of the common expenses for
2 the preceding year actually incurred or paid, together with an
3 indication of which portions were for reserves, capital
4 expenditures or repairs or payment of real estate taxes and
5 with a tabulation of the amounts collected pursuant to the
6 budget or assessment, and showing the net excess or deficit of
7 income over expenditures plus reserves;

8 (8) (i) that each unit owner shall receive notice, in the
9 same manner as is provided in this Act for membership meetings,
10 of any meeting of the board of managers concerning the adoption
11 of the proposed annual budget and regular assessments pursuant
12 thereto or to adopt a separate (special) assessment, (ii) that
13 except as provided in subsection (iv) below, if an adopted
14 budget or any separate assessment adopted by the board would
15 result in the sum of all regular and separate assessments
16 payable in the current fiscal year exceeding 115% of the sum of
17 all regular and separate assessments payable during the
18 preceding fiscal year, the board of managers, upon written
19 petition by unit owners with 20 percent of the votes of the
20 association delivered to the board within 14 days of the board
21 action, shall call a meeting of the unit owners within 30 days
22 of the date of delivery of the petition to consider the budget
23 or separate assessment; unless a majority of the total votes of
24 the unit owners are cast at the meeting to reject the budget or
25 separate assessment, it is ratified, (iii) that any common
26 expense not set forth in the budget or any increase in

1 assessments over the amount adopted in the budget shall be
2 separately assessed against all unit owners, (iv) that separate
3 assessments for expenditures relating to emergencies or
4 mandated by law may be adopted by the board of managers without
5 being subject to unit owner approval or the provisions of item
6 (ii) above or item (v) below. As used herein, "emergency" means
7 an immediate danger to the structural integrity of the common
8 elements or to the life, health, safety or property of the unit
9 owners, (v) that assessments for additions and alterations to
10 the common elements or to association-owned property not
11 included in the adopted annual budget, shall be separately
12 assessed and are subject to approval of two-thirds of the total
13 votes of all unit owners, (vi) that the board of managers may
14 adopt separate assessments payable over more than one fiscal
15 year. With respect to multi-year assessments not governed by
16 items (iv) and (v), the entire amount of the multi-year
17 assessment shall be deemed considered and authorized in the
18 first fiscal year in which the assessment is approved;

19 (9) that meetings of the board of managers shall be open to
20 any unit owner, except for the portion of any meeting held (i)
21 to discuss litigation when an action against or on behalf of
22 the particular association has been filed and is pending in a
23 court or administrative tribunal, or when the board of managers
24 finds that such an action is probable or imminent, (ii) to
25 consider information regarding appointment, employment or
26 dismissal of an employee, or (iii) to discuss violations of

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

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

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

25 (12) the designation of an officer to mail and receive all
26 notices and execute amendments to condominium instruments as

1 provided for in this Act and in the condominium instruments;

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

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

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

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

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

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

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

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

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

1 (b) (1) What percentage of the unit owners, if other than
2 20%, shall constitute a quorum provided that, for condominiums
3 with 20 or more units, the percentage of unit owners
4 constituting a quorum shall be 20% unless the unit owners
5 holding a majority of the percentage interest in the
6 association provide for a higher percentage, provided that in
7 voting on amendments to the association's bylaws, a unit owner
8 who is in arrears on the unit owner's regular or separate
9 assessments for 60 days or more, shall not be counted for
10 purposes of determining if a quorum is present, but that unit
11 owner retains the right to vote on amendments to the
12 association's bylaws;

13 (2) that the association shall have one class of
14 membership;

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

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

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

21 (6) that written notice of any membership meeting shall be
22 mailed or delivered giving members no less than 10 and no more
23 than 30 days notice of the time, place and purpose of such
24 meeting except that notice may be sent, to the extent the
25 condominium instruments or rules adopted thereunder expressly
26 so provide, by electronic transmission consented to by the unit

1 owner to whom the notice is given, provided the director and
2 officer or his agent certifies in writing to the delivery by
3 electronic transmission;

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

11 (8) that, where there is more than one owner of a unit, if
12 only one of the multiple owners is present at a meeting of the
13 association, he is entitled to cast all the votes allocated to
14 that unit, if more than one of the multiple owners are present,
15 the votes allocated to that unit may be cast only in accordance
16 with the agreement of a majority in interest of the multiple
17 owners, unless the declaration expressly provides otherwise,
18 that there is majority agreement if any one of the multiple
19 owners cast the votes allocated to that unit without protest
20 being made promptly to the person presiding over the meeting by
21 any of the other owners of the unit;

22 (9) (A) except as provided in subparagraph (B) of this
23 paragraph (9) in connection with board elections, that a unit
24 owner may vote by proxy executed in writing by the unit owner
25 or by his duly authorized attorney in fact; that the proxy must
26 bear the date of execution and, unless the condominium

1 instruments or the written proxy itself provide otherwise, is
2 invalid after 11 months from the date of its execution; to the
3 extent the condominium instruments or rules adopted thereunder
4 expressly so provide, a vote or proxy may be submitted by
5 electronic transmission, provided that any such electronic
6 transmission shall either set forth or be submitted with
7 information from which it can be determined that the electronic
8 transmission was authorized by the unit owner or the unit
9 owner's proxy;

10 (B) that if a rule adopted at least 120 days before a board
11 election or the declaration or bylaws provide for balloting as
12 set forth in this subsection, unit owners may not vote by proxy
13 in board elections, but may vote only (i) by submitting an
14 association-issued ballot in person at the election meeting or
15 (ii) by submitting an association-issued ballot to the
16 association or its designated agent by mail or other means of
17 delivery specified in the declaration, bylaws, or rule; that
18 the ballots shall be mailed or otherwise distributed to unit
19 owners not less than 10 and not more than 30 days before the
20 election meeting, and the board shall give unit owners not less
21 than 21 days' prior written notice of the deadline for
22 inclusion of a candidate's name on the ballots; that the
23 deadline shall be no more than 7 days before the ballots are
24 mailed or otherwise distributed to unit owners; that every such
25 ballot must include the names of all candidates who have given
26 the board or its authorized agent timely written notice of

1 their candidacy and must give the person casting the ballot the
2 opportunity to cast votes for candidates whose names do not
3 appear on the ballot; that a ballot received by the association
4 or its designated agent after the close of voting shall not be
5 counted; that a unit owner who submits a ballot by mail or
6 other means of delivery specified in the declaration, bylaws,
7 or rule may request and cast a ballot in person at the election
8 meeting, and thereby void any ballot previously submitted by
9 that unit owner;

10 (B-5) that if a rule adopted at least 120 days before a
11 board election or the declaration or bylaws provide for
12 balloting as set forth in this subparagraph, unit owners may
13 not vote by proxy in board elections, but may vote only (i) by
14 submitting an association-issued ballot in person at the
15 election meeting; or (ii) by any acceptable technological means
16 as defined in Section 2 of this Act; instructions regarding the
17 use of electronic means for voting shall be distributed to all
18 unit owners not less than 10 and not more than 30 days before
19 the election meeting, and the board shall give unit owners not
20 less than 21 days' prior written notice of the deadline for
21 inclusion of a candidate's name on the ballots; the deadline
22 shall be no more than 7 days before the instructions for voting
23 using electronic or acceptable technological means is
24 distributed to unit owners; every instruction notice must
25 include the names of all candidates who have given the board or
26 its authorized agent timely written notice of their candidacy

1 and must give the person voting through electronic or
2 acceptable technological means the opportunity to cast votes
3 for candidates whose names do not appear on the ballot; a unit
4 owner who submits a vote using electronic or acceptable
5 technological means may request and cast a ballot in person at
6 the election meeting, thereby voiding any vote previously
7 submitted by that unit owner;

8 (C) that if a written petition by unit owners with at least
9 20% of the votes of the association is delivered to the board
10 within 14 days after the board's approval of a rule adopted
11 pursuant to subparagraph (B) or subparagraph (B-5) of this
12 paragraph (9), the board shall call a meeting of the unit
13 owners within 30 days after the date of delivery of the
14 petition; that unless a majority of the total votes of the unit
15 owners are cast at the meeting to reject the rule, the rule is
16 ratified;

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

21 (10) that the association may, upon adoption of the
22 appropriate rules by the board of managers, conduct elections
23 by secret ballot whereby the voting ballot is marked only with
24 the percentage interest for the unit and the vote itself,
25 provided that the board further adopt rules to verify the
26 status of the unit owner issuing a proxy or casting a ballot;

1 and further, that a candidate for election to the board of
2 managers or such candidate's representative shall have the
3 right to be present at the counting of ballots at such
4 election;

5 (11) that in the event of a resale of a condominium unit
6 the purchaser of a unit from a seller other than the developer
7 pursuant to an installment contract for purchase shall during
8 such times as he or she resides in the unit be counted toward a
9 quorum for purposes of election of members of the board of
10 managers at any meeting of the unit owners called for purposes
11 of electing members of the board, shall have the right to vote
12 for the election of members of the board of managers and to be
13 elected to and serve on the board of managers unless the seller
14 expressly retains in writing any or all of such rights. In no
15 event may the seller and purchaser both be counted toward a
16 quorum, be permitted to vote for a particular office or be
17 elected and serve on the board. Satisfactory evidence of the
18 installment contract ~~contract~~ shall be made available to the
19 association or its agents. For purposes of this subsection,
20 "installment contract" ~~contract~~ shall have the same meaning as
21 set forth in Section 1 (e) of the Dwelling Unit Installment
22 Contract Act ~~"An Act relating to installment contracts to sell~~
23 ~~dwelling structures", approved August 11, 1967, as amended;~~

24 (12) the method by which matters subject to the approval of
25 unit owners set forth in this Act, or in the condominium
26 instruments, will be submitted to the unit owners at special

1 membership meetings called for such purposes; and

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

5 (i) merger or consolidation of the association;

6 (ii) sale, lease, exchange, or other disposition
7 (excluding the mortgage or pledge) of all, or substantially
8 all of the property and assets of the association; and

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

11 (c) Election of a president from among the board of
12 managers, who shall preside over the meetings of the board of
13 managers and of the unit owners.

14 (d) Election of a secretary from among the board of
15 managers, who shall keep the minutes of all meetings of the
16 board of managers and of the unit owners and who shall, in
17 general, perform all the duties incident to the office of
18 secretary.

19 (e) Election of a treasurer from among the board of
20 managers, who shall keep the financial records and books of
21 account.

22 (f) Maintenance, repair and replacement of the common
23 elements and payments therefor, including the method of
24 approving payment vouchers.

25 (g) An association with 30 or more units shall obtain and
26 maintain fidelity insurance covering persons who control or

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

1 of the management company.

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

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

24 (h) Method of estimating the amount of the annual budget,
25 and the manner of assessing and collecting from the unit owners
26 their respective shares of such estimated expenses, and of any

1 other expenses lawfully agreed upon.

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

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

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

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

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

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

1 83-1271) ~~this amendatory Act of 1984.~~

2 (ii) With regard to any lease entered into subsequent to
3 July 1, 1990 (the effective date of Public Act 86-991) ~~this~~
4 ~~amendatory Act of 1989~~, the unit owner leasing the unit shall
5 deliver a copy of the signed lease to the board or if the lease
6 is oral, a memorandum of the lease, not later than the date of
7 occupancy or 10 days after the lease is signed, whichever
8 occurs first. In addition to any other remedies, by filing an
9 action jointly against the tenant and the unit owner, an
10 association may seek to enjoin a tenant from occupying a unit
11 or seek to evict a tenant under the provisions of Article IX of
12 the Code of Civil Procedure for failure of the lessor-owner to
13 comply with the leasing requirements prescribed by this Section
14 or by the declaration, bylaws, and rules and regulations. The
15 board of managers may proceed directly against a tenant, at law
16 or in equity, or under the provisions of Article IX of the Code
17 of Civil Procedure, for any other breach by tenant of any
18 covenants, rules, regulations or bylaws.

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

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

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

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

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

1 provisions required by this Section shall be deemed to
2 incorporate such provisions by operation of law.

3 (Source: P.A. 98-1042, eff. 1-1-15; revised 10-19-15.)

4 (Text of Section after amendment by P.A. 99-472)

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

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

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

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

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

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

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

25 (7) that the board of managers shall annually supply to all

1 unit owners an itemized accounting of the common expenses for
2 the preceding year actually incurred or paid, together with an
3 indication of which portions were for reserves, capital
4 expenditures or repairs or payment of real estate taxes and
5 with a tabulation of the amounts collected pursuant to the
6 budget or assessment, and showing the net excess or deficit of
7 income over expenditures plus reserves;

8 (8) (i) that each unit owner shall receive notice, in the
9 same manner as is provided in this Act for membership meetings,
10 of any meeting of the board of managers concerning the adoption
11 of the proposed annual budget and regular assessments pursuant
12 thereto or to adopt a separate (special) assessment, (ii) that
13 except as provided in subsection (iv) below, if an adopted
14 budget or any separate assessment adopted by the board would
15 result in the sum of all regular and separate assessments
16 payable in the current fiscal year exceeding 115% of the sum of
17 all regular and separate assessments payable during the
18 preceding fiscal year, the board of managers, upon written
19 petition by unit owners with 20 percent of the votes of the
20 association delivered to the board within 14 days of the board
21 action, shall call a meeting of the unit owners within 30 days
22 of the date of delivery of the petition to consider the budget
23 or separate assessment; unless a majority of the total votes of
24 the unit owners are cast at the meeting to reject the budget or
25 separate assessment, it is ratified, (iii) that any common
26 expense not set forth in the budget or any increase in

1 assessments over the amount adopted in the budget shall be
2 separately assessed against all unit owners, (iv) that separate
3 assessments for expenditures relating to emergencies or
4 mandated by law may be adopted by the board of managers without
5 being subject to unit owner approval or the provisions of item
6 (ii) above or item (v) below. As used herein, "emergency" means
7 an immediate danger to the structural integrity of the common
8 elements or to the life, health, safety or property of the unit
9 owners, (v) that assessments for additions and alterations to
10 the common elements or to association-owned property not
11 included in the adopted annual budget, shall be separately
12 assessed and are subject to approval of two-thirds of the total
13 votes of all unit owners, (vi) that the board of managers may
14 adopt separate assessments payable over more than one fiscal
15 year. With respect to multi-year assessments not governed by
16 items (iv) and (v), the entire amount of the multi-year
17 assessment shall be deemed considered and authorized in the
18 first fiscal year in which the assessment is approved;

19 (9) (A) that every meeting of the board of managers shall be
20 open to any unit owner, except that the board may close any
21 portion of a noticed meeting or meet separately from a noticed
22 meeting ~~for the portion of any meeting held to discuss or~~
23 ~~consider information relating~~ to: (i) discuss litigation when
24 an action against or on behalf of the particular association
25 has been filed and is pending in a court or administrative
26 tribunal, or when the board of managers finds that such an

1 action is probable or imminent, (ii) discuss the appointment,
2 employment, engagement, or dismissal of an employee,
3 independent contractor, agent, or other provider of goods and
4 services, (iii) interview a potential employee, independent
5 contractor, agent, or other provider of goods and services,
6 (iv) discuss ~~, (iii)~~ violations of rules and regulations of the
7 association, (v) discuss ~~or (iv)~~ a unit owner's unpaid share of
8 common expenses, or (vi) consult with the association's legal
9 counsel; that any vote on these matters ~~discussed or considered~~
10 ~~in closed session~~ shall take place at a meeting of the board of
11 managers or portion thereof open to any unit owner;

12 (B) that board members may participate in and act at any
13 meeting of the board of managers in person, by telephonic
14 means, or by use of any acceptable technological means whereby
15 all persons participating in the meeting can communicate with
16 each other; that participation constitutes attendance and
17 presence in person at the meeting;

18 (C) that any unit owner may record the proceedings at
19 meetings of the board of managers or portions thereof required
20 to be open by this Act by tape, film or other means, and that
21 the board may prescribe reasonable rules and regulations to
22 govern the right to make such recordings;

23 (D) that notice of every meeting of the board of managers
24 shall be given to every board member at least 48 hours prior
25 thereto, unless the board member waives notice of the meeting
26 pursuant to subsection (a) of Section 18.8; and

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

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

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

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

25 (13) the method of filling vacancies on the board which
26 shall include authority for the remaining members of the board

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

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

16 (15) provisions concerning notice of board meetings to
17 members of the board;

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

1 shall be filed within 20 days after such notice and such
2 election shall be held within 30 days after filing the
3 petition; for purposes of this subsection, a board member's
4 immediate family means the board member's spouse, parents, and
5 children;

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

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

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

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

24 (21) that the board may ratify and confirm actions of the
25 members of the board taken in response to an emergency, as that
26 term is defined in subdivision (a) (8) (iv) of this Section; that

1 the board shall give notice to the unit owners of: (i) the
2 occurrence of the emergency event within 7 business days after
3 the emergency event, and (ii) the general description of the
4 actions taken to address the event within 7 days after the
5 emergency event.

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

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

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

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

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

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

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

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

20 (8) that, where there is more than one owner of a unit, if
21 only one of the multiple owners is present at a meeting of the
22 association, he is entitled to cast all the votes allocated to
23 that unit, if more than one of the multiple owners are present,
24 the votes allocated to that unit may be cast only in accordance
25 with the agreement of a majority in interest of the multiple
26 owners, unless the declaration expressly provides otherwise,

1 that there is majority agreement if any one of the multiple
2 owners cast the votes allocated to that unit without protest
3 being made promptly to the person presiding over the meeting by
4 any of the other owners of the unit;

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

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

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

19 (B-5) 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 subparagraph, unit owners may
22 not vote by proxy in board elections, but may vote only (i) by
23 submitting an association-issued ballot in person at the
24 election meeting; or (ii) by any acceptable technological means
25 as defined in Section 2 of this Act; instructions regarding the
26 use of electronic means for voting shall be distributed to all

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

17 (C) that if a written petition by unit owners with at least
18 20% of the votes of the association is delivered to the board
19 within 14 days after the board's approval of a rule adopted
20 pursuant to subparagraph (B) or subparagraph (B-5) of this
21 paragraph (9), the board shall call a meeting of the unit
22 owners within 30 days after the date of delivery of the
23 petition; that unless a majority of the total votes of the unit
24 owners are cast at the meeting to reject the rule, the rule is
25 ratified;

26 (D) that votes cast by ballot under subparagraph (B) or

1 electronic or acceptable technological means under
2 subparagraph (B-5) of this paragraph (9) are valid for the
3 purpose of establishing a quorum;

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

14 (11) that in the event of a resale of a condominium unit
15 the purchaser of a unit from a seller other than the developer
16 pursuant to an installment contract for purchase shall during
17 such 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 managers at any meeting of the unit owners called for purposes
20 of electing members of the board, shall have the right to vote
21 for the election of members of the board of managers and to be
22 elected to and serve on the board of managers unless the seller
23 expressly retains in writing any or all of such rights. In no
24 event may the seller and purchaser both be counted toward a
25 quorum, be permitted to vote for a particular office or be
26 elected and serve on the board. Satisfactory evidence of the

1 installment contract ~~contact~~ shall be made available to the
2 association or its agents. For purposes of this subsection,
3 "installment contract" ~~contact~~ shall have the same meaning as
4 set forth in Section 1 (e) of the Dwelling Unit Installment
5 Contract Act ~~"An Act relating to installment contracts to sell~~
6 ~~dwelling structures", approved August 11, 1967, as amended;~~

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

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

14 (i) merger or consolidation of the association;

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

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

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

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

1 secretary.

2 (e) Election of a treasurer from among the board of
3 managers, who shall keep the financial records and books of
4 account.

5 (f) Maintenance, repair and replacement of the common
6 elements and payments therefor, including the method of
7 approving payment vouchers.

8 (g) An association with 30 or more units shall obtain and
9 maintain fidelity insurance covering persons who control or
10 disburse funds of the association for the maximum amount of
11 coverage available to protect funds in the custody or control
12 of the association plus the association reserve fund. All
13 management companies which are responsible for the funds held
14 or administered by the association shall maintain and furnish
15 to the association a fidelity bond for the maximum amount of
16 coverage available to protect funds in the custody of the
17 management company at any time. The association shall bear the
18 cost of the fidelity insurance and fidelity bond, unless
19 otherwise provided by contract between the association and a
20 management company. The association shall be the direct obligee
21 of any such fidelity bond. A management company holding reserve
22 funds of an association shall at all times maintain a separate
23 account for each association, provided, however, that for
24 investment purposes, the Board of Managers of an association
25 may authorize a management company to maintain the
26 association's reserve funds in a single interest bearing

1 account with similar funds of other associations. The
2 management company shall at all times maintain records
3 identifying all moneys of each association in such investment
4 account. The management company may hold all operating funds of
5 associations which it manages in a single operating account but
6 shall at all times maintain records identifying all moneys of
7 each association in such operating account. Such operating and
8 reserve funds held by the management company for the
9 association shall not be subject to attachment by any creditor
10 of the management company.

11 For the purpose of this subsection, a management company
12 shall be defined as a person, partnership, corporation, or
13 other legal entity entitled to transact business on behalf of
14 others, acting on behalf of or as an agent for a unit owner,
15 unit owners or association of unit owners for the purpose of
16 carrying out the duties, responsibilities, and other
17 obligations necessary for the day to day operation and
18 management of any property subject to this Act. For purposes of
19 this subsection, the term "fiduciary insurance coverage" shall
20 be defined as both a fidelity bond and directors and officers
21 liability coverage, the fidelity bond in the full amount of
22 association funds and association reserves that will be in the
23 custody of the association, and the directors and officers
24 liability coverage at a level as shall be determined to be
25 reasonable by the board of managers, if not otherwise
26 established by the declaration or by laws.

1 Until one year after September 21, 1985 (the effective date
2 of Public Act 84-722) ~~this amendatory Act of 1985~~, if a
3 condominium association has reserves plus assessments in
4 excess of \$250,000 and cannot reasonably obtain 100% fidelity
5 bond coverage for such amount, then it must obtain a fidelity
6 bond coverage of \$250,000.

7 (h) Method of estimating the amount of the annual budget,
8 and the manner of assessing and collecting from the unit owners
9 their respective shares of such estimated expenses, and of any
10 other expenses lawfully agreed upon.

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

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

18 (k) Such restrictions on and requirements respecting the
19 use and maintenance of the units and the use of the common
20 elements, not set forth in the declaration, as are designed to
21 prevent unreasonable interference with the use of their
22 respective units and of the common elements by the several unit
23 owners.

24 (l) Method of adopting and of amending administrative rules
25 and regulations governing the operation and use of the common
26 elements.

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

4 (n) (i) The provisions of this Act, the declaration, bylaws,
5 other condominium instruments, and rules and regulations that
6 relate to the use of the individual unit or the common elements
7 shall be applicable to any person leasing a unit and shall be
8 deemed to be incorporated in any lease executed or renewed on
9 or after August 30, 1984 (the effective date of Public Act
10 83-1271) ~~this amendatory Act of 1984.~~

11 (ii) With regard to any lease entered into subsequent to
12 July 1, 1990 (the effective date of Public Act 86-991) ~~this~~
13 ~~amendatory Act of 1989~~, the unit owner leasing the unit shall
14 deliver a copy of the signed lease to the board or if the lease
15 is oral, a memorandum of the lease, not later than the date of
16 occupancy or 10 days after the lease is signed, whichever
17 occurs first. In addition to any other remedies, by filing an
18 action jointly against the tenant and the unit owner, an
19 association may seek to enjoin a tenant from occupying a unit
20 or seek to evict a tenant under the provisions of Article IX of
21 the Code of Civil Procedure for failure of the lessor-owner to
22 comply with the leasing requirements prescribed by this Section
23 or by the declaration, bylaws, and rules and regulations. The
24 board of managers may proceed directly against a tenant, at law
25 or in equity, or under the provisions of Article IX of the Code
26 of Civil Procedure, for any other breach by tenant of any

1 covenants, rules, regulations or bylaws.

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

4 (p) That when 30% or fewer of the units, by number, possess
5 over 50% in the aggregate of the votes in the association, any
6 percentage vote of members specified herein or in the
7 condominium instruments shall require the specified percentage
8 by number of units rather than by percentage of interest in the
9 common elements allocated to units that would otherwise be
10 applicable and garage units or storage units, or both, shall
11 have, in total, no more votes than their aggregate percentage
12 of ownership in the common elements; this shall mean that if
13 garage units or storage units, or both, are to be given a vote,
14 or portion of a vote, that the association must add the total
15 number of votes cast of garage units, storage units, or both,
16 and divide the total by the number of garage units, storage
17 units, or both, and multiply by the aggregate percentage of
18 ownership of garage units and storage units to determine the
19 vote, or portion of a vote, that garage units or storage units,
20 or both, have. For purposes of this subsection (p), when making
21 a determination of whether 30% or fewer of the units, by
22 number, possess over 50% in the aggregate of the votes in the
23 association, a unit shall not include a garage unit or a
24 storage unit.

25 (q) That a unit owner may not assign, delegate, transfer,
26 surrender, or avoid the duties, responsibilities, and

1 liabilities of a unit owner under this Act, the condominium
2 instruments, or the rules and regulations of the Association;
3 and that such an attempted assignment, delegation, transfer,
4 surrender, or avoidance shall be deemed void.

5 The provisions of this Section are applicable to all
6 condominium instruments recorded under this Act. Any portion of
7 a condominium instrument which contains provisions contrary to
8 these provisions shall be void as against public policy and
9 ineffective. Any such instrument which fails to contain the
10 provisions required by this Section shall be deemed to
11 incorporate such provisions by operation of law.

12 (Source: P.A. 98-1042, eff. 1-1-15; 99-472, eff. 6-1-16;
13 revised 10-19-15.)

14 Section 95. No acceleration or delay. Where this Act makes
15 changes in a statute that is represented in this Act by text
16 that is not yet or no longer in effect (for example, a Section
17 represented by multiple versions), the use of that text does
18 not accelerate or delay the taking effect of (i) the changes
19 made by this Act or (ii) provisions derived from any other
20 Public Act."