



Sen. Mike Simmons

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1 AMENDMENT TO SENATE BILL 332

2 AMENDMENT NO. _____. Amend Senate Bill 332 by replacing
3 everything after the enacting clause with the following:

4 "Section 1. Short title. This Act may be cited as the
5 Multi-Unit Residential Rental Property Right of First Refusal
6 Act.

7 Section 5. Definitions. As used in this Act:

8 "Affordable housing" means that the value of rents paid by
9 tenants is restricted based on the Illinois Housing
10 Development Authority's formula for affordability for a 60%
11 area median income limit, and that the gross household income
12 of new tenants in the rental property may not exceed 120% of
13 the area median income.

14 "Appraised value" means the value of a multi-unit
15 residential property on the date of its appraisal based on an
16 objective, independent property valuation performed according

1 to professional appraisal industry standards.

2 "Association" or "tenants' association" means a
3 corporation or not-for-profit corporation of which at least
4 two-thirds of the tenants of a multi-unit residential rental
5 property have consented in writing to become members or
6 shareholders. "Association" does not include an entity
7 governed by the Condominium Property Act.

8 "Bona fide offer of sale" means either:

9 (1) an offer of sale for a price and other material
10 terms that are at least as favorable as those accepted by a
11 purchaser in an arm's length, third-party contract; or

12 (2) in the absence of an arm's length, third-party
13 contract, an offer for sale for the appraised value or at a
14 price and other material terms that are comparable to
15 those that would be accepted by a willing seller and a
16 willing buyer.

17 "Highest and best use" means the legal use of a property
18 that is physically possible, appropriately supported, and
19 financially feasible that results in the highest value of the
20 property.

21 "Member" or "shareholder" means a tenant of a multi-unit
22 residential property who consents to be bound by the articles
23 of incorporation, bylaws, and policies of a tenants'
24 association formed for a multi-unit residential rental
25 property under this Act.

26 "Multi-unit residential rental property" means a

1 residential building or group of residential buildings
2 operated as one entity that contains 2 or more distinct
3 dwelling units available for rent.

4 "Owner" means the persons, firm, partnership, corporation,
5 trust, organization, limited liability company or other
6 entity, or its successors or assigns that holds title to a
7 rental property. An individual who owns a single unit within a
8 multi-unit residential property that is offered for rent is
9 not considered the owner of a multi-unit residential rental
10 property.

11 Section 10. Right of first refusal conferred. This Act
12 shall be construed to confer a right of first refusal to
13 purchase any rental property for sale under the terms set
14 forth herein on each tenants' association or tenant.

15 Section 15. Notice of intent to sell.

16 (a) Notice before listing required. If an owner of a
17 multi-unit residential rental property offers the multi-unit
18 residential rental property for sale, the owner shall provide
19 a written notice of intent to sell to the Illinois Housing
20 Development Authority and to each unit of the multi-unit
21 residential rental property no less than 90 days before
22 acceptance or listing. The notice required by this subsection
23 must be delivered in person or mailed, by certified or
24 registered mail, return receipt requested, on a form provided

1 by the Illinois Housing Development Authority.

2 (b) The written notice shall include, at a minimum:

3 (1) the name, address, and telephone number of each
4 owner of the multi-unit residential rental property;

5 (2) the address of the multi-unit residential rental
6 property;

7 (3) the asking price for the multi-unit residential
8 rental property and material terms of the sale;

9 (4) a summary of the tenants' rights under this Act;

10 (5) a statement as to whether a contract with a third
11 party exists for sale of the multi-unit residential rental
12 property and, if so, further notice that the owner must
13 make a copy of the contract available to the tenant within
14 7 days after receiving a request for it; and

15 (6) a statement that the owner shall make available to
16 the tenant a floor plan of the building and an itemized
17 list of monthly operating expenses, utility consumption
18 rates, and capital expenditures for each of the 2
19 preceding calendar years within 7 days after receiving a
20 request. The statement shall also indicate that the owner
21 shall, at the same time, make available the most recent
22 rent roll, list of tenants, and list of vacant apartments.
23 If the owner does not have a floor plan, the owner may meet
24 the requirement to provide a floor plan by stating in
25 writing to the tenant that the owner does not have a floor
26 plan. The owner shall also post a notice of intent to sell

1 in a form provided by Illinois Housing Development
2 Authority at all public entrances to the multi-unit
3 residential rental property.

4 Section 20. Notice of third-party offer.

5 (a) If the owner of a multi-unit residential rental
6 property receives and accepts an unsolicited bona fide offer
7 from a third party to purchase the rental property, then the
8 owner must promptly provide a written notice of third-party
9 offer to the Illinois Housing Development Authority and to
10 each unit of the multi-unit residential rental property. The
11 notice required by this subsection must be delivered in person
12 or mailed, by certified or registered mail, return receipt
13 requested, on a form provided by the Illinois Housing
14 Development Authority. The notice of third-party offer must
15 include an executed duplicate original of the third-party
16 purchase agreement and the disclosures set forth in subsection
17 (b) of Section 15, unless the owner has previously made the
18 disclosures and the disclosures remain accurate and complete.

19 (b) Any third-party purchase agreement is contingent upon
20 the right of first refusal set forth in this Act.

21 Section 25. Right of first refusal.

22 (a) Upon receipt of a notice of intent to sell or a notice
23 of third party offer, the tenants, by and through a tenants'
24 association created under Section 30, have the right to

1 purchase the multi-unit residential rental property if the
2 tenants:

3 (1) meet the price, terms, and conditions of the
4 property owner by executing a contract with the property
5 owner within 90 days, unless agreed to otherwise, of the
6 owner's receipt of the association's notice of intent to
7 purchase as detailed in Section 45; and

8 (2) have complied with Sections 30 through 50.

9 (b) The price, terms, and conditions contained in the
10 offer of sale shall be less than or equal to a price and other
11 material terms comparable to that at which a willing seller
12 and a willing buyer would sell and purchase the multi-unit
13 residential rental property or the appraised value of the
14 residential rental property. An appraised value may be based
15 only on rights an owner has as of the date of the offer,
16 including any existing right an owner may have to convert the
17 multi-unit residential rental property to another use. An
18 appraised value may take into consideration the highest and
19 best use of the multi-unit residential rental property. The
20 owner of the multi-unit residential rental property has the
21 burden of proof to establish that an offer of sale under this
22 Section is a bona fide offer of sale.

23 (c) If a contract between the owner and the association is
24 not executed within 90 days, the property owner has no further
25 obligation under this subsection unless the owner thereafter
26 elects to offer the multi-unit residential rental property at

1 a price materially lower than the price specified in the
2 notice provided to the association. For purposes of this
3 Section, a materially lower price is a price that is at least
4 20% lower than the price specified in the notice to the
5 officers of the tenants' association.

6 (d) If the property owner thereafter elects to offer the
7 multi-unit residential rental property at a price materially
8 lower than the price specified in the notice, the tenants, by
9 and through the tenants' association, have an additional 10
10 days to meet the price, terms, and conditions of the property
11 owner by executing a contract.

12 (e) If, within 90 days, plus any additional 10-day period,
13 a contract for sale signed by the tenants' association and the
14 property owner has not been entered into, the right provided
15 in this Section to purchase the multi-unit residential rental
16 property is void and of no further force and effect.

17 (f) The property owner shall not:

18 (1) require a preemptive waiver of the right of first
19 refusal as a condition of offering, maintaining, or
20 renewing a lease;

21 (2) demand a waiver of the right of first refusal
22 under threat of harassment or retaliation;

23 (3) attempt to deny a tenant's ability to exercise the
24 tenant's right of first refusal or assign their rights to
25 a third party; or

26 (4) attempt to deny an authorized third party from

1 exercising the right of first refusal.

2 Section 30. Affidavit of compliance with statutory
3 requirements.

4 (a) The owner of a multi-unit residential rental property
5 may at any time record with the Illinois Housing Development
6 Authority and in the official real estate records of the
7 county or jurisdiction where the multi-unit residential rental
8 property is located an affidavit in which the owner certifies
9 that:

10 (1) the owner has complied with requirements of this
11 Act;

12 (2) notwithstanding the owner's compliance, no
13 contract has been executed for the sale of the multi-unit
14 residential rental property between the owner and the
15 tenants' association for the multi-unit residential rental
16 property;

17 (3) the provisions of this Act are inapplicable to a
18 particular sale or transfer of the multi-unit residential
19 rental property by the owner and compliance with this Act
20 is not required; or

21 (4) a particular sale or transfer of the multi-unit
22 residential rental property is exempted under Section 95.

23 (b) Any party acquiring an interest in a multi-unit
24 residential rental property and any title insurance companies
25 and attorneys preparing, furnishing, or examining any evidence

1 of title may rely on the truth and accuracy of all statements
2 appearing in the affidavit and are under no obligation to
3 inquire further as to any matter or fact relating to the
4 owner's compliance with the provisions of this Act.

5 Section 35. Appraisal of residential property.

6 (a) A tenants' association may challenge the offer
7 presented by the owner of the multi-unit residential rental
8 property as not being a bona fide offer of sale and may request
9 a determination of the appraised value of the multi-unit
10 residential rental property by delivering the request to the
11 property owner by personal delivery or by certified mail
12 within 30 days of receipt of the alleged bona fide offer of
13 sale. The process to do this is as follows:

14 (1) The tenants' association and the property owner
15 shall agree on the appraiser and shall pay one-third and
16 two-thirds of the cost of the appraisal, respectively. If
17 the parties cannot agree on an appraiser, the appraiser
18 shall be chosen by the assessor of the county in which the
19 property is located.

20 (2) The appraiser must hold a current license issued
21 by the Department of Financial and Professional Regulation
22 under the Real Estate Appraiser Licensing Act of 2002.

23 (3) The owner shall give the appraiser full,
24 unfettered access to the property subject to the privacy
25 of the tenants.

1 (4) The owner shall respond within 7 days to any
2 request for information from the appraiser.

3 (5) The tenants' association may give the appraiser
4 information relevant to the valuation of the property.

5 (6) The appraisal shall be completed expeditiously
6 according to standard industry timeframes.

7 (b) Beginning on the date of the request by the tenants'
8 association for an appraisal, and for each day thereafter
9 until the tenants' association receives the appraisal, the
10 negotiation period described in Section 25 is extended by one
11 day.

12 (c) The determination of the appraised value of the
13 multi-unit residential rental property in accordance with this
14 Section becomes the sales price of the bona fide offer of sale
15 for the multi-unit residential rental property unless:

16 (1) the owner and the tenants' association agree upon
17 a different sales price of the multi-unit residential
18 rental property; or

19 (2) the owner elects to withdraw the offer of sale
20 within 14 days of the receipt of the appraisal by the
21 owner.

22 (d) The owner may withdraw the offer of sale by delivering
23 by personal delivery or by certified mail a letter of
24 withdrawal to the officers of the tenants' association.

25 (e) Upon the election to withdraw the offer of sale, the
26 owner shall reimburse the tenants' association for its entire

1 share of the cost of the appraisal within 14 days of delivery
2 of the notice of withdrawal.

3 (f) An owner who withdraws an offer of sale in accordance
4 with this Section is precluded from making a later offer of
5 sale to the tenants' association without a third-party
6 contract for 3 months from the date of the election to withdraw
7 the offer of sale.

8 Section 40. Tenants' associations. To exercise the rights
9 of a tenants' association as provided in this Act, upon
10 incorporation and service of the notice described in Section
11 45, the association becomes the representative of all the
12 tenants in all matters relating to this Act, regardless of
13 whether a tenant is a member of the tenants' association.

14 Section 45. Incorporation; notification of property owner.

15 (a) Upon receipt of its certificate of incorporation, the
16 tenants' association shall notify the owner of the multi-unit
17 residential rental property in writing of the incorporation
18 and shall advise the owner of the names and addresses of the
19 officers of the tenants' association by personal delivery upon
20 the owner's representative as designated in the lease or by
21 certified mail, return receipt requested. Thereafter, the
22 tenants' association shall notify the owner of the multi-unit
23 residential rental property in writing by certified mail,
24 return receipt requested, of any change of names and addresses

1 of its president or registered agent upon election or
2 appointment of new officers or board.

3 (b) Upon written request by the tenants' association, the
4 owner of the multi-unit residential rental property shall
5 notify the tenants' association by certified mail, return
6 receipt requested, of the name and address of the owner, the
7 owner's agent for service of process, and the legal
8 description of the multi-unit residential rental property.
9 Thereafter, in the event of a change in the name or address of
10 the owner or the owner's agent for service of process, the
11 owner shall notify in writing the president or registered
12 agent of the tenants' association of such change by certified
13 mail, return receipt requested.

14 (c) The tenants' association shall file a notice of intent
15 to purchase the multi-unit residential rental property as
16 detailed in Section 25. The notice shall contain the name of
17 the association, the name of the property owner, and the
18 address or legal description of the multi-unit residential
19 rental property. The notice shall be recorded with the
20 Illinois Housing Development Authority and the county clerk in
21 the county where the property is located. Within 10 days of the
22 recording, the tenants' association shall provide a copy of
23 the recorded notice to the owner at the address provided by the
24 owner by certified mail, return receipt requested.

25 Section 50. Articles of incorporation.

1 (a) The articles of incorporation of a tenants'
2 association shall provide that the association has the power
3 to:

4 (1) negotiate for, acquire, and operate the multi-unit
5 residential rental property on behalf of the tenants of
6 the multi-unit residential rental property; and

7 (2) convert the property that has been acquired to a
8 condominium, a cooperative, a subdivision form of
9 ownership, or another type of ownership.

10 (b) Upon acquisition of the multi-unit residential rental
11 property, the association, by action of its board of
12 directors, becomes the entity that:

13 (1) creates a condominium, cooperative, or
14 subdivision;

15 (2) is responsible for offers of sale or lease; or

16 (3) if the tenants choose a different form of
17 ownership, owns the record interest in the property and is
18 responsible for the operation of the property.

19 Section 55. Bylaws of the tenants' association.

20 (a) The directors of the tenants' association and
21 operation of the tenants' association are governed by the
22 bylaws of the tenants' association.

23 (b) The bylaws shall provide and, if they do not, are
24 deemed to include the titles of the officers and board of
25 directors, and provisions specifying the powers, duties,

1 manner of selection and removal, and compensation, if any, of
2 officers and board members. Unless otherwise provided in the
3 bylaws, the board of directors shall be composed of 5 members.
4 The board of directors shall elect a president, secretary, and
5 treasurer who shall perform the duties of those offices
6 customarily performed by officers of corporations, and these
7 officers shall serve without compensation and at the pleasure
8 of the board of directors. The board of directors may elect and
9 designate other officers and grant them those duties it deems
10 appropriate.

11 Section 60. Powers and duties of tenants' association.

12 (a) A tenants' association may contract, sue, or be sued
13 with respect to the exercise or nonexercise of its powers. For
14 these purposes, the powers of the association include, but are
15 not limited to, the maintenance, management, and operation of
16 the multi-unit residential rental property.

17 (b) The powers and duties of a tenants' association
18 include those set forth in this Act, in the articles of
19 incorporation, in the bylaws, and in any recorded declarations
20 or restrictions encumbering the multi-unit residential rental
21 property if not inconsistent with this Act.

22 (c) A tenants' association has the power to make, levy,
23 and collect assessments and to lease, maintain, repair, and
24 replace the common areas upon purchase of the multi-unit
25 residential rental property.

1 (d) The tenants' association shall maintain the following
2 items, if applicable, which constitute the official records of
3 the association:

4 (1) A copy of the association's articles of
5 incorporation and each amendment to the articles of
6 incorporation.

7 (2) A copy of the bylaws of the association and each
8 amendment to the bylaws.

9 (3) A copy of the written rules or policies of the
10 association and each amendment to the written rules or
11 policies.

12 (4) The approved minutes of all meetings of the
13 members of a tenants' association, meetings open for
14 members of the board of directors, and meetings of
15 committees of the board, which minutes must be retained
16 within this State for at least 5 years.

17 (5) A current roster of all members and their mailing
18 addresses. If members have consented to receive notice by
19 electronic transmission, the tenants' association shall
20 also maintain the email addresses and the cell numbers
21 designated by those members for receiving notice to be
22 sent by electronic transmission. The email addresses and
23 numbers provided by members to receive notice by
24 electronic transmission shall be removed from association
25 records if consent to receive notice by electronic
26 transmission is revoked. The tenants' association is not

1 liable for an erroneous disclosure of the email address or
2 the number for receiving electronic transmission of
3 notices.

4 (6) All of the association's insurance policies or
5 copies of those policies, which must be retained within
6 this State for at least 5 years after the expiration date
7 of the policy.

8 (7) A copy of all contracts or agreements to which the
9 association is a party, including, without limitation, any
10 written agreements with the property owner, lease, or
11 other agreements or contracts under which the association
12 or its members has any obligation or responsibility, which
13 must be retained within this State for at least 5 years
14 after the expiration date of the contract or agreement.

15 (8) The financial and accounting records of the
16 association kept according to good accounting practices.
17 All financial and accounting records must be maintained
18 within this State for at least 5 years. The financial and
19 accounting records must include:

20 (A) accurate, itemized, and detailed records of
21 all receipts and expenditures;

22 (B) a current account and a periodic statement of
23 the account for each member, designating the name and
24 current address of each member who is obligated to pay
25 dues or assessments, the due date and amount of each
26 assessment or other charge against the member, the

1 date and amount of each payment on the account, and the
2 balance due;

3 (C) all tax returns, financial statements, and
4 financial reports of the association; and

5 (D) any other records that identify, measure,
6 record, or communicate financial information.

7 (9) All other written records of the association not
8 specifically included in this Section that are related to
9 the operation of the association must be retained within
10 this State for at least 5 years or at least 5 years after
11 the expiration date, as applicable.

12 (e) The official records shall be made available to a
13 member for inspection or photocopying within 15 business days
14 after receipt by the board or its designee of a written request
15 submitted by certified mail, return receipt requested. The
16 requirements of this Section are satisfied by having a copy of
17 the official records available for inspection or copying at
18 the residential property or, at the option of the tenants'
19 association, by making the records available to a member
20 electronically via the Internet or by allowing the records to
21 be viewed in electronic format on a computer screen and
22 printed upon request. If the tenants' association has a
23 photocopy machine available where the records are maintained,
24 it must provide a member with copies on request during the
25 inspection if the entire request is no more than 25 pages. A
26 tenants' association shall allow a member or the member's

1 authorized representative to use a portable device, including
2 a smartphone, tablet, portable scanner, or any other
3 technology capable of scanning or taking photographs, to make
4 an electronic copy of the official records in lieu of the
5 association's providing the member or the member's authorized
6 representative with a copy of the records. The tenants'
7 association may not charge a fee to a member or the member's
8 authorized representative for the use of a portable device.

9 (1) The failure of an association to provide access to
10 the records within 15 business days after receipt of a
11 written request submitted by certified mail, return
12 receipt requested, creates a rebuttable presumption that
13 the association willfully failed to comply with this
14 subsection.

15 (2) The association may adopt reasonable written rules
16 governing the frequency, time, location, notice, records
17 to be inspected, and manner of inspections but may not
18 require a member to demonstrate a proper purpose for the
19 inspection, state a reason for the inspection, or limit a
20 member's right to inspect records to less than one
21 business day per month. The association may impose fees to
22 cover the costs of providing copies of the official
23 records, including the costs of copying and for personnel
24 to retrieve and copy the records if the time spent
25 retrieving and copying the records exceeds 30 minutes and
26 if the personnel costs do not exceed \$20 per hour. The

1 association shall maintain an adequate number of copies of
2 the recorded governing documents to ensure their
3 availability to members and prospective members.
4 Notwithstanding this paragraph, the following records are
5 not accessible to members:

6 (A) A record protected by the attorney-client
7 privilege and a record protected by the work product
8 privilege, including, but not limited to, a record
9 prepared by an association attorney or prepared at the
10 attorney's express direction that reflects a mental
11 impression, conclusion, litigation strategy, or legal
12 theory of the attorney or the association and that was
13 prepared exclusively for civil or criminal litigation,
14 for adversarial administrative proceedings, or in
15 anticipation of such litigation or proceedings until
16 the conclusion of the litigation or proceedings.

17 (B) Email addresses, telephone numbers, facsimile
18 numbers, emergency contact information, any addresses
19 for a tenant other than as provided for association
20 notice requirements, and other personal identifying
21 information of any person, excluding the person's
22 name, unit, mailing address, and property address.
23 Notwithstanding the restrictions in this subparagraph,
24 an association may print and distribute to members a
25 directory containing the name, address, and telephone
26 number of each tenant. A member may exclude the

1 member's telephone number from the directory by so
2 requesting in writing to the association. The
3 association is not liable for the disclosure of
4 information that is protected under this subparagraph
5 if the information is included in an official record
6 of the association and is voluntarily provided by a
7 member and not requested by the association.

8 (C) An electronic security measure that is used by
9 the association to safeguard data, including
10 passwords.

11 (D) The software and operating system used by the
12 association that allows the manipulation of data, even
13 if the member owns a copy of the same software used by
14 the association. The data is part of the official
15 records of the association.

16 (f) An outgoing board or committee member of the tenants'
17 association must relinquish all official records and property
18 of the association in the member's possession or control to
19 the incoming board within 5 days after the election or
20 removal.

21 (g) A tenants' association may purchase units in the
22 multi-unit residential rental property and may acquire, hold,
23 lease, mortgage, and convey or sell them.

24 (h) A tenants' association shall use its best efforts to
25 obtain and maintain adequate insurance to protect the
26 association and the multi-unit residential rental property

1 upon purchase of the multi-unit residential rental property. A
2 copy of each policy of insurance in effect shall be made
3 available for inspection by owners at reasonable times.

4 Section 65. Exercise or assignment of rights. A tenants'
5 association may exercise rights under this Act in conjunction
6 with a third party or by assigning or selling those rights to
7 any party, whether private or governmental. The exercise,
8 assignment, or sale of the tenants' association's rights may
9 be for any consideration that the tenants' association, in its
10 sole discretion, finds acceptable. Such an exercise,
11 assignment, or sale may occur at any time in the process
12 provided in this Act and may be structured in any way the
13 tenants' association, in its sole discretion, finds
14 acceptable.

15 Section 70. Waiver of rights. A multi-unit residential
16 rental property owner may not request or require, and a
17 tenants' association may not grant, a waiver of the right to
18 receive an offer of sale under this Act.

19 Section 75. Preservation as affordable housing. If a
20 purchaser purchases a rental property and uses any public
21 funds in the purchase, then the rental property must be
22 maintained as affordable housing for no less than 30 years.

1 Section 80. Existing tenancies.

2 (a) No owner may disturb any tenancy, other than for a just
3 cause eviction, during the time periods set forth in this Act.

4 (b) If a tenants' association waives its right of first
5 refusal, and the owner sells the rental property to a bona fide
6 third-party purchaser, the purchaser must allow the current
7 tenants to remain in their respective dwelling units under the
8 same terms and conditions as before the sale for 6 months from
9 the effective date of the sale or until each tenant's lease
10 expires, whichever is longer. The purchaser may, with the
11 agreement of the tenants, relocate the tenants to comparable
12 units with comparable rents in accordance with procedures to
13 be established by the rules of the Illinois Housing
14 Development Authority.

15 Section 85. Rules. The Illinois Housing Development
16 Authority shall adopt rules necessary to implement the
17 requirements of this Act.

18 Section 90. Penalties. Any aggrieved person, including,
19 but not limited to, any tenant or tenants' association, may
20 enforce the provisions of this Act by a civil action in which
21 the court may provide injunctive relief or award treble
22 damages, the plaintiff's court costs, and reasonable
23 attorney's fees.

1 Section 95. Exceptions. This Act does not apply to the
2 following:

3 (1) Any sale or transfer to a person who would be
4 included within the table of descent and distribution if
5 the property owner were to die intestate.

6 (2) Any transfer by gift, devise, or operation of law.

7 (3) Any transfer by a corporation or entity to an
8 affiliate. As used in this paragraph (3), "affiliate"
9 means any shareholder of the transferring corporation or
10 entity; any corporation or entity owned or controlled,
11 directly or indirectly, by any shareholder of the
12 transferring corporation; or any other corporation or
13 entity owned or controlled, directly or indirectly, by any
14 shareholder of the transferring corporation or entity.

15 (4) Any transfer by a partnership to any of its
16 partners or by an individual or group of individuals to a
17 partnership.

18 (5) Any conveyance of an interest in all or a portion
19 of the multi-unit residential rental property incidental
20 to the financing of the multi-unit residential rental
21 property.

22 (6) Any conveyance resulting from the foreclosure of a
23 mortgage, deed of trust, or other instrument encumbering a
24 multi-unit residential rental property or any deed given
25 in lieu of foreclosure.

26 (7) Any sale or transfer between or among joint

1 tenants or tenants in common owning a multi-unit
2 residential rental property.

3 (8) The purchase of a multi-unit residential rental
4 property by a governmental entity under its powers of
5 eminent domain.

6 (9) Multi-unit property that is governed by the
7 Condominium Property Act or the Mobile Home Landlord and
8 Tenant Rights Act.".