



## 100TH GENERAL ASSEMBLY

### State of Illinois

2017 and 2018

SB0948

Introduced 2/7/2017, by Sen. Michael E. Hastings

#### SYNOPSIS AS INTRODUCED:

765 ILCS 160/1-45  
765 ILCS 605/18.5

from Ch. 30, par. 318.5

Amends the Common Interest Community Association Act. Provides that each member of a common interest community association shall receive through a prescribed delivery method, at least 25 (instead of 30) days but not more than 60 days prior to the adoption by the board, a copy of the proposed annual budget. Makes a similar change in the Condominium Property Act. Further amends the Condominium Property Act. Replaces language specifying when a portion of a noticed board meeting may be closed with language providing that the board may close any portion of a noticed meeting or meet separately from a noticed meeting to: (A) discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the board of managers finds that such an action is probable or imminent; (B) discuss the appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services; (C) interview a potential employee, independent contractor, agent, or other provider of goods and services; (D) discuss violations of rules and regulations of the association; (E) discuss a unit owner's unpaid share of common expenses; or (F) consult with the association's legal counsel.

LRB100 06987 HEP 17040 b

1 AN ACT concerning civil law.

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

4 Section 5. The Common Interest Community Association Act is  
5 amended by changing Section 1-45 as follows:

6 (765 ILCS 160/1-45)

7 Sec. 1-45. Finances.

8 (a) Each member shall receive through a prescribed delivery  
9 method, at least 25 ~~30~~ days but not more than 60 days prior to  
10 the adoption thereof by the board, a copy of the proposed  
11 annual budget together with an indication of which portions are  
12 intended for reserves, capital expenditures or repairs or  
13 payment of real estate taxes.

14 (b) The board shall provide all members with a reasonably  
15 detailed summary of the receipts, common expenses, and reserves  
16 for the preceding budget year. The board shall (i) make  
17 available for review to all members an itemized accounting of  
18 the common expenses for the preceding year actually incurred or  
19 paid, together with an indication of which portions were for  
20 reserves, capital expenditures or repairs or payment of real  
21 estate taxes and with a tabulation of the amounts collected  
22 pursuant to the budget or assessment, and showing the net  
23 excess or deficit of income over expenditures plus reserves or

1 (ii) provide a consolidated annual independent audit report of  
2 the financial status of all fund accounts within the  
3 association.

4 (c) If an adopted budget or any separate assessment adopted  
5 by the board would result in the sum of all regular and  
6 separate assessments payable in the current fiscal year  
7 exceeding 115% of the sum of all regular and separate  
8 assessments payable during the preceding fiscal year, the  
9 common interest community association, upon written petition  
10 by members with 20% of the votes of the association delivered  
11 to the board within 14 days of the board action, shall call a  
12 meeting of the members within 30 days of the date of delivery  
13 of the petition to consider the budget or separate assessment;  
14 unless a majority of the total votes of the members are cast at  
15 the meeting to reject the budget or separate assessment, it  
16 shall be deemed ratified.

17 (d) If total common expenses exceed the total amount of the  
18 approved and adopted budget, the common interest community  
19 association shall disclose this variance to all its members and  
20 specifically identify the subsequent assessments needed to  
21 offset this variance in future budgets.

22 (e) Separate assessments for expenditures relating to  
23 emergencies or mandated by law may be adopted by the board  
24 without being subject to member approval or the provisions of  
25 subsection (c) or (f) of this Section. As used herein,  
26 "emergency" means a danger to or a compromise of the structural

1 integrity of the common areas or any of the common facilities  
2 of the common interest community. "Emergency" also includes a  
3 danger to the life, health or safety of the membership.

4 (f) Assessments for additions and alterations to the common  
5 areas or to association-owned property not included in the  
6 adopted annual budget, shall be separately assessed and are  
7 subject to approval of a simple majority of the total members  
8 at a meeting called for that purpose.

9 (g) The board may adopt separate assessments payable over  
10 more than one fiscal year. With respect to multi-year  
11 assessments not governed by subsections (e) and (f) of this  
12 Section, the entire amount of the multi-year assessment shall  
13 be deemed considered and authorized in the first fiscal year in  
14 which the assessment is approved.

15 (h) The board of a common interest community association  
16 shall have the authority to establish and maintain a system of  
17 master metering of public utility services to collect payments  
18 in conjunction therewith, subject to the requirements of the  
19 Tenant Utility Payment Disclosure Act.

20 (Source: P.A. 96-1400, eff. 7-29-10; 97-605, eff. 8-26-11;  
21 97-1090, eff. 8-24-12.)

22 Section 10. The Condominium Property Act is amended by  
23 changing Section 18.5 as follows:

24 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

1           Sec. 18.5. Master Associations.

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

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

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

18          (c) Meetings and finances.

19           (1) Each unit owner of a condominium subject to the  
20 authority of the board of the master association shall  
21 receive, at least 25 ~~30~~ days prior to the adoption thereof  
22 by the board of the master association, a copy of the  
23 proposed annual budget.

24           (2) The board of the master association shall annually  
25 supply to all unit owners of condominiums subject to the  
26 authority of the board of the master association an

1 itemized accounting of the common expenses for the  
2 preceding year actually incurred or paid, together with a  
3 tabulation of the amounts collected pursuant to the budget  
4 or assessment, and showing the net excess or deficit of  
5 income over expenditures plus reserves.

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

13 (4) Meetings of the board of the master association  
14 shall be open to any unit owner in a condominium subject to  
15 the authority of the board of the master association,  
16 except the board may close any portion of a noticed meeting  
17 or meet separately from a noticed meeting to:

18 (A) discuss litigation when an action against or on  
19 behalf of the particular association has been filed and  
20 is pending in a court or administrative tribunal, or  
21 when the board of managers finds that such an action is  
22 probable or imminent;

23 (B) discuss the appointment, employment,  
24 engagement, or dismissal of an employee, independent  
25 contractor, agent, or other provider of goods and  
26 services;

1           (C) interview a potential employee, independent  
2           contractor, agent, or other provider of goods and  
3           services;

4           (D) discuss violations of rules and regulations of  
5           the association;

6           (E) discuss a unit owner's unpaid share of common  
7           expenses; or

8           (F) consult with the association's legal counsel.

9 ~~for the portion of any meeting held:~~

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

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

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

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

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

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

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



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

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

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

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

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

7 (d) Records.

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

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

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

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

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

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

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

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

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

1 directors.

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

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

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

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

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

25 (2) The election of the initial board of directors of a  
26 master association whose declaration is recorded on or

1 after August 10, 1990, by the unit owners or the boards of  
2 managers of the underlying condominium associations, shall  
3 be held not later than 60 days after the conveyance by the  
4 developer of 75% of the units, or 3 years after the  
5 recording of the declaration, whichever is earlier. The  
6 developer shall give at least 21 days notice of the meeting  
7 to elect the initial board of directors and shall upon  
8 request provide to any unit owner, within 3 working days of  
9 the request, the names, addresses, and weighted vote of  
10 each unit owner entitled to vote at the meeting. Any unit  
11 owner shall upon receipt of the request be provided with  
12 the same information, within 10 days of the request, with  
13 respect to each subsequent meeting to elect members of the  
14 board of directors.

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

25 (4) Within 60 days following the election of a majority  
26 of the board of directors, other than the developer, by

1 unit owners, the developer shall deliver to the board of  
2 directors:

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

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

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

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

1 all tax bills.

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

15 (vi) If the developer fails to fully comply with  
16 this paragraph (4) within the 60 days provided and  
17 fails to fully comply within 10 days of written demand  
18 mailed by registered or certified mail to his or her  
19 last known address, the board may bring an action to  
20 compel compliance with this paragraph (4). If the court  
21 finds that any of the required deliveries were not made  
22 within the required period, the board shall be entitled  
23 to recover its reasonable attorneys' fees and costs  
24 incurred from and after the date of expiration of the  
25 10 day demand.

26 (5) With respect to any master association whose

1 declaration is recorded on or after August 10, 1990, any  
2 contract, lease, or other agreement made prior to the  
3 election of a majority of the board of directors other than  
4 the developer by or on behalf of unit owners or underlying  
5 condominium associations, the association or the board of  
6 directors, which extends for a period of more than 2 years  
7 from the recording of the declaration, shall be subject to  
8 cancellation by more than 1/2 of the votes of the unit  
9 owners, other than the developer, cast at a special meeting  
10 of members called for that purpose during a period of 90  
11 days prior to the expiration of the 2 year period if the  
12 board of managers is elected by the unit owners, otherwise  
13 by more than 1/2 of the underlying condominium board of  
14 managers. At least 60 days prior to the expiration of the 2  
15 year period, the board of directors, or, if the board is  
16 still under developer control, then the board of managers  
17 or the developer shall send notice to every unit owner or  
18 underlying condominium board of managers, notifying them  
19 of this provision, of what contracts, leases and other  
20 agreements are affected, and of the procedure for calling a  
21 meeting of the unit owners or for action by the underlying  
22 condominium board of managers for the purpose of acting to  
23 terminate such contracts, leases or other agreements.  
24 During the 90 day period the other party to the contract,  
25 lease, or other agreement shall also have the right of  
26 cancellation.



1           (6) The statute of limitations for any actions in law  
2           or equity which the master association may bring shall not  
3           begin to run until the unit owners or underlying  
4           condominium board of managers have elected a majority of  
5           the members of the board of directors.

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

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

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

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

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

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

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

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

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

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

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

16          (g-1) The purchaser of a unit of a common interest  
17          community at a judicial foreclosure sale, other than a  
18          mortgagee, who takes possession of a unit of a common interest  
19          community pursuant to a court order or a purchaser who acquires  
20          title from a mortgagee shall have the duty to pay the  
21          proportionate share, if any, of the common expenses for the  
22          unit that would have become due in the absence of any  
23          assessment acceleration during the 6 months immediately  
24          preceding institution of an action to enforce the collection of  
25          assessments and the court costs incurred by the association in  
26          an action to enforce the collection that remain unpaid by the

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

12 (h) Errors and omissions.

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

24 (2) If, through a scrivener's error, a unit has not  
25 been designated as owning an appropriate undivided share of  
26 the common areas or does not bear an appropriate share of

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

21 (3) If an omission or error or a scrivener's error in  
22 the declaration or other instrument is corrected by vote of  
23 two-thirds of the members of the board of directors  
24 pursuant to the authority established in subdivisions  
25 (h)(1) or (h)(2) of this Section, the board, upon written  
26 petition by unit owners with 20% of the votes of the

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

21 (4) The procedures for amendments set forth in this  
22 subsection (h) cannot be used if such an amendment would  
23 materially or adversely affect property rights of the unit  
24 owners unless the affected unit owners consent in writing.  
25 This Section does not restrict the powers of the  
26 association to otherwise amend the declaration, bylaws, or

1 other condominium instruments, but authorizes a simple  
2 process of amendment requiring a lesser vote for the  
3 purpose of correcting defects, errors, or omissions when  
4 the property rights of the unit owners are not materially  
5 or adversely affected.

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

24 (6) Nothing contained in this Section shall be  
25 construed to invalidate any provision of a declaration  
26 authorizing the developer to amend an instrument prior to

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

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

23 (j) (Blank).

24 (Source: P.A. 96-1045, eff. 7-14-10; 97-535, eff. 1-1-12;  
25 97-605, eff. 8-26-11; 97-813, eff. 7-13-12.)