



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

SB0112

Introduced 2/3/2021, by Sen. Sara Feigenholtz

SYNOPSIS AS INTRODUCED:

765 ILCS 605/18

from Ch. 30, par. 318

Amends the Condominium Property Act. Provides that the bylaws of each condominium association shall provide that, if the meeting of the board of managers is to be held without the physical presence of all of the members of the board by telephonic means, or by use of any acceptable technological means, notice of the meeting shall include a telephone number, web-based access portal, or other appropriate means of access to enable each unit owner to attend and hear or see, as applicable, the board meeting via telephonic or other acceptable technological means.

LRB102 04363 LNS 14381 b

1 AN ACT concerning civil law.

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

4 Section 5. The Condominium Property Act is amended by
5 changing Section 18 as follows:

6 (765 ILCS 605/18) (from Ch. 30, par. 318)

7 Sec. 18. Contents of bylaws. The bylaws shall provide for
8 at least the following:

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

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

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

20 (4) the method of removal from office of members of
21 the board;

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

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

7 (7) that the board of managers shall annually supply
8 to all unit owners an itemized accounting of the common
9 expenses for the preceding year actually incurred or paid,
10 together with an indication of which portions were for
11 reserves, capital expenditures or repairs or payment of
12 real estate taxes and with a tabulation of the amounts
13 collected pursuant to the budget or assessment, and
14 showing the net excess or deficit of income over
15 expenditures plus reserves;

16 (8) (i) that each unit owner shall receive notice, in
17 the same manner as is provided in this Act for membership
18 meetings, of any meeting of the board of managers
19 concerning the adoption of the proposed annual budget and
20 regular assessments pursuant thereto or to adopt a
21 separate (special) assessment, (ii) that except as
22 provided in subsection (iv) below, if an adopted budget or
23 any separate assessment adopted by the board would result
24 in the sum of all regular and separate assessments payable
25 in the current fiscal year exceeding 115% of the sum of all
26 regular and separate assessments payable during the

1 preceding fiscal year, the board of managers, upon written
2 petition by unit owners with 20 percent of the votes of the
3 association delivered to the board within 21 days of the
4 board action, shall call a meeting of the unit owners
5 within 30 days of the date of delivery of the petition to
6 consider the budget or separate assessment; unless a
7 majority of the total votes of the unit owners are cast at
8 the meeting to reject the budget or separate assessment,
9 it is ratified, (iii) that any common expense not set
10 forth in the budget or any increase in assessments over
11 the amount adopted in the budget shall be separately
12 assessed against all unit owners, (iv) that separate
13 assessments for expenditures relating to emergencies or
14 mandated by law may be adopted by the board of managers
15 without being subject to unit owner approval or the
16 provisions of item (ii) above or item (v) below. As used
17 herein, "emergency" means an immediate danger to the
18 structural integrity of the common elements or to the
19 life, health, safety or property of the unit owners, (v)
20 that assessments for additions and alterations to the
21 common elements or to association-owned property not
22 included in the adopted annual budget, shall be separately
23 assessed and are subject to approval of two-thirds of the
24 total votes of all unit owners, (vi) that the board of
25 managers may adopt separate assessments payable over more
26 than one fiscal year. With respect to multi-year

1 assessments not governed by items (iv) and (v), the entire
2 amount of the multi-year assessment shall be deemed
3 considered and authorized in the first fiscal year in
4 which the assessment is approved;

5 (9) (A) that every meeting of the board of managers
6 shall be open to any unit owner, except that the board may
7 close any portion of a noticed meeting or meet separately
8 from a noticed meeting to: (i) discuss litigation when an
9 action against or on behalf of the particular association
10 has been filed and is pending in a court or administrative
11 tribunal, or when the board of managers finds that such an
12 action is probable or imminent, (ii) discuss the
13 appointment, employment, engagement, or dismissal of an
14 employee, independent contractor, agent, or other provider
15 of goods and services, (iii) interview a potential
16 employee, independent contractor, agent, or other provider
17 of goods and services, (iv) discuss violations of rules
18 and regulations of the association, (v) discuss a unit
19 owner's unpaid share of common expenses, or (vi) consult
20 with the association's legal counsel; that any vote on
21 these matters shall take place at a meeting of the board of
22 managers or portion thereof open to any unit owner;

23 (B) that board members may participate in and act at
24 any meeting of the board of managers in person, by
25 telephonic means, or by use of any acceptable
26 technological means whereby all persons participating in

1 the meeting can communicate with each other; that
2 participation constitutes attendance and presence in
3 person at the meeting;

4 (C) that any unit owner may record the proceedings at
5 meetings of the board of managers or portions thereof
6 required to be open by this Act by tape, film or other
7 means, and that the board may prescribe reasonable rules
8 and regulations to govern the right to make such
9 recordings;

10 (D) that notice of every meeting of the board of
11 managers shall be given to every board member at least 48
12 hours prior thereto, unless the board member waives notice
13 of the meeting pursuant to subsection (a) of Section 18.8;
14 ~~and~~

15 (E) that notice of every meeting of the board of
16 managers shall be posted in entranceways, elevators, or
17 other conspicuous places in the condominium at least 48
18 hours prior to the meeting of the board of managers except
19 where there is no common entranceway for 7 or more units,
20 the board of managers may designate one or more locations
21 in the proximity of these units where the notices of
22 meetings shall be posted; that notice of every meeting of
23 the board of managers shall also be given at least 48 hours
24 prior to the meeting, or such longer notice as this Act may
25 separately require, to: (i) each unit owner who has
26 provided the association with written authorization to

1 conduct business by acceptable technological means, and
2 (ii) to the extent that the condominium instruments of an
3 association require, to each other unit owner, as required
4 by subsection (f) of Section 18.8, by mail or delivery,
5 and that no other notice of a meeting of the board of
6 managers need be given to any unit owner; and

7 (F) that, if the meeting of the board of managers is to
8 be held without the physical presence of all of the
9 members of the board by telephonic means, or by use of any
10 acceptable technological means, as permitted by
11 subdivision (a)(9)(B), notice of the meeting required
12 under subdivision (a)(9)(E) shall include a telephone
13 number, web-based access portal, or other appropriate
14 means of access to enable each unit owner to attend and
15 hear or see, as applicable, the board meeting via
16 telephonic or other acceptable technological means;

17 (10) that the board shall meet at least 4 times
18 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
21 and board members may succeed themselves;

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

26 (13) the method of filling vacancies on the board

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

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

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

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

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

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

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

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

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

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

4 (21) that the board may ratify and confirm actions of
5 the members of the board taken in response to an
6 emergency, as that term is defined in subdivision
7 (a) (8) (iv) of this Section; that the board shall give
8 notice to the unit owners of: (i) the occurrence of the
9 emergency event within 7 business days after the emergency
10 event, and (ii) the general description of the actions
11 taken to address the event within 7 days after the
12 emergency event.

13 The intent of the provisions of Public Act 99-472
14 adding this paragraph (21) is to empower and support
15 boards to act in emergencies.

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

1 amendments to the association's bylaws;

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

4 (3) that the members shall hold an annual meeting, one
5 of the purposes of which shall be to elect members of the
6 board of managers;

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

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

11 (6) that written notice of any membership meeting
12 shall be mailed or delivered giving members no less than
13 10 and no more than 30 days notice of the time, place and
14 purpose of such meeting except that notice may be sent, to
15 the extent the condominium instruments or rules adopted
16 thereunder expressly so provide, by electronic
17 transmission consented to by the unit owner to whom the
18 notice is given, provided the director and officer or his
19 agent certifies in writing to the delivery by electronic
20 transmission;

21 (7) that voting shall be on a percentage basis, and
22 that the percentage vote to which each unit is entitled is
23 the percentage interest of the undivided ownership of the
24 common elements appurtenant thereto, provided that the
25 bylaws may provide for approval by unit owners in
26 connection with matters where the requisite approval on a

1 percentage basis is not specified in this Act, on the
2 basis of one vote per unit;

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

15 (9) (A) except as provided in subparagraph (B) of this
16 paragraph (9) in connection with board elections, that a
17 unit owner may vote by proxy executed in writing by the
18 unit owner or by his duly authorized attorney in fact;
19 that the proxy must bear the date of execution and, unless
20 the condominium instruments or the written proxy itself
21 provide otherwise, is invalid after 11 months from the
22 date of its execution; to the extent the condominium
23 instruments or rules adopted thereunder expressly so
24 provide, a vote or proxy may be submitted by electronic
25 transmission, provided that any such electronic
26 transmission shall either set forth or be submitted with

1 information from which it can be determined that the
2 electronic transmission was authorized by the unit owner
3 or the unit owner's proxy;

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

1 voting shall not be counted; that a unit owner who submits
2 a ballot by mail or other means of delivery specified in
3 the declaration, bylaws, or rule may request and cast a
4 ballot in person at the election meeting, and thereby void
5 any ballot previously submitted by that unit owner;

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

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

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

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

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

1 representative shall have the right to be present at the
2 counting of ballots at such election;

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

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

1 owners at special membership meetings called for such
2 purposes; and

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

7 (i) merger or consolidation of the association;

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

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

14 (c) Election of a president from among the board of
15 managers, who shall preside over the meetings of the board
16 of managers and of the unit owners.

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

22 (e) Election of a treasurer from among the board of
23 managers, who shall keep the financial records and books
24 of account.

25 (f) Maintenance, repair and replacement of the common
26 elements and payments therefor, including the method of

1 approving payment vouchers.

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

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

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

25 Until one year after September 21, 1985 (the effective
26 date of Public Act 84-722), if a condominium association

1 has reserves plus assessments in excess of \$250,000 and
2 cannot reasonably obtain 100% fidelity bond coverage for
3 such amount, then it must obtain a fidelity bond coverage
4 of \$250,000.

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

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

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

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

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

26 (m) The percentage of votes required to modify or

1 amend the bylaws, but each one of the particulars set
2 forth in this section shall always be embodied in the
3 bylaws.

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

11 (ii) With regard to any lease entered into subsequent
12 to July 1, 1990 (the effective date of Public Act 86-991),
13 the unit owner leasing the unit shall deliver a copy of the
14 signed lease to the board or if the lease is oral, a
15 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
18 an action jointly against the tenant and the unit owner,
19 an association may seek to enjoin a tenant from occupying
20 a unit or seek to evict a tenant under the provisions of
21 Article IX of the Code of Civil Procedure for failure of
22 the lessor-owner to comply with the leasing requirements
23 prescribed by this Section or by the declaration, bylaws,
24 and rules and regulations. The board of managers may
25 proceed directly against a tenant, at law or in equity, or
26 under the provisions of Article IX of the Code of Civil

1 Procedure, for any other breach by tenant of any
2 covenants, rules, regulations or bylaws.

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

5 (p) That when 30% or fewer of the units, by number,
6 possess over 50% in the aggregate of the votes in the
7 association, any percentage vote of members specified
8 herein or in the condominium instruments shall require the
9 specified percentage by number of units rather than by
10 percentage of interest in the common elements allocated to
11 units that would otherwise be applicable and garage units
12 or storage units, or both, shall have, in total, no more
13 votes than their aggregate percentage of ownership in the
14 common elements; this shall mean that if garage units or
15 storage units, or both, are to be given a vote, or portion
16 of a vote, that the association must add the total number
17 of votes cast of garage units, storage units, or both, and
18 divide the total by the number of garage units, storage
19 units, or both, and multiply by the aggregate percentage
20 of ownership of garage units and storage units to
21 determine the vote, or portion of a vote, that garage
22 units or storage units, or both, have. For purposes of
23 this subsection (p), when making a determination of
24 whether 30% or fewer of the units, by number, possess over
25 50% in the aggregate of the votes in the association, a
26 unit shall not include a garage unit or a storage unit.

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

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

15 (Source: P.A. 99-472, eff. 6-1-16; 99-567, eff. 1-1-17;
16 99-642, eff. 7-28-16; 100-292, eff. 1-1-18; 100-416, eff.
17 1-1-18; 100-863, eff. 8-14-18.)