

**SB0636**



**102ND GENERAL ASSEMBLY**

**State of Illinois**

**2021 and 2022**

**SB0636**

Introduced 2/24/2021, by Sen. Laura M. Murphy

**SYNOPSIS AS INTRODUCED:**

765 ILCS 605/18

from Ch. 30, par. 318

Amends the Condominium Property Act. Provides that the bylaws shall include a requirement that unit owners selected to the board of managers shall reside on the property.

LRB102 11509 LNS 16843 b

**A BILL FOR**

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, a requirement that unit owners selected  
11 to the board of managers shall reside on the property, the  
12 number of persons constituting such board, and that the  
13 terms of at least one-third of the members of the board  
14 shall expire annually and that all members of the board  
15 shall be elected at large; if there are multiple owners of  
16 a single unit, only one of the multiple owners shall be  
17 eligible to serve as a member of the board at any one time;

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

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

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

23 (5) that the board may engage the services of a

1 manager or managing agent;

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

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

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

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

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

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

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

1 technological means whereby all persons participating in  
2 the meeting can communicate with each other; that  
3 participation constitutes attendance and presence in  
4 person at the meeting;

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

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

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

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

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

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

13 (12) the designation of an officer to mail and receive  
14 all notices and execute amendments to condominium  
15 instruments as provided for in this Act and in the  
16 condominium instruments;

17 (13) the method of filling vacancies on the board  
18 which shall include authority for the remaining members of  
19 the board to fill the vacancy by two-thirds vote until the  
20 next annual meeting of unit owners or for a period  
21 terminating no later than 30 days following the filing of  
22 a petition signed by unit owners holding 20% of the votes  
23 of the association requesting a meeting of the unit owners  
24 to fill the vacancy for the balance of the term, and that a  
25 meeting of the unit owners shall be called for purposes of  
26 filling a vacancy on the board no later than 30 days

1 following the filing of a petition signed by unit owners  
2 holding 20% of the votes of the association requesting  
3 such a meeting, and the method of filling vacancies among  
4 the officers that shall include the authority for the  
5 members of the board to fill the vacancy for the unexpired  
6 portion of the term;

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

9 (15) provisions concerning notice of board meetings to  
10 members of the board;

11 (16) the board of managers may not enter into a  
12 contract with a current board member or with a corporation  
13 or partnership in which a board member or a member of the  
14 board member's immediate family has 25% or more interest,  
15 unless notice of intent to enter the contract is given to  
16 unit owners within 20 days after a decision is made to  
17 enter into the contract and the unit owners are afforded  
18 an opportunity by filing a petition, signed by 20% of the  
19 unit owners, for an election to approve or disapprove the  
20 contract; such petition shall be filed within 30 days  
21 after such notice and such election shall be held within  
22 30 days after filing the petition; for purposes of this  
23 subsection, a board member's immediate family means the  
24 board member's spouse, parents, and children;

25 (17) that the board of managers may disseminate to  
26 unit owners biographical and background information about



1 candidates for election to the board if (i) reasonable  
2 efforts to identify all candidates are made and all  
3 candidates are given an opportunity to include  
4 biographical and background information in the information  
5 to be disseminated; and (ii) the board does not express a  
6 preference in favor of any candidate;

7 (18) any proxy distributed for board elections by the  
8 board of managers gives unit owners the opportunity to  
9 designate any person as the proxy holder, and gives the  
10 unit owner the opportunity to express a preference for any  
11 of the known candidates for the board or to write in a  
12 name;

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

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

21 (21) that the board may ratify and confirm actions of  
22 the members of the board taken in response to an  
23 emergency, as that term is defined in subdivision  
24 (a)(8)(iv) of this Section; that the board shall give  
25 notice to the unit owners of: (i) the occurrence of the  
26 emergency event within 7 business days after the emergency

1 event, and (ii) the general description of the actions  
2 taken to address the event within 7 days after the  
3 emergency event.

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

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

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

21 (3) that the members shall hold an annual meeting, one  
22 of the purposes of which shall be to elect members of the  
23 board of managers;

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

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

1 owners;

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

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

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

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

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

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

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

23 (B-5) that if a rule adopted at least 120 days before a  
24 board election or the declaration or bylaws provide for  
25 balloting as set forth in this subparagraph, unit owners  
26 may not vote by proxy in board elections, but may vote only

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

23 (C) that if a written petition by unit owners with at  
24 least 20% of the votes of the association is delivered to  
25 the board within 30 days after the board's approval of a  
26 rule adopted pursuant to subparagraph (B) or subparagraph

1 (B-5) of this paragraph (9), the board shall call a  
2 meeting of the unit owners within 30 days after the date of  
3 delivery of the petition; that unless a majority of the  
4 total votes of the unit owners are cast at the meeting to  
5 reject the rule, the rule is ratified;

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

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

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

1 members of the board, shall have the right to vote for the  
2 election of members of the board of managers and to be  
3 elected to and serve on the board of managers unless the  
4 seller expressly retains in writing any or all of such  
5 rights. In no event may the seller and purchaser both be  
6 counted toward a quorum, be permitted to vote for a  
7 particular office or be elected and serve on the board.  
8 Satisfactory evidence of the installment sales contract  
9 shall be made available to the association or its agents.  
10 For purposes of this subsection, "installment sales  
11 contract" shall have the same meaning as set forth in  
12 Section 5 of the Installment Sales Contract Act and  
13 Section 1(e) of the Dwelling Unit Installment Contract  
14 Act;

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

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

24 (i) merger or consolidation of the association;

25 (ii) sale, lease, exchange, or other disposition

26 (excluding the mortgage or pledge) of all, or



1 substantially all of the property and assets of the  
2 association; and

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

5 (c) Election of a president from among the board of  
6 managers, who shall preside over the meetings of the board  
7 of managers and of the unit owners.

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

13 (e) Election of a treasurer from among the board of  
14 managers, who shall keep the financial records and books  
15 of account.

16 (f) Maintenance, repair and replacement of the common  
17 elements and payments therefor, including the method of  
18 approving payment vouchers.

19 (g) An association with 30 or more units shall obtain  
20 and maintain fidelity insurance covering persons who  
21 control or disburse funds of the association for the  
22 maximum amount of coverage available to protect funds in  
23 the custody or control of the association plus the  
24 association reserve fund. All management companies which  
25 are responsible for the funds held or administered by the  
26 association shall maintain and furnish to the association

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

25 For the purpose of this subsection, a management  
26 company shall be defined as a person, partnership,

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

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

22 (h) Method of estimating the amount of the annual  
23 budget, and the manner of assessing and collecting from  
24 the unit owners their respective shares of such estimated  
25 expenses, and of any other expenses lawfully agreed upon.

26 (i) That upon 10 days notice to the manager or board of

1 managers and payment of a reasonable fee, any unit owner  
2 shall be furnished a statement of his account setting  
3 forth the amount of any unpaid assessments or other  
4 charges due and owing from such owner.

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

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

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

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

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

1 (the effective date of Public Act 83-1271).

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

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

22 (p) That when 30% or fewer of the units, by number,  
23 possess over 50% in the aggregate of the votes in the  
24 association, any percentage vote of members specified  
25 herein or in the condominium instruments shall require the  
26 specified percentage by number of units rather than by

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

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

25 The provisions of this Section are applicable to all  
26 condominium instruments recorded under this Act. Any portion

1 of a condominium instrument which contains provisions contrary  
2 to these provisions shall be void as against public policy and  
3 ineffective. Any such instrument which fails to contain the  
4 provisions required by this Section shall be deemed to  
5 incorporate such provisions by operation of law.

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