

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 Code of Civil Procedure is amended by  
5 changing Section 15-1507 as follows:

6 (735 ILCS 5/15-1507) (from Ch. 110, par. 15-1507)

7 Sec. 15-1507. Judicial Sale.

8 (a) In General. Except as provided in Sections 15-1402 and  
9 15-1403, upon entry of a judgment of foreclosure, the real  
10 estate which is the subject of the judgment shall be sold at a  
11 judicial sale in accordance with this Section 15-1507.

12 (b) Sale Procedures. Upon expiration of the reinstatement  
13 period and the redemption period in accordance with subsection  
14 (b) or (c) of Section 15-1603 or upon the entry of a judgment  
15 of foreclosure after the waiver of all rights of redemption,  
16 except as provided in subsection (g) of Section 15-1506, the  
17 real estate shall be sold at a sale as provided in this  
18 Article, on such terms and conditions as shall be specified by  
19 the court in the judgment of foreclosure. A sale may be  
20 conducted by any judge or sheriff.

21 (c) Notice of Sale. The mortgagee, or such other party  
22 designated by the court, in a foreclosure under this Article  
23 shall give public notice of the sale as follows:

1           (1) The notice of sale shall include at least the  
2 following information, but an immaterial error in the  
3 information shall not invalidate the legal effect of the  
4 notice:

5           (A) the name, address and telephone number of the  
6 person to contact for information regarding the real  
7 estate;

8           (B) the common address and other common  
9 description (other than legal description), if any, of  
10 the real estate;

11           (C) a legal description of the real estate  
12 sufficient to identify it with reasonable certainty;

13           (D) a description of the improvements on the real  
14 estate;

15           (E) the times specified in the judgment, if any,  
16 when the real estate may be inspected prior to sale;

17           (F) the time and place of the sale;

18           (G) the terms of the sale;

19           (H) the case title, case number and the court in  
20 which the foreclosure was filed;

21           (H-1) in the case of a condominium unit to which  
22 subsection (g) of Section 9 of the Condominium Property  
23 Act applies, the statement required by subdivision  
24 (g) (5) of Section 9 of the Condominium Property Act;  
25 ~~and~~

26           (H-2) in the case of a unit of a common interest

1           community to which subsection (g-1) of Section 18.5 of  
2           the Condominium Property Act applies, the statement  
3           required by subdivision (g-1) of Section 18.5 of the  
4           Condominium Property Act; and

5           (I) such other information ordered by the Court.

6           (2) The notice of sale shall be published at least 3  
7           consecutive calendar weeks (Sunday through Saturday), once  
8           in each week, the first such notice to be published not  
9           more than 45 days prior to the sale, the last such notice  
10          to be published not less than 7 days prior to the sale, by:

11          (i) (A) advertisements in a newspaper circulated to the  
12          general public in the county in which the real estate is  
13          located, in the section of that newspaper where legal  
14          notices are commonly placed and (B) separate  
15          advertisements in the section of such a newspaper, which  
16          (except in counties with a population in excess of  
17          3,000,000) may be the same newspaper, in which real estate  
18          other than real estate being sold as part of legal  
19          proceedings is commonly advertised to the general public;  
20          provided, that the separate advertisements in the real  
21          estate section need not include a legal description and  
22          that where both advertisements could be published in the  
23          same newspaper and that newspaper does not have separate  
24          legal notices and real estate advertisement sections, a  
25          single advertisement with the legal description shall be  
26          sufficient; and (ii) such other publications as may be

1 further ordered by the court.

2 (3) The party who gives notice of public sale in  
3 accordance with subsection (c) of Section 15-1507 shall  
4 also give notice to all parties in the action who have  
5 appeared and have not theretofore been found by the court  
6 to be in default for failure to plead. Such notice shall be  
7 given in the manner provided in the applicable rules of  
8 court for service of papers other than process and  
9 complaint, not more than 45 days nor less than 7 days prior  
10 to the day of sale. After notice is given as required in  
11 this Section a copy thereof shall be filed in the office of  
12 the clerk of the court entering the judgment, together with  
13 a certificate of counsel or other proof that notice has  
14 been served in compliance with this Section.

15 (4) The party who gives notice of public sale in  
16 accordance with subsection (c) of Section 15-1507 shall  
17 again give notice in accordance with that Section of any  
18 adjourned sale; provided, however, that if the adjourned  
19 sale is to occur less than 60 days after the last scheduled  
20 sale, notice of any adjourned sale need not be given  
21 pursuant to this Section. In the event of adjournment, the  
22 person conducting the sale shall, upon adjournment,  
23 announce the date, time and place upon which the adjourned  
24 sale shall be held. Notwithstanding any language to the  
25 contrary, for any adjourned sale that is to be conducted  
26 more than 60 days after the date on which it was to first

1           be held, the party giving notice of such sale shall again  
2           give notice in accordance with this Section.

3           (5) Notice of the sale may be given prior to the  
4           expiration of any reinstatement period or redemption  
5           period.

6           (6) No other notice by publication or posting shall be  
7           necessary unless required by order or rule of the court.

8           (7) The person named in the notice of sale to be  
9           contacted for information about the real estate may, but  
10          shall not be required, to provide additional information  
11          other than that set forth in the notice of sale.

12          (d) Election of Property. If the real estate which is the  
13          subject of a judgment of foreclosure is susceptible of  
14          division, the court may order it to be sold as necessary to  
15          satisfy the judgment. The court shall determine which real  
16          estate shall be sold, and the court may determine the order in  
17          which separate tracts may be sold.

18          (e) Receipt upon Sale. Upon and at the sale of mortgaged  
19          real estate, the person conducting the sale shall give to the  
20          purchaser a receipt of sale. The receipt shall describe the  
21          real estate purchased and shall show the amount bid, the amount  
22          paid, the total amount paid to date and the amount still to be  
23          paid therefor. An additional receipt shall be given at the time  
24          of each subsequent payment.

25          (f) Certificate of Sale. Upon payment in full of the amount  
26          bid, the person conducting the sale shall issue, in duplicate,

1 and give to the purchaser a Certificate of Sale. The  
2 Certificate of Sale shall be in a recordable form, describe the  
3 real estate purchased, indicate the date and place of sale and  
4 show the amount paid therefor. The Certificate of Sale shall  
5 further indicate that it is subject to confirmation by the  
6 court. The duplicate certificate may be recorded in accordance  
7 with Section 12-121. The Certificate of Sale shall be freely  
8 assignable by endorsement thereon.

9 (g) Interest after Sale. Any bid at sale shall be deemed to  
10 include, without the necessity of a court order, interest at  
11 the statutory judgment rate on any unpaid portion of the sale  
12 price from the date of sale to the date of payment.

13 (Source: P.A. 94-1049, eff. 1-1-07.)

14 Section 10. The Condominium Property Act is amended by  
15 changing Section 18.5 as follows:

16 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

17 Sec. 18.5. Master Associations.

18 (a) If the declaration, other condominium instrument, or  
19 other duly recorded covenants provide that any of the powers of  
20 the unit owners associations are to be exercised by or may be  
21 delegated to a nonprofit corporation or unincorporated  
22 association that exercises those or other powers on behalf of  
23 one or more condominiums, or for the benefit of the unit owners  
24 of one or more condominiums, such corporation or association

1 shall be a master association.

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

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

10 (c) Meetings and finances.

11 (1) Each unit owner of a condominium subject to the  
12 authority of the board of the master association shall  
13 receive, at least 30 days prior to the adoption thereof by  
14 the board of the master association, a copy of the proposed  
15 annual budget.

16 (2) The board of the master association shall annually  
17 supply to all unit owners of condominiums subject to the  
18 authority of the board of the master association an  
19 itemized accounting of the common expenses for the  
20 preceding year actually incurred or paid, together with a  
21 tabulation of the amounts collected pursuant to the budget  
22 or assessment, and showing the net excess or deficit of  
23 income over expenditures plus reserves.

24 (3) Each unit owner of a condominium subject to the  
25 authority of the board of the master association shall  
26 receive written notice mailed or delivered no less than 10

1 and no more than 30 days prior to any meeting of the board  
2 of the master association concerning the adoption of the  
3 proposed annual budget or any increase in the budget, or  
4 establishment of an assessment.

5 (4) Meetings of the board of the master association  
6 shall be open to any unit owner in a condominium subject to  
7 the authority of the board of the master association,  
8 except for the portion of any meeting held:

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

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

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

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

22 Any unit owner may record the proceedings at meetings  
23 required to be open by this Act by tape, film or other  
24 means; the board may prescribe reasonable rules and  
25 regulations to govern the right to make such recordings.  
26 Notice of meetings shall be mailed or delivered at least 48



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

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

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

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

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

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

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

6           (d) Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24           (2) The election of the initial board of directors of a  
25 master association whose declaration is recorded on or  
26 after August 10, 1990, by the unit owners or the boards of

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

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

24 (4) Within 60 days following the election of a majority  
25 of the board of directors, other than the developer, by  
26 unit owners, the developer shall deliver to the board of

1 directors:

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

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

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

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

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

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

25          (5) With respect to any master association whose  
26          declaration is recorded on or after August 10, 1990, any



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

26 (6) The statute of limitations for any actions in law

1 or equity which the master association may bring shall not  
2 begin to run until the unit owners or underlying  
3 condominium board of managers have elected a majority of  
4 the members of the board of directors.

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

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

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

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

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

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

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

26 (7) A statement setting forth what insurance coverage

1 is provided for all unit owners by the association.

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

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

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

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

1 the collection of assessments, the purchaser shall have no  
2 obligation to pay any assessments that accrued before he or she  
3 acquired title. The notice of sale of a unit of a common  
4 interest community under subsection (c) of Section 15-1507 of  
5 the Code of Civil Procedure shall state that the purchaser of  
6 the unit other than a mortgagee shall pay the assessments  
7 required by this subsection (g-1).

8 (h) Errors and omissions.

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

20 (2) If, through a scrivener's error, a unit has not  
21 been designated as owning an appropriate undivided share of  
22 the common areas or does not bear an appropriate share of  
23 the common expenses, or if all of the common expenses or  
24 all of the common elements in the condominium have not been  
25 distributed in the declaration, so that the sum total of  
26 the shares of common areas which have been distributed or

1 the sum total of the shares of the common expenses fail to  
2 equal 100%, or if it appears that more than 100% of the  
3 common elements or common expenses have been distributed,  
4 the error may be corrected by operation of law by filing an  
5 amendment to the declaration, approved by vote of  
6 two-thirds of the members of the board of directors or a  
7 majority vote of the unit owners at a meeting called for  
8 that purpose, which proportionately adjusts all percentage  
9 interests so that the total is equal to 100%, unless the  
10 declaration specifically provides for a different  
11 procedure or different percentage vote by the owners of the  
12 units and the owners of mortgages thereon affected by  
13 modification being made in the undivided interest in the  
14 common areas, the number of votes in the unit owners  
15 association or the liability for common expenses  
16 appertaining to the unit.

17 (3) If an omission or error or a scrivener's error in  
18 the declaration or other instrument is corrected by vote of  
19 two-thirds of the members of the board of directors  
20 pursuant to the authority established in subdivisions  
21 (h)(1) or (h)(2) of this Section, the board, upon written  
22 petition by unit owners with 20% of the votes of the  
23 association or resolutions adopted by the board of managers  
24 or board of directors of the condominium and common  
25 interest community associations which select 20% of the  
26 members of the board of directors of the master

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

17 (4) The procedures for amendments set forth in this  
18 subsection (h) cannot be used if such an amendment would  
19 materially or adversely affect property rights of the unit  
20 owners unless the affected unit owners consent in writing.  
21 This Section does not restrict the powers of the  
22 association to otherwise amend the declaration, bylaws, or  
23 other condominium instruments, but authorizes a simple  
24 process of amendment requiring a lesser vote for the  
25 purpose of correcting defects, errors, or omissions when  
26 the property rights of the unit owners are not materially

1 or adversely affected.

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

20 (6) Nothing contained in this Section shall be  
21 construed to invalidate any provision of a declaration  
22 authorizing the developer to amend an instrument prior to  
23 the latest date on which the initial membership meeting of  
24 the unit owners must be held, whether or not it has  
25 actually been held, to bring the instrument into compliance  
26 with the legal requirements of the Federal National

1 Mortgage Association, the Federal Home Loan Mortgage  
2 Corporation, the Federal Housing Administration, the  
3 United States Veterans Administration or their respective  
4 successors and assigns.

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

19 (j) The provisions of subsections (c) through (h) are  
20 applicable to all common interest community associations and  
21 their unit owners for common interest community associations  
22 which are subject to the provisions of Section 9-102(a)(8) of  
23 the Code of Civil Procedure. For purposes of this subsection,  
24 the terms "common interest community" and "unit owners" shall  
25 have the same meaning as set forth in Section 9-102(c) of the  
26 Code of Civil Procedure.



1 (Source: P.A. 94-384, eff. 1-1-06.)

2 Section 99. Effective date. This Act takes effect upon  
3 becoming law.