

1 AN ACT concerning civil law.

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

4 Section 5. The Common Interest Community Association Act is  
5 amended by changing Sections 1-5, 1-15, 1-20, 1-25, 1-30, 1-35,  
6 1-40, 1-45, 1-55, 1-60, and 1-75 and by adding Section 1-80 as  
7 follows:

8 (765 ILCS 160/1-5)

9 Sec. 1-5. Definitions. As used in this Act, unless the  
10 context otherwise requires:

11 "Association" or "common interest community association"  
12 means the association of all the unit owners of a common  
13 interest community, acting pursuant to bylaws through its duly  
14 elected board of managers or board of directors.

15 "Board" means a common interest community association's  
16 board of managers or board of directors, whichever is  
17 applicable.

18 "Board member" or "member of the board" means a member of  
19 the board of managers or the board of directors, whichever is  
20 applicable.

21 "Board of directors" means, for a common interest community  
22 that has been incorporated as an Illinois not-for-profit  
23 corporation, the group of people elected by the unit owners of

1 a common interest community as the governing body to exercise  
2 for the unit owners of the common interest community  
3 association all powers, duties, and authority vested in the  
4 board of directors under this Act and the common interest  
5 community association's declaration and bylaws.

6 "Board of managers" means, for a common interest community  
7 that is an unincorporated association, the group of people  
8 elected by the unit owners of a common interest community as  
9 the governing body to exercise for the unit owners of the  
10 common interest community association all powers, duties, and  
11 authority vested in the board of managers under this Act and  
12 the common interest community association's declaration and  
13 bylaws.

14 "Building" means all structures, attached or unattached,  
15 containing one or more units.

16 "Common areas" means the portion of the property other than  
17 a unit.

18 "Common expenses" means the proposed or actual expenses  
19 affecting the property, including reserves, if any, lawfully  
20 assessed by the common interest community association.

21 "Common interest community" means real estate other than a  
22 condominium or cooperative with respect to which any person by  
23 virtue of his or her ownership of a partial interest or a unit  
24 therein is obligated to pay for the maintenance, improvement,  
25 insurance premiums or real estate taxes of common areas  
26 described in a declaration which is administered by an

1 association. "Common interest community" may include, but not  
2 be limited to, an attached or detached townhome, villa, or  
3 single-family home, ~~or master association.~~ A "common interest  
4 community" does not include a master association.

5 "Community instruments" means all documents and authorized  
6 amendments thereto recorded by a developer or common interest  
7 community association, including, but not limited to, the  
8 declaration, bylaws, plat of survey, and rules and regulations.

9 "Declaration" means any duly recorded instruments, however  
10 designated, that have created a common interest community and  
11 any duly recorded amendments to those instruments.

12 "Developer" means any person who submits property legally  
13 or equitably owned in fee simple by the person to the  
14 provisions of this Act, or any person who offers units legally  
15 or equitably owned in fee simple by the person for sale in the  
16 ordinary course of such person's business, including any  
17 successor to such person's entire interest in the property  
18 other than the purchaser of an individual unit.

19 "Developer control" means such control at a time prior to  
20 the election of the board of the common interest community  
21 association by a majority of the unit owners other than the  
22 developer.

23 "Majority" or "majority of the unit owners" means the  
24 owners of more than 50% in the aggregate in interest of the  
25 undivided ownership of the common elements. Any specified  
26 percentage of the unit owners means such percentage in the

1 aggregate in interest of such undivided ownership. "Majority"  
2 or "majority of the members of the board of the common interest  
3 community association" means more than 50% of the total number  
4 of persons constituting such board pursuant to the bylaws. Any  
5 specified percentage of the members of the common interest  
6 community association means that percentage of the total number  
7 of persons constituting such board pursuant to the bylaws.

8 "Management company" or "community association manager"  
9 means a person, partnership, corporation, or other legal entity  
10 entitled to transact business on behalf of others, acting on  
11 behalf of or as an agent for an association for the purpose of  
12 carrying out the duties, responsibilities, and other  
13 obligations necessary for the day to day operation and  
14 management of any property subject to this Act.

15 ~~"Master association" means a common interest community~~  
16 ~~association that exercises its powers on behalf of one or more~~  
17 ~~condominium or other common interest community associations or~~  
18 ~~for the benefit of unit owners in such associations.~~

19 "Meeting of the board" or "board meeting" means any  
20 gathering of a quorum of the members of the board of the common  
21 interest community association held for the purpose of  
22 conducting board business.

23 "Member" means the person or entity designated as an owner  
24 and entitled to one vote as defined by the community  
25 instruments.

26 "Membership" means the collective group of members

1 entitled to vote as defined by the community instruments.

2 "Parcel" means the lot or lots or tract or tracts of land  
3 described in the declaration as part of a common interest  
4 community.

5 "Person" means a natural individual, corporation,  
6 partnership, trustee, or other legal entity capable of holding  
7 title to real property.

8 "Plat" means a plat or plats of survey of the parcel and of  
9 all units in the common interest community, which may consist  
10 of a three-dimensional horizontal and vertical delineation of  
11 all such units, structures, easements, and common areas on the  
12 property.

13 "Prescribed delivery method" means mailing, delivering,  
14 posting in an association publication that is routinely mailed  
15 to all unit owners, or any other delivery method that is  
16 approved in writing by the unit owner and authorized by the  
17 community instruments.

18 "Property" means all the land, property, and space  
19 comprising the parcel, all improvements and structures  
20 erected, constructed or contained therein or thereon,  
21 including any building and all easements, rights, and  
22 appurtenances belonging thereto, and all fixtures and  
23 equipment intended for the mutual use, benefit, or enjoyment of  
24 the unit owners, under the authority or control of a common  
25 interest community association.

26 "Purchaser" means any person or persons, other than the

1 developer, who purchase a unit in a bona fide transaction for  
2 value.

3 "Record" means to record in the office of the recorder of  
4 the county wherein the property is located.

5 "Reserves" means those sums paid by unit owners which are  
6 separately maintained by the common interest community  
7 association for purposes specified by the declaration and  
8 bylaws of the common interest community association.

9 "Unit" means a part of the property designed and intended  
10 for any type of independent use.

11 "Unit owner" means the person or persons whose estates or  
12 interests, individually or collectively, aggregate fee simple  
13 absolute ownership of a unit.

14 (Source: P.A. 96-1400, eff. 7-29-10.)

15 (765 ILCS 160/1-15)

16 Sec. 1-15. Construction, interpretation, and validity of  
17 community instruments.

18 (a) Except to the extent otherwise provided by the  
19 declaration or other community instruments, the terms defined  
20 in Section 1-5 of this Act shall be deemed to have the meaning  
21 specified therein unless the context otherwise requires.

22 (b) All provisions of the declaration, bylaws, and other  
23 community instruments are severable.

24 (c) A provision in the declaration limiting ownership,  
25 rental, or occupancy of a unit to a person 55 years of age or

1 older shall be valid and deemed not to be in violation of  
2 Article 3 of the Illinois Human Rights Act provided that the  
3 person or the immediate family of a person owning, renting, or  
4 lawfully occupying such unit prior to the recording of the  
5 initial declaration shall not be deemed to be in violation of  
6 such age restriction so long as they continue to own or reside  
7 in such unit.

8 (d) Every common interest community association shall  
9 define a member and its relationship to the units or unit  
10 owners in its community instruments.

11 (Source: P.A. 96-1400, eff. 7-29-10.)

12 (765 ILCS 160/1-20)

13 Sec. 1-20. Amendments to the declaration or bylaws.

14 (a) The administration of every property shall be governed  
15 by the declaration and bylaws, which may either be embodied in  
16 the declaration or in a separate instrument, a true copy of  
17 which shall be appended to and recorded with the declaration.  
18 No modification or amendment of the declaration or bylaws shall  
19 be valid unless the same is set forth in an amendment thereof  
20 and such amendment is duly recorded. An amendment of the  
21 declaration or bylaws shall be deemed effective upon  
22 recordation, unless the amendment sets forth a different  
23 effective date.

24 (b) Unless otherwise provided by this Act, amendments to  
25 community instruments authorized to be recorded shall be

1 executed and recorded by the president of the board or such  
2 other officer authorized by the common interest community  
3 association or the community instruments ~~declaration~~.

4 (c) If an association that currently permits leasing amends  
5 its declaration, bylaws, or rules and regulations to prohibit  
6 leasing, nothing in this Act or the declarations, bylaws, rules  
7 and regulations of an association shall prohibit a unit owner  
8 incorporated under 26 USC 501(c)(3) which is leasing a unit at  
9 the time of the prohibition from continuing to do so until such  
10 time that the unit owner voluntarily sells the unit; and no  
11 special fine, fee, dues, or penalty shall be assessed against  
12 the unit owner for leasing its unit.

13 (Source: P.A. 96-1400, eff. 7-29-10.)

14 (765 ILCS 160/1-25)

15 Sec. 1-25. Board of managers, board of directors, duties,  
16 elections, and voting.

17 (a) There shall be an annual election of the board of  
18 managers or board of directors from among the membership unit  
19 ~~owners~~ of a common interest community association.

20 (b) (Blank). ~~The terms of at least one third of the members~~  
21 ~~of the board shall expire annually and all members of the board~~  
22 ~~shall be elected at large.~~

23 (c) The members of the board shall serve without  
24 compensation, unless the community instruments indicate  
25 otherwise.

1 (d) No member of the board or officer shall be elected for  
2 a term of more than 3 years, but officers and board members may  
3 succeed themselves.

4 (e) If there is a vacancy on the board, the remaining  
5 members of the board may fill the vacancy by a two-thirds vote  
6 of the remaining board members until the next annual meeting of  
7 the membership ~~unit owners~~ or until members ~~unit owners~~ holding  
8 20% of the votes of the association request a meeting of the  
9 members ~~unit owners~~ to fill the vacancy for the balance of the  
10 term. A meeting of the members ~~unit owners~~ shall be called for  
11 purposes of filling a vacancy on the board no later than 30  
12 days following the filing of a petition signed by membership  
13 ~~unit owners~~ holding 20% of the votes of the association  
14 requesting such a meeting.

15 (f) There shall be an election of a:

16 (1) president from among the members of the board, who  
17 shall preside over the meetings of the board and of the  
18 membership ~~unit owners~~;

19 (2) secretary from among the members of the board, who  
20 shall keep the minutes of all meetings of the board and of  
21 the membership ~~unit owners~~ and who shall, in general,  
22 perform all the duties incident to the office of secretary;  
23 and

24 (3) treasurer from among the members of the board, who  
25 shall keep the financial records and books of account.

26 (g) If no election is held to elect board members within

1 the time period specified in the bylaws, or within a reasonable  
2 amount of time thereafter not to exceed 90 days, then 20% of  
3 the members ~~unit owners~~ may bring an action to compel  
4 compliance with the election requirements specified in the  
5 bylaws. If the court finds that an election was not held to  
6 elect members of the board within the required period due to  
7 the bad faith acts or omissions of the board of managers or the  
8 board of directors, the unit owners shall be entitled to  
9 recover their reasonable attorney's fees and costs from the  
10 association. If the relevant notice requirements have been met  
11 and an election is not held solely due to a lack of a quorum,  
12 then this subsection (g) does not apply.

13 (h) Where there is more than one owner of a unit and there  
14 is only one member vote associated with that unit, if only one  
15 of the multiple owners is present at a meeting of the  
16 membership association, he or she is entitled to cast the  
17 member vote associated with that unit ~~all the votes allocated~~  
18 ~~to that unit~~.

19 (h-5) A member ~~unit owner~~ may vote:

20 (1) by proxy executed in writing by the member ~~unit~~  
21 ~~owner~~ or by his or her duly authorized attorney in fact,  
22 provided, however, that the proxy bears the date of  
23 execution. Unless the community instruments or the written  
24 proxy itself provide otherwise, proxies will not be valid  
25 for more than 11 months after the date of its execution; or

26 (2) by submitting an association-issued ballot in

1 person at the election meeting; or

2 (3) by submitting an association-issued ballot to the  
3 association or its designated agent by mail or other means  
4 of delivery specified in the declaration or bylaws.

5 (i) The association may, upon adoption of the appropriate  
6 rules by the board, conduct elections by secret ballot,  
7 distributed by the association, whereby the voting ballot is  
8 marked only with the voting interest for the member ~~unit~~ and  
9 the vote itself, provided that the association shall further  
10 adopt rules to verify the status of the member ~~unit owner~~  
11 issuing a proxy or casting a ballot. A candidate for election  
12 to the board or such candidate's representative shall have the  
13 right to be present at the counting of ballots at such  
14 election.

15 (j) Upon proof of purchase, the ~~The~~ purchaser of a unit  
16 from a seller other than the developer pursuant to an  
17 installment contract for purchase shall, during such times as  
18 he or she resides in the unit, be counted toward a quorum for  
19 purposes of election of members of the board at any meeting of  
20 the membership ~~unit owners~~ called for purposes of electing  
21 members of the board, shall have the right to vote for the  
22 ~~election of~~ members of the board of the common interest  
23 community association and to be elected to and serve on the  
24 board unless the seller expressly retains in writing any or all  
25 of such rights.

26 (Source: P.A. 96-1400, eff. 7-29-10.)

1 (765 ILCS 160/1-30)

2 Sec. 1-30. Board duties and obligations; records.

3 (a) The board shall meet at least 4 times annually.

4 (b) A member of the board of the common interest community  
5 association may not enter into a contract with a current board  
6 member, or with a corporation or partnership in which a board  
7 member or a member of his or her immediate family has 25% or  
8 more interest, unless notice of intent to enter into the  
9 contract is given to unit owners within 20 days after a  
10 decision is made to enter into the contract and the unit owners  
11 are afforded an opportunity by filing a petition, signed by 20%  
12 of the membership ~~unit owners~~, for an election to approve or  
13 disapprove the contract; such petition shall be filed within 20  
14 days after such notice and such election shall be held within  
15 30 days after filing the petition. For purposes of this  
16 subsection, a board member's immediate family means the board  
17 member's spouse, parents, and children.

18 (c) The bylaws shall provide for the maintenance, repair,  
19 and replacement of the common areas and payments therefor,  
20 including the method of approving payment vouchers.

21 (d) (Blank).

22 (e) The association may engage the services of a manager or  
23 management company.

24 (f) The association shall have one class of membership  
25 unless the declaration or bylaws provide otherwise; however,

1 this subsection (f) shall not be construed to limit the  
2 operation of subsection (c) of Section 1-20 of this Act.

3 (g) The board shall have the power, after notice and an  
4 opportunity to be heard, to levy and collect reasonable fines  
5 from unit owners for violations of the declaration, bylaws, and  
6 rules and regulations of the common interest community  
7 association.

8 (h) Other than attorney's fees and court costs, no fees  
9 pertaining to the collection of a unit owner's financial  
10 obligation to the association, including fees charged by a  
11 manager or managing agent, shall be added to and deemed a part  
12 of a unit owner's respective share of the common expenses  
13 unless: (i) the managing agent fees relate to the costs to  
14 collect common expenses for the association; (ii) the fees are  
15 set forth in a contract between the managing agent and the  
16 association; and (iii) the authority to add the management fees  
17 to a unit owner's respective share of the common expenses is  
18 specifically stated in the declaration or bylaws of the  
19 association.

20 (i) Board records.

21 (1) The board shall maintain the following records of  
22 the association and make them available for examination and  
23 copying at convenient hours of weekdays by any unit owner  
24 in a common interest community subject to the authority of  
25 the board, their mortgagees, and their duly authorized  
26 agents or attorneys:

1 (i) Copies of the recorded declaration, other  
2 community instruments, other duly recorded covenants  
3 and bylaws and any amendments, articles of  
4 incorporation, annual reports, and any rules and  
5 regulations adopted by the board shall be available.  
6 Prior to the organization of the board, the developer  
7 shall maintain and make available the records set forth  
8 in this paragraph (i) for examination and copying.

9 (ii) Detailed and accurate records in  
10 chronological order of the receipts and expenditures  
11 affecting the common areas, specifying and itemizing  
12 the maintenance and repair expenses of the common areas  
13 and any other expenses incurred, and copies of all  
14 contracts, leases, or other agreements entered into by  
15 the board shall be maintained.

16 (iii) The minutes of all meetings of the board  
17 which shall be maintained for not less than 7 years.

18 (iv) With a written statement of a proper purpose,  
19 ballots and proxies related thereto, if any, for any  
20 election held for the board and for any other matters  
21 voted on by the unit owners, which shall be maintained  
22 for not less than one year.

23 (v) With a written statement of a proper purpose,  
24 such other records of the board as are available for  
25 inspection by members of a not-for-profit corporation  
26 pursuant to Section 107.75 of the General Not For

1 Profit Corporation Act of 1986 shall be maintained.

2 (vi) With respect to units owned by a land trust, a  
3 living trust, or other legal entity, the trustee,  
4 officer, or manager of the entity may designate, in  
5 writing, a person to cast votes on behalf of the unit  
6 owner and a designation shall remain in effect until a  
7 subsequent document is filed with the association.

8 (2) Where a request for records under this subsection  
9 is made in writing to the board or its agent, failure to  
10 provide the requested record or to respond within 30 days  
11 shall be deemed a denial by the board.

12 (3) A reasonable fee may be charged by the board for  
13 the cost of retrieving and copying records properly  
14 requested.

15 (4) If the board fails to provide records properly  
16 requested under paragraph (1) of this subsection (i) within  
17 the time period provided in that paragraph (1), the unit  
18 owner may seek appropriate relief and shall be entitled to  
19 an award of reasonable attorney's fees and costs if the  
20 unit owner prevails and the court finds that such failure  
21 is due to the acts or omissions of the board of managers or  
22 the board of directors.

23 (j) The board shall have standing and capacity to act in a  
24 representative capacity in relation to matters involving the  
25 common areas or more than one unit, on behalf of the unit  
26 owners as their interests may appear.

1 (Source: P.A. 96-1400, eff. 7-29-10.)

2 (765 ILCS 160/1-35)

3 Sec. 1-35. Unit owner powers, duties, and obligations.

4 (a) The provisions of this Act, the declaration, bylaws,  
5 other community instruments, and rules and regulations that  
6 relate to the use of an individual unit or the common areas  
7 shall be applicable to any person leasing a unit and shall be  
8 deemed to be incorporated in any lease executed or renewed on  
9 or after the effective date of this Act. With regard to any  
10 lease entered into subsequent to the effective date of this  
11 Act, the unit owner leasing the unit shall deliver a copy of  
12 the signed lease to the association or if the lease is oral, a  
13 memorandum of the lease, not later than the date of occupancy  
14 or 10 days after the lease is signed, whichever occurs first.

15 (b) If there are multiple owners of a single unit, only one  
16 of the multiple owners shall be eligible to serve as a member  
17 of the board at any one time.

18 (c) Two-thirds of the membership ~~unit owners~~ may remove a  
19 board member as a director at a duly ~~duty~~ called special  
20 meeting ~~of the unit owners~~.

21 (d) In the event of any resale of a unit in a common  
22 interest community association by a unit owner other than the  
23 developer, the board shall make available for inspection to the  
24 prospective purchaser, upon demand, the following:

25 (1) A copy of the declaration, other instruments, and

1 any rules and regulations.

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

5 (3) A statement of any capital expenditures  
6 anticipated by the association within the current or  
7 succeeding 2 fiscal years.

8 (4) A statement of the status and amount of any reserve  
9 or for replacement fund and any other fund specifically  
10 designated for association projects ~~portion of such fund~~  
11 ~~earmarked for any specified project by the board.~~

12 (5) A copy of the statement of financial condition of  
13 the association for the last fiscal year for which such a  
14 statement is available.

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

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

19 ~~(8) A statement that any improvements or alterations~~  
20 ~~made to the unit, or any part of the common areas assigned~~  
21 ~~thereto, by the prior unit owner are in good faith believed~~  
22 ~~to be in compliance with the declaration of the~~  
23 ~~association.~~

24 The principal officer of the board or such other officer as  
25 is specifically designated shall furnish the above information  
26 within 30 days after receiving a written request for such

1 information.

2 A reasonable fee covering the direct out-of-pocket cost of  
3 copying and providing such information may be charged by the  
4 association or the board to the unit seller for providing the  
5 information.

6 (Source: P.A. 96-1400, eff. 7-29-10.)

7 (765 ILCS 160/1-40)

8 Sec. 1-40. Meetings.

9 (a) Notice ~~Written notice~~ of any membership meeting shall  
10 be given detailing the time, place, and purpose of such meeting  
11 ~~mailed or delivered giving members~~ no less than 10 and no more  
12 than 30 days prior to the meeting through a prescribed delivery  
13 method ~~notice of the time, place, and purpose of such meeting.~~

14 (b) Meetings.

15 (1) Twenty percent of the membership ~~unit owners~~ shall  
16 constitute a quorum, unless the community instruments  
17 indicate a lesser amount ~~otherwise.~~

18 (2) The membership ~~unit owners~~ shall hold an annual  
19 meeting, ~~one of the purposes of which shall be to elect~~  
20 ~~members of the board of managers or board of directors of~~  
21 ~~the common interest community association.~~ The board of  
22 directors may be elected at the annual meeting.

23 (3) Special meetings of the board may be called by the  
24 president, by ~~or~~ 25% of the members of the board, or by any  
25 other method that is prescribed in the community

1 instruments. Special meetings of the membership ~~unit~~  
2 ~~owners~~ may be called by the president, the board, ~~or by~~ 20%  
3 of the membership, or any other method that is prescribed  
4 in the community instruments ~~unit owners.~~

5 (4) Except to the extent otherwise provided by this  
6 Act, the board shall give the unit owners notice of all  
7 board meetings at least 48 hours prior to the meeting by  
8 sending notice by using a prescribed delivery method ~~mail,~~  
9 ~~personal delivery,~~ or by posting copies of notices of  
10 meetings in entranceways, elevators, or other conspicuous  
11 places in the common areas of the common interest community  
12 at least 48 hours prior to the meeting except where there  
13 is no common entranceway for 7 or more units, the board may  
14 designate one or more locations in the proximity of these  
15 units where the notices of meetings shall be posted. The  
16 board shall give unit owners, ~~by mail or personal delivery,~~  
17 notice of any board meeting, through a prescribed delivery  
18 method, concerning the adoption of (i) the proposed annual  
19 budget, (ii) regular assessments, or (iii) a separate or  
20 special assessment within 10 to 60 ~~30~~ days prior to the  
21 meeting, unless otherwise provided in Section 1-45 (a) or  
22 any other provision of this Act.

23 (5) Meetings of the board shall be open to any unit  
24 owner, except for the portion of any meeting held (i) to  
25 discuss litigation when an action against or on behalf of  
26 the particular association has been filed and is pending in

1 a court or administrative tribunal, or when the common  
2 interest community association finds that such an action is  
3 probable or imminent, (ii) to consider third party  
4 contracts or information regarding appointment,  
5 employment, or dismissal of an employee, or (iii) to  
6 discuss violations of rules and regulations of the  
7 association or a unit owner's unpaid share of common  
8 expenses. Any vote on these matters shall be taken at a  
9 meeting or portion thereof open to any unit owner.

10 (6) The board must reserve a portion of the meeting of  
11 the board for comments by unit owners; provided, however,  
12 the duration and meeting order for the unit owner comment  
13 period is within the sole discretion of the board.

14 (Source: P.A. 96-1400, eff. 7-29-10.)

15 (765 ILCS 160/1-45)

16 Sec. 1-45. Finances.

17 (a) Each unit owner shall receive through a prescribed  
18 delivery method, at least 30 days but not more than 60 days  
19 prior to the adoption thereof by the board, a copy of the  
20 proposed annual budget together with an indication of which  
21 portions are intended for reserves, capital expenditures or  
22 repairs or payment of real estate taxes.

23 (b) The board shall provide all unit owners with a  
24 reasonably detailed summary of the receipts, common expenses,  
25 and reserves for the preceding budget year. The board shall (i)

1 make available for review ~~annually supply~~ to all unit owners an  
2 itemized accounting of the common expenses for the preceding  
3 year actually incurred or paid, together with an indication of  
4 which portions were for reserves, capital expenditures or  
5 repairs or payment of real estate taxes and with a tabulation  
6 of the amounts collected pursuant to the budget or assessment,  
7 and showing the net excess or deficit of income over  
8 expenditures plus reserves or (ii) provide a consolidated  
9 annual independent audit report of the financial status of all  
10 fund accounts within the association.

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

24 (d) Any common expense not set forth in the budget or any  
25 increase in assessments over the amount adopted in the budget  
26 shall be separately assessed against all unit owners.

1           (e) Separate assessments for expenditures relating to  
2 emergencies or mandated by law may be adopted by the board  
3 without being subject to unit owner approval or the provisions  
4 of subsection (c) or (f) of this Section. As used herein,  
5 "emergency" means an immediate danger to the structural  
6 integrity of the common areas or to the life, health, safety,  
7 or property of the unit owners.

8           (f) Assessments for additions and alterations to the common  
9 areas or to association-owned property not included in the  
10 adopted annual budget, shall be separately assessed and are  
11 subject to approval of two-thirds of the total members at a  
12 meeting called for that purpose ~~votes of all unit owners.~~

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

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

24           (Source: P.A. 96-1400, eff. 7-29-10.)

1           Sec. 1-55. Fidelity insurance. An association with 30 or  
2 more units shall obtain and maintain fidelity insurance  
3 covering persons who control or disburse funds of the  
4 association for the maximum amount of coverage that is  
5 commercially available or reasonably required ~~available~~ to  
6 protect funds in the custody or control of the association ~~plus~~  
7 ~~the 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 a  
10 fidelity bond for the maximum amount of coverage that is  
11 commercially available or reasonably required ~~available~~ to  
12 protect funds in the custody of the management company at any  
13 time. The association shall bear the cost of the fidelity  
14 insurance and fidelity bond, unless otherwise provided by  
15 contract between the association and a management company.

16       (Source: P.A. 96-1400, eff. 7-29-10.)

17           (765 ILCS 160/1-60)

18           Sec. 1-60. Errors and omissions.

19           (a) If there is an omission or error in the declaration or  
20 other instrument of the association, the association may  
21 correct the error or omission by an amendment to the  
22 declaration or other instrument, as may be required to conform  
23 it to this Act, to any other applicable statute, or to the  
24 declaration. The amendment shall be adopted by vote of  
25 two-thirds of the members of the board of directors or by a

1 majority vote of the members ~~unit-owners~~ at a meeting called  
2 for that purpose, unless the Act or the declaration of the  
3 association specifically provides for greater percentages or  
4 different procedures.

5 (b) If, through a scrivener's error, a unit has not been  
6 designated as owning an appropriate undivided share of the  
7 common areas or does not bear an appropriate share of the  
8 common expenses, or if all of the common expenses or all of the  
9 common elements have not been distributed in the declaration,  
10 so that the sum total of the shares of common areas which have  
11 been distributed or the sum total of the shares of the common  
12 expenses fail to equal 100%, or if it appears that more than  
13 100% of the common elements or common expenses have been  
14 distributed, the error may be corrected by operation of law by  
15 filing an amendment to the declaration, approved by vote of  
16 two-thirds of the members of the board or a majority vote of  
17 the members ~~unit-owners~~ at a meeting called for that purpose,  
18 which proportionately adjusts all percentage interests so that  
19 the total is equal to 100%, unless the declaration specifically  
20 provides for a different procedure or different percentage vote  
21 by the owners of the units and the owners of mortgages thereon  
22 affected by modification being made in the undivided interest  
23 in the common areas, the number of votes in the association or  
24 the liability for common expenses appertaining to the unit.

25 (c) If a scrivener's error in the declaration or other  
26 instrument is corrected by vote of two-thirds of the members of

1 the board pursuant to the authority established in subsection  
2 (a) or subsection (b), the board, upon written petition by  
3 members ~~unit owners~~ with 20% of the votes of the association  
4 received within 30 days of the board action, shall call a  
5 meeting of the members ~~unit owners~~ within 30 days of the filing  
6 of the petition to consider the board action. Unless a majority  
7 of the votes of the members ~~unit owners~~ of the association are  
8 cast at the meeting to reject the action, it is ratified  
9 whether or not a quorum is present.

10 (d) Nothing contained in this Section shall be construed to  
11 invalidate any provision of a declaration authorizing the  
12 developer to amend an instrument prior to the latest date on  
13 which the initial membership meeting of the unit owners must be  
14 held, whether or not it has actually been held, to bring the  
15 instrument into compliance with the legal requirements of the  
16 Federal National Mortgage Association, the Federal Home Loan  
17 Mortgage Corporation, the Federal Housing Administration, the  
18 United States Department of Veterans Affairs, or their  
19 respective successors and assigns.

20 (Source: P.A. 96-1400, eff. 7-29-10.)

21 (765 ILCS 160/1-75)

22 Sec. 1-75. Exemptions for small community interest  
23 communities.

24 (a) A common interest community association organized  
25 under the General Not for Profit Corporation Act of 1986 and

1 having either (i) 10 units or less or (ii) annual budgeted  
2 assessments of \$100,000 or less shall be exempt from this Act  
3 unless the association affirmatively elects to be covered by  
4 this Act by a majority of its directors or members ~~and unit~~  
5 ~~owners~~.

6 (b) Common interest community associations which in their  
7 declaration, bylaws, or other governing documents provide that  
8 the association may not use the courts or an arbitration  
9 process to collect or enforce assessments, fines, or similar  
10 levies and common interest community associations (i) of 10  
11 units or less or (ii) having annual budgeted assessments of  
12 \$50,000 or less shall be exempt from subsection (a) of Section  
13 1-30, subsections (a) and (b) of Section 1-40, and Section 1-55  
14 but shall be required to provide notice of meetings to unit  
15 owners in a manner and at a time that will allow unit owners to  
16 participate in those meetings.

17 (Source: P.A. 96-1400, eff. 7-29-10.)

18 (765 ILCS 160/1-80 new)

19 Sec. 1-80. Compliance. A common interest community  
20 association shall be in full compliance with the provisions of  
21 this Act no later than January 1, 2012.

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

1 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

2 Sec. 18.5. Master Associations.

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

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

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

19 (c) Meetings and finances.

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

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

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

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

14 (4) Meetings of the board of the master association  
15 shall be open to any unit owner in a condominium subject to  
16 the authority of the board of the master association,  
17 except for the portion of any meeting held:

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

23 (B) to consider information regarding appointment,  
24 employment or dismissal of an employee, or

25 (C) to discuss violations of rules and regulations  
26 of the master association or unpaid common expenses

1           owed to the master association.

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

5           Any unit owner may record the proceedings at meetings  
6           required to be open by this Act by tape, film or other  
7           means; the board may prescribe reasonable rules and  
8           regulations to govern the right to make such recordings.  
9           Notice of meetings shall be mailed or delivered at least 48  
10          hours prior thereto, unless a written waiver of such notice  
11          is signed by the persons entitled to notice before the  
12          meeting is convened. Copies of notices of meetings of the  
13          board of the master association shall be posted in  
14          entranceways, elevators, or other conspicuous places in  
15          the condominium at least 48 hours prior to the meeting of  
16          the board of the master association. Where there is no  
17          common entranceway for 7 or more units, the board of the  
18          master association may designate one or more locations in  
19          the proximity of these units where the notices of meetings  
20          shall be posted.

21          (5) If the declaration provides for election by unit  
22          owners of members of the board of directors in the event of  
23          a resale of a unit in the master association, the purchaser  
24          of a unit from a seller other than the developer pursuant  
25          to an installment contract for purchase shall, during such  
26          times as he or she resides in the unit, be counted toward a

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

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

21 (7) The board of the master association or a common  
22 interest community association shall have the power, after  
23 notice and an opportunity to be heard, to levy and collect  
24 reasonable fines from members for violations of the  
25 declaration, bylaws, and rules and regulations of the  
26 master association or the common interest community

1 association. Nothing contained in this subdivision (7)  
2 shall give rise to a statutory lien for unpaid fines.

3 (8) Other than attorney's fees, no fees pertaining to  
4 the collection of a unit owner's financial obligation to  
5 the Association, including fees charged by a manager or  
6 managing agent, shall be added to and deemed a part of an  
7 owner's respective share of the common expenses unless: (i)  
8 the managing agent fees relate to the costs to collect  
9 common expenses for the Association; (ii) the fees are set  
10 forth in a contract between the managing agent and the  
11 Association; and (iii) the authority to add the management  
12 fees to an owner's respective share of the common expenses  
13 is specifically stated in the declaration or bylaws of the  
14 Association.

15 (d) Records.

16 (1) The board of the master association shall maintain  
17 the following records of the association and make them  
18 available for examination and copying at convenient hours  
19 of weekdays by any unit owners in a condominium subject to  
20 the authority of the board or their mortgagees and their  
21 duly authorized agents or attorneys:

22 (i) Copies of the recorded declaration, other  
23 condominium instruments, other duly recorded covenants  
24 and bylaws and any amendments, articles of  
25 incorporation of the master association, annual  
26 reports and any rules and regulations adopted by the

1 master association or its board shall be available.  
2 Prior to the organization of the master association,  
3 the developer shall maintain and make available the  
4 records set forth in this subdivision (d)(1) for  
5 examination and copying.

6 (ii) Detailed and accurate records in  
7 chronological order of the receipts and expenditures  
8 affecting the common areas, specifying and itemizing  
9 the maintenance and repair expenses of the common areas  
10 and any other expenses incurred, and copies of all  
11 contracts, leases, or other agreements entered into by  
12 the master association, shall be maintained.

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

16 (iv) Ballots and proxies related thereto, if any,  
17 for any election held for the board of the master  
18 association and for any other matters voted on by the  
19 unit owners shall be maintained for not less than one  
20 year.

21 (v) Such other records of the master association as  
22 are available for inspection by members of a  
23 not-for-profit corporation pursuant to Section 107.75  
24 of the General Not For Profit Corporation Act of 1986  
25 shall be maintained.

26 (vi) With respect to units owned by a land trust,

1           if a trustee designates in writing a person to cast  
2           votes on behalf of the unit owner, the designation  
3           shall remain in effect until a subsequent document is  
4           filed with the association.

5           (2) Where a request for records under this subsection  
6           is made in writing to the board of managers or its agent,  
7           failure to provide the requested record or to respond  
8           within 30 days shall be deemed a denial by the board of  
9           directors.

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

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

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

22          (f) Administration of property prior to election of the  
23          initial board of directors.

24          (1) Until the election, by the unit owners or the  
25          boards of managers of the underlying condominium  
26          associations, of the initial board of directors of a master

1 association whose declaration is recorded on or after  
2 August 10, 1990, the same rights, titles, powers,  
3 privileges, trusts, duties and obligations that are vested  
4 in or imposed upon the board of directors by this Act or in  
5 the declaration or other duly recorded covenant shall be  
6 held and performed by the developer.

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

23 (3) If the initial board of directors of a master  
24 association whose declaration is recorded on or after  
25 August 10, 1990 is not elected by the unit owners or the  
26 members of the underlying condominium association board of

1 managers at the time established in subdivision (f) (2), the  
2 developer shall continue in office for a period of 30 days,  
3 whereupon written notice of his resignation shall be sent  
4 to all of the unit owners or members of the underlying  
5 condominium board of managers entitled to vote at an  
6 election for members of the board of directors.

7 (4) Within 60 days following the election of a majority  
8 of the board of directors, other than the developer, by  
9 unit owners, the developer shall deliver to the board of  
10 directors:

11 (i) All original documents as recorded or filed  
12 pertaining to the property, its administration, and  
13 the association, such as the declaration, articles of  
14 incorporation, other instruments, annual reports,  
15 minutes, rules and regulations, and contracts, leases,  
16 or other agreements entered into by the association. If  
17 any original documents are unavailable, a copy may be  
18 provided if certified by affidavit of the developer, or  
19 an officer or agent of the developer, as being a  
20 complete copy of the actual document recorded or filed.

21 (ii) A detailed accounting by the developer,  
22 setting forth the source and nature of receipts and  
23 expenditures in connection with the management,  
24 maintenance and operation of the property, copies of  
25 all insurance policies, and a list of any loans or  
26 advances to the association which are outstanding.

1           (iii) Association funds, which shall have been at  
2 all times segregated from any other moneys of the  
3 developer.

4           (iv) A schedule of all real or personal property,  
5 equipment and fixtures belonging to the association,  
6 including documents transferring the property,  
7 warranties, if any, for all real and personal property  
8 and equipment, deeds, title insurance policies, and  
9 all tax bills.

10           (v) A list of all litigation, administrative  
11 action and arbitrations involving the association, any  
12 notices of governmental bodies involving actions taken  
13 or which may be taken concerning the association,  
14 engineering and architectural drawings and  
15 specifications as approved by any governmental  
16 authority, all other documents filed with any other  
17 governmental authority, all governmental certificates,  
18 correspondence involving enforcement of any  
19 association requirements, copies of any documents  
20 relating to disputes involving unit owners, and  
21 originals of all documents relating to everything  
22 listed in this subparagraph.

23           (vi) If the developer fails to fully comply with  
24 this paragraph (4) within the 60 days provided and  
25 fails to fully comply within 10 days of written demand  
26 mailed by registered or certified mail to his or her

1 last known address, the board may bring an action to  
2 compel compliance with this paragraph (4). If the court  
3 finds that any of the required deliveries were not made  
4 within the required period, the board shall be entitled  
5 to recover its reasonable attorneys' fees and costs  
6 incurred from and after the date of expiration of the  
7 10 day demand.

8 (5) With respect to any master association whose  
9 declaration is recorded on or after August 10, 1990, any  
10 contract, lease, or other agreement made prior to the  
11 election of a majority of the board of directors other than  
12 the developer by or on behalf of unit owners or underlying  
13 condominium associations, the association or the board of  
14 directors, which extends for a period of more than 2 years  
15 from the recording of the declaration, shall be subject to  
16 cancellation by more than 1/2 of the votes of the unit  
17 owners, other than the developer, cast at a special meeting  
18 of members called for that purpose during a period of 90  
19 days prior to the expiration of the 2 year period if the  
20 board of managers is elected by the unit owners, otherwise  
21 by more than 1/2 of the underlying condominium board of  
22 managers. At least 60 days prior to the expiration of the 2  
23 year period, the board of directors, or, if the board is  
24 still under developer control, then the board of managers  
25 or the developer shall send notice to every unit owner or  
26 underlying condominium board of managers, notifying them

1 of this provision, of what contracts, leases and other  
2 agreements are affected, and of the procedure for calling a  
3 meeting of the unit owners or for action by the underlying  
4 condominium board of managers for the purpose of acting to  
5 terminate such contracts, leases or other agreements.  
6 During the 90 day period the other party to the contract,  
7 lease, or other agreement shall also have the right of  
8 cancellation.

9 (6) The statute of limitations for any actions in law  
10 or equity which the master association may bring shall not  
11 begin to run until the unit owners or underlying  
12 condominium board of managers have elected a majority of  
13 the members of the board of directors.

14 (g) In the event of any resale of a unit in a master  
15 association by a unit owner other than the developer, the owner  
16 shall obtain from the board of directors and shall make  
17 available for inspection to the prospective purchaser, upon  
18 demand, the following:

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

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

24 (3) A statement of any capital expenditures  
25 anticipated by the association within the current or  
26 succeeding 2 fiscal years.

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

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

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

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

11          (8) A statement that any improvements or alterations  
12          made to the unit, or any part of the common areas assigned  
13          thereto, by the prior unit owner are in good faith believed  
14          to be in compliance with the declaration of the master  
15          association.

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

20          A reasonable fee covering the direct out-of-pocket cost of  
21          copying and providing such information may be charged by the  
22          association or its board of directors to the unit seller for  
23          providing the information.

24          (g-1) The purchaser of a unit of a common interest  
25          community at a judicial foreclosure sale, other than a  
26          mortgagee, who takes possession of a unit of a common interest

1 community pursuant to a court order or a purchaser who acquires  
2 title from a mortgagee shall have the duty to pay the  
3 proportionate share, if any, of the common expenses for the  
4 unit that would have become due in the absence of any  
5 assessment acceleration during the 6 months immediately  
6 preceding institution of an action to enforce the collection of  
7 assessments, and that remain unpaid by the owner during whose  
8 possession the assessments accrued. If the outstanding  
9 assessments are paid at any time during any action to enforce  
10 the collection of assessments, the purchaser shall have no  
11 obligation to pay any assessments that accrued before he or she  
12 acquired title. The notice of sale of a unit of a common  
13 interest community under subsection (c) of Section 15-1507 of  
14 the Code of Civil Procedure shall state that the purchaser of  
15 the unit other than a mortgagee shall pay the assessments  
16 required by this subsection (g-1).

17 (h) Errors and omissions.

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

1 declaration of the master association specifically  
2 provides for greater percentages or different procedures.

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

26 (3) If an omission or error or a scrivener's error in

1 the declaration or other instrument is corrected by vote of  
2 two-thirds of the members of the board of directors  
3 pursuant to the authority established in subdivisions  
4 (h)(1) or (h)(2) of this Section, the board, upon written  
5 petition by unit owners with 20% of the votes of the  
6 association or resolutions adopted by the board of managers  
7 or board of directors of the condominium and common  
8 interest community associations which select 20% of the  
9 members of the board of directors of the master  
10 association, whichever is applicable, received within 30  
11 days of the board action, shall call a meeting of the unit  
12 owners or the boards of the condominium and common interest  
13 community associations which select members of the board of  
14 directors of the master association within 30 days of the  
15 filing of the petition or receipt of the condominium and  
16 common interest community association resolution to  
17 consider the board action. Unless a majority of the votes  
18 of the unit owners of the association are cast at the  
19 meeting to reject the action, or board of managers or board  
20 of directors of condominium and common interest community  
21 associations which select over 50% of the members of the  
22 board of the master association adopt resolutions prior to  
23 the meeting rejecting the action of the board of directors  
24 of the master association, it is ratified whether or not a  
25 quorum is present.

26 (4) The procedures for amendments set forth in this

1 subsection (h) cannot be used if such an amendment would  
2 materially or adversely affect property rights of the unit  
3 owners unless the affected unit owners consent in writing.  
4 This Section does not restrict the powers of the  
5 association to otherwise amend the declaration, bylaws, or  
6 other condominium instruments, but authorizes a simple  
7 process of amendment requiring a lesser vote for the  
8 purpose of correcting defects, errors, or omissions when  
9 the property rights of the unit owners are not materially  
10 or adversely affected.

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

1 mail, return receipt requested, at their last known  
2 address.

3 (6) Nothing contained in this Section shall be  
4 construed to invalidate any provision of a declaration  
5 authorizing the developer to amend an instrument prior to  
6 the latest date on which the initial membership meeting of  
7 the unit owners must be held, whether or not it has  
8 actually been held, to bring the instrument into compliance  
9 with the legal requirements of the Federal National  
10 Mortgage Association, the Federal Home Loan Mortgage  
11 Corporation, the Federal Housing Administration, the  
12 United States Veterans Administration or their respective  
13 successors and assigns.

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

1 by operation of law.

2 (j) (Blank). ~~The provisions of subsections (c) through (h)~~  
3 ~~are applicable to all common interest community associations~~  
4 ~~and their unit owners for common interest community~~  
5 ~~associations which are subject to the provisions of Section~~  
6 ~~9-102(a)(8) of the Code of Civil Procedure. For purposes of~~  
7 ~~this subsection, the terms "common interest community" and~~  
8 ~~"unit owners" shall have the same meaning as set forth in~~  
9 ~~Section 9-102(c) of the Code of Civil Procedure.~~

10 (Source: P.A. 96-1045, eff. 7-14-10.)

11 Section 999. Effective date. This Act takes effect upon  
12 becoming law.