

1 AN ACT concerning civil law.

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

4 Section 5. The Common Interest Community Association Act is
5 amended by changing Section 1-15 as follows:

6 (765 ILCS 160/1-15)

7 Sec. 1-15. Construction, interpretation, and validity of
8 community instruments.

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

13 (b) (Blank) ~~All provisions of the declaration, bylaws, and~~
14 ~~other community instruments severed by this Act shall be~~
15 ~~revised by the board of directors independent of the membership~~
16 ~~to comply with this Act.~~

17 (c) A provision in the declaration limiting ownership,
18 rental, or occupancy of a unit to a person 55 years of age or
19 older shall be valid and deemed not to be in violation of
20 Article 3 of the Illinois Human Rights Act provided that the
21 person or the immediate family of a person owning, renting, or
22 lawfully occupying such unit prior to the recording of the
23 initial declaration shall not be deemed to be in violation of

1 such age restriction so long as they continue to own or reside
2 in such unit.

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

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

8 Section 10. The Condominium Property Act is amended by
9 changing Sections 18 and 27 as follows:

10 (765 ILCS 605/18) (from Ch. 30, par. 318)

11 Sec. 18. Contents of bylaws. The bylaws shall provide for
12 at least the following:

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

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

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

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

24 (5) that the board may engage the services of a manager or

1 managing agent;

2 (6) that each unit owner shall receive, at least 25 ~~30~~ days
3 prior to the adoption thereof by the board of managers, a copy
4 of the proposed annual budget together with an indication of
5 which portions are intended for reserves, capital expenditures
6 or repairs or payment of real estate taxes;

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

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

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

26 (9) (A) that every meeting ~~meetings~~ of the board of managers

1 shall be open to any unit owner, except for the portion of any
2 meeting held ~~(i)~~ to discuss or consider information relating
3 to: (i) litigation when an action against or on behalf of the
4 particular association has been filed and is pending in a court
5 or administrative tribunal, or when the board of managers finds
6 that such an action is probable or imminent, (ii) ~~to consider~~
7 ~~information regarding~~ appointment, employment or dismissal of
8 an employee, ~~or~~ (iii) ~~to discuss~~ violations of rules and
9 regulations of the association, or (iv) a unit owner's unpaid
10 share of common expenses; that any vote on these matters
11 discussed or considered in closed session shall take place ~~be~~
12 ~~taken~~ at a meeting of the board of managers or portion thereof
13 open to any unit owner;

14 (B) that board members may participate in and act at any
15 meeting of the board of managers in person, by telephonic
16 means, or by use of any acceptable technological means whereby
17 all persons participating in the meeting can communicate with
18 each other; that participation constitutes attendance and
19 presence in person at the meeting;

20 (C) that any unit owner may record the proceedings at
21 meetings of the board of managers or portions thereof required
22 to be open by this Act by tape, film or other means, and that
23 the board may prescribe reasonable rules and regulations to
24 govern the right to make such recordings; ~~;~~

25 (D) that notice of every meeting of the board of managers
26 ~~such meetings~~ shall be given to every board member ~~mailed or~~

1 ~~delivered~~ at least 48 hours prior thereto, unless the board
2 member waives notice of the meeting pursuant to subsection (a)
3 of Section 18.8; a written waiver of such notice is signed by
4 the person or persons entitled to such notice pursuant to the
5 declaration, bylaws, other condominium instrument, or
6 provision of law other than this subsection before the meeting
7 is convened, and

8 (E) that notice ~~copies of notices~~ of every meeting ~~meetings~~
9 of the board of managers shall be posted in entranceways,
10 elevators, or other conspicuous places in the condominium at
11 least 48 hours prior to the meeting of the board of managers
12 except where there is no common entranceway for 7 or more
13 units, the board of managers may designate one or more
14 locations in the proximity of these units where the notices of
15 meetings shall be posted; that notice of every meeting of the
16 board of managers shall also be given at least 48 hours prior
17 to the meeting, or such longer notice as this Act may
18 separately require, to: (i) each unit owner who has provided
19 the association with written authorization to conduct business
20 by acceptable technological means, and (ii) to the extent that
21 the condominium instruments of an association require, to each
22 other unit owner, as required by subsection (f) of Section
23 18.8, by mail or delivery, and that no other notice of a
24 meeting of the board of managers need be given to any unit
25 owner;

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

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

4 (12) the designation of an officer to mail and receive all
5 notices and execute amendments to condominium instruments as
6 provided for in this Act and in the condominium instruments;

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

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

24 (15) provisions concerning notice of board meetings to
25 members of the board;

26 (16) the board of managers may not enter into a contract

1 with a current board member or with a corporation or
2 partnership in which a board member or a member of the board
3 member's immediate family has 25% or more interest, unless
4 notice of intent to enter the contract is given to unit owners
5 within 20 days after a decision is made to enter into the
6 contract and the unit owners are afforded an opportunity by
7 filing a petition, signed by 20% of the unit owners, for an
8 election to approve or disapprove the contract; such petition
9 shall be filed within 20 days after such notice and such
10 election shall be held within 30 days after filing the
11 petition; for purposes of this subsection, a board member's
12 immediate family means the board member's spouse, parents, and
13 children;

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

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

26 (19) that special meetings of the board of managers can be

1 called by the president or 25% of the members of the board; ~~and~~

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

6 -

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

15 The intent of the provisions of this amendatory Act of the
16 99th General Assembly adding this paragraph (21) is to empower
17 and support boards to act in emergencies.

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

1 purposes of determining if a quorum is present, but that unit
2 owner retains the right to vote on amendments to the
3 association's bylaws;

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

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

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

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

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

21 (7) that voting shall be on a percentage basis, and that
22 the percentage vote to which each unit is entitled is the
23 percentage interest of the undivided ownership of the common
24 elements appurtenant thereto, provided that the bylaws may
25 provide for approval by unit owners in connection with matters
26 where the requisite approval on a percentage basis is not

1 specified in this Act, on the basis of one vote per unit;

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

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

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

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

25 (C) that if a written petition by unit owners with at least
26 20% of the votes of the association is delivered to the board

1 within 14 days after the board's approval of a rule adopted
2 pursuant to subparagraph (B) or subparagraph (B-5) of this
3 paragraph (9), the board shall call a meeting of the unit
4 owners within 30 days after the date of delivery of the
5 petition; that unless a majority of the total votes of the unit
6 owners are cast at the meeting to reject the rule, the rule is
7 ratified;

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

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

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

1 managers at any meeting of the unit owners called for purposes
2 of electing members of the board, shall have the right to vote
3 for the election of members of the board of managers and to be
4 elected to and serve on the board of managers unless the seller
5 expressly retains in writing any or all of such rights. In no
6 event may the seller and purchaser both be counted toward a
7 quorum, be permitted to vote for a particular office or be
8 elected and serve on the board. Satisfactory evidence of the
9 installment contact shall be made available to the association
10 or its agents. For purposes of this subsection, "installment
11 contact" shall have the same meaning as set forth in Section 1
12 (e) of "An Act relating to installment contracts to sell
13 dwelling structures", approved August 11, 1967, as amended;

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

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

21 (i) merger or consolidation of the association;

22 (ii) sale, lease, exchange, or other disposition
23 (excluding the mortgage or pledge) of all, or substantially
24 all of the property and assets of the association; and

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

1 (c) Election of a president from among the board of
2 managers, who shall preside over the meetings of the board of
3 managers and of the unit owners.

4 (d) Election of a secretary from among the board of
5 managers, who shall keep the minutes of all meetings of the
6 board of managers and of the unit owners and who shall, in
7 general, perform all the duties incident to the office of
8 secretary.

9 (e) Election of a treasurer from among the board of
10 managers, who shall keep the financial records and books of
11 account.

12 (f) Maintenance, repair and replacement of the common
13 elements and payments therefor, including the method of
14 approving payment vouchers.

15 (g) An association with 30 or more units shall obtain and
16 maintain fidelity insurance covering persons who control or
17 disburse funds of the association for the maximum amount of
18 coverage available to protect funds in the custody or control
19 of the association plus the association reserve fund. All
20 management companies which are responsible for the funds held
21 or administered by the association shall maintain and furnish
22 to the association a fidelity bond for the maximum amount of
23 coverage available to protect funds in the custody of the
24 management company at any time. The association shall bear the
25 cost of the fidelity insurance and fidelity bond, unless
26 otherwise provided by contract between the association and a

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

18 For the purpose of this subsection a management company
19 shall be defined as a person, partnership, corporation, or
20 other legal entity entitled to transact business on behalf of
21 others, acting on behalf of or as an agent for a unit owner,
22 unit owners or association of unit owners for the purpose of
23 carrying out the duties, responsibilities, and other
24 obligations necessary for the day to day operation and
25 management of any property subject to this Act. For purposes of
26 this subsection, the term "fiduciary insurance coverage" shall

1 be defined as both a fidelity bond and directors and officers
2 liability coverage, the fidelity bond in the full amount of
3 association funds and association reserves that will be in the
4 custody of the association, and the directors and officers
5 liability coverage at a level as shall be determined to be
6 reasonable by the board of managers, if not otherwise
7 established by the declaration or by laws.

8 Until one year after the effective date of this amendatory
9 Act of 1985, if a condominium association has reserves plus
10 assessments in excess of \$250,000 and cannot reasonably obtain
11 100% fidelity bond coverage for such amount, then it must
12 obtain a fidelity bond coverage of \$250,000.

13 (h) Method of estimating the amount of the annual budget,
14 and the manner of assessing and collecting from the unit owners
15 their respective shares of such estimated expenses, and of any
16 other expenses lawfully agreed upon.

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

22 (j) Designation and removal of personnel necessary for the
23 maintenance, repair and replacement of the common elements.

24 (k) Such restrictions on and requirements respecting the
25 use and maintenance of the units and the use of the common
26 elements, not set forth in the declaration, as are designed to

1 prevent unreasonable interference with the use of their
2 respective units and of the common elements by the several unit
3 owners.

4 (l) Method of adopting and of amending administrative rules
5 and regulations governing the operation and use of the common
6 elements.

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

10 (n) (i) The provisions of this Act, the declaration, bylaws,
11 other condominium instruments, and rules and regulations that
12 relate to the use of the individual unit or the common elements
13 shall be applicable to any person leasing a unit and shall be
14 deemed to be incorporated in any lease executed or renewed on
15 or after the effective date of this amendatory Act of 1984.

16 (ii) With regard to any lease entered into subsequent to the
17 effective date of this amendatory Act of 1989, the unit owner
18 leasing the unit shall deliver a copy of the signed lease to
19 the board or if the lease is oral, a memorandum of the lease,
20 not later than the date of occupancy or 10 days after the lease
21 is signed, whichever occurs first. In addition to any other
22 remedies, by filing an action jointly against the tenant and
23 the unit owner, an association may seek to enjoin a tenant from
24 occupying a unit or seek to evict a tenant under the provisions
25 of Article IX of the Code of Civil Procedure for failure of the
26 lessor-owner to comply with the leasing requirements

1 prescribed by this Section or by the declaration, bylaws, and
2 rules and regulations. The board of managers may proceed
3 directly against a tenant, at law or in equity, or under the
4 provisions of Article IX of the Code of Civil Procedure, for
5 any other breach by tenant of any covenants, rules, regulations
6 or bylaws.

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

9 (p) That when 30% or fewer of the units, by number, possess
10 over 50% in the aggregate of the votes in the association, any
11 percentage vote of members specified herein or in the
12 condominium instruments shall require the specified percentage
13 by number of units rather than by percentage of interest in the
14 common elements allocated to units that would otherwise be
15 applicable and garage units or storage units, or both, shall
16 have, in total, no more votes than their aggregate percentage
17 of ownership in the common elements; this shall mean that if
18 garage units or storage units, or both, are to be given a vote,
19 or portion of a vote, that the association must add the total
20 number of votes cast of garage units, storage units, or both,
21 and divide the total by the number of garage units, storage
22 units, or both, and multiply by the aggregate percentage of
23 ownership of garage units and storage units to determine the
24 vote, or portion of a vote, that garage units or storage units,
25 or both, have. For purposes of this subsection (p), when making
26 a determination of whether 30% or fewer of the units, by

1 number, possess over 50% in the aggregate of the votes in the
2 association, a unit shall not include a garage unit or a
3 storage unit.

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

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

17 (Source: P.A. 98-1042, eff. 1-1-15.)

18 (765 ILCS 605/27) (from Ch. 30, par. 327)

19 Sec. 27. Amendments.

20 (a) If there is any unit owner other than the developer,
21 and unless otherwise provided in this Act, the condominium
22 instruments shall be amended only as follows:

23 (i) upon the affirmative vote of 2/3 of those voting or
24 upon the majority specified by the condominium
25 instruments, provided that in no event shall the

1 condominium instruments require more than a three-quarters
2 vote of all unit owners; and

3 (ii) with the approval of, or notice to, any mortgagees
4 or other lienholders of record, if required under the
5 provisions of the condominium instruments.

6 (b) (1) If there is an omission, error, or inconsistency in
7 a condominium instrument, such that a provision of a
8 condominium instrument does not conform to this Act or to
9 another applicable statute, the association may correct the
10 omission, error, or inconsistency to conform the condominium
11 instrument to this Act or to another applicable statute by an
12 amendment adopted by vote of two-thirds of the Board of
13 Managers, without a unit owner vote. A provision in a
14 condominium instrument requiring or allowing unit owners,
15 mortgagees, or other lienholders of record to vote to approve
16 an amendment to a condominium instrument, or for the mortgagees
17 or other lienholders of record to be given notice of an
18 amendment to a condominium instrument, is not applicable to an
19 amendment to the extent that the amendment corrects an
20 omission, error, or inconsistency to conform the condominium
21 instrument to this Act or to another applicable statute ~~or~~
22 ~~error in the declaration, bylaws or other condominium~~
23 ~~instrument, the association may correct the error or omission~~
24 ~~by an amendment to the declaration, bylaws, or other~~
25 ~~condominium instrument in such respects as may be required to~~
26 ~~conform to this Act, and any other applicable statute or to the~~

1 ~~declaration by vote of two thirds of the members of the Board~~
2 ~~of Managers or by a majority vote of the unit owners at a~~
3 ~~meeting called for this purpose, unless the Act or the~~
4 ~~condominium instruments specifically provide for greater~~
5 ~~percentages or different procedures.~~

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

1 (3) If an omission or error or a scrivener's error in the
2 declaration, bylaws or other condominium instrument is
3 corrected by vote of two-thirds of the members of the Board of
4 Managers pursuant to the authority established in subsections
5 (b) (1) or (b) (2) of Section 27 of this Act, the Board upon
6 written petition by unit owners with 20 percent of the votes of
7 the association filed within 30 days of the Board action shall
8 call a meeting of the unit owners within 30 days of the filing
9 of the petition to consider the Board action. Unless a majority
10 of the votes of the unit owners of the association are cast at
11 the meeting to reject the action, it is ratified whether or not
12 a quorum is present.

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

23 (5) If there is an omission or error in the declaration,
24 bylaws, or other condominium instruments, which may not be
25 corrected by an amendment procedure set forth in paragraphs (1)
26 and (2) of subsection (b) of Section 27 in the declaration then

1 the Circuit Court in the County in which the condominium is
2 located shall have jurisdiction to hear a petition of one or
3 more of the unit owners thereon or of the association, to
4 correct the error or omission, and the action may be a class
5 action. The court may require that one or more methods of
6 correcting the error or omission be submitted to the unit
7 owners to determine the most acceptable correction. All unit
8 owners in the association must be joined as parties to the
9 action. Service of process on owners may be by publication, but
10 the plaintiff shall furnish all unit owners not personally
11 served with process with copies of the petition and final
12 judgment of the court by certified mail return receipt
13 requested, at their last known address.

14 (6) Nothing contained in this Section shall be construed to
15 invalidate any provision of a condominium instrument
16 authorizing the developer to amend a condominium instrument
17 prior to the latest date on which the initial membership
18 meeting of the unit owners must be held, whether or nor it has
19 actually been held, to bring the instrument into compliance
20 with the legal requirements of the Federal National Mortgage
21 Association, the Federal Home Loan Mortgage Corporation, the
22 Federal Housing Administration, the United States Veterans
23 Administration or their respective successors and assigns.

24 (Source: P.A. 98-282, eff. 1-1-14.)