

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 and 1-85 as follows:

6 (765 ILCS 160/1-5)

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

9 "Acceptable technological means" includes, without
10 limitation, electronic transmission over the Internet or other
11 network, whether by direct connection, intranet, telecopier,
12 ~~or~~ electronic mail, and any generally available technology
13 that, by rule of the association, is deemed to provide
14 reasonable security, reliability, identification, and
15 verifiability.

16 "Association" or "common interest community association"
17 means the association of all the members of a common interest
18 community, acting pursuant to bylaws or an operating agreement
19 through its duly elected board of managers or board of
20 directors.

21 "Board" means a common interest community association's
22 board of managers or board of directors, whichever is
23 applicable.

1 "Board member" or "member of the board" means a member of
2 the board of managers or the board of directors, whichever is
3 applicable.

4 "Board of directors" means, for a common interest community
5 that has been incorporated as an Illinois not-for-profit
6 corporation, the group of people elected by the members of a
7 common interest community as the governing body to exercise for
8 the members of the common interest community association all
9 powers, duties, and authority vested in the board of directors
10 under this Act and the common interest community association's
11 declaration and bylaws.

12 "Board of managers" means, for a common interest community
13 that is an unincorporated association or organized as a limited
14 liability company, the group of people elected by the members
15 of a common interest community as the governing body to
16 exercise for the members of the common interest community
17 association all powers, duties, and authority vested in the
18 board of managers under this Act and the common interest
19 community association's declaration, bylaws, or operating
20 agreement.

21 "Building" means all structures, attached or unattached,
22 containing one or more units.

23 "Common areas" means the portion of the property other than
24 a unit.

25 "Common expenses" means the proposed or actual expenses
26 affecting the property, including reserves, if any, lawfully

1 assessed by the common interest community association.

2 "Common interest community" means real estate other than a
3 condominium or cooperative with respect to which any person by
4 virtue of his or her ownership of a partial interest or a unit
5 therein is obligated to pay for the maintenance, improvement,
6 insurance premiums or real estate taxes of common areas
7 described in a declaration which is administered by an
8 association. "Common interest community" may include, but not
9 be limited to, an attached or detached townhome, villa, or
10 single-family home. A "common interest community" does not
11 include a master association.

12 "Community instruments" means all documents and authorized
13 amendments thereto recorded by a developer or common interest
14 community association, including, but not limited to, the
15 declaration, bylaws, operating agreement, plat of survey, and
16 rules and regulations.

17 "Declaration" means any duly recorded instruments, however
18 designated, that have created a common interest community and
19 any duly recorded amendments to those instruments.

20 "Developer" means any person who submits property legally
21 or equitably owned in fee simple by the person to the
22 provisions of this Act, or any person who offers units legally
23 or equitably owned in fee simple by the person for sale in the
24 ordinary course of such person's business, including any
25 successor to such person's entire interest in the property
26 other than the purchaser of an individual unit.

1 "Developer control" means such control at a time prior to
2 the election of the board of the common interest community
3 association by a majority of the members other than the
4 developer.

5 "Electronic transmission" means any form of communication,
6 not directly involving the physical transmission of paper, that
7 creates a record that may be retained, retrieved, and reviewed
8 by a recipient and that may be directly reproduced in paper
9 form by the recipient through an automated process.

10 "Majority" or "majority of the members" means the owners of
11 more than 50% in the aggregate in interest of the undivided
12 ownership of the common elements. Any specified percentage of
13 the members means such percentage in the aggregate in interest
14 of such undivided ownership. "Majority" or "majority of the
15 members of the board of the common interest community
16 association" means more than 50% of the total number of persons
17 constituting such board pursuant to the bylaws or operating
18 agreement. Any specified percentage of the members of the
19 common interest community association means that percentage of
20 the total number of persons constituting such board pursuant to
21 the bylaws or operating agreement.

22 "Management company" or "community association manager"
23 means a person, partnership, corporation, or other legal entity
24 entitled to transact business on behalf of others, acting on
25 behalf of or as an agent for an association for the purpose of
26 carrying out the duties, responsibilities, and other

1 obligations necessary for the day to day operation and
2 management of any property subject to this Act.

3 "Meeting of the board" or "board meeting" means any
4 gathering of a quorum of the members of the board of the common
5 interest community association held for the purpose of
6 conducting board business.

7 "Member" means the person or entity designated as an owner
8 and entitled to one vote as defined by the community
9 instruments. The terms "member" and "unit owner" may be used
10 interchangeably as defined by the community instruments,
11 except in situations in which a matter of legal title to the
12 unit is involved or at issue, in which case the term "unit
13 owner" would be the applicable term used.

14 "Membership" means the collective group of members
15 entitled to vote as defined by the community instruments.

16 "Parcel" means the lot or lots or tract or tracts of land
17 described in the declaration as part of a common interest
18 community.

19 "Person" means a natural individual, corporation,
20 partnership, trustee, or other legal entity capable of holding
21 title to real property.

22 "Plat" means a plat or plats of survey of the parcel and of
23 all units in the common interest community, which may consist
24 of a three-dimensional horizontal and vertical delineation of
25 all such units, structures, easements, and common areas on the
26 property.

1 "Prescribed delivery method" means mailing, delivering,
2 posting in an association publication that is routinely mailed
3 to all members, electronic transmission, or any other delivery
4 method that is approved in writing by the member and authorized
5 by the community instruments.

6 "Property" means all the land, property, and space
7 comprising the parcel, all improvements and structures
8 erected, constructed or contained therein or thereon,
9 including any building and all easements, rights, and
10 appurtenances belonging thereto, and all fixtures and
11 equipment intended for the mutual use, benefit, or enjoyment of
12 the members, under the authority or control of a common
13 interest community association.

14 "Purchaser" means any person or persons, other than the
15 developer, who purchase a unit in a bona fide transaction for
16 value.

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

19 "Reserves" means those sums paid by members which are
20 separately maintained by the common interest community
21 association for purposes specified by the declaration and
22 bylaws of the common interest community association.

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

25 "Unit owner" means the person or persons whose estates or
26 interests, individually or collectively, aggregate fee simple

1 absolute ownership of a unit.

2 (Source: P.A. 98-1042, eff. 1-1-15; 99-41, eff. 7-14-15.)

3 (765 ILCS 160/1-85)

4 Sec. 1-85. Use of technology.

5 (a) Any notice required to be sent or received or
6 signature, vote, consent, or approval required to be obtained
7 under any community instrument or any provision of this Act may
8 be accomplished using acceptable technological means ~~the~~
9 ~~technology generally available at that time~~. This Section
10 governs the use of technology in implementing the provisions of
11 any community instrument or any provision of this Act
12 concerning notices, signatures, votes, consents, or approvals.

13 (b) The common interest community association, unit
14 owners, and other persons entitled to occupy a unit may perform
15 any obligation or exercise any right under any community
16 instrument or any provision of this Act by use of acceptable
17 technological means ~~any technological means that provides~~
18 ~~sufficient security, reliability, identification, and~~
19 ~~verifiability~~.

20 (c) A ~~verifiable electronic~~ signature transmitted by
21 acceptable technological means satisfies any requirement for a
22 signature under any community instrument or any provision of
23 this Act.

24 (d) Voting on, consent to, and approval of any matter under
25 any community instrument or any provision of this Act may be

1 accomplished by any acceptable ~~electronic transmission or~~
2 ~~other equivalent~~ technological means, provided that a record is
3 created as evidence thereof and maintained as long as the
4 record would be required to be maintained in nonelectronic
5 form.

6 (e) Subject to other provisions of law, no action required
7 or permitted by any community instrument or any provision of
8 this Act need be acknowledged before a notary public if the
9 identity and signature of the signatory ~~person~~ can otherwise be
10 authenticated to the satisfaction of the board of directors.

11 (f) If any person does not provide written authorization to
12 conduct business using acceptable ~~electronic transmission or~~
13 ~~other equivalent~~ technological means, the common interest
14 community association shall, at its expense, conduct business
15 with the person without the use of acceptable ~~electronic~~
16 ~~transmission or other equivalent~~ technological means.

17 (g) This Section does not apply to any notices required:
18 (i) under Article IX of the Code of Civil Procedure; or (ii) in
19 connection with ~~related to: (i) an action by the common~~
20 ~~interest community association to collect a common expense; or~~
21 ~~(ii) foreclosure proceedings in enforcement of any lien rights~~
22 under this Act.

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

24 Section 10. The Condominium Property Act is amended by
25 changing Sections 2 and 18.8 as follows:

1 (765 ILCS 605/2) (from Ch. 30, par. 302)

2 Sec. 2. Definitions. As used in this Act, unless the
3 context otherwise requires:

4 (a) "Declaration" means the instrument by which the
5 property is submitted to the provisions of this Act, as
6 hereinafter provided, and such declaration as from time to time
7 amended.

8 (b) "Parcel" means the lot or lots, tract or tracts of
9 land, described in the declaration, submitted to the provisions
10 of this Act.

11 (c) "Property" means all the land, property and space
12 comprising the parcel, all improvements and structures
13 erected, constructed or contained therein or thereon,
14 including the building and all easements, rights and
15 appurtenances belonging thereto, and all fixtures and
16 equipment intended for the mutual use, benefit or enjoyment of
17 the unit owners, submitted to the provisions of this Act.

18 (d) "Unit" means a part of the property designed and
19 intended for any type of independent use.

20 (e) "Common Elements" means all portions of the property
21 except the units, including limited common elements unless
22 otherwise specified.

23 (f) "Person" means a natural individual, corporation,
24 partnership, trustee or other legal entity capable of holding
25 title to real property.

1 (g) "Unit Owner" means the person or persons whose estates
2 or interests, individually or collectively, aggregate fee
3 simple absolute ownership of a unit, or, in the case of a
4 leasehold condominium, the lessee or lessees of a unit whose
5 leasehold ownership of the unit expires simultaneously with the
6 lease described in item (x) of this Section.

7 (h) "Majority" or "majority of the unit owners" means the
8 owners of more than 50% in the aggregate in interest of the
9 undivided ownership of the common elements. Any specified
10 percentage of the unit owners means such percentage in the
11 aggregate in interest of such undivided ownership. "Majority"
12 or "majority of the members of the board of managers" means
13 more than 50% of the total number of persons constituting such
14 board pursuant to the bylaws. Any specified percentage of the
15 members of the board of managers means that percentage of the
16 total number of persons constituting such board pursuant to the
17 bylaws.

18 (i) "Plat" means a plat or plats of survey of the parcel
19 and of all units in the property submitted to the provisions of
20 this Act, which may consist of a three-dimensional horizontal
21 and vertical delineation of all such units.

22 (j) "Record" means to record in the office of the recorder
23 or, whenever required, to file in the office of the Registrar
24 of Titles of the county wherein the property is located.

25 (k) "Conversion Condominium" means a property which
26 contains structures, excepting those newly constructed and

1 intended for condominium ownership, which are, or have
2 previously been, wholly or partially occupied before recording
3 of condominium instruments by persons other than those who have
4 contracted for the purchase of condominiums.

5 (l) "Condominium Instruments" means all documents and
6 authorized amendments thereto recorded pursuant to the
7 provisions of the Act, including the declaration, bylaws and
8 plat.

9 (m) "Common Expenses" means the proposed or actual expenses
10 affecting the property, including reserves, if any, lawfully
11 assessed by the Board of Managers of the Unit Owner's
12 Association.

13 (n) "Reserves" means those sums paid by unit owners which
14 are separately maintained by the board of managers for purposes
15 specified by the board of managers or the condominium
16 instruments.

17 (o) "Unit Owners' Association" or "Association" means the
18 association of all the unit owners, acting pursuant to bylaws
19 through its duly elected board of managers.

20 (p) "Purchaser" means any person or persons other than the
21 Developer who purchase a unit in a bona fide transaction for
22 value.

23 (q) "Developer" means any person who submits property
24 legally or equitably owned in fee simple by the developer, or
25 leased to the developer under a lease described in item (x) of
26 this Section, to the provisions of this Act, or any person who

1 offers units legally or equitably owned in fee simple by the
2 developer, or leased to the developer under a lease described
3 in item (x) of this Section, for sale in the ordinary course of
4 such person's business, including any successor or successors
5 to such developers' entire interest in the property other than
6 the purchaser of an individual unit.

7 (r) "Add-on Condominium" means a property to which
8 additional property may be added in accordance with condominium
9 instruments and this Act.

10 (s) "Limited Common Elements" means a portion of the common
11 elements so designated in the declaration as being reserved for
12 the use of a certain unit or units to the exclusion of other
13 units, including but not limited to balconies, terraces, patios
14 and parking spaces or facilities.

15 (t) "Building" means all structures, attached or
16 unattached, containing one or more units.

17 (u) "Master Association" means an organization described
18 in Section 18.5 whether or not it is also an association
19 described in Section 18.3.

20 (v) "Developer Control" means such control at a time prior
21 to the election of the Board of Managers provided for in
22 Section 18.2(b) of this Act.

23 (w) "Meeting of Board of Managers or Board of Master
24 Association" means any gathering of a quorum of the members of
25 the Board of Managers or Board of the Master Association held
26 for the purpose of conducting board business.

1 (x) "Leasehold Condominium" means a property submitted to
2 the provisions of this Act which is subject to a lease, the
3 expiration or termination of which would terminate the
4 condominium and the lessor of which is (i) exempt from taxation
5 under Section 501(c)(3) of the Internal Revenue Code of 1986,
6 as amended, (ii) a limited liability company whose sole member
7 is exempt from taxation under Section 501 (c)(3) of the
8 Internal Revenue Code of 1986, as amended, or (iii) a Public
9 Housing Authority created pursuant to the Housing Authorities
10 Act that is located in a municipality having a population in
11 excess of 1,000,000 inhabitants.

12 (y) "Electronic transmission" means any form of
13 communication, not directly involving the physical
14 transmission of paper, that creates a record that may be
15 retained, retrieved, and reviewed by a recipient and that may
16 be directly reproduced in paper form by the recipient through
17 an automated process.

18 (z) "Acceptable technological means" includes, without
19 limitation, electronic transmission over the Internet or other
20 network, whether by direct connection, intranet, telecopier,
21 ~~or~~ electronic mail, and any generally available technology
22 that, by rule of the association, is deemed to provide
23 reasonable security, reliability, identification, and
24 verifiability.

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

1 (765 ILCS 605/18.8)

2 Sec. 18.8. Use of technology.

3 (a) Any notice required to be sent or received or
4 signature, vote, consent, or approval required to be obtained
5 under any condominium instrument or any provision of this Act
6 may be accomplished using acceptable technological means ~~the~~
7 ~~technology generally available at that time~~. This Section shall
8 govern the use of technology in implementing the provisions of
9 any condominium instrument or any provision of this Act
10 concerning notices, signatures, votes, consents, or approvals.

11 (b) The association, unit owners, and other persons
12 entitled to occupy a unit may perform any obligation or
13 exercise any right under any condominium instrument or any
14 provision of this Act by use of acceptable technological means
15 ~~any technological means that provides sufficient security,~~
16 ~~reliability, identification, and verifiability~~.

17 (c) A ~~verifiable electronic~~ signature transmitted by
18 acceptable technological means satisfies any requirement for a
19 signature under any condominium instrument or any provision of
20 this Act.

21 (d) Voting on, consent to, and approval of any matter under
22 any condominium instrument or any provision of this Act may be
23 accomplished by any acceptable ~~electronic transmission or~~
24 ~~other equivalent~~ technological means, provided that a record is
25 created as evidence thereof and maintained as long as the
26 record would be required to be maintained in nonelectronic

1 form.

2 (e) Subject to other provisions of law, no action required
3 or permitted by any condominium instrument or any provision of
4 this Act need be acknowledged before a notary public if the
5 identity and signature of the signatory ~~person~~ can otherwise be
6 authenticated to the satisfaction of the board of directors or
7 board of managers.

8 (f) If any person does not provide written authorization to
9 conduct business using acceptable ~~electronic transmission or~~
10 ~~other equivalent~~ technological means, the association shall,
11 at its expense, conduct business with the person without the
12 use of acceptable ~~electronic transmission or other equivalent~~
13 technological means.

14 (g) This Section does not apply to any notices required:
15 (i) under Article IX of the Code of Civil Procedure; or (ii) in
16 connection with ~~related to: (i) an action by the association to~~
17 ~~collect a common expense; or (ii) foreclosure proceedings in~~
18 enforcement of any lien rights under this Act.

19 (Source: P.A. 98-1042, eff. 1-1-15; 99-78, eff. 7-20-15.)