

AN ACT concerning civil law.

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

Section 5. The Code of Civil Procedure is amended by changing Section 9-102 as follows:

(735 ILCS 5/9-102) (from Ch. 110, par. 9-102)

Sec. 9-102. When action may be maintained.

(a) The person entitled to the possession of lands or tenements may be restored thereto under any of the following circumstances:

(1) When a forcible entry is made thereon.

(2) When a peaceable entry is made and the possession unlawfully withheld.

(3) When entry is made into vacant or unoccupied lands or tenements without right or title.

(4) When any lessee of the lands or tenements, or any person holding under such lessee, holds possession without right after the termination of the lease or tenancy by its own limitation, condition or terms, or by notice to quit or otherwise.

(5) When a vendee having obtained possession under a written or verbal agreement to purchase lands or tenements, and having failed to comply with the agreement, withholds

possession thereof, after demand in writing by the person entitled to such possession; provided, however, that any such agreement for residential real estate as defined in the Illinois Mortgage Foreclosure Law entered into on or after July 1, 1987 where the purchase price is to be paid in installments over a period in excess of 5 years and the amount unpaid under the terms of the contract at the time of the filing of a foreclosure complaint under Article XV, including principal and due and unpaid interest, is less than 80% of the original purchase price shall be foreclosed under the Illinois Mortgage Foreclosure Law.

This amendatory Act of 1993 is declarative of existing law.

(6) When lands or tenements have been conveyed by any grantor in possession, or sold under the order or judgment of any court in this State, or by virtue of any sale in any mortgage or deed of trust contained and the grantor in possession or party to such order or judgment or to such mortgage or deed of trust, after the expiration of the time of redemption, when redemption is allowed by law, refuses or neglects to surrender possession thereof, after demand in writing by the person entitled thereto, or his or her agent.

(7) When any property is subject to the provisions of the Condominium Property Act, the owner of a unit fails or refuses to pay when due his or her proportionate share of

the common expenses of such property, or of any other expenses lawfully agreed upon or any unpaid fine, the Board of Managers or its agents have served the demand set forth in Section 9-104.1 of this Article in the manner provided for in that Section and the unit owner has failed to pay the amount claimed within the time prescribed in the demand; or if the lessor-owner of a unit fails to comply with the leasing requirements prescribed by subsection (n) of Section 18 of the Condominium Property Act or by the declaration, by-laws, and rules and regulations of the condominium, or if a lessee of an owner is in breach of any covenants, rules, regulations, or by-laws of the condominium, and the Board of Managers or its agents have served the demand set forth in Section 9-104.2 of this Article in the manner provided in that Section.

(8) When any property is subject to the provisions of a declaration establishing a common interest community and requiring the unit owner to pay regular or special assessments for the maintenance or repair of common areas owned in common by all of the owners of the common interest community or by the community association and maintained for the use of the unit owners or of any other expenses of the association lawfully agreed upon, and the unit owner fails or refuses to pay when due his or her proportionate share of such assessments or expenses and the board or its agents have served the demand set forth in Section 9-104.1

of this Article in the manner provided for in that Section and the unit owner has failed to pay the amount claimed within the time prescribed in the demand.

(b) The provisions of paragraph (8) of subsection (a) of Section 9-102 and Section 9-104.3 of this Act shall not apply to any common interest community unless (1) the association is a not-for-profit corporation or a limited liability company, (2) unit owners are authorized to attend meetings of the board of directors or board of managers of the association in the same manner as provided for condominiums under the Condominium Property Act, and (3) the board of managers or board of directors of the common interest community association has, subsequent to the effective date of this amendatory Act of 1984 voted to have the provisions of this Article apply to such association and has delivered or mailed notice of such action to the unit owners or unless the declaration of the association is recorded after the effective date of this amendatory Act of 1985.

(c) For purposes of this Article:

(1) "Common interest community" means real estate other than a condominium or cooperative with respect to which any person by virtue of his or her ownership of a partial interest or unit therein is obligated to pay for maintenance, improvement, insurance premiums, or real estate taxes of other real estate described in a declaration which is administered by an association.

(2) "Declaration" means any duly recorded instruments, however designated, that have created a common interest community and any duly recorded amendments to those instruments.

(3) "Unit" means a physical portion of the common interest community designated by separate ownership or occupancy by boundaries which are described in a declaration.

(4) "Unit owners' association" or "association" means the association of all owners of units in the common interest community acting pursuant to the declaration.

(d) If the board of a common interest community elects to have the provisions of this Article apply to such association or the declaration of the association is recorded after the effective date of this amendatory Act of 1985, the provisions of subsections (c) through (h) of Section 18.5 of the Condominium Property Act applicable to a Master Association and condominium unit subject to such association under subsections (c) through (h) of Section 18.5 shall be applicable to the community associations and to its unit owners.

(Source: P.A. 88-47; 89-41, eff. 6-23-95; 89-626, eff. 8-9-96.)

Section 10. The Common Interest Community Association Act is amended by changing Sections 1-5, 1-20, 1-25, 1-30, and 1-50 as follows:

(765 ILCS 160/1-5)

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

"Acceptable technological means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Majority" or "majority of the members" means the owners of more than 50% in the aggregate in interest of the undivided

ownership of the common elements. Any specified percentage of the members means such percentage in the aggregate in interest of such undivided ownership. "Majority" or "majority of the members of the board of the common interest community association" means more than 50% of the total number of persons constituting such board pursuant to the bylaws or operating agreement. Any specified percentage of the members of the common interest community association means that percentage of the total number of persons constituting such board pursuant to the bylaws or operating agreement.

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

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

"Member" means the person or entity designated as an owner and entitled to one vote as defined by the community instruments. The terms "member" and "unit owner" may be used interchangeably as defined by the community instruments, except in situations in which a matter of legal title to the

unit is involved or at issue, in which case the term "unit owner" would be the applicable term used.

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

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

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

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

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

"Property" means all the land, property, and space comprising the parcel, all improvements and structures erected, constructed or contained therein or thereon, including any building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, or enjoyment of

the members, under the authority or control of a common interest community association.

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

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

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

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

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

(Source: P.A. 97-605, eff. 8-26-11; 97-1090, eff. 8-24-12; 98-1042, eff. 1-1-15.)

(765 ILCS 160/1-20)

Sec. 1-20. Amendments to the declaration, ~~or~~ bylaws, or operating agreement.

(a) The administration of every property shall be governed by the declaration and bylaws or operating agreement, which may either be embodied in the declaration or in a separate instrument, a true copy of which shall be appended to and

recorded with the declaration. No modification or amendment of the declaration, ~~or~~ bylaws, or operating agreement shall be valid unless the same is set forth in an amendment thereof and such amendment is duly recorded. An amendment of the declaration, ~~or~~ bylaws, or operating agreement shall be deemed effective upon recordation, unless the amendment sets forth a different effective date.

(b) Unless otherwise provided by this Act, amendments to community instruments authorized to be recorded shall be executed and recorded by the president of the board or such other officer authorized by the common interest community association or the community instruments.

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

(d) No action to incorporate a common interest community as a municipality shall commence until an instrument agreeing to incorporation has been signed by two-thirds of the members.

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

(765 ILCS 160/1-25)

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

(a) Elections shall be held in accordance with the community instruments, provided that an election shall be held no less frequently than once every 24 months, for the board of managers or board of directors from among the membership of a common interest community association.

(b) (Blank).

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

(d) No member of the board or officer shall be elected for a term of more than 4 years, but officers and board members may succeed themselves.

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

(f) There shall be an election of a:

(1) president from among the members of the board, who shall preside over the meetings of the board and of the membership;

(2) secretary from among the members of the board, who shall keep the minutes of all meetings of the board and of the membership and who shall, in general, perform all the duties incident to the office of secretary; and

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

(g) If no election is held to elect board members within the time period specified in the bylaws, or within a reasonable amount of time thereafter not to exceed 90 days, then 20% of the members may bring an action to compel compliance with the election requirements specified in the bylaws or operating agreement. If the court finds that an election was not held to elect members of the board within the required period due to the bad faith acts or omissions of the board of managers or the board of directors, the members shall be entitled to recover their reasonable attorney's fees and costs from the association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this subsection (g) does not apply.

(h) Where there is more than one owner of a unit and there is only one member vote associated with that unit, if only one of the multiple owners is present at a meeting of the

membership, he or she is entitled to cast the member vote associated with that unit.

(h-5) A member may vote:

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

(2) by submitting an association-issued ballot in person at the election meeting; or

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

(4) by any electronic or acceptable technological means.

Votes cast under any paragraph of this subsection (h-5) are valid for the purpose of establishing a quorum.

(i) The association may, upon adoption of the appropriate rules by the board, conduct elections by electronic or acceptable technological means. Members may not vote by proxy in board elections. Instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all members not less than 10 and not more than 30 days before the election meeting. The instruction notice must include the names of all candidates who have given

the board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The board rules shall provide and the instructions provided to the member shall state that a member who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that member.

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

(Source: P.A. 97-605, eff. 8-26-11; 97-1090, eff. 8-24-12; 98-1042, eff. 1-1-15.)

(765 ILCS 160/1-30)

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

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

(b) A common interest community association may not enter

into a contract with a current board member, or with a corporation, limited liability company, or partnership in which a board member or a member of his or her immediate family has 25% or more interest, unless notice of intent to enter into the contract is given to members within 20 days after a decision is made to enter into the contract and the members are afforded an opportunity by filing a petition, signed by 20% of the membership, for an election to approve or disapprove the contract; such petition shall be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition. For purposes of this subsection, a board member's immediate family means the board member's spouse, parents, siblings, and children.

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

(d) (Blank).

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

(f) The association shall have one class of membership unless the declaration, ~~or~~ bylaws, or operating agreement provide otherwise; however, this subsection (f) shall not be construed to limit the operation of subsection (c) of Section 1-20 of this Act.

(g) The board shall have the power, after notice and an

opportunity to be heard, to levy and collect reasonable fines from members or unit owners for violations of the declaration, bylaws, operating agreement, and rules and regulations of the common interest community association.

(h) Other than attorney's fees and court or arbitration costs, no fees pertaining to the collection of a member's or unit owner's financial obligation to the association, including fees charged by a manager or managing agent, shall be added to and deemed a part of a member's or unit owner's respective share of the common expenses unless: (i) the managing agent fees relate to the costs to collect common expenses for the association; (ii) the fees are set forth in a contract between the managing agent and the association; and (iii) the authority to add the management fees to a member's or unit owner's respective share of the common expenses is specifically stated in the declaration, ~~or~~ bylaws, or operating agreement of the association.

(i) Board records.

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

(i) Copies of the recorded declaration, other community instruments, other duly recorded covenants

and bylaws and any amendments, articles of incorporation, articles of organization, annual reports, and any rules and regulations adopted by the board shall be available. Prior to the organization of the board, the developer shall maintain and make available the records set forth in this paragraph (i) for examination and copying.

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

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

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

(v) With a written statement of a proper purpose, such other records of the board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

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

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

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

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

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

(Source: P.A. 97-605, eff. 8-26-11; 97-1090, eff. 8-24-12; 98-232, eff. 1-1-14; 98-241, eff. 8-9-13; 98-756, eff. 7-16-14.)

(765 ILCS 160/1-50)

Sec. 1-50. Administration of property prior to election of the initial board of directors.

(a) Until the election of the initial board whose declaration is recorded on or after the effective date of this Act, the same rights, titles, powers, privileges, trusts, duties, and obligations that are vested in or imposed upon the board by this Act or in the declaration or other duly recorded covenant shall be held and performed by the developer.

(b) The election of the initial board, whose declaration is recorded on or after the effective date of this Act, shall be held not later than 60 days after the conveyance by the developer of 75% of the units, or 3 years after the recording of the declaration, whichever is earlier. The developer shall give at least 21 days' notice of the meeting to elect the initial board of directors and shall upon request provide to any member, within 3 working days of the request, the names, addresses, and weighted vote of each member entitled to vote at the meeting. Any member shall, upon receipt of the request, be provided with the same information, within 10 days after the request, with respect to each subsequent meeting to elect members of the board of directors.

(c) If the initial board of a common interest community association whose declaration is recorded on or after the effective date of this Act is not elected by the time established in subsection (b), the developer shall continue in office for a period of 30 days, whereupon written notice of his or her resignation shall be sent to all of the unit owners or members.

(d) Within 60 days following the election of a majority of the board, other than the developer, by members, the developer shall deliver to the board:

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

(2) A detailed accounting by the developer, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance, and operation of the property, copies of all insurance policies, and a list of any loans or advances to the association which are

outstanding.

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

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

(5) A list of all litigation, administrative action, and arbitrations involving the association, any notices of governmental bodies involving actions taken or which may be taken concerning the association, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other governmental authority, all governmental certificates, correspondence involving enforcement of any association requirements, copies of any documents relating to disputes involving members or unit owners, and originals of all documents relating to everything listed in this paragraph.

(6) If the developer fails to fully comply with this subsection (d) within the 60 days provided and fails to fully comply within 10 days after written demand mailed by registered or certified mail to his or her last known address, the board may bring an action to compel compliance with this subsection (d). If the court finds that any of

the required deliveries were not made within the required period, the board shall be entitled to recover its reasonable attorney's fees and costs incurred from and after the date of expiration of the 10-day demand.

(e) With respect to any common interest community association whose declaration is recorded on or after the effective date of this Act, any contract, lease, or other agreement made prior to the election of a majority of the board other than the developer by or on behalf of members or underlying common interest community association, the association or the board, which extends for a period of more than 2 years from the recording of the declaration, shall be subject to cancellation by more than one-half of the votes of the members, other than the developer, cast at a special meeting of members called for that purpose during a period of 90 days prior to the expiration of the 2-year period if the board is elected by the members, otherwise by more than one-half of the underlying common interest community association board. At least 60 days prior to the expiration of the 2-year period, the board or, if the board is still under developer control, the developer shall send notice to every member notifying them of this provision, of what contracts, leases, and other agreements are affected, and of the procedure for calling a meeting of the members or for action by the board for the purpose of acting to terminate such contracts, leases or other agreements. During the 90-day period the other party

to the contract, lease, or other agreement shall also have the right of cancellation.

(f) The statute of limitations for any actions in law or equity that the board may bring shall not begin to run until the members have elected a majority of the members of the board.

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

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