



96TH GENERAL ASSEMBLY

State of Illinois

2009 and 2010

SB3180

Introduced 2/9/2010, by Sen. A. J. Wilhelmi

SYNOPSIS AS INTRODUCED:

New Act

765 ILCS 605/18.5

from Ch. 30, par. 318.5

775 ILCS 5/6-102

Creates the Common Interest Community Association Act. Defines terms. Provides that the Act applies to common interest community associations and that a community instrument that is inconsistent with the Act is void as against public policy. Provides principles for the interpretation of community instruments. Provides that an initial declaration limiting ownership, rental, or occupancy of a unit to a person 55 years of age or older shall be valid and not a violation of the Illinois Human Rights Act. Provides for the election of a board, meetings, board functions, and finances of a common interest community association. Provides that an association may utilize a management company, but if that company serves more than one association it shall maintain separate accounts for each association. Provides remedies in an action brought by a unit owner against a board or board members to enforce the Act. Provides that notwithstanding any bylaws, rules, or other instruments of a common interest community association, a board may not prohibit the display of the American flag or a military flag, or both, on limited common areas or on an owner's unit. Creates the Service Member Residential Property Act. Defines terms. Provides that the Act applies to a lease of residential premises by a service member or a service member's dependents. Provides that an applicable lease may be terminated by a service member or the member's dependents after his or her entry into military service. Provides for the manner of lease termination and for arrearages, obligations, and liabilities. Provides that a violation of the Act constitutes a civil rights violation under the Illinois Human Rights Act. Provides that remedies under the Act are in addition to and do not preclude any remedy for wrongful conversion. Amends the Condominium Property Act. Provides that the Act does not apply to a common interest community association that is governed by the Common Interest Community Association Act. Amends the Illinois Human Rights Act by adding a violation of the Service Member Residential Property Act, in addition to 9 other Acts, as a civil rights violation under the Act.

LRB096 20251 AJO 35836 b

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 Article 1

5 Section 1-1. Short title. This Article may be cited as the
6 Common Interest Community Association Act, and references in
7 this Article to "this Act" mean this Article.

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

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

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

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

20 "Board of directors" means, for a common interest community
21 that has been incorporated as an Illinois not-for-profit
22 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
17 than a unit, reserved for the exclusive use of particular
18 units, including limited common areas.

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

22 "Common interest community" means real estate with respect
23 to which any person by virtue of his or her ownership of a unit
24 therein is obligated to pay for the maintenance, improvement,
25 insurance premiums or real estate taxes of common areas.

26 "Common interest community" may include, but not be limited to,

1 an attached or detached townhome, villa, or single-family home.
2 "Common interest community" does not include a condominium,
3 cooperative, or other property that has submitted to the
4 provisions of the Condominium Property Act.

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 the instrument by which the property is
10 submitted to the provisions of this Act, as hereinafter
11 provided, and such declaration as it is from time to time
12 amended.

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

20 "Developer control" means such control at a time prior to
21 the election of the board of the common interest community
22 association.

23 "Limited common areas" means a portion of the common areas
24 so designated in the declaration as being reserved for the use
25 of a certain unit or units to the exclusion of other units,
26 including but not limited to balconies, terraces, patios, and

1 parking spaces or facilities.

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

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

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

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

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

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

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

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

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

22 "Reserves" means those sums paid by unit owners which are
23 separately maintained by the common interest community
24 association for purposes specified by the declaration and
25 bylaws of the common interest community association.

26 "Unit" means a part of the property designed and intended

1 for any type of independent use.

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

5 Section 1-10. Applicability. Unless expressly provided
6 otherwise, the provisions of this Act are applicable to all
7 common interest community associations in this State that have
8 not been submitted to the provisions of the Condominium
9 Property Act. Any provisions of a community instrument that
10 contain provisions inconsistent with this Act are void as
11 against public policy and ineffective.

12 Section 1-15. Construction, interpretation, and validity
13 of community instruments.

14 (a) Except to the extent otherwise provided by the
15 declaration or other community instruments:

16 (1) The terms defined in Section 1-5 of this Act shall
17 be deemed to have the meaning specified therein unless the
18 context otherwise requires.

19 (2) Any shutters, awnings, window boxes, doorsteps,
20 porches, balconies, patios, perimeter doors, windows in
21 perimeter walls, and any other apparatus designed to serve
22 a single unit shall be deemed a limited common area
23 appertaining to that unit exclusively.

24 (b) All provisions of the declaration, bylaws, and other

1 community instruments are severable.

2 (c) Except to the extent otherwise provided by the
3 declaration, bylaws, or other community instruments recorded
4 prior to the effective date of this Act, in the event of a
5 conflict between the provisions of the declaration, bylaws, or
6 other community instruments, the declaration prevails except
7 to the extent the declaration is inconsistent with this Act.

8 (d) A provision in the initial declaration limiting
9 ownership, rental, or occupancy of a unit to a person 55 years
10 of age or older shall be valid and deemed not to be in
11 violation of Article 3 of the Illinois Human Rights Act
12 provided that the person or the immediate family of a person
13 owning, renting, or lawfully occupying such unit prior to the
14 recording of the initial declaration shall not be deemed to be
15 in violation of such age restriction so long as they continue
16 to own or reside in such unit.

17 Section 1-20. Amendments to the declaration or bylaws.

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

1 recordation, unless the amendment sets forth a different
2 effective date.

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

8 Section 1-25. Board of managers, board of directors,
9 duties, elections, and voting.

10 (a) There shall be an election of the board of managers or
11 board of directors from among the unit owners of a common
12 interest community association.

13 (b) The terms of at least one-third of the members of the
14 board shall expire annually and all members of the board shall
15 be elected at large.

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

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

22 (e) If there is a vacancy on the board, the remaining
23 members of the board may fill the vacancy by a two-thirds vote
24 of the remaining board members until the next annual meeting of
25 unit owners or until unit owners holding 20% of the votes of

1 the association request a meeting of the unit owners to fill
2 the vacancy for the balance of the term. A meeting of the unit
3 owners shall be called for purposes of filling a vacancy on the
4 board no later than 30 days following the filing of a petition
5 signed by unit owners holding 20% of the votes of the
6 association requesting such a meeting.

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

8 (1) president from among the members of the board, who
9 shall preside over the meetings of the board and of the
10 unit owners;

11 (2) secretary from among the members of the board, who
12 shall keep the minutes of all meetings of the board and of
13 the unit owners and who shall, in general, perform all the
14 duties incident to the office of secretary; and

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

17 (g) If no election is held to elect board members within
18 the time period specified in the bylaws, or within a reasonable
19 amount of time thereafter not to exceed 90 days, then 20% of
20 the unit owners may bring an action to compel compliance with
21 the election requirements specified in the bylaws. If the court
22 finds that an election was not held to elect members of the
23 board within the required period, the unit owners shall be
24 entitled to recover their reasonable attorney's fees and costs.
25 If the relevant notice requirements have been met and an
26 election is not held solely due to a lack of a quorum, then

1 this subsection (g) does not apply.

2 (h) Where there is more than one owner of a unit, if only
3 one of the multiple owners is present at a meeting of the
4 association, he or she is entitled to cast all the votes
5 allocated to that unit. A unit owner may vote:

6 (1) by proxy executed in writing by the unit owner or
7 by his or her duly authorized attorney in fact, provided,
8 however, that the proxy bears the date of execution. Unless
9 the community instruments or the written proxy itself
10 provide otherwise, proxies will not be valid for more than
11 11 months after the date of its execution; by proxy
12 executed in writing by the unit owner or by his or her duly
13 authorized attorney in fact; that the proxy must bear the
14 date of execution and, unless the community instruments or
15 the written proxy itself provide otherwise, is invalid
16 after 11 months from the date of its execution; or

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

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

22 (i) The association may, upon adoption of the appropriate
23 rules by the board, conduct elections by secret ballot whereby
24 the voting ballot is marked only with the voting interest for
25 the unit and the vote itself, provided that the association
26 shall further adopt rules to verify the status of the unit

1 owner issuing a proxy or casting a ballot. A candidate for
2 election to the board or such candidate's representative shall
3 have the right to be present at the counting of ballots at such
4 election.

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

15 Section 1-30. Board duties and obligations; records.

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

17 (b) A member of the board of the common interest community
18 association may not enter into a contract with a current board
19 member, or with a corporation or partnership in which a board
20 member or a member of his or her immediate family has 25% or
21 more interest, unless notice of intent to enter into the
22 contract is given to unit owners within 20 days after a
23 decision is made to enter into the contract and the unit owners
24 are afforded an opportunity by filing a petition, signed by 20%
25 of the unit owners, for an election to approve or disapprove

1 the contract; such petition shall be filed within 20 days after
2 such notice and such election shall be held within 30 days
3 after filing the petition. For purposes of this subsection, a
4 board member's immediate family means the board member's
5 spouse, parents, and children.

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

9 (d) The association shall have no authority to forbear the
10 payment of assessments by any unit owner.

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

13 (f) The association shall have one class of membership
14 unless the declaration or bylaws provide otherwise.

15 (g) The board shall have the power, after notice and an
16 opportunity to be heard, to levy and collect reasonable fines
17 from unit owners for violations of the declaration, bylaws, and
18 rules and regulations of the common interest community
19 association. Nothing contained in this subsection shall give
20 rise to a statutory lien for unpaid fines.

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

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

6 (i) Board records.

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

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

21 (ii) Detailed and accurate records in
22 chronological order of the receipts and expenditures
23 affecting the common areas, specifying and itemizing
24 the maintenance and repair expenses of the common areas
25 and any other expenses incurred, and copies of all
26 contracts, leases, or other agreements entered into by

1 the board, shall be maintained.

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

4 (iv) Ballots and proxies related thereto, if any,
5 for any election held for the board and for any other
6 matters voted on by the unit owners, which shall be
7 maintained for not less than one year.

8 (v) Such other records of the board as are
9 available for inspection by members of a
10 not-for-profit corporation pursuant to Section 107.75
11 of the General Not For Profit Corporation Act of 1986
12 shall be maintained.

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

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

23 (3) A reasonable fee may be charged by the board for
24 the cost of copying.

25 (4) If the board fails to provide records properly
26 requested under paragraph (1) of this subsection (i) within

1 the time period provided in that paragraph (1), the unit
2 owner may seek appropriate relief and shall be entitled to
3 an award of reasonable attorney's fees and costs if the
4 unit owner prevails.

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

9 Section 1-35. Unit owner powers, duties, and obligations.

10 (a) The unit owners shall have the right to vote for the
11 election of members of the board and to be elected to and serve
12 on the board unless the seller expressly retains in writing any
13 or all of those rights. In no event may the seller and
14 purchaser both be counted toward a quorum, be permitted to vote
15 for a particular office, or be elected and serve on the board.
16 In the event of a resale of a unit from a seller pursuant to an
17 installment contract during such time as the purchaser resides
18 in the unit, the purchaser shall be counted towards a quorum
19 and may vote for and be elected to serve on the board unless
20 the seller expressly retains, in writing, any or all of these
21 rights.

22 (b) The provisions of this Act, the declaration, bylaws,
23 other community instruments, and rules and regulations that
24 relate to the use of an individual unit or the common areas
25 shall be applicable to any person leasing a unit and shall be

1 deemed to be incorporated in any lease executed or renewed on
2 or after the effective date of this Act. With regard to any
3 lease entered into subsequent to the effective date of this
4 Act, the unit owner leasing the unit shall deliver a copy of
5 the signed lease to the association or if the lease is oral, a
6 memorandum of the lease, not later than the date of occupancy
7 or 10 days after the lease is signed, whichever occurs first.

8 (c) If there are multiple owners of a single unit, only one
9 of the multiple owners shall be eligible to serve as a member
10 of the board at any one time.

11 (d) Two-thirds of the unit owners may prescribe the method
12 for the removal of a board member.

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

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

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

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

26 (4) A statement of the status and amount of any reserve

1 for replacement fund and any portion of such fund earmarked
2 for any specified project by the board.

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

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

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

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

15 The principal officer of the board or such other officer as
16 is specifically designated shall furnish the above information
17 within 30 days after receiving a written request for such
18 information.

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

23 Section 1-40. Meetings.

24 (a) Written notice of any membership meeting shall be
25 mailed or delivered giving members no less than 10 and no more

1 than 30 days notice of the time, place, and purpose of such
2 meeting.

3 (b) Meetings.

4 (1) Twenty percent of the unit owners shall constitute
5 a quorum, unless the community instruments indicate
6 otherwise.

7 (2) The unit owners shall hold an annual meeting, one
8 of the purposes of which shall be to elect members of the
9 board of managers or board of directors of the common
10 interest community association.

11 (3) Special meetings of the board may be called by the
12 president or 25% of the members of the board. Special
13 meetings of the unit owners may be called by the president,
14 the board, or by 20% of unit owners.

15 (4) Except to the extent otherwise provided by this
16 Act, the board shall ensure that unit owners receive notice
17 of all board meetings at least 48 hours prior to the
18 meeting by sending notice by mail, personal delivery, or by
19 posting copies of notices of meetings in entranceways,
20 elevators, or other conspicuous places in the common
21 interest community at least 48 hours prior to the meeting
22 except where there is no common entranceway for 7 or more
23 units, the board may designate one or more locations in the
24 proximity of these units where the notices of meetings
25 shall be posted. The board shall give unit owners, by mail
26 or personal delivery, notice of any board meeting

1 concerning the adoption of (i) the proposed annual budget,
2 (ii) regular assessments, or (iii) a separate or special
3 assessment within 10 to 30 days prior to the meeting,
4 unless otherwise provided in Section 1-45 (a) or any other
5 provision of this Act.

6 (5) Meetings of the board shall be open to any unit
7 owner, except for the portion of any meeting held (i) to
8 discuss litigation when an action against or on behalf of
9 the particular association has been filed and is pending in
10 a court or administrative tribunal, or when the common
11 interest community association finds that such an action is
12 probable or imminent, (ii) to consider information
13 regarding appointment, employment, or dismissal of an
14 employee, or (iii) to discuss violations of rules and
15 regulations of the association or a unit owner's unpaid
16 share of common expenses. Any vote on these matters shall
17 be taken at a meeting or portion thereof open to any unit
18 owner.

19 (6) The board must reserve a portion of the meeting of
20 the board for comments by unit owners.

21 Section 1-45. Finances.

22 (a) Each unit owner shall receive, at least 30 days prior
23 to the adoption thereof by the board, a copy of the proposed
24 annual budget together with an indication of which portions are
25 intended for reserves, capital expenditures or repairs or

1 payment of real estate taxes.

2 (b) The board shall annually supply to all unit owners an
3 itemized accounting of the common expenses for the preceding
4 year actually incurred or paid, together with an indication of
5 which portions were for reserves, capital expenditures or
6 repairs or payment of real estate taxes and with a tabulation
7 of the amounts collected pursuant to the budget or assessment,
8 and showing the net excess or deficit of income over
9 expenditures plus reserves.

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

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

26 (e) Separate assessments for expenditures relating to

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

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

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

18 Section 1-50. Administration of property prior to election
19 of the initial board of directors.

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

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

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

21 (d) Within 60 days following the election of a majority of
22 the board, other than the developer, by unit owners, the
23 developer shall deliver to the board:

24 (1) All original documents as recorded or filed
25 pertaining to the property, its administration, and the
26 association, such as the declaration, articles of

1 incorporation, other instruments, annual reports, minutes,
2 rules and regulations, and contracts, leases, or other
3 agreements entered into by the association. If any original
4 documents are unavailable, a copy may be provided if
5 certified by affidavit of the developer, or an officer or
6 agent of the developer, as being a complete copy of the
7 actual document recorded or filed.

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

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

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

21 (5) A list of all litigation, administrative action,
22 and arbitrations involving the association, any notices of
23 governmental bodies involving actions taken or which may be
24 taken concerning the association, engineering and
25 architectural drawings and specifications as approved by
26 any governmental authority, all other documents filed with

1 any other governmental authority, all governmental
2 certificates, correspondence involving enforcement of any
3 association requirements, copies of any documents relating
4 to disputes involving unit owners, and originals of all
5 documents relating to everything listed in this paragraph.

6 (6) If the developer fails to fully comply with this
7 subsection (d) within the 60 days provided and fails to
8 fully comply within 10 days after written demand mailed by
9 registered or certified mail to his or her last known
10 address, the board may bring an action to compel compliance
11 with this subsection (d). If the court finds that any of
12 the required deliveries were not made within the required
13 period, the board shall be entitled to recover its
14 reasonable attorney's fees and costs incurred from and
15 after the date of expiration of the 10 day demand.

16 (e) With respect to any common interest community
17 association whose declaration is recorded on or after the
18 effective date of this Act, any contract, lease, or other
19 agreement made prior to the election of a majority of the board
20 other than the developer by or on behalf of unit owners or
21 underlying common interest community association, the
22 association or the board, which extends for a period of more
23 than 2 years from the recording of the declaration, shall be
24 subject to cancellation by more than one-half of the votes of
25 the unit owners, other than the developer, cast at a special
26 meeting of members called for that purpose during a period of

1 90 days prior to the expiration of the 2 year period if the
2 board is elected by the unit owners, otherwise by more than
3 one-half of the underlying common interest community
4 association board. At least 60 days prior to the expiration of
5 the 2 year period, the board or, if the board is still under
6 developer control, the developer shall send notice to every
7 unit owner notifying them of this provision, of what contracts,
8 leases, and other agreements are affected, and of the procedure
9 for calling a meeting of the unit owners or for action by the
10 board for the purpose of acting to terminate such contracts,
11 leases or other agreements. During the 90 day period the other
12 party to the contract, lease, or other agreement shall also
13 have the right of cancellation.

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

18 Section 1-55. Fidelity insurance. An association with 30 or
19 more units shall obtain and maintain fidelity insurance
20 covering persons who control or disburse funds of the
21 association for the maximum amount of coverage available to
22 protect funds in the custody or control of the association plus
23 the association reserve fund. All management companies which
24 are responsible for the funds held or administered by the
25 association shall maintain and furnish to the association a

1 fidelity bond for the maximum amount of coverage available to
2 protect funds in the custody of the management company at any
3 time. The association shall bear the cost of the fidelity
4 insurance and fidelity bond, unless otherwise provided by
5 contract between the association and a management company.

6 Section 1-60. Errors and omissions.

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

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

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

14 (c) If a scrivener's error in the declaration or other
15 instrument is corrected by vote of two-thirds of the members of
16 the board pursuant to the authority established in subsection
17 (b), the board, upon written petition by unit owners with 20%
18 of the votes of the association received within 30 days of the
19 board action, shall call a meeting of the unit owners within 30
20 days of the filing of the petition or receipt of the common
21 interest community association resolution to consider the
22 board action. Unless a majority of the votes of the unit owners
23 of the association are cast at the meeting to reject the
24 action, it is ratified whether or not a quorum is present.

25 (d) Nothing contained in this Section shall be construed to
26 invalidate any provision of a declaration authorizing the

1 developer to amend an instrument prior to the latest date on
2 which the initial membership meeting of the unit owners must be
3 held, whether or not it has actually been held, to bring the
4 instrument into compliance with the legal requirements of the
5 Federal National Mortgage Association, the Federal Home Loan
6 Mortgage Corporation, the Federal Housing Administration, the
7 United States Department of Veterans Affairs, or their
8 respective successors and assigns.

9 Section 1-65. Management company. A management company
10 holding reserve funds of an association shall at all times
11 maintain a separate account for each association, provided,
12 however, that for investment purposes, the board of managers of
13 an association may authorize a management company to maintain
14 the association's reserve funds in a single interest bearing
15 account with similar funds of other associations. The
16 management company shall at all times maintain records
17 identifying all moneys of each association in such investment
18 account unless the association and the management company
19 otherwise provide in the management agreement. The management
20 company may hold all operating funds of associations which it
21 manages in a single operating account but shall at all times
22 maintain records identifying all moneys of each association in
23 such operating account. Such operating and reserve funds held
24 by the management company for the association shall not be
25 subject to attachment by any creditor of the management

1 company. A management company that provides common interest
2 community association management services for more than one
3 common interest community association shall maintain separate,
4 segregated accounts for each common interest community
5 association. The funds shall not, in any event, be commingled
6 with funds of the management company, the firm of the
7 management company, or any other common interest community
8 association. The maintenance of these accounts shall be
9 custodial, and the accounts shall be in the name of the
10 respective common interest community association.

11 Section 1-70. Display of American flag or military flag.

12 (a) Notwithstanding any provision in the declaration,
13 bylaws, community instruments, rules, regulations, or
14 agreements or other instruments of a common interest community
15 association or a board's construction of any of those
16 instruments, a board may not prohibit the display of the
17 American flag or a military flag, or both, on or within the
18 limited common areas and facilities of a unit owner or on the
19 immediately adjacent exterior of the building in which the unit
20 of a unit owner is located. A board may adopt reasonable rules
21 and regulations, consistent with Sections 4 through 10 of
22 Chapter 1 of Title 4 of the United States Code, regarding the
23 placement and manner of display of the American flag and a
24 board may adopt reasonable rules and regulations regarding the
25 placement and manner of display of a military flag. A board may

1 not prohibit the installation of a flagpole for the display of
2 the American flag or a military flag, or both, on or within the
3 limited common areas and facilities of a unit owner or on the
4 immediately adjacent exterior of the building in which the unit
5 of a unit owner is located, but a board may adopt reasonable
6 rules and regulations regarding the location and size of
7 flagpoles.

8 (b) As used in this Section:

9 "American flag" means the flag of the United States (as
10 defined in Section 1 of Chapter 1 of Title 4 of the United
11 States Code and the Executive Orders entered in connection
12 with that Section) made of fabric, cloth, or paper
13 displayed from a staff or flagpole or in a window, but
14 "American flag" does not include a depiction or emblem of
15 the American flag made of lights, paint, roofing, siding,
16 paving materials, flora, or balloons, or any other similar
17 building, landscaping, or decorative component.

18 "Military flag" means a flag of any branch of the
19 United States armed forces or the Illinois National Guard
20 made of fabric, cloth, or paper displayed from a staff or
21 flagpole or in a window, but "military flag" does not
22 include a depiction or emblem of a military flag made of
23 lights, paint, roofing, siding, paving materials, flora,
24 or balloons, or any other similar building, landscaping, or
25 decorative component.

1 Article 5

2 Section 5-1. Short title. This Article may be cited as the
3 Service Member Residential Property Act, and references in this
4 Article to "this Act" mean this Article.

5 Section 5-5. Definitions. For purposes of this Act:

6 "Military service" means Federal service or active duty
7 with any branch of service hereinafter referred to as well as
8 training or education under the supervision of the United
9 States preliminary to induction into the military service for a
10 period of not less than 180 days. "Military service" also
11 includes any period of active duty with the State of Illinois
12 pursuant to the orders of the President of the United States or
13 the Governor.

14 "Service member" means and includes the following persons
15 and no others: all members of the Army of the United States,
16 the United States Navy, the Marine Corps, the Air Force, the
17 Coast Guard and all members of the State Militia called into
18 the service or training of the United States of America or of
19 this State.

20 The foregoing definitions shall apply both to voluntary
21 enlistment and to induction into service by draft or
22 conscription.

23 Section 5-10. Service member residential lease. The

1 provisions of this Act apply to a lease of residential premises
2 occupied, or intended to be occupied, by a service member or a
3 service member's dependents if:

4 (1) the lease is executed by or on behalf of a person
5 who thereafter and during the term of the lease enters
6 military service; or

7 (2) the service member, while in military service,
8 executes the lease and thereafter receives military orders
9 for a permanent change of station or to deploy with a
10 military unit, or as an individual in support of a military
11 operation, for a period of not less than 90 days.

12 Section 5-15. Termination by lessee. The lessee on a lease
13 described in Section 5-10 may, at the lessee's option,
14 terminate the lease at any time after (i) the lessee's entry
15 into military service or (ii) the date of the lessee's military
16 orders described in subdivision (2) of Section 5-10, as the
17 case may be.

18 Section 5-20. Manner of termination; effective date of
19 termination.

20 (a) A lessee's termination of a lease pursuant to this
21 subsection shall terminate any obligation a dependent of the
22 lessee may have under the lease.

23 (b) Termination of a lease under Section 5-15 is made by
24 delivery by the lessee of written notice of such termination,

1 and a copy of the service member's military orders, to the
2 lessor, the lessor's grantee, the lessor's agent, or the
3 agent's grantee. Delivery of notice may be accomplished (i) by
4 hand delivery, (ii) by private business carrier, or (iii) by
5 placing the written notice in the United States mail in an
6 envelope with sufficient postage and with return receipt
7 requested, and addressed as designated by the lessor, the
8 lessor's grantee, the lessor's agent, or the agent's grantee.

9 (c) In the case of a lease that provides for monthly
10 payment of rent, termination of the lease under Section 5-15 is
11 effective 30 days after the first date on which the next rental
12 payment is due and payable after the date on which the notice
13 under subsection (b) of this Section is delivered. In the case
14 of any other lease, termination of the lease under Section 5-15
15 is effective on the last day of the month following the month
16 in which the notice is delivered.

17 Section 5-25. Arrearages, obligations, and liabilities.

18 (a) Rents or lease amounts unpaid for the period preceding
19 the effective date of the lease termination shall be paid on a
20 prorated basis. Rents or lease amounts paid in advance for a
21 period after the effective date of the termination of the lease
22 shall be refunded to the lessee by the lessor, the lessor's
23 grantee, the lessor's agent, or the agent's grantee within 30
24 days after the effective date of the termination of the lease.
25 Any relief granted by this Act to a service member may be

1 modified as justice and equity require.

2 (b) Upon termination of a rental agreement under this Act,
3 the tenant is liable for the rent due under the rental
4 agreement prorated to the effective date of the termination
5 payable at such time as would have otherwise been required by
6 the terms of the rental agreement. The tenant is not liable for
7 any other rent or any liquidated damages due to the early
8 termination; provided however, that a tenant may be liable for
9 the cost of repairing damage to the premises caused by an act
10 or omission of the tenant.

11 Section 5-30. Violation. A violation of this Act
12 constitutes a civil rights violation under the Illinois Human
13 Rights Act. The remedy and rights provided under this Act are
14 in addition to and do not preclude any remedy for wrongful
15 conversion otherwise available under law to the person claiming
16 relief under this Act, including any award for consequential or
17 punitive damages.

18 Section 5-90. The Condominium Property Act is amended by
19 changing Section 18.5 as follows:

20 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

21 Sec. 18.5. Master Associations.

22 (a) If the declaration, other condominium instrument, or
23 other duly recorded covenants provide that any of the powers of

1 the unit owners associations are to be exercised by or may be
2 delegated to a nonprofit corporation or unincorporated
3 association that exercises those or other powers on behalf of
4 one or more condominiums, or for the benefit of the unit owners
5 of one or more condominiums, such corporation or association
6 shall be a master association.

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

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

15 (c) Meetings and finances.

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

21 (2) The board of the master association shall annually
22 supply to all unit owners of condominiums subject to the
23 authority of the board of the master association an
24 itemized accounting of the common expenses for the
25 preceding year actually incurred or paid, together with a
26 tabulation of the amounts collected pursuant to the budget

1 or assessment, and showing the net excess or deficit of
2 income over expenditures plus reserves.

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

10 (4) Meetings of the board of the master association
11 shall be open to any unit owner in a condominium subject to
12 the authority of the board of the master association,
13 except for the portion of any meeting held:

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

19 (B) to consider information regarding appointment,
20 employment or dismissal of an employee, or

21 (C) to discuss violations of rules and regulations
22 of the master association or unpaid common expenses
23 owed to the master association.

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

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

17 (5) If the declaration provides for election by unit
18 owners of members of the board of directors in the event of
19 a resale of a unit in the master association, the purchaser
20 of a unit from a seller other than the developer pursuant
21 to an installment contract for purchase shall, during such
22 times as he or she resides in the unit, be counted toward a
23 quorum for purposes of election of members of the board of
24 directors at any meeting of the unit owners called for
25 purposes of electing members of the board, and shall have
26 the right to vote for the election of members of the board

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

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

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

25 (8) Other than attorney's fees, no fees pertaining to
26 the collection of a unit owner's financial obligation to

1 the Association, including fees charged by a manager or
2 managing agent, shall be added to and deemed a part of an
3 owner's respective share of the common expenses unless: (i)
4 the managing agent fees relate to the costs to collect
5 common expenses for the Association; (ii) the fees are set
6 forth in a contract between the managing agent and the
7 Association; and (iii) the authority to add the management
8 fees to an owner's respective share of the common expenses
9 is specifically stated in the declaration or bylaws of the
10 Association.

11 (d) Records.

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

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

1 examination and copying.

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

9 (iii) The minutes of all meetings of the master
10 association and the board of the master association
11 shall be maintained for not less than 7 years.

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

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

22 (vi) With respect to units owned by a land trust,
23 if a trustee designates in writing a person to cast
24 votes on behalf of the unit owner, the designation
25 shall remain in effect until a subsequent document is
26 filed with the association.

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

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

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

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

18 (f) Administration of property prior to election of the
19 initial board of directors.

20 (1) Until the election, by the unit owners or the
21 boards of managers of the underlying condominium
22 associations, of the initial board of directors of a master
23 association whose declaration is recorded on or after
24 August 10, 1990, the same rights, titles, powers,
25 privileges, trusts, duties and obligations that are vested
26 in or imposed upon the board of directors by this Act or in

1 the declaration or other duly recorded covenant shall be
2 held and performed by the developer.

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

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

1 condominium board of managers entitled to vote at an
2 election for members of the board of directors.

3 (4) Within 60 days following the election of a majority
4 of the board of directors, other than the developer, by
5 unit owners, the developer shall deliver to the board of
6 directors:

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

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

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

26 (iv) A schedule of all real or personal property,

1 equipment and fixtures belonging to the association,
2 including documents transferring the property,
3 warranties, if any, for all real and personal property
4 and equipment, deeds, title insurance policies, and
5 all tax bills.

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

19 (vi) If the developer fails to fully comply with
20 this paragraph (4) within the 60 days provided and
21 fails to fully comply within 10 days of written demand
22 mailed by registered or certified mail to his or her
23 last known address, the board may bring an action to
24 compel compliance with this paragraph (4). If the court
25 finds that any of the required deliveries were not made
26 within the required period, the board shall be entitled

1 to recover its reasonable attorneys' fees and costs
2 incurred from and after the date of expiration of the
3 10 day demand.

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

1 terminate such contracts, leases or other agreements.
2 During the 90 day period the other party to the contract,
3 lease, or other agreement shall also have the right of
4 cancellation.

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

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

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

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

20 (3) A statement of any capital expenditures
21 anticipated by the association within the current or
22 succeeding 2 fiscal years.

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

26 (5) A copy of the statement of financial condition of

1 the association for the last fiscal year for which such a
2 statement is available.

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

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

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

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

16 A reasonable fee covering the direct out-of-pocket cost of
17 copying and providing such information may be charged by the
18 association or its board of directors to the unit seller for
19 providing the information.

20 (h) Errors and omissions.

21 (1) If there is an omission or error in the declaration
22 or other instrument of the master association, the master
23 association may correct the error or omission by an
24 amendment to the declaration or other instrument, as may be
25 required to conform it to this Act, to any other applicable
26 statute, or to the declaration. The amendment shall be

1 adopted by vote of two-thirds of the members of the board
2 of directors or by a majority vote of the unit owners at a
3 meeting called for that purpose, unless the Act or the
4 declaration of the master association specifically
5 provides for greater percentages or different procedures.

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

1 association or the liability for common expenses
2 appertaining to the unit.

3 (3) If an omission or error or a scrivener's error in
4 the declaration or other instrument is corrected by vote of
5 two-thirds of the members of the board of directors
6 pursuant to the authority established in subdivisions
7 (h) (1) or (h) (2) of this Section, the board, upon written
8 petition by unit owners with 20% of the votes of the
9 association or resolutions adopted by the board of managers
10 or board of directors of the condominium and common
11 interest community associations which select 20% of the
12 members of the board of directors of the master
13 association, whichever is applicable, received within 30
14 days of the board action, shall call a meeting of the unit
15 owners or the boards of the condominium and common interest
16 community associations which select members of the board of
17 directors of the master association within 30 days of the
18 filing of the petition or receipt of the condominium and
19 common interest community association resolution to
20 consider the board action. Unless a majority of the votes
21 of the unit owners of the association are cast at the
22 meeting to reject the action, or board of managers or board
23 of directors of condominium and common interest community
24 associations which select over 50% of the members of the
25 board of the master association adopt resolutions prior to
26 the meeting rejecting the action of the board of directors

1 of the master association, it is ratified whether or not a
2 quorum is present.

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

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

1 publication, but the plaintiff shall furnish all unit
2 owners not personally served with process with copies of
3 the petition and final judgment of the court by certified
4 mail, return receipt requested, at their last known
5 address.

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

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

1 establishing the powers and duties of the master association
2 which fails to contain the provisions required by subsections
3 (c) through (h) shall be deemed to incorporate such provisions
4 by operation of law.

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

13 (k) The provisions of this Section do not apply to a common
14 interest community association that is governed by the Common
15 Interest Community Association Act.

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

17 Section 5-95. The Illinois Human Rights Act is amended by
18 changing Section 6-102 as follows:

19 (775 ILCS 5/6-102)

20 Sec. 6-102. Violations of other Acts. A person who violates
21 the Military Leave of Absence Act, the Public Employee Armed
22 Services Rights Act, Section 11-117-12.2 of the Illinois
23 Municipal Code, Section 224.05 of the Illinois Insurance Code,
24 Section 8-201.5 of the Public Utilities Act, Section 9-107.10

1 of the Code of Civil Procedure, Section 4.05 of the Interest
2 Act, the Military Personnel Cellular Phone Contract
3 Termination Act, the Service Member Residential Property Act,
4 or Section 37 of the Motor Vehicle Leasing Act commits a civil
5 rights violation within the meaning of this Act.

6 (Source: P.A. 95-392, eff. 8-23-07.)