

1 AN ACT concerning civil law.

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

4 Section 5. The Common Interest Community Association Act is  
5 amended by changing Section 1-30 as follows:

6 (765 ILCS 160/1-30)

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

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

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

23 (c) The bylaws or operating agreement shall provide for the

1 maintenance, repair, and replacement of the common areas and  
2 payments therefor, including the method of approving payment  
3 vouchers.

4 (d) (Blank).

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

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

12 (g) The board shall have the power, after notice and an  
13 opportunity to be heard, to levy and collect reasonable fines  
14 from members or unit owners for violations of the declaration,  
15 bylaws, operating agreement, and rules and regulations of the  
16 common interest community association.

17 (h) Other than attorney's fees and court or arbitration  
18 costs, no fees pertaining to the collection of a member's or  
19 unit owner's financial obligation to the association,  
20 including fees charged by a manager or managing agent, shall be  
21 added to and deemed a part of a member's or unit owner's  
22 respective share of the common expenses unless: (i) the  
23 managing agent fees relate to the costs to collect common  
24 expenses for the association; (ii) the fees are set forth in a  
25 contract between the managing agent and the association; and  
26 (iii) the authority to add the management fees to a member's or

1 unit owner's respective share of the common expenses is  
2 specifically stated in the declaration, bylaws, or operating  
3 agreement of the association.

4 (i) Board records.

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

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

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

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

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

8           (v) With a written statement of a proper purpose,  
9           such other records of the board as are available for  
10          inspection by members of a not-for-profit corporation  
11          pursuant to Section 107.75 of the General Not For  
12          Profit Corporation Act of 1986 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 member  
17          or unit owner and a designation shall remain in effect  
18          until a subsequent document is filed with the  
19          association.

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

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

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

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

13           (Source: P.A. 98-232, eff. 1-1-14; 98-241, eff. 8-9-13; 98-756,  
14 eff. 7-16-14; 99-41, eff. 7-14-15.)

15           Section 10. The Condominium Property Act is amended by  
16 changing Sections 15 and 18 as follows:

17           (765 ILCS 605/15) (from Ch. 30, par. 315)

18           Sec. 15. Sale of property.

19           (a) Unless a greater percentage is provided for in the  
20 declaration or bylaws, and notwithstanding the provisions of  
21 Sections 13 and 14 hereof, a majority of the unit owners if  
22 ~~where~~ the property contains 2 units, or not less than 66 2/3%  
23 if ~~where~~ the property contains 3 ~~three~~ units, or ~~and~~ not less  
24 than 75% if ~~where~~ the property contains at least 4 but not more

1 than 6 units, or not less than 85% if the property contains 7  
2 or more units, ~~4 or more units~~ may, by affirmative vote at a  
3 meeting of unit owners duly called for such purpose, elect to  
4 sell the property. Such action shall be binding upon all unit  
5 owners, and it shall thereupon become the duty of every unit  
6 owner to execute and deliver such instruments and to perform  
7 all acts as in manner and form may be necessary to effect such  
8 sale, provided, however, that any unit owner who did not vote  
9 in favor of such action and who has filed written objection  
10 thereto with the manager or board of managers within 20 days  
11 after the date of the meeting at which such sale was approved  
12 shall be entitled to receive from the proceeds of such sale an  
13 amount equivalent to the value of his interest, as determined  
14 by a fair appraisal, less the amount of any unpaid assessments  
15 or charges due and owing from such unit owner.

16 (b) If there is a disagreement as to the value of the  
17 interest of a unit owner who did not vote in favor of the sale  
18 of the property, that unit owner shall have a right to  
19 designate an expert in appraisal or property valuation to  
20 represent him, in which case, the prospective purchaser of the  
21 property shall designate an expert in appraisal or property  
22 valuation to represent him, and both of these experts shall  
23 mutually designate a third expert in appraisal or property  
24 valuation. The 3 experts shall constitute a panel to determine  
25 by vote of at least 2 of the members of the panel, the value of  
26 that unit owner's interest in the property.

1 (Source: P.A. 86-1156.)

2 (765 ILCS 605/18) (from Ch. 30, par. 318)

3 Sec. 18. Contents of bylaws. The bylaws shall provide for  
4 at least the following:

5 (a) (1) The election from among the unit owners of a  
6 board of managers, the number of persons constituting such  
7 board, and that the terms of at least one-third of the  
8 members of the board shall expire annually and that all  
9 members of the board shall be elected at large; if there  
10 are multiple owners of a single unit, only one of the  
11 multiple owners shall be eligible to serve as a member of  
12 the board at any one time;

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

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

16 (4) the method of removal from office of members of the  
17 board;

18 (5) that the board may engage the services of a manager  
19 or managing agent;

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

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

10           (8) (i) that each unit owner shall receive notice, in  
11 the same manner as is provided in this Act for membership  
12 meetings, of any meeting of the board of managers  
13 concerning the adoption of the proposed annual budget and  
14 regular assessments pursuant thereto or to adopt a separate  
15 (special) assessment, (ii) that except as provided in  
16 subsection (iv) below, if an adopted budget or any separate  
17 assessment adopted by the board would result in the sum of  
18 all regular and separate assessments payable in the current  
19 fiscal year exceeding 115% of the sum of all regular and  
20 separate assessments payable during the preceding fiscal  
21 year, the board of managers, upon written petition by unit  
22 owners with 20 percent of the votes of the association  
23 delivered to the board within 14 days of the board action,  
24 shall call a meeting of the unit owners within 30 days of  
25 the date of delivery of the petition to consider the budget  
26 or separate assessment; unless a majority of the total



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

24 (9) (A) that every meeting of the board of managers  
25 shall be open to any unit owner, except that the board may  
26 close any portion of a noticed meeting or meet separately

1 from a noticed meeting to: (i) discuss litigation when an  
2 action against or on behalf of the particular association  
3 has been filed and is pending in a court or administrative  
4 tribunal, or when the board of managers finds that such an  
5 action is probable or imminent, (ii) discuss the  
6 appointment, employment, engagement, or dismissal of an  
7 employee, independent contractor, agent, or other provider  
8 of goods and services, (iii) interview a potential  
9 employee, independent contractor, agent, or other provider  
10 of goods and services, (iv) discuss violations of rules and  
11 regulations of the association, (v) discuss a unit owner's  
12 unpaid share of common expenses, or (vi) consult with the  
13 association's legal counsel; that any vote on these matters  
14 shall take place at a meeting of the board of managers or  
15 portion thereof open to any unit owner;

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

23 (C) that any unit owner may record the proceedings at  
24 meetings of the board of managers or portions thereof  
25 required to be open by this Act by tape, film or other  
26 means, and that the board may prescribe reasonable rules

1 and regulations to govern the right to make such  
2 recordings;

3 (D) that notice of every meeting of the board of  
4 managers shall be given to every board member at least 48  
5 hours prior thereto, unless the board member waives notice  
6 of the meeting pursuant to subsection (a) of Section 18.8;  
7 and

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

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

1           annually;

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

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

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

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

26          (15) provisions concerning notice of board meetings to

1 members of the board;

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

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

24 (18) any proxy distributed for board elections by the  
25 board of managers gives unit owners the opportunity to  
26 designate any person as the proxy holder, and gives the

1 unit owner the opportunity to express a preference for any  
2 of the known candidates for the board or to write in a  
3 name;

4 (19) that special meetings of the board of managers can  
5 be called by the president or 25% of the members of the  
6 board;

7 (20) that the board of managers may establish and  
8 maintain a system of master metering of public utility  
9 services and collect payments in connection therewith,  
10 subject to the requirements of the Tenant Utility Payment  
11 Disclosure Act; and

12 (21) that the board may ratify and confirm actions of  
13 the members of the board taken in response to an emergency,  
14 as that term is defined in subdivision (a)(8)(iv) of this  
15 Section; that the board shall give notice to the unit  
16 owners of: (i) the occurrence of the emergency event within  
17 7 business days after the emergency event, and (ii) the  
18 general description of the actions taken to address the  
19 event within 7 days after the emergency event.

20 The intent of the provisions of Public Act 99-472  
21 adding this paragraph (21) is to empower and support boards  
22 to act in emergencies.

23 (b)(1) What percentage of the unit owners, if other  
24 than 20%, shall constitute a quorum provided that, for  
25 condominiums with 20 or more units, the percentage of unit  
26 owners constituting a quorum shall be 20% unless the unit

1 owners holding a majority of the percentage interest in the  
2 association provide for a higher percentage, provided that  
3 in voting on amendments to the association's bylaws, a unit  
4 owner who is in arrears on the unit owner's regular or  
5 separate assessments for 60 days or more, shall not be  
6 counted for purposes of determining if a quorum is present,  
7 but that unit owner retains the right to vote on amendments  
8 to the association's bylaws;

9 (2) that the association shall have one class of voting  
10 membership;

11 (3) that the members shall hold an annual meeting, one  
12 of the purposes of which shall be to elect members of the  
13 board of managers;

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

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

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

1 transmission;

2 (7) that voting shall be on a percentage basis, and  
3 that the percentage vote to which each unit is entitled is  
4 the percentage interest of the undivided ownership of the  
5 common elements appurtenant thereto, provided that the  
6 bylaws may provide for approval by unit owners in  
7 connection with matters where the requisite approval on a  
8 percentage basis is not specified in this Act, on the basis  
9 of one vote per unit;

10 (8) that, where there is more than one owner of a unit,  
11 if only one of the multiple owners is present at a meeting  
12 of the association, he is entitled to cast all the votes  
13 allocated to that unit, if more than one of the multiple  
14 owners are present, the votes allocated to that unit may be  
15 cast only in accordance with the agreement of a majority in  
16 interest of the multiple owners, unless the declaration  
17 expressly provides otherwise, that there is majority  
18 agreement if any one of the multiple owners cast the votes  
19 allocated to that unit without protest being made promptly  
20 to the person presiding over the meeting by any of the  
21 other owners of the unit;

22 (9) (A) except as provided in subparagraph (B) of this  
23 paragraph (9) in connection with board elections, that a  
24 unit owner may vote by proxy executed in writing by the  
25 unit owner or by his duly authorized attorney in fact; that  
26 the proxy must bear the date of execution and, unless the



1 condominium instruments or the written proxy itself  
2 provide otherwise, is invalid after 11 months from the date  
3 of its execution; to the extent the condominium instruments  
4 or rules adopted thereunder expressly so provide, a vote or  
5 proxy may be submitted by electronic transmission,  
6 provided that any such electronic transmission shall  
7 either set forth or be submitted with information from  
8 which it can be determined that the electronic transmission  
9 was authorized by the unit owner or the unit owner's proxy;

10 (B) that if a rule adopted at least 120 days before a  
11 board election or the declaration or bylaws provide for  
12 balloting as set forth in this subsection, unit owners may  
13 not vote by proxy in board elections, but may vote only (i)  
14 by submitting an association-issued ballot in person at the  
15 election meeting or (ii) by submitting an  
16 association-issued ballot to the association or its  
17 designated agent by mail or other means of delivery  
18 specified in the declaration, bylaws, or rule; that the  
19 ballots shall be mailed or otherwise distributed to unit  
20 owners not less than 10 and not more than 30 days before  
21 the election meeting, and the board shall give unit owners  
22 not less than 21 days' prior written notice of the deadline  
23 for inclusion of a candidate's name on the ballots; that  
24 the deadline shall be no more than 7 days before the  
25 ballots are mailed or otherwise distributed to unit owners;  
26 that every such ballot must include the names of all

1 candidates who have given the board or its authorized agent  
2 timely written notice of their candidacy and must give the  
3 person casting the ballot the opportunity to cast votes for  
4 candidates whose names do not appear on the ballot; that a  
5 ballot received by the association or its designated agent  
6 after the close of voting shall not be counted; that a unit  
7 owner who submits a ballot by mail or other means of  
8 delivery specified in the declaration, bylaws, or rule may  
9 request and cast a ballot in person at the election  
10 meeting, and thereby void any ballot previously submitted  
11 by that unit owner;

12 (B-5) that if a rule adopted at least 120 days before a  
13 board election or the declaration or bylaws provide for  
14 balloting as set forth in this subparagraph, unit owners  
15 may not vote by proxy in board elections, but may vote only  
16 (i) by submitting an association-issued ballot in person at  
17 the election meeting; or (ii) by any acceptable  
18 technological means as defined in Section 2 of this Act;  
19 instructions regarding the use of electronic means for  
20 voting shall be distributed to all unit owners not less  
21 than 10 and not more than 30 days before the election  
22 meeting, and the board shall give unit owners not less than  
23 21 days' prior written notice of the deadline for inclusion  
24 of a candidate's name on the ballots; the deadline shall be  
25 no more than 7 days before the instructions for voting  
26 using electronic or acceptable technological means is

1 distributed to unit owners; every instruction notice must  
2 include the names of all candidates who have given the  
3 board or its authorized agent timely written notice of  
4 their candidacy and must give the person voting through  
5 electronic or acceptable technological means the  
6 opportunity to cast votes for candidates whose names do not  
7 appear on the ballot; a unit owner who submits a vote using  
8 electronic or acceptable technological means may request  
9 and cast a ballot in person at the election meeting,  
10 thereby voiding any vote previously submitted by that unit  
11 owner;

12 (C) that if a written petition by unit owners with at  
13 least 20% of the votes of the association is delivered to  
14 the board within 14 days after the board's approval of a  
15 rule adopted pursuant to subparagraph (B) or subparagraph  
16 (B-5) of this paragraph (9), the board shall call a meeting  
17 of the unit owners within 30 days after the date of  
18 delivery of the petition; that unless a majority of the  
19 total votes of the unit owners are cast at the meeting to  
20 reject the rule, the rule is ratified;

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

25 (10) that the association may, upon adoption of the  
26 appropriate rules by the board of managers, conduct

1 elections by secret ballot whereby the voting ballot is  
2 marked only with the percentage interest for the unit and  
3 the vote itself, provided that the board further adopt  
4 rules to verify the status of the unit owner issuing a  
5 proxy or casting a ballot; and further, that a candidate  
6 for election to the board of managers or such candidate's  
7 representative shall have the right to be present at the  
8 counting of ballots at such election;

9 (11) that in the event of a resale of a condominium  
10 unit the purchaser of a unit from a seller other than the  
11 developer pursuant to an installment contract for purchase  
12 shall during such times as he or she resides in the unit be  
13 counted toward a quorum for purposes of election of members  
14 of the board of managers at any meeting of the unit owners  
15 called for purposes of electing members of the board, shall  
16 have the right to vote for the election of members of the  
17 board of managers and to be elected to and serve on the  
18 board of managers unless the seller expressly retains in  
19 writing any or all of such rights. In no event may the  
20 seller and purchaser both be counted toward a quorum, be  
21 permitted to vote for a particular office or be elected and  
22 serve on the board. Satisfactory evidence of the  
23 installment contract shall be made available to the  
24 association or its agents. For purposes of this subsection,  
25 "installment contract" shall have the same meaning as set  
26 forth in Section 1(e) of the Dwelling Unit Installment

1 Contract Act;

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

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

11 (i) merger or consolidation of the association;

12 (ii) sale, lease, exchange, or other disposition  
13 (excluding the mortgage or pledge) of all, or  
14 substantially all of the property and assets of the  
15 association; and

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

18 (c) Election of a president from among the board of  
19 managers, who shall preside over the meetings of the board  
20 of managers and of the unit owners.

21 (d) Election of a secretary from among the board of  
22 managers, who shall keep the minutes of all meetings of the  
23 board of managers and of the unit owners and who shall, in  
24 general, perform all the duties incident to the office of  
25 secretary.

26 (e) Election of a treasurer from among the board of

1 managers, who shall keep the financial records and books of  
2 account.

3 (f) Maintenance, repair and replacement of the common  
4 elements and payments therefor, including the method of  
5 approving payment vouchers.

6 (g) An association with 30 or more units shall obtain  
7 and maintain fidelity insurance covering persons who  
8 control or disburse funds of the association for the  
9 maximum amount of coverage available to protect funds in  
10 the custody or control of the association plus the  
11 association reserve fund. All management companies which  
12 are responsible for the funds held or administered by the  
13 association shall maintain and furnish to the association a  
14 fidelity bond for the maximum amount of coverage available  
15 to protect funds in the custody of the management company  
16 at any time. The association shall bear the cost of the  
17 fidelity insurance and fidelity bond, unless otherwise  
18 provided by contract between the association and a  
19 management company. The association shall be the direct  
20 obligee of any such fidelity bond. A management company  
21 holding reserve funds of an association shall at all times  
22 maintain a separate account for each association,  
23 provided, however, that for investment purposes, the Board  
24 of Managers of an association may authorize a management  
25 company to maintain the association's reserve funds in a  
26 single interest bearing account with similar funds of other

1        associations. The management company shall at all times  
2        maintain records identifying all moneys of each  
3        association in such investment account. The management  
4        company may hold all operating funds of associations which  
5        it manages in a single operating account but shall at all  
6        times maintain records identifying all moneys of each  
7        association in such operating account. Such operating and  
8        reserve funds held by the management company for the  
9        association shall not be subject to attachment by any  
10       creditor of the management company.

11       For the purpose of this subsection, a management  
12       company shall be defined as a person, partnership,  
13       corporation, or other legal entity entitled to transact  
14       business on behalf of others, acting on behalf of or as an  
15       agent for a unit owner, unit owners or association of unit  
16       owners for the purpose of carrying out the duties,  
17       responsibilities, and other obligations necessary for the  
18       day to day operation and management of any property subject  
19       to this Act. For purposes of this subsection, the term  
20       "fiduciary insurance coverage" shall be defined as both a  
21       fidelity bond and directors and officers liability  
22       coverage, the fidelity bond in the full amount of  
23       association funds and association reserves that will be in  
24       the custody of the association, and the directors and  
25       officers liability coverage at a level as shall be  
26       determined to be reasonable by the board of managers, if

1 not otherwise established by the declaration or by laws.

2 Until one year after September 21, 1985 (the effective  
3 date of Public Act 84-722), if a condominium association  
4 has reserves plus assessments in excess of \$250,000 and  
5 cannot reasonably obtain 100% fidelity bond coverage for  
6 such amount, then it must obtain a fidelity bond coverage  
7 of \$250,000.

8 (h) Method of estimating the amount of the annual  
9 budget, and the manner of assessing and collecting from the  
10 unit owners their respective shares of such estimated  
11 expenses, and of any other expenses lawfully agreed upon.

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

17 (j) Designation and removal of personnel necessary for  
18 the maintenance, repair and replacement of the common  
19 elements.

20 (k) Such restrictions on and requirements respecting  
21 the use and maintenance of the units and the use of the  
22 common elements, not set forth in the declaration, as are  
23 designed to prevent unreasonable interference with the use  
24 of their respective units and of the common elements by the  
25 several unit owners.

26 (l) Method of adopting and of amending administrative



1 rules and regulations governing the operation and use of  
2 the common elements.

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

6 (n) (i) The provisions of this Act, the declaration,  
7 bylaws, other condominium instruments, and rules and  
8 regulations that relate to the use of the individual unit  
9 or the common elements shall be applicable to any person  
10 leasing a unit and shall be deemed to be incorporated in  
11 any lease executed or renewed on or after August 30, 1984  
12 (the effective date of Public Act 83-1271).

13 (ii) With regard to any lease entered into subsequent  
14 to July 1, 1990 (the effective date of Public Act 86-991),  
15 the unit owner leasing the unit shall deliver a copy of the  
16 signed lease to the board or if the lease is oral, a  
17 memorandum of the lease, not later than the date of  
18 occupancy or 10 days after the lease is signed, whichever  
19 occurs first. In addition to any other remedies, by filing  
20 an action jointly against the tenant and the unit owner, an  
21 association may seek to enjoin a tenant from occupying a  
22 unit or seek to evict a tenant under the provisions of  
23 Article IX of the Code of Civil Procedure for failure of  
24 the lessor-owner to comply with the leasing requirements  
25 prescribed by this Section or by the declaration, bylaws,  
26 and rules and regulations. The board of managers may

1 proceed directly against a tenant, at law or in equity, or  
2 under the provisions of Article IX of the Code of Civil  
3 Procedure, for any other breach by tenant of any covenants,  
4 rules, regulations or bylaws.

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

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

1 aggregate of the votes in the association, a unit shall not  
2 include a garage unit or a storage unit.

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

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

17 (Source: P.A. 98-1042, eff. 1-1-15; 99-472, eff. 6-1-16;  
18 99-567, eff. 1-1-17; 99-642, eff. 7-28-16.)