



Rep. André Thapedi

Filed: 5/11/2017

10000SB0949ham001

LRB100 06989 JLS 26281 a

1 AMENDMENT TO SENATE BILL 949

2 AMENDMENT NO. _____. Amend Senate Bill 949 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Condominium Property Act is amended by
5 changing Section 9.2 as follows:

6 (765 ILCS 605/9.2) (from Ch. 30, par. 309.2)

7 Sec. 9.2. Other remedies.

8 (a) In the event of any default by any unit owner, his
9 tenant, invitee or guest in the performance of his obligations
10 under this Act or under the declaration, bylaws, or the rules
11 and regulations of the board of managers, the board of managers
12 or its agents shall have such rights and remedies as provided
13 in the Act or condominium instruments including the right to
14 maintain an action for possession against such defaulting unit
15 owner or his tenant for the benefit of all the other unit
16 owners in the manner prescribed by Article IX of the Code of

1 Civil Procedure.

2 (b) Except for attorney's fees incurred in any litigation
3 or arbitration described in subsection (d) in which a unit
4 owner is deemed by the court or arbitrator to be the
5 substantially prevailing party, any ~~Any~~ attorneys' fees
6 incurred by the Association arising out of a default by any
7 unit owner, his tenant, invitee or guest in the performance of
8 any of the provisions of the condominium instruments, rules and
9 regulations or any applicable statute or ordinance shall be
10 added to, and deemed a part of, his respective share of the
11 common expense; however, attorney's fees under this subsection
12 shall be excluded from the demand given under Section 9-104 or
13 9-104.1 of the Code of Civil Procedure.

14 (c) Other than attorney's fees, no fees pertaining to the
15 collection of a unit owner's financial obligation to the
16 Association, including fees charged by a manager or managing
17 agent, shall be added to and deemed a part of an owner's
18 respective share of the common expenses unless: (i) the
19 managing agent fees relate to the costs to collect common
20 expenses for the Association; (ii) the fees are set forth in a
21 contract between the managing agent and the Association; and
22 (iii) the authority to add the management fees to an owner's
23 respective share of the common expenses is specifically stated
24 in the declaration or bylaws of the Association.

25 (d) In any litigation or arbitration between a unit owner
26 and the Association or its board of managers or any individual

1 member of the Association or its board of managers regarding:
2 (i) the enforcement of obligations of the board or the
3 Association, set forth either in this Act, the condominium
4 instruments, rules and regulations, or any applicable statute
5 or ordinance; (ii) a disputed charge on the unit owner's
6 account; or (iii) a purported default as described in
7 subsection (a), if the unit owner is deemed by the court or
8 arbitrator to be the substantially prevailing party, then the
9 court or the arbitrator shall award to the unit owner from the
10 non-prevailing party reasonable attorney's fees and costs
11 incurred by the unit owner in the litigation or arbitration.

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