



Rep. Jennifer Gong-Gershowitz

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LRB101 06795 LNS 56685 a

1 AMENDMENT TO HOUSE BILL 2721

2 AMENDMENT NO. _____. Amend House Bill 2721 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Common Interest Community Association Act
5 is amended by changing Section 1-35 as follows:

6 (765 ILCS 160/1-35)

7 Sec. 1-35. Member powers, duties, and obligations.

8 (a) The provisions of this Act, the declaration, bylaws,
9 other community instruments, and rules and regulations that
10 relate to the use of an individual unit or the common areas
11 shall be applicable to any person leasing a unit and shall be
12 deemed to be incorporated in any lease executed or renewed on
13 or after the effective date of this Act. Unless otherwise
14 provided in the community instruments, with regard to any lease
15 entered into subsequent to the effective date of this Act, the
16 unit owner leasing the unit shall deliver a copy of the signed

1 lease to the association or if the lease is oral, a memorandum
2 of the lease, not later than the date of occupancy or 10 days
3 after the lease is signed, whichever occurs first.

4 (b) If there are multiple owners of a single unit, only one
5 of the multiple owners shall be eligible to serve as a member
6 of the board at any one time, unless the unit owner owns
7 another unit independently.

8 (c) Two-thirds of the membership may remove a board member
9 as a director at a duly called special meeting.

10 (d) In the event of any resale of a unit in a common
11 interest community association by a member or unit owner other
12 than the developer, the board shall make available for
13 inspection to the prospective purchaser, upon demand, the
14 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 or replacement fund and any other fund specifically
25 designated for association projects, and, for an
26 association with 30 or more units, a copy of the most

1 recent independent professional reserve study, if any,
2 obtained by the association for the property or a statement
3 that the association has not obtained such a study within
4 the last 7 years.

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

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

10 (7) A statement setting forth what insurance coverage
11 is provided for all members or unit owners by the
12 association for common properties.

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

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

21 (Source: P.A. 97-605, eff. 8-26-11; 97-1090, eff. 8-24-12;
22 98-842, eff. 1-1-15.)

23 Section 10. The Condominium Property Act is amended by
24 changing Sections 18.5 and 22.1 as follows:

1 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

2 Sec. 18.5. Master Associations.

3 (a) If the declaration, other condominium instrument, or
4 other duly recorded covenants provide that any of the powers of
5 the unit owners associations are to be exercised by or may be
6 delegated to a nonprofit corporation or unincorporated
7 association that exercises those or other powers on behalf of
8 one or more condominiums, or for the benefit of the unit owners
9 of one or more condominiums, such corporation or association
10 shall be a master association.

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

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

19 (c) Meetings and finances.

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

25 (2) The board of the master association shall annually
26 supply to all unit owners of condominiums subject to the

1 authority of the board of the master association an
2 itemized accounting of the common expenses for the
3 preceding year actually incurred or paid, together with a
4 tabulation of the amounts collected pursuant to the budget
5 or assessment, and showing the net excess or deficit of
6 income over expenditures plus reserves.

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

14 (4) Meetings of the board of the master association
15 shall be open to any unit owner in a condominium subject to
16 the authority of the board of the master association,
17 except for the portion of any meeting held:

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

23 (B) to consider information regarding appointment,
24 employment or dismissal of an employee, or

25 (C) to discuss violations of rules and regulations
26 of the master association or unpaid common expenses

1 owed to the master association.

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

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

21 (5) If the declaration provides for election by unit
22 owners of members of the board of directors in the event of
23 a resale of a unit in the master association, the purchaser
24 of a unit from a seller other than the developer pursuant
25 to an installment sales contract for purchase shall, during
26 such times as he or she resides in the unit, be counted

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

17 (6) The board of the master association shall have the
18 authority to establish and maintain a system of master
19 metering of public utility services and to collect payments
20 in connection therewith, subject to the requirements of the
21 Tenant Utility Payment Disclosure Act.

22 (7) The board of the master association or a common
23 interest community association shall have the power, after
24 notice and an opportunity to be heard, to levy and collect
25 reasonable fines from members for violations of the
26 declaration, bylaws, and rules and regulations of the

1 master association or the common interest community
2 association. Nothing contained in this subdivision (7)
3 shall give rise to a statutory lien for unpaid fines.

4 (8) Other than attorney's fees, no fees pertaining to
5 the collection of a unit owner's financial obligation to
6 the Association, including fees charged by a manager or
7 managing agent, shall be added to and deemed a part of an
8 owner's respective share of the common expenses unless: (i)
9 the managing agent fees relate to the costs to collect
10 common expenses for the Association; (ii) the fees are set
11 forth in a contract between the managing agent and the
12 Association; and (iii) the authority to add the management
13 fees to an owner's respective share of the common expenses
14 is specifically stated in the declaration or bylaws of the
15 Association.

16 (d) Records.

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

23 (i) Copies of the recorded declaration, other
24 condominium instruments, other duly recorded covenants
25 and bylaws and any amendments, articles of
26 incorporation of the master association, annual

1 reports and any rules and regulations adopted by the
2 master association or its board shall be available.
3 Prior to the organization of the master association,
4 the developer shall maintain and make available the
5 records set forth in this subdivision (d)(1) for
6 examination and copying.

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

14 (iii) The minutes of all meetings of the master
15 association and the board of the master association
16 shall be maintained for not less than 7 years.

17 (iv) Ballots and proxies related thereto, if any,
18 for any election held for the board of the master
19 association and for any other matters voted on by the
20 unit owners shall be maintained for not less than one
21 year.

22 (v) Such other records of the master association as
23 are available for inspection by members of a
24 not-for-profit corporation pursuant to Section 107.75
25 of the General Not For Profit Corporation Act of 1986
26 shall be maintained.

1 (vi) With respect to units owned by a land trust,
2 if a trustee designates in writing a person to cast
3 votes on behalf of the unit owner, the designation
4 shall remain in effect until a subsequent document is
5 filed with the association.

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

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

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

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

23 (f) Administration of property prior to election of the
24 initial board of directors.

25 (1) Until the election, by the unit owners or the
26 boards of managers of the underlying condominium

1 associations, of the initial board of directors of a master
2 association whose declaration is recorded on or after
3 August 10, 1990, the same rights, titles, powers,
4 privileges, trusts, duties and obligations that are vested
5 in or imposed upon the board of directors by this Act or in
6 the declaration or other duly recorded covenant shall be
7 held and performed by the developer.

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

24 (3) If the initial board of directors of a master
25 association whose declaration is recorded on or after
26 August 10, 1990 is not elected by the unit owners or the

1 members of the underlying condominium association board of
2 managers at the time established in subdivision (f) (2), the
3 developer shall continue in office for a period of 30 days,
4 whereupon written notice of his resignation shall be sent
5 to all of the unit owners or members of the underlying
6 condominium board of managers entitled to vote at an
7 election for members of the board of directors.

8 (4) Within 60 days following the election of a majority
9 of the board of directors, other than the developer, by
10 unit owners, the developer shall deliver to the board of
11 directors:

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

22 (ii) A detailed accounting by the developer,
23 setting forth the source and nature of receipts and
24 expenditures in connection with the management,
25 maintenance and operation of the property, copies of
26 all insurance policies, and a list of any loans or

1 advances to the association which are outstanding.

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

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

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

24 (vi) If the developer fails to fully comply with
25 this paragraph (4) within the 60 days provided and
26 fails to fully comply within 10 days of written demand

1 mailed by registered or certified mail to his or her
2 last known address, the board may bring an action to
3 compel compliance with this paragraph (4). If the court
4 finds that any of the required deliveries were not made
5 within the required period, the board shall be entitled
6 to recover its reasonable attorneys' fees and costs
7 incurred from and after the date of expiration of the
8 10 day demand.

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

1 underlying condominium board of managers, notifying them
2 of this provision, of what contracts, leases and other
3 agreements are affected, and of the procedure for calling a
4 meeting of the unit owners or for action by the underlying
5 condominium board of managers for the purpose of acting to
6 terminate such contracts, leases or other agreements.
7 During the 90 day period the other party to the contract,
8 lease, or other agreement shall also have the right of
9 cancellation.

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

15 (g) In the event of any resale of a unit in a master
16 association by a unit owner other than the developer, the owner
17 shall obtain from the board of directors and shall make
18 available for inspection to the prospective purchaser, upon
19 demand, the following:

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

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

25 (3) A statement of any capital expenditures
26 anticipated by the association within the current or

1 succeeding 2 fiscal years.

2 (4) A statement of the status and amount of any reserve
3 for replacement fund and any portion of such fund earmarked
4 for any specified project by the board of directors, and,
5 for an association with 30 or more units, a copy of the
6 most recent independent professional reserve study, if
7 any, obtained by the association for the property or a
8 statement that the association has not obtained such a
9 study within the last 7 years.

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

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

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

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

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

26 A reasonable fee covering the direct out-of-pocket cost of

1 copying and providing such information may be charged by the
2 association or its board of directors to the unit seller for
3 providing the information.

4 (g-1) The purchaser of a unit of a common interest
5 community at a judicial foreclosure sale, other than a
6 mortgagee, who takes possession of a unit of a common interest
7 community pursuant to a court order or a purchaser who acquires
8 title from a mortgagee shall have the duty to pay the
9 proportionate share, if any, of the common expenses for the
10 unit that would have become due in the absence of any
11 assessment acceleration during the 6 months immediately
12 preceding institution of an action to enforce the collection of
13 assessments and the court costs incurred by the association in
14 an action to enforce the collection that remain unpaid by the
15 owner during whose possession the assessments accrued. If the
16 outstanding assessments and the court costs incurred by the
17 association in an action to enforce the collection are paid at
18 any time during any action to enforce the collection of
19 assessments, the purchaser shall have no obligation to pay any
20 assessments that accrued before he or she acquired title. The
21 notice of sale of a unit of a common interest community under
22 subsection (c) of Section 15-1507 of the Code of Civil
23 Procedure shall state that the purchaser of the unit other than
24 a mortgagee shall pay the assessments and court costs required
25 by this subsection (g-1).

26 (h) Errors and omissions.

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

12 (2) If, through a scrivener's error, a unit has not
13 been designated as owning an appropriate undivided share of
14 the common areas or does not bear an appropriate share of
15 the common expenses, or if all of the common expenses or
16 all of the common elements in the condominium have not been
17 distributed in the declaration, so that the sum total of
18 the shares of common areas which have been distributed or
19 the sum total of the shares of the common expenses fail to
20 equal 100%, or if it appears that more than 100% of the
21 common elements or common expenses have been distributed,
22 the error may be corrected by operation of law by filing an
23 amendment to the declaration, approved by vote of
24 two-thirds of the members of the board of directors or a
25 majority vote of the unit owners at a meeting called for
26 that purpose, which proportionately adjusts all percentage

1 interests so that the total is equal to 100%, unless the
2 declaration specifically provides for a different
3 procedure or different percentage vote by the owners of the
4 units and the owners of mortgages thereon affected by
5 modification being made in the undivided interest in the
6 common areas, the number of votes in the unit owners
7 association or the liability for common expenses
8 appertaining to the unit.

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

1 of the unit owners of the association are cast at the
2 meeting to reject the action, or board of managers or board
3 of directors of condominium and common interest community
4 associations which select over 50% of the members of the
5 board of the master association adopt resolutions prior to
6 the meeting rejecting the action of the board of directors
7 of the master association, it is ratified whether or not a
8 quorum is present.

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

20 (5) If there is an omission or error in the declaration
21 or other instruments that may not be corrected by an
22 amendment procedure set forth in subdivision (h)(1) or
23 (h)(2) of this Section, then the circuit court in the
24 county in which the master association is located shall
25 have jurisdiction to hear a petition of one or more of the
26 unit owners thereon or of the association, to correct the

1 error or omission, and the action may be a class action.
2 The court may require that one or more methods of
3 correcting the error or omission be submitted to the unit
4 owners to determine the most acceptable correction. All
5 unit owners in the association must be joined as parties to
6 the action. Service of process on owners may be by
7 publication, but the plaintiff shall furnish all unit
8 owners not personally served with process with copies of
9 the petition and final judgment of the court by certified
10 mail, return receipt requested, at their last known
11 address.

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

23 (i) The provisions of subsections (c) through (h) are
24 applicable to all declarations, other condominium instruments,
25 and other duly recorded covenants establishing the powers and
26 duties of the master association recorded under this Act. Any

1 portion of a declaration, other condominium instrument, or
2 other duly recorded covenant establishing the powers and duties
3 of a master association which contains provisions contrary to
4 the provisions of subsection (c) through (h) shall be void as
5 against public policy and ineffective. Any declaration, other
6 condominium instrument, or other duly recorded covenant
7 establishing the powers and duties of the master association
8 which fails to contain the provisions required by subsections
9 (c) through (h) shall be deemed to incorporate such provisions
10 by operation of law.

11 (j) (Blank).

12 (Source: P.A. 100-416, eff. 1-1-18.)

13 (765 ILCS 605/22.1) (from Ch. 30, par. 322.1)

14 Sec. 22.1. (a) In the event of any resale of a condominium
15 unit by a unit owner other than the developer such owner shall
16 obtain from the Board of Managers and shall make available for
17 inspection to the prospective purchaser, upon demand, the
18 following:

19 (1) A copy of the Declaration, by-laws, other
20 condominium instruments and any rules and regulations.

21 (2) A statement of any liens, including a statement of
22 the account of the unit setting forth the amounts of unpaid
23 assessments and other charges due and owing as authorized
24 and limited by the provisions of Section 9 of this Act or
25 the condominium instruments.

1 (3) A statement of any capital expenditures
2 anticipated by the unit owner's association within the
3 current or succeeding two fiscal years.

4 (4) A statement of the status and amount of any reserve
5 for replacement fund and any portion of such fund earmarked
6 for any specified project by the Board of Managers, and,
7 for an association with 30 or more units, a copy of the
8 most recent independent professional reserve study, if
9 any, obtained by the association for the property or a
10 statement that the association has not obtained such a
11 study within the last 7 years.

12 (5) A copy of the statement of financial condition of
13 the unit owner's association for the last fiscal year for
14 which such statement is available.

15 (6) A statement of the status of any pending suits or
16 judgments in which the unit owner's association is a party.

17 (7) A statement setting forth what insurance coverage
18 is provided for all unit owners by the unit owner's
19 association.

20 (8) A statement that any improvements or alterations
21 made to the unit, or the limited common elements assigned
22 thereto, by the prior unit owner are in good faith believed
23 to be in compliance with the condominium instruments.

24 (9) The identity and mailing address of the principal
25 officer of the unit owner's association or of the other
26 officer or agent as is specifically designated to receive

1 notices.

2 (b) The principal officer of the unit owner's association
3 or such other officer as is specifically designated shall
4 furnish the above information when requested to do so in
5 writing and within 30 days of the request.

6 (c) Within 15 days of the recording of a mortgage or trust
7 deed against a unit ownership given by the owner of that unit
8 to secure a debt, the owner shall inform the Board of Managers
9 of the unit owner's association of the identity of the lender
10 together with a mailing address at which the lender can receive
11 notices from the association. If a unit owner fails or refuses
12 to inform the Board as required under subsection (c) then that
13 unit owner shall be liable to the association for all costs,
14 expenses and reasonable attorneys fees and such other damages,
15 if any, incurred by the association as a result of such failure
16 or refusal.

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

21 (Source: P.A. 87-692.)".