



## 101ST GENERAL ASSEMBLY

### State of Illinois

2019 and 2020

HB2721

by Rep. Jennifer Gong-Gershowitz

#### SYNOPSIS AS INTRODUCED:

765 ILCS 160/1-35

765 ILCS 605/18.5

765 ILCS 605/22.1

from Ch. 30, par. 318.5

from Ch. 30, par. 322.1

Amends the Common Interest Community Association Act and the Condominium Property Act. Provides that in the event of any resale of a unit by a member or unit owner other than the developer, the board of directors or managers shall make available for inspection to the prospective purchaser, among other things, a copy of the most recent independent professional reserve study obtained by the association for the property or a statement that the association has not obtained such a study within the last 7 years.

LRB101 06795 LNS 51822 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 Section 5. The Common Interest Community Association Act is  
5 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  
17 lease to the association or if the lease is oral, a memorandum  
18 of the lease, not later than the date of occupancy or 10 days  
19 after the lease is signed, whichever occurs first.

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

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

3 (d) In the event of any resale of a unit in a common  
4 interest community association by a member or unit owner other  
5 than the developer, the board shall make available for  
6 inspection to the prospective purchaser, upon demand, the  
7 following:

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

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

13 (3) A statement of any capital expenditures  
14 anticipated by the association within the current or  
15 succeeding 2 fiscal years.

16 (4) A statement of the status and amount of any reserve  
17 or replacement fund and any other fund specifically  
18 designated for association projects, and a copy of the most  
19 recent independent professional reserve study, if any,  
20 obtained by the association for the property or a statement  
21 that the association has not obtained such a study within  
22 the last 7 years.

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

26 (6) A statement of the status of any pending suits or

1 judgments in which the association is a party.

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

5 The principal officer of the board or such other officer as  
6 is specifically designated shall furnish the above information  
7 within 30 days after receiving a written request for such  
8 information.

9 A reasonable fee covering the direct out-of-pocket cost of  
10 copying and providing such information may be charged by the  
11 association or the board to the unit seller for providing the  
12 information.

13 (Source: P.A. 97-605, eff. 8-26-11; 97-1090, eff. 8-24-12;  
14 98-842, eff. 1-1-15.)

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

17 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

18 Sec. 18.5. Master Associations.

19 (a) If the declaration, other condominium instrument, or  
20 other duly recorded covenants provide that any of the powers of  
21 the unit owners associations are to be exercised by or may be  
22 delegated to a nonprofit corporation or unincorporated  
23 association that exercises those or other powers on behalf of  
24 one or more condominiums, or for the benefit of the unit owners

1 of one or more condominiums, such corporation or association  
2 shall be a master association.

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

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

11 (c) Meetings and finances.

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

17 (2) The board of the master association shall annually  
18 supply to all unit owners of condominiums subject to the  
19 authority of the board of the master association an  
20 itemized accounting of the common expenses for the  
21 preceding year actually incurred or paid, together with a  
22 tabulation of the amounts collected pursuant to the budget  
23 or assessment, and showing the net excess or deficit of  
24 income over expenditures plus reserves.

25 (3) Each unit owner of a condominium subject to the  
26 authority of the board of the master association shall

1 receive written notice mailed or delivered no less than 10  
2 and no more than 30 days prior to any meeting of the board  
3 of the master association concerning the adoption of the  
4 proposed annual budget or any increase in the budget, or  
5 establishment of an assessment.

6 (4) Meetings of the board of the master association  
7 shall be open to any unit owner in a condominium subject to  
8 the authority of the board of the master association,  
9 except for the portion of any meeting held:

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

15 (B) to consider information regarding appointment,  
16 employment or dismissal of an employee, or

17 (C) to discuss violations of rules and regulations  
18 of the master association or unpaid common expenses  
19 owed to the master association.

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

23 Any unit owner may record the proceedings at meetings  
24 required to be open by this Act by tape, film or other  
25 means; the board may prescribe reasonable rules and  
26 regulations to govern the right to make such recordings.

1 Notice of meetings shall be mailed or delivered at least 48  
2 hours prior thereto, unless a written waiver of such notice  
3 is signed by the persons entitled to notice before the  
4 meeting is convened. Copies of notices of meetings of the  
5 board of the master association shall be posted in  
6 entranceways, elevators, or other conspicuous places in  
7 the condominium at least 48 hours prior to the meeting of  
8 the board of the master association. Where there is no  
9 common entranceway for 7 or more units, the board of the  
10 master association may designate one or more locations in  
11 the proximity of these units where the notices of meetings  
12 shall be posted.

13 (5) If the declaration provides for election by unit  
14 owners of members of the board of directors in the event of  
15 a resale of a unit in the master association, the purchaser  
16 of a unit from a seller other than the developer pursuant  
17 to an installment sales contract for purchase shall, during  
18 such times as he or she resides in the unit, be counted  
19 toward a quorum for purposes of election of members of the  
20 board of directors at any meeting of the unit owners called  
21 for purposes of electing members of the board, and shall  
22 have the right to vote for the election of members of the  
23 board of directors and to be elected to and serve on the  
24 board of directors unless the seller expressly retains in  
25 writing any or all of those rights. In no event may the  
26 seller and purchaser both be counted toward a quorum, be

1 permitted to vote for a particular office, or be elected  
2 and serve on the board. Satisfactory evidence of the  
3 installment sales contract shall be made available to the  
4 association or its agents. For purposes of this subsection,  
5 "installment sales contract" shall have the same meaning as  
6 set forth in Section 5 of the Installment Sales Contract  
7 Act and subsection (e) of Section 1 of the Dwelling Unit  
8 Installment Contract Act.

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

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

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



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

8 (d) Records.

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

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

25 (ii) Detailed and accurate records in  
26 chronological order of the receipts and expenditures

1 affecting the common areas, specifying and itemizing  
2 the maintenance and repair expenses of the common areas  
3 and any other expenses incurred, and copies of all  
4 contracts, leases, or other agreements entered into by  
5 the master association, shall be maintained.

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

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

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

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

24 (2) Where a request for records under this subsection  
25 is made in writing to the board of managers or its agent,  
26 failure to provide the requested record or to respond

1           within 30 days shall be deemed a denial by the board of  
2           directors.

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

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

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

15          (f) Administration of property prior to election of the  
16          initial board of directors.

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

26          (2) The election of the initial board of directors of a

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

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

26 (4) Within 60 days following the election of a majority

1 of the board of directors, other than the developer, by  
2 unit owners, the developer shall deliver to the board of  
3 directors:

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

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

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

23 (iv) A schedule of all real or personal property,  
24 equipment and fixtures belonging to the association,  
25 including documents transferring the property,  
26 warranties, if any, for all real and personal property

1 and equipment, deeds, title insurance policies, and  
2 all tax bills.

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

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

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

1 cancellation.

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

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

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

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

17 (3) A statement of any capital expenditures  
18 anticipated by the association within the current or  
19 succeeding 2 fiscal years.

20 (4) A statement of the status and amount of any reserve  
21 for replacement fund and any portion of such fund earmarked  
22 for any specified project by the board of directors, and a  
23 copy of the most recent independent professional reserve  
24 study, if any, obtained by the association for the property  
25 or a statement that the association has not obtained such a  
26 study within the last 7 years.



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

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

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

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

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

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 its board of directors to the unit seller for  
20          providing the information.

21          (g-1) The purchaser of a unit of a common interest  
22          community at a judicial foreclosure sale, other than a  
23          mortgagee, who takes possession of a unit of a common interest  
24          community pursuant to a court order or a purchaser who acquires  
25          title from a mortgagee shall have the duty to pay the  
26          proportionate share, if any, of the common expenses for the

1 unit that would have become due in the absence of any  
2 assessment acceleration during the 6 months immediately  
3 preceding institution of an action to enforce the collection of  
4 assessments and the court costs incurred by the association in  
5 an action to enforce the collection that remain unpaid by the  
6 owner during whose possession the assessments accrued. If the  
7 outstanding assessments and the court costs incurred by the  
8 association in an action to enforce the collection are paid at  
9 any time during any action to enforce the collection of  
10 assessments, the purchaser shall have no obligation to pay any  
11 assessments that accrued before he or she acquired title. The  
12 notice of sale of a unit of a common interest community under  
13 subsection (c) of Section 15-1507 of the Code of Civil  
14 Procedure shall state that the purchaser of the unit other than  
15 a mortgagee shall pay the assessments and court costs required  
16 by this subsection (g-1).

17 (h) Errors and omissions.

18 (1) If there is an omission or error in the declaration  
19 or other instrument of the master association, the master  
20 association may correct the error or omission by an  
21 amendment to the declaration or other instrument, as may be  
22 required to conform it to this Act, to any other applicable  
23 statute, or to the declaration. The amendment shall be  
24 adopted by vote of two-thirds of the members of the board  
25 of directors or by a majority vote of the unit owners at a  
26 meeting called for that purpose, unless the Act or the

1 declaration of the master association specifically  
2 provides for greater percentages or different procedures.

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

26 (3) If an omission or error or a scrivener's error in

1 the declaration or other instrument is corrected by vote of  
2 two-thirds of the members of the board of directors  
3 pursuant to the authority established in subdivisions  
4 (h)(1) or (h)(2) of this Section, the board, upon written  
5 petition by unit owners with 20% of the votes of the  
6 association or resolutions adopted by the board of managers  
7 or board of directors of the condominium and common  
8 interest community associations which select 20% of the  
9 members of the board of directors of the master  
10 association, whichever is applicable, received within 30  
11 days of the board action, shall call a meeting of the unit  
12 owners or the boards of the condominium and common interest  
13 community associations which select members of the board of  
14 directors of the master association within 30 days of the  
15 filing of the petition or receipt of the condominium and  
16 common interest community association resolution to  
17 consider the board action. Unless a majority of the votes  
18 of the unit owners of the association are cast at the  
19 meeting to reject the action, or board of managers or board  
20 of directors of condominium and common interest community  
21 associations which select over 50% of the members of the  
22 board of the master association adopt resolutions prior to  
23 the meeting rejecting the action of the board of directors  
24 of the master association, it is ratified whether or not a  
25 quorum is present.

26 (4) The procedures for amendments set forth in this

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

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

1 mail, return receipt requested, at their last known  
2 address.

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

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

1 by operation of law.

2 (j) (Blank).

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

4 (765 ILCS 605/22.1) (from Ch. 30, par. 322.1)

5 Sec. 22.1. (a) In the event of any resale of a condominium  
6 unit by a unit owner other than the developer such owner shall  
7 obtain from the Board of Managers and shall make available for  
8 inspection to the prospective purchaser, upon demand, the  
9 following:

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

12 (2) A statement of any liens, including a statement of  
13 the account of the unit setting forth the amounts of unpaid  
14 assessments and other charges due and owing as authorized  
15 and limited by the provisions of Section 9 of this Act or  
16 the condominium instruments.

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

20 (4) A statement of the status and amount of any reserve  
21 for replacement fund and any portion of such fund earmarked  
22 for any specified project by the Board of Managers, and a  
23 copy of the most recent independent professional reserve  
24 study, if any, obtained by the association for the property  
25 or a statement that the association has not obtained such a

1       study within the last 7 years.

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

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

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

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

14          (9) The identity and mailing address of the principal  
15       officer of the unit owner's association or of the other  
16       officer or agent as is specifically designated to receive  
17       notices.

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

22          (c) Within 15 days of the recording of a mortgage or trust  
23       deed against a unit ownership given by the owner of that unit  
24       to secure a debt, the owner shall inform the Board of Managers  
25       of the unit owner's association of the identity of the lender  
26       together with a mailing address at which the lender can receive



1 notices from the association. If a unit owner fails or refuses  
2 to inform the Board as required under subsection (c) then that  
3 unit owner shall be liable to the association for all costs,  
4 expenses and reasonable attorneys fees and such other damages,  
5 if any, incurred by the association as a result of such failure  
6 or refusal.

7 A reasonable fee covering the direct out-of-pocket cost of  
8 providing such information and copying may be charged by the  
9 association or its Board of Managers to the unit seller for  
10 providing such information.

11 (Source: P.A. 87-692.)