

**104TH GENERAL ASSEMBLY****State of Illinois****2025 and 2026****HB1144**

Introduced 1/9/2025, by Rep. Suzanne M. Ness

**SYNOPSIS AS INTRODUCED:**

765 ILCS 160/1-45	
765 ILCS 605/18	from Ch. 30, par. 318
765 ILCS 605/18.5	from Ch. 30, par. 318.5
765 ILCS 735/Act title	
765 ILCS 735/0.01	from Ch. 80, par. 61
765 ILCS 735/1.5 new	
765 ILCS 740/Act rep.	

Amends the Common Interest Community Association Act and the Condominium Property Act. Provides that associations may establish and maintain a system of master metering of public utility services to collect related payments subject to the Residential Property Utility Service Act. Repeals the Tenant Utility Payment Disclosure Act and adds the provisions of the repealed Act to the Residential Property Utility Service Act. Amends the Rental Property Utility Service Act. Provides that a municipality may request a copy in writing of the formula used by the landlord, condominium, or common interest community association for allocating public utility payments among the unit owners. The landlord or condominium or common interest community association shall respond within 30 calendar days of receiving the municipality's request. Prohibits treble damages from being awarded to tenants under the Residential Property Utility Service Act for violations of the amendatory Act.

LRB104 04206 JRC 14231 b

1           AN ACT concerning residential utility services.

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  
5           is amended by changing Section 1-45 as follows:

6           (765 ILCS 160/1-45)

7           Sec. 1-45. Finances.

8           (a) Each member shall receive through a prescribed  
9           delivery method, at least 30 days but not more than 60 days  
10           prior to the adoption thereof by the board, a copy of the  
11           proposed annual budget together with an indication of which  
12           portions are intended for reserves, capital expenditures or  
13           repairs or payment of real estate taxes.

14           (b) The board shall provide all members with a reasonably  
15           detailed summary of the receipts, common expenses, and  
16           reserves for the preceding budget year. The board shall (i)  
17           make available for review to all members an itemized  
18           accounting of the common expenses for the preceding year  
19           actually incurred or paid, together with an indication of  
20           which portions were for reserves, capital expenditures or  
21           repairs or payment of real estate taxes and with a tabulation  
22           of the amounts collected pursuant to the budget or assessment,  
23           and showing the net excess or deficit of income over

1 expenditures plus reserves or (ii) provide a consolidated  
2 annual independent audit report of the financial status of all  
3 fund accounts within the association.

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

17 (d) If total common expenses exceed the total amount of  
18 the approved and adopted budget, the common interest community  
19 association shall disclose this variance to all its members  
20 and specifically identify the subsequent assessments needed to  
21 offset this variance in future budgets.

22 (e) Separate assessments for expenditures relating to  
23 emergencies or mandated by law may be adopted by the board  
24 without being subject to member approval or the provisions of  
25 subsection (c) or (f) of this Section. As used herein,  
26 "emergency" means a danger to or a compromise of the

1 structural integrity of the common areas or any of the common  
2 facilities of the common interest community. "Emergency" also  
3 includes a danger to the life, health or safety of the  
4 membership.

5 (f) Assessments for additions and alterations to the  
6 common areas or to association-owned property not included in  
7 the adopted annual budget, shall be separately assessed and  
8 are subject to approval of a simple majority of the total  
9 members at a meeting called for that purpose.

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

16 (h) The board of a common interest community association  
17 shall have the authority to establish and maintain a system of  
18 master metering of public utility services to collect payments  
19 in conjunction therewith, subject to the requirements of  
20 Section 1.5 of the Residential Property Utility Service ~~the~~  
21 ~~Tenant Utility Payment Disclosure~~ Act.

22 (i) An association subject to this Act that consists of  
23 100 or more units shall use generally accepted accounting  
24 principles in fulfilling any accounting obligations under this  
25 Act.

26 (Source: P.A. 100-292, eff. 1-1-18.)

1       Section 10. The Condominium Property Act is amended by  
2 changing Sections 18 and 18.5 as follows:

3                   (765 ILCS 605/18) (from Ch. 30, par. 318)

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

6                   (a) (1) The election from among the unit owners of a  
7                   board of managers, the number of persons constituting such  
8                   board, and that the terms of at least one-third of the  
9                   members of the board shall expire annually and that all  
10                  members of the board shall be elected at large; if there  
11                  are multiple owners of a single unit, only one of the  
12                  multiple owners shall be eligible to serve as a member of  
13                  the board at any one time. A declaration first submitting  
14                  property to the provisions of this Act, in accordance with  
15                  Section 3 after the effective date of this amendatory Act  
16                  of the 102nd General Assembly, or an amendment to the  
17                  condominium instruments adopted in accordance with Section  
18                  27 after the effective date of this amendatory Act of the  
19                  102nd General Assembly, may provide that a majority of the  
20                  board of managers, or such lesser number as may be  
21                  specified in the declaration, must be comprised of unit  
22                  owners occupying their unit as their primary residence;  
23                  provided that the condominium instruments may not require  
24                  that more than a majority of the board shall be comprised

1       of unit owners who occupy their unit as their principal  
2       residence;

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

4               (3) the compensation, if any, of the members of the  
5       board;

6               (4) the method of removal from office of members of  
7       the board;

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

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

16               (7) that the board of managers shall annually supply  
17       to all unit owners an itemized accounting of the common  
18       expenses for the preceding year actually incurred or paid,  
19       together with an indication of which portions were for  
20       reserves, capital expenditures or repairs or payment of  
21       real estate taxes and with a tabulation of the amounts  
22       collected pursuant to the budget or assessment, and  
23       showing the net excess or deficit of income over  
24       expenditures plus reserves;

25               (8)(i) that each unit owner shall receive notice, in  
26       the same manner as is provided in this Act for membership

1       meetings, of any meeting of the board of managers  
2       concerning the adoption of the proposed annual budget and  
3       regular assessments pursuant thereto or to adopt a  
4       separate (special) assessment, (ii) that except as  
5       provided in subsection (iv) below, if an adopted budget or  
6       any separate assessment adopted by the board would result  
7       in the sum of all regular and separate assessments payable  
8       in the current fiscal year exceeding 115% of the sum of all  
9       regular and separate assessments payable during the  
10      preceding fiscal year, the board of managers, upon written  
11      petition by unit owners with 20 percent of the votes of the  
12      association delivered to the board within 21 days of the  
13      board action, shall call a meeting of the unit owners  
14      within 30 days of the date of delivery of the petition to  
15      consider the budget or separate assessment; unless a  
16      majority of the total votes of the unit owners are cast at  
17      the meeting to reject the budget or separate assessment,  
18      it is ratified, (iii) that any common expense not set  
19      forth in the budget or any increase in assessments over  
20      the amount adopted in the budget shall be separately  
21      assessed against all unit owners, (iv) that separate  
22      assessments for expenditures relating to emergencies or  
23      mandated by law may be adopted by the board of managers  
24      without being subject to unit owner approval or the  
25      provisions of item (ii) above or item (v) below. As used  
26      herein, "emergency" means an immediate danger to the

1       structural integrity of the common elements or to the  
2       life, health, safety or property of the unit owners, (v)  
3       that assessments for additions and alterations to the  
4       common elements or to association-owned property not  
5       included in the adopted annual budget, shall be separately  
6       assessed and are subject to approval of two-thirds of the  
7       total votes of all unit owners, (vi) that the board of  
8       managers may adopt separate assessments payable over more  
9       than one fiscal year. With respect to multi-year  
10      assessments not governed by items (iv) and (v), the entire  
11      amount of the multi-year assessment shall be deemed  
12      considered and authorized in the first fiscal year in  
13      which the assessment is approved;

14           (9) (A) that every meeting of the board of managers  
15      shall be open to any unit owner, except that the board may  
16      close any portion of a noticed meeting or meet separately  
17      from a noticed meeting to: (i) discuss litigation when an  
18      action against or on behalf of the particular association  
19      has been filed and is pending in a court or administrative  
20      tribunal, or when the board of managers finds that such an  
21      action is probable or imminent, (ii) discuss the  
22      appointment, employment, engagement, or dismissal of an  
23      employee, independent contractor, agent, or other provider  
24      of goods and services, (iii) interview a potential  
25      employee, independent contractor, agent, or other provider  
26      of goods and services, (iv) discuss violations of rules

1 and regulations of the association, (v) discuss a unit  
2 owner's unpaid share of common expenses, or (vi) consult  
3 with the association's legal counsel; that any vote on  
4 these matters shall take place at a meeting of the board of  
5 managers or portion thereof open to any unit owner;

6 (B) that board members may participate in and act at  
7 any meeting of the board of managers in person, by  
8 telephonic means, or by use of any acceptable  
9 technological means whereby all persons participating in  
10 the meeting can communicate with each other; that  
11 participation constitutes attendance and presence in  
12 person at the meeting;

13 (C) that any unit owner may record the proceedings at  
14 meetings of the board of managers or portions thereof  
15 required to be open by this Act by tape, film or other  
16 means, and that the board may prescribe reasonable rules  
17 and regulations to govern the right to make such  
18 recordings;

19 (D) that notice of every meeting of the board of  
20 managers shall be given to every board member at least 48  
21 hours prior thereto, unless the board member waives notice  
22 of the meeting pursuant to subsection (a) of Section 18.8;  
23 and

24 (E) that notice of every meeting of the board of  
25 managers shall be posted in entranceways, elevators, or  
26 other conspicuous places in the condominium at least 48

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

16               (10) that the board shall meet at least 4 times  
17      annually;

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

21               (12) the designation of an officer to mail and receive  
22      all notices and execute amendments to condominium  
23      instruments as provided for in this Act and in the  
24      condominium instruments;

25               (13) the method of filling vacancies on the board  
26      which shall include authority for the remaining members of

1       the board to fill the vacancy by two-thirds vote until the  
2       next annual meeting of unit owners or for a period  
3       terminating no later than 30 days following the filing of  
4       a petition signed by unit owners holding 20% of the votes  
5       of the association requesting a meeting of the unit owners  
6       to fill the vacancy for the balance of the term, and that a  
7       meeting of the unit owners shall be called for purposes of  
8       filling a vacancy on the board no later than 30 days  
9       following the filing of a petition signed by unit owners  
10      holding 20% of the votes of the association requesting  
11      such a meeting, and the method of filling vacancies among  
12      the officers that shall include the authority for the  
13      members of the board to fill the vacancy for the unexpired  
14      portion of the term;

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

17               (15) provisions concerning notice of board meetings to  
18       members of the board;

19               (16) the board of managers may not enter into a  
20       contract with a current board member or with a corporation  
21       or partnership in which a board member or a member of the  
22       board member's immediate family has 25% or more interest,  
23       unless notice of intent to enter the contract is given to  
24       unit owners within 20 days after a decision is made to  
25       enter into the contract and the unit owners are afforded  
26       an opportunity by filing a petition, signed by 20% of the

1       unit owners, for an election to approve or disapprove the  
2       contract; such petition shall be filed within 30 days  
3       after such notice and such election shall be held within  
4       30 days after filing the petition; for purposes of this  
5       subsection, a board member's immediate family means the  
6       board member's spouse, parents, and children;

7               (17) that the board of managers may disseminate to  
8       unit owners biographical and background information about  
9       candidates for election to the board if (i) reasonable  
10       efforts to identify all candidates are made and all  
11       candidates are given an opportunity to include  
12       biographical and background information in the information  
13       to be disseminated; and (ii) the board does not express a  
14       preference in favor of any candidate;

15               (18) any proxy distributed for board elections by the  
16       board of managers gives unit owners the opportunity to  
17       designate any person as the proxy holder, and gives the  
18       unit owner the opportunity to express a preference for any  
19       of the known candidates for the board or to write in a  
20       name;

21               (19) that special meetings of the board of managers  
22       can be called by the president or 25% of the members of the  
23       board;

24               (20) that the board of managers may establish and  
25       maintain a system of master metering of public utility  
26       services and collect payments in connection therewith,

1       subject to the requirements of Section 1.5 of the  
2 Residential Property Utility Service ~~the Tenant Utility~~  
3 ~~Payment Disclosure Act~~; and

4                   (21) that the board may ratify and confirm actions of  
5 the members of the board taken in response to an  
6 emergency, as that term is defined in subdivision  
7 (a) (8) (iv) of this Section; that the board shall give  
8 notice to the unit owners of: (i) the occurrence of the  
9 emergency event within 7 business days after the emergency  
10 event, and (ii) the general description of the actions  
11 taken to address the event within 7 days after the  
12 emergency event.

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

16               (b) (1) What percentage of the unit owners, if other  
17 than 20%, shall constitute a quorum provided that, for  
18 condominiums with 20 or more units, the percentage of unit  
19 owners constituting a quorum shall be 20% unless the unit  
20 owners holding a majority of the percentage interest in  
21 the association provide for a higher percentage, provided  
22 that in voting on amendments to the association's bylaws,  
23 a unit owner who is in arrears on the unit owner's regular  
24 or separate assessments for 60 days or more, shall not be  
25 counted for purposes of determining if a quorum is  
26 present, but that unit owner retains the right to vote on

1 amendments to the association's bylaws;

2 (2) that the association shall have one class of  
3 membership;

4 (3) that the members shall hold an annual meeting, one  
5 of the purposes of which shall be to elect members of the  
6 board of managers;

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

8 (5) that special meetings of the members can be called  
9 by the president, board of managers, or by 20% of unit  
10 owners;

11 (6) that written notice of any membership meeting  
12 shall be mailed or delivered giving members no less than  
13 10 and no more than 30 days notice of the time, place and  
14 purpose of such meeting except that notice may be sent, to  
15 the extent the condominium instruments or rules adopted  
16 thereunder expressly so provide, by electronic  
17 transmission consented to by the unit owner to whom the  
18 notice is given, provided the director and officer or his  
19 agent certifies in writing to the delivery by electronic  
20 transmission;

21 (7) that voting shall be on a percentage basis, and  
22 that the percentage vote to which each unit is entitled is  
23 the percentage interest of the undivided ownership of the  
24 common elements appurtenant thereto, provided that the  
25 bylaws may provide for approval by unit owners in  
26 connection with matters where the requisite approval on a

1       percentage basis is not specified in this Act, on the  
2       basis of one vote per unit;

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

15               (9) (A) except as provided in subparagraph (B) of this  
16      paragraph (9) in connection with board elections, that a  
17      unit owner may vote by proxy executed in writing by the  
18      unit owner or by his duly authorized attorney in fact;  
19      that the proxy must bear the date of execution and, unless  
20      the condominium instruments or the written proxy itself  
21      provide otherwise, is invalid after 11 months from the  
22      date of its execution; to the extent the condominium  
23      instruments or rules adopted thereunder expressly so  
24      provide, a vote or proxy may be submitted by electronic  
25      transmission, provided that any such electronic  
26      transmission shall either set forth or be submitted with

1 information from which it can be determined that the  
2 electronic transmission was authorized by the unit owner  
3 or the unit owner's proxy;

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

1 voting shall not be counted; that a unit owner who submits  
2 a ballot by mail or other means of delivery specified in  
3 the declaration, bylaws, or rule may request and cast a  
4 ballot in person at the election meeting, and thereby void  
5 any ballot previously submitted by that unit owner;

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

1 candidates whose names do not appear on the ballot; a unit  
2 owner who submits a vote using electronic or acceptable  
3 technological means may request and cast a ballot in  
4 person at the election meeting, thereby voiding any vote  
5 previously submitted by that unit owner;

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

15 (D) that votes cast by ballot under subparagraph (B)  
16 or electronic or acceptable technological means under  
17 subparagraph (B-5) of this paragraph (9) are valid for the  
18 purpose of establishing a quorum;

19 (10) that the association may, upon adoption of the  
20 appropriate rules by the board of managers, conduct  
21 elections by secret ballot whereby the voting ballot is  
22 marked only with the percentage interest for the unit and  
23 the vote itself, provided that the board further adopt  
24 rules to verify the status of the unit owner issuing a  
25 proxy or casting a ballot; and further, that a candidate  
26 for election to the board of managers or such candidate's

1       representative shall have the right to be present at the  
2       counting of ballots at such election;

3               (11) that in the event of a resale of a condominium  
4       unit the purchaser of a unit from a seller other than the  
5       developer pursuant to an installment sales contract for  
6       purchase shall during such times as he or she resides in  
7       the unit be counted toward a quorum for purposes of  
8       election of members of the board of managers at any  
9       meeting of the unit owners called for purposes of electing  
10      members of the board, shall have the right to vote for the  
11      election of members of the board of managers and to be  
12      elected to and serve on the board of managers unless the  
13      seller expressly retains in writing any or all of such  
14      rights. In no event may the seller and purchaser both be  
15      counted toward a quorum, be permitted to vote for a  
16      particular office or be elected and serve on the board.  
17      Satisfactory evidence of the installment sales contract  
18      shall be made available to the association or its agents.  
19      For purposes of this subsection, "installment sales  
20      contract" shall have the same meaning as set forth in  
21      Section 5 of the Installment Sales Contract Act and  
22      Section 1(e) of the Dwelling Unit Installment Contract  
23      Act;

24               (12) the method by which matters subject to the  
25       approval of unit owners set forth in this Act, or in the  
26       condominium instruments, will be submitted to the unit

1       owners at special membership meetings called for such  
2       purposes; and

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

7                       (i) merger or consolidation of the association;

8                       (ii) sale, lease, exchange, or other disposition  
9       (excluding the mortgage or pledge) of all, or  
10      substantially all of the property and assets of the  
11      association; and

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

14               (c) Election of a president from among the board of  
15      managers, who shall preside over the meetings of the board  
16      of managers and of the unit owners.

17               (d) Election of a secretary from among the board of  
18      managers, who shall keep the minutes of all meetings of  
19      the board of managers and of the unit owners and who shall,  
20      in general, perform all the duties incident to the office  
21      of secretary.

22               (e) Election of a treasurer from among the board of  
23      managers, who shall keep the financial records and books  
24      of account.

25               (f) Maintenance, repair and replacement of the common  
26      elements and payments therefor, including the method of

1                   approving payment vouchers.

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

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

8           For the purpose of this subsection, a management  
9       company shall be defined as a person, partnership,  
10      corporation, or other legal entity entitled to transact  
11      business on behalf of others, acting on behalf of or as an  
12      agent for a unit owner, unit owners or association of unit  
13      owners for the purpose of carrying out the duties,  
14      responsibilities, and other obligations necessary for the  
15      day to day operation and management of any property  
16      subject to this Act. For purposes of this subsection, the  
17      term "fiduciary insurance coverage" shall be defined as  
18      both a fidelity bond and directors and officers liability  
19      coverage, the fidelity bond in the full amount of  
20      association funds and association reserves that will be in  
21      the custody of the association, and the directors and  
22      officers liability coverage at a level as shall be  
23      determined to be reasonable by the board of managers, if  
24      not otherwise established by the declaration or by laws.

25           Until one year after September 21, 1985 (the effective  
26      date of Public Act 84-722), if a condominium association

1 has reserves plus assessments in excess of \$250,000 and  
2 cannot reasonably obtain 100% fidelity bond coverage for  
3 such amount, then it must obtain a fidelity bond coverage  
4 of \$250,000.

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

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

14 (j) Designation and removal of personnel necessary for  
15 the maintenance, repair and replacement of the common  
16 elements.

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

23 (l) Method of adopting and of amending administrative  
24 rules and regulations governing the operation and use of  
25 the common elements.

26 (m) The percentage of votes required to modify or

1       amend the bylaws, but each one of the particulars set  
2       forth in this section shall always be embodied in the  
3       bylaws.

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

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

1       Procedure, for any other breach by tenant of any  
2       covenants, rules, regulations or bylaws.

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

5               (p) That when 30% or fewer of the units, by number,  
6       possess over 50% in the aggregate of the votes in the  
7       association, any percentage vote of members specified  
8       herein or in the condominium instruments shall require the  
9       specified percentage by number of units rather than by  
10      percentage of interest in the common elements allocated to  
11      units that would otherwise be applicable and garage units  
12      or storage units, or both, shall have, in total, no more  
13      votes than their aggregate percentage of ownership in the  
14      common elements; this shall mean that if garage units or  
15      storage units, or both, are to be given a vote, or portion  
16      of a vote, that the association must add the total number  
17      of votes cast of garage units, storage units, or both, and  
18      divide the total by the number of garage units, storage  
19      units, or both, and multiply by the aggregate percentage  
20      of ownership of garage units and storage units to  
21      determine the vote, or portion of a vote, that garage  
22      units or storage units, or both, have. For purposes of  
23      this subsection (p), when making a determination of  
24      whether 30% or fewer of the units, by number, possess over  
25      50% in the aggregate of the votes in the association, a  
26      unit shall not include a garage unit or a storage unit.

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

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

(Source: P.A. 102-162, eff. 1-1-22.)

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

### Sec. 18.5. Master Associations.

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

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

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

(c) Meetings and finances.

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

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

(3) Each unit owner of a condominium subject to the authority of the board of the master association shall receive written notice mailed or delivered no less than 10 and no more than 30 days prior to any meeting of the board

1       of the master association concerning the adoption of the  
2       proposed annual budget or any increase in the budget, or  
3       establishment of an assessment.

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

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

13                       (B) to consider information regarding appointment,  
14       employment or dismissal of an employee, or

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

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

21       Any unit owner may record the proceedings at meetings  
22       required to be open by this Act by tape, film or other  
23       means; the board may prescribe reasonable rules and  
24       regulations to govern the right to make such recordings.  
25       Notice of meetings shall be mailed or delivered at least  
26       48 hours prior thereto, unless a written waiver of such

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

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

1       evidence of the installment sales contract shall be made  
2       available to the association or its agents. For purposes  
3       of this subsection, "installment sales contract" shall  
4       have the same meaning as set forth in Section 5 of the  
5       Installment Sales Contract Act and subsection (e) of  
6       Section 1 of the Dwelling Unit Installment Contract Act.

7               (6) The board of the master association shall have the  
8       authority to establish and maintain a system of master  
9       metering of public utility services and to collect  
10       payments in connection therewith, subject to the  
11       requirements of Section 1.5 of the Residential Property  
12       Utility Service ~~the Tenant Utility Payment Disclosure~~ Act.

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

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

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

7 (d) Records.

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

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

24 (ii) Detailed and accurate records in  
25 chronological order of the receipts and expenditures  
26 affecting the common areas, specifying and itemizing

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

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

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

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

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

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

1                   directors.

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

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

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

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

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

25                   (2) The election of the initial board of directors of  
26                   a master association whose declaration is recorded on or

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

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

25           (4) Within 60 days following the election of a  
26       majority of the board of directors, other than the

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

3 (i) All original documents as recorded or filed  
4 pertaining to the property, its administration, and  
5 the association, such as the declaration, articles of  
6 incorporation, other instruments, annual reports,  
7 minutes, rules and regulations, and contracts, leases,  
8 or other agreements entered into by the association.

9 If any original documents are unavailable, a copy may  
10 be provided if certified by affidavit of the  
11 developer, or an officer or agent of the developer, as  
12 being a complete copy of the actual document recorded  
13 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  
22 court finds that any of the required deliveries were  
23 not made within the required period, the board shall  
24 be entitled to recover its reasonable attorneys' fees  
25 and costs incurred from and after the date of  
26 expiration of the 10 day demand.

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

1 agreement shall also have the right of 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  
9 owner 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  
16 unpaid 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  
21 reserve for replacement fund and any portion of such fund  
22 earmarked for any specified project by the board of  
23 directors.

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

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

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

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

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

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

(g-1) The purchaser of a unit of a common interest community at a judicial foreclosure sale, other than a mortgagee, who takes possession of a unit of a common interest community pursuant to a court order or a purchaser who acquires title from a mortgagee shall have the duty to pay the proportionate share, if any, of the common expenses for the unit that would have become due in the absence of any assessment acceleration during the 6 months immediately preceding institution of an action to enforce the collection

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

14 (h) Errors and omissions.

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

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

(3) If an omission or error or a scrivener's error in the declaration or other instrument is corrected by vote of two-thirds of the members of the board of directors

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

24               (4) The procedures for amendments set forth in this  
25      subsection (h) cannot be used if such an amendment would  
26      materially or adversely affect property rights of the unit

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

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

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

(i) The provisions of subsections (c) through (h) are applicable to all declarations, other condominium instruments, and other duly recorded covenants establishing the powers and duties of the master association recorded under this Act. Any portion of a declaration, other condominium instrument, or other duly recorded covenant establishing the powers and duties of a master association which contains provisions contrary to the provisions of subsection (c) through (h) shall be void as against public policy and ineffective. Any declaration, other condominium instrument, or other duly recorded covenant establishing the powers and duties of the master association which fails to contain the provisions required by subsections (c) through (h) shall be deemed to incorporate such provisions by operation of law.

( ) (Blank) .

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

2       Section 15. The Rental Property Utility Service Act is  
3 amended by changing the title of the Act and Section 0.01 and  
4 by adding Section 1.5 as follows:

5                   (765 ILCS 735/Act title)

6       An Act concerning residential ~~providing remedies for~~  
7 ~~lessees in relation to the failure of lessors to pay for~~  
8 utility services.

9                   (765 ILCS 735/0.01) (from Ch. 80, par. 61)

10       Sec. 0.01. Short title. This Act may be cited as the  
11 Residential Rental Property Utility Service Act.

12 (Source: P.A. 86-1324.)

13                   (765 ILCS 735/1.5 new)

14       Sec. 1.5. Payment for master metered public utility  
15 services.

16       (a) No landlord may demand payment for master metered  
17 public utility services pursuant to a lease provision  
18 providing for tenant payment of a proportionate share of  
19 public utility service without the landlord first providing  
20 the tenant with a copy in writing either as part of the lease  
21 or another written agreement of the formula used by the  
22 landlord for allocating the public utility payments among the

1       tenants. The total of payments under the formula for the  
2       building as a whole for a billing period may not exceed the sum  
3       demanded by the public utility. The formula shall include all  
4       those that use that public utility service and may reflect  
5       variations in apartment size or usage. The landlord shall also  
6       make available to the tenant upon request a copy of the public  
7       utility bill for any billing period for which payment is  
8       demanded. Nothing herein shall preclude a landlord from  
9       leasing property to a tenant, including the cost of utilities,  
10       for a rental which does not segregate or allocate the cost of  
11       the utilities.

12       (b)    No condominium or common interest community  
13       association may demand payment for master metered public  
14       utility services from a unit owner of a proportionate share  
15       for public utility service without the condominium or common  
16       interest community association first providing the unit owner  
17       with a copy in writing of the formula used by the association  
18       for allocating the public utility payments among the unit  
19       owners. The total of payments under the formula for the  
20       association as a whole for the annual budgeted billing period  
21       may not exceed the sum demanded by the public utility,  
22       however, the board of directors of the association may direct  
23       that any payments received by the association in excess of  
24       actual utility bills be applied to other budgeted items having  
25       a deficit, or be applied to the association's reserve fund, or  
26       be credited to the account of the unit owners for the following

1 year's budget. The formula shall include all those that use  
2 that public utility service and may reflect, but is not  
3 limited to, percent interest, unit size, or usage. The  
4 condominium or common interest community association shall  
5 also make available to the unit owner upon request a copy of  
6 the public utility bill for any billing period for which  
7 payment is demanded. A condominium association shall have the  
8 right to establish and maintain a system of master metering of  
9 public utility services pursuant to Sections 18 and 18.5 of  
10 the Condominium Property Act. A common interest community  
11 association shall have the right to establish and maintain a  
12 system of master metering of public utility services pursuant  
13 to Section 1-45 of the Common Interest Community Association  
14 Act. Nothing in this Act shall be construed as giving a common  
15 interest community association the right to establish a system  
16 of master metering or submetering of public utility services.

17 A municipality may request a copy in writing of the  
18 formula used by the landlord, condominium, or common interest  
19 community association for allocating the public utility  
20 payments among the unit owners. The landlord, condominium, or  
21 common interest community association shall respond within 30  
22 calendar days of receiving the municipality's request.

23 (d) Treble damages available to residential tenants under  
24 Section 1.3 of this Act are not applicable to alleged  
25 violations of this Section.

1 (765 ILCS 740/Act rep.)

2 Section 20. The Tenant Utility Payment Disclosure Act is  
3 repealed.