

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  
5 is amended by adding Section 1-32 and by changing Section 1-35  
6 as follows:

7 (765 ILCS 160/1-32 new)

8 Sec. 1-32. Reserve study.

9 (a) As used in this Section:

10 "Major shared components or significant infrastructure"  
11 means structural, mechanical, electrical, and plumbing  
12 components of the common areas and any other components that  
13 are the responsibility of the association to maintain,  
14 restore, repair, and replace, or infrastructure, including,  
15 but not limited to, roads, street lighting, hardscape,  
16 landscape, ponds and lakes, water features, pools, and  
17 accessory buildings, if applicable, with a restoration or  
18 replacement cost exceeding \$10,000, which are capital expenses  
19 as identified in the federal tax code and generally accepted  
20 accounting principles.

21 "Reserve study" means an analysis of the reserves required  
22 for future major maintenance, repairs, and replacements of the  
23 common areas that:

1           (1) identifies each structural, mechanical,  
2           electrical, and plumbing component of the common areas and  
3           any other components that are the responsibility of the  
4           association to maintain, repair, and replace;

5           (2) states the normal useful life and the estimated  
6           remaining useful life of each identified component;

7           (3) states the estimated cost of maintenance, repair,  
8           or replacement of each identified component; and

9           (4) states the estimated annual reserve amount  
10           necessary to accomplish any identified future maintenance,  
11           repair, or replacement.

12           (b) Any association with major shared components or  
13           significant infrastructure shall cause a reserve study to be  
14           conducted and updated in accordance with this Section.

15           (c) Any association with major shared components or  
16           significant infrastructure that has had a reserve study  
17           conducted on or after January 1, 2024, shall have an updated  
18           reserve study conducted within 5 years after the date the  
19           reserve study was conducted, and at least every 5 years  
20           thereafter, for purposes of assessing the condition of and  
21           planning for maintenance, repair, and replacement of the  
22           common areas.

23           (d) Any association with major shared components or  
24           significant infrastructure that has not had a reserve study  
25           conducted on or after January 1, 2024, shall require that a  
26           reserve study be conducted on or before January 1, 2028, and

1 shall update the study every 5 years for purposes of assessing  
2 the condition of and planning for maintenance, repair, and  
3 replacement of the common areas.

4 (e) The reserve study and any update to the reserve study  
5 shall be conducted by a qualified person, association,  
6 organization, or business entity that is knowledgeable about  
7 the major shared components or significant infrastructure that  
8 will be the subject of the reserve study. A qualified person,  
9 association, organization, or business entity is one that has  
10 experience and knowledge about the normal useful life,  
11 function, performance, condition, maintenance, repair, and  
12 replacement of any one or more of the major shared components  
13 or significant infrastructure that will be the subject of the  
14 reserve study, as well as the related expenses. The reserve  
15 study is not required to be conducted by a single person,  
16 association, organization, or business entity. An association  
17 may internally prepare a reserve study if the reserve study  
18 compiles information from a qualified person, association,  
19 organization, or business entity.

20 (f) In the event of resale of any unit in the common  
21 interest community, a copy of the most recent reserve study,  
22 if any, shall be made available to any prospective purchaser  
23 upon request.

24 (g) Any association with 15 or fewer units is exempt from  
25 the requirements of this Section; however, the board still  
26 must comply with budgeting and reserve requirements set forth

1 in this Act or in the community instruments.

2 (765 ILCS 160/1-35)

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

4 (a) The provisions of this Act, the declaration, bylaws,  
5 other community instruments, and rules and regulations that  
6 relate to the use of an individual unit or the common areas  
7 shall be applicable to any person leasing a unit and shall be  
8 deemed to be incorporated in any lease executed or renewed on  
9 or after the effective date of this Act. Unless otherwise  
10 provided in the community instruments, with regard to any  
11 lease entered into subsequent to the effective date of this  
12 Act, the unit owner leasing the unit shall deliver a copy of  
13 the signed lease to the association or if the lease is oral, a  
14 memorandum of the lease, not later than the date of occupancy  
15 or 10 days after the lease is signed, whichever occurs first.

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

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

22 (d) In the event of any resale of a unit in a common  
23 interest community association by a member or unit owner other  
24 than the developer, the board shall make available for  
25 inspection to the prospective purchaser, upon demand, the

1 following:

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

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

7 (3) A statement of any capital expenditures  
8 anticipated by the association within the current or  
9 succeeding 2 fiscal years.

10 (4) A statement of the status and amount of any  
11 reserve or replacement fund and any other fund  
12 specifically designated for association projects.

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

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

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

21 (8) A copy of the most recent reserve study, if any.

22 The principal officer of the board or such other officer  
23 as is specifically designated shall furnish the above  
24 information within 30 days after receiving a written request  
25 for such information.

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

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

4 (Source: P.A. 97-605, eff. 8-26-11; 97-1090, eff. 8-24-12;  
5 98-842, eff. 1-1-15.)

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

8 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

9 Sec. 18.5. Master Associations.

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

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

22 In interpreting subsections (c) through (h), the courts  
23 should interpret these provisions so that they are interpreted  
24 consistently with the similar parallel provisions found in

1 other parts of this Act.

2 (c) Meetings and finances.

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

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

16 (3) Each unit owner of a condominium subject to the  
17 authority of the board of the master association shall  
18 receive written notice mailed or delivered no less than 10  
19 and no more than 30 days prior to any meeting of the board  
20 of the master association concerning the adoption of the  
21 proposed annual budget or any increase in the budget, or  
22 establishment of an assessment.

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

1           (A) to discuss litigation when an action against  
2           or on behalf of the particular master association has  
3           been filed and is pending in a court or administrative  
4           tribunal, or when the board of the master association  
5           finds that such an action is probable or imminent,

6           (B) to consider information regarding appointment,  
7           employment or dismissal of an employee, or

8           (C) to discuss violations of rules and regulations  
9           of the master association or unpaid common expenses  
10          owed to the master association.

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

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

1 master association may designate one or more locations in  
2 the proximity of these units where the notices of meetings  
3 shall be posted.

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

26 (6) The board of the master association shall have the

1 authority to establish and maintain a system of master  
2 metering of public utility services and to collect  
3 payments in connection therewith, subject to the  
4 requirements of the Tenant Utility Payment Disclosure Act.

5 (7) The board of the master association or a common  
6 interest community association shall have the power, after  
7 notice and an opportunity to be heard, to levy and collect  
8 reasonable fines from members for violations of the  
9 declaration, bylaws, and rules and regulations of the  
10 master association or the common interest community  
11 association. Nothing contained in this subdivision (7)  
12 shall give rise to a statutory lien for unpaid fines.

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

25 (d) Records.

26 (1) The board of the master association shall maintain

1 the following records of the association and make them  
2 available for examination and copying at convenient hours  
3 of weekdays by any unit owners in a condominium subject to  
4 the authority of the board or their mortgagees and their  
5 duly authorized agents or attorneys:

6 (i) Copies of the recorded declaration, other  
7 condominium instruments, other duly recorded covenants  
8 and bylaws and any amendments, articles of  
9 incorporation of the master association, annual  
10 reports and any rules and regulations adopted by the  
11 master association or its board shall be available.  
12 Prior to the organization of the master association,  
13 the developer shall maintain and make available the  
14 records set forth in this subdivision (d)(1) for  
15 examination and copying.

16 (ii) Detailed and accurate records in  
17 chronological order of the receipts and expenditures  
18 affecting the common areas, specifying and itemizing  
19 the maintenance and repair expenses of the common  
20 areas and any other expenses incurred, and copies of  
21 all contracts, leases, or other agreements entered  
22 into by the master association, shall be maintained.

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

26 (iv) Ballots and proxies related thereto, if any,

1           for any election held for the board of the master  
2           association and for any other matters voted on by the  
3           unit owners shall be maintained for not less than one  
4           year.

5           (v) Such other records of the master association  
6           as are available for inspection by members of a  
7           not-for-profit corporation pursuant to Section 107.75  
8           of the General Not For Profit Corporation Act of 1986  
9           shall be maintained.

10          (vi) With respect to units owned by a land trust,  
11          if a trustee designates in writing a person to cast  
12          votes on behalf of the unit owner, the designation  
13          shall remain in effect until a subsequent document is  
14          filed with the association.

15          (2) Where a request for records under this subsection  
16          is made in writing to the board of managers or its agent,  
17          failure to provide the requested record or to respond  
18          within 30 days shall be deemed a denial by the board of  
19          directors.

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

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

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

6           (f) Administration of property prior to election of the  
7 initial board of directors.

8           (1) Until the election, by the unit owners or the  
9 boards of managers of the underlying condominium  
10 associations, of the initial board of directors of a  
11 master association whose declaration is recorded on or  
12 after August 10, 1990, the same rights, titles, powers,  
13 privileges, trusts, duties and obligations that are vested  
14 in or imposed upon the board of directors by this Act or in  
15 the declaration or other duly recorded covenant shall be  
16 held and performed by the developer.

17           (2) The election of the initial board of directors of  
18 a master association whose declaration is recorded on or  
19 after August 10, 1990, by the unit owners or the boards of  
20 managers of the underlying condominium associations, shall  
21 be held not later than 60 days after the conveyance by the  
22 developer of 75% of the units, or 3 years after the  
23 recording of the declaration, whichever is earlier. The  
24 developer shall give at least 21 days notice of the  
25 meeting to elect the initial board of directors and shall  
26 upon request provide to any unit owner, within 3 working

1 days of the request, the names, addresses, and weighted  
2 vote of each unit owner entitled to vote at the meeting.  
3 Any unit owner shall upon receipt of the request be  
4 provided with the same information, within 10 days of the  
5 request, with respect to each subsequent meeting to elect  
6 members of the board of directors.

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

17 (4) Within 60 days following the election of a  
18 majority of the board of directors, other than the  
19 developer, by unit owners, the developer shall deliver to  
20 the board of directors:

21 (i) All original documents as recorded or filed  
22 pertaining to the property, its administration, and  
23 the association, such as the declaration, articles of  
24 incorporation, other instruments, annual reports,  
25 minutes, rules and regulations, and contracts, leases,  
26 or other agreements entered into by the association.

1           If any original documents are unavailable, a copy may  
2           be provided if certified by affidavit of the  
3           developer, or an officer or agent of the developer, as  
4           being a complete copy of the actual document recorded  
5           or filed.

6           (ii) A detailed accounting by the developer,  
7           setting forth the source and nature of receipts and  
8           expenditures in connection with the management,  
9           maintenance and operation of the property, copies of  
10          all insurance policies, and a list of any loans or  
11          advances to the association which are outstanding.

12          (iii) Association funds, which shall have been at  
13          all times segregated from any other moneys of the  
14          developer.

15          (iv) A schedule of all real or personal property,  
16          equipment and fixtures belonging to the association,  
17          including documents transferring the property,  
18          warranties, if any, for all real and personal property  
19          and equipment, deeds, title insurance policies, and  
20          all tax bills.

21          (v) A list of all litigation, administrative  
22          action and arbitrations involving the association, any  
23          notices of governmental bodies involving actions taken  
24          or which may be taken concerning the association,  
25          engineering and architectural drawings and  
26          specifications as approved by any governmental

1 authority, all other documents filed with any other  
2 governmental authority, all governmental certificates,  
3 correspondence involving enforcement of any  
4 association requirements, copies of any documents  
5 relating to disputes involving unit owners, and  
6 originals of all documents relating to everything  
7 listed in this subparagraph.

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

19 (5) With respect to any master association whose  
20 declaration is recorded on or after August 10, 1990, any  
21 contract, lease, or other agreement made prior to the  
22 election of a majority of the board of directors other  
23 than the developer by or on behalf of unit owners or  
24 underlying condominium associations, the association or  
25 the board of directors, which extends for a period of more  
26 than 2 years from the recording of the declaration, shall

1 be subject to cancellation by more than 1/2 of the votes of  
2 the unit owners, other than the developer, cast at a  
3 special meeting of members called for that purpose during  
4 a period of 90 days prior to the expiration of the 2 year  
5 period if the board of managers is elected by the unit  
6 owners, otherwise by more than 1/2 of the underlying  
7 condominium board of managers. At least 60 days prior to  
8 the expiration of the 2 year period, the board of  
9 directors, or, if the board is still under developer  
10 control, then the board of managers or the developer shall  
11 send notice to every unit owner or underlying condominium  
12 board of managers, notifying them of this provision, of  
13 what contracts, leases and other agreements are affected,  
14 and of the procedure for calling a meeting of the unit  
15 owners or for action by the underlying condominium board  
16 of managers for the purpose of acting to terminate such  
17 contracts, leases or other agreements. During the 90 day  
18 period the other party to the contract, lease, or other  
19 agreement shall also have the right of cancellation.

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

25 (g) In the event of any resale of a unit in a master  
26 association by a unit owner other than the developer, the

1 owner shall obtain from the board of directors and shall make  
2 available for inspection to the prospective purchaser, upon  
3 demand, the following:

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

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

9 (3) A statement of any capital expenditures  
10 anticipated by the association within the current or  
11 succeeding 2 fiscal years.

12 (4) A statement of the status and amount of any  
13 reserve for replacement fund and any portion of such fund  
14 earmarked for any specified project by the board of  
15 directors.

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

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

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

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

1 master association.

2 (9) A copy of the most recent reserve study, if any.

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

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

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

1 assessments that accrued before he or she acquired title. The  
2 notice of sale of a unit of a common interest community under  
3 subsection (c) of Section 15-1507 of the Code of Civil  
4 Procedure shall state that the purchaser of the unit other  
5 than a mortgagee shall pay the assessments and court costs  
6 required by this subsection (g-1).

7 (h) Errors and omissions.

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

20 (2) If, through a scrivener's error, a unit has not  
21 been designated as owning an appropriate undivided share  
22 of the common areas or does not bear an appropriate share  
23 of the common expenses, or if all of the common expenses or  
24 all of the common elements in the condominium have not  
25 been distributed in the declaration, so that the sum total  
26 of the shares of common areas which have been distributed

1 or the sum total of the shares of the common expenses fail  
2 to equal 100%, or if it appears that more than 100% of the  
3 common elements or common expenses have been distributed,  
4 the error may be corrected by operation of law by filing an  
5 amendment to the declaration, approved by vote of  
6 two-thirds of the members of the board of directors or a  
7 majority vote of the unit owners at a meeting called for  
8 that purpose, which proportionately adjusts all percentage  
9 interests so that the total is equal to 100%, unless the  
10 declaration specifically provides for a different  
11 procedure or different percentage vote by the owners of  
12 the units and the owners of mortgages thereon affected by  
13 modification being made in the undivided interest in the  
14 common areas, the number of votes in the unit owners  
15 association or the liability for common expenses  
16 appertaining to the unit.

17 (3) If an omission or error or a scrivener's error in  
18 the declaration or other instrument is corrected by vote  
19 of two-thirds of the members of the board of directors  
20 pursuant to the authority established in subdivisions  
21 (h)(1) or (h)(2) of this Section, the board, upon written  
22 petition by unit owners with 20% of the votes of the  
23 association or resolutions adopted by the board of  
24 managers or board of directors of the condominium and  
25 common interest community associations which select 20% of  
26 the members of the board of directors of the master

1 association, whichever is applicable, received within 30  
2 days of the board action, shall call a meeting of the unit  
3 owners or the boards of the condominium and common  
4 interest community associations which select members of  
5 the board of directors of the master association within 30  
6 days of the filing of the petition or receipt of the  
7 condominium and common interest community association  
8 resolution to consider the board action. Unless a majority  
9 of the votes of the unit owners of the association are cast  
10 at the meeting to reject the action, or board of managers  
11 or board of directors of condominium and common interest  
12 community associations which select over 50% of the  
13 members of the board of the master association adopt  
14 resolutions prior to the meeting rejecting the action of  
15 the board of directors of the master association, it is  
16 ratified whether or not a quorum is present.

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

1 or adversely affected.

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

20 (6) Nothing contained in this Section shall be  
21 construed to invalidate any provision of a declaration  
22 authorizing the developer to amend an instrument prior to  
23 the latest date on which the initial membership meeting of  
24 the unit owners must be held, whether or not it has  
25 actually been held, to bring the instrument into  
26 compliance with the legal requirements of the Federal

1 National Mortgage Association, the Federal Home Loan  
2 Mortgage Corporation, the Federal Housing Administration,  
3 the United States Veterans Administration or their  
4 respective successors and assigns.

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

19 (j) (Blank).

20 (k) Reserve study.

21 (1) As used in this Section:

22 "Major shared components or significant  
23 infrastructure" means structural, mechanical, electrical,  
24 and plumbing components of the common areas and any other  
25 components that are the responsibility of the association  
26 to maintain, restore, repair, and replace, or

1 infrastructure, including, but not limited to, roads,  
2 street lighting, hardscape, landscape, ponds and lakes,  
3 water features, pools, and accessory buildings, if  
4 applicable, with a restoration or replacement cost  
5 exceeding \$10,000, which are capital expenses as  
6 identified in the federal tax code and generally accepted  
7 accounting principles.

8 "Reserve study" means an analysis of the reserves  
9 required for future major maintenance, repairs, and  
10 replacements of the common elements that:

11 (2) Any association with major shared components or  
12 significant infrastructure shall cause a reserve study to  
13 be conducted and updated in accordance with this Section.

14 (3) Any association with major shared components or  
15 significant infrastructure that has had a reserve study  
16 conducted on or after January 1, 2024, shall have an  
17 updated reserve study conducted within 5 years after the  
18 date the reserve study was conducted, and at least every 5  
19 years thereafter, for purposes of assessing the condition  
20 of and planning for maintenance, repair, and replacement  
21 of the common areas.

22 (4) Any association with major shared components or  
23 significant infrastructure that has not had a reserve  
24 study conducted on or after January 1, 2024, shall require  
25 that a reserve study be conducted on or before January 1,  
26 2028, and shall update the study every 5 years for

1 purposes of assessing the condition of and planning for  
2 maintenance, repair and replacement of the common areas.

3 (5) The reserve study and any update thereof shall be  
4 conducted by a qualified person, association,  
5 organization, or business entity who is knowledgeable  
6 about the major shared components or significant  
7 infrastructure that will be the subject of the reserve  
8 study. A qualified person, association, organization, or  
9 business entity is one who has experience and knowledge  
10 about the normal useful life, function, performance,  
11 condition, maintenance, repair, and replacement, and  
12 related expenses, of any one or more of the major shared  
13 components or significant infrastructure that will be the  
14 subject of the reserve study. The reserve study is not  
15 required to be conducted by a single person, association,  
16 organization, or business entity. An association may  
17 internally prepare a reserve study provided that such a  
18 reserve study compiles information from a qualified  
19 person, association, organization, or business entity.

20 (6) In the event of resale of any unit in the common  
21 interest community, a copy of the most recent reserve  
22 study, if any, shall be made available to any prospective  
23 purchaser, upon request.

24 (7) Any association with 15 or fewer units is exempt  
25 from the requirements of this subsection (j); however, the  
26 board still must comply with budgeting and reserve

1       requirements as provided elsewhere in the Act or in the  
2       community instruments.

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  
14           unpaid assessments and other charges due and owing as  
15           authorized and limited by the provisions of Section 9 of  
16           this Act or 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 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           Managers.

24           (5) A copy of the statement of financial condition of  
25           the unit owner's association for the last fiscal year for

1           which such statement is available.

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

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

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

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

17           (10) A copy of the most recent reserve study, if any.

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 10 business 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

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

7 A reasonable fee, not to exceed \$375, covering the direct  
8 out-of-pocket cost of providing such information and copying  
9 may be charged by the association or its Board of Managers to  
10 the unit seller for providing such information. Beginning one  
11 year after the effective date of this amendatory Act of the  
12 102nd General Assembly, the \$375 fee shall be increased or  
13 decreased, as applicable, by a percentage equal to the  
14 percentage change in the consumer price index-u during the  
15 preceding 12-month calendar year. "Consumer price index-u"  
16 means the index published by the Bureau of Labor Statistics of  
17 the United States Department of Labor that measures the  
18 average change in prices of goods and services purchased by  
19 all urban consumers, United States city average, all items,  
20 1982-84 = 100. An association may charge an additional \$100  
21 for rush service completed within 72 hours.

22 (Source: P.A. 102-976, eff. 1-1-23.)