



Rep. Rita Mayfield

**Filed: 4/17/2026**

10400HB5449ham003

LRB104 18328 JRC 36946 a

1 AMENDMENT TO HOUSE BILL 5449

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 5449 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The Common Interest Community Association Act  
5 is amended by changing Section 1-30 as follows:

6 (765 ILCS 160/1-30)

7 Sec. 1-30. Board duties and obligations; records.

8 (a) The board shall meet at least 4 times annually.

9 (b) A common interest community association may not enter  
10 into a contract with a current board member, or with a  
11 corporation, limited liability company, or partnership in  
12 which a board member or a member of his or her immediate family  
13 has 25% or more interest, unless notice of intent to enter into  
14 the contract is given to members within 20 days after a  
15 decision is made to enter into the contract and the members are  
16 afforded an opportunity by filing a petition, signed by 20% of

1 the membership, for an election to approve or disapprove the  
2 contract; such petition shall be filed within 20 days after  
3 such notice and such election shall be held within 30 days  
4 after filing the petition. For purposes of this subsection, a  
5 board member's immediate family means the board member's  
6 spouse, parents, siblings, and children.

7 (c) The bylaws or operating agreement shall provide for  
8 the maintenance, repair, and replacement of the common areas  
9 and payments therefor, including the method of approving  
10 payment vouchers.

11 (d) (Blank).

12 (e) The association may engage the services of a manager  
13 or management company.

14 (f) The association shall have one class of membership  
15 unless the declaration, bylaws, or operating agreement provide  
16 otherwise; however, this subsection (f) shall not be construed  
17 to limit the operation of subsection (c) of Section 1-20 of  
18 this Act.

19 (g) The board shall have the power, after notice and an  
20 opportunity to be heard, to levy and collect reasonable fines  
21 from members or unit owners for violations of the declaration,  
22 bylaws, operating agreement, and rules and regulations of the  
23 common interest community association.

24 (h) Other than attorney's fees and court or arbitration  
25 costs, no fees pertaining to the collection of a member's or  
26 unit owner's financial obligation to the association,

1 including fees charged by a manager or managing agent, shall  
2 be added to and deemed a part of a member's or unit owner's  
3 respective share of the common expenses unless: (i) the  
4 managing agent fees relate to the costs to collect common  
5 expenses for the association; (ii) the fees are set forth in a  
6 contract between the managing agent and the association; and  
7 (iii) the authority to add the management fees to a member's or  
8 unit owner's respective share of the common expenses is  
9 specifically stated in the declaration, bylaws, or operating  
10 agreement of the association.

11 (i) Board records.

12 (1) The board shall maintain the following records of  
13 the association and make them available for examination  
14 and copying at convenient hours of weekdays by any member  
15 or unit owner in a common interest community subject to  
16 the authority of the board, their mortgagees, and their  
17 duly authorized agents or attorneys:

18 (i) Copies of the recorded declaration, other  
19 community instruments, other duly recorded covenants  
20 and bylaws and any amendments, articles of  
21 incorporation, articles of organization, annual  
22 reports, and any rules and regulations adopted by the  
23 board shall be available. Prior to the organization of  
24 the board, the developer shall maintain and make  
25 available the records set forth in this paragraph (i)  
26 for examination and copying.

1           (ii) Detailed and accurate records in  
2           chronological order of the receipts and expenditures  
3           affecting the common areas, specifying and itemizing  
4           the maintenance and repair expenses of the common  
5           areas and any other expenses incurred, and copies of  
6           all contracts, leases, or other agreements entered  
7           into by the board shall be maintained.

8           (iii) The minutes of all meetings of the board  
9           which shall be maintained for not less than 7 years.

10          (iv) With a written statement of a proper purpose,  
11          ballots and proxies related thereto, if any, for any  
12          election held for the board and for any other matters  
13          voted on by the members, which shall be maintained for  
14          not less than one year.

15          (v) With a written statement of a proper purpose,  
16          such other records of the board as are available for  
17          inspection by members of a not-for-profit corporation  
18          pursuant to Section 107.75 of the General Not For  
19          Profit Corporation Act of 1986 shall be maintained.

20          (vi) With respect to units owned by a land trust, a  
21          living trust, or other legal entity, the trustee,  
22          officer, or manager of the entity may designate, in  
23          writing, a person to cast votes on behalf of the member  
24          or unit owner and a designation shall remain in effect  
25          until a subsequent document is filed with the  
26          association.

1 (vii) Any reserve study.

2 (2) Where a request for records under this subsection  
3 is made in writing to the board or its agent, failure to  
4 provide the requested record or to respond within 30 days  
5 shall be deemed a denial by the board.

6 (3) A reasonable fee may be charged by the board for  
7 the cost of retrieving and copying records properly  
8 requested.

9 (4) If the board fails to provide records properly  
10 requested under paragraph (1) of this subsection (i)  
11 within the time period provided in that paragraph (1), the  
12 member may seek appropriate relief and shall be entitled  
13 to an award of reasonable attorney's fees and costs if the  
14 member prevails and the court finds that such failure is  
15 due to the acts or omissions of the board of managers or  
16 the board of directors.

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

21 (k) The board may contract with the highway commissioner  
22 of a road district in which the association is located, if the  
23 association comprises 50% of the population or greater of the  
24 township or road district, to furnish materials related to the  
25 maintenance or repair of roads. Any such purchases shall be  
26 included in the board's finance report as outlined in Section

1 1-45.

2 (l) The board must provide a website as soon as practical,  
3 but no later than January 1, 2028, that unit owners can access  
4 on the Internet that includes information about board and  
5 membership meetings and the approved minutes from meetings of  
6 the board.

7 (m) The board must transmit annually to the members  
8 electronically via email a statement of the association's  
9 financial data, to include, but not be limited to, receipts,  
10 expenses, invoices, contracts, and obligations.

11 (Source: P.A. 102-921, eff. 5-27-22; 103-486, eff. 1-1-24.)

12 Section 10. The Condominium Property Act is amended by  
13 changing Section 18.4 as follows:

14 (765 ILCS 605/18.4) (from Ch. 30, par. 318.4)

15 Sec. 18.4. Powers and duties of board of managers. The  
16 board of managers shall exercise for the association all  
17 powers, duties and authority vested in the association by law  
18 or the condominium instruments except for such powers, duties  
19 and authority reserved by law to the members of the  
20 association. The powers and duties of the board of managers  
21 shall include, but shall not be limited to, the following:

22 (a) To provide for the operation, care, upkeep,  
23 maintenance, replacement and improvement of the common  
24 elements. Nothing in this subsection (a) shall be deemed

1 to invalidate any provision in a condominium instrument  
2 placing limits on expenditures for the common elements,  
3 provided, that such limits shall not be applicable to  
4 expenditures for repair, replacement, or restoration of  
5 existing portions of the common elements. The term  
6 "repair, replacement or restoration" means expenditures to  
7 deteriorated or damaged portions of the property related  
8 to the existing decorating, facilities, or structural or  
9 mechanical components, interior or exterior surfaces, or  
10 energy systems and equipment with the functional  
11 equivalent of the original portions of such areas.  
12 Replacement of the common elements may result in an  
13 improvement over the original quality of such elements or  
14 facilities; provided that, unless the improvement is  
15 mandated by law or is an emergency as defined in item (iv)  
16 of subparagraph (8) of paragraph (a) of Section 18, if the  
17 improvement results in a proposed expenditure exceeding 5%  
18 of the annual budget, the board of managers, upon written  
19 petition by unit owners with 20% of the votes of the  
20 association delivered to the board within 21 days of the  
21 board action to approve the expenditure, shall call a  
22 meeting of the unit owners within 30 days of the date of  
23 delivery of the petition to consider the expenditure.  
24 Unless a majority of the total votes of the unit owners are  
25 cast at the meeting to reject the expenditure, it is  
26 ratified.

1           (b) To prepare, adopt and distribute the annual budget  
2 for the property.

3           (c) To levy and expend assessments.

4           (d) To collect assessments from unit owners.

5           (e) To provide for the employment and dismissal of the  
6 personnel necessary or advisable for the maintenance and  
7 operation of the common elements.

8           (f) To obtain adequate and appropriate kinds of  
9 insurance.

10          (g) To own, convey, encumber, lease, and otherwise  
11 deal with units conveyed to or purchased by it.

12          (h) To adopt and amend rules and regulations covering  
13 the details of the operation and use of the property,  
14 after a meeting of the unit owners called for the specific  
15 purpose of discussing the proposed rules and regulations.  
16 Notice of the meeting shall contain the full text of the  
17 proposed rules and regulations, and the meeting shall  
18 conform to the requirements of Section 18(b) of this Act,  
19 except that no quorum is required at the meeting of the  
20 unit owners unless the declaration, bylaws or other  
21 condominium instrument expressly provides to the contrary.  
22 However, no rule or regulation may impair any rights  
23 guaranteed by the First Amendment to the Constitution of  
24 the United States or Section 4 of Article I of the Illinois  
25 Constitution including, but not limited to, the free  
26 exercise of religion, nor may any rules or regulations

1 conflict with the provisions of this Act or the  
2 condominium instruments. No rule or regulation shall  
3 prohibit any reasonable accommodation for religious  
4 practices, including the attachment of religiously  
5 mandated objects to the front-door area of a condominium  
6 unit.

7 (i) To keep detailed, accurate records of the receipts  
8 and expenditures affecting the use and operation of the  
9 property.

10 (j) To have access to each unit from time to time as  
11 may be necessary for the maintenance, repair or  
12 replacement of any common elements or for making emergency  
13 repairs necessary to prevent damage to the common elements  
14 or to other units.

15 (k) To pay real property taxes, special assessments,  
16 and any other special taxes or charges of the State of  
17 Illinois or of any political subdivision thereof, or other  
18 lawful taxing or assessing body, which are authorized by  
19 law to be assessed and levied upon the real property of the  
20 condominium.

21 (l) To impose charges for late payment of a unit  
22 owner's proportionate share of the common expenses, or any  
23 other expenses lawfully agreed upon, and after notice and  
24 an opportunity to be heard, to levy reasonable fines for  
25 violation of the declaration, by-laws, and rules and  
26 regulations of the association.

1           (m) By a majority vote of the entire board of  
2 managers, to assign the right of the association to future  
3 income from common expenses or other sources, and to  
4 mortgage or pledge substantially all of the remaining  
5 assets of the association.

6           (n) To record the dedication of a portion of the  
7 common elements to a public body for use as, or in  
8 connection with, a street or utility where authorized by  
9 the unit owners under the provisions of Section 14.2.

10           (o) To record the granting of an easement for the  
11 laying of cable television or high speed Internet cable  
12 where authorized by the unit owners under the provisions  
13 of Section 14.3; to obtain, if available and determined by  
14 the board to be in the best interests of the association,  
15 cable television or bulk high speed Internet service for  
16 all of the units of the condominium on a bulk identical  
17 service and equal cost per unit basis; and to assess and  
18 recover the expense as a common expense and, if so  
19 determined by the board, to assess each and every unit on  
20 the same equal cost per unit basis.

21           (p) To seek relief on behalf of all unit owners when  
22 authorized pursuant to subsection (c) of Section 10 from  
23 or in connection with the assessment or levying of real  
24 property taxes, special assessments, and any other special  
25 taxes or charges of the State of Illinois or of any  
26 political subdivision thereof or of any lawful taxing or

1 assessing body.

2 (q) To reasonably accommodate the needs of a unit  
3 owner who is a person with a disability as required by the  
4 federal Civil Rights Act of 1968, the Human Rights Act and  
5 any applicable local ordinances in the exercise of its  
6 powers with respect to the use of common elements or  
7 approval of modifications in an individual unit.

8 (r) To accept service of a notice of claim for  
9 purposes of the Mechanics Lien Act on behalf of each  
10 respective member of the Unit Owners' Association with  
11 respect to improvements performed pursuant to any contract  
12 entered into by the Board of Managers or any contract  
13 entered into prior to the recording of the condominium  
14 declaration pursuant to this Act, for a property  
15 containing more than 8 units, and to distribute the notice  
16 to the unit owners within 7 days of the acceptance of the  
17 service by the Board of Managers. The service shall be  
18 effective as if each individual unit owner had been served  
19 individually with notice.

20 (s) To adopt and amend rules and regulations (1)  
21 authorizing electronic delivery of notices and other  
22 communications required or contemplated by this Act to  
23 each unit owner who provides the association with written  
24 authorization for electronic delivery and an electronic  
25 address to which such communications are to be  
26 electronically transmitted; and (2) authorizing each unit

1 owner to designate an electronic address or a U.S. Postal  
2 Service address, or both, as the unit owner's address on  
3 any list of members or unit owners which an association is  
4 required to provide upon request pursuant to any provision  
5 of this Act or any condominium instrument.

6 (t) The board must provide a website as soon as  
7 practical, but no later than January 1, 2028, that unit  
8 owners can access on the Internet that includes  
9 information about board and membership meetings and the  
10 approved minutes from meetings of the board.

11 (u) The board must transmit annually to the members  
12 electronically via email a statement of the association's  
13 financial data, to include, but not be limited to,  
14 receipts, expenses, invoices, contracts, and obligations.

15 In the performance of their duties, the officers and  
16 members of the board, whether appointed by the developer or  
17 elected by the unit owners, shall exercise the care required  
18 of a fiduciary of the unit owners.

19 The collection of assessments from unit owners by an  
20 association, board of managers or their duly authorized agents  
21 shall not be considered acts constituting a collection agency  
22 for purposes of the Collection Agency Act.

23 The provisions of this Section are applicable to all  
24 condominium instruments recorded under this Act. Any portion  
25 of a condominium instrument which contains provisions contrary  
26 to these provisions shall be void as against public policy and

1     ineffective. Any such instrument that fails to contain the  
2     provisions required by this Section shall be deemed to  
3     incorporate such provisions by operation of law.

4     (Source: P.A. 99-143, eff. 7-27-15; 99-849, eff. 1-1-17;  
5     100-292, eff. 1-1-18.)".