



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

HB5585

Introduced 2/13/2026, by Rep. Sonya M. Harper

SYNOPSIS AS INTRODUCED:

See Index

Amends the Condominium Property Act. Provides that the board of managers may not restrict lawful unit owner participation in meetings through arbitrary forum closures, selective muting, viewpoint-based exclusion, or other actions intended to suppress dissent except as reasonably necessary to maintain order and conduct association business. Provides that the officers and members of the board or managing agent may not retaliate against a unit owner for requesting records, attending meetings, filing a complaint, or otherwise exercising rights under this Act. Provides that violations of the Act, including, but not limited to, the timely providing access or copies of association records, may be referred to the Condominium and Common Interest Community Ombudsperson for enforcement. Provides that violations of this Act by a licensed community association manager may be referred to the Department of Financial and Professional Regulation for enforcement. Provides that beginning January 1 following the effective date of the amendatory Act, at least one member of the board of managers of each condominium association shall complete a training program approved by the Condominium and Common Interest Community Ombudsperson covering fiduciary duties, ethical governance, record-keeping requirements, and anti-retaliation obligations. Provides that the Office of the Ombudsperson may receive and review complaints relating to condominium governance, managing agent conduct, and compliance with this Act. The Office may provide information and assistance to unit owners, boards of managers, and managing agents; request documentation relevant to a complaint; refer matters for investigation or enforcement as appropriate; identify systemic issues, and recommend corrective actions. Provides that the Office of Ombudsperson may not adjudicate disputes, impose penalties, or award damages but may establish or contract for a voluntary, low-cost mediation program to assist in resolving disputes arising under the Act. Provides legislative intent. Defines terms.

LRB104 17443 JRC 30869 b

1 AN ACT concerning civil law.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Condominium Property Act is amended by
5 changing Sections 18, 18.4, and 30 and by adding Sections 1.1,
6 2, 37, and 39 as follows:

7 (765 ILCS 605/1.1 new)

8 Sec. 1.1. Legislative intent. The General Assembly finds
9 that transparency, accountability, and meaningful access to
10 information are essential to the lawful governance of
11 condominium associations. Unit owners must have the ability to
12 participate in association governance, review financial and
13 administrative records, and raise concerns without fear of
14 retaliation. This Act shall be liberally construed to protect
15 those rights while supporting ethical and responsible
16 condominium governance.

17 (765 ILCS 605/2) (from Ch. 30, par. 302)

18 Sec. 2. Definitions. As used in this Act, unless the
19 context otherwise requires:

20 (a) "Declaration" means the instrument by which the
21 property is submitted to the provisions of this Act, as
22 hereinafter provided, and such declaration as from time to

1 time amended.

2 (b) "Parcel" means the lot or lots, tract or tracts of
3 land, described in the declaration, submitted to the
4 provisions of this Act.

5 (c) "Property" means all the land, property and space
6 comprising the parcel, all improvements and structures
7 erected, constructed or contained therein or thereon,
8 including the building and all easements, rights and
9 appurtenances belonging thereto, and all fixtures and
10 equipment intended for the mutual use, benefit or enjoyment of
11 the unit owners, submitted to the provisions of this Act.

12 (d) "Unit" means a part of the property designed and
13 intended for any type of independent use.

14 (e) "Common Elements" means all portions of the property
15 except the units, including limited common elements unless
16 otherwise specified.

17 (f) "Person" means a natural individual, corporation,
18 partnership, trustee or other legal entity capable of holding
19 title to real property.

20 (g) "Unit Owner" means the person or persons whose estates
21 or interests, individually or collectively, aggregate fee
22 simple absolute ownership of a unit, or, in the case of a
23 leasehold condominium, the lessee or lessees of a unit whose
24 leasehold ownership of the unit expires simultaneously with
25 the lease described in item (x) of this Section.

26 (h) "Majority" or "majority of the unit owners" means the

1 owners of more than 50% in the aggregate in interest of the
2 undivided ownership of the common elements. Any specified
3 percentage of the unit owners means such percentage in the
4 aggregate in interest of such undivided ownership. "Majority"
5 or "majority of the members of the board of managers" means
6 more than 50% of the total number of persons constituting such
7 board pursuant to the bylaws. Any specified percentage of the
8 members of the board of managers means that percentage of the
9 total number of persons constituting such board pursuant to
10 the bylaws.

11 (i) "Plat" means a plat or plats of survey of the parcel
12 and of all units in the property submitted to the provisions of
13 this Act, which may consist of a three-dimensional horizontal
14 and vertical delineation of all such units.

15 (j) "Record" means to record in the office of the recorder
16 or, whenever required, to file in the office of the Registrar
17 of Titles of the county wherein the property is located.

18 (k) "Conversion Condominium" means a property which
19 contains structures, excepting those newly constructed and
20 intended for condominium ownership, which are, or have
21 previously been, wholly or partially occupied before recording
22 of condominium instruments by persons other than those who
23 have contracted for the purchase of condominiums.

24 (l) "Condominium Instruments" means all documents and
25 authorized amendments thereto recorded pursuant to the
26 provisions of the Act, including the declaration, bylaws and

1 plat.

2 (m) "Common Expenses" means the proposed or actual
3 expenses affecting the property, including reserves, if any,
4 lawfully assessed by the Board of Managers of the Unit Owner's
5 Association.

6 (n) "Reserves" means those sums paid by unit owners which
7 are separately maintained by the board of managers for
8 purposes specified by the board of managers or the condominium
9 instruments.

10 (o) "Unit Owners' Association" or "Association" means the
11 association of all the unit owners, acting pursuant to bylaws
12 through its duly elected board of managers.

13 (p) "Purchaser" means any person or persons other than the
14 Developer who purchase a unit in a bona fide transaction for
15 value.

16 (q) "Developer" means any person who submits property
17 legally or equitably owned in fee simple by the developer, or
18 leased to the developer under a lease described in item (x) of
19 this Section, to the provisions of this Act, or any person who
20 offers units legally or equitably owned in fee simple by the
21 developer, or leased to the developer under a lease described
22 in item (x) of this Section, for sale in the ordinary course of
23 such person's business, including any successor or successors
24 to such developers' entire interest in the property other than
25 the purchaser of an individual unit.

26 (r) "Add-on Condominium" means a property to which

1 additional property may be added in accordance with
2 condominium instruments and this Act.

3 (s) "Limited Common Elements" means a portion of the
4 common elements so designated in the declaration as being
5 reserved for the use of a certain unit or units to the
6 exclusion of other units, including but not limited to
7 balconies, terraces, patios and parking spaces or facilities.

8 (t) "Building" means all structures, attached or
9 unattached, containing one or more units.

10 (u) "Master Association" means an organization described
11 in Section 18.5 whether or not it is also an association
12 described in Section 18.3.

13 (v) "Developer Control" means such control at a time prior
14 to the election of the Board of Managers provided for in
15 Section 18.2(b) of this Act.

16 (w) "Meeting of Board of Managers or Board of Master
17 Association" means any gathering of a quorum of the members of
18 the Board of Managers or Board of the Master Association held
19 for the purpose of conducting board business.

20 (x) "Leasehold Condominium" means a property submitted to
21 the provisions of this Act which is subject to a lease, the
22 expiration or termination of which would terminate the
23 condominium and the lessor of which is (i) exempt from
24 taxation under Section 501(c)(3) of the Internal Revenue Code
25 of 1986, as amended, (ii) a limited liability company whose
26 sole member is exempt from taxation under Section 501 (c)(3)

1 of the Internal Revenue Code of 1986, as amended, or (iii) a
2 Public Housing Authority created pursuant to the Housing
3 Authorities Act that is located in a municipality having a
4 population in excess of 1,000,000 inhabitants.

5 (y) "Electronic transmission" means any form of
6 communication, not directly involving the physical
7 transmission of paper, that creates a record that may be
8 retained, retrieved, and reviewed by a recipient and that may
9 be directly reproduced in paper form by the recipient through
10 an automated process.

11 (z) "Acceptable technological means" includes, without
12 limitation, electronic transmission over the Internet or other
13 network, whether by direct connection, intranet, telecopier,
14 electronic mail, and any generally available technology that,
15 by rule of the association, is deemed to provide reasonable
16 security, reliability, identification, and verifiability.

17 (aa) "Managing agent" means any person or entity engaged
18 in the business of managing condominium property and subject
19 to licensure under the Community Association Manager Licensing
20 and Disciplinary Act.

21 (bb) "Retaliation" means any adverse action taken by a
22 board of managers or managing agent against a unit owner for
23 exercising rights under this Act, including, but not limited
24 to, selective enforcement of rules, harassment, denial of
25 services, interference with access to records, or exclusion
26 from lawful participation in meetings.

1 (Source: P.A. 98-1042, eff. 1-1-15; 99-612, eff. 1-1-17.)

2 (765 ILCS 605/18) (from Ch. 30, par. 318)

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

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

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

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

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

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

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

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

23 (8) (i) that each unit owner shall receive notice, in
24 the same manner as is provided in this Act for membership
25 meetings, of any meeting of the board of managers
26 concerning the adoption of the proposed annual budget and

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

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

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

1 with the association's legal counsel; that any vote on
2 these matters shall take place at a meeting of the board of
3 managers or portion thereof open to any unit owner;

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

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

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

22 (E) that notice of every meeting of the board of
23 managers shall be posted in entranceways, elevators, or
24 other conspicuous places in the condominium at least 48
25 hours prior to the meeting of the board of managers except
26 where there is no common entranceway for 7 or more units,

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

14 (10) that the board shall meet at least 4 times
15 annually;

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

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

23 (13) the method of filling vacancies on the board
24 which shall include authority for the remaining members of
25 the board to fill the vacancy by two-thirds vote until the
26 next annual meeting of unit owners or for a period

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

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

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

17 (16) the board of managers may not enter into a
18 contract with a current board member or with a corporation
19 or partnership in which a board member or a member of the
20 board member's immediate family has 25% or more interest,
21 unless notice of intent to enter the contract is given to
22 unit owners within 20 days after a decision is made to
23 enter into the contract and the unit owners are afforded
24 an opportunity by filing a petition, signed by 20% of the
25 unit owners, for an election to approve or disapprove the
26 contract; such petition shall be filed within 30 days

1 after such notice and such election shall be held within
2 30 days after filing the petition; for purposes of this
3 subsection, a board member's immediate family means the
4 board member's spouse, parents, and children;

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

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

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

22 (20) that the board of managers may establish and
23 maintain a system of master metering of public utility
24 services and collect payments in connection therewith,
25 subject to the requirements of the Tenant Utility Payment
26 Disclosure Act; ~~and~~

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

10 The intent of the provisions of Public Act 99-472
11 adding this paragraph (21) is to empower and support
12 boards to act in emergencies; and -

13 (22) that the board of managers may not restrict
14 lawful unit owner participation in meetings through
15 arbitrary forum closures, selective muting,
16 viewpoint-based exclusion, or other actions intended to
17 suppress dissent except as reasonably necessary to
18 maintain order and conduct association business.

19 (b)(1) What percentage of the unit owners, if other
20 than 20%, shall constitute a quorum provided that, for
21 condominiums with 20 or more units, the percentage of unit
22 owners constituting a quorum shall be 20% unless the unit
23 owners holding a majority of the percentage interest in
24 the association provide for a higher percentage, provided
25 that in voting on amendments to the association's bylaws,
26 a unit owner who is in arrears on the unit owner's regular

1 or separate assessments for 60 days or more, shall not be
2 counted for purposes of determining if a quorum is
3 present, but that unit owner retains the right to vote on
4 amendments to the association's bylaws;

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

7 (3) that the members shall hold an annual meeting, one
8 of the purposes of which shall be to elect members of the
9 board of managers;

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

11 (5) that special meetings of the members can be called
12 by the president, board of managers, or by 20% of unit
13 owners;

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

24 (7) that voting shall be on a percentage basis, and
25 that the percentage vote to which each unit is entitled is
26 the percentage interest of the undivided ownership of the

1 common elements appurtenant thereto, provided that the
2 bylaws may provide for approval by unit owners in
3 connection with matters where the requisite approval on a
4 percentage basis is not specified in this Act, on the
5 basis of one vote per unit;

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

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

1 provide, a vote or proxy may be submitted by electronic
2 transmission, provided that any such electronic
3 transmission shall either set forth or be submitted with
4 information from which it can be determined that the
5 electronic transmission was authorized by the unit owner
6 or the unit owner's proxy;

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

1 opportunity to cast votes for candidates whose names do
2 not appear on the ballot; that a ballot received by the
3 association or its designated agent after the close of
4 voting shall not be counted; that a unit owner who submits
5 a ballot by mail or other means of delivery specified in
6 the declaration, bylaws, or rule may request and cast a
7 ballot in person at the election meeting, and thereby void
8 any ballot previously submitted by that unit owner;

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

1 agent timely written notice of their candidacy and must
2 give the person voting through electronic or acceptable
3 technological means the opportunity to cast votes for
4 candidates whose names do not appear on the ballot; a unit
5 owner who submits a vote using electronic or acceptable
6 technological means may request and cast a ballot in
7 person at the election meeting, thereby voiding any vote
8 previously submitted by that unit owner;

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

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

22 (10) that the association may, upon adoption of the
23 appropriate rules by the board of managers, conduct
24 elections by secret ballot whereby the voting ballot is
25 marked only with the percentage interest for the unit and
26 the vote itself, provided that the board further adopt

1 rules to verify the status of the unit owner issuing a
2 proxy or casting a ballot; and further, that a candidate
3 for election to the board of managers or such candidate's
4 representative shall have the right to be present at the
5 counting of ballots at such election;

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

1 (12) the method by which matters subject to the
2 approval of unit owners set forth in this Act, or in the
3 condominium instruments, will be submitted to the unit
4 owners at special membership meetings called for such
5 purposes; and

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

10 (i) merger or consolidation of the association;

11 (ii) sale, lease, exchange, or other disposition
12 (excluding the mortgage or pledge) of all, or
13 substantially all of the property and assets of the
14 association; and

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

17 (c) Election of a president from among the board of
18 managers, who shall preside over the meetings of the board
19 of managers and of the unit owners.

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

25 (e) Election of a treasurer from among the board of
26 managers, who shall keep the financial records and books

1 of account.

2 (f) Maintenance, repair and replacement of the common
3 elements and payments therefor, including the method of
4 approving payment vouchers.

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

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

11 For the purpose of this subsection, a management
12 company shall be defined as a person, partnership,
13 corporation, or other legal entity entitled to transact
14 business on behalf of others, acting on behalf of or as an
15 agent for a unit owner, unit owners or association of unit
16 owners for the purpose of carrying out the duties,
17 responsibilities, and other obligations necessary for the
18 day to day operation and management of any property
19 subject to this Act. For purposes of this subsection, the
20 term "fiduciary insurance coverage" shall be defined as
21 both a fidelity bond and directors and officers liability
22 coverage, the fidelity bond in the full amount of
23 association funds and association reserves that will be in
24 the custody of the association, and the directors and
25 officers liability coverage at a level as shall be
26 determined to be reasonable by the board of managers, if

1 not otherwise established by the declaration or by laws.

2 Until one year after September 21, 1985 (the effective
3 date of Public Act 84-722), if a condominium association
4 has reserves plus assessments in excess of \$250,000 and
5 cannot reasonably obtain 100% fidelity bond coverage for
6 such amount, then it must obtain a fidelity bond coverage
7 of \$250,000.

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

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

17 (j) Designation and removal of personnel necessary for
18 the maintenance, repair and replacement of the common
19 elements.

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

26 (l) Method of adopting and of amending administrative

1 rules and regulations governing the operation and use of
2 the common elements.

3 (m) The percentage of votes required to modify or
4 amend the bylaws, but each one of the particulars set
5 forth in this section shall always be embodied in the
6 bylaws.

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

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

1 and rules and regulations. The board of managers may
2 proceed directly against a tenant, at law or in equity, or
3 under the provisions of Article IX of the Code of Civil
4 Procedure, for any other breach by tenant of any
5 covenants, rules, regulations or bylaws.

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

8 (p) That when 30% or fewer of the units, by number,
9 possess over 50% in the aggregate of the votes in the
10 association, any percentage vote of members specified
11 herein or in the condominium instruments shall require the
12 specified percentage by number of units rather than by
13 percentage of interest in the common elements allocated to
14 units that would otherwise be applicable and garage units
15 or storage units, or both, shall have, in total, no more
16 votes than their aggregate percentage of ownership in the
17 common elements; this shall mean that if garage units or
18 storage units, or both, are to be given a vote, or portion
19 of a vote, that the association must add the total number
20 of votes cast of garage units, storage units, or both, and
21 divide the total by the number of garage units, storage
22 units, or both, and multiply by the aggregate percentage
23 of ownership of garage units and storage units to
24 determine the vote, or portion of a vote, that garage
25 units or storage units, or both, have. For purposes of
26 this subsection (p), when making a determination of

1 whether 30% or fewer of the units, by number, possess over
2 50% in the aggregate of the votes in the association, a
3 unit shall not include a garage unit or a storage unit.

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

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

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

19 (765 ILCS 605/18.4) (from Ch. 30, par. 318.4)

20 Sec. 18.4. Powers and duties of board of managers. The
21 board of managers shall exercise for the association all
22 powers, duties and authority vested in the association by law
23 or the condominium instruments except for such powers, duties
24 and authority reserved by law to the members of the
25 association. The powers and duties of the board of managers

1 shall include, but shall not be limited to, the following:

2 (a) To provide for the operation, care, upkeep,
3 maintenance, replacement and improvement of the common
4 elements. Nothing in this subsection (a) shall be deemed
5 to invalidate any provision in a condominium instrument
6 placing limits on expenditures for the common elements,
7 provided, that such limits shall not be applicable to
8 expenditures for repair, replacement, or restoration of
9 existing portions of the common elements. The term
10 "repair, replacement or restoration" means expenditures to
11 deteriorated or damaged portions of the property related
12 to the existing decorating, facilities, or structural or
13 mechanical components, interior or exterior surfaces, or
14 energy systems and equipment with the functional
15 equivalent of the original portions of such areas.
16 Replacement of the common elements may result in an
17 improvement over the original quality of such elements or
18 facilities; provided that, unless the improvement is
19 mandated by law or is an emergency as defined in item (iv)
20 of subparagraph (8) of paragraph (a) of Section 18, if the
21 improvement results in a proposed expenditure exceeding 5%
22 of the annual budget, the board of managers, upon written
23 petition by unit owners with 20% of the votes of the
24 association delivered to the board within 21 days of the
25 board action to approve the expenditure, shall call a
26 meeting of the unit owners within 30 days of the date of

1 delivery of the petition to consider the expenditure.
2 Unless a majority of the total votes of the unit owners are
3 cast at the meeting to reject the expenditure, it is
4 ratified.

5 (b) To prepare, adopt and distribute the annual budget
6 for the property.

7 (c) To levy and expend assessments.

8 (d) To collect assessments from unit owners.

9 (e) To provide for the employment and dismissal of the
10 personnel necessary or advisable for the maintenance and
11 operation of the common elements.

12 (f) To obtain adequate and appropriate kinds of
13 insurance.

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

16 (h) To adopt and amend rules and regulations covering
17 the details of the operation and use of the property,
18 after a meeting of the unit owners called for the specific
19 purpose of discussing the proposed rules and regulations.
20 Notice of the meeting shall contain the full text of the
21 proposed rules and regulations, and the meeting shall
22 conform to the requirements of Section 18(b) of this Act,
23 except that no quorum is required at the meeting of the
24 unit owners unless the declaration, bylaws or other
25 condominium instrument expressly provides to the contrary.
26 However, no rule or regulation may impair any rights

1 guaranteed by the First Amendment to the Constitution of
2 the United States or Section 4 of Article I of the Illinois
3 Constitution including, but not limited to, the free
4 exercise of religion, nor may any rules or regulations
5 conflict with the provisions of this Act or the
6 condominium instruments. No rule or regulation shall
7 prohibit any reasonable accommodation for religious
8 practices, including the attachment of religiously
9 mandated objects to the front-door area of a condominium
10 unit.

11 (i) To keep detailed, accurate records of the receipts
12 and expenditures affecting the use and operation of the
13 property.

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

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

25 (l) To impose charges for late payment of a unit
26 owner's proportionate share of the common expenses, or any

1 other expenses lawfully agreed upon, and after notice and
2 an opportunity to be heard, to levy reasonable fines for
3 violation of the declaration, by-laws, and rules and
4 regulations of the association.

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

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

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

25 (p) To seek relief on behalf of all unit owners when
26 authorized pursuant to subsection (c) of Section 10 from

1 or in connection with the assessment or levying of real
2 property taxes, special assessments, and any other special
3 taxes or charges of the State of Illinois or of any
4 political subdivision thereof or of any lawful taxing or
5 assessing body.

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

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

24 (s) To adopt and amend rules and regulations (1)
25 authorizing electronic delivery of notices and other
26 communications required or contemplated by this Act to

1 each unit owner who provides the association with written
2 authorization for electronic delivery and an electronic
3 address to which such communications are to be
4 electronically transmitted; and (2) authorizing each unit
5 owner to designate an electronic address or a U.S. Postal
6 Service address, or both, as the unit owner's address on
7 any list of members or unit owners which an association is
8 required to provide upon request pursuant to any provision
9 of this Act or any condominium instrument.

10 In the performance of their duties, the officers and
11 members of the board, whether appointed by the developer or
12 elected by the unit owners, shall exercise the care required
13 of a fiduciary of the unit owners. The officers and members of
14 the board or managing agent may not retaliate against a unit
15 owner for requesting records, attending meetings, filing a
16 complaint, or otherwise exercising rights under this Act.

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

21 The provisions of this Section are applicable to all
22 condominium instruments recorded under this Act. Any portion
23 of a condominium instrument which contains provisions contrary
24 to these provisions shall be void as against public policy and
25 ineffective. Any such instrument that fails to contain the
26 provisions required by this Section shall be deemed to

1 incorporate such provisions by operation of law.

2 (Source: P.A. 99-143, eff. 7-27-15; 99-849, eff. 1-1-17;
3 100-292, eff. 1-1-18.)

4 (765 ILCS 605/37 new)

5 Sec. 37. Remedies. Violations of this Act, including, but
6 not limited to, the timely providing access or copies of
7 association records, may be referred to the Condominium and
8 Common Interest Community Ombudsperson for enforcement.
9 Violations of this Act by a licensed community association
10 manager may be referred to the Department of Financial and
11 Professional Regulation for enforcement.

12 (765 ILCS 605/39 new)

13 Sec. 39. Board member fiduciary training.

14 (a) Beginning January 1 following the effective date of
15 this amendatory Act, at least one member of the board of
16 managers of each condominium association shall complete a
17 training program approved by the Condominium and Common
18 Interest Community Ombudsperson covering fiduciary duties,
19 ethical governance, record-keeping requirements, and
20 anti-retaliation obligations.

21 (b) The board must retain proof of completion of
22 compliance with the training and made available to unit owners
23 upon written request.

1 Section 10. The Condominium and Common Interest Community
2 Ombudsperson Act is amended by changing Sections 20 and 30 as
3 follows:

4 (765 ILCS 615/20)

5 (Section scheduled to be repealed on January 1, 2029)

6 Sec. 20. Office of the Condominium and Common Interest
7 Community Ombudsperson.

8 (a) There is created in the Division of Real Estate within
9 the Department of Financial and Professional Regulation, under
10 the supervision and control of the Secretary, the Office of
11 the Condominium and Common Interest Community Ombudsperson.

12 (b) The Department shall name an Ombudsperson and other
13 persons as necessary to discharge the requirements of this
14 Act. The Ombudsperson shall have the powers delegated to him
15 or her by the Department, in addition to the powers set forth
16 in this Act.

17 (c) Neither the Ombudsperson nor the Department shall have
18 any authority to consider matters that may constitute grounds
19 for charges or complaints under the Illinois Human Rights Act
20 or that are properly brought before the Department of Human
21 Rights or the Illinois Human Rights Commission, before a
22 comparable department or body established by a county,
23 municipality, or township pursuant to an ordinance prohibiting
24 discrimination and established for the purpose of
25 investigating and adjudicating charges or complaints of

1 discrimination under the ordinance, or before a federal agency
2 or commission that administers and enforces federal
3 anti-discrimination laws and investigates and adjudicates
4 charges or complaints of discrimination under such laws.

5 (d) Information and advice provided by the Ombudsperson
6 has no binding legal effect and is not subject to the
7 provisions of the Illinois Administrative Procedure Act.

8 (e) The Office may receive and review complaints relating
9 to condominium governance, managing agent conduct, and
10 compliance with this Act.

11 (f) The Office may:

12 (1) provide information and assistance to unit owners,
13 boards of managers, and managing agents;

14 (2) request documentation relevant to a complaint;

15 (3) refer matters for investigation or enforcement as
16 appropriate; and

17 (4) identify systemic issues and recommend corrective
18 actions.

19 (g) The Office may not adjudicate disputes, impose
20 penalties, or award damages.

21 (h) The Office may establish or contract for a voluntary,
22 low-cost mediation program to assist in resolving disputes
23 arising under this Act. Participation in mediation is not
24 required as a condition before a party files a civil action
25 unless otherwise agreed by the parties.

26 (Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A.

1 99-776 for effective date of P.A. 98-1135); 99-776, eff.
2 8-12-16.)

3 (765 ILCS 615/30)

4 (Section scheduled to be repealed on January 1, 2029)

5 Sec. 30. Website; toll-free number.

6 (a) The Office shall maintain on the Department's website
7 the following information:

8 (1) the text of this Act, the Condominium Property
9 Act, the Common Interest Community Association Act, and
10 any other statute, administrative rule, or regulation that
11 the Ombudsperson determines is relevant to the operation
12 and management of a condominium association or common
13 interest community association;

14 (2) information concerning non-judicial resolution of
15 disputes that may arise within a condominium or common
16 interest community, including, but not limited to,
17 alternative dispute resolution programs and contacts for
18 locally-available dispute resolution programs;

19 (3) a description of the services provided by the
20 Ombudsperson and information on how to contact the
21 Ombudsperson for assistance; and

22 (4) any other information that the Ombudsperson
23 determines is useful to unit owners, associations, boards
24 of managers, and boards of directors.

25 (a-5) The Office shall publish an annual report

1 summarizing in aggregate form that does not include any
2 personally identifying information the following:

3 (A) the number and general categories of
4 complaints received under this Act;

5 (B) common types of violations identified; and

6 (C) aggregate enforcement actions taken involving
7 licensed managing agents.

8 (b) The Office may make available during regular business
9 hours a statewide toll-free telephone number to provide
10 information and resources on matters relating to condominium
11 property and common interest community property.

12 (Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A.
13 99-776 for effective date of P.A. 98-1135); 99-776, eff.
14 8-12-16.)

1 INDEX

2 Statutes amended in order of appearance

3 765 ILCS 605/1.1 new

4 765 ILCS 605/2 from Ch. 30, par. 302

5 765 ILCS 605/18 from Ch. 30, par. 318

6 765 ILCS 605/18.4 from Ch. 30, par. 318.4

7 765 ILCS 605/37 new

8 765 ILCS 605/39 new

9 765 ILCS 615/20

10 765 ILCS 615/30