



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

SB2125

Introduced 2/7/2025, by Sen. Mike Simmons

SYNOPSIS AS INTRODUCED:

765 ILCS 605/15
765 ILCS 605/18

from Ch. 30, par. 315
from Ch. 30, par. 318

Amends the Condominium Property Act. Provides that a vote to sell the property shall take place at one meeting called for such purpose and may be extended by no more than 24 hours. Provides that notice of the meeting shall be provided 72 hours in advance to all unit owners. Provides that upon an affirmative vote to sell the property, the board shall notify all State and local legislators representing the legislative district in which the property lies of the intent to sign a contract for sale of the property at least 90 days before signing the contract for sale. Provides that the bylaws that include matters subject to the affirmative vote of not less than 2/3 of the votes of unit owners at a meeting called for that purpose must include the investigation and initiation of a bulk sale of the property.

LRB104 09818 JRC 19886 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 15 and 18 as follows:

6 (765 ILCS 605/15) (from Ch. 30, par. 315)

7 Sec. 15. Sale of property.

8 (a) Unless a greater percentage is provided for in the
9 declaration or bylaws, and notwithstanding the provisions of
10 Sections 13 and 14 hereof, a majority of the unit owners where
11 the property contains 2 units, or not less than 66 2/3% where
12 the property contains three units, and not less than 75% where
13 the property contains 4 or more units may, by affirmative vote
14 at a meeting of unit owners duly called for such purpose, elect
15 to sell the property. Such action shall be binding upon all
16 unit owners, and it shall thereupon become the duty of every
17 unit owner to execute and deliver such instruments and to
18 perform all acts as in manner and form may be necessary to
19 effect such sale, provided, however, that any unit owner who
20 did not vote in favor of such action and who has filed written
21 objection thereto with the manager or board of managers within
22 20 days after the date of the meeting at which such sale was
23 approved shall be entitled to receive from the proceeds of

1 such sale an amount equivalent to the greater of: (i) the value
2 of his or her interest, as determined by a fair appraisal, less
3 the amount of any unpaid assessments or charges due and owing
4 from such unit owner or (ii) the outstanding balance of any
5 bona fide debt secured by the objecting unit owner's interest
6 which was incurred by such unit owner in connection with the
7 acquisition or refinance of the unit owner's interest, less
8 the amount of any unpaid assessments or charges due and owing
9 from such unit owner. The objecting unit owner is also
10 entitled to receive from the proceeds of a sale under this
11 Section reimbursement for reasonable relocation costs,
12 determined in the same manner as under the federal Uniform
13 Relocation Assistance and Real Property Acquisition Policies
14 Act of 1970, as amended from time to time, and as implemented
15 by regulations promulgated under that Act.

16 (a-5) A vote to sell the property shall take place at one
17 meeting called for such purpose and may be extended by no more
18 than 24 hours. Notice of a meeting called for such purpose
19 shall be provided 72 hours in advance to all unit owners
20 consistent with the requirements of subparagraph (E) of
21 paragraph (9) of subsection (a) of Section 18.

22 (a-10) Upon an affirmative vote to sell the property, the
23 Board shall notify all State and local legislators
24 representing the district in which the property lies of the
25 Board's intent to sign a contract for sale of the property at
26 least 90 days before signing the contract for sale.

1 (b) If there is a disagreement as to the value of the
2 interest of a unit owner who did not vote in favor of the sale
3 of the property, that unit owner shall have a right to
4 designate an expert in appraisal or property valuation to
5 represent him, in which case, the prospective purchaser of the
6 property shall designate an expert in appraisal or property
7 valuation to represent him, and both of these experts shall
8 mutually designate a third expert in appraisal or property
9 valuation. The 3 experts shall constitute a panel to determine
10 by vote of at least 2 of the members of the panel, the value of
11 that unit owner's interest in the property. The changes made
12 by this amendatory Act of the 100th General Assembly apply to
13 sales under this Section that are pending or commenced on and
14 after the effective date of this amendatory Act of the 100th
15 General Assembly.

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

17 (765 ILCS 605/18) (from Ch. 30, par. 318)

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

20 (a)(1) The election from among the unit owners of a
21 board of managers, the number of persons constituting such
22 board, and that the terms of at least one-third of the
23 members of the board shall expire annually and that all
24 members of the board shall be elected at large; if there
25 are multiple owners of a single unit, only one of the

1 multiple owners shall be eligible to serve as a member of
2 the board at any one time. A declaration first submitting
3 property to the provisions of this Act, in accordance with
4 Section 3 after the effective date of this amendatory Act
5 of the 102nd General Assembly, or an amendment to the
6 condominium instruments adopted in accordance with Section
7 27 after the effective date of this amendatory Act of the
8 102nd General Assembly, may provide that a majority of the
9 board of managers, or such lesser number as may be
10 specified in the declaration, must be comprised of unit
11 owners occupying their unit as their primary residence;
12 provided that the condominium instruments may not require
13 that more than a majority of the board shall be comprised
14 of unit owners who occupy their unit as their principal
15 residence;

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

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

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

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

23 (6) that each unit owner shall receive, at least 25
24 days prior to the adoption thereof by the board of
25 managers, a copy of the proposed annual budget together
26 with an indication of which portions are intended for

1 reserves, capital expenditures or repairs or payment of
2 real estate taxes;

3 (7) that the board of managers shall annually supply
4 to all unit owners an itemized accounting of the common
5 expenses for the preceding year actually incurred or paid,
6 together with an indication of which portions were for
7 reserves, capital expenditures or repairs or payment of
8 real estate taxes and with a tabulation of the amounts
9 collected pursuant to the budget or assessment, and
10 showing the net excess or deficit of income over
11 expenditures plus reserves;

12 (8) (i) that each unit owner shall receive notice, in
13 the same manner as is provided in this Act for membership
14 meetings, of any meeting of the board of managers
15 concerning the adoption of the proposed annual budget and
16 regular assessments pursuant thereto or to adopt a
17 separate (special) assessment, (ii) that except as
18 provided in subsection (iv) below, if an adopted budget or
19 any separate assessment adopted by the board would result
20 in the sum of all regular and separate assessments payable
21 in the current fiscal year exceeding 115% of the sum of all
22 regular and separate assessments payable during the
23 preceding fiscal year, the board of managers, upon written
24 petition by unit owners with 20 percent of the votes of the
25 association delivered to the board within 21 days of the
26 board action, shall call a meeting of the unit owners

1 within 30 days of the date of delivery of the petition to
2 consider the budget or separate assessment; unless a
3 majority of the total votes of the unit owners are cast at
4 the meeting to reject the budget or separate assessment,
5 it is ratified, (iii) that any common expense not set
6 forth in the budget or any increase in assessments over
7 the amount adopted in the budget shall be separately
8 assessed against all unit owners, (iv) that separate
9 assessments for expenditures relating to emergencies or
10 mandated by law may be adopted by the board of managers
11 without being subject to unit owner approval or the
12 provisions of item (ii) above or item (v) below. As used
13 herein, "emergency" means an immediate danger to the
14 structural integrity of the common elements or to the
15 life, health, safety or property of the unit owners, (v)
16 that assessments for additions and alterations to the
17 common elements or to association-owned property not
18 included in the adopted annual budget, shall be separately
19 assessed and are subject to approval of two-thirds of the
20 total votes of all unit owners, (vi) that the board of
21 managers may adopt separate assessments payable over more
22 than one fiscal year. With respect to multi-year
23 assessments not governed by items (iv) and (v), the entire
24 amount of the multi-year assessment shall be deemed
25 considered and authorized in the first fiscal year in
26 which the assessment is approved;

1 (9) (A) that every meeting of the board of managers
2 shall be open to any unit owner, except that the board may
3 close any portion of a noticed meeting or meet separately
4 from a noticed meeting to: (i) discuss litigation when an
5 action against or on behalf of the particular association
6 has been filed and is pending in a court or administrative
7 tribunal, or when the board of managers finds that such an
8 action is probable or imminent, (ii) discuss the
9 appointment, employment, engagement, or dismissal of an
10 employee, independent contractor, agent, or other provider
11 of goods and services, (iii) interview a potential
12 employee, independent contractor, agent, or other provider
13 of goods and services, (iv) discuss violations of rules
14 and regulations of the association, (v) discuss a unit
15 owner's unpaid share of common expenses, or (vi) consult
16 with the association's legal counsel; that any vote on
17 these matters shall take place at a meeting of the board of
18 managers or portion thereof open to any unit owner;

19 (B) that board members may participate in and act at
20 any meeting of the board of managers in person, by
21 telephonic means, or by use of any acceptable
22 technological means whereby all persons participating in
23 the meeting can communicate with each other; that
24 participation constitutes attendance and presence in
25 person at the meeting;

26 (C) that any unit owner may record the proceedings at

1 meetings of the board of managers or portions thereof
2 required to be open by this Act by tape, film or other
3 means, and that the board may prescribe reasonable rules
4 and regulations to govern the right to make such
5 recordings;

6 (D) that notice of every meeting of the board of
7 managers shall be given to every board member at least 48
8 hours prior thereto, unless the board member waives notice
9 of the meeting pursuant to subsection (a) of Section 18.8;
10 and

11 (E) that notice of every meeting of the board of
12 managers shall be posted in entranceways, elevators, or
13 other conspicuous places in the condominium at least 48
14 hours prior to the meeting of the board of managers except
15 where there is no common entranceway for 7 or more units,
16 the board of managers may designate one or more locations
17 in the proximity of these units where the notices of
18 meetings shall be posted; that notice of every meeting of
19 the board of managers shall also be given at least 48 hours
20 prior to the meeting, or such longer notice as this Act may
21 separately require, to: (i) each unit owner who has
22 provided the association with written authorization to
23 conduct business by acceptable technological means, and
24 (ii) to the extent that the condominium instruments of an
25 association require, to each other unit owner, as required
26 by subsection (f) of Section 18.8, by mail or delivery,

1 and that no other notice of a meeting of the board of
2 managers need be given to any unit owner;

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

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

8 (12) the designation of an officer to mail and receive
9 all notices and execute amendments to condominium
10 instruments as provided for in this Act and in the
11 condominium instruments;

12 (13) the method of filling vacancies on the board
13 which shall include authority for the remaining members of
14 the board to fill the vacancy by two-thirds vote until the
15 next annual meeting of unit owners or for a period
16 terminating no later than 30 days following the filing of
17 a petition signed by unit owners holding 20% of the votes
18 of the association requesting a meeting of the unit owners
19 to fill the vacancy for the balance of the term, and that a
20 meeting of the unit owners shall be called for purposes of
21 filling a vacancy on the board no later than 30 days
22 following the filing of a petition signed by unit owners
23 holding 20% of the votes of the association requesting
24 such a meeting, and the method of filling vacancies among
25 the officers that shall include the authority for the
26 members of the board to fill the vacancy for the unexpired

1 portion of the term;

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

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

6 (16) the board of managers may not enter into a
7 contract with a current board member or with a corporation
8 or partnership in which a board member or a member of the
9 board member's immediate family has 25% or more interest,
10 unless notice of intent to enter the contract is given to
11 unit owners within 20 days after a decision is made to
12 enter into the contract and the unit owners are afforded
13 an opportunity by filing a petition, signed by 20% of the
14 unit owners, for an election to approve or disapprove the
15 contract; such petition shall be filed within 30 days
16 after such notice and such election shall be held within
17 30 days after filing the petition; for purposes of this
18 subsection, a board member's immediate family means the
19 board member's spouse, parents, and children;

20 (17) that the board of managers may disseminate to
21 unit owners biographical and background information about
22 candidates for election to the board if (i) reasonable
23 efforts to identify all candidates are made and all
24 candidates are given an opportunity to include
25 biographical and background information in the information
26 to be disseminated; and (ii) the board does not express a

1 preference in favor of any candidate;

2 (18) any proxy distributed for board elections by the
3 board of managers gives unit owners the opportunity to
4 designate any person as the proxy holder, and gives the
5 unit owner the opportunity to express a preference for any
6 of the known candidates for the board or to write in a
7 name;

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

11 (20) that the board of managers may establish and
12 maintain a system of master metering of public utility
13 services and collect payments in connection therewith,
14 subject to the requirements of the Tenant Utility Payment
15 Disclosure Act; and

16 (21) that the board may ratify and confirm actions of
17 the members of the board taken in response to an
18 emergency, as that term is defined in subdivision
19 (a)(8)(iv) of this Section; that the board shall give
20 notice to the unit owners of: (i) the occurrence of the
21 emergency event within 7 business days after the emergency
22 event, and (ii) the general description of the actions
23 taken to address the event within 7 days after the
24 emergency event.

25 The intent of the provisions of Public Act 99-472
26 adding this paragraph (21) is to empower and support

1 boards to act in emergencies.

2 (b) (1) What percentage of the unit owners, if other
3 than 20%, shall constitute a quorum provided that, for
4 condominiums with 20 or more units, the percentage of unit
5 owners constituting a quorum shall be 20% unless the unit
6 owners holding a majority of the percentage interest in
7 the association provide for a higher percentage, provided
8 that in voting on amendments to the association's bylaws,
9 a unit owner who is in arrears on the unit owner's regular
10 or separate assessments for 60 days or more, shall not be
11 counted for purposes of determining if a quorum is
12 present, but that unit owner retains the right to vote on
13 amendments to the association's bylaws;

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

16 (3) that the members shall hold an annual meeting, one
17 of the purposes of which shall be to elect members of the
18 board of managers;

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

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

23 (6) that written notice of any membership meeting
24 shall be mailed or delivered giving members no less than
25 10 and no more than 30 days notice of the time, place and
26 purpose of such meeting except that notice may be sent, to

1 the extent the condominium instruments or rules adopted
2 thereunder expressly so provide, by electronic
3 transmission consented to by the unit owner to whom the
4 notice is given, provided the director and officer or his
5 agent certifies in writing to the delivery by electronic
6 transmission;

7 (7) that voting shall be on a percentage basis, and
8 that the percentage vote to which each unit is entitled is
9 the percentage interest of the undivided ownership of the
10 common elements appurtenant thereto, provided that the
11 bylaws may provide for approval by unit owners in
12 connection with matters where the requisite approval on a
13 percentage basis is not specified in this Act, on the
14 basis of one vote per unit;

15 (8) that, where there is more than one owner of a unit,
16 if only one of the multiple owners is present at a meeting
17 of the association, he is entitled to cast all the votes
18 allocated to that unit, if more than one of the multiple
19 owners are present, the votes allocated to that unit may
20 be cast only in accordance with the agreement of a
21 majority in interest of the multiple owners, unless the
22 declaration expressly provides otherwise, that there is
23 majority agreement if any one of the multiple owners cast
24 the votes allocated to that unit without protest being
25 made promptly to the person presiding over the meeting by
26 any of the other owners of the unit;

1 (9) (A) except as provided in subparagraph (B) of this
2 paragraph (9) in connection with board elections, that a
3 unit owner may vote by proxy executed in writing by the
4 unit owner or by his duly authorized attorney in fact;
5 that the proxy must bear the date of execution and, unless
6 the condominium instruments or the written proxy itself
7 provide otherwise, is invalid after 11 months from the
8 date of its execution; to the extent the condominium
9 instruments or rules adopted thereunder expressly so
10 provide, a vote or proxy may be submitted by electronic
11 transmission, provided that any such electronic
12 transmission shall either set forth or be submitted with
13 information from which it can be determined that the
14 electronic transmission was authorized by the unit owner
15 or the unit owner's proxy;

16 (B) that if a rule adopted at least 120 days before a
17 board election or the declaration or bylaws provide for
18 balloting as set forth in this subsection, unit owners may
19 not vote by proxy in board elections, but may vote only (i)
20 by submitting an association-issued ballot in person at
21 the election meeting or (ii) by submitting an
22 association-issued ballot to the association or its
23 designated agent by mail or other means of delivery
24 specified in the declaration, bylaws, or rule; that the
25 ballots shall be mailed or otherwise distributed to unit
26 owners not less than 10 and not more than 30 days before

1 the election meeting, and the board shall give unit owners
2 not less than 21 days' prior written notice of the
3 deadline for inclusion of a candidate's name on the
4 ballots; that the deadline shall be no more than 7 days
5 before the ballots are mailed or otherwise distributed to
6 unit owners; that every such ballot must include the names
7 of all candidates who have given the board or its
8 authorized agent timely written notice of their candidacy
9 and must give the person casting the ballot the
10 opportunity to cast votes for candidates whose names do
11 not appear on the ballot; that a ballot received by the
12 association or its designated agent after the close of
13 voting shall not be counted; that a unit owner who submits
14 a ballot by mail or other means of delivery specified in
15 the declaration, bylaws, or rule may request and cast a
16 ballot in person at the election meeting, and thereby void
17 any ballot previously submitted by that unit owner;

18 (B-5) that if a rule adopted at least 120 days before a
19 board election or the declaration or bylaws provide for
20 balloting as set forth in this subparagraph, unit owners
21 may not vote by proxy in board elections, but may vote only
22 (i) by submitting an association-issued ballot in person
23 at the election meeting; or (ii) by any acceptable
24 technological means as defined in Section 2 of this Act;
25 instructions regarding the use of electronic means for
26 voting shall be distributed to all unit owners not less

1 than 10 and not more than 30 days before the election
2 meeting, and the board shall give unit owners not less
3 than 21 days' prior written notice of the deadline for
4 inclusion of a candidate's name on the ballots; the
5 deadline shall be no more than 7 days before the
6 instructions for voting using electronic or acceptable
7 technological means is distributed to unit owners; every
8 instruction notice must include the names of all
9 candidates who have given the board or its authorized
10 agent timely written notice of their candidacy and must
11 give the person voting through electronic or acceptable
12 technological means the opportunity to cast votes for
13 candidates whose names do not appear on the ballot; a unit
14 owner who submits a vote using electronic or acceptable
15 technological means may request and cast a ballot in
16 person at the election meeting, thereby voiding any vote
17 previously submitted by that unit owner;

18 (C) that if a written petition by unit owners with at
19 least 20% of the votes of the association is delivered to
20 the board within 30 days after the board's approval of a
21 rule adopted pursuant to subparagraph (B) or subparagraph
22 (B-5) of this paragraph (9), the board shall call a
23 meeting of the unit owners within 30 days after the date of
24 delivery of the petition; that unless a majority of the
25 total votes of the unit owners are cast at the meeting to
26 reject the rule, the rule is ratified;

1 (D) that votes cast by ballot under subparagraph (B)
2 or electronic or acceptable technological means under
3 subparagraph (B-5) of this paragraph (9) are valid for the
4 purpose of establishing a quorum;

5 (10) that the association may, upon adoption of the
6 appropriate rules by the board of managers, conduct
7 elections by secret ballot whereby the voting ballot is
8 marked only with the percentage interest for the unit and
9 the vote itself, provided that the board further adopt
10 rules to verify the status of the unit owner issuing a
11 proxy or casting a ballot; and further, that a candidate
12 for election to the board of managers or such candidate's
13 representative shall have the right to be present at the
14 counting of ballots at such election;

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

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

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

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

19 (i) merger or consolidation of the association;

20 (ii) sale, lease, exchange, or other disposition
21 (excluding the mortgage or pledge) of all, or
22 substantially all of the property and assets of the
23 association; ~~and~~

24 (iii) the purchase or sale of land or of units on
25 behalf of all unit owners; and -

26 (iv) the investigation and initiation of a bulk

1 sale of the property under Section 15 of this Act,
2 including obtaining information, consulting with real
3 estate professionals, and negotiating offers.

4 (c) Election of a president from among the board of
5 managers, who shall preside over the meetings of the board
6 of managers and of the unit owners.

7 (d) Election of a secretary from among the board of
8 managers, who shall keep the minutes of all meetings of
9 the board of managers and of the unit owners and who shall,
10 in general, perform all the duties incident to the office
11 of secretary.

12 (e) Election of a treasurer from among the board of
13 managers, who shall keep the financial records and books
14 of account.

15 (f) Maintenance, repair and replacement of the common
16 elements and payments therefor, including the method of
17 approving payment vouchers.

18 (g) An association with 30 or more units shall obtain
19 and maintain fidelity insurance covering persons who
20 control or disburse funds of the association for the
21 maximum amount of coverage available to protect funds in
22 the custody or control of the association plus the
23 association reserve fund. All management companies which
24 are responsible for the funds held or administered by the
25 association shall maintain and furnish to the association
26 a fidelity bond for the maximum amount of coverage

1 available to protect funds in the custody of the
2 management company at any time. The association shall bear
3 the cost of the fidelity insurance and fidelity bond,
4 unless otherwise provided by contract between the
5 association and a management company. The association
6 shall be the direct obligee of any such fidelity bond. A
7 management company holding reserve funds of an association
8 shall at all times maintain a separate account for each
9 association, provided, however, that for investment
10 purposes, the Board of Managers of an association may
11 authorize a management company to maintain the
12 association's reserve funds in a single interest bearing
13 account with similar funds of other associations. The
14 management company shall at all times maintain records
15 identifying all moneys of each association in such
16 investment account. The management company may hold all
17 operating funds of associations which it manages in a
18 single operating account but shall at all times maintain
19 records identifying all moneys of each association in such
20 operating account. Such operating and reserve funds held
21 by the management company for the association shall not be
22 subject to attachment by any creditor of the management
23 company.

24 For the purpose of this subsection, a management
25 company shall be defined as a person, partnership,
26 corporation, or other legal entity entitled to transact

1 business on behalf of others, acting on behalf of or as an
2 agent for a unit owner, unit owners or association of unit
3 owners for the purpose of carrying out the duties,
4 responsibilities, and other obligations necessary for the
5 day to day operation and management of any property
6 subject to this Act. For purposes of this subsection, the
7 term "fiduciary insurance coverage" shall be defined as
8 both a fidelity bond and directors and officers liability
9 coverage, the fidelity bond in the full amount of
10 association funds and association reserves that will be in
11 the custody of the association, and the directors and
12 officers liability coverage at a level as shall be
13 determined to be reasonable by the board of managers, if
14 not otherwise established by the declaration or by laws.

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

21 (h) Method of estimating the amount of the annual
22 budget, and the manner of assessing and collecting from
23 the unit owners their respective shares of such estimated
24 expenses, and of any other expenses lawfully agreed upon.

25 (i) That upon 10 days notice to the manager or board of
26 managers and payment of a reasonable fee, any unit owner

1 shall be furnished a statement of his account setting
2 forth the amount of any unpaid assessments or other
3 charges due and owing from such owner.

4 (j) Designation and removal of personnel necessary for
5 the maintenance, repair and replacement of the common
6 elements.

7 (k) Such restrictions on and requirements respecting
8 the use and maintenance of the units and the use of the
9 common elements, not set forth in the declaration, as are
10 designed to prevent unreasonable interference with the use
11 of their respective units and of the common elements by
12 the several unit owners.

13 (l) Method of adopting and of amending administrative
14 rules and regulations governing the operation and use of
15 the common elements.

16 (m) The percentage of votes required to modify or
17 amend the bylaws, but each one of the particulars set
18 forth in this section shall always be embodied in the
19 bylaws.

20 (n)(i) The provisions of this Act, the declaration,
21 bylaws, other condominium instruments, and rules and
22 regulations that relate to the use of the individual unit
23 or the common elements shall be applicable to any person
24 leasing a unit and shall be deemed to be incorporated in
25 any lease executed or renewed on or after August 30, 1984
26 (the effective date of Public Act 83-1271).

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

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

21 (p) That when 30% or fewer of the units, by number,
22 possess over 50% in the aggregate of the votes in the
23 association, any percentage vote of members specified
24 herein or in the condominium instruments shall require the
25 specified percentage by number of units rather than by
26 percentage of interest in the common elements allocated to

1 units that would otherwise be applicable and garage units
2 or storage units, or both, shall have, in total, no more
3 votes than their aggregate percentage of ownership in the
4 common elements; this shall mean that if garage units or
5 storage units, or both, are to be given a vote, or portion
6 of a vote, that the association must add the total number
7 of votes cast of garage units, storage units, or both, and
8 divide the total by the number of garage units, storage
9 units, or both, and multiply by the aggregate percentage
10 of ownership of garage units and storage units to
11 determine the vote, or portion of a vote, that garage
12 units or storage units, or both, have. For purposes of
13 this subsection (p), when making a determination of
14 whether 30% or fewer of the units, by number, possess over
15 50% in the aggregate of the votes in the association, a
16 unit shall not include a garage unit or a storage unit.

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

24 The provisions of this Section are applicable to all
25 condominium instruments recorded under this Act. Any portion
26 of a condominium instrument which contains provisions contrary

1 to these provisions shall be void as against public policy and
2 ineffective. Any such instrument which fails to contain the
3 provisions required by this Section shall be deemed to
4 incorporate such provisions by operation of law.

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