



## 104TH GENERAL ASSEMBLY

### State of Illinois

2025 and 2026

SB3674

Introduced 2/5/2026, by Sen. Rachel Ventura

#### SYNOPSIS AS INTRODUCED:

New Act

Creates the Multi-Unit Residential Rental Property Right of First Refusal Act. Requires the owner of a multi-unit residential rental property that offers the property for sale to provide written notice to each tenant and the tenants' association offering the tenants' association an opportunity to purchase the property at a price and terms that represent a bona fide offer of sale. Exempts property governed by the Condominium Property Act. Provides that the tenants, by and through the tenants' association, have the right to purchase the residential rental property if the tenants meet the price, terms, and conditions of the property owner by executing a contract with the property owner within 60 days, unless agreed to otherwise, from the date of mailing of the notice. Provides that, if a contract between the owner and the association is not executed within the 60-day period, the property owner has no further obligation under the Act unless the owner thereafter elects to offer the property at a price materially lower than the price specified in the notice provided to the association. Defines a materially lower price as a price that is at least 20% lower than the price specified in the notice to the officers of the tenants' association. Provides that if the property owner thereafter elects to offer the property at a price materially lower than the price specified in the notice, the tenants, by and through the tenants' association, have an additional 10 days to meet the new price, terms, and conditions by executing a contract. Provides this right to purchase the property is void if no contract for sale by the tenants' association and the property owner has been reached within the 60-day period or any additional 10-day period. Authorizes the property owner to record in the county in which the property is located an affidavit that the owner has complied with the Act's requirements. Specifies that if the tenants wish to exercise the rights under the Act, they must form an association that must be a corporation or a not-for-profit corporation with the written consent of two-thirds of all of the tenants. Sets out requirements for matters to be included in the articles of incorporation, bylaws, and power and duties of the tenants' association. Allows an aggrieved party to file a civil action for damages. Makes other changes.

LRB104 18642 JRC 32085 b

A BILL FOR

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 1. Short title. This Act may be cited as the  
5 Multi-Unit Residential Rental Property Right of First Refusal  
6 Act.

7 Section 5. Definitions. As used in this Act:

8 "Appraised value" means the value of a multi-unit  
9 residential property on the date of its appraisal, based on an  
10 objective, independent property valuation, performed according  
11 to professional appraisal industry standards.

12 "Association" or "tenants' association" means a  
13 corporation or not-for-profit corporation of which at least  
14 two-thirds of the tenants of a multi-unit residential rental  
15 property have consented in writing to become members or  
16 shareholders. "Association" does not include an entity  
17 governed by the Condominium Property Act.

18 "Bona fide offer of sale" means either:

19 (1) an offer of sale for a price and other material  
20 terms that are at least as favorable as those accepted by a  
21 purchaser in an arm's length, third-party contract; or

22 (2) in the absence of an arm's length, third-party  
23 contract, an offer for sale for the appraised value or at a

1 price and other material terms that are comparable to  
2 those that would be accepted by a willing seller and a  
3 willing buyer.

4 "Highest and best use" means the legal use of a property  
5 that is physically possible, appropriately supported, and  
6 financially feasible and that results in the highest value of  
7 the property.

8 "Member" or "shareholder" means a tenant of a multi-unit  
9 residential property who consents to be bound by the articles  
10 of incorporation, bylaws, and policies of a tenants'  
11 association formed for a multi-unit residential rental  
12 property under this Act.

13 "Multi-unit residential rental property" means a  
14 residential building or group of residential buildings  
15 operated as one entity that contain 2 or more distinct  
16 dwelling units available for rent.

17 "Owner" means the persons, firm, partnership, corporation,  
18 trust, organization, limited liability company or other  
19 entity, or its successors or assigns that holds title to a  
20 rental property. An individual who owns a single unit within a  
21 multi-unit residential property that they offer for rent is  
22 not considered the owner of a multi-unit residential rental  
23 property.

24 Section 10. Right of first refusal.

25 (a) This Act shall be construed to confer a right of first

1 refusal to purchase any multi-unit residential rental property  
2 for sale upon the tenants of such property under the terms set  
3 forth herein.

4 (b) If an owner of a multi-unit residential rental  
5 property offers the multi-unit residential rental property for  
6 sale, the owner shall provide a written notice of intent to  
7 sell to the Illinois Housing Development Authority and to each  
8 unit of the multi-unit residential rental property offering  
9 the tenant an opportunity to purchase the multi-unit  
10 residential rental property at a price and terms that  
11 represent a bona fide offer of sale. The notice required by  
12 this subsection must be delivered in person or mailed, by  
13 certified or registered mail, return receipt requested, on a  
14 form provided by the Illinois Housing Development Authority.  
15 The written notice shall include, at a minimum:

16 (1) The name, address, and telephone number of each  
17 owner of the multi-unit residential rental property;

18 (2) The address of the multi-unit residential rental  
19 property;

20 (3) the asking price for the multi-unit residential  
21 rental property and material terms of the sale;

22 (4) a statement that the tenants have the right to  
23 purchase the multi-unit residential rental property by and  
24 through the tenants' association;

25 (5) a statement as to whether a contract with a third  
26 party exists for sale of the multi-unit residential

1 property and, if so, further notice that the owner must  
2 make a copy of the contract available to the tenant within  
3 7 days after receiving a request for it; and

4 (6) a statement that the owner shall make available to  
5 the tenant a floor plan of the building and an itemized  
6 list of monthly operating expenses, utility consumption  
7 rates, and capital expenditures for each of the 2  
8 preceding calendar years within 7 days after receiving a  
9 request. The statement shall also indicate that the owner  
10 shall, at the same time, make available the most recent  
11 rent roll, list of tenants, and list of vacant apartments.  
12 If the owner does not have a floor plan, the owner may meet  
13 the requirement to provide a floor plan by stating in  
14 writing to the tenant that the owner does not have a floor  
15 plan. The owner shall also post a Notice of Intent to Sell  
16 in a form provided by Illinois Housing Development  
17 Authority at all public entrances to the multi-unit  
18 residential rental property.

19 (c) The tenants, by and through a tenants' association  
20 created under Section 30, have the right to purchase the  
21 multi-unit residential rental property if the tenants (i) meet  
22 the price, terms, and conditions of the property owner by  
23 executing a contract with the property owner within 60 days,  
24 unless agreed to otherwise, of the owner's receipt of the  
25 association's Notice of Intent to Purchase and (ii) have  
26 complied with Sections 30 through 50. If a contract between

1 the owner and the association is not executed within the  
2 60-day period, the property owner has no further obligation  
3 under this subsection unless the owner thereafter elects to  
4 offer the multi-unit residential rental property at a price  
5 materially lower than the price specified in the notice  
6 provided to the association. For purposes of this Section, a  
7 materially lower price is a price that is at least 20% lower  
8 than the price specified in the notice to the officers of the  
9 tenants' association.

10 (d) If the property owner thereafter elects to offer the  
11 multi-unit residential rental property at a price materially  
12 lower than the price specified in the notice, the tenants, by  
13 and through the tenants' association, have an additional 10  
14 days to meet the price, terms, and conditions of the property  
15 owner by executing a contract.

16 (1) The sales price contained in the offer of sale  
17 shall be less than or equal to a price and other material  
18 terms comparable to that at which a willing seller and a  
19 willing buyer would sell and purchase the multi-unit  
20 residential rental property or the appraised value of the  
21 residential rental property as determined by this Section.

22 (2) An appraised value may be based only on rights an  
23 owner has as of the date of the offer, including any  
24 existing right an owner may have to convert the multi-unit  
25 residential rental property to another use. An appraised  
26 value may take into consideration the highest and best use

1 of the multi-unit residential rental property.

2 (3) The owner of the multi-unit residential rental  
3 property has the burden of proof to establish that an  
4 offer of sale under this Section is a bona fide offer of  
5 sale.

6 (e) If, within 60 days, plus any additional 10-day period,  
7 a contract for sale signed by the tenants' association and the  
8 property owner has not been entered into, the right provided  
9 in this Section to purchase the multi-unit residential rental  
10 property is void and of no further force and effect.

11 (f) Notices required by this Section shall be in writing  
12 and shall be delivered by placing the notice in the United  
13 States mail addressed to each tenant and the officers of the  
14 tenants' association. Each notice is deemed given upon the  
15 deposit of the notice in the United States mail.

16 (g) Multi-unit property that is governed by the  
17 Condominium Property Act is exempt from this Act.

18 Section 15. Affidavit of compliance with statutory  
19 requirements.

20 (a) The owner of a multi-unit residential rental property  
21 may at any time record with the Illinois Housing Development  
22 Authority and in the official real estate records of the  
23 county or jurisdiction where the multi-unit residential  
24 property is located an affidavit in which the owner certifies  
25 that:

- 1           (1) the owner has complied with Section 10;
- 2           (2) notwithstanding the owner's compliance with the  
3 provisions of Section 10, no contract has been executed  
4 for the sale of the multi-unit residential rental property  
5 between the owner and the tenants' association for the  
6 multi-unit residential property;
- 7           (3) the provisions of Section 10 are inapplicable to a  
8 particular sale or transfer of the multi-unit residential  
9 rental property by the owner and compliance with Section  
10 10 is not required; or
- 11           (4) a particular sale or transfer of the multi-unit  
12 residential rental property is exempted under Section 65.
- 13           (b) Any party acquiring an interest in a multi-unit  
14 residential property and any title insurance companies and  
15 attorneys preparing, furnishing, or examining any evidence of  
16 title may rely on the truth and accuracy of all statements  
17 appearing in the affidavit and are under no obligation to  
18 inquire further as to any matter or fact relating to the  
19 owner's compliance with the provisions of Section 10.

20           Section 20. Appraisal of residential property.

- 21           (a) A tenants' association may challenge the offer  
22 presented by the owner of the multi-unit residential rental  
23 property as not being a bona fide offer of sale and may request  
24 a determination of the appraised value of the multi-unit  
25 residential property by delivering the request to the property

1 owner by hand or by certified mail within 45 days of receipt of  
2 the alleged bona fide offer of sale. The process to do this is  
3 as follows:

4 (1) The tenants' association and the property owner  
5 shall agree on the appraiser and shall pay one-third and  
6 two-thirds of the cost of the appraisal, respectively. If  
7 the parties cannot agree on an appraiser, the appraiser  
8 shall be chosen by the assessor of the county in which the  
9 property is located.

10 (2) The appraiser must hold a current license issued  
11 by the Department of Financial and Professional Regulation  
12 under the Real Estate Appraiser Licensing Act of 2002.

13 (3) The owner shall give the appraiser full,  
14 unfettered access to the property, subject to the privacy  
15 of the tenants.

16 (4) The owner shall respond within 7 days to any  
17 request for information from the appraiser.

18 (5) The tenants' association may give the appraiser  
19 information relevant to the valuation of the property.

20 (6) The appraisal shall be completed expeditiously  
21 according to standard industry timeframes.

22 (b) Beginning on the date of the request by the tenants'  
23 association for an appraisal, and for each day thereafter  
24 until the tenants' association receives the appraisal, the  
25 negotiation period described in Section 10 is extended by one  
26 day.

1           (c) The determination of the appraised value of the  
2 multi-unit residential rental property in accordance with this  
3 Section becomes the sales price of the bona fide offer of sale  
4 for the multi-unit residential rental property unless:

5           (1) the owner and the tenants' association agree upon  
6 a different sales price of the multi-unit residential  
7 rental property; or

8           (2) the owner elects to withdraw the offer of sale  
9 within 14 days of the receipt of the appraisal by the  
10 owner.

11          (d) The owner may withdraw the offer of sale by delivering  
12 by hand or by certified mail a letter of withdrawal to the  
13 officers of the tenants' association.

14          (e) Upon the election to withdraw the offer of sale, the  
15 owner shall reimburse the tenants' association for its entire  
16 share of the cost of the appraisal within 14 days of delivery  
17 of the notice of withdrawal.

18          (f) An owner who withdraws an offer of sale in accordance  
19 with this Section is precluded from making a later offer of  
20 sale to the tenants' association without a third-party  
21 contract for 3 months from the date of the election to withdraw  
22 the offer of sale.

23          Section 25. Tenants' associations. To exercise the rights  
24 of a tenants' association as provided in this Act, upon  
25 incorporation and service of the notice described in Section

1 30, the association becomes the representative of all the  
2 tenants in all matters relating to this Act, regardless of  
3 whether a tenant is a member of the tenants' association.

4 Section 30. Incorporation; notification of property owner.

5 (a) Upon receipt of its certificate of incorporation, the  
6 tenants' association shall notify the owner of the multi-unit  
7 residential property in writing of the incorporation and shall  
8 advise the owner of the names and addresses of the officers of  
9 the tenants' association by personal delivery upon the owner's  
10 representative as designated in the lease or by certified  
11 mail, return receipt requested. Thereafter, the tenants'  
12 association shall notify the owner of the multi-unit  
13 residential property in writing by certified mail, return  
14 receipt requested, of any change of names and addresses of its  
15 president or registered agent upon election or appointment of  
16 new officers or board.

17 (b) Upon written request by the tenants' association, the  
18 owner of the multi-unit residential rental property shall  
19 notify the tenants' association by certified mail, return  
20 receipt requested, of the name and address of the owner, the  
21 owner's agent for service of process, and the legal  
22 description of the multi-unit residential rental property.  
23 Thereafter, in the event of a change in the name or address of  
24 the owner or the owner's agent for service of process, the  
25 owner shall notify in writing the president or registered

1 agent of the tenants' association of such change by certified  
2 mail, return receipt requested.

3 (c) The tenants' association shall file a notice of its  
4 intent to purchase the multi-unit residential rental property  
5 as set forth in Section 10. The notice shall contain the name  
6 of the association, the name of the property owner, and the  
7 address or legal description of the multi-unit residential  
8 rental property. The notice shall be recorded with the  
9 Illinois Housing Development Authority and the county clerk in  
10 the county where the property is located. Within 10 days of the  
11 recording, the tenants' association shall provide a copy of  
12 the recorded notice to the owner at the address provided by the  
13 owner by certified mail, return receipt requested.

14 Section 35. Articles of incorporation. The articles of  
15 incorporation of a tenants' association shall provide that the  
16 association has the power to:

17 (1) negotiate for, acquire, and operate the multi-unit  
18 residential property on behalf of the tenants of the  
19 multi-unit residential rental property; and

20 (2) convert the property that has been acquired to a  
21 condominium, a cooperative, a subdivision form of  
22 ownership, or another type of ownership.

23 Upon acquisition of the multi-unit residential rental  
24 property, the association, by action of its board of  
25 directors, becomes the entity that (1) creates a condominium,

1 cooperative, or subdivision; (2) is responsible for offers of  
2 sale or lease; or (3) if the tenants choose a different form of  
3 ownership, owns the record interest in the property and is  
4 responsible for the operation of the property.

5 Section 40. Bylaws of the tenants' association.

6 (a) The directors of the tenants' association and  
7 operation of the tenants' association are governed by the  
8 bylaws of the tenants' association.

9 (b) The bylaws shall provide and, if they do not, are  
10 deemed to include (i) the titles of the officers and board of  
11 directors and (ii) provisions specifying the powers, duties,  
12 manner of selection and removal, and compensation, if any, of  
13 officers and board members. Unless otherwise provided in the  
14 bylaws, the board of directors shall be composed of 5 members.  
15 The board of directors shall elect a president, secretary, and  
16 treasurer who shall perform the duties of those offices  
17 customarily performed by officers of corporations, and these  
18 officers shall serve without compensation and at the pleasure  
19 of the board of directors. The board of directors may elect and  
20 designate other officers and grant them those duties it deems  
21 appropriate.

22 Section 45. Powers and duties of tenants' association.

23 (a) A tenants' association may contract, sue, or be sued  
24 with respect to the exercise or nonexercise of its powers. For

1 these purposes, the powers of the association include, but are  
2 not limited to, the maintenance, management, and operation of  
3 the multi-unit residential rental property.

4 (b) The powers and duties of a tenants' association  
5 include those set forth in this Act, in the articles of  
6 incorporation, in the bylaws, and in any recorded declarations  
7 or restrictions encumbering the multi-unit residential rental  
8 property, if not inconsistent with this Act.

9 (c) A tenants' association has the power to make, levy,  
10 and collect assessments and to lease, maintain, repair, and  
11 replace the common areas upon purchase of the multi-unit  
12 residential rental property.

13 (d) The tenants' association shall maintain the following  
14 items, if applicable, which constitute the official records of  
15 the association:

16 (1) A copy of the association's articles of  
17 incorporation and each amendment to the articles of  
18 incorporation.

19 (2) A copy of the bylaws of the association and each  
20 amendment to the bylaws.

21 (3) A copy of the written rules or policies of the  
22 association and each amendment to the written rules or  
23 policies.

24 (4) The approved minutes of all meetings of the  
25 members of a tenants' association and meetings open for  
26 members of the board of directors, and committees of the

1 board, which minutes must be retained within this State  
2 for at least 5 years.

3 (5) A current roster of all members and their mailing  
4 addresses. The tenants' association shall also maintain  
5 the email addresses and the numbers designated by members  
6 for receiving notice sent by electronic transmission of  
7 those members consenting to receive notice by electronic  
8 transmission. The email addresses and numbers provided by  
9 members to receive notice by electronic transmission shall  
10 be removed from association records when consent to  
11 receive notice by electronic transmission is revoked. The  
12 tenants' association is not liable for an erroneous  
13 disclosure of the email address or the number for  
14 receiving electronic transmission of notices.

15 (6) All of the association's insurance policies or  
16 copies of those policies, which must be retained within  
17 this State for at least 5 years after the expiration date  
18 of the policy.

19 (7) A copy of all contracts or agreements to which the  
20 association is a party, including, without limitation, any  
21 written agreements with the property owner, lease, or  
22 other agreements or contracts under which the association  
23 or its members has any obligation or responsibility, which  
24 must be retained within this State for at least 5 years  
25 after the expiration date of the contract or agreement.

26 (8) The financial and accounting records of the

1 association, kept according to good accounting practices.  
2 All financial and accounting records must be maintained  
3 within this State for at least 5 years. The financial and  
4 accounting records must include:

5 (A) Accurate, itemized, and detailed records of  
6 all receipts and expenditures.

7 (B) A current account and a periodic statement of  
8 the account for each member, designating the name and  
9 current address of each member who is obligated to pay  
10 dues or assessments, the due date and amount of each  
11 assessment or other charge against the member, the  
12 date and amount of each payment on the account, and the  
13 balance due.

14 (C) All tax returns, financial statements, and  
15 financial reports of the association.

16 (D) Any other records that identify, measure,  
17 record, or communicate financial information.

18 (9) All other written records of the association not  
19 specifically included in this Section that are related to  
20 the operation of the association must be retained within  
21 this State for at least 5 years or at least 5 years after  
22 the expiration date, as applicable.

23 (e) The official records shall be made available to a  
24 member for inspection or photocopying within 15 business days  
25 after receipt by the board or its designee of a written request  
26 submitted by certified mail, return receipt requested. The

1 requirements of this Section are satisfied by having a copy of  
2 the official records available for inspection or copying at  
3 the residential property or, at the option of the tenants'  
4 association, by making the records available to a member  
5 electronically via the Internet or by allowing the records to  
6 be viewed in electronic format on a computer screen and  
7 printed upon request. If the tenants' association has a  
8 photocopy machine available where the records are maintained,  
9 it must provide a member with copies on request during the  
10 inspection if the entire request is no more than 25 pages. A  
11 tenants' association shall allow a member or his or her  
12 authorized representative to use a portable device, including  
13 a smartphome, tablet, portable scanner, or any other  
14 technology capable of scanning or taking photographs, to make  
15 an electronic copy of the official records in lieu of the  
16 association's providing the member or the member's authorized  
17 representative with a copy of the records. The tenants'  
18 association may not charge a fee to a member or the member's  
19 authorized representative for the use of a portable device.

20 (1) The failure of an association to provide access to  
21 the records within 15 business days after receipt of a  
22 written request submitted by certified mail, return  
23 receipt requested, creates a rebuttable presumption that  
24 the association willfully failed to comply with this  
25 subsection.

26 (2) The association may adopt reasonable written rules

1 governing the frequency, time, location, notice, records  
2 to be inspected, and manner of inspections but may not  
3 require a member to demonstrate a proper purpose for the  
4 inspection, state a reason for the inspection, or limit a  
5 member's right to inspect records to less than one  
6 business day per month. The association may impose fees to  
7 cover the costs of providing copies of the official  
8 records, including the costs of copying and for personnel  
9 to retrieve and copy the records if the time spent  
10 retrieving and copying the records exceeds 30 minutes and  
11 if the personnel costs do not exceed \$20 per hour. The  
12 association shall maintain an adequate number of copies of  
13 the recorded governing documents, to ensure their  
14 availability to members and prospective members.  
15 Notwithstanding this paragraph, the following records are  
16 not accessible to members:

17 (A) A record protected by the attorney-client  
18 privilege and a record protected by the work product  
19 privilege, including, but not limited to, a record  
20 prepared by an association attorney or prepared at the  
21 attorney's express direction that reflects a mental  
22 impression, conclusion, litigation strategy, or legal  
23 theory of the attorney or the association and that was  
24 prepared exclusively for civil or criminal litigation,  
25 for adversarial administrative proceedings, or in  
26 anticipation of such litigation or proceedings until

1 the conclusion of the litigation or proceedings.

2 (B) Email addresses, telephone numbers, facsimile  
3 numbers, emergency contact information, any addresses  
4 for a tenant other than as provided for association  
5 notice requirements, and other personal identifying  
6 information of any person, excluding the person's  
7 name, unit, mailing address, and property address.  
8 Notwithstanding the restrictions in this subparagraph,  
9 an association may print and distribute to members a  
10 directory containing the name, address, and telephone  
11 number of each tenant. A member may exclude the  
12 member's telephone number from the directory by so  
13 requesting in writing to the association. The  
14 association is not liable for the disclosure of  
15 information that is protected under this subparagraph  
16 if the information is included in an official record  
17 of the association and is voluntarily provided by a  
18 member and not requested by the association.

19 (C) An electronic security measure that is used by  
20 the association to safeguard data, including  
21 passwords.

22 (D) The software and operating system used by the  
23 association that allows the manipulation of data, even  
24 if the member owns a copy of the same software used by  
25 the association. The data is part of the official  
26 records of the association.

1           (f) An outgoing board or committee member of the tenants'  
2 association must relinquish all official records and property  
3 of the association in the member's possession or control to  
4 the incoming board within 5 days after the election or  
5 removal.

6           (g) A tenants' association may purchase units in the  
7 multi-unit residential rental property and may acquire, hold,  
8 lease, mortgage, and convey or sell them.

9           (h) A tenants' association shall use its best efforts to  
10 obtain and maintain adequate insurance to protect the  
11 association and the multi-unit residential rental property  
12 upon purchase of the multi-unit residential property. A copy  
13 of each policy of insurance in effect shall be made available  
14 for inspection by owners at reasonable times.

15           Section 50. Exercise or assignment of rights. A tenants'  
16 association may exercise rights under this Act in conjunction  
17 with a third party or by assigning or selling those rights to  
18 any party, whether private or governmental. The exercise,  
19 assignment, or sale of the tenants' association's rights may  
20 be for any consideration that the tenants' association, in its  
21 sole discretion, finds acceptable. Such an exercise,  
22 assignment, or sale may occur at any time in the process  
23 provided in this Act and may be structured in any way the  
24 tenants' association, in its sole discretion, finds  
25 acceptable.

1           Section 55. Waiver of rights. A multi-unit residential  
2 rental property owner may not request or require, and a  
3 tenants' association may not grant, a waiver of the right to  
4 receive an offer of sale under this Act.

5           Section 60. Penalties. Any aggrieved person, including,  
6 but not limited to, any tenant or tenant association, may  
7 enforce the provisions of this Act by a civil action in which  
8 the court may provide injunctive relief or award treble  
9 damages, the plaintiff's court costs, and reasonable  
10 attorney's fees.

11           Section 65. Exceptions. This Act does not apply to the  
12 following:

13           (1) Any sale or transfer to a person who would be  
14 included within the table of descent and distribution if  
15 the property owner were to die intestate.

16           (2) Any transfer by gift, devise, or operation of law.

17           (3) Any transfer by a corporation or entity to an  
18 affiliate. As used in this paragraph (3), "affiliate"  
19 means any shareholder of the transferring corporation or  
20 entity; any corporation or entity owned or controlled,  
21 directly or indirectly, by any shareholder of the  
22 transferring corporation; or any other corporation or  
23 entity owned or controlled, directly or indirectly, by any

1           shareholder of the transferring corporation or entity.

2           (4) Any transfer by a partnership to any of its  
3 partners or by an individual or group of individuals to a  
4 partnership.

5           (5) Any conveyance of an interest in all or a portion  
6 of the multi-unit residential rental property incidental  
7 to the financing of such multi-unit residential rental  
8 property.

9           (6) Any conveyance resulting from the foreclosure of a  
10 mortgage, deed of trust, or other instrument encumbering a  
11 multi-unit residential rental property or any deed given  
12 in lieu of foreclosure.

13           (7) Any sale or transfer between or among joint  
14 tenants or tenants in common owning a multi-unit  
15 residential property.

16           (8) The purchase of a multi-unit residential rental  
17 property by a governmental entity under its powers of  
18 eminent domain.