



Rep. Suzanne M. Ness

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LRB103 32446 JRC 72317 a

1 AMENDMENT TO HOUSE BILL 4090

2 AMENDMENT NO. _____. Amend House Bill 4090, AS AMENDED,
3 by replacing everything after the enacting clause with the
4 following:

5 "Section 5. The Common Interest Community Association Act
6 is amended by changing Section 1-45 as follows:

7 (765 ILCS 160/1-45)

8 Sec. 1-45. Finances.

9 (a) Each member shall receive through a prescribed
10 delivery method, at least 30 days but not more than 60 days
11 prior to the adoption thereof by the board, a copy of the
12 proposed annual budget together with an indication of which
13 portions are intended for reserves, capital expenditures or
14 repairs or payment of real estate taxes.

15 (b) The board shall provide all members with a reasonably
16 detailed summary of the receipts, common expenses, and

1 reserves for the preceding budget year. The board shall (i)
2 make available for review to all members an itemized
3 accounting of the common expenses for the preceding year
4 actually incurred or paid, together with an indication of
5 which portions were for reserves, capital expenditures or
6 repairs or payment of real estate taxes and with a tabulation
7 of the amounts collected pursuant to the budget or assessment,
8 and showing the net excess or deficit of income over
9 expenditures plus reserves or (ii) provide a consolidated
10 annual independent audit report of the financial status of all
11 fund accounts within the association.

12 (c) If an adopted budget or any separate assessment
13 adopted by the board would result in the sum of all regular and
14 separate assessments payable in the current fiscal year
15 exceeding 115% of the sum of all regular and separate
16 assessments payable during the preceding fiscal year, the
17 common interest community association, upon written petition
18 by members with 20% of the votes of the association delivered
19 to the board within 14 days of the board action, shall call a
20 meeting of the members within 30 days of the date of delivery
21 of the petition to consider the budget or separate assessment;
22 unless a majority of the total votes of the members are cast at
23 the meeting to reject the budget or separate assessment, it
24 shall be deemed ratified.

25 (d) If total common expenses exceed the total amount of
26 the approved and adopted budget, the common interest community

1 association shall disclose this variance to all its members
2 and specifically identify the subsequent assessments needed to
3 offset this variance in future budgets.

4 (e) Separate assessments for expenditures relating to
5 emergencies or mandated by law may be adopted by the board
6 without being subject to member approval or the provisions of
7 subsection (c) or (f) of this Section. As used herein,
8 "emergency" means a danger to or a compromise of the
9 structural integrity of the common areas or any of the common
10 facilities of the common interest community. "Emergency" also
11 includes a danger to the life, health or safety of the
12 membership.

13 (f) Assessments for additions and alterations to the
14 common areas or to association-owned property not included in
15 the adopted annual budget, shall be separately assessed and
16 are subject to approval of a simple majority of the total
17 members at a meeting called for that purpose.

18 (g) The board may adopt separate assessments payable over
19 more than one fiscal year. With respect to multi-year
20 assessments not governed by subsections (e) and (f) of this
21 Section, the entire amount of the multi-year assessment shall
22 be deemed considered and authorized in the first fiscal year
23 in which the assessment is approved.

24 (h) The board of a common interest community association
25 shall have the authority to establish and maintain a system of
26 master metering of public utility services to collect payments

1 in conjunction therewith, subject to the requirements of
2 Section 1.5 of the Residential Property Utility Service ~~the~~
3 ~~Tenant Utility Payment Disclosure Act.~~

4 (i) An association subject to this Act that consists of
5 100 or more units shall use generally accepted accounting
6 principles in fulfilling any accounting obligations under this
7 Act.

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

9 Section 10. The Condominium Property Act is amended by
10 changing Sections 18 and 18.5 as follows:

11 (765 ILCS 605/18) (from Ch. 30, par. 318)

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

14 (a) (1) The election from among the unit owners of a
15 board of managers, the number of persons constituting such
16 board, and that the terms of at least one-third of the
17 members of the board shall expire annually and that all
18 members of the board shall be elected at large; if there
19 are multiple owners of a single unit, only one of the
20 multiple owners shall be eligible to serve as a member of
21 the board at any one time. A declaration first submitting
22 property to the provisions of this Act, in accordance with
23 Section 3 after the effective date of this amendatory Act
24 of the 102nd General Assembly, or an amendment to the

1 condominium instruments adopted in accordance with Section
2 27 after the effective date of this amendatory Act of the
3 102nd General Assembly, may provide that a majority of the
4 board of managers, or such lesser number as may be
5 specified in the declaration, must be comprised of unit
6 owners occupying their unit as their primary residence;
7 provided that the condominium instruments may not require
8 that more than a majority of the board shall be comprised
9 of unit owners who occupy their unit as their principal
10 residence;

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

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

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

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

18 (6) that each unit owner shall receive, at least 25
19 days prior to the adoption thereof by the board of
20 managers, a copy of the proposed annual budget together
21 with an indication of which portions are intended for
22 reserves, capital expenditures or repairs or payment of
23 real estate taxes;

24 (7) that the board of managers shall annually supply
25 to all unit owners an itemized accounting of the common
26 expenses for the preceding year actually incurred or paid,

1 together with an indication of which portions were for
2 reserves, capital expenditures or repairs or payment of
3 real estate taxes and with a tabulation of the amounts
4 collected pursuant to the budget or assessment, and
5 showing the net excess or deficit of income over
6 expenditures plus reserves;

7 (8) (i) that each unit owner shall receive notice, in
8 the same manner as is provided in this Act for membership
9 meetings, of any meeting of the board of managers
10 concerning the adoption of the proposed annual budget and
11 regular assessments pursuant thereto or to adopt a
12 separate (special) assessment, (ii) that except as
13 provided in subsection (iv) below, if an adopted budget or
14 any separate assessment adopted by the board would result
15 in the sum of all regular and separate assessments payable
16 in the current fiscal year exceeding 115% of the sum of all
17 regular and separate assessments payable during the
18 preceding fiscal year, the board of managers, upon written
19 petition by unit owners with 20 percent of the votes of the
20 association delivered to the board within 21 days of the
21 board action, shall call a meeting of the unit owners
22 within 30 days of the date of delivery of the petition to
23 consider the budget or separate assessment; unless a
24 majority of the total votes of the unit owners are cast at
25 the meeting to reject the budget or separate assessment,
26 it is ratified, (iii) that any common expense not set

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

22 (9) (A) that every meeting of the board of managers
23 shall be open to any unit owner, except that the board may
24 close any portion of a noticed meeting or meet separately
25 from a noticed meeting to: (i) discuss litigation when an
26 action against or on behalf of the particular association

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

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

21 (C) that any unit owner may record the proceedings at
22 meetings of the board of managers or portions thereof
23 required to be open by this Act by tape, film or other
24 means, and that the board may prescribe reasonable rules
25 and regulations to govern the right to make such
26 recordings;

1 (D) that notice of every meeting of the board of
2 managers shall be given to every board member at least 48
3 hours prior thereto, unless the board member waives notice
4 of the meeting pursuant to subsection (a) of Section 18.8;
5 and

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

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

26 (11) that no member of the board or officer shall be

1 elected for a term of more than 2 years, but that officers
2 and board members may succeed themselves;

3 (12) the designation of an officer to mail and receive
4 all notices and execute amendments to condominium
5 instruments as provided for in this Act and in the
6 condominium instruments;

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

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

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

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

15 (17) that the board of managers may disseminate to
16 unit owners biographical and background information about
17 candidates for election to the board if (i) reasonable
18 efforts to identify all candidates are made and all
19 candidates are given an opportunity to include
20 biographical and background information in the information
21 to be disseminated; and (ii) the board does not express a
22 preference in favor of any candidate;

23 (18) any proxy distributed for board elections by the
24 board of managers gives unit owners the opportunity to
25 designate any person as the proxy holder, and gives the
26 unit owner the opportunity to express a preference for any

1 of the known candidates for the board or to write in a
2 name;

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

6 (20) that the board of managers may establish and
7 maintain a system of master metering of public utility
8 services and collect payments in connection therewith,
9 subject to the requirements of Section 1.5 of the
10 Residential Property Utility Service ~~the Tenant Utility~~
11 ~~Payment Disclosure Act~~; and

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

21 The intent of the provisions of Public Act 99-472
22 adding this paragraph (21) is to empower and support
23 boards to act in emergencies.

24 (b) (1) What percentage of the unit owners, if other
25 than 20%, shall constitute a quorum provided that, for
26 condominiums with 20 or more units, the percentage of unit

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

10 (2) that the association shall have one class of
11 membership;

12 (3) that the members shall hold an annual meeting, one
13 of the purposes of which shall be to elect members of the
14 board of managers;

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

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

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

1 agent certifies in writing to the delivery by electronic
2 transmission;

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

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

23 (9) (A) except as provided in subparagraph (B) of this
24 paragraph (9) in connection with board elections, that a
25 unit owner may vote by proxy executed in writing by the
26 unit owner or by his duly authorized attorney in fact;

1 that the proxy must bear the date of execution and, unless
2 the condominium instruments or the written proxy itself
3 provide otherwise, is invalid after 11 months from the
4 date of its execution; to the extent the condominium
5 instruments or rules adopted thereunder expressly so
6 provide, a vote or proxy may be submitted by electronic
7 transmission, provided that any such electronic
8 transmission shall either set forth or be submitted with
9 information from which it can be determined that the
10 electronic transmission was authorized by the unit owner
11 or the unit owner's proxy;

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

1 before the ballots are mailed or otherwise distributed to
2 unit owners; that every such ballot must include the names
3 of all candidates who have given the board or its
4 authorized agent timely written notice of their candidacy
5 and must give the person casting the ballot the
6 opportunity to cast votes for candidates whose names do
7 not appear on the ballot; that a ballot received by the
8 association or its designated agent after the close of
9 voting shall not be counted; that a unit owner who submits
10 a ballot by mail or other means of delivery specified in
11 the declaration, bylaws, or rule may request and cast a
12 ballot in person at the election meeting, and thereby void
13 any ballot previously submitted by that unit owner;

14 (B-5) that if a rule adopted at least 120 days before a
15 board election or the declaration or bylaws provide for
16 balloting as set forth in this subparagraph, unit owners
17 may not vote by proxy in board elections, but may vote only
18 (i) by submitting an association-issued ballot in person
19 at the election meeting; or (ii) by any acceptable
20 technological means as defined in Section 2 of this Act;
21 instructions regarding the use of electronic means for
22 voting shall be distributed to all unit owners not less
23 than 10 and not more than 30 days before the election
24 meeting, and the board shall give unit owners not less
25 than 21 days' prior written notice of the deadline for
26 inclusion of a candidate's name on the ballots; the

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

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

23 (D) that votes cast by ballot under subparagraph (B)
24 or electronic or acceptable technological means under
25 subparagraph (B-5) of this paragraph (9) are valid for the
26 purpose of establishing a quorum;

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

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

1 For purposes of this subsection, "installment sales
2 contract" shall have the same meaning as set forth in
3 Section 5 of the Installment Sales Contract Act and
4 Section 1(e) of the Dwelling Unit Installment Contract
5 Act;

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

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

15 (i) merger or consolidation of the association;

16 (ii) sale, lease, exchange, or other disposition
17 (excluding the mortgage or pledge) of all, or
18 substantially all of the property and assets of the
19 association; and

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

22 (c) Election of a president from among the board of
23 managers, who shall preside over the meetings of the board
24 of managers and of the unit owners.

25 (d) Election of a secretary from among the board of
26 managers, who shall keep the minutes of all meetings of

1 the board of managers and of the unit owners and who shall,
2 in general, perform all the duties incident to the office
3 of secretary.

4 (e) Election of a treasurer from among the board of
5 managers, who shall keep the financial records and books
6 of account.

7 (f) Maintenance, repair and replacement of the common
8 elements and payments therefor, including the method of
9 approving payment vouchers.

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

1 association, provided, however, that for investment
2 purposes, the Board of Managers of an association may
3 authorize a management company to maintain the
4 association's reserve funds in a single interest bearing
5 account with similar funds of other associations. The
6 management company shall at all times maintain records
7 identifying all moneys of each association in such
8 investment account. The management company may hold all
9 operating funds of associations which it manages in a
10 single operating account but shall at all times maintain
11 records identifying all moneys of each association in such
12 operating account. Such operating and reserve funds held
13 by the management company for the association shall not be
14 subject to attachment by any creditor of the management
15 company.

16 For the purpose of this subsection, a management
17 company shall be defined as a person, partnership,
18 corporation, or other legal entity entitled to transact
19 business on behalf of others, acting on behalf of or as an
20 agent for a unit owner, unit owners or association of unit
21 owners for the purpose of carrying out the duties,
22 responsibilities, and other obligations necessary for the
23 day to day operation and management of any property
24 subject to this Act. For purposes of this subsection, the
25 term "fiduciary insurance coverage" shall be defined as
26 both a fidelity bond and directors and officers liability

1 coverage, the fidelity bond in the full amount of
2 association funds and association reserves that will be in
3 the custody of the association, and the directors and
4 officers liability coverage at a level as shall be
5 determined to be reasonable by the board of managers, if
6 not otherwise established by the declaration or by laws.

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

13 (h) Method of estimating the amount of the annual
14 budget, and the manner of assessing and collecting from
15 the unit owners their respective shares of such estimated
16 expenses, and of any other expenses lawfully agreed upon.

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

22 (j) Designation and removal of personnel necessary for
23 the maintenance, repair and replacement of the common
24 elements.

25 (k) Such restrictions on and requirements respecting
26 the use and maintenance of the units and the use of the

1 common elements, not set forth in the declaration, as are
2 designed to prevent unreasonable interference with the use
3 of their respective units and of the common elements by
4 the several unit owners.

5 (l) Method of adopting and of amending administrative
6 rules and regulations governing the operation and use of
7 the common elements.

8 (m) The percentage of votes required to modify or
9 amend the bylaws, but each one of the particulars set
10 forth in this section shall always be embodied in the
11 bylaws.

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

19 (ii) With regard to any lease entered into subsequent
20 to July 1, 1990 (the effective date of Public Act 86-991),
21 the unit owner leasing the unit shall deliver a copy of the
22 signed lease to the board or if the lease is oral, a
23 memorandum of the lease, not later than the date of
24 occupancy or 10 days after the lease is signed, whichever
25 occurs first. In addition to any other remedies, by filing
26 an action jointly against the tenant and the unit owner,

1 an association may seek to enjoin a tenant from occupying
2 a unit or seek to evict a tenant under the provisions of
3 Article IX of the Code of Civil Procedure for failure of
4 the lessor-owner to comply with the leasing requirements
5 prescribed by this Section or by the declaration, bylaws,
6 and rules and regulations. The board of managers may
7 proceed directly against a tenant, at law or in equity, or
8 under the provisions of Article IX of the Code of Civil
9 Procedure, for any other breach by tenant of any
10 covenants, rules, regulations or bylaws.

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

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

1 units, or both, and multiply by the aggregate percentage
2 of ownership of garage units and storage units to
3 determine the vote, or portion of a vote, that garage
4 units or storage units, or both, have. For purposes of
5 this subsection (p), when making a determination of
6 whether 30% or fewer of the units, by number, possess over
7 50% in the aggregate of the votes in the association, a
8 unit shall not include a garage unit or a storage unit.

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

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

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

24 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

25 Sec. 18.5. Master Associations.

1 (a) If the declaration, other condominium instrument, or
2 other duly recorded covenants provide that any of the powers
3 of the unit owners associations are to be exercised by or may
4 be delegated to a nonprofit corporation or unincorporated
5 association that exercises those or other powers on behalf of
6 one or more condominiums, or for the benefit of the unit owners
7 of one or more condominiums, such corporation or association
8 shall be a master association.

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

13 In interpreting subsections (c) through (h), the courts
14 should interpret these provisions so that they are interpreted
15 consistently with the similar parallel provisions found in
16 other parts of this Act.

17 (c) Meetings and finances.

18 (1) Each unit owner of a condominium subject to the
19 authority of the board of the master association shall
20 receive, at least 30 days prior to the adoption thereof by
21 the board of the master association, a copy of the
22 proposed annual budget.

23 (2) The board of the master association shall annually
24 supply to all unit owners of condominiums subject to the
25 authority of the board of the master association an
26 itemized accounting of the common expenses for the

1 preceding year actually incurred or paid, together with a
2 tabulation of the amounts collected pursuant to the budget
3 or assessment, and showing the net excess or deficit of
4 income over expenditures plus reserves.

5 (3) Each unit owner of a condominium subject to the
6 authority of the board of the master association shall
7 receive written notice mailed or delivered no less than 10
8 and no more than 30 days prior to any meeting of the board
9 of the master association concerning the adoption of the
10 proposed annual budget or any increase in the budget, or
11 establishment of an assessment.

12 (4) Meetings of the board of the master association
13 shall be open to any unit owner in a condominium subject to
14 the authority of the board of the master association,
15 except for the portion of any meeting held:

16 (A) to discuss litigation when an action against
17 or on behalf of the particular master association has
18 been filed and is pending in a court or administrative
19 tribunal, or when the board of the master association
20 finds that such an action is probable or imminent,

21 (B) to consider information regarding appointment,
22 employment or dismissal of an employee, or

23 (C) to discuss violations of rules and regulations
24 of the master association or unpaid common expenses
25 owed to the master association.

26 Any vote on these matters shall be taken at a meeting or

1 portion thereof open to any unit owner of a condominium
2 subject to the authority of the master association.

3 Any unit owner may record the proceedings at meetings
4 required to be open by this Act by tape, film or other
5 means; the board may prescribe reasonable rules and
6 regulations to govern the right to make such recordings.
7 Notice of meetings shall be mailed or delivered at least
8 48 hours prior thereto, unless a written waiver of such
9 notice is signed by the persons entitled to notice before
10 the meeting is convened. Copies of notices of meetings of
11 the board of the master association shall be posted in
12 entranceways, elevators, or other conspicuous places in
13 the condominium at least 48 hours prior to the meeting of
14 the board of the master association. Where there is no
15 common entranceway for 7 or more units, the board of the
16 master association may designate one or more locations in
17 the proximity of these units where the notices of meetings
18 shall be posted.

19 (5) If the declaration provides for election by unit
20 owners of members of the board of directors in the event of
21 a resale of a unit in the master association, the
22 purchaser of a unit from a seller other than the developer
23 pursuant to an installment sales contract for purchase
24 shall, during such times as he or she resides in the unit,
25 be counted toward a quorum for purposes of election of
26 members of the board of directors at any meeting of the

1 unit owners called for purposes of electing members of the
2 board, and shall have the right to vote for the election of
3 members of the board of directors and to be elected to and
4 serve on the board of directors unless the seller
5 expressly retains in writing any or all of those rights.
6 In no event may the seller and purchaser both be counted
7 toward a quorum, be permitted to vote for a particular
8 office, or be elected and serve on the board. Satisfactory
9 evidence of the installment sales contract shall be made
10 available to the association or its agents. For purposes
11 of this subsection, "installment sales contract" shall
12 have the same meaning as set forth in Section 5 of the
13 Installment Sales Contract Act and subsection (e) of
14 Section 1 of the Dwelling Unit Installment Contract Act.

15 (6) The board of the master association shall have the
16 authority to establish and maintain a system of master
17 metering of public utility services and to collect
18 payments in connection therewith, subject to the
19 requirements of Section 1.5 of the Residential Property
20 Utility Service ~~the Tenant Utility Payment Disclosure Act.~~

21 (7) The board of the master association or a common
22 interest community association shall have the power, after
23 notice and an opportunity to be heard, to levy and collect
24 reasonable fines from members for violations of the
25 declaration, bylaws, and rules and regulations of the
26 master association or the common interest community

1 association. Nothing contained in this subdivision (7)
2 shall give rise to a statutory lien for unpaid fines.

3 (8) Other than attorney's fees, no fees pertaining to
4 the collection of a unit owner's financial obligation to
5 the Association, including fees charged by a manager or
6 managing agent, shall be added to and deemed a part of an
7 owner's respective share of the common expenses unless:
8 (i) the managing agent fees relate to the costs to collect
9 common expenses for the Association; (ii) the fees are set
10 forth in a contract between the managing agent and the
11 Association; and (iii) the authority to add the management
12 fees to an owner's respective share of the common expenses
13 is specifically stated in the declaration or bylaws of the
14 Association.

15 (d) Records.

16 (1) The board of the master association shall maintain
17 the following records of the association and make them
18 available for examination and copying at convenient hours
19 of weekdays by any unit owners in a condominium subject to
20 the authority of the board or their mortgagees and their
21 duly authorized agents or attorneys:

22 (i) Copies of the recorded declaration, other
23 condominium instruments, other duly recorded covenants
24 and bylaws and any amendments, articles of
25 incorporation of the master association, annual
26 reports and any rules and regulations adopted by the

1 master association or its board shall be available.
2 Prior to the organization of the master association,
3 the developer shall maintain and make available the
4 records set forth in this subdivision (d)(1) for
5 examination and copying.

6 (ii) Detailed and accurate records in
7 chronological order of the receipts and expenditures
8 affecting the common areas, specifying and itemizing
9 the maintenance and repair expenses of the common
10 areas and any other expenses incurred, and copies of
11 all contracts, leases, or other agreements entered
12 into by the master association, shall be maintained.

13 (iii) The minutes of all meetings of the master
14 association and the board of the master association
15 shall be maintained for not less than 7 years.

16 (iv) Ballots and proxies related thereto, if any,
17 for any election held for the board of the master
18 association and for any other matters voted on by the
19 unit owners shall be maintained for not less than one
20 year.

21 (v) Such other records of the master association
22 as are available for inspection by members of a
23 not-for-profit corporation pursuant to Section 107.75
24 of the General Not For Profit Corporation Act of 1986
25 shall be maintained.

26 (vi) With respect to units owned by a land trust,

1 if a trustee designates in writing a person to cast
2 votes on behalf of the unit owner, the designation
3 shall remain in effect until a subsequent document is
4 filed with the association.

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

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

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

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

22 (f) Administration of property prior to election of the
23 initial board of directors.

24 (1) Until the election, by the unit owners or the
25 boards of managers of the underlying condominium
26 associations, of the initial board of directors of a

1 master association whose declaration is recorded on or
2 after August 10, 1990, the same rights, titles, powers,
3 privileges, trusts, duties and obligations that are vested
4 in or imposed upon the board of directors by this Act or in
5 the declaration or other duly recorded covenant shall be
6 held and performed by the developer.

7 (2) The election of the initial board of directors of
8 a master association whose declaration is recorded on or
9 after August 10, 1990, by the unit owners or the boards of
10 managers of the underlying condominium associations, shall
11 be held not later than 60 days after the conveyance by the
12 developer of 75% of the units, or 3 years after the
13 recording of the declaration, whichever is earlier. The
14 developer shall give at least 21 days notice of the
15 meeting to elect the initial board of directors and shall
16 upon request provide to any unit owner, within 3 working
17 days of the request, the names, addresses, and weighted
18 vote of each unit owner entitled to vote at the meeting.
19 Any unit owner shall upon receipt of the request be
20 provided with the same information, within 10 days of the
21 request, with respect to each subsequent meeting to elect
22 members of the board of directors.

23 (3) If the initial board of directors of a master
24 association whose declaration is recorded on or after
25 August 10, 1990 is not elected by the unit owners or the
26 members of the underlying condominium association board of

1 managers at the time established in subdivision (f)(2),
2 the developer shall continue in office for a period of 30
3 days, whereupon written notice of his resignation shall be
4 sent to all of the unit owners or members of the underlying
5 condominium board of managers entitled to vote at an
6 election for members of the board of directors.

7 (4) Within 60 days following the election of a
8 majority of the board of directors, other than the
9 developer, by unit owners, the developer shall deliver to
10 the board of directors:

11 (i) All original documents as recorded or filed
12 pertaining to the property, its administration, and
13 the association, such as the declaration, articles of
14 incorporation, other instruments, annual reports,
15 minutes, rules and regulations, and contracts, leases,
16 or other agreements entered into by the association.
17 If any original documents are unavailable, a copy may
18 be provided if certified by affidavit of the
19 developer, or an officer or agent of the developer, as
20 being a complete copy of the actual document recorded
21 or filed.

22 (ii) A detailed accounting by the developer,
23 setting forth the source and nature of receipts and
24 expenditures in connection with the management,
25 maintenance and operation of the property, copies of
26 all insurance policies, and a list of any loans or

1 advances to the association which are outstanding.

2 (iii) Association funds, which shall have been at
3 all times segregated from any other moneys of the
4 developer.

5 (iv) A schedule of all real or personal property,
6 equipment and fixtures belonging to the association,
7 including documents transferring the property,
8 warranties, if any, for all real and personal property
9 and equipment, deeds, title insurance policies, and
10 all tax bills.

11 (v) A list of all litigation, administrative
12 action and arbitrations involving the association, any
13 notices of governmental bodies involving actions taken
14 or which may be taken concerning the association,
15 engineering and architectural drawings and
16 specifications as approved by any governmental
17 authority, all other documents filed with any other
18 governmental authority, all governmental certificates,
19 correspondence involving enforcement of any
20 association requirements, copies of any documents
21 relating to disputes involving unit owners, and
22 originals of all documents relating to everything
23 listed in this subparagraph.

24 (vi) If the developer fails to fully comply with
25 this paragraph (4) within the 60 days provided and
26 fails to fully comply within 10 days of written demand

1 mailed by registered or certified mail to his or her
2 last known address, the board may bring an action to
3 compel compliance with this paragraph (4). If the
4 court finds that any of the required deliveries were
5 not made within the required period, the board shall
6 be entitled to recover its reasonable attorneys' fees
7 and costs incurred from and after the date of
8 expiration of the 10 day demand.

9 (5) With respect to any master association whose
10 declaration is recorded on or after August 10, 1990, any
11 contract, lease, or other agreement made prior to the
12 election of a majority of the board of directors other
13 than the developer by or on behalf of unit owners or
14 underlying condominium associations, the association or
15 the board of directors, which extends for a period of more
16 than 2 years from the recording of the declaration, shall
17 be subject to cancellation by more than 1/2 of the votes of
18 the unit owners, other than the developer, cast at a
19 special meeting of members called for that purpose during
20 a period of 90 days prior to the expiration of the 2 year
21 period if the board of managers is elected by the unit
22 owners, otherwise by more than 1/2 of the underlying
23 condominium board of managers. At least 60 days prior to
24 the expiration of the 2 year period, the board of
25 directors, or, if the board is still under developer
26 control, then the board of managers or the developer shall

1 send notice to every unit owner or underlying condominium
2 board of managers, notifying them of this provision, of
3 what contracts, leases and other agreements are affected,
4 and of the procedure for calling a meeting of the unit
5 owners or for action by the underlying condominium board
6 of managers for the purpose of acting to terminate such
7 contracts, leases or other agreements. During the 90 day
8 period the other party to the contract, lease, or other
9 agreement shall also have the right of cancellation.

10 (6) The statute of limitations for any actions in law
11 or equity which the master association may bring shall not
12 begin to run until the unit owners or underlying
13 condominium board of managers have elected a majority of
14 the members of the board of directors.

15 (g) In the event of any resale of a unit in a master
16 association by a unit owner other than the developer, the
17 owner shall obtain from the board of directors and shall make
18 available for inspection to the prospective purchaser, upon
19 demand, the following:

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

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

25 (3) A statement of any capital expenditures
26 anticipated by the association within the current or

1 succeeding 2 fiscal years.

2 (4) A statement of the status and amount of any
3 reserve for replacement fund and any portion of such fund
4 earmarked for any specified project by the board of
5 directors.

6 (5) A copy of the statement of financial condition of
7 the association for the last fiscal year for which such a
8 statement is available.

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

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

13 (8) A statement that any improvements or alterations
14 made to the unit, or any part of the common areas assigned
15 thereto, by the prior unit owner are in good faith
16 believed to be in compliance with the declaration of the
17 master association.

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

22 A reasonable fee covering the direct out-of-pocket cost of
23 copying and providing such information may be charged by the
24 association or its board of directors to the unit seller for
25 providing the information.

26 (g-1) The purchaser of a unit of a common interest

1 community at a judicial foreclosure sale, other than a
2 mortgagee, who takes possession of a unit of a common interest
3 community pursuant to a court order or a purchaser who
4 acquires title from a mortgagee shall have the duty to pay the
5 proportionate share, if any, of the common expenses for the
6 unit that would have become due in the absence of any
7 assessment acceleration during the 6 months immediately
8 preceding institution of an action to enforce the collection
9 of assessments and the court costs incurred by the association
10 in an action to enforce the collection that remain unpaid by
11 the owner during whose possession the assessments accrued. If
12 the outstanding assessments and the court costs incurred by
13 the association in an action to enforce the collection are
14 paid at any time during any action to enforce the collection of
15 assessments, the purchaser shall have no obligation to pay any
16 assessments that accrued before he or she acquired title. The
17 notice of sale of a unit of a common interest community under
18 subsection (c) of Section 15-1507 of the Code of Civil
19 Procedure shall state that the purchaser of the unit other
20 than a mortgagee shall pay the assessments and court costs
21 required by this subsection (g-1).

22 (h) Errors and omissions.

23 (1) If there is an omission or error in the
24 declaration or other instrument of the master association,
25 the master association may correct the error or omission
26 by an amendment to the declaration or other instrument, as

1 may be required to conform it to this Act, to any other
2 applicable statute, or to the declaration. The amendment
3 shall be adopted by vote of two-thirds of the members of
4 the board of directors or by a majority vote of the unit
5 owners at a meeting called for that purpose, unless the
6 Act or the declaration of the master association
7 specifically provides for greater percentages or different
8 procedures.

9 (2) If, through a scrivener's error, a unit has not
10 been designated as owning an appropriate undivided share
11 of the common areas or does not bear an appropriate share
12 of the common expenses, or if all of the common expenses or
13 all of the common elements in the condominium have not
14 been distributed in the declaration, so that the sum total
15 of the shares of common areas which have been distributed
16 or the sum total of the shares of the common expenses fail
17 to equal 100%, or if it appears that more than 100% of the
18 common elements or common expenses have been distributed,
19 the error may be corrected by operation of law by filing an
20 amendment to the declaration, approved by vote of
21 two-thirds of the members of the board of directors or a
22 majority vote of the unit owners at a meeting called for
23 that purpose, which proportionately adjusts all percentage
24 interests so that the total is equal to 100%, unless the
25 declaration specifically provides for a different
26 procedure or different percentage vote by the owners of

1 the units and the owners of mortgages thereon affected by
2 modification being made in the undivided interest in the
3 common areas, the number of votes in the unit owners
4 association or the liability for common expenses
5 appertaining to the unit.

6 (3) If an omission or error or a scrivener's error in
7 the declaration or other instrument is corrected by vote
8 of two-thirds of the members of the board of directors
9 pursuant to the authority established in subdivisions
10 (h)(1) or (h)(2) of this Section, the board, upon written
11 petition by unit owners with 20% of the votes of the
12 association or resolutions adopted by the board of
13 managers or board of directors of the condominium and
14 common interest community associations which select 20% of
15 the members of the board of directors of the master
16 association, whichever is applicable, received within 30
17 days of the board action, shall call a meeting of the unit
18 owners or the boards of the condominium and common
19 interest community associations which select members of
20 the board of directors of the master association within 30
21 days of the filing of the petition or receipt of the
22 condominium and common interest community association
23 resolution to consider the board action. Unless a majority
24 of the votes of the unit owners of the association are cast
25 at the meeting to reject the action, or board of managers
26 or board of directors of condominium and common interest

1 community associations which select over 50% of the
2 members of the board of the master association adopt
3 resolutions prior to the meeting rejecting the action of
4 the board of directors of the master association, it is
5 ratified whether or not a quorum is present.

6 (4) The procedures for amendments set forth in this
7 subsection (h) cannot be used if such an amendment would
8 materially or adversely affect property rights of the unit
9 owners unless the affected unit owners consent in writing.
10 This Section does not restrict the powers of the
11 association to otherwise amend the declaration, bylaws, or
12 other condominium instruments, but authorizes a simple
13 process of amendment requiring a lesser vote for the
14 purpose of correcting defects, errors, or omissions when
15 the property rights of the unit owners are not materially
16 or adversely affected.

17 (5) If there is an omission or error in the
18 declaration or other instruments that may not be corrected
19 by an amendment procedure set forth in subdivision (h)(1)
20 or (h)(2) of this Section, then the circuit court in the
21 county in which the master association is located shall
22 have jurisdiction to hear a petition of one or more of the
23 unit owners thereon or of the association, to correct the
24 error or omission, and the action may be a class action.
25 The court may require that one or more methods of
26 correcting the error or omission be submitted to the unit

1 owners to determine the most acceptable correction. All
2 unit owners in the association must be joined as parties
3 to the action. Service of process on owners may be by
4 publication, but the plaintiff shall furnish all unit
5 owners not personally served with process with copies of
6 the petition and final judgment of the court by certified
7 mail, return receipt requested, at their last known
8 address.

9 (6) Nothing contained in this Section shall be
10 construed to invalidate any provision of a declaration
11 authorizing the developer to amend an instrument prior to
12 the latest date on which the initial membership meeting of
13 the unit owners must be held, whether or not it has
14 actually been held, to bring the instrument into
15 compliance with the legal requirements of the Federal
16 National Mortgage Association, the Federal Home Loan
17 Mortgage Corporation, the Federal Housing Administration,
18 the United States Veterans Administration or their
19 respective successors and assigns.

20 (i) The provisions of subsections (c) through (h) are
21 applicable to all declarations, other condominium instruments,
22 and other duly recorded covenants establishing the powers and
23 duties of the master association recorded under this Act. Any
24 portion of a declaration, other condominium instrument, or
25 other duly recorded covenant establishing the powers and
26 duties of a master association which contains provisions

1 contrary to the provisions of subsection (c) through (h) shall
2 be void as against public policy and ineffective. Any
3 declaration, other condominium instrument, or other duly
4 recorded covenant establishing the powers and duties of the
5 master association which fails to contain the provisions
6 required by subsections (c) through (h) shall be deemed to
7 incorporate such provisions by operation of law.

8 (j) (Blank).

9 (Source: P.A. 100-416, eff. 1-1-18.)

10 Section 15. The Rental Property Utility Service Act is
11 amended by changing the title of the Act and Section 0.01 and
12 by adding Section 1.5 as follows:

13 (765 ILCS 735/Act title)

14 An Act concerning residential ~~providing remedies for~~
15 ~~lessees in relation to the failure of lessors to pay for~~
16 utility services.

17 (765 ILCS 735/0.01) (from Ch. 80, par. 61)

18 Sec. 0.01. Short title. This Act may be cited as the
19 Residential Rental Property Utility Service Act.

20 (Source: P.A. 86-1324.)

21 (765 ILCS 735/1.5 new)

22 Sec. 1.5. Payment for master metered public utility

1 services.

2 (a) No landlord may demand payment for master metered
3 public utility services pursuant to a lease provision
4 providing for tenant payment of a proportionate share of
5 public utility service without the landlord first providing
6 the tenant with a copy in writing either as part of the lease
7 or another written agreement of the formula used by the
8 landlord for allocating the public utility payments among the
9 tenants. The total of payments under the formula for the
10 building as a whole for a billing period may not exceed the sum
11 demanding by the public utility. The formula shall include all
12 those that use that public utility service and may reflect
13 variations in apartment size or usage. The landlord shall also
14 make available to the tenant upon request a copy of the public
15 utility bill for any billing period for which payment is
16 demanding. Nothing herein shall preclude a landlord from
17 leasing property to a tenant, including the cost of utilities,
18 for a rental which does not segregate or allocate the cost of
19 the utilities.

20 (b) No condominium or common interest community
21 association may demand payment for master metered public
22 utility services from a unit owner of a proportionate share
23 for public utility service without the condominium or common
24 interest community association first providing the unit owner
25 with a copy in writing of the formula used by the association
26 for allocating the public utility payments among the unit

1 owners. The total of payments under the formula for the
2 association as a whole for the annual budgeted billing period
3 may not exceed the sum demanded by the public utility,
4 however, the board of directors of the association may direct
5 that any payments received by the association in excess of
6 actual utility bills be applied to other budgeted items having
7 a deficit, or be applied to the association's reserve fund, or
8 be credited to the account of the unit owners for the following
9 year's budget. The formula shall include all those that use
10 that public utility service and may reflect, but is not
11 limited to, percent interest, unit size, or usage. The
12 condominium or common interest community association shall
13 also make available to the unit owner upon request a copy of
14 the public utility bill for any billing period for which
15 payment is demanded. A condominium association shall have the
16 right to establish and maintain a system of master metering of
17 public utility services pursuant to Sections 18 and 18.5 of
18 the Condominium Property Act. A common interest community
19 association shall have the right to establish and maintain a
20 system of master metering of public utility services pursuant
21 to Section 1-45 of the Common Interest Community Association
22 Act. Nothing in this Act shall be construed as giving a common
23 interest community association the right to establish a system
24 of master metering or submetering of public utility services.

25 (c) A municipality may request a copy in writing of the
26 formula used by the landlord or condominium or common interest

1 community association for allocating the public utility
2 payments among the unit owners. The landlord or condominium or
3 common interest community association shall respond within 30
4 calendar days of receiving the municipality's request.

5 (d) Treble damages available to residential tenants under
6 Section 1.3 of this Act are not applicable to alleged
7 violations of this Section.

8 (765 ILCS 740/Act rep.)

9 Section 20. The Tenant Utility Payment Disclosure Act is
10 repealed.".