



96TH GENERAL ASSEMBLY

State of Illinois

2009 and 2010

HB5509

Introduced 2/5/2010, by Rep. Elaine Nekritz

SYNOPSIS AS INTRODUCED:

735 ILCS 5/15-1507
765 ILCS 605/18.5

from Ch. 110, par. 15-1507
from Ch. 30, par. 318.5

Amends the Code of Civil Procedure. Provides that the notice of a judicial sale of a unit of a common interest community must contain a statement concerning liability for common expenses. Amends the Condominium Property Act to provide that a purchaser of such a unit at a judicial foreclosure sale or who acquires title from a mortgagee has the duty to pay certain proportionate common expenses. Contains other provisions. Effective immediately.

LRB096 18796 AJO 34181 b

1 AN ACT concerning civil law.

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

4 Section 5. The Code of Civil Procedure is amended by
5 changing Section 15-1507 as follows:

6 (735 ILCS 5/15-1507) (from Ch. 110, par. 15-1507)

7 Sec. 15-1507. Judicial Sale.

8 (a) In General. Except as provided in Sections 15-1402 and
9 15-1403, upon entry of a judgment of foreclosure, the real
10 estate which is the subject of the judgment shall be sold at a
11 judicial sale in accordance with this Section 15-1507.

12 (b) Sale Procedures. Upon expiration of the reinstatement
13 period and the redemption period in accordance with subsection
14 (b) or (c) of Section 15-1603 or upon the entry of a judgment
15 of foreclosure after the waiver of all rights of redemption,
16 except as provided in subsection (g) of Section 15-1506, the
17 real estate shall be sold at a sale as provided in this
18 Article, on such terms and conditions as shall be specified by
19 the court in the judgment of foreclosure. A sale may be
20 conducted by any judge or sheriff.

21 (c) Notice of Sale. The mortgagee, or such other party
22 designated by the court, in a foreclosure under this Article
23 shall give public notice of the sale as follows:

1 (1) The notice of sale shall include at least the
2 following information, but an immaterial error in the
3 information shall not invalidate the legal effect of the
4 notice:

5 (A) the name, address and telephone number of the
6 person to contact for information regarding the real
7 estate;

8 (B) the common address and other common
9 description (other than legal description), if any, of
10 the real estate;

11 (C) a legal description of the real estate
12 sufficient to identify it with reasonable certainty;

13 (D) a description of the improvements on the real
14 estate;

15 (E) the times specified in the judgment, if any,
16 when the real estate may be inspected prior to sale;

17 (F) the time and place of the sale;

18 (G) the terms of the sale;

19 (H) the case title, case number and the court in
20 which the foreclosure was filed;

21 (H-1) in the case of a condominium unit to which
22 subsection (g) of Section 9 of the Condominium Property
23 Act applies, the statement required by subdivision
24 (g) (5) of Section 9 of the Condominium Property Act;
25 ~~and~~

26 (H-2) in the case of a unit of a common interest

1 community to which subsection (g-1) of Section 18.5 of
2 the Condominium Property Act applies, the statement
3 required by subdivision (g-1) of Section 18.5 of the
4 Condominium Property Act; and

5 (I) such other information ordered by the Court.

6 (2) The notice of sale shall be published at least 3
7 consecutive calendar weeks (Sunday through Saturday), once
8 in each week, the first such notice to be published not
9 more than 45 days prior to the sale, the last such notice
10 to be published not less than 7 days prior to the sale, by:

11 (i) (A) advertisements in a newspaper circulated to the
12 general public in the county in which the real estate is
13 located, in the section of that newspaper where legal
14 notices are commonly placed and (B) separate
15 advertisements in the section of such a newspaper, which
16 (except in counties with a population in excess of
17 3,000,000) may be the same newspaper, in which real estate
18 other than real estate being sold as part of legal
19 proceedings is commonly advertised to the general public;
20 provided, that the separate advertisements in the real
21 estate section need not include a legal description and
22 that where both advertisements could be published in the
23 same newspaper and that newspaper does not have separate
24 legal notices and real estate advertisement sections, a
25 single advertisement with the legal description shall be
26 sufficient; and (ii) such other publications as may be

1 further ordered by the court.

2 (3) The party who gives notice of public sale in
3 accordance with subsection (c) of Section 15-1507 shall
4 also give notice to all parties in the action who have
5 appeared and have not theretofore been found by the court
6 to be in default for failure to plead. Such notice shall be
7 given in the manner provided in the applicable rules of
8 court for service of papers other than process and
9 complaint, not more than 45 days nor less than 7 days prior
10 to the day of sale. After notice is given as required in
11 this Section a copy thereof shall be filed in the office of
12 the clerk of the court entering the judgment, together with
13 a certificate of counsel or other proof that notice has
14 been served in compliance with this Section.

15 (4) The party who gives notice of public sale in
16 accordance with subsection (c) of Section 15-1507 shall
17 again give notice in accordance with that Section of any
18 adjourned sale; provided, however, that if the adjourned
19 sale is to occur less than 60 days after the last scheduled
20 sale, notice of any adjourned sale need not be given
21 pursuant to this Section. In the event of adjournment, the
22 person conducting the sale shall, upon adjournment,
23 announce the date, time and place upon which the adjourned
24 sale shall be held. Notwithstanding any language to the
25 contrary, for any adjourned sale that is to be conducted
26 more than 60 days after the date on which it was to first

1 be held, the party giving notice of such sale shall again
2 give notice in accordance with this Section.

3 (5) Notice of the sale may be given prior to the
4 expiration of any reinstatement period or redemption
5 period.

6 (6) No other notice by publication or posting shall be
7 necessary unless required by order or rule of the court.

8 (7) The person named in the notice of sale to be
9 contacted for information about the real estate may, but
10 shall not be required, to provide additional information
11 other than that set forth in the notice of sale.

12 (d) Election of Property. If the real estate which is the
13 subject of a judgment of foreclosure is susceptible of
14 division, the court may order it to be sold as necessary to
15 satisfy the judgment. The court shall determine which real
16 estate shall be sold, and the court may determine the order in
17 which separate tracts may be sold.

18 (e) Receipt upon Sale. Upon and at the sale of mortgaged
19 real estate, the person conducting the sale shall give to the
20 purchaser a receipt of sale. The receipt shall describe the
21 real estate purchased and shall show the amount bid, the amount
22 paid, the total amount paid to date and the amount still to be
23 paid therefor. An additional receipt shall be given at the time
24 of each subsequent payment.

25 (f) Certificate of Sale. Upon payment in full of the amount
26 bid, the person conducting the sale shall issue, in duplicate,

1 and give to the purchaser a Certificate of Sale. The
2 Certificate of Sale shall be in a recordable form, describe the
3 real estate purchased, indicate the date and place of sale and
4 show the amount paid therefor. The Certificate of Sale shall
5 further indicate that it is subject to confirmation by the
6 court. The duplicate certificate may be recorded in accordance
7 with Section 12-121. The Certificate of Sale shall be freely
8 assignable by endorsement thereon.

9 (g) Interest after Sale. Any bid at sale shall be deemed to
10 include, without the necessity of a court order, interest at
11 the statutory judgment rate on any unpaid portion of the sale
12 price from the date of sale to the date of payment.

13 (Source: P.A. 94-1049, eff. 1-1-07.)

14 Section 10. The Condominium Property Act is amended by
15 changing Section 18.5 as follows:

16 (765 ILCS 605/18.5) (from Ch. 30, par. 318.5)

17 Sec. 18.5. Master Associations.

18 (a) If the declaration, other condominium instrument, or
19 other duly recorded covenants provide that any of the powers of
20 the unit owners associations are to be exercised by or may be
21 delegated to a nonprofit corporation or unincorporated
22 association that exercises those or other powers on behalf of
23 one or more condominiums, or for the benefit of the unit owners
24 of one or more condominiums, such corporation or association

1 shall be a master association.

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

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

10 (c) Meetings and finances.

11 (1) Each unit owner of a condominium subject to the
12 authority of the board of the master association shall
13 receive, at least 30 days prior to the adoption thereof by
14 the board of the master association, a copy of the proposed
15 annual budget.

16 (2) The board of the master association shall annually
17 supply to all unit owners of condominiums subject to the
18 authority of the board of the master association an
19 itemized accounting of the common expenses for the
20 preceding year actually incurred or paid, together with a
21 tabulation of the amounts collected pursuant to the budget
22 or assessment, and showing the net excess or deficit of
23 income over expenditures plus reserves.

24 (3) Each unit owner of a condominium subject to the
25 authority of the board of the master association shall
26 receive written notice mailed or delivered no less than 10

1 and no more than 30 days prior to any meeting of the board
2 of the master association concerning the adoption of the
3 proposed annual budget or any increase in the budget, or
4 establishment of an assessment.

5 (4) Meetings of the board of the master association
6 shall be open to any unit owner in a condominium subject to
7 the authority of the board of the master association,
8 except for the portion of any meeting held:

9 (A) to discuss litigation when an action against or
10 on behalf of the particular master association has been
11 filed and is pending in a court or administrative
12 tribunal, or when the board of the master association
13 finds that such an action is probable or imminent,

14 (B) to consider information regarding appointment,
15 employment or dismissal of an employee, or

16 (C) to discuss violations of rules and regulations
17 of the master association or unpaid common expenses
18 owed to the master association.

19 Any vote on these matters shall be taken at a meeting or
20 portion thereof open to any unit owner of a condominium
21 subject to the authority of the master association.

22 Any unit owner may record the proceedings at meetings
23 required to be open by this Act by tape, film or other
24 means; the board may prescribe reasonable rules and
25 regulations to govern the right to make such recordings.
26 Notice of meetings shall be mailed or delivered at least 48

1 hours prior thereto, unless a written waiver of such notice
2 is signed by the persons entitled to notice before the
3 meeting is convened. Copies of notices of meetings of the
4 board of the master association shall be posted in
5 entranceways, elevators, or other conspicuous places in
6 the condominium at least 48 hours prior to the meeting of
7 the board of the master association. Where there is no
8 common entranceway for 7 or more units, the board of the
9 master association may designate one or more locations in
10 the proximity of these units where the notices of meetings
11 shall be posted.

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

1 the board. Satisfactory evidence of the installment
2 contract shall be made available to the association or its
3 agents. For purposes of this subsection, "installment
4 contract" shall have the same meaning as set forth in
5 subsection (e) of Section 1 of the Dwelling Unit
6 Installment Contract Act.

7 (6) The board of the master association shall have the
8 authority to establish and maintain a system of master
9 metering of public utility services and to collect payments
10 in connection therewith, subject to the requirements of the
11 Tenant Utility Payment Disclosure Act.

12 (7) The board of the master association or a common
13 interest community association shall have the power, after
14 notice and an opportunity to be heard, to levy and collect
15 reasonable fines from members for violations of the
16 declaration, bylaws, and rules and regulations of the
17 master association or the common interest community
18 association. Nothing contained in this subdivision (7)
19 shall give rise to a statutory lien for unpaid fines.

20 (8) Other than attorney's fees, no fees pertaining to
21 the collection of a unit owner's financial obligation to
22 the Association, including fees charged by a manager or
23 managing agent, shall be added to and deemed a part of an
24 owner's respective share of the common expenses unless: (i)
25 the managing agent fees relate to the costs to collect
26 common expenses for the Association; (ii) the fees are set

1 forth in a contract between the managing agent and the
2 Association; and (iii) the authority to add the management
3 fees to an owner's respective share of the common expenses
4 is specifically stated in the declaration or bylaws of the
5 Association.

6 (d) Records.

7 (1) The board of the master association shall maintain
8 the following records of the association and make them
9 available for examination and copying at convenient hours
10 of weekdays by any unit owners in a condominium subject to
11 the authority of the board or their mortgagees and their
12 duly authorized agents or attorneys:

13 (i) Copies of the recorded declaration, other
14 condominium instruments, other duly recorded covenants
15 and bylaws and any amendments, articles of
16 incorporation of the master association, annual
17 reports and any rules and regulations adopted by the
18 master association or its board shall be available.
19 Prior to the organization of the master association,
20 the developer shall maintain and make available the
21 records set forth in this subdivision (d)(1) for
22 examination and copying.

23 (ii) Detailed and accurate records in
24 chronological order of the receipts and expenditures
25 affecting the common areas, specifying and itemizing
26 the maintenance and repair expenses of the common areas

1 and any other expenses incurred, and copies of all
2 contracts, leases, or other agreements entered into by
3 the master association, shall be maintained.

4 (iii) The minutes of all meetings of the master
5 association and the board of the master association
6 shall be maintained for not less than 7 years.

7 (iv) Ballots and proxies related thereto, if any,
8 for any election held for the board of the master
9 association and for any other matters voted on by the
10 unit owners shall be maintained for not less than one
11 year.

12 (v) Such other records of the master association as
13 are available for inspection by members of a
14 not-for-profit corporation pursuant to Section 107.75
15 of the General Not For Profit Corporation Act of 1986
16 shall be maintained.

17 (vi) With respect to units owned by a land trust,
18 if a trustee designates in writing a person to cast
19 votes on behalf of the unit owner, the designation
20 shall remain in effect until a subsequent document is
21 filed with the association.

22 (2) Where a request for records under this subsection
23 is made in writing to the board of managers or its agent,
24 failure to provide the requested record or to respond
25 within 30 days shall be deemed a denial by the board of
26 directors.

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

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

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

13 (f) Administration of property prior to election of the
14 initial board of directors.

15 (1) Until the election, by the unit owners or the
16 boards of managers of the underlying condominium
17 associations, of the initial board of directors of a master
18 association whose declaration is recorded on or after
19 August 10, 1990, the same rights, titles, powers,
20 privileges, trusts, duties and obligations that are vested
21 in or imposed upon the board of directors by this Act or in
22 the declaration or other duly recorded covenant shall be
23 held and performed by the developer.

24 (2) The election of the initial board of directors of a
25 master association whose declaration is recorded on or
26 after August 10, 1990, by the unit owners or the boards of

1 managers of the underlying condominium associations, shall
2 be held not later than 60 days after the conveyance by the
3 developer of 75% of the units, or 3 years after the
4 recording of the declaration, whichever is earlier. The
5 developer shall give at least 21 days notice of the meeting
6 to elect the initial board of directors and shall upon
7 request provide to any unit owner, within 3 working days of
8 the request, the names, addresses, and weighted vote of
9 each unit owner entitled to vote at the meeting. Any unit
10 owner shall upon receipt of the request be provided with
11 the same information, within 10 days of the request, with
12 respect to each subsequent meeting to elect members of the
13 board of directors.

14 (3) If the initial board of directors of a master
15 association whose declaration is recorded on or after
16 August 10, 1990 is not elected by the unit owners or the
17 members of the underlying condominium association board of
18 managers at the time established in subdivision (f)(2), the
19 developer shall continue in office for a period of 30 days,
20 whereupon written notice of his resignation shall be sent
21 to all of the unit owners or members of the underlying
22 condominium board of managers entitled to vote at an
23 election for members of the board of directors.

24 (4) Within 60 days following the election of a majority
25 of the board of directors, other than the developer, by
26 unit owners, the developer shall deliver to the board of

1 directors:

2 (i) All original documents as recorded or filed
3 pertaining to the property, its administration, and
4 the association, such as the declaration, articles of
5 incorporation, other instruments, annual reports,
6 minutes, rules and regulations, and contracts, leases,
7 or other agreements entered into by the association. If
8 any original documents are unavailable, a copy may be
9 provided if certified by affidavit of the developer, or
10 an officer or agent of the developer, as being a
11 complete copy of the actual document recorded or filed.

12 (ii) A detailed accounting by the developer,
13 setting forth the source and nature of receipts and
14 expenditures in connection with the management,
15 maintenance and operation of the property, copies of
16 all insurance policies, and a list of any loans or
17 advances to the association which are outstanding.

18 (iii) Association funds, which shall have been at
19 all times segregated from any other moneys of the
20 developer.

21 (iv) A schedule of all real or personal property,
22 equipment and fixtures belonging to the association,
23 including documents transferring the property,
24 warranties, if any, for all real and personal property
25 and equipment, deeds, title insurance policies, and
26 all tax bills.

1 (v) A list of all litigation, administrative
2 action and arbitrations involving the association, any
3 notices of governmental bodies involving actions taken
4 or which may be taken concerning the association,
5 engineering and architectural drawings and
6 specifications as approved by any governmental
7 authority, all other documents filed with any other
8 governmental authority, all governmental certificates,
9 correspondence involving enforcement of any
10 association requirements, copies of any documents
11 relating to disputes involving unit owners, and
12 originals of all documents relating to everything
13 listed in this subparagraph.

14 (vi) If the developer fails to fully comply with
15 this paragraph (4) within the 60 days provided and
16 fails to fully comply within 10 days of written demand
17 mailed by registered or certified mail to his or her
18 last known address, the board may bring an action to
19 compel compliance with this paragraph (4). If the court
20 finds that any of the required deliveries were not made
21 within the required period, the board shall be entitled
22 to recover its reasonable attorneys' fees and costs
23 incurred from and after the date of expiration of the
24 10 day demand.

25 (5) With respect to any master association whose
26 declaration is recorded on or after August 10, 1990, any

1 contract, lease, or other agreement made prior to the
2 election of a majority of the board of directors other than
3 the developer by or on behalf of unit owners or underlying
4 condominium associations, the association or the board of
5 directors, which extends for a period of more than 2 years
6 from the recording of the declaration, shall be subject to
7 cancellation by more than 1/2 of the votes of the unit
8 owners, other than the developer, cast at a special meeting
9 of members called for that purpose during a period of 90
10 days prior to the expiration of the 2 year period if the
11 board of managers is elected by the unit owners, otherwise
12 by more than 1/2 of the underlying condominium board of
13 managers. At least 60 days prior to the expiration of the 2
14 year period, the board of directors, or, if the board is
15 still under developer control, then the board of managers
16 or the developer shall send notice to every unit owner or
17 underlying condominium board of managers, notifying them
18 of this provision, of what contracts, leases and other
19 agreements are affected, and of the procedure for calling a
20 meeting of the unit owners or for action by the underlying
21 condominium board of managers for the purpose of acting to
22 terminate such contracts, leases or other agreements.
23 During the 90 day period the other party to the contract,
24 lease, or other agreement shall also have the right of
25 cancellation.

26 (6) The statute of limitations for any actions in law

1 or equity which the master association may bring shall not
2 begin to run until the unit owners or underlying
3 condominium board of managers have elected a majority of
4 the members of the board of directors.

5 (g) In the event of any resale of a unit in a master
6 association by a unit owner other than the developer, the owner
7 shall obtain from the board of directors and shall make
8 available for inspection to the prospective purchaser, upon
9 demand, the following:

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

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

15 (3) A statement of any capital expenditures
16 anticipated by the association within the current or
17 succeeding 2 fiscal years.

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

21 (5) A copy of the statement of financial condition of
22 the association for the last fiscal year for which such a
23 statement is available.

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

26 (7) A statement setting forth what insurance coverage

1 is provided for all unit owners by the association.

2 (8) A statement that any improvements or alterations
3 made to the unit, or any part of the common areas assigned
4 thereto, by the prior unit owner are in good faith believed
5 to be in compliance with the declaration of the master
6 association.

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

11 A reasonable fee covering the direct out-of-pocket cost of
12 copying and providing such information may be charged by the
13 association or its board of directors to the unit seller for
14 providing the information.

15 (g-1) The purchaser of a unit of a common interest
16 community at a judicial foreclosure sale, other than a
17 mortgagee, who takes possession of a unit of a common interest
18 community pursuant to a court order or a purchaser who acquires
19 title from a mortgagee shall have the duty to pay the
20 proportionate share, if any, of the common expenses for the
21 unit that would have become due in the absence of any
22 assessment acceleration during the 6 months immediately
23 preceding institution of an action to enforce the collection of
24 assessments, and that remain unpaid by the owner during whose
25 possession the assessments accrued. If the outstanding
26 assessments are paid at any time during any action to enforce

1 the collection of assessments, the purchaser shall have no
2 obligation to pay any assessments that accrued before he or she
3 acquired title. The notice of sale of a unit of a common
4 interest community under subsection (c) of Section 15-1507 of
5 the Code of Civil Procedure shall state that the purchaser of
6 the unit other than a mortgagee shall pay the assessments
7 required by this subsection (g-1).

8 (h) Errors and omissions.

9 (1) If there is an omission or error in the declaration
10 or other instrument of the master association, the master
11 association may correct the error or omission by an
12 amendment to the declaration or other instrument, as may be
13 required to conform it to this Act, to any other applicable
14 statute, or to the declaration. The amendment shall be
15 adopted by vote of two-thirds of the members of the board
16 of directors or by a majority vote of the unit owners at a
17 meeting called for that purpose, unless the Act or the
18 declaration of the master association specifically
19 provides for greater percentages or different procedures.

20 (2) If, through a scrivener's error, a unit has not
21 been designated as owning an appropriate undivided share of
22 the common areas or does not bear an appropriate share of
23 the common expenses, or if all of the common expenses or
24 all of the common elements in the condominium have not been
25 distributed in the declaration, so that the sum total of
26 the shares of common areas which have been distributed or

1 the sum total of the shares of the common expenses fail to
2 equal 100%, or if it appears that more than 100% of the
3 common elements or common expenses have been distributed,
4 the error may be corrected by operation of law by filing an
5 amendment to the declaration, approved by vote of
6 two-thirds of the members of the board of directors or a
7 majority vote of the unit owners at a meeting called for
8 that purpose, which proportionately adjusts all percentage
9 interests so that the total is equal to 100%, unless the
10 declaration specifically provides for a different
11 procedure or different percentage vote by the owners of the
12 units and the owners of mortgages thereon affected by
13 modification being made in the undivided interest in the
14 common areas, the number of votes in the unit owners
15 association or the liability for common expenses
16 appertaining to the unit.

17 (3) If an omission or error or a scrivener's error in
18 the declaration or other instrument is corrected by vote of
19 two-thirds of the members of the board of directors
20 pursuant to the authority established in subdivisions
21 (h)(1) or (h)(2) of this Section, the board, upon written
22 petition by unit owners with 20% of the votes of the
23 association or resolutions adopted by the board of managers
24 or board of directors of the condominium and common
25 interest community associations which select 20% of the
26 members of the board of directors of the master

1 association, whichever is applicable, received within 30
2 days of the board action, shall call a meeting of the unit
3 owners or the boards of the condominium and common interest
4 community associations which select members of the board of
5 directors of the master association within 30 days of the
6 filing of the petition or receipt of the condominium and
7 common interest community association resolution to
8 consider the board action. Unless a majority of the votes
9 of the unit owners of the association are cast at the
10 meeting to reject the action, or board of managers or board
11 of directors of condominium and common interest community
12 associations which select over 50% of the members of the
13 board of the master association adopt resolutions prior to
14 the meeting rejecting the action of the board of directors
15 of the master association, it is ratified whether or not a
16 quorum is present.

17 (4) The procedures for amendments set forth in this
18 subsection (h) cannot be used if such an amendment would
19 materially or adversely affect property rights of the unit
20 owners unless the affected unit owners consent in writing.
21 This Section does not restrict the powers of the
22 association to otherwise amend the declaration, bylaws, or
23 other condominium instruments, but authorizes a simple
24 process of amendment requiring a lesser vote for the
25 purpose of correcting defects, errors, or omissions when
26 the property rights of the unit owners are not materially

1 or adversely affected.

2 (5) If there is an omission or error in the declaration
3 or other instruments that may not be corrected by an
4 amendment procedure set forth in subdivision (h)(1) or
5 (h)(2) of this Section, then the circuit court in the
6 county in which the master association is located shall
7 have jurisdiction to hear a petition of one or more of the
8 unit owners thereon or of the association, to correct the
9 error or omission, and the action may be a class action.
10 The court may require that one or more methods of
11 correcting the error or omission be submitted to the unit
12 owners to determine the most acceptable correction. All
13 unit owners in the association must be joined as parties to
14 the action. Service of process on owners may be by
15 publication, but the plaintiff shall furnish all unit
16 owners not personally served with process with copies of
17 the petition and final judgment of the court by certified
18 mail, return receipt requested, at their last known
19 address.

20 (6) Nothing contained in this Section shall be
21 construed to invalidate any provision of a declaration
22 authorizing the developer to amend an instrument prior to
23 the latest date on which the initial membership meeting of
24 the unit owners must be held, whether or not it has
25 actually been held, to bring the instrument into compliance
26 with the legal requirements of the Federal National

1 Mortgage Association, the Federal Home Loan Mortgage
2 Corporation, the Federal Housing Administration, the
3 United States Veterans Administration or their respective
4 successors and assigns.

5 (i) The provisions of subsections (c) through (h) are
6 applicable to all declarations, other condominium instruments,
7 and other duly recorded covenants establishing the powers and
8 duties of the master association recorded under this Act. Any
9 portion of a declaration, other condominium instrument, or
10 other duly recorded covenant establishing the powers and duties
11 of a master association which contains provisions contrary to
12 the provisions of subsection (c) through (h) shall be void as
13 against public policy and ineffective. Any declaration, other
14 condominium instrument, or other duly recorded covenant
15 establishing the powers and duties of the master association
16 which fails to contain the provisions required by subsections
17 (c) through (h) shall be deemed to incorporate such provisions
18 by operation of law.

19 (j) The provisions of subsections (c) through (h) are
20 applicable to all common interest community associations and
21 their unit owners for common interest community associations
22 which are subject to the provisions of Section 9-102(a)(8) of
23 the Code of Civil Procedure. For purposes of this subsection,
24 the terms "common interest community" and "unit owners" shall
25 have the same meaning as set forth in Section 9-102(c) of the
26 Code of Civil Procedure.

1 (Source: P.A. 94-384, eff. 1-1-06.)

2 Section 99. Effective date. This Act takes effect upon
3 becoming law.