

July 2017



The Condo Unit Owner's Rights and Responsibilities Handbook



Since the first Declaration of Condominium Ownership in Illinois was recorded on January 31, 1963, condominiums have become a very popular form of home ownership in Illinois. By one estimate, 3.7 million Illinoisans resided within a condominium development in 2015 – a number equal to nearly thirty percent of the State’s population that year.

“Condominium” refers to a method of ownership and not a physical style or type of building. New and existing high-rise buildings, townhouses, duplexes and three-flats can all be condominiums. Home ownership in a condominium association is decidedly different compared to a single family home.

***“Condominium”
refers to a method of
ownership and not a
physical style or type
of building.***

Condominium living is accompanied by distinct duties and responsibilities, as well as certain rights for unit owners. As pleasant and convenient as living in a condominium association can be, this type of housing presents its unique set of challenges.

A condominium association is, after all, a sort of highly-local mini-government with its own set of internal “laws.” But just as there are rules with which condominium unit owners (“unit owners”) must comply, so, too, do unit owners have rights. The purpose of this publication is to discuss the basic rights and responsibilities of unit owners.

The information contained in this publication is a brief overview of the duties, rights and responsibilities of unit owners in condominium developments. The information is intended to provide general information and is not a substitute for obtaining legal advice to address specific situations. Since this publication will not contain subsequent changes in the law, it should only be used as a general source of information. The complete text of the Illinois Condominium Property Act (“Act”) (765 ILCS 605/1, *et. seq.*) as well as the General Not for Profit Corporation Act (805 ILCS 105/1, *et. seq.*) can be obtained on the website of the Illinois Condominium and Common Interest Community Ombudsperson at :

<http://www.idfpr.com/CCICO>.

The General Not for Profit Corporation Act is relevant to those associations that have elected to become not-for-profit corporations and have registered with the Illinois Secretary of State and; associations, whether or not incorporated, have those powers and responsibilities specified in the General Not For Profit Corporation Act that are not inconsistent with this Act or the condominium instruments.

Legal Basis for the Condominium

The Illinois Condominium Property Act provides the framework for the creation and governance of condominium associations. Condominium associations may choose to incorporate as Illinois not-for-profit corporations, pursuant to Section 18.1 of the Act, but are not required to do so. An association, whether or not it is incorporated, has the powers and responsibilities specified in the General Not for Profit Corporation Act of 1986 that are not inconsistent with the Act or the condominium instruments (as defined in the Act).

In the context of associations, the terms “board of directors” and “board of managers” are frequently used interchangeably. “Board of Directors” is the usual name for the group of unit owners governing an association that has corporation status, including a not-for-profit condominium association. “Board of Managers” is the usual name for the group of unit owners governing an association that is unincorporated.

***Every unit owner
automatically
becomes a member of
the unit owners’
association***

Every unit owner automatically becomes a member of the unit owners’ association --the association of all the unit owners, acting pursuant to bylaws through its duly elected board of managers. Throughout this publication, the term “unit owner” and “member” will be used interchangeably, “association” will refer to the condominium association and “board” will refer to the board of managers or board of directors, whichever is applicable.

Governance Documents

Just as the operator of a motor vehicle must be knowledgeable about the “rules of the road,” so must unit owners become familiar with the documents that control the operation and administration of the condominium association. These are:

Declaration: The declaration is the document which creates and defines the association. It essentially contains the “ground rules” for the association. It is recorded against the entire property so that all owners who buy property in the association after the date on which the declaration is recorded will be bound by its

provisions. Thus, the declaration “runs with the land,” i.e., is found in the chain of title to the property, and affects all subsequent owners of the property. The declaration will also commonly contain various restrictions against owners using the property or the units in a certain way. The declaration may be considered the “constitution” for the operation and administration of the condominium association. As a general rule, if there is a conflict between the provisions of the declaration and the bylaws or other condominium instruments, the declaration prevails except to the extent it is inconsistent with the Act.

Bylaws: The Bylaws, often an exhibit to the declaration or incorporated within the body of the declaration, contain the procedural framework under which the association/corporation will run. The bylaws tell the board of directors how to run the corporation, i.e. how many people should sit on the Board, how often to meet, notice requirements, the power of the Board, the manner by which board members may participate in a board meeting and the method of filling vacancies on the board, for example. An association’s bylaws must set forth the method by which the association adopts and amends rules and regulations governing the use and operation of the common elements.

Rules and Regulations: Rules (or “rules and regulations”) are sometimes referred to as the “dos and don’ts” of a community association. The rules assist the association in meeting obligations and terms imposed by or restrictions within an association’s declaration. It is a board function to adopt or amend rules.

There is a hierarchy of authority between the association’s governing documents and the Act. In any situation where the governing documents and the Act conflict (for instance, where the governing documents limit the Board’s ability to pass special assessments or make certain expenditures), the Act will control and trump any inconsistent provision within the governing documents.

All persons who use or occupy a condominium unit are subject to the Act, as well as the declaration, bylaws and rules and regulations. (Act, Section 18(n)).

All persons who use or occupy a condominium unit are subject to the Act, as well as the declaration, bylaws and rules and regulations.

Unit Owners' Rights and Responsibilities

Availability of Condominium Documents:

Pursuant to Section 19 of the Act, any member of an association has the right to inspect, examine, and make copies of: (1) the association's declaration, bylaws, and plats of survey and all amendments to these documents; (2) the association's rules and regulations, if any; (3) if the association is incorporated, the association's articles of incorporation and all amendments to the articles; (4) minutes of all meetings of the board for the immediately preceding 7 years; and (5) all current policies of insurance of the association. In order to exercise this right, an association member must submit a written request to the board or its authorized agent, stating "with particularity" the records being requested. An association must generally provide such records within 30 days.

The Act also gives association members the right to inspect, examine, and make copies of another subset of documents, but with respect to these, the member must not only identify the records "with particularity" but also state "a proper purpose" for requesting them.

These documents are (1) all contracts, leases and other agreements then in effect to which the association is a party or under which the association or the unit owners have obligations or liabilities; (2) a current listing of the names, addresses and weighted vote of all members entitled to vote; (3) ballots and proxies related to ballots for all matters and voted on by the members of the association during the immediately preceding 12 months, including but not limited to the election of members of the board; (4) the books and records of account for the association's current and 10 immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures. An association must generally provide such records within 30 business days.



An association must generally provide such records within 30 days. While the term "proper purpose" is not defined in the Act, Illinois courts have applied principles of corporate law in holding that a proper purpose is established where a unit owner asserts a good-faith fear of mismanagement of financial matters by the association. Furthermore, courts have held that a proper purpose is shown when an owner has an honest motive, is acting in good faith, and is not proceeding for vexatious or speculative reasons. A "proper purpose" cannot be for purposes of harassment and retaliation.

The association shall charge the requesting member the actual cost to the association of retrieving and making requested records available for inspection and examination and, if a member requests copies of the records, the association shall charge its actual costs of reproducing the records to the requesting member.

Anti-Discrimination: Federal law prohibits discrimination in housing by associations and their agents and employees on the basis of race, color, national origin, sex, religion, disability, and familial status (children in the

The Illinois Human Rights Act prohibits discrimination on the basis of ancestry, marital status, sexual orientation or order of protection status.

family). In addition, the Illinois Human Rights Act prohibits discrimination on the basis of ancestry, marital status, sexual orientation or order of protection status. Examples of discriminatory rules are those that prohibit children from using recreational areas or other services, such as using the swimming pool.

Just as it is illegal to discriminate against persons because of their race, it is illegal to discriminate against them because they have children. Also, physically disabled unit owners may have a right to install physical accommodations (at the disabled person's own expense) such as ramps, handrails and similar improvements to enable them to have full use of the condominium property or their unit.

An association with rules limiting pets must generally exempt "assistance animals" – a broad term used by the U.S. Department of Housing and Urban Development ("HUD") to encompass not only "service animals" which are exclusively dogs that have been specially trained to perform specific tasks or do work for the benefit of a disabled individual, but also "emotional support animals" which includes any animal (including, but not limited to, dogs, cats, birds, reptiles, etc.) which provides disability-related assistance to its owner but need not have been specifically trained or certified in any way. HUD makes clear that all

www.idfpr.com/CCICO/

assistance animals in any housing context including private residential associations, must be considered under the Federal Fair Housing act's "reasonable accommodation" requirements.

Boards have a responsibility to reasonably accommodate the needs of a unit owner who is a person with a disability as required by the federal Civil Rights Act of 1968, the Illinois Human Rights Act and any applicable local ordinances in the exercise of its powers with respect to the use of the common elements or approval of modifications in an individual unit. The individual whose needs are being thus accommodated may be asked to pay the costs of any such modifications.



Association Meetings: There are two types of meetings: board meetings and membership meetings. Membership meetings are often referred to as unit owner meetings. Unit owners have the right to attend both types of meeting.

Board Meetings

An association board must meet at least four times annually and a quorum (as defined in the by-laws) of board members is required, but board members may participate in and act at any meeting of the board in person, by telephonic means, or by use of acceptable technological means enabling all persons participating in the meeting to communicate with each other.

Notice of every board meeting must be posted in entranceways, elevators or other conspicuous places in the condominium at least 48 hours prior to the meeting; if there is no common entranceway for 7 or more units, the board may designate alternate locations; and provide by mail or delivery to each unit owner, if required by the bylaws or otherwise required by the Act. If a unit owner has provided written authorization, such delivery may be made by acceptable technological means.

Meetings must be open to all unit owners. At the option of board members, others may be invited, such as the management company representative or others presenting information about association business. Unit Owners do not have the right to comment at board meetings.

However, many condominium association boards have a unit owner comment period, subject to the discretion of the board. Any unit owner may record a board meeting by tape, film, or other means. The board may adopt reasonable rules to govern the making of such recordings.

Membership/Association Meetings

A membership meeting must be held at least once a year and requires a quorum of unit owners which, by default under the Act, is defined as 20% of the unit owners. Written notice must be mailed or delivered to all unit owners, giving no less than 10 days and no more than 30 days' notice of the time, place and purpose of the meeting. If the unit owner has provided written authorization, such delivery may be made by acceptable technological means. If a proposed rule is to be discussed at a membership meeting called for that specific purpose, the notice must contain the full text of the proposed rule.

Special meetings of the members can be called by the president, the board or by 20% of unit owners.

Closed Meetings

A "closed session" is a portion of an open board meeting during which the board discusses – but does not vote on – certain sensitive matters specified by Illinois law, without any owners present. A closed session occurs when the board votes to go into closed session at any time during a board meeting or when a quorum of board directors meeting privately outside of a board meeting to discuss one (1) of the following six (6) matters that may lawfully be addressed in closed session: (1) discussing pending or likely litigation by or against the association; (2)

discussing the appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services; (3) interviewing a potential employee, independent contractor, agent, or other provider of goods and services; (4) discussing violations of the association's rules and regulations; (5) discussing an owner's unpaid assessments; and (6) consultation with the association's legal counsel. Minutes of the board meeting should not reflect the matters discussed in closed session, and any vote on matters discussed in closed session must take place in an open portion of a board meeting. Some or all of the members of a condominium association board may also meet privately (that is, without holding a board meeting) for those same six purposes.

A "closed session" is a portion of an open board meeting during which the board discusses—but does not vote on—certain sensitive matters

Assessments: Members of a condominium association are legally obligated to collect assessments from the unit owners. Each unit owner has a duty to pay his share of common expenses in a timely manner. This share of common expenses is collected through the process of "assessment" and arises from the fact that every unit owner shares common element ownership in an undivided manner. Unit owners are responsible for paying "assessments" including both assessments for day to day operating expenses, reserve assessments for expenses relating to long-term maintenance and any "special assessments." Assessments are determined according to the percentage of ownership in the common elements set forth in the association's declaration.

Each association's bylaws must specify the method of estimating the amount of the annual budget, and the manner of assessing and collecting from the unit owners their respective shares of such estimated expenses.

They must also explicitly provide that the association has no authority to forbear the payment of assessments by any unit owner—to permit a unit owner to refrain from paying assessments. Therefore, unit owners may not either withhold assessments or pay them into an escrow account.

If there are unplanned repairs or other situations where additional funds are needed to support the association, then the primary tool at the board's disposal is a special assessment. A special assessment allows the Board to collect additional funds from the unit owners above and beyond the normal monthly assessments.

Each unit owner has a duty to pay his share of common expenses in a timely manner.

Special assessments can be arranged in whatever manner the board would like in terms of timing and number of payments. For example, a special assessment may call for a single lump payment or may require smaller payments over months or even years. Owners may be issuing two payments each month; one for their normal monthly assessment and another for the special assessment. The unit owners **are not** included in the vote and *may not* veto the board's decision if the special assessment has been adopted for

emergency or legally mandated purposes (discussed further herein). Unit owners do have recourse to

reject special assessments adopted by the board for all other expenditures.

If the board of directors adopts a special assessment that results in the total assessments in a given year exceeding one hundred and fifteen percent (115%) of the total assessments in the prior year, then owners can petition the board for a meeting of owners to vote on such special assessment. The petition must be signed by owners with at least twenty percent (20%) of the total votes and presented to the board within fourteen (14) days of the board's approval of the special assessment. If such a petition is presented, the board must call a meeting of owners within thirty (30) days, and at the meeting owners with a majority of the total votes in the association must vote to reject the special assessment, or else it is ratified.

Pursuant to Section 18(a)(8) of the Act, separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the board of managers without being subject to unit owner approval. "Emergency" is defined as an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of the unit owners.

The Act provides that all special assessments related to emergencies (defined as "an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of the unit owners") or mandated by law are not subject to veto by the owners. Assessments for additions and alterations to the common elements or to association-owned property not included in the adopted annual budget, must be separately assessed and are subject to approval of two-thirds of the total votes of all unit owners.

Condo unit owners may not withhold assessments even if the condo association fails to make repairs and perform maintenance. If a unit owner does not pay his or her assessment (or of any other expenses lawfully agreed upon or any unpaid fine) to the association, the association may file for relief under the Forcible Entry and Detainer Act. (735 ILCS 5/9-101).

This law allows the association to ask a court for a money judgment and possession of the unit for which assessments have not been paid. The law only allows the association to take possession of the unit; the owner will still own the unit. Once the association has possession of the unit, it may rent out the unit and use the rental income to pay the past due assessments.

Each year the board must prepare and distribute a proposed annual budget

A full discussion of the Forcible Entry and Detainer Act is beyond the scope of this publication and any unit owner against whom such an action is filed is encouraged to promptly seek legal advice.

Budget: Each year the board must prepare and distribute a proposed annual budget indicating with particularity: all anticipated common expenses by category (line item); capital expenditures or repairs; payment of real estate taxes, if any; the amount designated for reserves; each unit owner's anticipated assessments; and other anticipated income.

Unit owners must be provided with a copy of the proposed annual budget at least 25 days before the date of the board meeting at which the board will adopt the proposed annual budget. Notice of the board meeting at which the board will adopt the proposed annual budget must be mailed or delivered to all unit owners not less than 10 days and not more than 30 days before the date of that board meeting. Notice of the board meeting must also be posted at least 48 hours before the date of that board meeting. "Notice" means, with certain



exceptions, posting in entranceways, elevators or other conspicuous places in the condominium. Notice must also be given to: (i) each unit owner who has provided the association with written authorization to conduct business by acceptable technological means, and (ii) to the extent that the condominium instruments of an association require, to each other unit owner by mail or delivery.

The budget must be approved by at least a majority of the board members present at a properly noticed open board meeting, at which a quorum of the board is present during the entire meeting.

Unless an association has expressly waived the Act's reserve requirements by a vote of 2/3 of the total votes of the association, all budgets must provide for "reasonable reserves" for capital expenditures and deferred maintenance for repair or replacement of the common elements. To determine the amount of reserves appropriate for an association, the board must consider the following: (i) the repair and replacement cost, and the estimated useful life, of the property which the association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the buildings and common elements, and energy systems and equipment; (ii) the current and anticipated return on investment of association funds; (iii) any independent professional reserve study which the association may obtain; (iv) the financial impact on unit owners, and the market value of the condominium units, of any assessment increase needed to fund reserves; and (v) the ability of the association to obtain financing or refinancing.

Each unit owner has the right to receive an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payments of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

Disclosures to prospective purchasers:

The Act grants rights not only to unit owners, but to prospective purchasers buying a condominium unit from an owner other than the developer (who are subject to more rigorous disclosure requirements). If the prospective purchaser asks for them, the unit owner/seller is required to obtain from the board and make available for inspection, the following: (1) a copy of the declaration, bylaws, other condominium instruments and any rules and regulation; (2) a statement of any liens, including a statement of the account of the unit setting forth the amounts

***The Act grants rights
not only to unit owners,
but to prospective
purchasers***

of unpaid assessments and other charges due and owing; (3) a statement of any capital expenditures anticipated by the unit owner’s association within the current or succeeding two fiscal years; (4) a statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the board; (5) a copy of the statement of financial condition of the unit owner’s association for the last fiscal year for which such a statement is available; (6) a statement of the status of any pending suits or judgments in which the unit owner’s association is a party; (7) a statement setting forth what insurance coverage is provided for all unit owners by the unit owner’s association; (8) a statement that any improvement or alterations made to the unit, or the limited common elements assigned to the unit, by the prior (selling) unit owners are in good faith believed to be in compliance with the condominium instruments;

and (9) the identity and mailing address of the principal officer of the unit owner’s association or of the other officer or agent as is specifically designated to receive notices. The association must provide this information when requested to do so in writing and within 30 days of the request. These are often referred to as “Section 22.1 Disclosures,” referring to the Section of the Act which requires them.

Elections: The most important role and right of a unit owner is electing directors to the association’s board, which has a great deal of power over the day-to-day operations of the association.

The bylaws of every condominium association must provide for the election from among the unit owners of a board of managers. Once elected, board members have broad authority to act on behalf of the association and its members subject to the Act, the declaration and bylaws including filling vacancies on the board until the next annual meeting of unit owners and electing the association’s officers.



The Act requires that the members hold an annual meeting, one of the purposes of which is the election of board members from among the unit owners. The Act generally provides unit owners the right to vote in person or by a proxy executed in writing by the unit owner or his duly authorized attorney. However, it is important for unit owners to be familiar with the declaration, bylaws and rules of their association, which may prohibit the use of proxies or provide for alternative voting methods (i.e. electronic voting or absentee ballots).

The board may distribute to unit owners biographical and background information about candidates for election to the board if reasonable efforts are made to identify all candidates, all candidates are given an opportunity to include this information in the materials to be distributed to unit owners, and the board does not express a preference in favor of any

Written notice of the meeting at which the election will be conducted must be mailed or delivered to all unit owners, giving no less than 10 days and no more than 30 days' notice of the time, place and purpose of the meeting. If the unit owner has provided written authorization to receive delivery by acceptable technological means (most often, email), such delivery may be made by an Association.

Fiduciary Duties: Unit owners have a right to expect that members of the board will “do right by them” or in legal terms, fulfill their fiduciary duties. The Act specifically requires the officers and members of the board (the directors) to exercise the care required of a fiduciary of the unit owners. Generally speaking, these, fiduciary duties require undivided loyalty and the exercise of reasonable business judgment in conducting

A unit owner may not do anything in his or her unit that will jeopardize other property in the condominium

the business affairs of the association. Even if a unit owner doesn't believe that the board has made the “right” decision, if the board and its members follow the correct procedures and act in the interest of the association, they generally will not be personally liable for their actions on behalf of the association.

Improvements and Alterations: A unit owner has the right to “make his home his castle” but must do so in accordance with the association's governing documents. Generally speaking, a unit owner may not do anything in his or her unit that will jeopardize other property in the condominium or interfere with the use and enjoyment of the property by other unit owners.

Moreover, the association's declaration generally prohibits unit owners from making alterations to any common limited common element (including those located within the unit owner's unit) without written board approval, thereby limiting the unit owner's ability to take unilateral action in certain cases. The board also has the right, under the Act, to access any unit if necessary for the maintenance, repair or replacement of common elements or for making emergency repairs necessary to prevent damage to the common elements or to other units.

"Emergency" is defined in the Act to mean an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of the unit owners. To the extent possible, it is a good practice for associations to notify unit owners if it plans to make access for non-emergency purposes.

Leases: A properly adopted declaration provision can restrict renters within an association. If the association does permit renters, the unit owner leasing the unit must deliver a copy of the signed lease to the board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or 10 days after the lease is signed. All persons who use or occupy a condominium unit are subject to the Act, as well as the declaration, bylaws and rules and regulations. Since the renter will be required to comply with the provisions of these documents, the unit owner should provide the renter with a copy of those documents or, at minimum, of the rules and regulations. Pursuant to Section 9.2(a) of the Act, unit owners are liable for any damage caused to the association by their tenants, and the board, in certain cases, will have recourse against both the unit owner and tenant for violations of the declaration, by-laws or rules.



Since non-compliance with the association's rules and regulations may have an effect on the association and unit owners, it is a good idea for associations themselves to provide renters with the most recent copy of its rules and regulations.

Reserve Study: A "reserve study" is a sort of "business plan" for the maintenance of the association's assets. As a general rule, a reserve study includes a physical analysis and a financial analysis and assesses the state of the common elements. A "reserve study" is often used by boards to help

Unit owners have the right to participate in the association's rulemaking process

determine whether the association is maintaining reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the common elements as required by the Act.

Rules and Regulations: Unit owners have the right to participate in the association's rulemaking process by attending and participating in any membership meeting called for the specific purpose of discussing proposed rules and regulation. Written notice of such meeting must be mailed or delivered giving members no less than 10 and no more than 30 days' notice of the time, place and purpose of the meeting. If the unit owner has provided written authorization, such delivery may be made by acceptable technological means. The notice must contain the full text of the proposed rule. Unless an association's declaration or bylaws provide otherwise, no quorum is required at the meeting.

A board may not adopt rules or regulations that impair any rights protected by

First Amendment to the United States Constitution or the freedom of speech provisions contained in the Illinois Constitution. The association may not enact any rule or regulation that prohibits any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium unit. A board may also not prohibit the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located.

Unit owners have a responsibility to obey their association's rules and regulations. The Act gives associations the ability to, following notice and an opportunity to be heard, to levy reasonable fines for violation of the declaration in, bylaws and rules and regulations of the association. No specific form of notice is required, but the notice should inform the unit owner of the rule he or she has allegedly violated, along with the time, date and location of the violation. The notice should also inform the owner that he or she has the right to request a hearing before the board by notifying the association in writing of the request. In other words, a unit owner has a right to some level of due process before an association levies a fine against him. Unit owners have a responsibility to pay any fines levied against them. The Act provides that if a unit owner fails to pay a fine when it is due, the amount of the fine together with any interest, late charges, reasonable attorney fees incurred enforcing the condominium instruments or rules and regulations constitute a lien on the interest of the unit owner in the property.

Units, Common Elements and Limited Common Elements:

The inner space of a unit owner's residence, the "unit" in which the owner resides, is the owner's to decorate, maintain and live in. As a general rule, all space and other fixtures and improvements within the boundaries of a unit are considered to be a part of that unit.

As a general principle, unit owners have the "right of quiet enjoyment" of their residence. However, the declaration often sets forth restrictions on activities that may interfere with the use and enjoyment of an individual unit owner's residence or the common elements.

An association may not adopt rules or regulations that impair any rights protected by First Amendment to the United States Constitution...

To the extent these are not set forth in the declaration, the bylaws must contain restrictions and requirements regarding the use and maintenance of the units and the common elements that are designed to prevent "unreasonable interference" with the use of their respective units and of the common elements.

"Common Elements" is defined in the Act to mean all portions of the property except the units, including limited common elements unless otherwise specified. "Limited Common Elements" is defined by the Act to mean a portion of the common elements so

designated in the declaration as being reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to balconies, terraces, patios and parking spaces or facilities. The Condominium Act expressly states the board shall administer the common elements, which includes maintenance, repair and replacement. An association's bylaws must provide for the maintenance, repair and replacement of the common elements. All unit owners share the right to use the common elements subject to reasonable regulations as well as responsibility for their maintenance (through the payment of assessments).

Unit owners should carefully review the contents of the declaration to which their association is subject. Generally, the Declarations define the common elements as all of the property except for the dwelling units. This means common elements could include recreation facilities foundations, hallways, stairways, entrances and exits, common parking areas, storage areas, basement, roof, electrical wiring and conduits, central heating and air, public utility lines, floors, ceilings, outside walks and driveways, landscaping. Limited common elements are generally defined as those common elements which are appurtenant to or for the exclusive use of some, but not all, unit owners. common or limited common elements in any way. Some examples of limited common elements are balconies, plumbing fixtures and related pipes, terraces, patios and parking spaces. Generally, a unit owner must obtain written board approval before modifying the common or limited common elements in any way.

Unit Owner Rights quick reference guide

Acceptable Technological Means

The right to perform any obligation or exercise any right under any condominium instrument or the Act by use of acceptable technological means including electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability. 765 ILCS 605/18.8(b)

Board Matters

The right to receive notice of every board meeting at least 48 hours prior to the meeting. 765 ILCS 605/18(a)(9)(E)

The right to attend every board meeting (except those portions thereof that may properly be closed). 765 ILCS 605/18(a)(9)(A)

The right to record the proceedings and meetings of the board, subject to reasonable rules and regulations prescribed by the board. 765 ILCS 605/18(a)(9)(C)

The right to know how administrative rules and regulations governing operation of and use of the common elements are adopted and amended. 765 ILCS 605/18(b)(l)

The right to receive notice of the board's intent to enter into a contract with a current board member or with a corporation or partnership in which a board member or member of his or her immediate family has 25% or more interest within 20 days after a decision is made to enter into the contract. 765 ILCS 605/18(a)(16). (The Act contains provisions pursuant to which unit owners may petition for a meeting to be held for an election to approve or disapprove the contract.)

Budgets

The right to receive a detailed proposed annual budget prepared by the Board and distributed to all unit owners. 754 ILCS 605/9(c)(1)

The right to receive a copy of the proposed annual budget at least 25 days prior to the adoption thereof by the board. 765 ILCS 605/18(a)(7)

The right to receive notice of any board meeting concerning the adoption of the budget or to adopt a special assessment. 765 ILCS 605/18(a)(8). Unit owners must be given at least 10 but not more than 30 days' notice of the meeting. 765 ILCS 605/18(b)(6)

The right to an association budget that provides for reasonable reserves for repair or replacement of the common elements (unless waived by the association if the condominium instruments do not include a reserve requirement). 765 ILCS 605/9(c)(2)

Unit Owner Rights (continued)

Displays

The right to reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium unit. 765 ILCS 605/18(h)

The right to display the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located. 765 ILCS 605/18.6

Elections

The right to elect a board of managers or board of directors. 765 ILCS 605/18(a)(1)

The right to express a preference for any of the known candidates for election to the board or to write in a name. 765 ILCS 605/18(a)(18)

Inspection of Records

The right to inspect, examine and make copies, at any reasonable time, of the following records: The association's declaration, bylaws, plats of survey and all amendments of these; the rules and regulations of the association; the articles of incorporation of the association and all amendments to the articles of incorporation; minutes of all meetings of the association for the immediately preceding 7 years; and all current policies of insurance of the association. 765 ILCS 605/19(b)

The right to submit a written request, stating with particularity the records sought to be examined and a proper purpose, to inspect, examine and make copies of all contracts, leases and other agreements then in effect to which the association is a party or under which the association is a party or under which the association of the unit owners have obligations or liabilities; a current listing of the names, addresses and weighted vote of all members entitled to vote; ballots and proxies related to ballots for all matters voted on by the members of the association during the immediately preceding 12 months, including but not limited to the election of members of the board; and the books and records of account for the association's current and 10 immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures. 765 ILCS 605/19(c)

Quiet Enjoyment

The right to use his or her unit and the common elements without unreasonable interference subject to restrictions imposed in either or both of the governing documents or the rules and regulations. 765 ILCS 605/18(b)(13)(k)

Statements of Account

The right to receive a statement of the unit owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such unit owner upon 10 days' notice and payment of a reasonable fee. 765 ILCS 605/18(b)(i)

The right to receive notice of the board's intent to enter into a contract with a current board member or with a corporation or partnership in which a board member or member of his or her immediate family has 25% or more interest within 20 days after a decision is made to enter into the contract. 765 ILCS 605/18(a)(16). (The Act contains provisions pursuant to which unit owners may petition for a meeting to be held for an election to approve or disapprove the contract.)

Unit Owner Obligations quick reference guide

Adherence to Declaration, Bylaws and Rules and Regulations

Unit owners must abide by all requirements under the Act, or under the declaration, bylaws or the rules and regulations of the board. This obligation extends to any unit owner, and his or her “tenant, invitee or guest.” 765 ILCS 605/9.2(a)

Payment of Assessments

Unit owners must pay assessments in the amounts and at times determined by the board. 765 ILCS 605/9(a),(f)

Use and Enjoyment

Unit owners must grant the association access to their unit as may be necessary to facilitate the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to other units. 765 ILCS 605/18.4(j)

Unit owners may not interfere with the “right of quiet enjoyment” presumed to extend to all unit owners.

The mission of the CCIC Ombudsperson is to provide information to unit owners, condominium and common interest community associations and their respective boards in order that they all may better understand their rights and obligations under the Condominium Property Act and the Common Interest Community Association Act.

www.idfpr.com/CCICO/

You may submit your inquiry to the CCIC Ombudsperson by completing the Inquiry Form, a fillable PDF, and then emailing it to

FPR.CCICO@illinois.gov.

Call the Toll Free Number

You may call the CCIC Ombudsperson on its toll free number at 844.856.5193. However, please note that you will simply be directed back to this website and will not be able to leave a voice message.

