

(765 ILCS 605/30) (from Ch. 30, par. 330)

Sec. 30. (a) No real estate may be submitted to the provisions of the Act as a conversion condominium unless (i) a notice of intent to submit the real estate to this Act (notice of intent) has been given to all persons who were tenants of the building located on the real estate on the date the notice is given. Such notice shall be given at least 30 days, and not more than 1 year prior to the recording of the declaration which submits the real estate to this Act; and (ii) the developer executes and acknowledges a certificate which shall be attached to and made a part of the declaration and which provides that the developer, prior to the execution by him or his agent of any agreement for the sale of a unit, has given a copy of the notice of intent to all persons who were tenants of the building located on the real estate on the date the notice of intent was given.

Any developer of a conversion condominium must, upon issuing the notice of intent, publish and deliver along with such notice of intent, a schedule of selling prices for all units subject to the condominium instruments and offer to sell such unit to the current tenants, except for units to be vacated for rehabilitation subsequent to such notice of intent. Such offer shall not expire earlier than 30 days after receipt of the offer by the current tenant, unless the tenant notifies the developer in writing of his election not to purchase the condominium unit.

Any tenant who was a tenant as of the date of the notice of intent and whose tenancy expires (other than for cause) prior to the expiration of 120 days from the date on which a copy of the notice of intent was given to the tenant shall have the right to extend his tenancy on the same terms and conditions and for the same rental until the expiration of such 120 day period by the giving of written notice thereof to the developer within 30 days of the date upon which a copy of the notice of intent was given to the tenant by the developer.

Each lessee in a conversion condominium shall be informed by the developer at the time the notice of intent is given whether his tenancy will be renewed or terminated upon its expiration. If the tenancy is to be renewed, the tenant shall be informed of all charges, rental or otherwise, in connection with the new tenancy and the length of the term of occupancy proposed in conjunction therewith.

For a period of 120 days following his receipt of the notice of intent, any tenant who was a tenant on the date the notice of intent was given shall be given the right to purchase his unit on substantially the same terms and conditions as set forth in a duly executed contract to purchase the unit, which contract shall conspicuously disclose the existence of, and shall be subject to, the right of first refusal. The tenant may exercise the right of first refusal by giving notice thereof to the developer prior to the expiration of 30 days from the giving of notice by the developer to the tenant of the execution of the contract to purchase the unit. The tenant may exercise such right of first refusal within 30 days from the giving of notice by the developer of the execution of a contract to purchase the unit, notwithstanding the expiration of the 120 day period following the tenant's receipt of the notice of intent, if such contract was executed prior to the expiration of the 120 day period. The recording of the deed conveying the unit to the purchaser which contains a statement to the effect that the tenant of the unit either waived or failed to exercise the right of first refusal or option or had no right of first refusal or option with respect to the unit shall extinguish any legal or equitable right or interest to the possession or acquisition of the unit which the tenant may have or claim with respect to the unit arising out of the right of first refusal or option provided for in this Section. The foregoing provision shall not affect any claim which the tenant may have against the landlord for damages arising out of the right of first refusal provided for in this Section.

During the 30 day period after the giving of notice of an executed contract in which the tenant may exercise the right of first refusal, the developer shall grant to such tenant access to any portion of the building to inspect any of its features or systems and access to any reports, warranties, or other documents in the possession of the developer which reasonably pertain to the condition of the building. Such access shall be subject to reasonable limitations, including as to hours. The refusal of the developer to grant such access is a business offense punishable by a fine of \$500. Each refusal to an individual lessee who is a potential purchaser is a separate violation.

Any notice provided for in this Section shall be deemed given when a written notice is delivered in person or mailed, certified or registered

mail, return receipt requested to the party who is being given the notice.

Prior to their initial sale, units offered for sale in a conversion condominium and occupied by a tenant at the time of the offer shall be shown to prospective purchasers only a reasonable number of times and at appropriate hours. Units may only be shown to prospective purchasers during the last 90 days of any expiring tenancy.

Any provision in any lease or other rental agreement, or any termination of occupancy on account of condominium conversion, not authorized herein, or contrary to or waiving the foregoing provisions, shall be deemed to be void as against public policy.

Nothing in this Section shall affect any provision in any lease or rental agreement in effect before this Act becomes law.

(b) Nothing in this amendatory Act of 1978 shall be construed to imply that there was previously a requirement to record the notice provided for in subsection (a).

(Source: P.A. 88-417.)

(765 ILCS 605/31) (from Ch. 30, par. 331)

Sec. 31. Subdivision or combination of units. Unless the condominium instruments expressly prohibit the subdivision or combination of any units, and subject to additional limitations provided by the condominium instruments, the owner or owners may, at their own expense, subdivide or combine and locate or relocate common elements affected or required thereby, in accordance with the provisions of the condominium instruments and the requirements of this Act. The owner or owners shall make written application to the board of managers, requesting an amendment to the condominium instruments, setting forth in the application a proposed reallocation to the new units of the percentage interest in the common elements, and setting forth whether the limited common elements, if any, previously assigned to the unit to be subdivided should be assigned to each new unit or to fewer than all of the new units created and requesting, if desired in the event of a combination of any units, that the new unit be granted the exclusive right to use as a limited common element, a portion of the common elements within the building adjacent to the new unit. If the transaction is approved by a majority of the board of managers, it shall be effective upon (1) recording of an amendment to condominium instruments in accordance with the provisions of Sections 5 and 6 of this Act, and

(2) execution by the owners of the units involved. In the event of a combination of any units, the amendment may grant the owner of the combined unit the exclusive right to use, as a limited common element, a portion of the common elements within the building adjacent to the new unit. The request for the amendment shall be granted and the amendment shall grant this exclusive right to use as a limited common element if the following conditions are met:

(1) the common element for which the exclusive right

to use as a limited common element is sought is not necessary or practical for use by the owners of any units other than the owner or owners of the combined unit; and

(2) the owner or owners of the combined unit are

responsible for any and all costs associated with the renovation, modification, or other adaptation performed as a result of the granting of the exclusive right to use as a limited common element.

If the combined unit is divided, part of the original combined unit is sold, and the grant of the exclusive right to use as a limited common element is no longer necessary, practical, or appropriate for the use and enjoyment of the owner or owners of the original combined unit, the board may terminate the grant of the exclusive right to use as a limited common element and require that the owner or owners of the original combined unit restore the common area to its condition prior to the grant of the exclusive right to use as a limited common element. If the combined unit is sold without being divided, the grant of the exclusive right to use as a limited common element shall apply to the new owner or owners of the combined unit, who shall assume the rights and responsibilities of the original owner or owners.

(Source: P.A. 90-199, eff. 7-24-97.)

(765 ILCS 605/32)

Sec. 32. Alternate dispute resolution; mediation; arbitration.

(a) The declaration or bylaws of a condominium association may require mediation or arbitration of disputes in which the matter in controversy has either no specific monetary value or a value of \$10,000 or less, other than the levying and collection of assessments, or that arises out of violations of the declaration, bylaws, or rules and regulations of the condominium association. A dispute not required to be mediated or arbitrated

by an association pursuant to its powers under this Section, that is submitted to mediation or arbitration by the agreement of the disputants, is also subject to this Section.

(b) The Illinois Uniform Arbitration Act shall govern all arbitrations proceeding under this Section.

(b-5) The Uniform Mediation Act shall govern all mediations proceeding under this Section.

(c) The association may require the disputants to bear the costs of mediation or arbitration.
(Source: P.A. 93-399, eff. 1-1-04.)