JANUARY 2025 | VOLUME 28 | NUMBER 4

Condo Lifestyles©

THE SOURCE FOR INFORMATION ON COMMUNITY ASSOCIATIONS, CONDOS, TOWNHOMES, CO-OPS & HOAS $8.95

STATE of the INDUSTRY REPORT

STATE OF THE INDUSTRY REPORT; HOT TOPICS, TRENDS AND ISSUES FOR COMMUNITY ASSOCIATIONS

FEATURES

CONDO LIFESTYLES STATE-OF-THE-INDUSTRY LEGAL UPDATE

LESSON LEARNED: PROTECT YOUR ASSOCIATION BY ACTING IN A REASONABLE MANNER

LEGISLATIVE AND CASE LAW UPDATE

An Update on the Corporate Transparency Act

WOODLAND
WINDOWS & DOORS
www.woodlandwindows.com

Project Profile

Building:
Park Vista Condominiums, Chicago, IL

Project Completed:
Window replacement on a 4 story condominium building changing out 108 old aluminum windows with new energy efficient wood clad windows.

Project Windows & Doors:
Marvin Elevate Double Hung Windows

Project Coordinator:
Woodland Windows & Doors

Project Manager:
Phillip Mariotti & Matthew Mariotti

Management:
Val Realty & Mgmt Co. Inc.

Project Goals:
Windows were leaking air and water, necessitating extensive masonry repairs. Woodland replaced windows in 108 openings with energy-efficient models,ensuring the masonry repairs are protected with fully cladded and sealed windows.

MULTI- FAMILY | RESIDENTIAL | TRADE | COMMERCIAL

Call for your quote today!

630-529-3667

MARVIN

Property management is a balancing act.

When you lead your community on a path to change, each and every decision is an important one. With competing priorities, juggling it all as a community leader can seem complex.
But it doesn't have to be.

No matter the property type, our local team has the expertise and solutions to anticipate your needs and respond. Our service-first philosophy means we don't stop until what's complicated becomes uncomplicated.

Welcome to life, simplified.

Contact:
Charles Perry
847.777.7028
charles.perry@fsresidential.com

Visit *fsresidential.com/Illinois*

FirstService RESIDENTIAL

xfinity

Switch to reliable, ultra-fast bulk internet from Xfinity

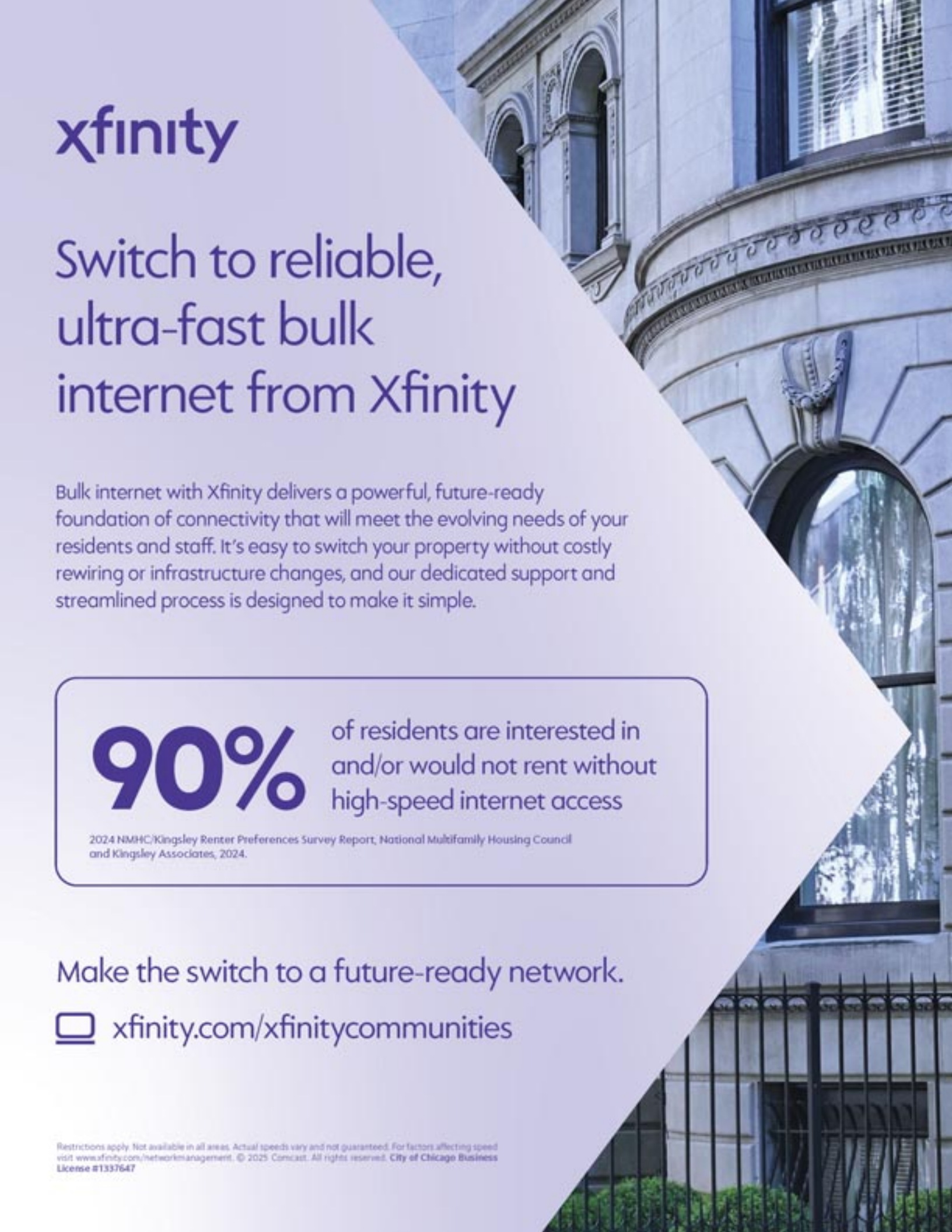
Bulk internet with Xfinity delivers a powerful, future-ready foundation of connectivity that will meet the evolving needs of your residents and staff. It's easy to switch your property without costly rewiring or infrastructure changes, and our dedicated support and streamlined process is designed to make it simple.

90% of residents are interested in and/or would not rent without high-speed internet access

2024 NMHC/Kingsley Renter Preferences Survey Report, National Multifamily Housing Council and Kingsley Associates, 2024.

Make the switch to a future-ready network.

xfinity.com/xfinitycommunities



xfinity

Welcome your residents with powerful connectivity

Make connection a cornerstone of your community with a game-changing network that's getting faster and more reliable every day. We'll be by your side from the day you break ground, providing customized solutions to give your residents the powerful connectivity they need to work, stream, and game. Plus, support is on your schedule with a dedicated team for your community and 24/7 customer service for you and your residents.

Discover the power of a future-ready network

xfinity.com/communityconnection

table of contents

COVER STORY

03 **State of the Industry Report; Hot Topics, Trends and Issues for Community Associations**
by Pamela Dittmer McKuen

12 An Update on the Corporate Transparency Act
By Adam Kahn

LEGAL UPDATE

14 Lesson Learned:
Protect Your Association by Acting in a Reasonable Manner
CONDO LIFESTYLES STATE-OF-THE-INDUSTRY LEGAL UPDATE
by Pamela Dittmer McKuen

LEGAL UPDATE

21 Legislative and Case Law Update
By Gabriella Comstock

22 From the Editor

23 Directory Advertisements

EVENT HIGHLIGHTS

38 2024 State of the Industry

save the date...

- **CondOlympics**
  March 14, 2025
- **MCD Golf & Bocce Invitational**
  July 18, 2025

by Pamela Dittmer McKuen

Hot Topics, Trends and Issues for Community Associations

The 2024 Condo Lifestyles State-of-the-Industry brought together association professionals, homeowners and volunteers for an enlightening program of education, networking and camaraderie.

Now celebrating its 29th year, the annual State-of-the-Industry is the signature production of MCD Media, which publishes Condo Lifestyles and Chicagoland Buildings & Environments magazines and websites. This year's event was especially momentous in light of MCD Media's 35th Anniversary as an innovator of prestige publications focusing on the issues, trends and needs of the community association and multi-family industries.

The 2024 State-of-the-Industry luncheon program, held on November 21, 2024 at the historic Chicago Cultural Center, brought together community association professionals, business partners, homeowners and volunteers. Upon their arrival, attendees were greeted with information tables where industry partners provided expertise on topics such as fire protection and life safety, building restoration, building maintenance, association law, high-tech building solutions, property tax appeals and more.

Also on display were past copies of historic photos from MCD Media special events, and MCD Media publications, including the very first 20-page, black-and-white magazine the company published in 1990.

After a sumptuous catered lunch buffet, the welcome message and opening remarks were delivered by Michael C. Davids, president and founder of MCD Media.

"We have grown quite nicely over the years," he said. "We appreciate your taking the time to be here today, especially with how busy our schedules get with the holidays fast approaching. We present this event each year as part of our efforts to exchange information and share our knowledge and resources with each other."

Among the topics presented and discussed were legislation and government issues, capital projects, communication and social media, technology, banking and finance, insurance, property taxes, and inflated prices and other economic challenges.

POWER & COMFORT WITHOUT COMPROMISE

From Heating to Lighting, We've Got You Covered.

With over **90 years of combined expertise**, Temperature Service Company and Omega Electric have become Chicagoland's go-to partners for dependable HVAC and electrical services. Whether it's maintaining year-round comfort through expertly serviced heating and cooling systems or ensuring uninterrupted power with cutting-edge electrical solutions, **our commitment to excellence has stood the test of time.** Together, we empower communities to thrive by delivering **SAFE, EFFICIENT, AND RELIABLE ENVIRONMENTS FOR ALL.**

NO MORE COMPROMISES.

SCAN THE CODE AND GET TWO EXPERTS WITH ONE GOAL:

INTEGRITY, INNOVATION, CUSTOMER SATISFACTION

TEMPERATURE SERVICE company®

Omega Electric

Chicagoland's Specialists In Commercial & Industrial

HVAC • ELECTRIC • BUILDING AUTOMATION

360 Bonnie Lane, Elk Grove Village, IL 60007
TSC Direct: 847.640.0505 • OMEGA Direct: 847.228.5559
Sites: www.tschvac.com • www.oetsc.com

IGC
OMEGA IS A PROUD PARTNER OF IGC

"These topics and others, in large part, reflect the current state of the community association industry," Davids said.

He also thanked the attendees, industry leaders, event organizers, media guests and MCD Media Advisory Board members for their continued support and participation. Special recognition was given to event sponsors and presenters.

LEGAL AND LEGISLATIVE UPDATE

Once again, association attorney Gabriella Comstock of Keough & Moody presented an update on recent legislative changes and court decisions impacting community associations. As she reviewed the year's highlights, she identified emerging trends and offered recommended responses. "Be Reasonable" is her theme going into 2025. Courts look favorably upon associations that act in a professional, unbiased and reasonable manner, she said.

Comstock's presentation is covered elsewhere in this issue along with the full text of her in-depth handout.

PANEL DISCUSSION: HOT TOPICS, TRENDS AND CHALLENGES

Another State-of-the-Industry tradition is the panel discussion during which leading professionals offer their insights and views on the most pertinent issues facing practitioners, board members and associations. Serving as moderator was Brian Butler, president at FirstService Residential Illinois. Tairre Dever Sutton, vice president/condo division at The Habitat Company and owner of Tairre Management Consulting Services, also participated.

The 2024 panelists were: Thomas Flynn, senior associate and architect at Klein and Hoffman restoration architects and structural engineers; Adam Sanders, project engineer and team leader at Elara Engineering; Michael Locigno, vice president and architect at Kellermeyer Godfryt Hart architects and engineers; Eric Staszczak, executive vice president at Westward360 property management company; Frankie Sorrentino, senior vice president at Wintrust Community Advantage financial services; Adam Kahn, partner and association attorney, Levenfeld Pearlstein, LLC.,; Matt Panush, senior property tax analyst at Worsek & Vihon property tax attorneys; and Marshall Dickler, senior partner and association attorney at Dickler, Khan, Slowikowski and Zavell.

An edited version of the panel discussion follows:

Q: Tom, as you see what's on deck for 2025, are there any trends in capital projects that are out there?

Thomas Flynn » I've concentrated on terra cotta projects the last couple of years, and I've seen an uptick in that. Other capital projects there has been some trending on inquiring about electrical vehicles, and also there have been a few code changes, on roofing in particular where insulation requirements are getting more stringent, and that's affecting terrace renovations.

Q: Adam, a number of states are now requiring more intensive investigations of existing structures since the collapse of Champlain Towers South in Surfside Florida several years ago. What are you seeing in trends for reserve studies and capital planning?

Adam Sanders » We are seeing a lot more planning. We are encouraging associations to be very proactive and looking forward. The projects we are seeing being executed in buildings are plumbing riser replacements that are getting more and more complex as

codes continue to evolve. Even simple equipment replacements are getting more complex as energy codes evolve and the City of Chicago continues to adopt more and more stringent codes.

A lot of projects we are doing are very invasive in nature and require input from a lot of entities that work with your association--your attorney, engineers, consultants, property manager and others. We are really advocating for associations to think ahead more.

Q: Adam, you talked about risers, but are you also seeing a lot of the fan coil projects, heat pump replacements and kitchen waste pipe projects you talked about last year?

Sanders » We are currently in the design or construction or bidding process for plumbing riser projects, kitchen waste projects and mechanical pipe replacements, which we are getting more and more of, as well as fan unit projects. We are in the process of 16 or 17 of those projects in different buildings. That's an uptick over the years and I anticipate the trend will continue. More and more associations are in that situation, and they can no longer ignore it.

Q: When folks are considering those invasive projects, what is a reasonable timeline from ideation until you first open up that wall?

Sanders » These projects are very invasive and complex. We are going into people's homes and doing work, and that should be treated very sensitively, and the homeowners need to be kept in the forefront of the discussions. These are very costly projects as well.

The timeframe for planning these is quite extensive. Just to get through a design that is very thought out, so you can get good competitive bids, typically takes nine months to a year. You've also got the legal and project management aspects to take into account. If you're looking at a plumbing riser pipe replacement, from when you sign on your first professionals, it will likely be a year and a half to two years before you are moving forward with construction.

Construction is sometimes done in phases and it is not uncommon for 3-5 years for a total project to get completed. Sometimes it moves faster, sometimes it moves slower. It all depends from association to association.

Q: Reserve studies often go out 15, 20, 25 years or more. What is your recommendation right now in how often reserve studies should be updated?

Flynn » Five years is the industry standard. We've seen people do the update as often as three years, that's probably a little too soon unless there are some issues with the previous reserve study.

Q: Michael, as folks are relying on these reserve studies to plan out the financial impact of these projects, are you seeing unexpected costs, whether labor or perhaps higher material costs? Is that still a pain point for associations that are undertaking roof and building envelope projects?

Michael Locigno » Yes. Costs have not gone down. Let's start with that. Tom talked about changes in the Chicago Building Code. That has increased the cost of some of these projects as well as higher insulation, new technology and material costs. Some of these are much better solutions, but they are a bit more costly. There is a benefit to some of that increased cost.

Q: In addition to the cost of these invasive projects, we have a lot more folks working remotely or working at home. You do a lot of roof work and exterior work. How are your work flows having to change as a result of people being in the buildings during the day?

Locigno » That gets back to the planning and

INSPECT TO PROTECT

Fire sprinklers provide the greatest fire protection for your building. They control a fire while it's still small and allow occupants to safely escape.

However, just like other systems in your building, it's essential that a fire sprinkler system is inspected, tested, and maintained (ITM), especially since lives and your investment are dependent on it.

Don't let a devastating fire happen in your building. Comply with state requirements by incorporating a regular fire sprinkler system ITM program in your building.

Illinois state code, NFPA 101: Life Safety Code (2015 edition), requires all automatic fire sprinkler systems, standpipe systems, and fire pumps to follow ITM procedures according to the NFPA 25 standard.

And in accordance with state law (225 ILCS 317/17), **building owners must utilize a fire sprinkler inspector who is employed by a state-licensed fire sprinkler contractor.**

NEW IN 2024: All inspectors must be in possession of an individual Fire Sprinkler Inspector license issued by the Illinois Office of the State Fire Marshal. This license ensures that the individual has been vetted by OSFM to have met the necessary qualifications for such work. Do not allow any individual to service your building's fire sprinkler system without the proper state license.

Northern Illinois Fire Sprinkler Advisory Board
Save Lives. Protect Property.

For more information:

FireSprinklerAssoc.org/itm

(708)403-4468

HIRE UNION CONTRACTORS

OUR TRAINING MAKES A DIFFERENCE!

TUCK POINTING CONTRACTORS ASSOCIATION

TPCA

When you're looking for a contractor for your restoration project, choose one who has the proper training backed by the union. They receive instructions on all aspects of building restoration including equipment and safety.

SPECIALIZING IN

- CONCRETE
- MASONRY
- MEMBRANE
- SEALANT
- TERRA COTTA
- TUCK POINTING

The International Union of Bricklayers & Allied Craftworkers

(630) 941-2300

bacadc1.org/signatory-contractors

Scan for a list of Union Contractors

really the communication. We were involved in a project in 2020 that was a large concrete and masonry project that impacted the entire building. The contractor had a crew of approximately 30 workers and completed in one season. The association took the approach of over-communicating. We helped by providing weekly updates and letting the owners know when and where work was moving around in advance. It is unfortunate that the work we do is often dirty, noisy and a nuisance to everybody. That does need to be considered.

These projects are necessary and will continue to be needed. Maintenance and restoration is here to stay. I think it's very important to know your client, know the folks in the building and how best to inform them.

Q: Eric, I want to talk about the role of management. A lot of these projects are very complex with a lot of moving parts. Boards have higher and higher expectations of their management companies every year. How do you help guide your boards toward having the right experts in the project management component?

Eric Staszczak » One of the steps, especially for projects that are really going to get into the nitty-gritty like roof replacements and facade restoration, is talking to my colleagues on this panel. One of the corners boards often cut as a cost-saving measure is not going through the professional process of getting proper specs written up.

When that step has been skipped, we've seen so many nightmares. The vendor is held accountable, that maybe they didn't do a great job on a project, but they didn't have a design drawing or a schematic to follow. So, one of the most critical aspects of a capital project is listening to the experts.

For us internally and at a number of colleague management firms, a trend is engaging capital project coordinators, so that it's not left only to the manager. It's just not sustainable to ask that manager, whether they are an onsite or portfolio manager, to be both the point person for a large-scale capital project and have to dole out bike stickers, execute on routine maintenance and take homeowner calls. There's just a lack of resources for that. By implementing the services of a capital project coordinator, associations will have a better experience. Yes, there is a cost associated with that, but it's going to ensure your project goes more smoothly and done hopefully on budget. Any additional costs are well worth the money in the long term.

Q: Frankie, interest rates have been higher than they have been in many years, and for a lot of these projects, costs are climbing faster than inflation. How are you guiding clients in terms of finding proper financing and support for some of these large-scale projects?

Frankie Sorrentino » We've been approached by many boards who are looking for financing for future capital improvements leading into 2025. Recently, we've seen a steady climb with the U.S. Treasuries, which we base a lot of our spreads off of. So, we advise boards to just stay active, stay current and pre-plan for future projects by bringing financial institutions into the picture at the early stages, so we can be there as a resource and just stay current on any trends or declines in the current environment we are experiencing. I wish I had a crystal ball to tell everyone when rates are going to start to come down on U.S. Treasuries, but it's going to be a matter of time. I would say start the process and use time to your advantage.

Q: Adam, we are talking about increasing expectations on management. These are very high-cost projects, and the stakes continue to get higher and higher, especially with some of these large repairs and

2025 Condo Lifestyles Advisory Board

Stephanie Skelley
Associa Chicagoland

Brandon Arnold & Kevin Marcus
Chicagoland Community Management

Salvatore Sciacca
Chicago Property Services

Ron Hickman
Community Specialists

John Santoro, Bob Meyer, Ian Novak & Michael Donnell
FirstService Residential

Joel Garson
Hillcrest Management

Gregg Rithmiller & Nicole Palmer
NS Management

Cathy Ryan & Brittany Kojzarek
Property Specialists, Inc.

David Conforti & Cindy Jefferson
RealManage Illinois

Thomas Skweres
Retro Community Management

Tairre Dever-Sutton
Tairre Management Services

Shruti Kumar
The Habitat Company

Eric Staszczak Karen Pontoriero & Kimberly Sutherland
Westward360

Condo Lifestyles

replacements. How are you advising boards to approach this with a risk mitigation standpoint? What are you looking at in terms of contracting services or other provisions they should be considering?

Adam Kahn » My goal hope with these contracts is we negotiate it, sign it, put it in a drawer, the work proceeds beautifully, and we never hear from you about it. But that's not the way the world always works, unfortunately. It's so helpful to have appropriate contract provisions covering things like indemnities, insurance, termination rights, etc. to ensure that the condominium association's interests are protected.

One thing I like to generally recommend, especially when the contract project is being competitively bid, is to have us the association's legal counsel review the contract and prepare an appropriate rider beforehand to include in the bid packet. That way every bidder knows exactly what to expect. Better to know that on the front end.

Two additional items: First, the (22.1) disclosure needs to be updated for capital expenditures anticipated in the current or succeeding two fiscal years. The deadline is more than likely before the contract is approved.

Second, with these projects, especially when you are going into units, opening up walls, etc., it is helpful to have a legal opinion setting forth who is exactly responsible for what costs.

Q: In Gabby's session, she highlighted a few cases where a controversy can arise not just a year or two after the project, it can be even seven, eight or nine years later. How can you advise boards in terms of record keeping or making sure all these drawings are held together in the event of a dispute?

Kahn » The Illinois Condominium Property Act sets forth what association records the owners are entitled to inspect. At a minimum, you have to be keeping these records. It is important to work with management to make sure you have these records. If you don't, there's no time like the present.

One issue that comes up is how key communication is. Having up-to-date information for the unit owners, especially off-site owners, is so helpful in avoiding potential headaches going forward in terms of owners asking, 'How come I never found out about this project? I'm out in Arizona, no one ever told me.' Being proactive and saying, 'We want to make sure to communicate with our owners right away, this is a good thing.

Q: Matt, when associations undertake these massive capital projects like windows or facades, does that impact the valuations from a tax basis for them?

Panush » My background, I did come from the County, and the attorneys used to make that argument to us about brand-new windows or a brand-new boiler. We used to take that into consideration as a cost, and deduct it for one or two years.

Somehow, the government started looking at that as an improvement, and they would actually add that to the overall value of the building, not realizing it is the owners, the taxpayers that are paying this for several years down the line. It is a reversal of what I used to do, what was a standard procedure.

When you are appealing the property assessment, you don't want to mention your $25 million project because it will be added to the value of the building.' It ends up being a negative, not a positive.

Q: During the last few weeks, there has been a lot in the news about property taxes in Chicago. Are there any trends or updates that you want to share?

Panush » I strongly urge you to appeal, whether it is with my firm or any other firm, you really have to challenge the assessments.

It costs you nothing. Most firms will do it on a contingency basis. They do all the work, they file the appeal, they look at the sales, they will look at the percentage of interest those sales represent, and that's how an overall value is determined.

We don't know when our property tax increase is coming, but it's going to come. What you want to do is try to lower the starting assessed value as much as you can. That way, whatever tax increase comes, whatever tax rate comes, those higher rates are going to be applied against the lowest starting value.

Q: Marshall, we are talking about complex projects here, engaging experts, big dollar amongst. We've seen an expansion of these projects around the country as a result of Surfside. Is there anything happening in Illinois in terms of encouraging associations to get reserve studies or more information?

Marshall Dickler » The Illinois Legislative Action Committee proposed HB-0220, the first proactive bill proposed, on reserve studies, that will require community associations with shared infrastructure to have reserve studies every five years. It was moving along pretty well until it was killed. I'm pretty upset about it, but we will keep trying.

You can contact your representatives, precinct people and congresspeople. I urge you to do that as quickly as you can and continuously to push for the passage. That will put before everyone by law the requirement for reserve studies to protect the associations we all deal with on a regular basis. Like Matt said, you've got to be proactive, all of you. You all have to do it regularly, continuously, repeatedly and stay on top of these things. We need you to vote, participate anyway you can to get that done.

Q: I don't think anyone in this room hasn't seen rising insurance rates. It is a major issue for 2025 budgets. Eric, how are your boards responding to premiums that are outside their control, and how are you helping them adjust to some of the new realities?

Staszczak » A lot of boards for the past year and a half have been shocked when they are getting their renewals. I think our educated boards know the precarious and tight spot they are in. They have a broker who has done the work and gone to the marketplace and try to see the best they can if any alternative carrier might be able to bring those costs down or at least keep them flatter. Those boards know the position they are in and that there isn't a whole lot they can do about some of those premium increases in this hard market.

I think one of the things that has been helpful to realign expectations for boards in terms of what they can do to maintain reasonable costs is education. We started a webinar series in 2024, including a session on the insurance market and strategies to control costs.

For instance, a trend carriers and brokers experienced was a lot of communities filing claims at any and all opportunities. If anything is just a hair over the deductible, or if a high-rise has a $15,000 loss and a $10,000 deductible, some of those boards were of the mindset, 'Let's file a claim. We have coverage. Why not?' Now they are seeing that factored into some of these premium increases–what carriers call petty claims.

There are also the things happening around the country that all carriers are exposed to, whether it is climate change or new regulations after the Surfside collapse.

Thankfully, some communities have had some options here and there, maybe increase their deductibles to get a little bit of savings. Maybe they can switch brokers occasionally, even though they don't realize a lot of the brokers have access to the same markets. It's not like there is going to be this 11th-hour angel who is going to say, 'It's not going to be a 120 percent increase, it's going to be 10

by Adam Kahn - Levenfeld-Pearlstein, LLC

Corporate Transparency Act Reporting Requirements Currently Suspended For A Second Time: What Do Illinois Community Associations Need To Know?

In yet another twist in the Corporate Transparency Act ("CTA") saga, the Fifth Circuit Court of Appeals has once again put the CTA's reporting requirements on a temporary hold pending further appellate review.

In light of this decision, there is again a temporary hold on CTA filing requirements. However, that could change at any time. This ruling is the latest in a series of challenges to the CTA's reporting requirements and is not a final ruling on the constitutionality of the CTA. As we have previously noted, clarity regarding the fate of the CTA and its reporting requirements is expected in the coming weeks and months as the issue evolves

For now, community associations that have not yet completed their initial CTA reporting with FinCEN are not required to comply. For community associations that have already completed their initial CTA filing, no further action is needed in response to this latest ruling.

percent.' But there are strategies that can help.

Overall, I think managing expectations is the biggest takeaway. I don't see that rates are going down any time soon, but if we can get to flat renewals and back to three percent to five percent increases, that would be nice to see.

Tairre Dever Sutton: One of my buildings got a triple-digit increase. They went from $65,000 a year in premiums to $305,000 a year. They had two fires in nine months, so, obviously, there is a reason, but we didn't expect the increase we got. I had to finance their insurance. We had to put 35 percent down, so we had to drain their reserve account. And their deductible is $250,000. So, to Eric's point, if you don't have to file a claim, don't. The little claims will add up, even more than the big ones.

We had a smaller claim in a different building. We went up 55 percent with a $25,000 deductible. You really have to manage the expectations of the board. One of the things I try to do is have our agents speak with the boards directly, explaining why we are in the situation we are in, why these increases are happening and how to mitigate them moving forward. As Eric said, don't file a claim for $10,000 with a $5,000 deductible. It's going to kill you in the end.

Q: Frankie, in terms of financing, what options are out there, and what are the typical interest rates?

Sorrentino » You really have to look at when do you need this money or when can you anticipate this large chunk of funds you will be needing, and bring the bank in at those preliminary discussions.

We have term loans that we can advise if there is a flat cost that you are aware of. We also have a revolving line of credit that would be renewed year after year if you need capital right away or know something is coming up. We have solutions, just give yourself a nice lead time.

For a revolving line of credit that is renewed year to year, we're looking at prime rate. If a fixed dollar amount you know has to be financed, we're going to be looking at it based on the current situation with U.S. Treasuries and how long the board is looking at stretching it out for. The nice thing is should financing be needed immediately, we can always refinance the note if interest rates go down. There are solutions depending on the appetite of the board.

Q: Technology in terms of management, we've seen Chat GPT and other efficiency tools come to market in a really affordable way. How do you see Artificial Intelligence technology affect the management side of the business?

Staszczak » We live in such polarizing times right now, and I feel AI is one of those polarizing topics. You get people who are very excited about it and want to be the early adopters, yet they don't fully understand what they are working with, they don't understand the nuances, they don't understand what the caveats might be. On the opposite side you have the extreme skeptics who don't want anything to do with it.

There are a lot of really cool efficiencies that can be built with it. I think it's just about managing your own internal expectations and what you want to accomplish.

On the low-hanging fruit end, it can generate a violation notice or a form letter, really small potatoes tasks that still take administrative time and resources. But that's thinking of it in too limiting a scope. I think there are a lot of ways to automate what you are doing internally that can be more meaningful. The thing I worry about adoption-wise, is managers who go to ChatGPT and get answers about the Illinois Condo Act and the Common Interest Community Associations Act and other things that are very complicated, and they don't cite well. You don't know where that information is coming from. Maybe it's right, but who knows?

I think where it has more use for us and what we are most excited about is some of the internal processes. You can more easily access and pull from your existing documents and database. An example recently on our end is really complicated RFPs. You're trying to win their business and submit promptly, but it may very well be 100 questions--it would be great if AI could auto-populate responses from our previous RFP submissions without having to re-write every single time, and take a four-, five- or six-hour task and make it a 20-minute task. And we've had a great deal of success with that, freeing up our time to keep our eyes on the horizon.

I think finding the right efficiencies, especially if you can do it for your internal operations first, is really exciting. But know what you are getting into.

Q: Adam, based on the cases Gabby cited today and how powerful the business judgment rule is, does the business judgement rule apply when I ask Chat GPT a legal question? (Laughter from the audience.)

Kahn » While there is certainly some benefit to new technologies such as Chat GPT, it is imperative to confirm that the information provided is accurate. The output from Chat GPT is only as good as the source information. You want to make sure that legal guidance is coming from an appropriate professional with subject matter expertise that is specific to your association.

Just because AI says something doesn't make it true.

Editor's Note: The full text of Comstock's handout, "Legislative and Case Law Update for the 2024 Condo Lifestyles State-of-the-Industry Seminar," is reprinted elsewhere in this issue.

by Pamela Dittmer McKuen

↗ *Gabriella Comstock of Keough & Moody, P.C.*

Lesson Learned: Protect Your Association by Acting in a Reasonable Manner

Association attorney Gabriella Comstock of Keough & Moody, P.C., delivered the Community Association Legal and Case Law Update at the 2024 Condo Lifestyles State-of-the-Industry seminar on November 16.

A highlight at each year's State-of-the-Industry seminar is the Legal and Case Study Update. Each year's report is different, depending on the actions of lawmakers and the decisions of judges. Association attorney Gabriella Comstock traditionally presents an update on new and amended laws that impact the community association industry as well as significant court decisions. The attorney also makes practical recommendations for boards and managers moving forward.

She summarizes her update by choosing a theme based on lessons learned from recent court cases to guide associations in their decision-making. Her theme for 2025 is: "Be Reasonable." Difficult people and difficult situations are not going away, but courts look more favorably upon associations that act in a professional, unbiased, and reasonable manner.

REASONABLE LEGISLATIVE CHANGES

- **Homeowner's Native Landscaping Act** prevents community associations from prohibiting any resident or owner from planting or growing Illinois native species on the resident's or owner's lawn.

2024 STATE of the INDUSTRY
LEGAL & CASE LAW UPDATE

- **Accessible Parking.** A new section of the Illinois Condominium Property Act requires boards to adopt a policy to reasonably accommodate a unit owner who is disabled and requests an accessible parking space to ensure access to the building. Boards have the authority to adopt rules and regulations related to the use of the accessible parking space. The policy must be adopted before the end of the first quarter in 2025.

"If boards haven't spoken to their attorney about what kind of policy to adapt, make sure they get going on that," she said.

- **Resale Approval.** Another new section to the Illinois Condominium Property Act prevents associations from exercising their right of first refusal or option to purchase a unit or disapprove a sale on the basis that the purchaser's financing is guaranteed by the Federal Housing Administration.

"These two new sections to the Condominium Act are a reminder to act fairly and be cognizant of not acting in a discriminatory manner," she said.

COURTS FAVOR REASONABLE ACTION

Of the seventeen court cases this past year cited by Comstock that pertain to community associations, six involved associations defending their governing documents, and seven were initiated by owners suing their associations.

"Often, attorneys get labeled as the ones saying, 'You are always putting so much fear in us, we are not going to get sued,'" Comstock said. "Well, you might get sued."

The associations that were successful in defending their interests won because their boards acted reasonably. They made sure to dot their i's and cross their t's, and doing so worked to their advantage. The attorney summarized a few examples.

In a case shortened to Carey v. The 400 Condominium Association, a unit owner sued her neighbor and the association because she believed the neighbor's smoke from their unit and balcony was creating such a nuisance that she and her husband couldn't enjoy the full use of their home, and the association wasn't doing enough about her complaints.

"Managers here don't need me to tell you how challenging it is to deal with complaints related to smoking," Comstock said. "It's one of the hardest ones."

In this case, the manager and board diligently worked together to listen to the homeowner, investigate the source of the smoke, speak to owners of neighboring units, send reminders to owners to use an air filter when they smoke, and survey owners to ask if they wanted to make the building totally non-smoking (there was little interest).

"The court said maybe this owner felt there was a nuisance, but that's not the standard we look at," Comstock explained. "We look at what is reasonable. All of that combined worked to the advantage of the association," she said. "The association said, 'We tried everything,' and it was accepted by the court. It is such a great case to remind us to be reasonable in your enforcement and to be reasonable in how you investigate a complaint to protect the association."

↗ *Gabriella Comstock with Mike Davids*

LEAVE THOSE COMMON ELEMENTS ALONE

In The Claymoor Condominium Association v. Majewska, the defendant altered her unit by raising her ceilings into the common element attic space above. She did so without seeking approval from the board. After the board sent her a letter stating the changes were not allowed without its approval and offering her an opportunity for a hearing, she kept on with the alterations. The association sued. In court, she defended herself by saying she was not hurting anybody and she was making her unit more beautiful. She did not request a hearing because she knew the board would not grant its approval, and if the board wanted her to appear, they should have sent a summons.

The association argued that the defendant's actions took a portion of the common elements and added it to her unit without the 100 percent approval of the unit owners, as required by law. Thereby, all other unit owners' percentage of ownership was diminished.

Although the defendant delayed the case for years, both the trial and appellate courts decided in favor of the association. The defendant was required to restore the ceilings to their original condition and to pay the association's $95,000 legal fees.

BUSINESS JUDGMENT RULE PREVAILS

In Cohen v. 175 East Delaware Place Homeowners Association, a board member was up for re-election in 2017. On the night of the election, she produced 25 signed ballots. One of the ballots was signed for a unit in a land trust, but the association had no indication as to the beneficial owner. The

attorney, who was in attendance, said the ballot should not count, and it was invalidated. The plaintiff lost by one vote.

Two years later, she ran again for a position on the board. This time one of the other candidates died on the morning of the election. She claimed any votes for that person should not be counted, but the association's attorney opined the spot was vacant, and the board could fill it. The woman was not elected. She sued the association, alleging breach of fiduciary duty in both elections.

The appellate court found mostly in favor of the association, citing the business judgment rule that says if an association follows expert advice, they are protected, right or wrong. In this case, the board had consulted its attorney and acted accordingly.

"The court said if the association had not followed its procedures or the advice of legal counsel, this would be a different situation," Comstock said. "In this particular case, the association did act properly."

On one count, the appellate court found the board was in breach of fiduciary duty because it had delayed informing unit owners that a trustee of a trust must designate or indicate who has the voting rights for the unit.

LAST WORDS

"A few of the cases we saw were about making sure the board gets a legal opinion and follows what is in their governing documents," Comstock said in conclusion. "It is human nature to get defensive when somebody says we are doing something wrong, but it is important not to get caught up in who is the complainant. That is why I say be reasonable. Difficult people are not going anywhere, but we can change how we respond to them. If we can just stay focused on being the bigger person, which is not always easy, it does help."

And a few last words just for managers: "One of the greatest things managers do is help boards try to stay as neutral as possible and stay focused. When that does not work, it is always helpful to bring an attorney in and let us help get everybody on track. As a community if we can all focus on that, it will be a lot easier as we go into next year. We will still find that lawsuits will be filed by unit owners that might not have validity, but you still have to defend yourself. We have to make sure the books and records support a strong defense for the association." ✠

↗ *2024 CondoLifestyles State-of-the-Industry*

HARD WORK MADE EASIER.

COMMERCIAL & MULTIFAMILY

Residential & Commercial Property Management. The Hammerbrush team is proud to serve commercial and residential clients in the Chicagoland area with top-notch construction and painting services. From start to finish, Hammerbrush is there to provide seamless results for residential management projects no matter the size.

HAMMERBRUSH

PAINTING & CONSTRUCTION

ROOFING & SIDING

CONCRETE & MASONRY

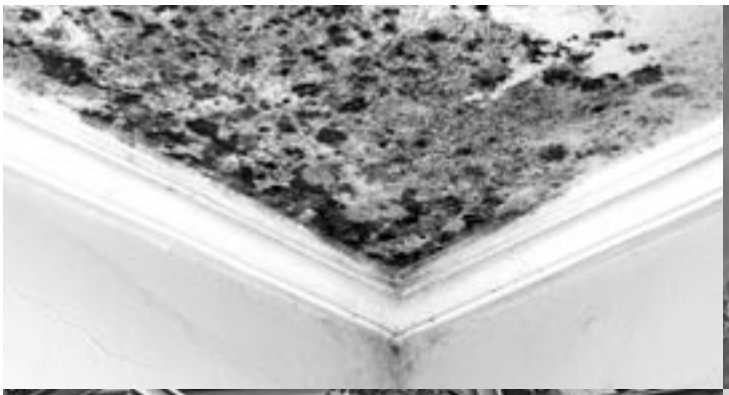
LET'S GET TO WORK!

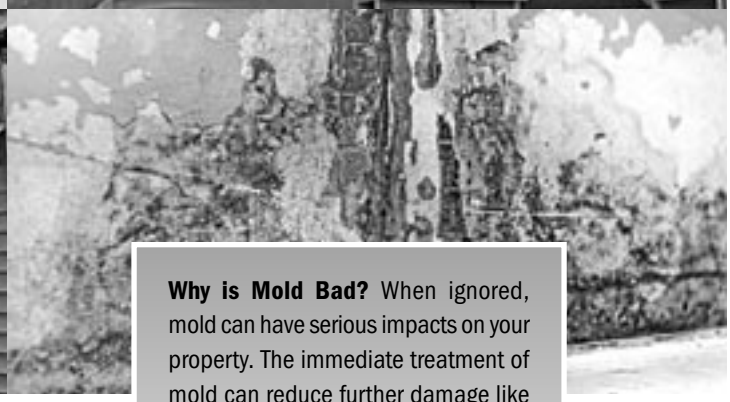
WWW.HAMMERBRUSH.COM

630.320.9676 // ...CALL US TODAY

WE ASSESS, REMOVE & RESTORE.

MITIGATION & RESTORATION





Why is Mold Bad? When ignored, mold can have serious impacts on your property. The immediate treatment of mold can reduce further damage like collapsed ceilings or caving floorboards. On top of that, untreated mold can damage your home beyond a simple repair, requiring more time and money for restoration.

- FIRE & WATER
- STORM CLEANUP
- MOLD

LET'S GET TO WORK!

HAMMERBRUSH RESTORATION

CALL US TODAY... // 630.487.8814

WWW.HAMMERBRUSHRESTORATION.COM

INDUSTRY HAPPENINGS

ABOMA

The Apartment Building Owners and Managers Association of Illinois held their 87th annual meeting and holiday party at the University Club of Chicago on December 6, 2024 and elected as Officers for 2025: President Jaime Sartin, Community Specialists, 1st Vice President Timothy Kramer, Draper and Kramer, Inc., 2nd Vice President Shruti Kumar, The Habitat Company, 3rd Vice president Tairre Dever-Sutton of Tairre Management, Treasurer John Bieg, and appointed as Secretary, Christine Friend, ABOMA.

Directors for ABOMA elected at the meeting were **Barbara Al-Saigh, Dean Andrews, Brian Butler, Tim Kramer, Dean Lerner, Colleen Needham, Irma Ruiz-Collins** and **Jaime Sartin**.

Directors continuing to serve are **John Bieg, Sheila Byrne, Gene Gaudio, Robert Graf, Jennie Kobzarev, Shruti Kumar, Brian Lozell, Milena Radjenovich, Judy Rowe, Irma Ruz-Collins, Tom Skweres, Jim Watts** and **Douglas Woodworth**.

For more information visit www.aboma.com

↗ Shown above is the 2025 ABOMA Board of Directors present at their 87th Annual Meeting.

FirstService Residential

FirstService Residential brings in the new year with much to celebrate! In November of 2024, their team celebrated the opening of a new suburban office in Hoffman Estates, IL. The new cutting-edge location allows the team more space to grow and greater opportunities to network with surrounding businesses.

FirstService Residential also introduced **Brian Butler** as the new president of FirstService Residential, Illinois! Brian Butler brings years of property management experience, strong leadership acumen, and a people first mentality. As president, Brian is focused on continuing our mission of providing world-class service and timely professional guidance to our hundreds of managed communities throughout Illinois.

CELTIC Restoration Group & 360 Fire and Flood

CELTIC Restoration Group and 360 Fire and Flood have officially joined forces, creating a partnership set to redefine excellence in restoration services. This strategic merger combines decades of experience, advanced technology, and a shared commitment to exceptional customer service.

↗ Shown above are Mandy Manalli and Jeff Lenz

By uniting their resources, the newly formed entity is equipped to offer enhanced response times, expanded service capabilities, and a broader geographic reach. From emergency response to large-scale restoration projects, clients can expect a seamless, more efficient experience.

"This merger represents an exciting new chapter for both companies," said **Mandy Manalli**, VP, Operations of CELTIC Restoration Group. "Together, we're poised to set new standards in the restoration industry."

The new partnership also includes a state-of-the-art warehouse facility, further supporting rapid mobilization and increased operational efficiency. Combined with their recent recognition on the Inc. 5000 list of fastest-growing companies, CELTIC and 360 are cementing their position as leaders in the industry.

by Gabriella R. Comstock – Keough & Moody, P.C.

FROM THE 2024 CONDO LIFESTYLES STATE OF THE INDUSTRY SEMINAR

LEGISLATIVE & CASE LAW UPDATE

LEGISLATIVE UPDATE

765 ILCS 167/1 et seq.

Homeowner's Native Landscaping Act

This act prevents a community association, including both condominium associations and those subject to the Common Interest Community Association Act, from prohibiting any resident or owner from planting or growing Illinois native species on the resident's or owner's lawn. Community associations are allowed to adopt reasonable rules and regulations related to governing native landscapes, with certain requirements. This act went into effect on July 19, 2024.

Illinois Condominium Property Act

765 ILCS 605/18.12

Section 18.12: Accessible Parking

This new section of the Illinois Condominium Property Act ("Act") requires a board of directors to adopt a policy to reasonably accommodate a unit owner who is disabled and requires an accessible parking space to ensure access to the building. The policy must include the procedure for submitting the request and the time for the board to review it, which shall not be more than 45 days from the date it was requested. This section also requires a board to make reasonable efforts to facilitate a resolution between unit owners to provide for accessible parking when the association does not own or control parking that would meet the accessible needs of a disabled unit owner. This section also requires a developer to ensure that such accessible parking spaces remain part of the common elements. The board of directors then has the authority to adopt rules and regulations related to the use of the accessible parking space. This section further provides a remedy to a unit owner or aggrieved prospective unit owner or the board of directors if a developer fails to comply with the requirements of this section. Section 18.12 is effective as of January 1, 2025.

continued on page 31

mcd media

Condo Lifestyles®

JANUARY 2025 | VOLUME 28 | NUMBER 4

Editor & Publisher
Michael C. Davids

Art Director
Rick Dykhuis

Special Events Coordinator
& Circulation Manager
Mary Knoll

Digital Media Specialist
Jeff Maly

Contributing Writers
Pamela Dittmer McKuen, Jim Fizzell, David Mack, and Cathy Walker

Administration
Cindy Jacob

Condo Lifestyles Magazine is published quarterly by MCD Media, a wholly owned subsidiary MCD Marketing Associates, Inc. For editorial, advertising and subscription information contact: 935 Curtiss Street, Suite 1A, Downers Grove, IL 60515. 630-932-5551 or 630-202-3006.

Circulation: ***Condo Lifestyles*** is available for a single issue price of $8.95 or at a $30.00 annual subscription. Distribution is direct mailing and delivery direct through authorized distributors to over 7,000 officers and directors of Common Interest Communities, 1,400 property managers, 400 realtors, 400 developers and 400 public officials. Total Circulation is 9,500.

Condo Lifestyles attempts to provide its readership with a wide range of information on community associations, and when appropriate, differing opinions on community association issues.

From the Editor

↗ *Mike Davids*

The winter season is off to a relatively mild start to with very little snowfall so far. However, we all know the weather can change quickly here and we will likely have some colder temperatures and snow events before too long. Hopefully you have prepared for the hazards of cold and snowy weather.

Our cover story is a report on our annual "Condo Lifestyles State of the Industry" (SOI) program that was held in November of 2024 at The Chicago Cultural Center. Attorney Gabriella Comstock gave a legal update presentation for attendees. An expert panel consisting of attorneys, architect/engineers, property managers, a banker and a property tax specialist shared their perspectives on current hot topics.

In addition to façade, roofing, balcony, and parking garage work, the most common projects being seen by our panel at community association properties include kitchen wastepipe replacements, fan coil replacement projects, EV charging stations and plumbing riser replacements. Our panel also discussed risk management strategies, reserve & property condition studies, funding & financing for capital projects, property taxes, communication, technology, and artificial intelligence at the SOI event. Our cover story features the highlights of the information shared by our expert panel at the SOI program.

Our second story provides an overview and summary presented by Ms. Comstock of new laws and several court cases that directly impact community associations. We have also included her summary of all the recent legislation and court cases relating to community associations from 2024 that you should be aware of as a separate article in this issue (some of which were not discussed at the SOI program). You can also view all the event photos from this event at Facebook.com/mcd media.

Our regular Industry Happenings column also appears in this edition as is customary.

MCD Pool Party to feature Condolympics Games

Our annual Condolympics event is planned for March 14, 2025 at The Pyramid Club in Addison. Tournaments will be held for 8-ball (billiards) and darts. Other events for Condolympics competition will also be held at the MCD Pool Party. The Condo Lifestyles Condolympics donations will benefit Special Olympics.

Other upcoming MCD special events include our golf & bocce outing, which will be held on July 18 at Eaglewood Resort in Itasca and our Meet Me at Rivers Casino event on August 28. We will provide more information on these events as more details are available via email and at www.condolifestyles.net.

Special thanks to the firms, associations and groups that are subscribers and/or Authorized Distributors of Condo Lifestyles. Those of you who are not current subscribers can obtain subscription information on our website www.condolifestyles.net or by contacting our office.

As we welcome in another new year, we encourage you to make your association and your community all it can be. If you have an idea that would benefit other Community Associations, a story to share, or some advice on how to avoid a problem or failure, please call our office at 630-932-5551 or send us an e-mail (mdavids@condolifestyles.net). ✠

Warm Regards,
Mike
Michael C. Davids, Editor & Publisher

ACCOUNTANTS

CANTEY ASSOCIATES, CPA'S
(630) 681-9400

ANNUAL ACCOUNTING SERVICES:
Audits Reviews Compilations / Income Taxes

MONTHLY SERVICES:
Collection of Assessments Paying of Bills
Monthly Financial Statements
www.canteycpa.com

CONDO CPA
(630) 832-2222 EXT 113

Contact Brad Schneider • Brad@CondoCPA.com
CERTIFIED PUBLIC ACCOUNTANTS
Accounting Solutions for Management Companies & Self-Managed Associations
Audit & Accounting Services
Income Tax Reduction & Planning

CUKIERSKI & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS
(847) 496-7180

A full-service accounting firm specializing in the unique needs of homeowners' associations.
www.cukierski.cpa

PBG FINANCIAL SERVICES LTD
(847) 291-1400 EXT 353

Contact: Steve Silberman, CPA
E-Mail: SSilberman@pbgltd.com
www.pbgltd.com

ARCHITECTS/ENGINEERS

BTL ARCHITECTS, INC.
(312) 342-1858

Bringing Buildings Back to Life
Contact Delph Gustitus
www.btlarchitects.com

ENGINEERING SUPPORT SERVICES
(630) 904-9100

Construction Specifications
Roof Evaluations
Forensic Engineering
Project Management
Contact Greg Lason, P.E.
www.engineeringsupportservice.com

KLEIN & HOFFMAN
(312) 251-1900

Architectural & Structural Engineering Solutions
www.kleinandhoffman.com

ARCHITECTS/ENGINEERS

FULL CIRCLE ARCHITECTS, LLC
(847) 432-7114

Daniel Baigelman, AIA
dan@fullcirclearchitects.com
Capital Improvements • Reserve Studies
Engineering Reports
www.fullcirclearchitects.com

KELLERMEYER GODFRYT & HART, P.C.
(847) 318-0033

Investigations and Repair Documents for:
Exterior Walls, Windows, Roofs, and Parking Garages
Condition Surveys and Reserve Studies
www.kghpc.com

MUELLER AND ASSOCIATES
STRUCTURAL & CONSULTING ENGINEERS
(312) 253-7322

Assessment Evaluation & Planning
New Structure Design / Existing Structure
Modification Building Envelope
Condition & Reserve Studies
www.muellerandassociates.org

WALDMAN ENGINEERING CONSULTANTS
(630) 922-3000

www.waldmaneng.com

ATTORNEYS

BARTZEN ROSENLUND KASTEN, LLC
(312) 450-6655

info@brkchicago.com
www.brkchicago.com

DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD.
(847) 593-5595

Attorneys & Counselors
www.dicklerlaw.com

FULLETT SWANSON, P.C.
(847) 259-5100

www.fullettswanson.com

KEOUGH & MOODY, P.C.
(630) 369-2700

Legal Representation for Community Associations
www.kmlegal.com

ATTORNEYS

COSTELLO SURY & ROONEY
(630) 690-6446

admin@csrlawfirm.com
www.csrlawfirm.com

FLAHERTY & YOUNGERMAN, P.C.
(312) 782.4700 x 224

Jeff Youngerman
jyoungerman@fylegal.com

KOVITZ SHIFRIN NESBIT
(855) 537-0500

Advising and Consulting with Business Owners, Community Association Law & Collection Services, Construction Defects, Real Estate Assessed Valuation Reduction, Litigation, Commercial Restructuring, Bankruptcy & Creditors' Rights, Real Estate, Business ,Estate Planning
www.ksnlaw.com

LEVENFELD PEARLSTEIN, LLC
(312) 476-7556

Howard Dakoff / hdakoff@lplegal.com
www.lplegal.com

BACKFLOW PREVENTION / TESTING

CHICAGO BACKFLOW, INC.
(708) 389-5600

Backflow Testing, Maintenance, Repair & Installation
"Your Backflow Prevention Experts Since 1993"
megan@backflow.com
www.chicagobackflow.com

BALCONIES, DECKS & RAILINGS

ARTIST TOUCH, INC.
630-978-2422

Composite Decking, Aluminum Railings, Azek Installation & Repairs
www.ArtistTouchInc.com

TRG CONSTRUCTION
(630) 231-5700

Structural Repair Services
Balcony Repair/Replacement
Stair Tower Repair/Replacement
dwells@trgrestore.com
www.trgrestore.com

BANKING

ALLIANCE ASSOCIATION BANK
(888) 734-4567

Full service banking and lending solutions for management companies and associations.

Contact: Diane White
dwhite1@allianceassociationbank.com

www.AllianceAssociationBank.com

FIRST CITIZENS BANK
(312) 209-2623

HOA Banking • Internet Cash Management
HOA Loans • Online Payment Systems
Dedicated Customer Service

thomas.engblom@firstcitizens.com
www.firstcitizens.com

BYLINE BANK
(630) 908-6708

Commercial Lending and Community Association Loan Program

Contact: Timothy J. Haviland, CMCA
thaviland@bylinebank.com
www.bylinebank.com

ENTERPRISE BANK & TRUST
(331) 305-0869

Full Service Banking and Lending Services
Specializing in Homeowner Association & Property Management Solutions

rrowley@enterprisebank.com
http://enterprisebank.com/

POPULAR ASSOCIATION BANKING
(847) 322-3149

Contact: Martin Klauber
mklauber@popular.com

WINTRUST COMMUNITY ADVANTAGE
(847) 304-5940

Loans, Reserve Investments & Lock Box Services
www.communityadvantage.com

BASEMENT WATERPROOFING

THE REAL SEAL, LLC
(847) 756-7987

austinwerner@therealsealllc.com

BIO HAZARD REMOVAL

SERVPRO TEAM ZUBRICKI
(773) 337-3900

Fire/Flood Restoration, Mold Remediation, Bio-Hazard Removal & Commercial Carpet/Garbage Chute Cleaning Services

www.servproevergreenparksouthchicagocity.com

BUILDING RESTORATIONS

BRUNO CONSTRUCTION MASONRY, INC.
(773) 796-4355

Masonry Restoration and Repairs
Tuckpointing - Lintel Replacement
Parapet Wall Repairs - Waterproofing
Caulking - Sandblasting - Modac

www.tuckpointingcontractor.com

HOLTON BROTHERS, INC.
(847) 253-3886 TEL / **(847) 253-3255** FAX

Masonry Repair Services, Tuckpointing, Caulking and Concrete Restoration

John@holtonbrothers.com
www.holtonbrothers.com

LMC CONSTRUCTION
(708) 714-4175

Masonry Concrete General Contracting Roofing

www.LMCTeam.com

LS CONTRACTING GROUP, INC.
T (773) 774-1122

General Contracting, Building Façade & Structural Concrete Repairs

Contact: Tom Laird tlaird@lscontracting.com
www.lscontracting.com

QUALITY RESTORATIONS
(630) 595-0990

THE W. J. MCGUIRE COMPANY
(847) 272-3330

Tuckpointing, Caulking, Masonry and Concrete Restoration

WEATHERSHIELD, LLC.
(630) 661-0034 / (630) 376-6565 (OFFICE)

Masonry - Tuck Pointing - Caulking
Balcony Restoration - Painting

Contact: Derek Wilkinson @ dwilkinson@weathershield.us
www.weathershield.us

CONSTRUCTION MANAGEMENT

G3 CONSTRUCTION SERVICES
(630) 654-4282

Common Area Restoration Services
www.G3Constructs.com

RZ CONSTRUCTION SERVICES, INC.
(855) 636-2727

Email: info@rz.services
www.rz.services

STANDPOINT CONSTRUCTION
(952) 500-1068

jstarks@standpointonline.com
www.standpointonline.com

DOORS

DH PACE
(630) 597-0050

Entry Doors / Revolving Doors/ Gates
Fire Doors / Sectional Doors / Rolling Steel Doors
High Speed Doors /Dock Equipment

www.DHPace.com

TNB DOORS, INC.
(708) 362-5600

Supplier of Hollow Metal Doors, Frames, Interior Aluminum Frames, Wood Doors, and Hardware.

Email: Kurtis@tnbdoors.net
www.tnbdoors.net

WOODLAND WINDOWS & DOORS
(630) 529-DOOR (3667)

HOA Installation Experts

www.woodlandwindows.com

ELECTRICAL CONTRACTORS

GRAND KAHN ELECTRIC
CHICAGO'S FIRST REGISTERED ELECTRICAL CONTRACTOR.
(224) 330-0257

Electrical, Building Maintenance, Low Voltage Systems, EV Charging Stations

MACasto@grandkahn.com / www.grandkahn.com

OMEGA ELECTRIC
A DIVISION OF TEMPERATURE SERVICE COMPANY, INC.
(847) 228-5559

awebb@tschvac.com / www.oetsc.com

POWERING CHICAGO
Find an electrical contractor at

www.poweringchicago.com/find-a-contractor

FOR DISPLAY OR PROFESSIONAL SERVICES DIRECTORY ADVERTISING INFO, CALL (630) 202-3006

ENERGY SOLUTIONS

POWERING CHICAGO
Find an Electric Vehicle Infrastructure Training Program (EVITP) Certified contractor and resources at

www.poweringchicago.com/ev

FIRE/FLOOD RESTORATION

CRDN OF CHICAGO
(630) 759-2477

Restoration Cleaning Services for Textiles, Electronics, & Art

alissa.crespo@crdn.net
www.crdn.com

CELTIC RESTORATION GROUP
(312) 636-6873

Fire / Water / Wind / Haz Mat / Asbestos / Lead
Bio / Mold / Janitorial / Construction

Mandy.Manalli@celticrestorationgroup.com
www.celticrestorationgroup.com

EMERGENCY CONSTRUCTION GROUP
(855) 4ECGNOW

Contact: Jenny Ruth
jenny@emergencyconstructiongroup.com

www.emergencyconstructiongroup.com

FIRST ONSITE
(877) 962-9644

courtney.schmidt@firstonsite.com
www.FirstOnsite.com

FIRST PRIORITY RESTORATION
(847) 417-0259

24/7 EMERGENCY RESPONSE

Contact: TJ Seiffert
tjseiffert@fpr-us.com / tjseiffert@fprdki.com

www.firstprioritydrs.com

GENESIS CONSTRUCTION, INC.
(847) 895-4422

www.genesisconstruction.com

HAMMERBRUSH RESTORATION
(833) 7HAMMER

Fire & Flood, Storm Clean Up, Mold, Insurance
Available 24/7/365

info@hammerbrushrestoration.com

PUROCLEAN DISASTER SERVICES
OFFICE: **888-787-6911**
CELL: **630-240-7252**

Email: elizabeth.khalil@puroclean.com

FIRE/FLOOD RESTORATION

PAUL DAVIS EMERGENCY SERVICES
(800) 408-3290 (EMERGENCY HOTLINE)

Recover Reconstruct Restore

Contact: Andrew Harris / Cell (224) 483-1092
andrew.harris@pauldavis.com
www.schaumburg-evanston.pauldavis.com/

SERVPRO OF DOWNTOWN CHICAGO/TEAM NICHOLS
312-682-0723

Fire/Flood Restoration, Mold Remediation, Biohazard Removal, Construction & Commercial Carpet/Specialty Cleaning Services

www.servprodowntownchicago-nichols.com

SERVPRO TEAM ZUBRICKI
(773) 337-3900

Fire/Flood Restoration, Mold Remediation, Bio-Hazard Removal & Commercial Carpet/Garbage Chute Cleaning Services

www.servproevergreenparksouthchicagocity.com

SKYLINE PROPERTY RESTORATION
(708) 629-0563

"We'll Point You in the Right Direction"

www.callskyline.com

FIRE SAFETY & PROTECTION

AMS INDUSTRIES, INC.
(800) 794-5033

24 Hour Service

Plumbing / HVAC Service & Maintenance
Electrical Systems Integration
Central Plant Energy Management / Fire Protection

www.AMSIndustries.com

CONTECH
THE FIRE ALARM COMPANY
(847) 483-3803

Fire Detection & Signaling Systems
Fire Alarm Systems
Chicago Life Safety Evaluation Solutions
Security Systems/CCTV
Card Access Systems

www.contechco.com

NORTHERN ILLINOIS FIRE SPRINKLER ADVISORY BOARD (NIFSAB)
(708) 403-4468

www.firesprinklerassoc.org

FIRE SAFETY & PROTECTION

USA FIRE PROTECTION
(847) 816-0050 / (224) 813-9322

Fire alarm / Sprinkler systems
Fire pumps / Fire extinguishers
Backflow prevention / Fire panel / Monitoring

INSTALLATION | INSPECTION | TESTING | MAINTENANCE

24/7 EMERGENCY SERVICE: (847) 816-0050

Contact Phil Linduska at phil.linduska@usafp.us
www.usafireprotectioninc.com

VALLEY FIRE PROTECTION
630-761-3168

Providing value-engineered fire protection and plumbing system solutions for over 40 years!

www.valleyfire.com

GARBAGE CHUTE CLEANING

BROUWER BROS. STEAMATIC
(708) 396-1444

All types of environmental cleaning.

www.BrouwerBrothers.com

HANDYMAN/MAINTENANCE

MIDWEST PROPERTY SERVICES, INC.
(630) 656-1000

Construction / Maintenance / Painting
Electrical / Snow Removal

"No Job Too Big or Too Small"

service@midproservice.com / www.midproservice.com

HVAC/HVAC CLEANING

ATOMATIC MECHANICAL SERVICES
O (847) 818-4324 M (847) 627-6572

Contact Lindsay Smith
lsmith@atomatic.com

HAYES MECHANICAL
(773) 784-0000

The Right Choice for Single Source Contracting Since 1918

info@hayesmechanical.com

TEMPERATURE SERVICE COMPANY
(847) 640-0505

"Building Brilliance in Every Degree"
HVAC | Electric | Building Automation

AWebb@tschvac.com
www.temperatureservicecompany.com

FOR DISPLAY OR PROFESSIONAL SERVICES DIRECTORY ADVERTISING INFO, CALL (630) 202-3006

INSURANCE

ALLIANT INSURANCE SERVICES
(312) 595-8135
Nancy Ayers
www.condorisk.com

CRUM HALSTED
(312) 728-7138
fschroeder@crumhalsted.com
www.crumhalsted.com

HEIL HEIL INSURANCE AGENCY
(630) 470-8766
Contact: Alex Romano
aromano@heilandheil.com
www.heilandheil.com

HOLLINGER INSURANCE SERVICES, INC.
(847) 437-2184
Property Casualty • Employee Benefits
Workers Compensation
www.HollingerInsurance.com

INTERNET TECHNOLOGY

ASTOUND POWERED BY RCN
(312) 804-1835
Cable, Internet, Fiber, Ethernet, Coax
www.astound.com

GOOGLE FIBER WEBPASS
800-WEBPASS (800) 932-7277)
Gig-fast, reliable internet with unlimited data.
Free installation, free equipment,
and unbeatable customer service!
webpass.net/Chicago

XFINITY COMMUNITIES
1 (800) XFINITY
For more information E-mail:
Xfinity_Now@comcast.com
xfinity.com/xfinitycommunities

JANITORIAL

BUILDING SERVICES OF AMERICA
(630) 783-9570 / (312) 420-2205
Janitorial | Window Washing | Door Staff | Plant Sanitation
Info@bsateam.com

LAKE & POND MANAGEMENT

ORGANIC SEDIMENT REMOVAL SYSTEMS, LLC
(608) 565-7105
Trusted Experts in Sediment Removal
& Pond Cleaning Since 1990
Contact Rich or Michael Kohutko
osrsystems@pondclean.com
www.pondclean.com

LANDSCAPE CONTRACTORS

ALAN HORTICULTURE, LLC
(630) 739-0205
info@alanhorticultural.com
www.alanhorticultural.com

ILT VIGNOCCHI
(847) 487-5200
www.iltvignocchi.com

LANDSCAPE CONCEPTS MANAGEMENT, INC.
(847) 223-3800
www.landscapeconcepts.com

PREMIER LANDSCAPE CONTRACTORS
(877) 998-0030
Complete landscaping and snow removal
info@premierservice.com

SEBERT LANDSCAPING, INC.
(630) 497-1000
www.sebert.com

SEMMER LANDSCAPE
Contact: Steve Regan
sregan@semmerlandscape.com
www.semmerlandscape.com

YELLOWSTONE LANDSCAPE
(888) 231-1300 / (847) 526-4554
Professional Landscaping and Snow Removal
www.yellowstonelandscape.com

LAWN CARE

SPRING-GREEN LAWN CARE
(800) 830-5914
www.spring-green.com

MOLD REMEDIATION

FIRST ONSITE
(877) 962-9644
courtney.schmidt@firstonsite.com
www.FirstOnsite.com

SERVPRO TEAM ZUBRICKI
(773) 337-3900
Fire/Flood Restoration, Mold Remediation,
Bio-Hazard Removal & Commercial
Carpet/Garbage Chute Cleaning Services
www.servproevergreenparksouthchicagocity.com

PAINTERS

AAA PAINTING & CONSTRUCTION
(630) 878-0714
Contact: Mark Youngberg
Myoungberg@aaapaintco.com
www.aaapaintco.com

ABBOTT PAINTING, INC.
(312) 636-8400
(773) 725-9800
Quality Painting & Decorating since 1973
Our Mission:
Guaranteed Committment to Quality
Now offering Electrostatic Painting
& Parking Lot Striping.
www.Abbottpainting.com

ABC DECO
(773) 701-1143
info@abcdecoonline.com
www.abcdecoonline.com

CERTAPRO PAINTERS OF THE NORTH SHORE
(847) 477-2854
Interior & Exterior Painting
Wallcoverings • Decorating • Remodeling
Drywall Repair • Decks & Staining
Tile Installation • Metal & Iron Painting
www.certapro.com/northbrook/commercial-painting-north-shore/
mvelez@certapro.com

PC5 COMPANY
(312) 622-6191
PRETTY CITY DESIGN - PAINTING
CONSTRUCTION - FLOORING - OFFICE
From concept to completion, assisting with scope,
budget plan, design and production
Consistently Delivering Extraordinary Experiences
Contact: Toni Ivanov - Toni@pc5company.com
www.pc5company.com

PAINTERS

PPD PAINTING
(630) 688-9423
Now Offering Drone Painting & Cleaning
candi@ppdpainting.com

HAMMERBRUSH PAINTING & CONSTRUCTION
(630) 320-9676
www.Hammerbrush.com

IOC CONSTRUCTION
(630) 406-3000
www.insideoutcompany.com

MIDWEST PROPERTY SERVICES, INC.
(630) 656-1000
Construction / Maintenance / Painting
Electrical / Snow Removal
"No Job Too Big or Too Small"
service@midproservice.com
www.midproservice.com

PAINTERS PRO USA
(708) 415-2360
Contact: Saulius Bertulis
saulius@paintersprousa.com

PAVING & CONCRETE

A & A PAVING AND CONCRETE
(630) 529-2500
www.aandapaving.com

DUBOIS PAVING CO.
(847) 634-6089
info@duboispaving.com
www.duboispaving.com

TWIN BROS. PAVING & CONCRETE
(630) 372-9817
Asphalt Paving & Sealcoating / Concrete
www.TwinBrosPaving.com

PEST CONTROL

SMITHEREEN PEST MANAGEMENT SERVICES
(847) 647-0010 / (800) 336-3500
www.smithereen.com

PLUMBING

AMS INDUSTRIES, INC.
(800) 794-5033
24 Hour Service
Plumbing / HVAC
Service & Maintenance / Electrical
Systems Integration / Central Plant
Energy Management / Fire Protection
www.AMSIndustries.com

LIFELINE PLUMBING
(847) 468-0069
Plumbing - Heating & Air Conditioning
Water Heaters - Sewer Cleaning & Repair
Hot Water Drain Jetting
www.INEEDLIFELINE.com

TEMPERATURE SERVICE COMPANY
(847) 640-0505
AWebb@tschvac.com
www.temperatureservicecompany.com

PROPERTY MANAGEMENT

ABC PROPERTY MANAGERS, INC.
(847) 985-4044
Managing Property in the
Northwest Suburbs for 35 years
Contact: Pam Stanish
www.abcpropertymanagers.com

ALWAYS HOME REAL ESTATE SERVICES, LLC
(815) 412-1787
Exceptional Service & Extensive
Market Knowledge
alwayshome247.com

ASSOCIA CHICAGOLAND
(312) 944-2611 / (847) 490-3833
www.associachicagoland.com

CHICAGOLAND COMMUNITY MANAGEMENT
(312) 729-1300
www.chicagoland-inc.com

PROPERTY MANAGEMENT

COMMUNITY SPECIALISTS
(312) 337-8691
www.communityspecialists.net

CHICAGO PROPERTY SERVICES, INC.
(312) 455-0107 X102
www.chicagopropertyservices.com
MORE LIVING. LESS WORRYING.

FIRSTSERVICE RESIDENTIAL
(312) 335-1950
Contact: John Santoro
www.fsresidential.com/illinois/

FIRST COMMUNITY MANAGEMENT
(312) 829-8900
Guiding board members since 1988
www.condomanagement.com

G&D PROPERTY MANAGEMENT
(630) 812-6400
www.gd-pm.com

THE HABITAT COMPANY
(312) 527-5400
www.habitat.com

HILLCREST MANAGEMENT
(630) 627-3303 / (312) 379-0692
www.hillcrestmgmt.com

MCGILL MANAGEMENT, INC.
(847) 259-1331
www.mcgillmanagement.com

NS MANAGEMENT
(847) 998-0404
www.nsmanagement.net

NIMROD REALTY GROUP, INC.
(847) 724-7850
Servicing the North and Northwest suburbs
www.nimrodrealty.com

FOR DISPLAY OR PROFESSIONAL SERVICES DIRECTORY ADVERTISING INFO, CALL (630) 202-3006

PROPERTY MANAGEMENT

NORTHWEST PROPERTY MANAGEMENT
(815) 459-9187
Residential & Commercial Association Management
CRYSTAL LAKE & GENEVA IL
www.northwestpropertymanagement.net
Established 1979

PROPERTY SPECIALISTS INC.
(847) 806-6121
www.psimanagement.net

REALMANAGE
1(866) 473-2573
www.realmanage.com

REALTY & MORTGAGE CO.
COMMUNITY ASSOCIATION MANAGEMENT
(773) 989-8000
1509 W Berwyn Chicago IL 60640
Contact: Hugh Rider
www.RealtyMortgageCo.com

SUDLER PROPERTY MANAGEMENT
(312) 751-0900
www.sudlerchicago.com

TAIRRE MANAGEMENT SERVICES
(847) 299-5740
tsutton@tairremgmt.com

WESTWARD360
(312) 572-0880
Packages Made to Keep Buildings Happy
www.westward360.com

REAL ESTATE TAX ATTORNEY

ELLIOTT & ASSOCIATES
(847) 298-8300
www.elliottlaw.com

KSN TAX
(847) 537-0500
www.KSNLaw.com

WORSEK & VIHON LLP
(312) 368-0091
www.wvproptax.com

RESERVE STUDIES

RESERVE ADVISORS
(800) 221-9882 | (312) 625-4958
Supporting your community's capital planning with easy to understand reports and ongoing support
100% Assurance Guaranteed
Todd Walter | todd@reserveadvisors.com
www.reserveadvisors.com

SUPERIOR RESERVE ENGINEERING & CONSULTING
(888) 688-4560
Superior reserve studies conducted by veteran **Illinois licensed** PE
Structural and Architectural Engineers all with 20+ years local reserve study experience
Nik Clark - nik@superiorreserve.com
www.superiorreserve.com

ROOFING

ADAMS ROOFING PROFESSIONALS INC.
(847) 364-7663
Roofing / Siding / Gutters / Insulation
www.adamsroofing.com

ALL AMERICAN EXTERIOR SOLUTIONS
(847) 438-4131
Roofing, Siding & Windows
www.aaexs.com

AMERICAN BUILDING CONTRACTORS, INC.
(847) 670-1887
Roofing • Siding • Windows • Gutters
Maintenance • Capital Budget Projects
A+ BBB Rating
www.abc-usa.com

CSR ROOFING CONTRACTORS
(708) 848-9119
All Types of Roofing
Installation, Repairs & Maintenance
www.csr-roofing.com

HAMMERBRUSH PAINTING & CONSTRUCTION
(630) 320-9676
Concrete & Masonry / Roofing & Siding
www.Hammerbrush.com

ROOFING

M&T EXTERIORS INC.
(331) 248-0447
Roofing Siding Windows and Service.
www.mt-exteriors.com

MI CONSTRUCTION AND ROOFING
(630) 241-0001
www.mancioneinc.com

PRO★TOP ROOFING
(847) 559-9119
We're Here When You Need Us! One of Chicagoland's most trusted roofing contractors for over 30 years
Specializing in Muti-family projects
www.protoproofing.com

S&D ROOFING SERVICE
(630) 279-6600
500,000 roofs installed since 1963
TEAR OFFS • SHINGLES • FLAT
Multi-Family **ROOFING** Specialist
Our experience & technical know-how gets the job done right the first time!
www.sdroofing.com
sales@sdroofing.com

SECURITY SERVICES

ADMIRAL SECURITY DOOR STAFF SOLUTIONS
(847) 588-0888
www.admiralsecuritychicago.com

BUILDING SERVICES OF AMERICA
(312) 420-2205
Janitorial | Window Washing | Door Staff | Plant Sanitation
Info@bsateam.com

SIDING / RENOVATIONS

ALL AMERICAN EXTERIOR SOLUTIONS
(847) 438-4131
Roofing, Siding & Windows
www.aaexs.com

HAMMERBRUSH PAINTING & CONSTRUCTION
(630) 320-9676
Concrete & Masonry / Roofing & Siding
www.Hammerbrush.com

SIDING / RENOVATIONS

IOC CONSTRUCTION
(630) 406-3000
www.insideoutcompany.com

MI CONSTRUCTION AND ROOFING
(630) 241-0001
www.mancioneinc.com

MIDWEST PROPERTY SERVICES, INC.
(630) 656-1000
Siding & Gutters / Wood Replacement
Welding & Railings / Snow Removal
"No Job Too Big or Too Small"
service@midproservice.com
www.midproservice.com

S&D ROOFING SERVICE
(630) 279-6600
www.sdroofing.com
sales@sdroofing.com

WOODLAND WINDOWS & DOORS
(630) 529-DOOR (3667)
Window and Related Masonry
Interior & Exterior Doors | Siding & Gutters
www.woodlandwindows.com

SNOW & ICE MANAGEMENT

LANDSCAPE CONCEPTS MANAGEMENT, INC.
(847) 223-3800
www.landscapeconcepts.com

SEMMER LANDSCAPE
(708) 926 2304
Contact: Steve Regan
sregan@semmerlandscape.com
www.semmerlandscape.com

YELLOWSTONE LANDSCAPE
(888) 231-1300 / (847) 526-4554
Professional Landscaping / Snow and Ice Management
www.yellowstonelandscape.com

SWIMMING POOLS

SPMS
(630) 692-1500
Heaters Pumps • Repairs • Chemicals
Pool Maintenance • Complete Water Analysis
Pool Guards, Inc.
ross@spmspools.com

TREECARE

SAVATREE
The Tree & Shrub Care Company
Warrenville 60555 T:630-821-7752
Barrington 60074 T:847-726-1991
Northbrook 60062 T:847-729-1963
Evanston 60202 T:847-475-1877
Dave Gaydos Direct: 630-391-8443
dgaydos@savatree.com
www.savatree.com

TV-BULK CABLE & SATELLITE

XFINITY COMMUNITIES
1 (800) XFINITY
For more information E-mail:
Xfinity_Now@comcast.com
xfinity.com/xfinitycommunities

WASTE SERVICES

INDEPENDENT RECYCLING SERVICES
(312) 732-9253
Chicago's Most Trusted Waste Hauling
Partner for over 40 years
www.independentrecycle.com

LAKESHORE RECYCLING SYSTEMS
(773) 685-8811
www.LakeshoreRecyclingSystems.com

WINDOW CLEANING

SERVICE ONE, INC.
(773) 533-5100
Window Cleaning & Glass Restoration
Pressure Cleaning & Metal Refinishing
Access Solutions, Scaffold Rental & Rigging
Rooftop Anchor certification and Installation
Aerial Lifts: Rentals, Sales, Service
www.glass-metal.com

WINDOW CLEANING

SUPERIOR WINDOW SERVICES
(630) 582-9800
Over 50 years of high rise
window cleaning experience
www.superiorwindowservice.com

WINDOWS/REPLACEMENTS

ALL AMERICAN EXTERIOR SOLUTIONS
(847) 438-4131
Roofing, Siding & Windows
www.aaexs.com

WOODLAND WINDOWS & DOORS
(630) 529-DOOR (3667)
Window and Related Masonry
Interior & Exterior Doors | Siding & Gutters
www.woodlandwindows.com

WOOD REPLACEMENT / CARPENTRY

AAA PAINTING & CONSTRUCTION
(630) 878-0714
Contact: Mark Youngberg
Myoungberg@aaapaintco.com
www.aaapaintco.com

ARTIST TOUCH, INC.
630-978-2422
Skilled Carpenters in Structural Repair
& Trim Carpentry, Interior & Exterior
www.ArtistTouchInc.com

For Display or Professional Services Directory Advertising Info,
Call 630-202-3006

Let us help you
Live stress free.

This past year has been difficult for everyone. Let us make your community living situation a stress free experience. We have the tools to ensure you will be happy. With Hillcrest Property Management, you will have one less thing to stress about.

See how we can manage your property at:
www.hillcrestmgmt.com

HILLCREST
PROPERTY MANAGEMENT

Call us today or visit us online for our list of services.

630-627-3303

www.hillcrestmgmt.com

from page 21

765 ILCS 605/22.2

Section 22.2: Resale Approval

This new section to the Act prevents a condominium association from exercising its right for first refusal, option to purchase a unit, or right to disapprove a sale on the basis that the purchaser's financing is guaranteed by the Federal Housing Administration or for a discriminatory or other unlawful purpose. A violation of this section gives the aggrieved party the right to pursue a cause of action against the condominium association. Section 22.2 is effective as of January 1, 2025.

CASE LAW UPDATE

2024 IL App (1st) 230790

Board of Directors of Edgewood Valley Condominium Community Association, Inc. v. Filipov, et al.

Defendants were owners of units within the Edgewood Valley condominium complex. Plaintiff's declaration related to the community area and provided that no exterior addition, change, or alteration can be made unless and until written plans and specifications have been submitted to the board and approved in writing. The community association's declaration authorized it to enforce the provisions of the community association's declaration and to enjoin and seek damages from a violating owner. In 2018, the board of directors for plaintiff inspected the property for violations. At that time, it was noted that the defendants' units were altered without board approval. After meeting with its legal counsel and hearing its options, the board of directors for the community association decided to proceed with an injunction against the violating owners, which included members of the board of directors. Prior to filing suit, plaintiff's attorney demanded that the violating owners correct the alleged violations within thirty days or legal action to enforce the restrictions would be initiated. Plaintiff filed the lawsuit seeking an injunction against each defendant. The defendants' motion to consolidate their cases into one was granted and they then moved to dismiss the complaint as they argued the plaintiff had no standing to file the claim, that they did not violate the plaintiff's declaration, and that the board of directors failed to vote to approve the litigation at a meeting open to all unit owners as required by the Act. The trial court found that defendants violated the declaration. It also found that when the board of directors voted to hire new counsel, it complied with Section 18.5 of the Act because the vote was to hire the new counsel to enforce the violations, and the minutes showed there was a vote to proceed with obtaining injunctions. Permanent injunctions were entered, and defendants were ordered to comply within 90 days. Defendants filed a motion to reconsider, which was denied, and they then filed an appeal.

On appeal, the appellate court held that plaintiff had standing to pursue the claim because the Act provides that a board of directors has standing and capacity to act in a representative capacity on matters that involve the common elements or more than one unit. It also held that the declaration made it clear that the board of

THE GREATEST SHOW

2025 IL CONDO-HOA CONFERENCE & EXPO

Attendee Information

Who Should Attend?

- Community Association Managers
- Management Company Executives
- Product and Service Providers
- Association Board Members
- Association Unit Owners
- Anyone involved in making decisions in your community association

Why Attend?

- More than 1600+ attendees and exhibitors - Network with fellow homeowners, board members, managers, service providers and more! Get ideas, find new suppliers and make great connections
- New hired speakers, new education formats - Based on your feedback we've updated education to include hired speakers, interactive formats, rapid-fire Q&A and more!
- Continuing education - 6 hours of continuing education credits available!
- Dedicated exhibit-only time - You'll never have to choose between attending a great session and visiting the exhibit hall.
- Networking - Make new connections and visit with old friends during the networking reception in the exhibit hall.
- Free online information page - Plan your day with session information and a guide to the expansive exhibit hall
- Win Prizes - Participate in the exhibit hall scavenger hunt to win prizes!

Included This Year

- Up to 6 CE credits
- Innovative topics and education formats
- Lounge area with seating
- Homeowner Q&A session with social time to meet other homeowners
- Additional bar for shorter lines
- Sponsored specialty drinks
- Buffet lunch for all access attendees

Education Sessions

Please note that not all sessions are general audience. Homeowner and Community Association Manager sessions are marked as such.

Join more than 1,600 industry professionals and homeowner volunteer leaders for the most comprehensive event for community associations in the state of Illinois!

The CAI-IL Condo – HOA Conference & Expo is the "Greatest Show" and this year's sessions bring the information YOU have asked for. There will be education on legal updates, self-defense, project funding, productive meetings, open mindedness, as well as opportunities to share, learn, network, and discuss challenges and solutions. Session formats will be interactive and include some rapid response.

Friday, February 21, 2025
Donald E. Stephens Convention Center
https://www.cai-illinois.org/events/

directors for the plaintiff had the authority to enforce the provisions or rules of the community association. The appellate court also ruled that the vote to hire the new attorney was essentially a vote to utilize all means to enforce the association's restrictions. In reaching this conclusion, the appellate court noted the board of directors voted to hire the new attorney to handle the legal matter as she deemed fit and that the motion did not have to specifically state a lawsuit would be filed. The court noted that the record supported that once the motion was made, it was clear that those who attended the meeting understood the consequences if the owners did not comply with the demand. The appellate court affirmed the judgment of the trial court.

2024 IL App (1st) 230124

Colony Country on Wimbolton Condominium Association v. Porter, et al.

Plaintiff filed an eviction complaint against defendant seeking possession of her unit and a judgment for unpaid assessments. Defendant, the owner of the unit, failed to pay her assessments for nine months. Defendant represented herself and argued plaintiff could not pursue the claim against her. She alleged she was the appointed president of the association and that certain owners "illegally" took control of the board of directors. After a contested hearing or trial, the court entered a written eviction order granting plaintiff possession of the unit, requiring defendant to release possession by October 24, 2022, if the judgment for $7,133.94 in assessments, court costs, and attorney's fees was not satisfied by that date. Fifty-eight days after entry of the judgment order, defendant filed a motion to reconsider, a motion to dismiss, and an emergency motion to stay the eviction, all of which were denied. Defendant then filed another motion to stay the eviction again arguing the person who initiated the action against her was not a legitimate plaintiff. The motion was denied, but plaintiff agreed to give defendant additional time before she had to vacate the unit. Defendant then filed a notice of appeal.

Plaintiff filed a motion to dismiss the appeal, arguing that defendant's post-judgment motions were untimely, that the trial court lacked jurisdiction to hear them, and that defendant's notice of appeal was also untimely, thus divesting the appellate court of jurisdiction. The appellate court held that the trial court entered its final and appealable eviction order on August 25, 2022, which required defendant to file her post-judgment motions by September 26, 2022. Since defendant did not file the motions until October 21, 2022, and November 28, 2022, they were not only untimely, but also improper successive post-judgment motions. The appellate court held that the trial court lacked jurisdiction to review those motions, and the trial court's orders on the motions were void. Accordingly, the appellate court vacated the court's orders denying the post-judgment motions, and it ordered that those three post-judgment motions by defendant must be dismissed.

2024 IL App (1st) 221171

Hollywood Terrace Condominium Association v. Matthews

Plaintiff filed an eviction action against the defendant for unpaid assessments. Plaintiff sought a judgment for unpaid common expenses, late charges, attorney's fees, and possession of defendant's unit. After a bench trial occurred, an order was entered granting plaintiff this relief. Defendant appealed the trial court's judgment arguing that the judgment entered against her was in error because she paid property taxes and assessment fees as the owner of the unit. She argued that plaintiff brought the action against her as a tenant who is renting a condominium unit. However, since there was no record of what happened at the trial court level, the appellate court could not determine the basis for the trial court's ruling. The appeal was dismissed.

2024 IL App (1st) 230162

Delacourte Condominium Association v. Focus Development, Inc., et al.

In August 2006, several of plaintiff's residents began complaining about water infiltration and water damage on their balconies and sliding glass door areas. The defective conditions were acknowledged and defendant Focus subcontracted to have them repaired, which was completed in June 2007. Problems again arose in the fall of 2016, so plaintiff hired a forensic engineering firm to investigate the matter. The engineering firm's report concluded that the repair work was defective. Based on this, plaintiff filed suit alleging breach of express warranty, breach of contract, and breach of implied warranty of habitability.

Defendants moved to dismiss arguing that the statute of limitations expired. The trial court found the claims timely because the alleged repair work became apparent within ten years of the completion of work, and the lawsuit was filed within four years of the time the defects were discovered. Defendants filed third-party complaints against certain subcontractors alleging that if defendants were liable for damages sustained by plaintiff, the subcontractors were liable to them. The subcontractors filed a motion to dismiss, presenting several arguments, including that the indemnification claim was barred because the third-party complaint was filed more than ten years after the repair work was completed. While the trial court rejected several of the third-party defendants' arguments, it did agree that the third-party claim was barred because it was filed more than ten years after the repair work was completed; hence, the trial court dismissed the third-party complaint. Defendants filed a motion to reconsider, and third-party defendants also presented a motion for clarification.

The trial court ruled that it previously erred when it ruled that plaintiff's claims were not barred since it was filed more than ten years after the repair work was completed, so it entered an order dismissing plaintiff's second amended complaint and the third-party complaint. However, the trial court reiterated its previous rulings that the third-party indemnification and contribution claims were not barred because plaintiff sufficiently alleged the existence of a sudden and dangerous occurrence to survive a motion to dismiss. Plaintiff and defendants third-party plaintiffs both filed a motion to reconsider, which resulted in the trial court reversing itself and finding that plaintiff's complaint was timely, so the court reinstated plaintiff's second amended complaint and the third-party complaint. After the order was entered, the third-party defendants filed a motion to vacate the order because it was the result of a motion to reconsider that was not timely filed by plaintiff. Since plaintiff filed the motion to reconsider more than thirty days after the entry of the court's order it wanted to be reconsidered, the trial court lacked jurisdiction to rule on the motion to reconsider. The trial court agreed and granted the motion to vacate, and it entered a final judgment stating the third-party complaint was dismissed. The defendants/third-party plaintiffs appealed.

On appeal, the court rejected defendants/third-party plaintiffs' arguments as it noted that plaintiff's complaint alleged damage that resulted from water infiltration that was so gradual it was not even discovered until nine years after the repair work was completed. For this reason, a sudden and dangerous occurrence did not exist, and this meant that the indemnification and contribution claims that were the subject of the third-party complaint, could not survive a motion to dismiss. The appellate court also held that the damage was incidental to the defective windows and doors and, therefore, it was not recoverable in tort but only under a breach of contract claim if one existed. Under the law in Illinois, a party cannot recover in tort for a purely economic loss and has to instead recover under contract law. While there can be an exception so as to allow one to recover under a tort theory for pure economic losses, the exception did not apply here. The appellate court concluded that the plaintiff's negligence claim against the defendants/third-party plaintiffs was barred by the economic loss doctrine and that the trial court did not err in dismissing the third-party claim. The trial court's judgment was affirmed.

2024 IL App (1st) 230358

Carey, et al. v. The 400 Condominium Association, et al.

Plaintiffs own a condominium unit in a building that allows owners and occupants to smoke in the units, so long as the smoking does not cause a nuisance or disturbance to others. Plaintiffs sued their neighbor alleging that the neighbor allowed her guests to smoke in her unit and on the balcony, which led to secondhand and thirdhand smoke infiltrating into plaintiffs' unit and which created a nuisance. Plaintiffs also sued the condominium association for breach of fiduciary duty, as they alleged the association did not properly handle plaintiffs' complaints. The association filed a motion for summary judgment, arguing that there was no breach of fiduciary duty as there was no evidence that the smoke infiltrated into their unit to the extent that it would be a nuisance to an ordinary reasonable person. In the alternative, the association argued that the business judgment rule precluded a judgment from being entered against it because it made repeated and diligent efforts to address the smoke smell in plaintiffs' unit, even though it was never verified. The other defendant also moved for summary judgment in her favor as she argued there was no evidence her unit was the source of the smoke, no evidence she acted intentionally, negligently, or wrongfully, and nuisance claims based on secondhand smoke exposure were not cognizable and rejected across the country. Plaintiffs filed their own motion for summary judgment. They argued the association failed to thoroughly investigate their complaints and to uniformly enforce the rules of the association. They also argued their neighbor's actions constituted a private nuisance in that they invaded their ability to use and enjoy their unit. The trial court granted summary judgment in favor of the defendants as it held that plaintiffs failed to present evidence that any "objectively unreasonable" level of smoke had infiltrated into plaintiffs' unit. The plaintiffs appealed.

The appellate court concluded the association's rule permits smoking, as long as it does not cause an unacceptable disturbance or a disturbance which is clearly inappropriate, excessive, or harmful. The appellate court agreed with the trial court's finding that this interpretation suggests that the measure of whether a smoking-related disturbance is unreasonable is objective rather than subjective in nature. The appellate court held there was no evidence showing that the smoke that plaintiffs claimed infiltrated their unit had originated from the defendant-neighbor's unit or that the infiltration was of such a level to create a disturbance that is unacceptable or clearly inappropriate, excessive, or harmful. The appellate court also held the evidence was not sufficient to show that the occasional smoking on the balcony was unreasonable. Likewise, the appellate court rejected the argument that the defendant-association failed to investigate the complaints when the evidence showed that the association undertook significant efforts to investigate and address the complaints. The appellate court noted the times management met with the unit owners on both sides of plaintiffs' unit, arranged for inspections, and had maintenance workers seal open areas around the pipes. The appellate court also noted the number of times management and the association met with and communicated with plaintiffs about their complaints, that the association sent a blast to all unit owners reminding them if they smoke in a unit, they need to use an air purifier, and the association even conducted a survey to see if there was interest by the owners to make this a smoke-free building. It was proper for the association to verify the allegations asserted by plaintiffs against the defendant-neighbor because if it had not, the association would have been violating its own policies and perhaps, then, breaching its fiduciary duties. The appellate court concluded that the association acted in a manner reasonably related to the exercise of its fiduciary duty, and there was no evidence to support plaintiffs' claim that the association breached a duty to plaintiffs. Finally, the appellate court also concluded that since the record did not contain any evidence that smoke infiltrated plaintiffs' unit at a level that could be unreasonable, plaintiffs' claim for private nuisance against the defendant-neighbor also failed.

2024 IL App (1st) 221365

Proffitt v. Dickens Hudson Condominium Association, et al.

Plaintiff owns one of the twelve units located within the defendant condominium association. Eight of the twelve units, including plaintiff's unit, are heated through a boiler connected to radiators. The boiler, per the association's declaration, is part of the common elements for which the association is responsible for the cost of maintaining. In 2000, plaintiff began complaining about the temperature in her unit. Eventually, plaintiff disconnected the radiators in her unit from the piping that was meant to supply her unit with steam heat that was produced by a boiler. She also stopped paying assessments related to the boiler. The association filed an action against plaintiff to recover the unpaid assessments, but it was not successful. This resulted in plaintiff suing defendant and a number of past and present members of the board of directors, alleging a violation of the Act and the association's declaration as the association failed to properly maintain and repair the boiler within the condominium building. Plaintiff also alleged that individual board members breached their fiduciary duty to her by not repairing the boiler, wrongfully levying boiler assessments against her, and wrongfully pursuing a forcible and entry detainer action against her.

During discovery, plaintiff learned defendant obtained a written opinion from legal counsel regarding the board's interpretation of the association's declaration. This letter was not produced by the association as the association asserted attorney-client privilege. Plaintiff sought to bar defendants from relying on evidence related to the advice of legal counsel unless defendant agreed to waive the attorney-client privilege. The defendant agreed to waive the attorney-client privilege as to the legal advice obtained related to the interpretation of the declaration, which was that the declaration did not permit the eight units connected to the boiler to disconnect without an amendment to the declaration. The opinion also advised the board it must continue to collect boiler assessments from plaintiff and pursue legal action to collect the unpaid assessments in order to meet the board's fiduciary obligation.

Plaintiff also moved to bar evidence not produced in discovery and to bar undisclosed witnesses and undisclosed opinions, including that of an expert witness to be called by the association. Plaintiff alleged that the defendant's expert witness should be barred because the expert's opinion and basis for the opinion were not disclosed and because the testimony to be elicited did not require specialized knowledge. The trial court did bar the defendant's expert from testifying because the testimony to be elicited did not require scientific or technical knowledge and that the disclosures related to the expert did not comply with the Illinois Supreme Court Rules. Defendants filed a motion to bar plaintiff's expert from testifying or in the alternative it asked the court to reconsider its prior order barring its expert from testifying. The trial court denied the motion to bar the plaintiff's expert, but it did reconsider its ruling related to defendants' expert, and it ruled defendants' expert could testify at trial.

At the conclusion of the trial the jury found in favor of plaintiff on two counts and in favor of defendants on three counts. The jury awarded plaintiff $10,000 for pain and suffering, $5,000 for emotional distress, $3,000 for boiler expenses and special assessments related to the boiler, and $4,500 for loss of use of the condominium. The trial court subsequently reduced the plaintiff's award by $7,500 as it found the award for the boiler assessments was duplicative of what was already awarded. Plaintiff filed post-trial motions, which were denied, and then she filed an appeal.

On appeal, the appellate court rejected plaintiff's argument that the trial court erred in admitting the association's legal opinion letter into evidence because the court ruled the letter was disclosed well in advance of the trial, and the admission did not prejudice plaintiff. After all, plaintiff took no action after the letter was disclosed, and when defendants' attorney stated defendants waived the attorney-client privilege, plaintiff's attorney stated all he needed was to cross-examine defendants about the contents of the letter. The appellate court also rejected plaintiff's argument that the jury instruction about the business judgment rule was an error. The appellate court noted that the business judgment rule protects directors from liability for honest mistakes, and a prerequisite of the rule is that

directors exercise due care when carrying out their duties. The appellate court held that plaintiff wanted the trial court to include an instruction about the business judgment rule, which went too far and misstated the law. Yet, the appellate court did find that the defendant's expert witness' testimony was insufficient, that the opinions given did not require specialized or technical knowledge, that they were nothing more than conclusory statements with no explanation, and that they amounted to little more than a comment on plaintiff's credibility. However, the appellate court did not find the trial court's ruling to allow the testimony to be heard at trial was an abuse of discretion so as to warrant a new trial since the testimony did not prejudice plaintiff. The appellate court further held it was proper for the trial court to reduce the jury's award by $7,500 and that prior to issuing the instructions, the trial court stated it may need to do exactly this to avoid multiple damage awards for the same injury. For these reasons, the appellate court affirmed the trial court's ruling.

2024 IL App (1st) 230516

Cohen v. 175 East Delaware Place Homeowners Association, et al.

In 2011, defendant adopted election rules that included, in part, who will be considered a voting member for a unit; that each year a certified public accounting firm will act as the election judge who will tabulate ballots and confirm the validity of the ballots; that the association will appoint an election committee that consists of non-board members who also supervise the tabulation; and that the committee makes final and binding decisions on issues referred to them related to a ballot, candidate eligibility, voter eligibility, voter intent, or other matters related to the election; and that the elections are to use a secret ballot voting system. Plaintiff served on the board from 2015 to 2017 and sought re-election in 2017.

On the night of the 2017 election, plaintiff delivered twenty-five ballots to the accountant serving as the election judge and plaintiff stayed to observe the tabulation. In the room were also the members of the election committee and the association's legal counsel. One ballot delivered by plaintiff was that for Gary Bernstein on behalf of Unit 8103. The accountant asked the attorney about the ballot signed by Bernstein, and the attorney brought the ballot to the election committee, stating the signature is from a natural person, but the association's owner list identifies a land trust as the owner of Unit 8103 and there is no indication on the defendant's ownership list who is the beneficial owner of the trust. The attorney also stated he did not think Bernstein's vote should count, and for this reason, the election committee invalidated the ballot. When the election results were announced, it was noted that plaintiff narrowly missed being seated on the board and had Bernstein's vote for her been counted, she would have been seated on the 2017 board.

Plaintiff then ran again in 2019. On the morning of the election, one candidate, Stefan Edlis, died. The association's manager was advised of this before the election, and she conveyed the news to the association's legal counsel. The accounting firm's results indicated that Edlis placed in the top twenty-four candidates and plaintiff was 25th. On the advice of legal counsel, the board announced the tabulation and left the 24th seat open pending a decision on how to handle the situation. On that day, plaintiff sent an email to the association's manager stating that Edlis was ineligible to be seated on the board of directors because of his death and that she should be seated on the board. However, based on legal counsel's opinion, the board of directors later decided it would leave Edlis' seat vacant. Plaintiff then filed suit against the association, the board, and the president of the board of directors alleging fraud in both the 2017 and 2019 elections. Plaintiff sought a declaratory judgment that the secret ballot procedures used in the 2017 election violated the Act because there was no method to verify the status of unit owners to cast ballots and she was denied the opportunity to be present during the counting of the ballots. She also sought damages for breach of fiduciary duty for both the 2017 and 2019 elections because the board of directors willfully violated their fiduciary duties to her by disqualifying Bernstein's ballot in 2017 and by failing to disqualify Edlis and seat her in the 2019 election. After the bench trial, judgment was entered in favor of defendants on all counts. The trial court found the association did have a way to verify the status of the unit owners and it allowed plaintiff to be present during the tabulation at the 2017 election. The trial court found that the association did not owe her any fiduciary duty but that the board of directors had a fiduciary duty to ensure strict compliance with the Act and the association's condominium instruments. It also held with regards to the 2017 election that the board of directors had sufficient rules to verify the status of unit owners when using a secret ballot and that the board's actions were in strict compliance with the Act and the condominium instruments. The trial court further held that with the 2019 election, the board's decision was protected by the business judgment rule because the board relied on the advice of its legal counsel as to how to address the death of Edlis. Plaintiff appealed.

The appellate court held that the association had a policy to verify who are unit owners and this policy was sufficiently set forth in an email from the association's legal counsel in 2016. The appellate court rejected plaintiff's argument that she was not allowed to be present during the counting of the ballots at the 2017 election as there was no evidence that she was ordered to leave the tabulation room. The evidence only showed that she was told to move away and sit down when she was standing behind the auditor and could see his laptop screen. During the 2017 tabulation, plaintiff was allowed to be present in close proximity to confirm the votes were being tabulated and not altered or destroyed. It was proper to not allow plaintiff to stand in a place that would negate the secrecy of the ballot voting. The appellate court also rejected plaintiff's argument that Section 18 of the Act required her to be present during all vote challenges, including the one related to Bernstein. The Act quite simply does not impose this requirement. Likewise, the appellate court ruled that a condominium association is not prohibited from assessing the legitimacy of the votes tendered by the owners. The decision to invalidate Bernstein's vote was protected by the business judgment rule, as the evidence showed there was an attempt to confirm Bernstein's vote, and it was on the advice of legal counsel that the vote was invalidated. Similarly, it was proper for the board of directors to accept the election committee's decision on how to handle the Bernstein vote, as that was the identified process in the association's election rules. The appellate court affirmed the trial court's finding that the association, an entity, did not owe plaintiff a fiduciary duty. The condominium association does not have a standalone fiduciary duty under the Act. Instead, if an association employee or board member violates his/her fiduciary duty, then the unit owner may recover from the association. Thus, the association's liability is contingent on whether the board violated its fiduciary duty towards plaintiff. The appellate court did not find the defendant's actions related to the 2019 election to be a breach of fiduciary duty, since the board's decision was made after it received counsel's advice. Based on the business judgment rule, this action by the board of directors did not amount to a breach of fiduciary duty.

However, in relation to the 2017 election, the appellate court did find that the board of directors failed to disclose to unit owners when it learned in 2017 that a trustee of a trust must designate or indicate who has the voting rights for the unit. As the board did not convey this until 2020, this was a breach of fiduciary duty by the board. The appellate court held that the problem was that when the board of directors obtained this advice from legal counsel, it did not convey to the owners the procedure that was developed, and the board made no judgment due to "inexcusable unawareness or inattention." Accordingly, the appellate court reversed the trial court's ruling in part as it found the board of directors did breach its fiduciary duty of candor in the 2017 election by failing to inform unit owners who owned their units in a land trust of the procedures that would need to follow to have their votes counted. The remaining decisions of the trial court were affirmed.

2024 IL App (3d) 230171

The Claymoor Condominium Association v. Majewska

Defendant, a condominium unit owner within plaintiff's association was remodeling her unit, which included replacing windows, remodeling all of the bedrooms, adding décor beams on the ceiling, and raising the ceiling. The ceiling in the living room was raised and a tray ceiling was created in the master

bedroom. During the remodel, the association's legal counsel advised defendant that when she raised the ceiling in her unit, she violated the association's declaration as that was an alteration to the common elements and defendant did not obtain the board of directors' prior written consent. The association's declaration provides that no part of the common elements shall be altered without the board of directors' prior written approval. As defendant failed to obtain the board's prior written approval, plaintiff demanded that defendant restore the common elements to their original condition, and the board told the defendant that if she disputed, she was in violation of the condominium instruments, she could request a hearing with the board of directors. The notice even stated how the defendant could request a hearing. Defendant did not request a hearing and did not restore the common elements. Therefore, plaintiff sued defendant. Even though defendant did not deny she altered her ceilings, defendant filed every possible motion and contested every step taken by plaintiff to have the court address the merits of the case, just to delay adjudication. Eventually, plaintiff filed a motion for summary judgment, arguing there was no question of fact that defendant altered the ceilings in her unit without the prior written approval of the board of directors. Plaintiff also argued that defendant's actions were a taking of the common elements as she took a portion of the common elements and added the portion to her unit, all without 100% of the unit owners' approval. Defendant filed her own motion for summary judgment and argued that the ceilings were limited common elements, so the prior written approval of the board of directors was not needed. She also argued her actions were not a taking as her actions did not affect anyone but her. Defendant further argued that the board of directors should have summoned her to a hearing.

The trial court granted the association's motion for summary judgment. The trial court agreed with plaintiff that when the defendant altered the ceilings in her unit, which were limited common elements, defendant altered the common elements. The trial court also agreed that such an action required the prior written approval of the board of directors, which defendant agreed she did not obtain. The trial court ruled that altering the ceiling as defendant did was a taking of the common elements. The trial court rejected the defendant's argument that before the lawsuit was filed, she was not given an opportunity for a hearing since the board of directors, through its attorney, issued a demand letter prior to filing suit and it did state defendant had the right to request a hearing, which was never requested. The trial court also stated that the board of directors had no duty to summon the owner to attend a hearing. All that was required was for the board of directors to give the owner the opportunity for a hearing. The trial court ruled that the defendant-owner defaulted under the terms of the association's declaration. The judge further ruled that defendant had to restore her unit to its original condition. Finally, since defendant defaulted under the terms of the association's documents, a judgment was entered against defendant for approximately $96,000. The judge awarded plaintiff all of its attorney's fees as the amounts sought were reasonable and because the judge noted that, every step of the way, defendant was told by the plaintiff's legal counsel that if it prevails, plaintiff will seek an award for its attorney's fees and costs. Defendant appealed the trial court's decision.

On appeal, the appellate court affirmed the trial court's decision. The appellate court reiterated that limited common elements are common elements, and per the association's declaration, an alteration to the limited common elements required the prior written approval of the board of directors. The appellate court found that the defendant's argument that she was only altering the limited common elements, that her alteration to the ceiling did not change the common elements and did not result in her "taking" a portion of the common elements and making it part of her unit, to be "…contrary to both our precedents and common sense." The appellate court also noted that defendant was on notice that she would be liable for the association's attorney's fees and costs if she were found to be in default under the provisions of the Act and the condominium association's declaration, bylaws, and rules and regulations. Hence, the award for attorney's fees in favor of the plaintiff was proper. The appellate court affirmed the trial court's ruling.

2024 IL App (1st) 221427

Spiegel and Chicago Title Trust Co. v. 1618 Sheridan Road Condominium Association

This case involves parties that have a long history and years of litigation. In 2015, when due to the resignation of a board member, only two board members remained on the board—one was plaintiff, and the other was Valerie Hall, who was named as a defendant. At that time, plaintiff unilaterally assumed the role of president and attempted to fire the association's legal counsel and its property manager. This led to Hall circulating a petition to all owners to call a special meeting, which resulted in an owner being nominated to serve on the board of directors. In turn, with three board members, the board of directors voted and confirmed the property manager and legal counsel were not terminated. That same day, plaintiff, through his attorney, filed a lawsuit on behalf of plaintiff, the trust that owns plaintiff's unit, and the association, Hall, and the manager. Plaintiff later amended the complaint to include as defendants other condominium unit owners and their attorneys. After plaintiff was removed from the board by a vote of the owners and his vacancy was filled, the association filed a lawsuit for declaratory and injunctive relief against plaintiff. The association sought a declaration that the board members were properly elected, that plaintiff acted without authority and unilaterally sought the role of president. The association sought to enjoin plaintiff from further interference with the board's functions and even sought a temporary restraining order (TRO) against him. The TRO was granted. A month later plaintiffs filed a fourth amended complaint and two motions for substitution of judge—one on behalf of the owner of the unit and one by plaintiff. One motion was granted, and one was withdrawn. Plaintiff and the owner of his unit then filed another lawsuit in a different division of the court, which was subsequently transferred to Chancery Division and the cases were consolidated. The circuit court granted defendants' motion to dismiss the fourth amended complaint in one of the Law Division cases, and the court, on its own motion, struck plaintiffs' other Law Division case and ordered plaintiffs to seek leave of court before filing any amended complaint.

Plaintiffs sought to file an amended complaint that was over 200 pages long, and plaintiffs moved to substitute the judge, which was granted. After the case was reassigned, plaintiffs filed another motion to substitute judge as of right (even though the law only allows each party only one as of right), which was opposed and denied. The trial court also denied plaintiffs' motion to reconsider and plaintiffs' motion to replead their complaint based on the deficient pleadings. Because the judge denied plaintiffs' motion to reconsider as well, plaintiffs filed a motion to substitute judge for cause. Plaintiffs accused the association's counsel and the judge of having ex parte communications. The trial court judge denied any such discussions occurred, but she had another judge review the motion to avoid any issues, and the motion was denied.

Defendant Hall then filed a motion for sanctions seeking $289,456.19 for attorney's fees and costs against plaintiffs and their attorney. Another defendant's attorney also filed a motion for sanctions against plaintiff and his attorney and sought $16,827 in attorneys' fees. The association, through its attorneys, also filed a motion for sanctions seeking $492,433.08. The individual plaintiff then sought sanctions against Hall and her counsel, the association, various unit owners and their counsel, and the association's counsel, the association's law firm and their counsel. Plaintiff's attorney also moved to disqualify the judge because he argued he had the right to ask for a substitution of judge since the motion for sanctions was asserted against him, and alternatively, he asked that another judge rule on the motions for sanctions. The trial court denied plaintiffs' attorney's motion to substitute because the attorney for plaintiff was not a party to the lawsuit. The court granted the motion for sanctions against the individual plaintiff and his attorney and awarded sanctions in favor of Hall and her attorney, the association, and its attorney. The trial court found that the pleadings signed by the individual plaintiff and his attorney were frivolous and unwarranted and had no basis in law or fact. The trial court found a pattern of abuse aimed towards harassment, delay, and increasing the cost of litigation. The individual plaintiff and his attorney filed a notice of appeal.

All arguments presented by the appellants were rejected by the appellate court. The appellate court affirmed that plaintiffs' counsel was not a party to the lawsuit, and even though the motion for sanctions was against him, he had no right to seek a substitution of judge. The appellate court rejected the argument that a petition for sanctions results in contempt proceedings. The appellate court noted that there was no evidence of any ex parte communications, and it was all based on speculation. The appellate court also held that the trial court did not abuse its discretion when it awarded the sanctions. The appellate court rejected the individual plaintiff's argument that only his lawyer should have been sanctioned. It was clear that the individual plaintiff played an active role in the case, as he signed numerous verified pleadings and motions. The appellate court affirmed the trial court's rulings.

2024 IL App (1st) 231619

Forest Glen Condominium Association v. Morris

Plaintiff filed a lien foreclosure against defendant, the owner of a condominium unit within the association. The foreclosure sought to foreclose the association's lien against the defendant's unit in the amount of $25,203.46, plus subsequent assessments and fees against defendant. Judgment was entered in favor of plaintiff, and on the day the redemption period was to expire, defendant filed an emergency motion to stay the sale. The motion was denied as the trial court did not believe an emergency existed. The property proceeded to judicial sale the next day when a third party purchased the unit. Plaintiff filed a motion for an order confirming the sale and for an eviction order, and defendant filed a motion to stay the judgment arguing a trust was not given notice. While the docket indicates a hearing occurred shortly thereafter, the record on appeal did not include a court order for the date of the hearing. Defendant filed an emergency motion to vacate the judgment from the alleged hearing date, and the trial court denied the motion on the same day. Defendant then filed a notice of appeal.

The appellate court held its ability to properly review the appeal was hindered by defendant's failure to properly comply with the Supreme Court rules. Yet, the court decided not to dismiss the appeal as the issue on appeal was simple. However, the appellate court could not consider the appeal on the merits as the record was deficient; as there was no court order in the record indicating that defendant's last emergency motion was denied and no report of proceedings from the hearing, the court could not determine if it had jurisdiction. Hence, it dismissed the appeal.

2024 IL App (1st) 232090

Oak Terrace Condominiums v. Durr

Plaintiff filed an action against defendant to force the judicial sale of his condominium unit. Plaintiff alleged that the defendant violated the association's declaration by exposing himself in a common area to another resident. This action did lead to him being incarcerated. Plaintiff relied on the language of the declaration to proceed to a judicial sale. Defendant was served with the summons from the association's lawsuit while he was incarcerated. As he took no action after being served, plaintiff moved to default defendant, and that motion was granted. The trial court thereafter entered an order terminating defendant's interest in the property (the condominium unit), authorizing the judicial sale to occur, and entering a judgment for attorney's fees and costs and unpaid assessments in favor of plaintiff. Five days after these orders were entered, defendant filed an appearance and a motion to stay the proceedings. Defendant filed a notice of appeal to appeal the trial court's order of possession.

The property proceeded to judicial sale and the association was the successful bidder. Defendant was released from incarceration and went back to the unit to reside there. Once defendant's appeal was dismissed for lack of jurisdiction (as it

POWERING CHICAGO

IBEW 134/NECA

BETTER CONSTRUCTION.
BETTER CAREERS.
BETTER COMMUNITIES.

CHICAGOLAND'S LEADING ELECTRICAL RESOURCE

Powering Chicago is an electrical industry labor management partnership between IBEW Local 134 and the Electrical Contractors' Association (ECA) of Chicago and Cook County that invests in consistently better construction, better careers and better communities. Powering Chicago is your Industry resource for electrical construction. Our members include leading experts in construction safety, innovation, emerging technology, and energy solutions. Visit our growing resource center of free online publications and expert electrical contractors at poweringchicago.com.

100+ INDUSTRY AWARDS
BETTER CONSTRUCTION

APPRENTICE AMBASSADOR
BETTER CAREERS

100+ CHARITABLE EVENTS
BETTER COMMUNITIES

EXPERT PUBLICATIONS
YOUR RESOURCE

THE POWER OF BETTER

The Power of Better is a YouTube Series presented by Powering Chicago that focuses on highlighting innovation, technology, and process improvements in the electrical industry done by IBEW Local 134 Union Electricians and signatory Electrical Contractors of Chicago and Cook County to support end users, developers, architects, and facility managers. Subscribe to the Powering Chicago YouTube channel and never miss an episode: www.youtube.com/c/poweringchicago.

POWERINGCHICAGO.COM

@POWERINGCHICAGO

was not timely filed), the trial court entered an order confirming the judicial sale and a deed for the condominium unit was delivered to the association. Defendant filed several motions on his own and then he retained counsel who sought to vacate the default order of possession. Plaintiff opposed the motions, and after a hearing, the trial court denied defendant's motions. The court found one motion untimely and one barred. Defendant filed another notice of appeal.

The appellate court affirmed the trial court's rulings. The court agreed that the motion to vacate was not timely as defendant filed it more than seven months after the order confirming the judicial sale was entered. The appellate court also held defendant's other petition was barred because of the Illinois Mortgage Foreclosure Act, which provides that after a court confirms a judicial sale, the vesting of title in the purchaser by a deed is an entire bar of all claims of parties to the foreclosure. Hence, the trial court's orders were affirmed.

2024 IL App (1st) 220453

Castlewood Terrace Homeowner's Association, et al. v. Public Building Commission for the City of Chicago

Plaintiff is located within the Castlewood subdivision which relates back to 1896. The plat for the subdivision contains several restrictive covenants. After initiating a condemnation proceeding, in 1960, the City of Chicago acquired title to three lots in the subdivision. The purpose for the city to acquire the lots was to build a public school. This led to the plaintiff filing a lawsuit against the city in 1963, alleging the purpose violated the restrictive covenants. In 1966, an order was entered where the trial court ruled that the erection and operation of the public school did not violate the restrictions and covenants of the subdivision. The city subsequently built the elementary school. In 1992, the City of Chicago conveyed the property to the defendant. In 2018, the Chicago Board of Education adopted a resolution requesting defendant to construct a gymnasium as an annex to the elementary school and this led to plaintiff filing another lawsuit. Plaintiff alleged the construction would cross a setback line which was prohibited by the restrictive covenants. Defendant filed a motion to dismiss arguing that plaintiff's claims were barred or, in the alternative, that the restrictive covenants could not be enforced against the City of Chicago as it acquired the property for public use. The trial court granted the motion to dismiss based on the 1966 court order since the court then ruled that the operation of a school did not violate the restrictions. The trial court further held even if the court in 1966 did not decide the current issues before the court, it could have addressed the issues; thus, plaintiff's complaint was barred. Plaintiff filed a motion to reconsider or, in the alternative, a motion for leave to file an amended complaint, which were denied. Plaintiff filed a notice of appeal.

The appellate court held that the lawsuit in 1963 challenged the construction of a public school based on the restrictive covenants created when the subdivision was itself created. Since in 1966, the trial court held that the erection and operation of a public school on these specific lots did not violate any of the restrictions and covenants of the subdivision and because the gymnasium was an extension of the school, the 1966 court order broadly applied to any building erected in accordance with the operation of the public school. Accordingly, the appellate court rejected the plaintiff's argument and refused to read language within the restrictive covenants which does not exist. The appellate court concluded that trial court properly dismissed plaintiff's lawsuit.

2024 IL App (1st) 231526

RSA Properties Mission Hills, P.C. v. Mission Hills Homeowners Association

Pursuant to a settlement agreement that was reached in 1984 between the unit owners in the association and the developer of the association, the owner of the Clubhouse would pay the association 12% of all expenses for maintenance of the

fence and front gate in exchange for ingress and egress to and from the Clubhouse through the gate. The agreement included a term that the covenant would run with the land and any nonpayment would result in a lien against the property. In 2021, plaintiff purchased the Maintenance Shed. Defendant recorded a lien against the Maintenance Shed in the amount of $320,281.27, for nonpayment of the maintenance expenses in 2022. Plaintiff only learned of the lien after it made efforts to sell the Maintenance Shed. Plaintiff alleged that the lien was improperly recorded because the Maintenance Shed was on a separate parcel. While plaintiff ultimately paid defendant so that the lien could be released and the sale could be completed, plaintiff filed suit against defendant seeking a declaration that both the lien and release were void, a return of the money paid, and damages for tortious interference with the sales contract. Defendant filed a motion to dismiss. The trial court granted the motion because plaintiff improperly sought a declaration to remedy past conduct and not to guide future conduct. The trial court also dismissed the claim for tortious interference with the contract since plaintiff alleged that the prospective buyer made a statement that it intended to breach the contract. Yet, that breach did not occur, since the closing did happen.

The appellate court affirmed the dismissal of plaintiff's claim in part. The appellate court noted that declaratory relief is only proper when there is some future conduct that the declaration sought will guide. Here, a declaratory judgment was improper because there was no future conduct to be guided nor any future litigation to be avoided as the business was concluded. Yet, the appellate court ruled that the trial court erred in dismissing plaintiff's claim for tortious interference. The court held that there does not need to be a termination of the contract in order to state a cause of action for tortious interference with a sales contract. In this case, the sale did not go forward as planned; thus, it can be considered a breach sufficient for stating a claim. In other words, even though the closing occurred, the buyer did not close on the sale as planned, and that is why the trial court should not have dismissed the claim for tortious interference of a contract. The appellate court also rejected defendant's alternative bases for dismissal, which included that the new owner of the Maintenance Shed was a necessary party to the lawsuit and was not named in the case. The appellate court held that since it affirmed the dismissal for declaratory relief, the validity of the lien is no longer a concern, so the new owner does not need to be included. The case was remanded to the trial court for determination of the factual and legal dispute as to the validity of the lien.

2024 IL App (1st) 232226

Mogan v. Kellermeyer Godfryt Hart, P.C., et al.

Defendant Kellermeyer Godfryt Hart, P.C. ("Kellermeyer") entered into a contract with the Roscoe Village Lofts Condominium Association for architectural repairs to the exterior of the building. The contract included an arbitration provision. Plaintiff, a member of the association, filed a derivative lawsuit on behalf of the association and against defendant and individual board members of the association, alleging that defendants violated state law and breached their fiduciary duty by imposing a $6.1 million special assessment for the completion of unnecessary repairs. Defendants filed a motion to compel arbitration and to dismiss because of the terms of the written contract between defendant and the association. The trial court granted defendants' motion because the contract contained a provision requiring arbitration. Plaintiff filed this appeal.

The appellate court affirmed the trial court's ruling. The court noted that a party signing a contract is presumed to know the contract terms. The appellate court also rejected the argument that the trial court should not have granted the motion because arbitration would be prohibitively expensive for plaintiff because plaintiff provided no evidence to support this argument. Finally, the appellate

court found the alleged claim was within the scope of the arbitration provision; thus, the trial court properly determined the dispute should be resolved through an arbitration proceeding.

2024 IL App (1st) 231693

Purevdori v. Mission Hills Condominium T-2 Association, et al.

Plaintiff, father of a deceased minor, filed suit against the defendants seeking damages from when his minor son left his yard, went through a broken fence, and drowned in a retention pond. The minor lived in a gated community of townhomes and condominiums with a golf course, swimming pools, and tennis courts. The neighboring property was being developed. A retention pond was built and a fence was erected to separate the properties. Plaintiff's townhome had a small backyard and the fence separating the two properties ran directly behind plaintiff's home. Prior to the incident, the fence had been knocked down and this permitted access to the neighboring property and the retention pond. The minor and his friend were playing in the backyard while their mothers watched. The mothers did not see that the minor and his friend left the yard through the knocked down portion of the fence. The minor then entered the retention pond and drowned.

Plaintiff sued alleging breach of fiduciary duty and he alleged negligence and willful and wanton negligence. Plaintiff alleged that the fence was erected to protect minor children and it was reasonably foreseeable that the retention pond presented a danger. Plaintiff alleged the association's management companies breached their contractual duties. Defendants moved to dismiss the complaint. The trial court granted the defendants' motion to dismiss with prejudice for failure to state a cause of action, ruling that plaintiff failed to allege a duty owed because the pond is an open and obvious condition for which no duty of care is owed. The court noted that parents are responsible for their children's safety and that defendants had no duty to anticipate that the mothers would fail to see the children leave the yard through a broken fence. The court also rejected the argument that the fence was built to protect minor children and others from the pond; hence, construction of the fence did not create a voluntary undertaking by the defendants. The court held that the proximate cause of the minor's injury was the open and obvious danger of the retention pond, which the defendants had no duty to guard. Plaintiff filed a notice of appeal.

The appellate court affirmed the trial court's ruling. When children are allowed to be "at large" or unattended, for public policy reasons, courts tend to rule that the consequences for open and obvious conditions do not fall on the owner of the property. The child was "at large" because he was unattended when he was left in the backyard. The appellate court agreed that the defendants owed no duty to anticipate that the mother would fail to see the child leave plaintiff's backyard, go through the opening in the fence, and then drown. The appellate court held that the sole proximate cause of the drowning was the mother's failure to supervise the child. While the condition of the fence made the drowning possible, it did not make the danger any less open and obvious. The appellate court also noted that the condominium association and its board did not owe a fiduciary duty for open and obvious conditions that exist off of the association's property. The child drowned not because of the fence within the common elements of the association but, instead, it was because of a pond outside of the condominium property. The appellate court affirmed the trial court's rulings.

2024 State-of-the-Industry Seminar

CondoLifestyles **November 21, 2024** **Chicago Cultural Center**

PREMIERE SPONSOR

xfinity communities

EDITION 29

2024 State-of-the-Industry Committee

Eric Staszczak
Westward360

David Conforti
RealManage

Simon Fox
Associa Chicagoland

Tairre Dever-Sutton
Tairre Management

Shruti Kumar
The Habitat Company

Marla Jackson, Michael Donnell, & Randy Grimes
FirstService Residential

Kevin Marcus -
Chicagoland Community Management

Judy Rowe & Molly Weber
Community Specialists

Tom Skweres
Retro Community Management

William Townsell
Chicago Police Dept.

Call 630-202-3006 for more information
www.condolifestyles.net | mdavids@condolifestyles.net

View event photos at
facebook.com/mcdmedia

2023 IL App (1st) 191122

Bastani v. The Human Rights Commission, et al.

Petitioner is a unit owner within the 55 W. Erie Association ("association") who filed a charge of discrimination against the association and its managing agent, alleging they altered the terms, conditions, or privileges of her real estate transaction because of her Middle Eastern national origin. Petitioner alleged they refused to fix water damage in her walls, reimburse her for common area gardening supplies, and refused to allow her to participate in board meetings or include her requests in the meeting minutes, all while fulfilling these requests for other non-Middle Eastern owners. The Department of Human Rights dismissed her charge for lack of substantial evidence. Petitioner requested that the Human Rights Commission review the dismissal. The Commission sustained the Department's decision as it agreed that the dismissal was properly dismissed.

The Commission held that there was no evidence by petitioner to show that the dismissal of the charge was not in accordance with the Human Rights Act. The evidence showed that while the association did not pay for interior damage to petitioner's unit, this was because of the advice by legal counsel. This advice was not within the association's possession when it previously paid for such damage. The Commission noted the initial request by petitioner for reimbursement for actual expenses may have been initially denied, but petitioner was eventually reimbursed. The Commission also found there was no evidence of petitioner's claim that she was refused to participate in board meetings or that her requests were not included in meeting minutes. The minutes did not include her claim only because the claim was not addressed at that particular meeting, but that the association did offer to amend the meeting minutes, with no response from petitioner. Petitioner then appealed the Commission's finding.

The appellate court ultimately affirmed the decision of the Human Rights Commission which sustained the Department of Human Rights' dismissal of petitioner's charge of housing discrimination due to a lack of substantial evidence. The appellate court held that petitioner failed to present sufficient evidence of the discrimination alleged. Petitioner failed to demonstrate that the Commission abused its discretion by sustaining the dismissal of her charge because it lacked substantial evidence. The Commission's decision was affirmed.

2024 IL App (2d) 230076

Fountain Square on the River Condominium Association, Ltd. v. First American Bank, et al.

In 2005, RSC-Elgin entered into a construction loan agreement with First American Bank to finance the development of a residential condominium building. Novak Construction was engaged by RSC-Elgin as the general contractor. A dispute arose, and Novak filed a mechanic's lien action against RSC-Elgin after it failed to pay Novak money owed to it. A settlement agreement was entered into between RSC-Elgin, Novak, and First American Bank. Thereafter, First American Bank acquired full ownership and interest in the building pursuant to a deed in lieu of foreclosure executed by RSC-Elgin, as it defaulted on the construction loans. First American Bank created American Real Estate Investments No. 4, LLC, as the sole beneficiary of a trust that was the successor developer of the Fountain Square on the River Condominium Commercial Association, Ltd. Employees of First National Bank were appointed to the board of directors for the association. Approximately a year later, the board had a reserve study performed, which projected that the caulking surrounding the windows of the building would need to be performed in 2017, 2027, and 2037 to protect against water infiltration. Control of the association was then turned over, and a new member of the board elected (and she was also a First

American Bank employee). In 2014, First American Bank sold its interest in the building's remaining residential units, two commercial condominium units, and parking spaces to Northampton Group, Ltd. After the sale, the Fountain Square on the River Condominium Association (plaintiff) was formed, and a new board of directors was elected. Residents began to report water leaks to plaintiff. A year later, the association engaged an engineering firm to determine the cause of the water leaks. At that time, it was learned the design and construction defects in the barrier walls and balconies and the 8th-floor EIFS wall had to be repaired and replaced. The total cost of the repair exceeded $1.7 million. Plaintiff hired a firm that had worked for First American Bank, and, at that time, a conflict waiver was signed by First American and the conflict waiver made it clear that plaintiff had been provided access to any information available to the firm it was hiring, including written documents and an opportunity to fully interview the firm. Shortly thereafter, plaintiff filed this lawsuit alleging defendants breached their fiduciary duty by not addressing the window defects in the building. Fraud was also alleged. Defendants filed a motion to dismiss asserting the business judgment rule. The trial court granted the motion to dismiss, finding that the business judgment rule served as a matter to defeat to the plaintiff's claims. The trial court also found no evidence to support a claim for fraud. Plaintiff filed a notice of appeal.

The appellate court held that dismissal based on the business judgment rule was proper based on the evidence tendered as the business judgment rule is intended to fully protect defendants' decisions when they exercise due care, adequate information, and good faith in making business decisions. The record shows that the defendants relied on an engineer's opinion as to whether the water leakage claims were addressed and how any repairs should be made. Defendants reasonably relied on the certification from its engineer that the water leakage issue was remedied. The evidence before the trial court showed that due care was applied in making decisions. Once a defendant satisfies the initial burden of a defense under a motion to dismiss, the plaintiff then has to establish the defense is unfounded. The appellate court noted that defendants submitted an affidavit to support the business judgment rule defense, and plaintiff's counter-affidavits did not refute the assertion of the business judgment rule. The evidence also showed the defendants engaged an entity to inspect and assess the building and provide a detailed report to identify the necessary and appropriate reserves. Defendant's reliance on the report related to reserves was protected by the business judgment rule. The appellate court further affirmed that there was no evidence in the record of fraud. The appellate court affirmed the trial court's ruling. ■

GFiber

CHICAGO PROPERTY OWNERS

Google Fiber Webpass has fast, reliable internet for you.

No installation fees

No annual contracts

No data caps

Wi-Fi included

Award-winning customer service

Scan to sign up

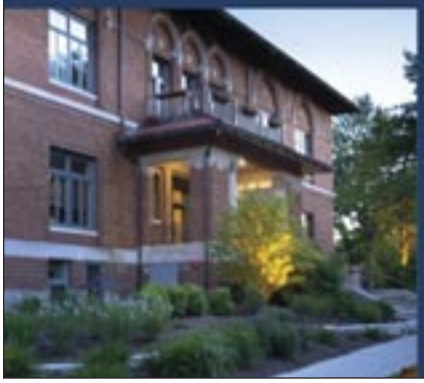
www.gfiber.com

1-800-932-7277


SAVE THE DATE
MCD
POOL PARTY
FEATURING
CondOlympics
March 14, 2025
The Pyramid Club
Addison, IL
FOR MORE INFORMATION, CALL 630-932-5551 OR VISIT OUR WEBSITE AT www.condolifestyles.net


SAVE THE DATE
MCD
GOLF & BOCCE
INVITATIONAL
July 19, 2025
Eaglewood Resort
Itasca, IL
FOR MORE INFORMATION, CALL 630-932-5551 OR VISIT OUR WEBSITE AT www.condolifestyles.net

CONDOMINIUMS | TOWNHOMES | HOMEOWNER ASSOCATIONS | CO-OPERATIVES



Personalized Service
'pərs(ə)nə'līzd 'sərvəs

We offer community association services designed to meet an individual association's requirements

CHICAGOPROPERTYSERVICES.COM

CONDOMINIUMS | TOWNHOMES | HOMEOWNERS ASSOCATIONS | CO-OPERATIVES

Laser Focus *'lā-zər 'fō-kəs*

We concentrate on the management of condos, townhomes and HOA's that are 50 units and under

CHICAGOPROPERTYSERVICES.COM

xfinity

WiFi that goes where the sun don't shine.

Get a powerful connection that works all over your home. That's wall-to-wall WiFi from Xfinity. Fast, reliable coverage that extends from room to room to even that room you thought you'd never get a signal in. On all of your devices, even when everyone is online. Available only with Xfinity.

1-800-xfinity **xfinity.com** **Visit a store today**