IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

JAMES CARROLL,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Case No. 2025-MR-000306**
	)	
ARCHVIEW CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS,	)	
	)	
Defendant.	)	

FILED
MAR 25 2026
CLERK OF CIRCUIT COURT #17
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

ORDER

This matter comes before the Court on Defendant Archview Condominium Association Board of Directors' Motion to Dismiss Plaintiff's Complaint for Declaratory Judgment pursuant to sections 2-615 and 2-619 of the Illinois Code of Civil Procedure. The Court has considered the Complaint, the Motion, the Response, the affidavit and exhibits submitted by the parties, the arguments of counsel, and the record, and being fully advised in the premises, finds and orders as follows:

1. Plaintiff filed a one-count complaint for declaratory judgment seeking a determination of the parties' rights and obligations under the recorded Declaration of Condominium for Carroll Wood Hill. Specifically, Plaintiff seeks a determination whether plumbing located in the basement/garage area outside Plaintiff's unit boundaries constitutes a common element, and whether the Association's adopted "Updated Rules and Procedures" may alter the Declaration's allocation of responsibility absent an amendment recorded in accordance with the Declaration.

2. A motion brought under section 2-615 challenges the legal sufficiency of the complaint. Defendant argues Plaintiff has failed to state a claim for declaratory judgment. The Court disagrees.

3. The Complaint alleges that Plaintiff is a unit owner subject to the recorded Declaration; that Defendant, through its Board and property manager, took the position in communications that certain basement/garage pipes are not common elements and are instead the responsibility of the unit owner; and that a present dispute exists as to whether the leaking pipe at issue, located outside Plaintiff's unit boundaries, is a common element for which the Association is responsible under the Declaration. The Complaint also places in dispute the legal effect of the Association's Updated Rules and Procedures in relation to the Declaration's amendment requirements. These allegations are sufficient to plead an actual controversy appropriate for declaratory relief.

4. The Complaint further sets out the relevant Declaration provisions concerning unit boundaries and common elements and alleges that the Updated Rules and Procedures cannot modify those provisions absent compliance with Article XVI's amendment and recordation requirements. These allegations are sufficient to state a legally cognizable claim for declaratory judgment.

5. Under section 2-619, Defendant contends the claim is moot and that no actual controversy exists because the Association determined responsibility for the basement/garage pipe, caused the repair to be made in or about September 2025, and is not seeking reimbursement from Plaintiff. Defendant relies on an affidavit and invoice as affirmative matter in support of that position.

6. The Court finds Defendant has not met its burden of establishing mootness as an affirmative matter.

7. The record reflects a dispute over the parties' present rights under the recorded Declaration at the time the action was filed. Plaintiff alleges that the Association, through its property manager and Board communications, asserted that pipes in the basement ceiling serving units are not common elements and are instead the responsibility of the unit owner. Plaintiff disputes that interpretation and seeks a declaration construing the Declaration and addressing the legal effect of the Updated Rules and Procedures. This is an actual controversy, not a request for an advisory opinion.

8. Defendant's mootness argument relies primarily on the affidavit submitted in support of dismissal, which Plaintiff objects to under Illinois Supreme Court Rule 191(a). The Court agrees that the affidavit does not satisfy Rule 191(a) and therefore cannot serve as competent evidence of affirmative matter under section 2-619

9. The invoice does not resolve the issue before the Court. It reflects that a clogged P-trap was cleared at 1061 Lafayette Court and that the Association was charged for the work, but it does not establish whether the pipe is located within a unit or is a common element, whether it serves one or multiple units, or whether any binding determination was made under the Declaration. It therefore does not moot the controversy.

10. Even if the Court accepts that Defendant arranged for the repair and did not seek reimbursement from Plaintiff, that fact alone does not moot the dispute. A one-time repair, without any binding written determination, amendment, or recorded action clarifying the meaning of the Declaration, does not eliminate the parties' ongoing dispute concerning their rights and obligations under the Declaration or the legal effect of the later-adopted rules. Plaintiff's Complaint expressly seeks a declaration on those issues.

IT IS THEREFORE ORDERED:

A. Defendant Archview Condominium Association Board of Directors' Motion to Dismiss is DENIED.

B. Defendant shall file its Answer or otherwise plead within 21 days of the entry of this Order.

C. This matter is set for CMC NAD.

3/25/24
Date

Judge