2018 IL App (2d) 170455-U
No. 2-17-0455
Order filed May 7, 2018

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

THE ONAN SUITES CONDOMINIUM ASSOCIATION, INC.,	)	Appeal from the Circuit Court of Lake County.
Plaintiff-Appellant,	)	
v.	)	No. 16-LM-2089
TINA L. JOHNSON and ALL UNKNOWN OCCUPANTS,	)	Honorable Daniel L. Jasica,
Defendant-Appellee.	)	Judge, Presiding.

JUSTICE SCHOSTOK delivered the judgment of the court.
Justices Zenoff and Burke concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court did not err in modifying its prior judgment, and record was inadequate to review its rulings on April 5, 2017, denying postjudgment attorney fees and vacating the order of possession.

¶ 2 The plaintiff, Onan Suites Condominium Association, Inc. (Association), appeals from various orders entered by the trial court that (1) reduced the amount of the judgment the Association obtained against the defendant, Lisa Johnson, (2) denied the Association's motion for postjudgment attorney fees, (3) granted Johnson's motion to vacate the portion of the

judgment granting possession to the Association, and (4) denied the Association's motion to reconsider. We affirm.

¶ 3 I. BACKGROUND

¶ 4 Johnson is the owner of a condominium in Waukegan that is part of the Association. In 2016, the Association filed suit against Johnson under the Forcible Entry and Detainer Act (Act) (735 ILCS 5/9-101 *et seq*. (West 2014)), alleging that she owed it about $7,000 in unpaid assessments, fees, and chargebacks, and seeking damages and possession of the unit. Johnson contested the claim and the matter went to trial on December 19, 2016. The record does not contain any transcript of the trial, but the parties submitted a bystander's report pursuant to Illinois Supreme Court Rule 323(c). Ill. S. Ct. R. 323(c) (eff. Dec. 13, 2005).

¶ 5 According to the bystander's report, only two witnesses testified. The first was Al Schroeder, an employee of the company that provides property management services to the Association. He was familiar with the accounts and records of the Association, which were kept in the ordinary course of business. Schroeder identified two notices that had been sent to Johnson earlier in 2016, demanding payment of certain amounts. He testified that Johnson did not pay the amounts demanded. He also identified: an account history of the common expenses charged for the unit; a multi-page document containing excerpts from the condominium declarations and bylaws; and the contract between his employer and the Association. All of these documents were admitted into evidence. The account history showed that Johnson had not paid her monthly assessment beginning in June 2014.

¶ 6 Schroeder testified that, in June 2016, the monthly assessment for the unit was reduced from $147 (the amount charged in the previous few years) to $116. 67, after the current property management company took over and recalculated the true percentage of ownership for the unit.

Schroeder testified that $116.67 was in fact the correct amount that should be charged based on the percentage of ownership. The Association's budget was calculated on an annual basis, and the $147 amount of the monthly assessments before June 2016 was based on "the best information available to the Association at the time" the budget was prepared. He had personal knowledge that, in 2015 and 2016, notices about the proposed budget and assessment for each year were sent to unit owners including Johnson, although he did not have copies of those notices with him on the day of trial. When the Association reduced the amount of the monthly assessment in June 2016 to more accurately reflect the percentage of ownership, the Association did not send out any notice of the reduction.

¶ 7 Regarding a $995 chargeback in September 2016, Schroeder testified that it stemmed from repairs on a leaking toilet in Johnson's unit. The owner of the unit located below Johnson's unit had reported water leaking into her unit. According to Schroeder, the Association considered the situation to present an emergency. The Association arranged for a plumber to come to Johnson's unit and gave notice that the plumber would arrive two days after the date of the notice. The notice did not request that Johnson make any repairs to her unit.

¶ 8 The plumber arrived as scheduled and, according to the invoice, discovered a broken closet collar (wax collar) at the base of the toilet. The invoice, which was admitted into evidence, detailed the repairs made to the toilet, including replacement of the collar and flapper, and resetting of the toilet including anchoring, shimming, and stabilization with hydraulic cement. (Schroeder was not present during the repairs and did "not have any particular plumbing expertise.") Schroeder testified that the Association decided to charge Johnson for the repairs because "it was determined that the leak was her responsibility." The repairs were necessary to stop water from leaking into the unit below.

¶ 9 The sole witness for Johnson was her brother, James Johnson, who had occupied the unit for the previous three months. For the last seven to eight months, he had access to, and received, the mail for the unit. He had no knowledge about what amounts, if any, his sister owed to the Association. He received two days' advance notice that the Association would have a plumber come and fix the toilet. The notice did not say that the unit owner needed to fix the toilet. The plumber did arrive and perform work on the toilet, but it still leaked and wobbled even afterward and it needed more work.

¶ 10 According to the bystander's report, the trial court ruled in favor of the Association, granting it damages and possession of the unit. However, it went through the charges listed by the Association and disallowed several of them for various reasons, reducing the amount requested by $1,922.93. The damages allowed by the trial court included monthly assessments from June 2014 through May 2016 in the amount of $147 per month, plus $2,638 in attorney fees and $390.28 in costs. As to the $995 toilet repair chargeback, the trial court included it as part of the judgment, "as the Association's governing documents and the Act provided the Association's Board discretion in determining fault and assessing such chargebacks to units." The total amount of the judgment was $8,799.38. Enforcement of the order was stayed through February 17, 2017.

¶ 11 On December 23, 2016, Johnson filed a motion to reconsider. (On January 17, 2017, Johnson filed a notice of appeal from the judgment, mistakenly believing it was necessary to preserve appealable issues, despite the pending postjudgment motion. Johnson later voluntarily dismissed the appeal prior to briefing.) Johnson's motion to reconsider argued that she should not have to pay for the toilet repairs, because they were unilaterally undertaken by the Association without following the proper procedure under the condominium declaration. Section

3.02 of the declaration required the Association to first request that she make the repairs and then give her a reasonable amount of time to do so before being able to make the repairs itself at her expense. Further, although section 2.09 of the declaration permitted the Association to enter her unit to make repairs "upon reasonable notice or [without notice] in the case of an emergency," that section did not authorize the Association to charge the owner for such repairs. Johnson also argued that Schroeder's testimony that "it was determined" that she should be responsible for the repairs was not sufficient to prove that the Association had actually considered the facts and come to a formal decision that she was at fault.

¶ 12 As to the monthly assessments, Johnson first argued that she should not have to pay them at all, as the declaration required that such assessments be based on estimates of net available cash receipts from non-assessment sources, the amount necessary to maintain adequate reserves, and other factors yielding an overall estimated budget, and no evidence of any such estimates had been presented. Thus, she argued, the Association had failed to prove that any assessments were properly charged under the declaration. In the alternative, even if the Association had adequately proven its right to collect some assessment, the evidence showed that the assessments should have been no more than $116.67 per month, as Schroeder testified that that was the correct amount based on Johnson's percentage of ownership.

¶ 13 On February 2, 2017, while the motion to reconsider was pending, Johnson filed a motion seeking to compel the Association to accept her tender of the full amount of the December 2016 judgment and to further toll enforcement of the judgment. The trial court granted the motion over the Association's objection, tolling enforcement until March 2, 2017. The written order reflected that Johnson had paid the judgment amount of $8,799.38 (plus her January and February 2017 assessments of $116.67 per month) to the Association in open court, and further

stated that the payment was without prejudice to "the rights of either party" with respect to matters raised in "pending motions, additional motions or appeals to be filed."

¶ 14 On March 2, 2017, after briefing and oral argument on Johnson's motion to reconsider, the trial court granted the motion in part. The trial court modified its December 2016 judgment, reducing it by $1722.92 (the amount of the toilet repair chargeback plus the difference between the $147 and $116.67 monthly assessment levels, multiplied by 24 months). The trial court ruled that the Association was not authorized by the declaration to charge Johnson for the toilet repairs because it had not complied with the procedure in section 3.02 for such chargebacks. As to the assessments, the trial court noted that Schroeder had admitted that the correct amount of the assessment was $116.67 rather than $147.

¶ 15 Soon after that, Johnson brought a motion to vacate the grant of possession in the December 2016 judgment pursuant to section 9-111 of the Act (735 ILCS 5/9-111 (West 2016)). Section 9-111 permits a court to vacate a prior order of possession when a condominium owner, during the stay of enforcement after the entry of the judgment, (1) has paid in full the amount of the judgment plus the attorney fees and costs stemming from the unit owner's default and (2) is not in arrears on common expenses that have accrued since the judgment. The Association filed a response that included a motion for attorney fees accruing after the December 2016 judgment, arguing that Johnson owed the Association for such fees under the Condominium Property Act and the declaration, and that Johnson thus had not paid all she owed the Association, preventing the order of possession from being vacated. In reply, Johnson argued that section 9-111 required only the payment of attorney fees accruing prior to judgment (and included in that judgment), and that the Association was not entitled to postjudgment attorney fees.

¶ 16 Later, the Association also filed a motion asking the trial court to reconsider its order of March 2, 2017, that modified the December 2016 judgment.

¶ 17 On April 5, 2017, a hearing was held on Johnson's motion to vacate the order of possession and the Association's motion for postjudgment attorney fees. The record on appeal does not contain any transcript or bystander's report of the proceedings that occurred on that date. The written order entered that day simply states (as modified by various handwritten insertions and deletions): "***Motion to Vacate pursuant to 735 ILCS 5/9-111 is granted. The possession portion of the [December 19, 2016][1] judgment and order of possession is vacated." The order also denied the Association's motion for postjudgment attorney fees.

¶ 18 On May 18, 2017, the trial court heard and denied the Association's motion to reconsider the order of March 2, 2017, modifying the December 2016 judgment. Explaining its ruling, the trial court stated that its decision to reconsider the imposition of the toilet repair chargeback was based on the fact that section 3.02 of the declaration allowed such chargebacks only after the Association had asked the unit owner to make repairs and the owner had failed to do so within a reasonable time. The trial court found that "the [A]ssociation never directed the owner to take this repair and instead undertook the repair itself," and "that was the basis for my conclusion that it didn't fall squarely within the declaration[] and the [A]ssociation's right to charge that back to the owner."

¶ 19 The trial court then addressed the Association's argument that section 9.1(a) of the Condominium Property Act (765 ILCS 605/1 *et seq*. (West 2016)) permitted a condominium

[1] The April 5, 2017, order initially referred to "the February 2, 2017" judgment. On April 10, 2017, the trial court entered an agreed order finding that this date was a scrivener's error, and correcting it to "December 19, 2016."

association to charge a unit owner for a repair even if the terms of the relevant declaration were not strictly complied with. The Condominium Property Act applies to every condominium in Illinois and no condominium declaration may have terms contrary to that statute. 765 ILCS 605/2.1 (West 2016). Section 9.1(a) states, in pertinent part:

> "Other liens; attachment and satisfaction. Subsequent to the recording of the declaration, no liens of any nature shall be created or arise against any portion of the property except against an individual unit or units. No labor performed or materials furnished with the consent or at the request of a particular unit owner shall be the basis for the filing of a mechanics' lien claim against any other unit. If the performance of the labor or furnishing of the materials is expressly authorized by the board of managers, each unit owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his unit's proportionate share of any due and payable indebtedness as set forth in this Section.
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> ***
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> The owner of a unit shall not be liable for any claims, damages, or judgments, including but not limited to State or local government fees or fines, entered as a result of any action or inaction of the board of managers of the association other than for mechanics' liens as set forth in this Section. Unit owners other than the developer, members of the board of managers other than the developer or developer representatives, and the association of unit owners shall not be liable for any claims, damages, or judgments, including but not limited to State or local government fees or fines, entered as result of any action or inaction of the developer other than for mechanics' liens as set forth in this Section. Each unit owner's liability for any judgment entered against the

> board of managers or the association, if any, shall be limited to his proportionate share of the indebtedness as set forth in this Section, whether collection is sought through assessment or otherwise. A unit owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his unit, or caused by his own conduct. ***" 765 ILCS 605/9.1(a) (West 2016).

The Association argued that the last sentence quoted above meant that unit owners such as Johnson could be charged for repairs. The trial court rejected this argument. Construing section 9.1 as a whole, the trial court held that the sentence above was intended to apportion responsibility for claims or judgments connected with litigation arising out of the conduct of the unit owner or the "use or operation" of the unit. As the toilet repair bill was not a claim or judgment in litigation, the trial court held that section 9.1(a) did not authorize the chargeback at issue.

¶ 20 Regarding the issue of whether the portion of the judgment for past-due assessments should have remained at the $147-per-month level, the Association argued that (a) under the voluntary payment doctrine, Johnson should be estopped from challenging the higher assessments now because she had voluntarily paid the assessments both before and after the entry of the December 2016 judgment; and (b) the Association had followed the proper procedure and determined that the assessments should be $147 based on information it believed was correct, and Johnson had not appeared at the annual budget meeting to contest the assessment level. The trial court rejected these arguments as well, holding that the voluntary payment doctrine did not apply because Johnson had not in fact paid any of the $147-per-month assessments between June 2014 and May 2016 (the only period at issue in the action) until she was forced to do so by the entry of the December 2016 judgment: "Yes, they had paid the 147

for a period of time [before June 2014], but the specific money that you were trying to recover for the months that you were trying to recover it had not been paid. And any payment they made post judgment would not have been characterized as voluntary. So I don't think that the Voluntary Payment Doctrine applies here." For all of these reasons, the trial court denied the Association's motion to reconsider. This appeal followed.

¶ 21 II. ANALYSIS

¶ 22 On appeal, the Association challenges three of the trial court's rulings: (1) its March 2, 2017, order modifying the December 2016 judgment by disallowing the toilet repair chargeback and reducing the amount of the past-due assessments; (2) its April 5, 2017, order denying the Association's motion for postjudgment attorney fees and granting Johnson's motion to vacate the order of possession portion of the December 2016 judgment; and (3) its May 18, 2017, order denying the Association's motion to reconsider the March 2, 2017, order. For ease of discussion, we consider the first and third of these orders, which present the same issues, together.

¶ 23 A. Toilet Repair Chargeback

¶ 24 The Association argues strenuously that the trial court erred in holding that the Association lacked authority to impose the chargeback for the toilet repairs to Johnson's unit. It contends that the chargeback was authorized by both the Condominium Property Act and section 3.02 of the declaration. Johnson argues that the trial court's rulings were correct.

¶ 25 The proper construction of a contract or statute is a question of law, and thus we review the trial court's legal rulings on such matters *de novo*. *Avery v. State Farm Mutual Automobile Insurance Co.*, 216 Ill. 2d 100, 129 (2005) (contracts); *Lee v. John Deere Insurance Co.*, 208 Ill. 2d 38, 43 (2003) (statutes).

¶ 26 The Association first argues that the Condominium Property Act authorized the chargeback at issue. It points out that section 18.4 of that statute grants a condominium board, among other things, "access to each unit from time to time as may be necessary *** for making emergency repairs necessary to prevent damage to the common elements or to other units." 765 ILCS 605/18.4(j) (West 2016). But this provision simply authorizes the Association and its agents to access the unit for repairs; it says nothing about who should pay the cost of those repairs. The best indicator of the legislature's intent in enacting a statute is the plain language of the statute. *Lee*, 208 Ill. 2d at 43. "When the statute's language is clear, it will be given effect without resort to other aids of statutory construction." *Id*. Further, we will not depart from the plain language of a statute by reading into it exceptions, limitations or conditions that conflict with the express legislative intent. *In re Michael D.*, 2015 IL 119178, ¶ 9. We therefore cannot conclude that section 18.4(j) of the Condominium Property Act authorized the imposition of the chargeback upon Johnson.

¶ 27 The Association also relies upon section 9.1(a) of the statute, one sentence of which states: "A unit owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his unit, or caused by his own conduct." 765 ILCS 605/9.1(a) (West 2016). Despite the expansiveness of this wording, the trial court held that the purpose of section 9.1 was to apportion liability for various legal claims or judgments that might be entered by a court, and that the specific sentence highlighted by the Association must be construed in light of this overall purpose. This approach—reading the entire provision as a whole in order to best discern the meaning of one sentence therein—was undoubtedly correct. *J.S.A. v. M.H.*, 224 Ill. 2d 182, 197 (2007) ("One of the fundamental principles of statutory construction is to view all provisions of an enactment as a whole," and thus "words and phrases must be interpreted in light of other

relevant provisions of the statute."). We further agree with the trial court's determination of the purpose of section 9.1(a), which indicates that the sentence relied upon by the Association is relevant only to claims stated or judgments entered in litigation, not ordinary repair bills. We thus find that the trial court did not err in concluding that section 9.1(a) does not authorize the chargeback of the toilet repair bill at issue.

¶ 28 Lastly, the Association argues that the chargeback was authorized by section 3.02 of the declaration. As with statutory construction, the interpretation of a contract begins with its plain language. *Gallagher v. Lenart*, 226 Ill. 2d 208, 233 (2007) (the language of a contract, given its plain and ordinary meaning, is the best indication of the parties' intent).

¶ 29 Section 3.02 states that, if repairs are "necessary through the fault of the" unit owner, "then the Board may direct" the unit owner to perform the necessary maintenance or repairs "and pay the cost thereof." If the unit owner fails or refuses to perform the necessary work "within a reasonable time after [being] so directed by the Board," then the Board can have the work performed and charge the owner for the cost.

¶ 30 The trial court found that the Association had determined that Johnson was at fault, and that it had broad discretion to make such determinations. However, upon reconsideration, the court also found that the Association had not complied with the requirements of directing Johnson to make the repairs and waiting a reasonable time to see if she did so. The evidence supports this finding. Although the notice itself does not appear to have been entered into evidence, both witnesses testified that it did not ask Johnson to repair her toilet, but simply informed her that a plumber would be coming to her unit two days later to inspect or fix her toilet. The trial court held that, as the Association had not complied with the requirements (in

essence, the conditions precedent) for charging back repair costs under section 3.02, it was not authorized to impose those costs on Johnson.

¶ 31 The Association does not really dispute that it failed to "direct" Johnson to repair her toilet. Instead, it argues that because the situation affected another unit and was an emergency, it did not have to comply with the notice and demand requirements of section 3.02. However, the Association offers no legal support for this argument, and thus it is forfeited. Ill. S. Ct. R. 341(h)(7) (eff. Jan. 1, 2016) (where a party does not offer any meaningful authority in support of that argument, the argument is forfeited); see also *People ex rel. Illinois Dep't of Labor v. E.R.H. Enterprises*, 2013 IL 115106, ¶ 56. Even if the argument were not forfeited, it is well settled that a condominium board or association must strictly comply with its bylaws and declaration. *Alliance Property Management, Ltd. v. Forest Villa of Countryside Condominium Ass'n*, 2015 IL App (1st) 150169, ¶ 33. See also *Fidelity Nat'l Title Insurance Co. of New York v. Westhaven Properties Partnership*, 386 Ill. App. 3d 201, 217 (2007) (where a notice requirement is intended to provide the recipient with the right to exercise an opportunity and the recipient is therefore prejudiced by the failure to give the required notice, the notice requirement is a material term of a contract and strict compliance must be shown). As the Association did not strictly comply with the requirements of section 3.02, that provision cannot serve to authorize the imposition of the chargeback.

¶ 32 In light of the Association's failure to meet its burden of proving that the $995 chargeback was authorized under the law, the trial court did not err in modifying its December 2016 judgment to remove the chargeback from the amount owed by Johnson.

¶ 33 B. Past-Due Assessments

¶ 34 The Association's second contention of error regarding the trial court's order of March 2, 2017, (and its later refusal to reconsider that order) is that the trial court should not have reduced the monetary judgment against Johnson for past-due assessments to reflect a $116.67 monthly assessment instead of assessments of $147 per month. However, section 9(a) of the Condominium Property Act expressly mandates that assessments for common expenses can be imposed upon unit owners only in proportion to their percentage of ownership. 765 ILCS 605/9(a) (West 2016). As the Association itself has pointed out, the Condominium Property Act applies to every condominium in Illinois. *Id.* § 2.1. Given Schroeder's testimony that the correct monthly assessment for Johnson's unit, based on the correct percentage of ownership, was $116.67 rather than the $147 previously charged by the Association, the trial court did not err in limiting the Association's recovery to the correct assessment level.

¶ 35 In the face of this clear statutory mandate, the Association raises two arguments, both of which lack merit. The Association begins by contending that Johnson was estopped from asserting that the lower assessment was correct because she failed to appear at the Association's budget meetings in 2015 and 2016 to contest the assessment level. Its sole support for this argument is section 18(a)(8)(i) of the Condominium Property Act (765 ILCS 605/18(a)(8)(i) (West 2016)).

¶ 36 Section 18 of the Condominium Property Act is titled "Contents of bylaws," and it lists a multitude of provisions that must, by law, be included in a condominium board's declaration or bylaws. *Id.* § 18. The specific provision relied upon by the Association here, section 18(a)(8)(i), requires that all declarations or bylaws must state: "that each unit owner shall receive notice, in the same manner as is provided in this Act for membership meetings, of any meeting of the board of managers concerning the adoption of the proposed annual budget and regular

assessments pursuant thereto or to adopt a separate (special) assessment ***." *Id.* § 18(a)(8)(i). The Association contends that this provision allows unit owners to appear and state any objections they may have concerning the proposed budget and assessments, and that if unit owners fail to seize this opportunity, they may not later challenge the assessments adopted at the meeting. But section 18(a)(8)(i) is simply devoid of language saying *any* of this—it does not even mention any opportunity for unit owners to object to assessments, much less state that the failure to object estops a unit owner from later challenging the assessment level. Thus, section 18(a)(8)(i) cannot support the construction the Association seeks here. Johnson's failure to appear at the annual budget meetings does not preclude her from seeking to limit the Association's recovery to only those past-due assessment amounts that were based on Johnson's actual percentage of ownership.

¶ 37 The Association next argues that Johnson is estopped from seeking to pay only the correct level of assessment under the voluntary payment doctrine, because she voluntarily paid the $147 monthly assessment prior to June 2014, and also voluntarily paid that level of assessment when she paid the full amount of the judgment in February 2017. The trial court held that the voluntary payment doctrine did not apply, because (1) the only assessments sought by the Association at trial were those accruing in June 2014 and thereafter, and so Johnson's payment of $147 per month before then was irrelevant; and (2) her postjudgment payment of the judgment amount did not fall within the doctrine.

¶ 38 We agree with the trial court's reasoning. As to its determination that Johnson's payments of $147 per month before June 2014 were irrelevant to the amount she owed after that point, the Association has not offered any argument or citation to legal authority showing any error in this reasoning. As for Johnson's February 2017 payment of the December 2016

judgment amount (which at that point included past-due assessments at the $147 level), we note that the voluntary payment doctrine does not apply to monies paid under compulsion. *Geary v. Dominick's Finer Foods, Inc.*, 129 Ill. 2d 389, 393 (1989). For over 150 years, Illinois law has recognized that a litigant who pays a civil judgment does not thereby lose the right to appeal from that judgment. *Richeson v. Ryan*, 14 Ill. 74, 74 (1852). This is because, if the judgment were executed upon, the litigant would have no choice but to pay, and payment prior to execution must be viewed as equally compulsory. *Id.* By the same token, a party does not automatically forfeit her right to ask a trial court to reconsider a judgment by paying that judgment. Here, Johnson had already filed her motion to reconsider, asking the trial court to reduce the amount of the judgment for past-due assessments to reflect her true statutory liability for such assessments, at the time she paid the judgment. Moreover, the order memorializing Johnson's payment of the judgment in open court expressly stated that "this payment does not prejudice the rights of either party, including pending motions, additional motions or appeals to be filed***." Under these circumstances, Johnson's payment of the judgment amount was compulsory and did not amount to a voluntary payment that would waive her rights to challenge the amount of the past-due assessments.

¶ 39 For all of these reasons, the trial court did not err in entering its order of March 2, 2017, which modified the December 2016 judgment to reduce the monetary portion of that judgment by (1) removing the $995 chargeback for the toilet repair, and (2) reducing the amount of past-due assessments to reflect the correct monthly assessment of $116.67 rather than $147. For the same reasons, the trial court did not err in denying the Association's motion to reconsider.

¶ 40 C. Postjudgment Attorney Fees and the Order of Possession

¶ 41 The Association's remaining arguments all relate to the order entered by the trial court on April 5, 2017, denying the motion for postjudgment attorney fees and granting Johnson's motion to vacate the order of possession pursuant to section 9-111 of the Act because she had paid the judgment amount in full. We are unable to review this order because the Association has failed to provide us with an adequate record to do so.

¶ 42 In any appeal, it is the responsibility of the appellant to supply a complete record sufficient to permit review of the issues it wishes to raise on appeal. *People v. Carter*, 2015 IL 117709, ¶ 19. In the absence of such a record, we must presume that the order entered by the trial court was in conformity with the law and had a sufficient factual basis. *Id.*; *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984). Any doubts that arise from the incompleteness of the record must be resolved against the appellant. *Carter*, 2015 IL 117709, ¶ 19.

¶ 43 Here, the Association argues that it is entitled to postjudgment attorney fees (*i.e.*, fees arising from Johnson's earlier appeal and the litigation of her postjudgment motions) under section 9.2(b) of the Condominium Property Act. That provision states: "Any attorneys' fees incurred by the Association arising out of a default by any unit owner *** in the performance of any of the provisions of the condominium instruments, rules and regulations or any applicable statute or ordinance shall be added to, and deemed a part of, his respective share of the common expense." 765 ILCS 605/9.2(b) (West 2016). The Association also cites sections 6.09 and 7.05 of the declaration, which permit it to bring a legal action for unpaid assessments and require the unit owner to pay "all expenses incurred by the Board in connection with" such legal action. The Association points out that its complaint was founded on Johnson's failure to pay assessments, a default covered by section 9.2(b) and the declaration, and it argues that its postjudgment attorney fees similarly arose out of Johnson's default.

¶ 44 The Association asserts that the trial court denied its motion for postjudgment attorney fees for a reason that it believes is legally irrelevant—that is, because Johnson was largely successful in her postjudgment motions. But the Association fails to support this assertion with any citations to the record that would show that this was, in fact, the reason that the trial court denied the motion. The written order entered on April 5, 2017, simply denies the motion for postjudgment attorney fees without explanation and, as noted above, the Association failed to include any transcript or bystander's report of the proceedings on that date. Accordingly, we have no basis on which we can know the trial court's reasoning, and thus we cannot find that that reasoning was erroneous. *Carter*, 2015 IL 117709, ¶ 19; *Foutch*, 99 Ill. 2d at 391-92.

¶ 45 We therefore leave aside the correctness or incorrectness of the Association's theory that section 9.2(b) and the declaration permit the recovery of attorney fees even after judgment is entered, and even when a condominium association is unsuccessful in postjudgment proceedings. Perhaps the trial court held that section 9.2(b) and the declaration did not apply at all because it believed the Association's postjudgment attorney fees arose out of the trial court's own errors (which it later corrected) rather than out of Johnson's default. Or perhaps it held that the Association would have been entitled to attorney fees but failed to adequately document any of those fees. In her own brief, Johnson states that the hearing on April 5 was an evidentiary hearing, not simply oral argument on the pending motions, and thus we should apply the deferential standard of review applicable to factual findings, but we do not even know that much from the record. Without an adequate record, we simply cannot know anything about the proceedings that produced the trial court's ultimate decision, and thus we have no basis on which we can review that decision.

¶ 46 Likewise, we have no basis on which to overturn the trial court's decision to vacate the portion of the December 2016 judgment granting possession of Johnson's unit to the Association. We therefore decline to disturb any of the trial court's rulings on April 5, 2017.

¶ 47 III. CONCLUSION

¶ 48 For the reasons stated, the judgment of the circuit court of Lake County is affirmed.

¶ 49 Affirmed.