

Residential Condominium Association And Its Management Company Immune From Liability For Improper Removal Of Snow/Ice Patch Caused By Defective Awning.

Article By:

Business and Commercial Litigation

Plaintiff was a resident of a condominium whose common areas were owned and maintained by the defendants. She slipped and fell in a common area on a patch of ice that had formed because water dripped from an overhead awning and froze on the walkway. The defendants raised the Residential Snow Removal Act which eliminates liability for injuries resulting from snow or ice removal efforts on sidewalks abutting residential property unless their conduct was willful or wanton. Plaintiff argued that liability should attach because the patch was the result of water dripping from an awning. Evidence indicated the defendants hired a snow removal company and also monitored snow removal efforts. The trial court agreed with the defense and entered summary judgment.

The Second District affirmed. Properties may have many defects that promote an unnatural accumulation of snow or ice and an owner can avoid liability if it clears or neutralizes the accumulations before they cause an injury. Plaintiff alleged the ultimate cause was a defect in the awning while the more immediate cause was a lapse in defendants' snow and ice removal efforts. As Plaintiff attributed her fall to the consequences of the failed snow and ice removal, activity, the Act applied to her claim. *Ryan v. Glen Ellyn Rain Tree Condominium Asso.*, 2014 IL App (2d) 130682.

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