

Second Regular Session of the 124th General Assembly (2026)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2025 Regular Session of the General Assembly.

HOUSE ENROLLED ACT No. 1115

AN ACT to amend the Indiana Code concerning property.

Be it enacted by the General Assembly of the State of Indiana:

SECTION 1. IC 32-21-5-8.5, AS AMENDED HEA 1152-2026, SECTION 1, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 8.5. (a) This section applies to all transfers of title to property after June 30, 2015.

(b) The definitions in IC 32-25.5-2 apply in this section.

(c) As used in this section, "property" refers to real property covered by the governing documents of a homeowners association.

(d) As used in this section, "purchaser" refers to a person who purchases property.

(e) The following must be provided by the seller to a purchaser not later than ten (10) days before the sale of the property closes:

(1) A disclosure that the property is in a community governed by a homeowners association.

(2) A copy of the recorded governing documents.

(3) A statement indicating whether there are assessments and the amount of any assessments.

(4) The following information about a board member, homeowners association agent, or other person who has a contract with the homeowners association to provide any management services for the homeowners association:

(A) The name.

(B) The business or home address.

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(f) **In the case of a resale or refinance of property subject to this section**, a homeowners association or agent of a homeowners association providing a statement of unpaid assessments or other charges of the homeowners association relating to the property may not charge a **fee more than fifty dollars (\$50)** for the statement.

(g) The failure to provide any of the documents listed in subsection (e) does not limit or prevent enforcement of the governing documents by the homeowners association.

SECTION 2. IC 32-25.5-1-1, AS AMENDED BY P.L.27-2017, SECTION 1, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 1. (a) Subject to subsection (b), this article applies to the following:

(1) A homeowners association established after June 30, 2009, that is authorized to impose mandatory dues on the homeowners association's members.

(2) A homeowners association established before July 1, 2009:
 (A) if a majority of the members of the homeowners association elect to be governed by this article; or
 (B) if the number of members required by the homeowners association's governing documents elect to be governed by this article if a different number of members other than the number established in clause (A) is required by the governing documents.

(b) The following apply to all homeowners associations, including a homeowners association described in subsection (a)(2), regardless of whether the members of the homeowners association have elected under subsection (a)(2)(A) or (a)(2)(B) to be governed by this article:

(1) IC 32-25.5-3-2(c).

~~(1)~~ ~~(2)~~ ~~IC 32-25.5-3-3(g)~~ **IC 32-25.5-3-3(e)** through ~~IC 32-25.5-3-3(m)~~ **IC 32-25.5-3-3(o).**

~~(2)~~ **(3) IC 32-25.5-3-9.**

~~(3)~~ **(4) IC 32-25.5-3-10.**

~~(4)~~ **(5) IC 32-25.5-3-11.**

(6) IC 32-25.5-3-12.

~~(5)~~ **(7) IC 32-25.5-4.**

~~(6)~~ **(8) IC 32-25.5-5.**

SECTION 3. IC 32-25.5-3-2, AS AMENDED BY P.L.1-2010, SECTION 128, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 2. (a) In addition to any other meeting held by a board, a board shall hold a special meeting of the members of a homeowners association if at least ten percent (10%) of the members of the homeowners association submit to the board at



least one (1) written demand for the special meeting that:

- (1) describes the purpose for which the meeting is to be held; and
- (2) is signed by the members requesting the special meeting.

(b) If a board does not send out a notice of the date, time, and place for a special meeting not more than thirty (30) days after the date the board receives a valid written demand for the special meeting under subsection (a), a member of the homeowners association who signed the written demand may:

- (1) set the date, time, and place for the special meeting; and
- (2) send out the notice for the special meeting to the other members.

(c) In the meeting notice of the board's annual meeting, the board shall include a written statement that:

- (1) notifies homeowners association members of the right to demand a special meeting of the members under this section; and**
- (2) states the number of members required to demand a special meeting, as determined under subsection (a);**

in accordance with section 3(g) of this chapter.

SECTION 4. IC 32-25.5-3-3, AS AMENDED HEA 1152-2026, SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 3. (a) A homeowners association shall prepare an annual budget.

(b) The annual budget must reflect:

- (1) the estimated revenues and expenses for the budget year; and
- (2) the estimated surplus or deficit as of the end of the current budget year.

(c) The homeowners association shall provide each member of the homeowners association with:

- (1) a:
 - (A) copy of the proposed annual budget; or
 - (B) written notice that a copy of the proposed annual budget is available upon request at no charge to the member; and
- (2) a written notice of the amount of any increase or decrease in a regular annual assessment paid by the members that would occur if the proposed annual budget is approved;

before the homeowners association meeting held under subsection (d).

(d) Subject to subsection (f) and section 3.1 of this chapter, a homeowners association budget must be approved at a meeting of the homeowners association members by a majority of the members of the homeowners association in attendance at a meeting called and conducted in accordance with the requirements of the homeowners



association's governing documents.

(e) For purposes of this section, a member of a homeowners association is considered to be in attendance at a meeting if the member attends:

- (1) in person;
- (2) by proxy; or
- (3) by remote or virtual means in accordance with the procedures set forth in IC 23-17-10-1(d) through IC 23-17-10-1(f); or**
- ~~(3)~~ **(4)** by any other means allowed under:

- (A) state law; or

- (B) the governing documents of the homeowners association.

(f) Except as provided in sections 3.1, 3.2, and 3.3 of this chapter, if the number of members of the homeowners association in attendance at a meeting held under subsection (d) does not constitute a quorum as defined in the governing documents of the homeowners association, the board may adopt an annual budget for the homeowners association for the ensuing year in an amount that does not exceed one hundred percent (100%) of the amount of the last approved homeowners association annual budget.

(g) Subject to subsection (k):

- (1) the financial records, including all contracts, invoices, bills, receipts, and bank records, of a homeowners association must be available for inspection by each member of the homeowners association upon written request; and
- (2) the minutes of meetings of the homeowners association board, including the annual meeting, must be available to a member of the homeowners association for inspection upon the homeowners association member's request, which may be submitted:
 - (A) in person;
 - (B) in writing; or
 - (C) by electronic mail **or other electronic means.**

In addition to the right to inspect the meeting minutes of the homeowners association board, a member of a homeowners association has the right to attend any meeting of the homeowners association board, including an annual meeting of the board. **For each meeting of the homeowners association board, the board must provide at least four (4) days advance written notice of the meeting to members of the homeowners association. The meeting notice must include an agenda for the meeting. The meeting notice for the annual meeting of the board must also include a statement of the right of homeowners association**



members to demand a special meeting of the members under section 2 of this chapter, including a statement of the number of members required to demand a special meeting, as determined under section 2(a) of this chapter. The board may provide a written meeting notice required under this subsection by hand delivery, United States mail, or electronic mail or other electronic means. However, the board of directors may meet in private to discuss delinquent assessments. The board of directors may also meet in private with legal counsel to discuss the initiation of litigation or to discuss litigation that either is pending or has been threatened specifically in writing. As used in this subsection, "litigation" includes any judicial action or administrative law proceeding under state or federal law.

A written request for inspection must identify with reasonable particularity the information being requested. A member's ability to inspect records under this section shall not be unreasonably denied or conditioned upon provision of an appropriate purpose for the request. The homeowners association may not charge a fee for the copying of a record requested under this subsection if the homeowners association member requests a written copy of the record.

(h) Subject to subsections (j) and (k), if there is a dispute between a homeowner and a homeowners association, the officers of the homeowners association must make all communications concerning the dispute available to the homeowner.

(i) Subject to subsections (j) and (k), the following apply:

(1) A homeowners association shall make all communications and information concerning a lot available to the owner of the lot or a home on the lot.

(2) If a homeowners association initiates communication with any member about another member's lot, the homeowners association must give a copy of that communication to the other member whose lot is the subject of the communication. However, this subdivision does not apply if the communication concerns suspected criminal activity, or activity that is the subject of a law enforcement investigation, involving the member whose lot is the subject of the communication.

(j) A homeowners association is not required to make:

(1) communications between the homeowners association and the legal counsel of the homeowners association; and

(2) other communications or attorney work product prepared in anticipation of litigation;

available to the owner of a lot or home.



(k) A homeowners association is not required to make available to a member for inspection any of the following:

- (1) Unexecuted contracts.
- (2) Records regarding contract negotiations.
- (3) Information regarding an individual member's association account to a person who is not a named party on the account.
- (4) Any information that is prohibited from release under state or federal law.
- (5) Any records that were created more than two (2) years before the request.
- (6) Information that:
 - (A) is provided by a member of the homeowners association about another member of the homeowners association; and
 - (B) concerns suspected criminal activity involving the other member.

Except as otherwise provided in this article (including subsection (j) and this subsection), other applicable law, or the governing documents of the homeowners association, a homeowners association is not required to retain a record of a written or electronic communication for any specific period of time. However, a homeowners association or a member of the board of a homeowners association shall retain for at least two (2) years after ~~receipt~~, **the date it is received or sent**, and during that period shall make available to a member of the homeowners association at the member's request, any written or electronic communication received **or sent** by the homeowners association or board member that relates to a financial transaction of the homeowners association and that is not otherwise excepted from disclosure under this article or other applicable law.

(l) **Except for information described in subsection (k)(4)**, nothing in this chapter:

- (1) abrogates or eliminates provisions in homeowners association agreements that permit or require additional disclosure or inspection rights not required by this chapter; or
- (2) prevents a homeowners association from agreeing to make disclosures or to provide inspection rights not required by this chapter.

(m) A homeowners association may not charge a fee to search for a record in response to a written request submitted under this chapter.

(n) Notwithstanding any other law, a homeowners association, an agent of a homeowners association, or a homeowners association management company may not charge a homeowner a fee associated with any **service services that are included in the homeowner's**



association assessment and provided by the homeowners association, other than agent of the homeowners association, or homeowners association management company, including services related to:

- (1) waste management for common areas;**
- (2) maintenance of common areas;**
- (3) landscaping of common areas;**
- (4) maintenance of common amenities;**
- (5) security for the subdivision; or**
- (6) administrative duties.**

This subsection does not prohibit a homeowners association, an agent of a homeowners association, or a homeowners association management company from charging a homeowner a fee for any optional service that is offered to a homeowner in connection with the homeowner's individual lot, parcel, tract, unit, or interest in the subdivision and that the homeowner opts to receive from the homeowners association, agent of the homeowners association, or homeowners association management company. However, any service that is included in a homeowners association assessment may not be reclassified as an optional service and charged as a separate fee unless such reclassification is approved by a majority of the members of the homeowners association in attendance at a meeting (as determined under subsection (e)) called and conducted in accordance with the requirements of the homeowners association's governing documents. A schedule of any optional services offered by the homeowners association, an agent of the homeowners association, or a homeowners association management company must be approved by the board and distributed to members of the homeowners association on at least an annual basis and whenever there is a change in the fees for any of the offered services. The amount of any unpaid fee for an optional service provided to a homeowner under this subsection does not constitute a lien against the homeowner's property. This subsection does not abrogate or limit the authority of a homeowners association to charge or collect the homeowners association dues assessments or fines expressly identified in the homeowners association's governing documents. This subsection does not affect the ability of a homeowners association, an agent of a homeowners association, or a homeowners association management company to take debt collection efforts for dues assessments, fees for optional services, or fines allowable under the homeowners association's governing documents.

(o) Notwithstanding any other law, a homeowners association,



an agent of a homeowners association, or a homeowners association management company may not charge a homeowner a fee associated with the production of a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from the homeowner. An account statement must be maintained by the homeowners association or its agent, and must be provided to a homeowner upon request.

SECTION 5. IC 32-25.5-3-9, AS AMENDED BY P.L.164-2016, SECTION 6, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 9. **(a)** The governing documents must contain a provision allowing the owners to amend the governing documents at any time, from time to time, subject to the following:

- (1) The declarant's consent to an amendment may be required if:
 - (A) the declarant owns one (1) or more units within the subdivision; and
 - (B) not more than seven (7) years have passed since the original governing documents were first recorded.
- (2) The consent of the owners to the amendment has been obtained as evidenced by either of the following:
 - (A) The vote of the owners at a meeting duly called for the purpose of considering the amendment, **including a special meeting called upon the demand of members of the homeowners association under section 2 of this chapter.**
 - (B) A written instrument signed by the owners.

The governing documents may not require that the consent of more than ~~seventy-five percent (75%)~~ **two-thirds (2/3)** of the owners ~~is~~ **be** required for consent under this subdivision.

(3) If the consent of first mortgage holders is required, only first mortgage holders that provide an address to the secretary of the board must be notified. The consent of a first mortgage holder must be indicated in a written instrument signed by the mortgage holder. However, a mortgage holder is considered to have consented to a proposed amendment if the mortgage holder does not respond to a written request for consent within thirty (30) days after the mortgage holder receives the request. The governing documents may not require that the consent of more than ~~seventy-five percent (75%)~~ **two-thirds (2/3)** of first mortgage holders eligible to receive notice ~~is~~ **be** required for consent under this subdivision.

~~(4) Notwithstanding subdivisions (1) through (3), the governing documents may require the approval of at least ninety-five percent (95%) of the owners to convey common areas or to dissolve the~~



plan of governance for the homeowners association.

(b) A homeowners association or the board may not enforce a provision of the governing documents that conflicts with this section.

SECTION 6. IC 32-25.5-3-12 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]: **Sec. 12. (a) A homeowners association may assess a fine for a member's violation of a covenant described in IC 32-25.5-2-3(2) if the board first adopts a schedule of fines that sets forth:**

- (1) the covenant violations that are subject to a fine;**
- (2) the amount of the fine that applies to each violation identified under subdivision (1);**
- (3) if any of the fines listed in subdivision (2) will be assessed on an ongoing or recurring basis:**
 - (A) for a defined period or a specified number of days; or**
 - (B) until the violation is cured or another contingency occurs;****a statement of that fact, along with a description of how the fine will be calculated and assessed; and**
- (4) a maximum aggregate fine amount for any single violation. A fine assessed on an ongoing or recurring basis may not exceed the maximum aggregate amount stated in the schedule of fines.**

(b) If the board will adopt a schedule of fines under this section at a meeting of the board, the board shall give notice of the meeting to members in accordance with the homeowners association's governing documents. The notice must include the proposed schedule of fines.

(c) A schedule of fines adopted under this section must be available to any member for inspection upon the member's request, which may be submitted:

- (1) in person;**
- (2) in writing; or**
- (3) by electronic mail or other electronic means.**

(d) The board may, from time to time, amend or repeal a schedule of fines adopted under this section if notice of:

- (1) the amendment or repeal, including the amended schedule of fines in the case of an amendment; and**
 - (2) any meeting held to adopt the amendment or repeal;**
- is given to members in accordance with the homeowners association's governing documents.**



(e) Members may submit to the board under section 2 of this chapter a written demand for a special meeting of the members of the homeowners association for the purpose of voting to amend a schedule of fines adopted under this section. An amended schedule of fines shall be:

- (1) adopted as proposed; or
- (2) revised and adopted;

if so approved by a majority of members present at the meeting.

(f) After a schedule of fines has been adopted under this section, the board may assess a member a fine for a violation included in the schedule of fines under subsection (a)(1) if the board first provides notice to the member of:

- (1) the violation for which the fine will be assessed;
- (2) the amount of the fine;
- (3) the date on which the fine will be assessed; and
- (4) if the fine will be assessed on an ongoing or recurring basis:
 - (A) for a defined period or a specified number of days; or
 - (B) until the violation is cured or another contingency occurs;

a statement of that fact, along with a description of how the fine will be calculated and assessed.

(g) If a member is assessed a fine under this section, the amount of the fine that has accrued must be available to the member upon the member's request, which may be submitted:

- (1) in person;
- (2) in writing; or
- (3) by electronic mail or other electronic means.

(h) The assessment of a fine by a homeowners association under this section does not operate as a waiver of the homeowners association's rights to pursue alternative remedies provided for in the homeowners association's governing documents, including any right to injunctive relief or to pursue a claim for damages.

SECTION 7. IC 32-25.5-5-4, AS ADDED BY P.L.141-2015, SECTION 14, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 4. As used in this chapter, "exempt claim" refers to any of the following claims or actions:

- (1) A claim by the homeowners association for assessments or dues and any action by the association to collect assessments or dues. **This subdivision does not include a claim that involves the assessment or enforcement of a fine under IC 32-25.5-3-12 by a homeowners association for a member's violation of a**



covenant of the homeowners association.

- (2) An action by a party to obtain a temporary restraining order or equivalent emergency equitable relief:
- (A) to maintain the status quo and preserve the party's ability to enforce the governing documents; or
 - (B) when an emergency condition exists that jeopardizes the health or safety of any of the residents within the community governed by the homeowners association.
- (3) A suit to which an applicable statute of limitations would expire within the notice period. This subdivision does not apply if a party against which the claim is made agrees to toll the statute of limitations as to the claim for the period reasonably necessary to comply with this chapter.
- (4) A dispute that is subject to mediation, arbitration, or other alternate dispute resolution under applicable law, contract, warranty agreement, or other instrument.
- (5) A claim that is substantively identical to a claim:
- (A) that was previously addressed by the parties; or
 - (B) that was resolved by a judicial determination in favor of one (1) of the parties.

SECTION 8. IC 32-25.5-5-10, AS ADDED BY P.L.141-2015, SECTION 14, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 10. A claimant must provide notice of the claim to the respondent, stating plainly and concisely the following information:

- (1) The nature of the claim, including the date, time, location, persons involved, and the respondent's role in the claim.
- (2) The basis of the claim, including the provision of the governing documents or other authority out of which the claim arises.
- (3) What the claimant wants the respondent to do or not to do to resolve the claim.
- (4) That the respondent has a right to meet with the claimant, if the respondent makes a written request for a meeting **not later than ten (10) business days after the date of the notice.**
- (5) The name and address of the person ~~from~~ whom the respondent must **contact to:**
 - (A) request a meeting under subdivision (4); or
 - (B) **provide notice that the violation on which the claim is based has been cured.**



Speaker of the House of Representatives

President of the Senate

President Pro Tempore

Governor of the State of Indiana

Date: _____ Time: _____

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