



CONFERENCE COMMITTEE REPORT DIGEST FOR EHB 1115

Citations Affected: IC 32-21-5-8.5; IC 32-25.5.

Synopsis: Homeowners association governance. Amends the statute governing residential real estate sales disclosures to provide that in the case of a resale or refinance of property covered by the governing documents of a homeowners association (HOA), an HOA or an agent of the HOA providing a statement of unpaid assessments or other charges relating to a property may not charge more than \$50 for the statement. (HEA 1152-2026 prohibits an HOA from charging a fee for the statement.) Provides that an HOA member is considered to be in attendance at a meeting of the HOA if the member attends by remote or virtual means in accordance with the statutory procedures for remote meetings of nonprofit corporations. Requires the board of an HOA to provide to HOA members at least four days advance written notice of any meeting of the board. Provides that the meeting notice must include: (1) a meeting agenda; and (2) in the case of a notice for an annual meeting, a statement of the right of HOA members to demand a special meeting of the members, including a statement of the required number of members needed to demand a special meeting. Amends the provision in HEA 1152-2026 that prohibits an HOA, an agent of an HOA, or an HOA management company from charging a homeowner a fee associated with any service provided by the HOA to specify that such services include services that are included in the homeowner's association assessment but do not include any optional service that is offered to a homeowner in connection with the homeowner's individual lot in the subdivision and that the homeowner opts to receive. Provides that a schedule of any optional services offered must be approved by the board and distributed to HOA members on at least an annual basis and whenever there is a change in the fees for any of the offered services. Prohibits an HOA, an agent of an HOA, or an HOA management company from charging 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. Requires an HOA or its agent to maintain an account statement for a homeowner and provide the statement to the homeowner upon request. Provides that the governing documents of an HOA may not require that the consent of more than 2/3 of the owners be required to amend the HOA's governing documents. Provides that an HOA's governing documents may not require the consent of more than 2/3 of first lien mortgage holders in order to amend the governing documents. Removes the



provision in current law that provides that the governing documents may require the approval of at least 95% of the owners to convey common areas or to dissolve the plan of governance for the HOA. Authorizes an HOA to assess a fine for a member's violation of a covenant if the HOA first: (1) adopts a schedule of fines for specified violations; and (2) provides to the member a notice setting forth the violation, the amount of the fine, and the date on which the fine will be assessed. Requires a schedule of fines to include a maximum aggregate fine amount for any single violation. **(This conference committee report adds language that does the following: (1) Amends the statute governing residential real estate sales disclosures to provide that in the case of a resale or refinance of property covered by the governing documents of an HOA, an HOA or an agent of the HOA providing a statement of unpaid assessments or other charges relating to a property may not charge more than \$50 for the statement. (2) Amends the provision in HEA 1152-2026 that prohibits an HOA, an agent of an HOA, or an HOA management company from charging a homeowner a fee associated with any service provided by the HOA to specify that such services include services that are included in the homeowner's association assessment but do not include any optional service that is offered to a homeowner in connection with the homeowner's individual lot and that the homeowner opts to receive. (3) Prohibits an HOA, an agent of an HOA, or an HOA management company from charging a homeowner a fee for a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from the homeowner. (4) Requires an HOA or its agent to maintain an account statement for a homeowner and provide the statement to the homeowner upon request. (5) Incorporates changes made by HEA 1152-2026 to Indiana Code sections included in the bill.)**

Effective: July 1, 2026.



CONFERENCE COMMITTEE REPORT

MR. PRESIDENT:

Your Conference Committee appointed to confer with a like committee from the House upon Engrossed Senate Amendments to Engrossed House Bill No. 1115 respectfully reports that said two committees have conferred and agreed as follows to wit:

that the House recede from its dissent from all Senate amendments and that the House now concur in all Senate amendments to the bill and that the bill be further amended as follows:

- 1 Delete everything after the enacting clause and insert the following:
- 2 SECTION 1. IC 32-21-5-8.5, AS AMENDED HEA 1152-2026,
- 3 SECTION 1, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
- 4 JULY 1, 2026]: Sec. 8.5. (a) This section applies to all transfers of title
- 5 to property after June 30, 2015.
- 6 (b) The definitions in IC 32-25.5-2 apply in this section.
- 7 (c) As used in this section, "property" refers to real property covered
- 8 by the governing documents of a homeowners association.
- 9 (d) As used in this section, "purchaser" refers to a person who
- 10 purchases property.
- 11 (e) The following must be provided by the seller to a purchaser not
- 12 later than ten (10) days before the sale of the property closes:
- 13 (1) A disclosure that the property is in a community governed by
- 14 a homeowners association.
- 15 (2) A copy of the recorded governing documents.
- 16 (3) A statement indicating whether there are assessments and the
- 17 amount of any assessments.
- 18 (4) The following information about a board member,
- 19 homeowners association agent, or other person who has a contract

1 with the homeowners association to provide any management
2 services for the homeowners association:

3 (A) The name.

4 (B) The business or home address.

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

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

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

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

20 (2) A homeowners association established before July 1, 2009:

21 (A) if a majority of the members of the homeowners
22 association elect to be governed by this article; or

23 (B) if the number of members required by the homeowners
24 association's governing documents elect to be governed by this
25 article if a different number of members other than the number
26 established in clause (A) is required by the governing
27 documents.

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

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

33 ~~(+)~~ **(2) IC 32-25.5-3-3(g) through**
34 ~~IC 32-25.5-3-3(m).~~ **IC 32-25.5-3-3(o).**

35 ~~(=)~~ **(3) IC 32-25.5-3-9.**

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

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

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

39 ~~(=)~~ **(7) IC 32-25.5-4.**

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

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

48 (1) describes the purpose for which the meeting is to be held; and

49 (2) is signed by the members requesting the special meeting.

50 (b) If a board does not send out a notice of the date, time, and place

1 for a special meeting not more than thirty (30) days after the date the
 2 board receives a valid written demand for the special meeting under
 3 subsection (a), a member of the homeowners association who signed
 4 the written demand may:

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

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

10 **(1) notifies homeowners association members of the right to**
 11 **demand a special meeting of the members under this section;**
 12 **and**

13 **(2) states the number of members required to demand a**
 14 **special meeting, as determined under subsection (a);**

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

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

20 (b) The annual budget must reflect:

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

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

26 (1) a:

27 (A) copy of the proposed annual budget; or

28 (B) written notice that a copy of the proposed annual budget
 29 is available upon request at no charge to the member; and

30 (2) a written notice of the amount of any increase or decrease in
 31 a regular annual assessment paid by the members that would
 32 occur if the proposed annual budget is approved;

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

34 (d) Subject to subsection (f) and section 3.1 of this chapter, a
 35 homeowners association budget must be approved at a meeting of the
 36 homeowners association members by a majority of the members of the
 37 homeowners association in attendance at a meeting called and
 38 conducted in accordance with the requirements of the homeowners
 39 association's governing documents.

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

43 (1) in person;

44 (2) by proxy; or

45 **(3) by remote or virtual means in accordance with the**
 46 **procedures set forth in IC 23-17-10-1(d) through**
 47 **IC 23-17-10-1(f); or**

48 ~~(3)~~ **(4) by any other means allowed under:**

49 (A) state law; or

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

51 (f) Except as provided in sections 3.1, 3.2, and 3.3 of this chapter,

1 if the number of members of the homeowners association in attendance
 2 at a meeting held under subsection (d) does not constitute a quorum as
 3 defined in the governing documents of the homeowners association, the
 4 board may adopt an annual budget for the homeowners association for
 5 the ensuing year in an amount that does not exceed one hundred
 6 percent (100%) of the amount of the last approved homeowners
 7 association annual budget.

8 (g) Subject to subsection (k):

9 (1) the financial records, including all contracts, invoices, bills,
 10 receipts, and bank records, of a homeowners association must be
 11 available for inspection by each member of the homeowners
 12 association upon written request; and

13 (2) the minutes of meetings of the homeowners association board,
 14 including the annual meeting, must be available to a member of
 15 the homeowners association for inspection upon the homeowners
 16 association member's request, which may be submitted:

17 (A) in person;

18 (B) in writing; or

19 (C) by electronic mail **or other electronic means.**

20 In addition to the right to inspect the meeting minutes of the
 21 homeowners association board, a member of a homeowners
 22 association has the right to attend any meeting of the homeowners
 23 association board, including an annual meeting of the board. **For**
 24 **each meeting of the homeowners association board, the board**
 25 **must provide at least four (4) days advance written notice of**
 26 **the meeting to members of the homeowners association. The**
 27 **meeting notice must include an agenda for the meeting. The**
 28 **meeting notice for the annual meeting of the board must also**
 29 **include a statement of the right of homeowners association**
 30 **members to demand a special meeting of the members under**
 31 **section 2 of this chapter, including a statement of the number**
 32 **of members required to demand a special meeting, as**
 33 **determined under section 2(a) of this chapter. The board may**
 34 **provide a written meeting notice required under this**
 35 **subsection by hand delivery, United States mail, or electronic**
 36 **mail or other electronic means.** However, the board of directors
 37 may meet in private to discuss delinquent assessments. The board
 38 of directors may also meet in private with legal counsel to discuss
 39 the initiation of litigation or to discuss litigation that either is
 40 pending or has been threatened specifically in writing. As used in
 41 this subsection, "litigation" includes any judicial action or
 42 administrative law proceeding under state or federal law.

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

50 (h) Subject to subsections (j) and (k), if there is a dispute between
 51 a homeowner and a homeowners association, the officers of the

1 homeowners association must make all communications concerning the
2 dispute available to the homeowner.

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

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

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

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

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

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

20 available to the owner of a lot or home.

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

23 (1) Unexecuted contracts.

24 (2) Records regarding contract negotiations.

25 (3) Information regarding an individual member's association
26 account to a person who is not a named party on the account.

27 (4) Any information that is prohibited from release under state or
28 federal law.

29 (5) Any records that were created more than two (2) years before
30 the request.

31 (6) Information that:

32 (A) is provided by a member of the homeowners association
33 about another member of the homeowners association; and

34 (B) concerns suspected criminal activity involving the other
35 member.

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

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

1 (1) abrogates or eliminates provisions in homeowners association
 2 agreements that permit or require additional disclosure or
 3 inspection rights not required by this chapter; or

4 (2) prevents a homeowners association from agreeing to make
 5 disclosures or to provide inspection rights not required by this
 6 chapter.

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

9 (n) Notwithstanding any other law, a homeowners association, an
 10 agent of a homeowners association, or a homeowners association
 11 management company may not charge a homeowner a fee associated
 12 with any ~~service~~ **services that are included in the homeowner's**
 13 **association assessment and** provided by the homeowners association,
 14 ~~other than agent of the homeowners association, or homeowners~~
 15 **association management company, including services related to:**

16 (1) waste management for common areas;

17 (2) maintenance of common areas;

18 (3) landscaping of common areas;

19 (4) maintenance of common amenities;

20 (5) security for the subdivision; or

21 (6) administrative duties.

22 **This subsection does not prohibit a homeowners association, an**
 23 **agent of a homeowners association, or a homeowners association**
 24 **management company from charging a homeowner a fee for any**
 25 **optional service that is offered to a homeowner in connection with**
 26 **the homeowner's individual lot, parcel, tract, unit, or interest in the**
 27 **subdivision and that the homeowner opts to receive from the**
 28 **homeowners association, agent of the homeowners association, or**
 29 **homeowners association management company. However, any**
 30 **service that is included in a homeowners association assessment**
 31 **may not be reclassified as an optional service and charged as a**
 32 **separate fee unless such reclassification is approved by a majority**
 33 **of the members of the homeowners association in attendance at a**
 34 **meeting (as determined under subsection (e)) called and conducted**
 35 **in accordance with the requirements of the homeowners**
 36 **association's governing documents. A schedule of any optional**
 37 **services offered by the homeowners association, an agent of the**
 38 **homeowners association, or a homeowners association**
 39 **management company must be approved by the board and**
 40 **distributed to members of the homeowners association on at least**
 41 **an annual basis and whenever there is a change in the fees for any**
 42 **of the offered services. The amount of any unpaid fee for an**
 43 **optional service provided to a homeowner under this subsection**
 44 **does not constitute a lien against the homeowner's property. This**
 45 **subsection does not abrogate or limit the authority of a**
 46 **homeowners association to charge or collect the homeowners**
 47 **association dues assessments or fines expressly identified in the**
 48 **homeowners association's governing documents. This subsection does**
 49 **not affect the ability of a homeowners association, an agent of a**
 50 **homeowners association, or a homeowners association**
 51 **management company to take debt collection efforts for dues**

1 assessments, fees for optional services, or fines allowable under the
2 homeowners association's governing documents.

3 **(o) Notwithstanding any other law, a homeowners association,**
4 **an agent of a homeowners association, or a homeowners**
5 **association management company may not charge a homeowner a**
6 **fee associated with the production of a statement of account setting**
7 **forth the amount of any unpaid assessments or other charges due**
8 **and owing from the homeowner. An account statement must be**
9 **maintained by the homeowners association or its agent, and must**
10 **be provided to a homeowner upon request.**

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

16 (1) The declarant's consent to an amendment may be required if:

17 (A) the declarant owns one (1) or more units within the
18 subdivision; and

19 (B) not more than seven (7) years have passed since the
20 original governing documents were first recorded.

21 (2) The consent of the owners to the amendment has been
22 obtained as evidenced by either of the following:

23 (A) The vote of the owners at a meeting duly called for the
24 purpose of considering the amendment, **including a special**
25 **meeting called upon the demand of members of the**
26 **homeowners association under section 2 of this chapter.**

27 (B) A written instrument signed by the owners.

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

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

43 ~~(4) Notwithstanding subdivisions (1) through (3); the governing~~
44 ~~documents may require the approval of at least ninety-five percent~~
45 ~~(95%) of the owners to convey common areas or to dissolve the~~
46 ~~plan of governance for the homeowners association.~~

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

50 SECTION 6. IC 32-25.5-3-12 IS ADDED TO THE INDIANA
51 CODE AS A **NEW** SECTION TO READ AS FOLLOWS

1 [EFFECTIVE JULY 1, 2026]: **Sec. 12. (a) A homeowners association**
 2 **may assess a fine for a member's violation of a covenant described**
 3 **in IC 32-25.5-2-3(2) if the board first adopts a schedule of fines that**
 4 **sets forth:**

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

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

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

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

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

- 32 (1) the amendment or repeal, including the amended schedule
 33 of fines in the case of an amendment; and
 34 (2) any meeting held to adopt the amendment or repeal;

35 is given to members in accordance with the homeowners
 36 association's governing documents.

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

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

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

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

- 49 (1) the violation for which the fine will be assessed;
 50 (2) the amount of the fine;
 51 (3) the date on which the fine will be assessed; and

- 1 **(4) if the fine will be assessed on an ongoing or recurring**
- 2 **basis:**
- 3 **(A) for a defined period or a specified number of days; or**
- 4 **(B) until the violation is cured or another contingency**
- 5 **occurs;**
- 6 **a statement of that fact, along with a description of how the**
- 7 **fine will be calculated and assessed.**
- 8 **(g) If a member is assessed a fine under this section, the amount**
- 9 **of the fine that has accrued must be available to the member upon**
- 10 **the member's request, which may be submitted:**
- 11 **(1) in person;**
- 12 **(2) in writing; or**
- 13 **(3) by electronic mail or other electronic means.**
- 14 **(h) The assessment of a fine by a homeowners association under**
- 15 **this section does not operate as a waiver of the homeowners**
- 16 **association's rights to pursue alternative remedies provided for in**
- 17 **the homeowners association's governing documents, including any**
- 18 **right to injunctive relief or to pursue a claim for damages.**

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

- 23 (1) A claim by the homeowners association for assessments or
- 24 dues and any action by the association to collect assessments or
- 25 dues. **This subdivision does not include a claim that involves**
- 26 **the assessment or enforcement of a fine under IC 32-25.5-3-12**
- 27 **by a homeowners association for a member's violation of a**
- 28 **covenant of the homeowners association.**
- 29 (2) An action by a party to obtain a temporary restraining order or
- 30 equivalent emergency equitable relief:
- 31 (A) to maintain the status quo and preserve the party's ability
- 32 to enforce the governing documents; or
- 33 (B) when an emergency condition exists that jeopardizes the
- 34 health or safety of any of the residents within the community
- 35 governed by the homeowners association.
- 36 (3) A suit to which an applicable statute of limitations would
- 37 expire within the notice period. This subdivision does not apply
- 38 if a party against which the claim is made agrees to toll the statute
- 39 of limitations as to the claim for the period reasonably necessary
- 40 to comply with this chapter.
- 41 (4) A dispute that is subject to mediation, arbitration, or other
- 42 alternate dispute resolution under applicable law, contract,
- 43 warranty agreement, or other instrument.
- 44 (5) A claim that is substantively identical to a claim:
- 45 (A) that was previously addressed by the parties; or
- 46 (B) that was resolved by a judicial determination in favor of
- 47 one (1) of the parties.

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

- 1 information:
 - 2 (1) The nature of the claim, including the date, time, location,
 - 3 persons involved, and the respondent's role in the claim.
 - 4 (2) The basis of the claim, including the provision of the
 - 5 governing documents or other authority out of which the claim
 - 6 arises.
 - 7 (3) What the claimant wants the respondent to do or not to do to
 - 8 resolve the claim.
 - 9 (4) That the respondent has a right to meet with the claimant, if
 - 10 the respondent makes a written request for a meeting **not later**
 - 11 **than ten (10) business days after the date of the notice.**
 - 12 (5) The name and address of the person ~~from~~ whom the
 - 13 respondent must **contact to:**
 - 14 (A) request a meeting under subdivision (4); **or**
 - 15 (B) **provide notice that the violation on which the claim is**
 - 16 **based has been cured.**
- (Reference is to EHB 1115 as reprinted February 24, 2026.)

Conference Committee Report
on
Engrossed House Bill 1115

Signed by:

Representative Olthoff
Chairperson

Senator Deery

Representative Andrade

Senator Randolph Lonnie M

House Conferees

Senate Conferees