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HOUSE BILL No. 1115

Proposed Changes to introduced printing by AM111501

DIGEST OF PROPOSED AMENDMENT

Quorum and fees. Removes provisions concerning quorums, court costs, and attorney's fees.

A BILL FOR AN ACT to amend the Indiana Code concerning property.

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

- 1 SECTION 1. IC 32-25.5-3-2, AS AMENDED BY P.L.1-2010,
2 SECTION 128, IS AMENDED TO READ AS FOLLOWS
3 [EFFECTIVE JULY 1, 2026]: Sec. 2. (a) In addition to any other
4 meeting held by a board, a board shall hold a special meeting of the
5 members of a homeowners association if at least ten percent (10%) of
6 the members of the homeowners association submit to the board at
7 least one (1) written demand for the special meeting that:
8 (1) describes the purpose for which the meeting is to be held;
9 and
10 (2) is signed by the members requesting the special meeting.
11 (b) If a board does not send out a notice of the date, time, and
12 place for a special meeting not more than thirty (30) days after the date
13 the board receives a valid written demand for the special meeting under
14 subsection (a), a member of the homeowners association who signed the
15 written demand may:
16 (1) set the date, time, and place for the special meeting; and
17 (2) send out the notice for the special meeting to the other
18 members.
19 (c) **In the meeting notice of the board's annual meeting, the**
20 **board shall include a written statement that:**
21 (1) **notifies homeowners association members of the right to**

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1 demand a special meeting of the members under this section;
2 and

3 (2) states the number of members required to demand a
4 special meeting, as determined under subsection (a);
5 in accordance with section 3(g) of this chapter.

6 SECTION 2. IC 32-25.5-3-3, AS AMENDED BY P.L.164-2016,
7 SECTION 5, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
8 JULY 1, 2026]: Sec. 3. (a) A homeowners association shall prepare an
9 annual budget.

10 (b) The annual budget must reflect:

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

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

16 (1) a:

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

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

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

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

24 (d) Subject to subsection (f), a homeowners association budget
25 must be approved at a meeting of the homeowners association
26 members by a majority of the members of the homeowners association
27 in attendance at a meeting called and conducted in accordance with the
28 requirements of the homeowners association's governing documents.

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

32 (1) in person;

33 (2) by proxy; or

34 (3) by remote or virtual means in accordance with the
35 procedures set forth in IC 23-17-10-1(d) through
36 IC 23-17-10-1(f); or

37 (3) (4) by any other means allowed under:

38 (A) state law; or

39 (B) the governing documents of the homeowners
40 association.

41 (f) ~~Subject to subsection (n), if~~ if the number of members of
42 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. However, the board may adopt an annual budget for the homeowners association for the ensuing year in an amount that does not exceed one hundred ten percent (110%) of the amount of the last approved homeowners association annual budget if the governing documents of the homeowners association allow the board to adopt an annual budget under this subsection for the ensuing year in an amount that does not exceed one hundred ten percent (110%) 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,**



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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 charge a reasonable 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



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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 for the first hour required to search for a record in response to a written request submitted under this chapter. A homeowners association may charge a search fee for any time that exceeds one (1) hour. The following provisions apply if a homeowners association charges a search fee:

(1) The homeowners association shall charge an hourly fee that does not exceed thirty-five dollars (\$35) per hour.

(2) The homeowners association may charge the fee only for time that the person making the search actually spends in searching for the record.

(3) The homeowners association shall prorate the fee to reflect



any search time of less than one (1) hour.

(4) The total amount of the fee charged by the homeowners association for a search may not exceed two hundred dollars (\$200).

~~← (n) The governing documents of a homeowners association may not require the attendance:~~

~~— (1) in person;~~

~~— (2) by proxy;~~

~~— (3) by remote or virtual means; or~~

~~— (4) by any other means allowed under:~~

~~— (A) state law; or~~

~~— (B) the governing documents of the homeowners association;~~

~~of more than twenty-five percent (25%) of the members at a meeting to constitute a quorum. A homeowners association or the board may not enforce a provision of the governing documents that conflicts with this subsection.~~

> SECTION 3. 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); and

(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.

(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 (1) in person;
 2 (2) in writing; or
 3 (3) by electronic mail or other electronic means.
- 4 (d) The board may, from time to time, amend or repeal a
 5 schedule of fines adopted under this section if notice of:
 6 (1) the amendment or repeal, including the amended
 7 schedule of fines in the case of an amendment; and
 8 (2) any meeting held to adopt the amendment or repeal;
 9 is given to members in accordance with the homeowners
 10 association's governing documents.
- 11 (e) Members may submit to the board under section 2 of this
 12 chapter a written demand for a special meeting of the members of
 13 the homeowners association for the purpose of voting to amend a
 14 schedule of fines adopted under this section. An amended schedule
 15 of fines shall be:
 16 (1) adopted as proposed; or
 17 (2) revised and adopted;
 18 if so approved by a majority of members present at the meeting.
- 19 (f) After a schedule of fines has been adopted under this
 20 section, the board may assess a member a fine for a violation
 21 included in the schedule of fines under subsection (a)(1) if the
 22 board first provides notice to the member of:
 23 (1) the violation for which the fine will be assessed;
 24 (2) the amount of the fine;
 25 (3) the date on which the fine will be assessed; and
 26 (4) if the fine will be assessed on an ongoing or recurring
 27 basis:
 28 (A) for a defined period or a specified number of days;
 29 or
 30 (B) until the violation is cured or another contingency
 31 occurs;
 32 a statement of that fact, along with a description of how the
 33 fine will be calculated and assessed.
- 34 (g) If a member is assessed a fine under this section, the
 35 amount of the fine that has accrued must be available to the
 36 member upon the member's request, which may be submitted:
 37 (1) in person;
 38 (2) in writing; or
 39 (3) by electronic mail or other electronic means.
- 40 (h) The assessment of a fine by a homeowners association
 41 under this section does not operate as a waiver of the homeowners
 42 association's rights to pursue alternative remedies provided for in



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1 **the homeowners association's governing documents, including any**
 2 **right to injunctive relief or to pursue a claim for damages.**

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

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

13 (2) An action by a party to obtain a temporary restraining order
 14 or equivalent emergency equitable relief:

15 (A) to maintain the status quo and preserve the party's
 16 ability to enforce the governing documents; or

17 (B) when an emergency condition exists that jeopardizes the
 18 health or safety of any of the residents within the
 19 community governed by the homeowners association.

20 (3) A suit to which an applicable statute of limitations would
 21 expire within the notice period. This subdivision does not apply
 22 if a party against which the claim is made agrees to toll the
 23 statute of limitations as to the claim for the period reasonably
 24 necessary to comply with this chapter.

25 (4) A dispute that is subject to mediation, arbitration, or other
 26 alternate dispute resolution under applicable law, contract,
 27 warranty agreement, or other instrument.

28 (5) A claim that is substantively identical to a claim:

29 (A) that was previously addressed by the parties; or

30 (B) that was resolved by a judicial determination in favor of
 31 one (1) of the parties.

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

37 (1) The nature of the claim, including the date, time, location,
 38 persons involved, and the respondent's role in the claim.

39 (2) The basis of the claim, including the provision of the
 40 governing documents or other authority out of which the claim
 41 arises.

42 (3) What the claimant wants the respondent to do or not to do to



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1 resolve the claim.

2 (4) That the respondent has a right to meet with the claimant, if
3 the respondent makes a written request for a meeting **not later**
4 **than ten (10) business days after the date of the notice.**

5 (5) The name and address of the person ~~from~~ whom the
6 respondent must **contact to:**

7 (A) request a meeting under subdivision (4); or

8 (B) **provide notice that the violation on which the claim**
9 **is based has been cured.**

10 ~~< (6) If the claimant is a homeowners association and the claim~~
11 ~~involves a member's violation of the covenants of the~~
12 ~~homeowners association, a statement that the board may:~~

13 ~~— (A) assess a fine under IC 32-25.5-3-12 for the violation~~
14 ~~or enforce a fine previously assessed under~~
15 ~~IC 32-25.5-3-12 for the violation; and~~

16 ~~— (B) seek to recover from the other party any court costs~~
17 ~~or attorney's fees incurred in connection with the claim~~
18 ~~under this chapter.~~

19 ~~— SECTION 6. IC 32-25.5-5-13, AS ADDED BY P.L.141-2015,~~
20 ~~SECTION 14, IS AMENDED TO READ AS FOLLOWS~~
21 ~~[EFFECTIVE JULY 1, 2026]: Sec. 13. (a) If an impasse is reached~~
22 ~~and:~~

23 ~~— (1) neither party requests mediation or arbitration; or~~

24 ~~— (2) mediation or arbitration does not result in a settlement of~~
25 ~~the claim;~~

26 ~~the claimant may begin legal proceedings.~~

27 ~~— (b) If the claimant is a homeowners association and the claim~~
28 ~~involves a member's violation of the covenants of the homeowners~~
29 ~~association, the board may:~~

30 ~~— (1) assess a fine under IC 32-25.5-3-12 for the violation or~~
31 ~~enforce a fine previously assessed under IC 32-25.5-3-12 for~~
32 ~~the violation; and~~

33 ~~— (2) seek to recover from the other party any court costs or~~
34 ~~attorney's fees incurred in connection with the claim under~~
35 ~~this chapter.~~

36 ~~— SECTION 7. IC 32-25.5-5-16, AS ADDED BY P.L.141-2015,~~
37 ~~SECTION 14, IS AMENDED TO READ AS FOLLOWS~~
38 ~~[EFFECTIVE JULY 1, 2026]: Sec. 16. The board, on behalf of the~~
39 ~~homeowners association, and without the consent of the members~~
40 ~~of the homeowners association, may do any of the following:~~

41 ~~— (1) Negotiate settlements of claims or legal proceedings~~
42 ~~under this chapter.~~



- 1 ~~(2) Execute settlement agreements, waivers, releases of~~
2 ~~claims, or any other documents resulting from application of~~
3 ~~this chapter.~~
4 ~~(3) If a claim under this chapter involves a member's~~
5 ~~violation of the covenants of the homeowners association:~~
6 ~~(A) assess a fine under IC 32-25.5-3-12 for the violation~~
7 ~~or enforce a fine previously assessed under~~
8 ~~IC 32-25.5-3-12 for the violation; and~~
9 ~~(B) seek to recover from the other party any court costs~~
10 ~~or attorney's fees incurred in connection with the~~
11 ~~claim.>~~

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