
HOUSE BILL No. 1115

AM111506 has been incorporated into January 22, 2026 printing.

Synopsis: Homeowners association governance.

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HB 1115—LS 6598/DI 101



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January 22, 2026

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.

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HOUSE BILL No. 1115

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 32-21-5-8.5, AS ADDED BY P.L.141-2015,
- 2 SECTION 1, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
- 3 JULY 1, 2026]: Sec. 8.5. (a) This section applies to all transfers of title
- 4 to property after June 30, 2015.
- 5 (b) The definitions in IC 32-25.5-2 apply in this section.
- 6 (c) As used in this section, "property" refers to real property
- 7 covered by the governing documents of a homeowners association.
- 8 (d) As used in this section, "purchaser" refers to a person who
- 9 purchases property.
- 10 (e) The following must be provided by the seller to a purchaser not
- 11 later than ten (10) days before the sale of the property closes:
- 12 (1) A disclosure that the property is in a community governed by
- 13 a homeowners association.
- 14 (2) A copy of the recorded governing documents.
- 15 (3) A statement indicating whether there are assessments and the
- 16 amount of any assessments.
- 17 (4) The following information about a board member,

HB 1115—LS 6598/DI 101



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1 homeowners association agent, or other person who has a
 2 contract with the homeowners association to provide any
 3 management services for the homeowners association:

4 (A) The name.

5 (B) The business or home address.

6 (f) 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 **not more than two hundred fifty dollars (\$250) a fee** for the
 10 statement.

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

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

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

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

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

29 (1) set the date, time, and place for the special meeting; and

30 (2) send out the notice for the special meeting to the other
 31 members.

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

34 **(1) notifies homeowners association members of the right to**
 35 **demand a special meeting of the members under this section;**
 36 **and**

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

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

40 SECTION 3. IC 32-25.5-3-3, AS AMENDED BY P.L.164-2016,
 41 SECTION 5, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 42 JULY 1, 2026]: Sec. 3. (a) A homeowners association shall prepare an

HB 1115—LS 6598/DI 101



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- 1 annual budget.
- 2 (b) The annual budget must reflect:
- 3 (1) the estimated revenues and expenses for the budget year; and
- 4 (2) the estimated surplus or deficit as of the end of the current
- 5 budget year.
- 6 (c) The homeowners association shall provide each member of the
- 7 homeowners association with:
- 8 (1) a:
- 9 (A) copy of the proposed annual budget; or
- 10 (B) written notice that a copy of the proposed annual budget
- 11 is available upon request at no charge to the member; and
- 12 (2) a written notice of the amount of any increase or decrease in
- 13 a regular annual assessment paid by the members that would
- 14 occur if the proposed annual budget is approved;
- 15 before the homeowners association meeting held under subsection (d).
- 16 (d) Subject to subsection (f), a homeowners association budget
- 17 must be approved at a meeting of the homeowners association
- 18 members by a majority of the members of the homeowners association
- 19 in attendance at a meeting called and conducted in accordance with the
- 20 requirements of the homeowners association's governing documents.
- 21 (e) For purposes of this section, a member of a homeowners
- 22 association is considered to be in attendance at a meeting if the
- 23 member attends:
- 24 (1) in person;
- 25 (2) by proxy; or
- 26 **(3) by remote or virtual means in accordance with the**
- 27 **procedures set forth in IC 23-17-10-1(d) through**
- 28 **IC 23-17-10-1(f); or**
- 29 ~~(3)~~ **(4) by any other means allowed under:**
- 30 (A) state law; or
- 31 (B) the governing documents of the homeowners
- 32 association.
- 33 (f) If the number of members of the homeowners association in
- 34 attendance at a meeting held under subsection (d) does not constitute
- 35 a quorum as defined in the governing documents of the homeowners
- 36 association, the board may adopt an annual budget for the homeowners
- 37 association for the ensuing year in an amount that does not exceed one
- 38 hundred percent (100%) of the amount of the last approved
- 39 homeowners association annual budget. However, the board may adopt
- 40 an annual budget for the homeowners association for the ensuing year
- 41 in an amount that does not exceed one hundred ten percent (110%) of
- 42 the amount of the last approved homeowners association annual budget

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HB 1115—LS 6598/DI 101



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1 if the governing documents of the homeowners association allow the
 2 board to adopt an annual budget under this subsection for the ensuing
 3 year in an amount that does not exceed one hundred ten percent
 4 (110%) of the amount of the last approved homeowners association
 5 annual budget.

6 (g) Subject to subsection (k):

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

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

16 (A) in person;

17 (B) in writing; or

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

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

HB 1115—LS 6598/DI 101



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

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

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

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

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

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

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

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

29 available to the owner of a lot or home.

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

32 (1) Unexecuted contracts.

33 (2) Records regarding contract negotiations.

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

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

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

40 (6) Information that:

41 (A) is provided by a member of the homeowners association

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1 about another member of the homeowners association; and
 2 (B) concerns suspected criminal activity involving the other
 3 member.

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

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

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

25 (m) A homeowners association may not charge a fee for ~~the first~~
 26 ~~hour required~~ to search for a record in response to a written request
 27 submitted under this chapter. ~~A homeowners association may charge~~
 28 ~~a search fee for any time that exceeds one (1) hour. The following~~
 29 ~~provisions apply if a homeowners association charges a search fee:~~

- 30 (1) ~~The homeowners association shall charge an hourly fee that~~
 31 ~~does not exceed thirty-five dollars (\$35) per hour.~~
 32 (2) ~~The homeowners association may charge the fee only for~~
 33 ~~time that the person making the search actually spends in~~
 34 ~~searching for the record.~~
 35 (3) ~~The homeowners association shall prorate the fee to reflect~~
 36 ~~any search time of less than one (1) hour.~~
 37 (4) ~~The total amount of the fee charged by the homeowners~~
 38 ~~association for a search may not exceed two hundred dollars~~
 39 ~~(\$200).~~

40 SECTION 4. IC 32-25.5-3-12 IS ADDED TO THE INDIANA
 41 CODE AS A NEW SECTION TO READ AS FOLLOWS

HB 1115—LS 6598/DI 101



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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); and
 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;
 11 or
 12 (B) until the violation is cured or another contingency
 13 occurs;

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

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

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

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

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

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

32 is given to members in accordance with the homeowners
 33 association's governing documents.

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

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

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

42 (f) After a schedule of fines has been adopted under this

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HB 1115—LS 6598/DI 101



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1 section, the board may assess a member a fine for a violation
 2 included in the schedule of fines under subsection (a)(1) if the
 3 board first provides notice to the member of:

- 4 (1) the violation for which the fine will be assessed;
 5 (2) the amount of the fine;
 6 (3) the date on which the fine will be assessed; and
 7 (4) if the fine will be assessed on an ongoing or recurring
 8 basis:

- 9 (A) for a defined period or a specified number of days;
 10 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.

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

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

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

26 (i) Notwithstanding any other law, a homeowners association,
 27 an agent of a homeowners association, or a homeowners
 28 association management company may not charge a homeowner a
 29 fee associated with any service provided by the homeowners
 30 association, other than the homeowners association dues or fines
 31 expressly identified in the homeowners association's governing
 32 documents or adopted in a schedule of fines. This subsection does
 33 not affect the ability of a homeowners association to take debt
 34 collection efforts for dues or fines allowable under the homeowners
 35 association's governing documents.

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

- 40 (1) A claim by the homeowners association for assessments or
 41 dues and any action by the association to collect assessments or
 42 dues. **This subdivision does not include a claim that involves**

HB 1115—LS 6598/DI 101



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- 1 **the assessment or enforcement of a fine under**
- 2 **IC 32-25.5-3-12 by a homeowners association for a member's**
- 3 **violation of a covenant of the homeowners association.**
- 4 (2) An action by a party to obtain a temporary restraining order
- 5 or equivalent emergency equitable relief:
- 6 (A) to maintain the status quo and preserve the party's
- 7 ability to enforce the governing documents; or
- 8 (B) when an emergency condition exists that jeopardizes the
- 9 health or safety of any of the residents within the
- 10 community governed by the homeowners association.
- 11 (3) A suit to which an applicable statute of limitations would
- 12 expire within the notice period. This subdivision does not apply
- 13 if a party against which the claim is made agrees to toll the
- 14 statute of limitations as to the claim for the period reasonably
- 15 necessary to comply with this chapter.
- 16 (4) A dispute that is subject to mediation, arbitration, or other
- 17 alternate dispute resolution under applicable law, contract,
- 18 warranty agreement, or other instrument.
- 19 (5) A claim that is substantively identical to a claim:
- 20 (A) that was previously addressed by the parties; or
- 21 (B) that was resolved by a judicial determination in favor of
- 22 one (1) of the parties.
- 23 SECTION 6. IC 32-25.5-5-10, AS ADDED BY P.L.141-2015,
- 24 SECTION 14, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
- 25 JULY 1, 2026]: Sec. 10. A claimant must provide notice of the claim
- 26 to the respondent, stating plainly and concisely the following
- 27 information:
- 28 (1) The nature of the claim, including the date, time, location,
- 29 persons involved, and the respondent's role in the claim.
- 30 (2) The basis of the claim, including the provision of the
- 31 governing documents or other authority out of which the claim
- 32 arises.
- 33 (3) What the claimant wants the respondent to do or not to do to
- 34 resolve the claim.
- 35 (4) That the respondent has a right to meet with the claimant, if
- 36 the respondent makes a written request for a meeting **not later**
- 37 **than ten (10) business days after the date of the notice.**
- 38 (5) The name and address of the person ~~from~~ whom the
- 39 respondent must **contact to:**
- 40 (A) request a meeting under subdivision (4); **or**
- 41 (B) **provide notice that the violation on which the claim**
- 42 **is based has been cured.**

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HB 1115—LS 6598/DI 101



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