

Metea Valley

Schedule of Fines for Covenant Violations

Adopted pursuant to Ind. Code 32-25.5-3-12, effective July 1, 2026

Authority and Purpose

This Schedule of Fines is adopted by the Board of Directors of Metea Valley Community Association, Inc. (the "Association") under the recorded covenants, restrictions, bylaws, rules, regulations, and amendments applicable to Metea Valley (collectively, the "Governing Documents").

This policy establishes a consistent and reasonable enforcement process for any violation of the Governing Documents.

Under Ind. Code 32-25.5-3-12, the Association may assess a fine for a covenant violation only after the Board adopts a schedule identifying the violation, fine amount, any recurring calculation, and the maximum aggregate fine for a single violation. Before any fine is assessed, the Owner will receive the notice required by law.

Correction period: Unless a different period is required by the Governing Documents, applicable law, or the nature of the violation, each written notice will provide 15 days to cure. The Board may allow a longer period when reasonably necessary.

Covered Covenant Violations

Covered Violations	Authority	Application
Any Covenant Violation	The applicable provision of the Governing Documents	Any act, omission, use, or condition that violates the Governing Documents. The specific violation and controlling provision will be stated in the written notice.

This Schedule applies generally to any act, omission, condition, or use that violates the Governing Documents. A violation notice will identify the specific provision at issue; this Schedule does not expand, replace, or limit the requirements of the Governing Documents.

A notice will identify the observed violation, the applicable provision of the Governing Documents, the correction deadline, and any documentation or inspection needed to confirm compliance. A violation is cured when the violation has been corrected and compliance has been verified by the Association.

Violation	Notice and Opportunity to Cure	Fine and Recurring Calculation	Maximum Aggregate Fine
Any violation of the Governing Documents	First written notice: 15 days to cure. If not cured, a second written notice provides an additional 15 days to cure, unless the notice states a different reasonable deadline.	A third written notice for the same uncured violation, or the third notice for the same or substantially similar violation within a rolling 12-month period, carries a \$50 fine. If the violation continues, an additional \$50 may be assessed after each additional 15-day period until the violation is cured. Each fine will be imposed only after the notice and any other process required by Indiana law and the Governing Documents.	\$1,000 for a single violation

Notice Before Assessment

Before a fine is assessed, the Association will provide written notice stating: (a) the violation; (b) the fine amount; (c) the date the fine will be assessed; and (d) when a fine will recur, the recurring period, calculation, and condition that will end the recurring fine.

Deadlines and Written Compliance Plans

An Owner who cannot cure a violation by the stated deadline due to documented circumstances may submit a written compliance plan before the deadline. The plan should identify the corrective action, the responsible party, and the expected completion date. Any extension or alternative compliance schedule is effective only if approved in writing by the Board.

Separate and Recurring Conditions

Each distinct condition or act may be treated as a separate violation. A violation that is cured and later recurs may be treated as a new occurrence. Notices for the same or substantially similar violation may be counted within a rolling 12-month period for purposes of the fine schedule.

Additional Enforcement Remedies

Fines are cumulative with, and do not replace, other remedies available to the Association under the governing documents or Indiana law. If a violation remains unresolved, the Board may take one or more of the following actions, as permitted by the applicable covenants and law:

Association-performed work. After approval through the process required by the covenants, the Association may perform necessary maintenance, alteration, or repair work and seek reimbursement from the Owner.

Assessment and lien for reimbursement costs. Under Article V, Section 9, Association expenses actually incurred for approved maintenance or repairs may be assessed and collected as provided in Article IV, may become a lien on the Lot, and may be pursued through the available collection remedies.

Legal or equitable action. The Association may seek injunctive relief, damages, collection, or other relief available under the governing documents and Indiana law.

Attorney fees and costs. When the Association is successful in an enforcement proceeding, it may recover attorney fees and related costs and expenses as provided in Article V, Section 40.

Final escalation: Continued noncompliance, failure to reimburse the Association, or failure to pay other amounts that are legally collectible may result in a lien to the extent authorized by the governing documents and Indiana law, and may result in legal action. Reaching the maximum fine does not require the Association to stop pursuing other lawful remedies.

Administration

The Board may exercise reasonable discretion in determining whether a violation exists, whether a condition has been cured, and which lawful remedy is appropriate. The Board may amend or repeal this Schedule after providing the notice required by the governing documents and Indiana law. This Schedule will be available to members for inspection upon request.

If any provision of this Schedule conflicts with the recorded governing documents or applicable law, the governing documents and applicable law control. The remaining provisions will continue in effect.