

FOXMOOR HOMEOWNERS' ASSOCIATION, INC.
VIOLATION & VIOLATION ASSESSMENT POLICY

The following Violation & Violation Assessment Policy has been drafted in accordance with the Declaration of Covenants, Conditions and Restrictions for Foxmoor("Declaration").

As set forth in the Declaration, the Board of Directors has a responsibility to the Association to enforce the covenants set forth in the Declaration, By-Laws, and rules and regulations.

As set forth in Article XII, Section 12.1 of the Declaration, a violation or threatened violation of any of the covenants, conditions or restrictions enumerated in the Declaration or in any subdivision plat of all or any part of the Real Estate now or hereafter recorded in the office of the Recorder of Johnson County, Indiana, shall be grounds for an action by Developer, the Association, t any Owner, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. Available relief in any such action shall include: recovery of damages or other sums due for such violation; injunctive relief against any such violation or threatened violation; declaratory relief and the recovery of costs and reasonable attorneys' fees incurred by any party successfully enforcing such covenants and restrictions; provided, however, that neither Developer nor the Association nor the Committee shall be liable for damages of any kind to any person for failing to enforce or carry out such Standards.

As set forth in Indiana Code § 32-25.5-3-12, 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 the 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.

Notice: The Board of Directors must issue a Notice of Violation to an Owner, which shall include the following:

- (1) the nature of the alleged violation for which the Violation Assessment will be assessed;
- (2) the provision of the governing documents that is being violated;
- (3) the amount of the Violation Assessment and the date on which it will be assessed to the Owner;

(4) Board determined timeframe to comply with the Declaration and resolve the violation without imposition of the Violation Assessment; and

(5) the required action to cure the violation.

If the Violation Assessment will be imposed on a recurring or ongoing basis for a defined period of time or until the violation is cured, a statement must be included to that fact along with a description of how the Violation Assessment will be calculated and assessed.

The imposition of a Violation Assessment does not operate as a waiver of the Association's right to pursue alternative remedies that are provided for in the Declaration and By-Laws, including, but not limited to rights to injunctive relief or claims for damages.

Foxmoor Homeowners' Association, Inc

Schedule of Violation

Assessments

Violation	Declaration Section	Assessment Amount	Maximum Aggregate
Failure to keep the grass on the Lot properly cut	Article IX, Section 9.1	\$10 a day	\$600
Failure to keep Lot free of weeds and trash and otherwise neat and attractive in appearance I.e. bush trimming, exterior in need of painting, oil stains, grass mowing, etc.	Article IX, Section 9.1	\$10 a day	\$600
Failure to get approval for mailbox from the Committee	Article IX, Section 9.2 (iii)	\$10 a day	\$600
Failure to have Committee approval for any improvements constructed or placed on Lot	Article VI, Section 6.2(i)	\$10 a day	\$600

*Owners shall also be responsible for any legal fees incurred by the Association arising from their default under Association governing documents.

Repeat Offense or Failure to comply within 10 business days

For all above listed Violation Assessments, if an Owner either continues to repeat the violation or the violation has not been rectified within 10 business days, the Violation Assessment amounts listed above be re-assessed. The Board of Directors may issue an additional Violation Assessment every ten (10) business days thereafter until the Owner complies with the Association's governing document, or until the owner reaches a maximum total of \$600.00 per violation, whichever occurs first.

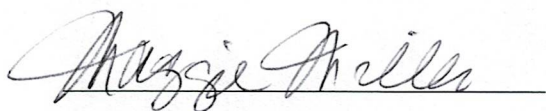
Notwithstanding the foregoing, the Board of Directors reserves the right to seek injunctive relief at any time regardless of the presence or absence of notices hereunder, for any violation that the Board determines in its sole discretion constitutes a material danger to persons or property or requires immediate action for any other substantial reason. The Board of Directors may take any action permitted by law or the Declaration in addition to this Policy.

All fines and assessments levied pursuant to this resolution shall be treated as an Assessment, subject to the same remedies for collection as described in the Declaration, including, but not limited to, recording of a lien against the Owner's Lot and foreclosure of such lien. The Association may recover from the offending Owner all costs incurred in enforcing this Fine Policy and collecting any fines assessed, including, but not limited to, expenses, court costs and attorneys' fees.

The below officers certify that the foregoing was approved by the Board of Directors at a duly called and held meeting of the Board.

IN WITNESS WHEREOF, we, the undersigned, hereby execute this fine policy and certify the truth of the facts herein stated, this 16th day of September, 2026.

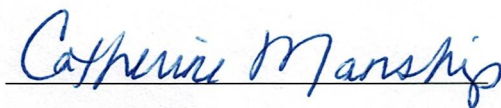
Foxmoor Homeowners Association, Inc.



Signature of President

MAGGIE MILLER

Printed Name



Signature of Secretary

Catherine Manship

Printed Name