VALUE BUILT HOMES

POULTON PLACE

Homeowner's Guide to the Covenants

What to know before you buy a lot and build • Boonville, Indiana

Welcome to Poulton Place. Like most planned neighborhoods, it has a set of recorded covenants that keep the community attractive and protect everyone's investment. This guide puts the essentials up front, then fills in the detail by topic. The recorded covenants remain the official document (see the note at the end).

At a Glance

APPROVAL FIRST
Plans, materials, and your builder must be approved in writing by the Architectural Control Committee before anything is built.

HOME SIZE
At least **1,100 sq ft** of finished living area, with an attached garage for at least one car.

BUILD TIMELINE
Finish your home within **1 year** of starting. Other structures within **3 months**.

SIDEWALKS REQUIRED
You install a **public sidewalk** across your full lot frontage, plus a walk to your front door.

YOUR COSTS
Annual HOA dues, a share of **detention basin** upkeep, and a share of the **CenterPoint** service extension.

PARKING MATTERS
RVs, boats, campers, trailers, and ATVs **cannot be parked on your lot**, driveway, or street. Read section 3.

1. Building Your Home

- **Single-family homes only:** One single-family home per lot, up to two and a half stories, with an attached garage that holds at least one car. Lots cannot be split, and a home cannot be built on a partial lot unless it is combined with an adjoining full lot.
- **Get plans approved first:** Before you build anything (home, fence, wall, deck, pool, shed, or satellite dish) your site plan, construction plans, and specifications must be approved in writing by the Architectural Control Committee. Your contractor must also be approved in writing. If the Committee does not respond within **45 days**, your plans are treated as approved.
- **Minimum home size: 1,100 sq ft** of finished living area. Basements, garages, covered porches, patios, and any detached structure do not count toward it.
- **Exterior materials:** Brick, stone, cultured stone, stone veneer, stucco, vinyl, aluminum, concrete composite, wood or wood products, Hardie cement siding, LP SmartSide, or a combination. The Committee may approve other materials, or require a set portion of masonry.
- **Roof and garage:** The front roof pitch must be at least **4:12**. Garage doors may be no more than **9 feet** tall.

- **Setbacks:** Follow the setback lines on the recorded plat. Where the plat does not show one, nothing may sit closer than **5 feet** to a side property line.
- **Timeline:** Finish your home within **one year** of starting. Any other approved structure must be finished within **three months** of starting, and cannot be started before the house is underway.
- **During construction:** Keep equipment, vehicles, and materials on your own lot. If work disturbs a neighbouring lot, you are responsible for erosion control and for restoring it at your expense.
- **Keep the site clean:** Indiana requires erosion control during construction, including keeping soil off the streets. This is the lot owner's responsibility, not the developer's.

2. Your Yard and Outdoors

- **Grade and seed:** Within **60 days** of your home being substantially complete, grade and seed the lot. The developer may allow more time for weather.
- **Sidewalks and driveway:** You install a concrete walk from the driveway to your front door, and a concrete **public sidewalk across the entire front of your lot**, at the same time the driveway goes in and no later than 60 days after the home is substantially complete. Driveways must be concrete. Budget for both.
- **Lawn upkeep:** Establish good turf and keep grass under **5 inches**. This applies from the day you buy, even before you build. If the lot is not maintained, the developer or the association can mow it and bill you, and unpaid amounts can become a lien.
- **Fences:** Ornamental only: attractive wood, masonry, ornamental aluminum, vinyl, and similar. **No picket, chain link, or woven wire.** Between **3½ and 6 feet** tall, with the finished side facing out. No fence in front of the home, and none inside an easement or landscape buffer.
- **Pools:** In-ground and above-ground pools both need Committee approval. Pool equipment goes in the rear yard, and the pool and equipment must be screened by a **6-foot fence** and not visible from the street.
- **Accessory structures: One** per lot, with approval. If it is for storage it may be no more than **200 sq ft**, with walls no taller than 8 feet, and it must match the materials and colours of your home. Construction cannot begin before the house does.
- **Play equipment:** Playhouses, swing sets, and activity sets go in the rear yard, behind setbacks and outside easements. Portable basketball and sports goals stay in the rear yard. A permanent basketball goal may be installed if it is set in the ground outside easements and behind setbacks. Goals may not be attached to the house.
- **Drainage:** You maintain the drainage swales and easements on your lot and keep them clear, so water flows as designed. Downspouts must never connect to the sanitary sewer. Anything blocking an easement can be removed at your cost.
- **No clotheslines** outdoors.

3. Parking and Vehicles

This is the rule most likely to affect day-to-day life, so it is worth reading closely.

- **What you can park:** Passenger vehicles, in your driveway. A passenger vehicle is not over 8 feet tall, not more than 20 feet long, and not on the prohibited list.
- **What you cannot park:** Sprinter vans, vans seating more than ten, any vehicle over 8 feet tall or 20 feet long, two-ton or larger trucks, buses, semis and trailers, tractors, mowers, **boats and trailers, RVs, campers, motorcycles, minibikes, go-carts, golf carts, UTVs, side-by-sides, and ATVs**. These may not be parked in driveways, front yards, side yards, rear yards, streets, alleys, or on vacant lots, at any time.
- **Street parking:** No passenger vehicle may be parked on a regular or permanent basis in the streets, alleys, vacant lots, or public rights-of-way.
- **Riding:** Minibikes, go-carts, and similar vehicles may not be operated on sidewalks, vacant lots, or anywhere else in the neighborhood.

4. Living in the Neighborhood

- **Pets:** Up to **three** household pets. No livestock, poultry, or reptiles, and no breeding or commercial use. Keep pets under control throughout the neighborhood, keep barking from carrying to neighbors, and pick up waste immediately.
- **Trash:** Keep it in sanitary containers stored in the side yard, back yard, or garage, out of view from the street.
- **Signs:** One real estate sign, up to **9 square feet**, in the front yard only. Other signs need permission and may be removed.
- **Antennas and satellite dishes:** Standard small TV antennae and satellite dishes up to **20 inches** are fine. Anything larger needs special circumstances, screening, placement away from the front and sides, and approval.
- **Solar panels:** Allowed only with the developer's **prior written consent**, which may be withheld. If approved, panels go on the rear roof or in the rear yard, must not be visible above the roofline or from the street, and if in the yard must be under 6 feet and hidden by a privacy fence.
- **No wind turbines** or windmills of any kind.
- **Mechanical equipment:** No HVAC or similar equipment on the front of the home. Post yard lights are not required.
- **Mailboxes:** Approved by the developer. Replacements must match the original as closely as possible.
- **Home businesses:** No noxious or offensive trade or activity, and no medical, dental, or similar practice run from the home. Nothing that becomes a nuisance to neighbors.
- **No firearms:** No hunting or discharging firearms, bows, or other weapons anywhere in the neighborhood.
- **Detention basin:** No swimming, wading, docks, or boats. Only owners of lots the basin sits on may use it, and those owners mow and keep clear the part on their lot.

5. Costs and the Homeowners' Association

Owning a lot makes you a member of the Poulton Place Homeowners' Association, with one vote per lot once voting rights begin.

- **Annual dues:** Set each year by the Association's board, the same rate for every lot. The covenants do not fix the amount, so **ask Value Built Homes for the current figure** before you buy.
- **When dues start:** The first day of the month three calendar months after your lot is deeded to you, prorated for a partial year.
- **Detention basin share:** Every owner pays an **equal share** of maintaining, repairing, and replacing the detention basin and its structures, including pipes, inlets, outlets, embankments, erosion and sediment control, and any fountain or aeration system.
- **CenterPoint Energy share:** Owners collectively take on the developer's obligations under a 2023 gas and electric service extension agreement, and each pays a proportionate share. This begins once the streets are accepted for maintenance or the developer no longer owns lots.
- **Special assessments:** The Association may levy these for capital work on common areas. If a year's special assessment is as large as the annual dues, members must approve it.
- **What dues cover:** Common areas, the entrance, signage, landscaping, easements, the detention basin and its water quality, insurance, taxes, and professional fees.
- **If you pay late:** Unpaid assessments accrue interest at **18% per year** (or the maximum Indiana allows, whichever is greater), and can become a lien on your lot, enforceable by foreclosure. Liens are secondary to an existing first mortgage. You cannot avoid dues by not using the common areas.
- **Who runs it:** The developer appoints the board and the Architectural Control Committee, and owners' voting rights begin when the developer decides or once all lots are sold and built on, whichever comes first.

6. Good to Know

- **Accepting your deed:** Buying a lot means agreeing to these covenants, whether or not they appear in your deed.
- **How long they last:** They run with the land for **30 years** from June 2024, then renew automatically in 10-year periods unless owners of at least 75% of the lots record a change. While the developer still owns any part of Poulton Place, changes need its written consent, and it keeps certain rights to amend on its own.
- **Enforcement:** The developer, the Association, the Committee, or any lot owner may enforce the covenants. Whoever violates them pays the legal costs, and those costs can become a lien. If the Association decides not to act on a complaint, an owner may still act at their own expense.
- **Disputes:** While the developer remains a Class B member, its interpretation of the covenants is final and binding.
- **If one part fails:** If a court strikes down any single provision, the rest stay in force.

Please note: This guide summarizes selected highlights of the Poulton Place covenants in plain language and is not a complete or exhaustive list. It is for general information only and is not legal

advice. The full recorded Declaration of Covenants, Conditions and Restrictions for Poulton Place, recorded 13 June 2024 with the Warrick County Recorder as document 2024R-004077, is the official, binding document, and some details depend on your specific lot. Please review the complete covenants and consult your builder or attorney before purchasing a lot or beginning construction.