

**DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS
OF PUMPKIN CREEK CIRCLE**

ARTICLE I

All of Lots through the subdivision named Pumpkin Creek Circle more fully shown on that certain plat prepared by AGE Engineer Services, Inc., Kentucky Registered Land Surveyor No. RLS3118, dated March 24, 2021 and recorded in the Office of the Russell County Clerk in Jamestown, Kentucky, in Covenants of Record for subdivision known as Pumpkin Creek Circle, more precisely shown in the Office of the Russell County Clerk in Jamestown, Kentucky, in Cabinet 4, Slide 1511.

No property other than that described above shall be subject to this Declaration until specifically made subject thereto.

ARTICLE II

In addition to the Requirements of Article II concerning compliance with the Building Standards, compliance with the applicable laws, ordinances and Regulations of Governmental Agencies, the following restrictions apply:

1. **Residential Use**: No Lot shall be used except for residential and recreational purposes.
2. **Combination of Lots and Re-subdivision**: No Lot shall be subdivided to create a smaller area than originally deeded to an Owner and/or as shown on the Plat.
3. **Prohibited Structures**: No manufactured homes, modular homes, single-wide mobile homes, doublewide mobile homes, previously constructed homes, recreational vehicles with facilities or buses situated on any Lot as residence or for storage, either temporarily or permanently.
4. **Water**: No individual wells will be permitted. All Lots Owners will be required to connect to the central water system.
5. **Pumpkin Creek Circle Residences**: Lot Owners may alter a plan only with the approval of the Declarant.
6. **Garage and Storage Buildings**: All buildings shall have at least 50 feet set-back from the main road unless prior written permission from the Declarant is obtained to do otherwise. All buildings will be constructed on site, no prefabricated buildings, and all construction must be completed within nine (9) months after construction begins. All outside walls shall be of hardiboard or metal, unless prior written permission is obtained from the Declarant to use other materials. All out-buildings shall be of the same construction and color of the residence with no more than one (1) out-building per Lot. Pier type foundations may be used for decks and porches. No open type foundations for a dwelling may be used. In addition, and

any out-buildings must be constructed on back portion of the Lot, opposite the location of the road.

7. **Fences**: No above ground fences allowed in the Pumpkin Creek Circle.

8. **Right of Ways**: The right-of-way for all roads as shown on Plat are deemed important to the beauty and substantial development of the Subdivision, and the use and full width of the right-of-way is encouraged to continue the development of a broad and open thoroughfare. Owners are hereby restricted and prohibited from placing within the easement/right-of-way any obstruction to the clear and free moving and other uses, in the same manner as any other public road/right-of-way.

9. **Easements**: Easements for installation and maintenance of utilities and drainage facilities are reserved five (5) feet in width over all side Lot lines. In addition, the property described in Article I, hereof is subject to easements, setbacks and road right-of-way as shown on that certain plat recorded in the Russell County Clerk's Office in Cabinet 4, Slide 1511. Declarant hereby reserves unto itself, its successors and assigns, the right to erect and maintain any utility lines, electric lines or to grant any easements or right-of-way therefore, together with the right of ingress and egress for the purpose of installing and maintaining the same.

10. **Ingress/Egress**: No Lot shall be used for ingress or egress to any properties not part of this development. The developer reserves unto itself the right to use any Lot prior to being sold to a third party for ingress or egress to any other adjoining property.

11. **Animals**: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on any portion of the development, except that dogs, cats, or other common household pets (not to exceed two (2) adult animals) may be kept, but they shall not be bred or kept for commercial purposes. No animals shall be permitted outside boundaries of the Owners Lot unless accompanied by their owner and/or on a leash. The developer or any individual resident, may take appropriate measures to ensure compliance with this provision. No vicious animals shall be allowed to be kept on any property.

12. **Vehicles**: No motorized vehicle or equipment of any nature shall be situated upon this property except in enclosed storage unless such is a vehicle that is currently licensed and maintained in proper condition for lawful operation upon state highways. All vehicles must be parked in garages or driveway areas and may not be parked on grass or yard areas, except when entertaining. No wrecked vehicle or vehicles in anon-functional condition or vehicles without proper registration shall be parked on any Lot or upon any of the Common Areas. No Owner shall permit any vehicle (operable or inoperable) owned by such Owner or by any person occupying his Improvements or by any guest or invitee of such Owner to remain parked on any street within the Development for a period of more than twenty-four (24) consecutive hours. Any vehicle which remains parked on the street in violation of the foregoing covenant, or in violation of any other rules and regulation now or hereafter may be towed at the expense of the owner of such vehicle. Neither the Developer shall be liable to the owner of such vehicle of trespass, conversion, or otherwise, not be guilty of any criminal act by reason of such towing, and neither the removal nor the failure of the owner of such vehicle to receiver any notice so said violation

shall be grounds for relief of any kind. The term "vehicle" as used herein, shall include, without limitation, motorhomes, watercrafts, trailers, motorcycles, scooters, trucks, all-terrain vehicles campers, buses and automobiles.

13. **RV, Boats and Trailers**: All RV, Boats, and Trailers must sit on concrete or gravel on side of house or behind house. They cannot be permanently parked in front of the property.

14. **Garbage and Refuse Storage and Disposal**: All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the property shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waster matter shall be kept in adequate containers constructed of metal, plastic, or masonry materials, with tight fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvement, after which these materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. There is hereby reserved in favor of the Declarant the determination of the method at garbage disposal, that is whether it shall be through public authority or through private garbage disposal service.

15. **Tree Removal**: No cutting and/or removing trees unless they are damaged or will cause damage.

16. **Noise**: No Lot Owners shall cause or allow any use of his/her Lot that results in noise which disturbs the peace and quiet of the Development. This striction includes, without limitation, dogs whose loud and frequent barking, whining or howling disturbs other Lot Owners, exterior music systems or public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lot. No excessive noise will be tolerated within the Developments Common Areas.

17. **Nuisance**: No noxious or offensive activity shall be carried on or permitted upon any Lot or the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other owners. The Declarant or his assigns shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance. No trucks larger than one-ton, no motor vehicles not currently licensed, boats, trailers or other vehicles shall be permitted to be parked on any street, except for short time for such activities as delivery, mowing, or other maintenance. No repair work dismantling or assembling of motor vehicles or machinery, or equipment shall be done on any street, driveway, or other portion of the development. The use or discharge of a firearm.

18. **Burning**: No Lot Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust or gasses as to interfere with the use of

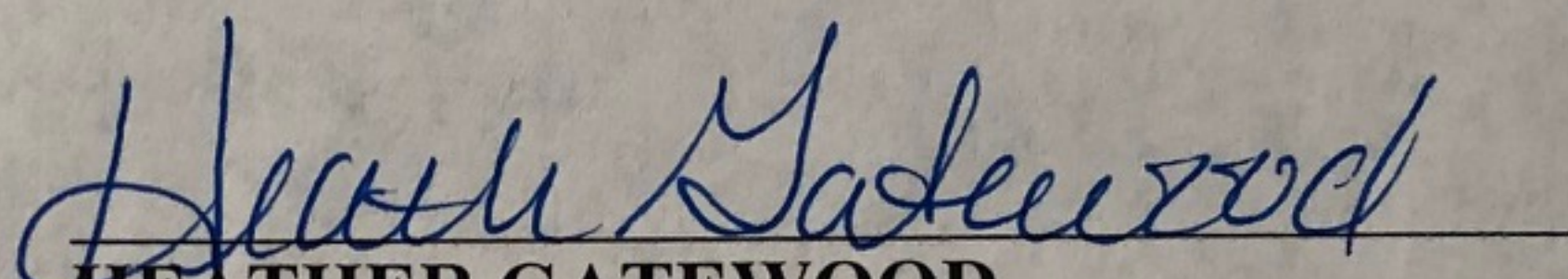
enjoyment by other Owners of their Lots, with the exception of an approved fire pit. The Lot Owners need to be in observance of the Russell County Ordinance.

19. **Leasing Property**: No 12 month or more leasing of any property. Short term such as VRBO/AirBNB will be allowed.

20. **Businesses**: No businesses shall be run from any of the properties such as daycare, etc.

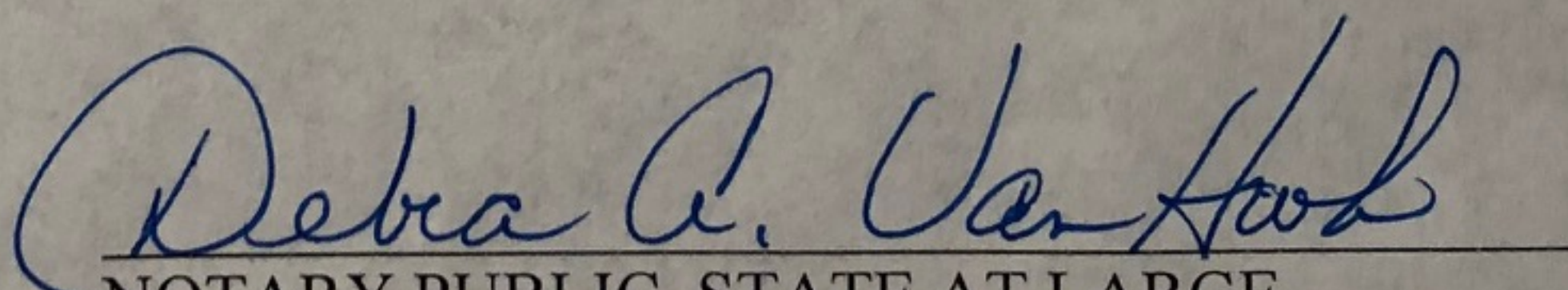
21. **Rules and Regulations**: The Developer reserves the right for rules and regulation governing the conduct of Lot Owners.

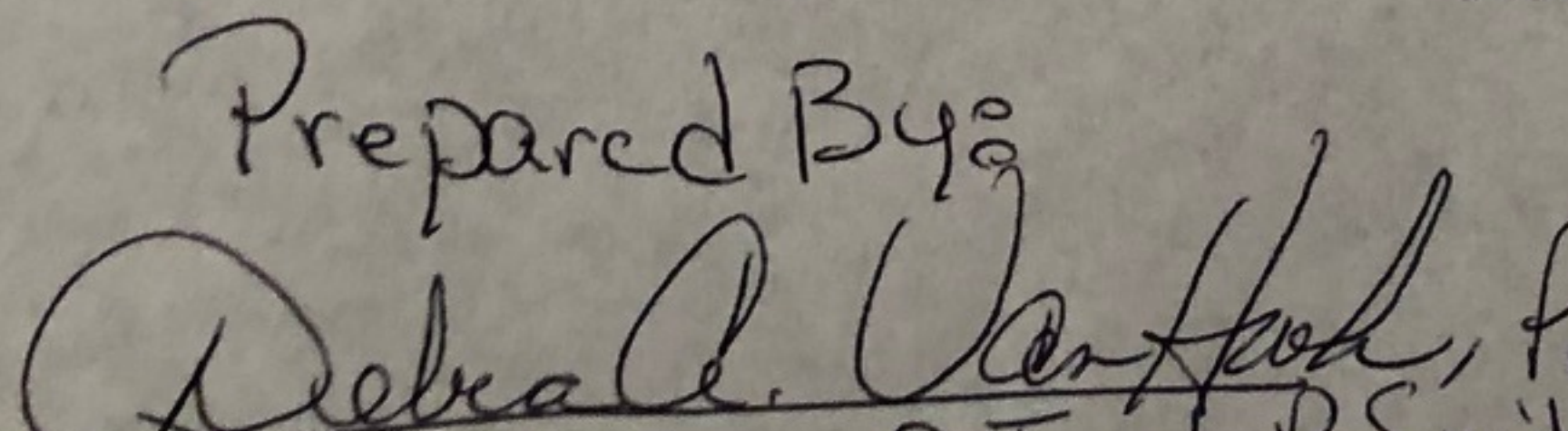
GATEWOOD RENTALS, LLC.


HEATHER GATEWOOD
Managing Member

COMMONWEALTH OF KENTUCKY
COUNTY OF RUSSELL

SUBSCRIBED, SWORN and ACKNOWLEDGED to before me, a Notary Public, this the 8th day of March 2022, by **HEATHER GATEWOOD, IN HER CAPACITY AS MANAGING MEMBER OF GATEWOOD RENTALS, LLC., A Kentucky Limited Liability Company**, to be her free act and deed.


NOTARY PUBLIC, STATE AT LARGE
My Commission Expires: 10-24-2025
Notary ID. No.: KYNP 36331

Prepared By:
, Paralegal Debra A. Van Hook
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270-343-6565

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SUE POPPLEWELL BROCKMAN
RUSSELL COUNTY
3/9/2022 8:54 AM
D.C: Katie Garner



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