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EXHIBIT "A"

PROTECTIVE COVENANTS

It is distinctly understood by the parties hereto that the property herewith conveyed as above-described and being a part of Gibson Cove an unrecorded subdivision as shown a plat by Derrol D. Luker dated June 18th 2016 shall be subject to the following restrictions:

- 1. The property shall be used only for single family houses having a minimum square footage of living area of one thousand five hundred (1500) square feet.
- 2. Any dwelling or other improvement of any nature whatsoever shall not be constructed within fifteen (15) feet of any of lot boundary lines as set out in the property description contained in this deed. All eaves, steps, porches, terraces, decks and patios shall be deemed a part of the dwelling or improvement for the purpose of complying with this fifteen foot setback requirement.
- 3. No livestock, birds or poultry of any kind shall be kept, raised or bred upon the lot herein conveyed. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance.
- 4. No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the above described lot nor shall any nuisance or odors be permitted to exist or operate upon or arise from the lot or dwelling or improvement located upon the lot which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other lot within Gibson Cove Subdivision. Noxious or offensive activities shall not be carried on or from the lot on in any part of the common areas of the subdivision.
- 5. Any vehicle which is inoperable shall be removed from the lot.
- 6. No manufactured home, trailer, temporary house, bus, stable or poultry house shall be permitted, constructed, installed or allowed to remain on the lot described herein; provided however, that the foregoing shall not be deemed to prohibit any detached garages, storage building or piers.
- 7. All signs, billboards or advertising structures of any kind are prohibited except for signage allowed for the purpose of advertising the lot or the dwelling for sale and for builders for the purpose of advertising construction of a dwelling.
- 8. The lot described in this deed may not be subdivided or split in any manner without the prior written approval of the partners of Holladay Family Partnership LTD. hereinafter "Partnership"; provided however that this restrictive covenant shall not be applicable to the Partnership. No lot shall be sold or owned under any time-sharing, time-interval or similar right-to-use programs.

2017 6813
Recorded in the Above
DEED Book & Page
106-16-2017 02:57:38 PM

- 9. The Partnership reserves the right to unilaterally amend these Protective Covenants and to do so at such time, upon such conditions, in such form and for such purposes as they, in their sole discretion shall deem appropriate. The Partnership shall have the sole and exclusive right to issue variances to these restrictions if in the Partnership's sole opinion said variance will benefit Gibson Cove Subdivision in any discernible way.
- 10. The foregoing Protective Covenants shall run with the land and constitute a servitude in and upon the property and shall inure to the benefit and be enforceable by the Partnership or by any owner of a lot in Gibson Cove. The existence of any violation of these Protective Covenants which has not been cured within thirty (30) days of the notice of the violation shall give the Partnership or any owner of a lot in Gibson Cove, the right to proceed at law or in equity to compel compliance with the terms of these Protective Covenants and to prevent the violation or breach of any of them. All cost, fees and expenses including attorneys' fees, incurred by any party enforcing or attempting to enforce these Protective Covenants, shall be borne by the defaulting party.
- 11. The Partnership makes no representation or warranty regarding the surface or subsurface conditions of the lot described in this conveyance and it shall be the sole responsibility of the lot owner to determine the suitability and adequacy of the surface and subsurface conditions of the lot for the construction of any contemplated improvement. Furthermore the Partnership shall not be liable to a lot owner of Gibson Cove or any occupant thereof for loss or damage to the lot, to any dwelling, improvement or other structure located on the lot or to the owner or any occupant or other person in or upon the lot or common area which are caused by or arise as a result of soil and /or subsurface conditions, known or unknown. The Partnership shall have no liability of any nature whatsoever for any damage, injury, loss, or prejudice suffered, claimed, paid or incurred by a lot owner of Gibson Cove on account of any surface or subsurface condition or any structure or improvement located on any common area of Gibson Cove.
- 12. The owner of the above described Tract shall have access to and the right to use all common areas of Gibson Cove. The owners of the lots of Gibson Cove shall be responsible for the maintenance and upkeep of the common areas of Gibson Cove.
- 13. The Partnership reserves the right to transfer or dedicate any right-of-way and/or easement to the appropriate governmental or other authority for the purpose of installing or maintaining a public road or electric, gas, water, telephone or other utility.
- 14. In addition to the above restrictions the above described parcel shall be subject to the restrictive covenants of Joe R. Machen Estate, Plat No. 2 Subdivision as they appear of record.

2017 6814
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06-16-2017 02:57:38 PM

GRANTOR:

Holladay Family Partnership, LTD

Hugh E Holladay, Jr., by and through Carl Cirson Holladay, his attorney-in-fact, as General and Limited Partner of Holladay Family Partnership, LTD

Patricia Lynn Holladay, by and through Carl Gibson Holladay, her attorney-in-fact, as General and Limited Partner of Holladay Family Partnership, LTD

Carl Gibson Holladay

Ethel Ann Holladay, by and through Carl Gibson Holladay, her attorney-in-fact, as General and Limited Partner of Holladay Family Partnership, LTD

GRANTEE:

Kody Gene Winn

Tiffany K. Winn

N. Keith Winn

Karen P. Winn

Book/Pa: 2017/6809

Term/Cashier: N RECORD9 / KimT Tran: 9781.256610.369454 Recorded: 06-16-2017 14:58:32 CER Certification Fee

CER Certification Fee 3.00
NTX NO TAX COLLECTED 1.00
PJF Special Index Fee 5.50
REC Recording Fee 24.00
Total Fees: \$ 35.50