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# **HOLLY CREEK ESTATES**

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## **CONVENIENT TO ATLANTA**

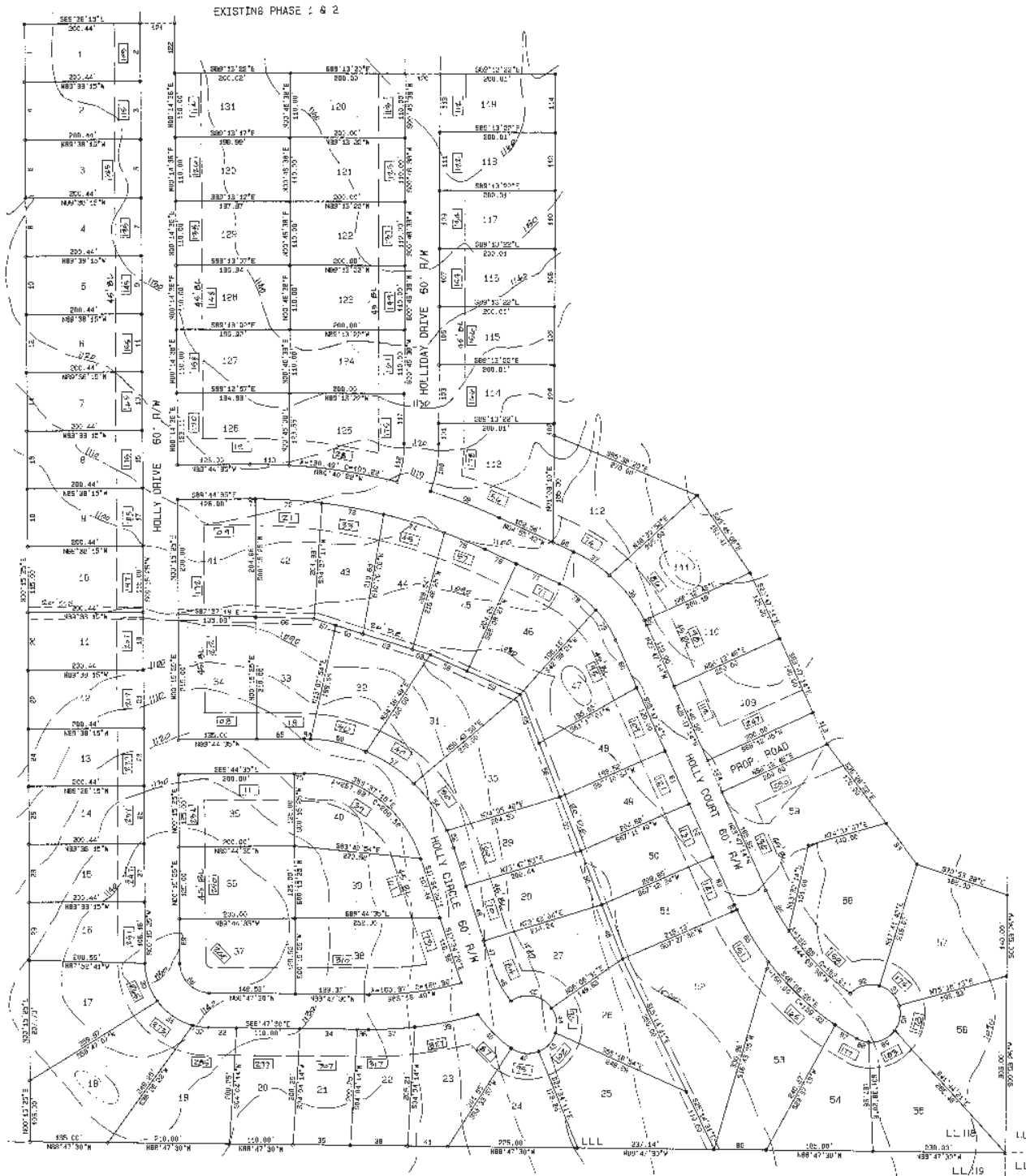
- ***\$295 Down***
- ***Owner Financing***
- ***No Closing Costs***
- ***Low Monthly Payments***
- ***No Pre-Payment Penalties***
- ***Protective Covenants***
- ***Warranty Deed***
- ***Immediate Possession***

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**(770) 554-5263 I-800-762-4851**

**P.O. Box 9 Loganville, GA 30052**

# HOLLY CREEK ESTATES, CARROLL COUNTY, GA



## Financing Example

**Purchase Price:** \$29,995

**Down Payment:** \$295

**Financed Amount:** \$29,700

**Interest Rate:** 7.9% Fixed simple interest

**Term:** 360 Months

**Monthly Payment:** \$215.86

NO PRE-PAYMENT PENALTY

You may pay all or part of what you owe above your regularly scheduled payment and 100% of that overage will go towards the reduction of your principal balance.

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# PROTECTIVE COVENANTS FOR HOLLY CREEK ESTATES

- 1) LAND USE AND BUILDING TYPE. No lot shall be used except for single family residence purposes.
- 2) ARCHITECTURAL CONTROL COMMITTEE. Declarant has heretofore established the Holly Creek Estates Architectural Control Committee for the following purposes:

(a) To provide a source of professional expertise in reviewing, evaluating, approving and disapproving proposed plans

(b) To establish, maintain and preserve specific architectural guidelines and standards to carry out the intention of this declaration.

(c) To enforce the provisions of this declaration when requested on behalf of Declarant.

The Architectural Control Committee, hereinafter referred to as the "Committee", consists of members appointed by Declarant who shall exercise their best judgments to see that all improvements on the property conform to Holly Creek Estates covenants, conditions and restrictions as to the external design, quality and type of construction, materials, color setting, height, grade, finished ground elevations, site locations and placing of buildings. The actions of the Committee, through its approval or disapproval of plans and other information submitted pursuant hereto, shall be conclusive and binding on all interested parties.

From and after this date, no buildings, structure or fence shall be erected, placed or altered on any lot until construction plans and specification plans showing the locations of the structure shall have been submitted to and approved by the Committee. Proposed plans shall indicate the locations of the structures, quality and workmanship of materials and harmony of external design with existing structures as to the location with respect to topography, finished grade, elevation and landscaping.

The Committee shall, within thirty (30) days from submission of the information required herein, advise the lot owner or prospective owner of the decision of the Committee, and any corrections or amendments or alterations or prohibitions established by the Committee. Should the Committee fail to approve or disapprove any such improvements within (30) days after the plans or specifications have been submitted to the Committee, or in the event no suit to enjoin this structure has been commenced by the completion thereof, approval will not be further required and the related covenants shall be deemed to have been fully complied with. The submission by any lot owner plans, specifications and such other information as the Committee may require to fully advise themselves for the purpose of review of such plans and specifications shall be accomplished not less than ten (10) days prior to the start of construction contemplated. Submission of the information here required may be done until further notice by delivery of same personally to the Committee or by mailing the same by U.S. Mail to the Committee in care of Hurdle Land & Realty at P.O. Box 9, Loganville, GA 30052. Said Committee shall be bound by and shall not be empowered to alter or amend the specifications, requirements, covenants and conditions hereinafter set out, but shall not be limited to those specifications, requirements, covenants and conditions and may require such other specifications, requirements, covenants and conditions as they, in their discretion, may establish or require in any one or more instances.

- 3) ANIMALS.

No animals other than a reasonable number of generally recognized house pets shall be maintained on the property and then only if kept thereon solely as household pets and for no other purposes. No such animal shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. The Committee shall determine in its sole discretion whether, for purposes of this paragraph, a particular animal shall be considered a house pet, a nuisance, or whether the number of any animals on the property is reasonable.

**4) NUISANCES.**

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the property and no odors shall be permitted to arise so as to render any portion of the property unsanitary or unsightly, offensive or detrimental to any other property or to occupants thereof. Without limiting any of the foregoing but kept in reasonably good condition. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on the premises. Nothing contained in this paragraph shall be construed to prohibit the maintenance by owners or tenants of regularly cleaned garbage and trash containers as approved by the Committee. Trash containers and collection of garbage and trash shall be placed and kept in covered containers of the type and style which shall be approved by the Committee. Such containers shall be screened from view from all dwelling units and shall be regularly cleaned.

**5) REPAIR OF BUILDINGS.**

No Dwelling unit or other improvement shall be permitted to fall into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Committee.

**6) RIGHT OF ENTRY.**

Declarant agrees that reasonable notice shall be given prior to any inspection provided for this paragraph and said inspection of dwelling units shall be made only in the event that external conditions indicate that a violation of these covenants has taken place. During reasonable hours Declarant and any member of the Committee or any authorized representative of either of them shall have the right to enter upon property and inspect any dwelling unit or improvement on the property for the purpose of ascertaining whether or not the provisions of this declaration have been or are being complied with and such persons shall not be deemed guilty of trespassing by reason of such entry.

**7) MINERAL EXPLORATION.**

The property shall not be used in any manner to explore for or to use any water, oil, or hydrocarbons, minerals of any kind, gravel, earth or any earth substance or other mineral of any kind.

**8) MACHINERY.**

Machinery or equipment of any kind shall not be placed, operated or maintained upon the property except such machinery and equipment reasonably necessary for use in connection with maintenance, construction and repair of improvements as approved by the Committee.

**9) SIGNS.**

No signs whatsoever (including but not limited to commercial, political and similar signs) shall be erected or maintained on the property except: (1) Such signs as may be required for legal proceedings (2) Such signs as may be approved by the Committee.

**10) ENFORCEMENT.**

Enforcement shall be proceedings at law or at equity against any person or persons or entities violating or attempting to violate any covenants or restrictions or conditions contained herein or recover damages therefore. Such proceedings may be instituted by any person or other entity owning or occupying any property within said subdivision.

**11) TERM.**

These covenants shall run with the land and shall be binding to all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. Provided, however, that this declaration or any provision hereof or any covenant or condition of restriction contained herein may, at any time, be terminated, extended, modified or amended as to all of the property or any portion thereof by Declarant filing for recordation such termination, extension or modification or amendment from the Clerk of the Superior Court, Carroll County, Georgia.

**12) SEVERABILITY.**

Invalidation of use of these covenants by judgment of the court or by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**13) CONSTRUCTIVE NOTICE AND ACCEPTANCE.**

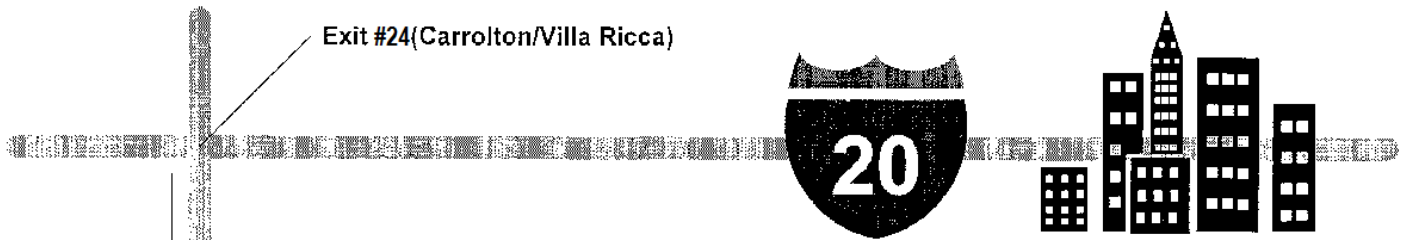
Each person who now or hereafter owns or acquires any rights, title or estate in any portion of the property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein. These covenants control all property and property rights of succeeding owners, whether referred to in the muniments of title of succeeding owners or not.

**14) EASEMENTS.**

Easements for utilities, sewage, water, etc., are to be granted at logical locations by any successor in title to any portion of this property and shall be subject to approval by the Architectural Control Committee, to which reference is made on page one of these declarations such easements are to be so located as not to interfere with existing or proposed permanent improvements such as homes.



# Directions to Holly Creek Estates



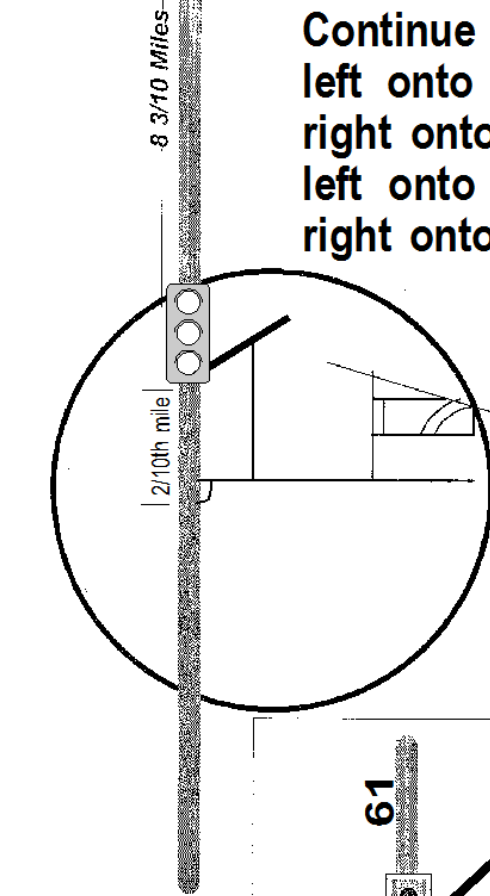
TO SEE FROM ATLANTA:

ATLANTA

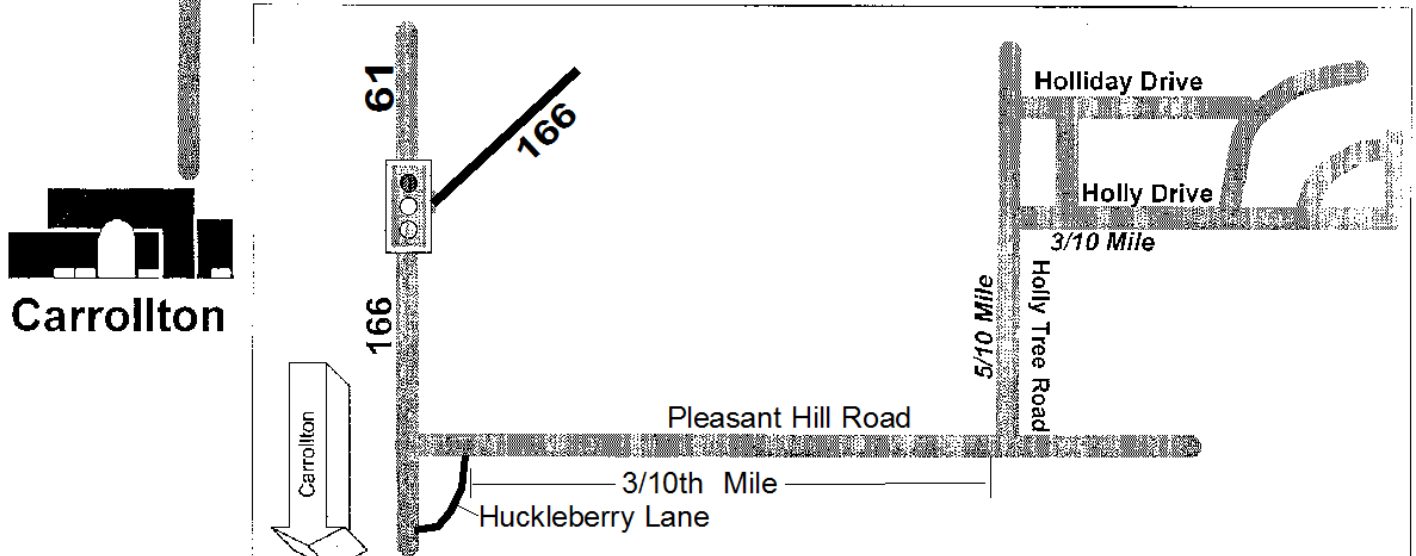
Follow I-20 WEST to exit #24 (Carrollton/Villa Rica). Turn left onto Hwy 61 and follow for 8  $\frac{3}{10}$ th miles to a traffic light (This is where hwy merges into hwy 166). Continue past traffic light for only  $\frac{2}{10}$ th mile and turn left onto Huckleberry Lane. Go  $\frac{1}{10}$ th mile and turn right onto Pleasant Hill Road. Go  $\frac{3}{10}$ th mile and turn left onto Holly Tree Road. Go  $\frac{5}{10}$ th mile and turn right onto Holly Drive. Go  $\frac{3}{10}$ th mile and SEE SIGNS!

**March 15, 2011 UPDATE:**  
**Interest rates REDUCED!**  
**7.9% FIXED RATE!**  
**(Your payment never increases!)**

See section "A" for detail road map



## Section "A"



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