

# BOLING RICE LLC

A LIMITED LIABILITY COMPANY  
ATTORNEYS-AT-LAW

Zack A. Rice  
Paul J. McGruder  
Brandon Barron  
Renee D. T. Beaudin

POST OFFICE BOX 244  
CUMMING, GEORGIA 30028  
207 PIRKLE FERRY ROAD  
CUMMING, GEORGIA 30040

Of Counsel:  
Leon Boling  
Dennis Bottoms

Larry H. Boling (1951 – 1991)

Chris R. Shaw  
Taylor H. Rice  
Chris L. Brannon

Telephone: 770/887-3162  
Facsimile: 770/889-8824

August 10, 2006

**via Certified and Regular Mail**

**Return Receipt Number**

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Glen at Fieldstone Homeowners' Association, Inc.  
C/o Sandy Froelich  
3350 Elder Field Ln.  
Cumming, GA 30040

**Re: GA BULLDOG SIGN ON MAILBOX**

Dear Ms. Froelich:

This letter is written in response to your notice to me by letter dated August 8, 2006, concerning an alleged architectural violation due to my "GA BULLDOG SIGN ON MAILBOX" (letter enclosed). Let me begin by telling you how happy and proud my wife and I are to be able to call Fieldstone our home. We sincerely thank you and the Glen at Fieldstone Homeowners' Association for your diligent efforts in helping maintain the standards of the Glen at Fieldstone and making it a safe, enjoyable place to live. However, I regret to inform you and the Association that my "GA BULLDOG SIGN ON MAILBOX" does not violate Article VII, Restrictions, Section 5, "Signs" of the Declaration of Covenants and Restrictions for the Glen at Fieldstone, recorded at Deed Book 3703, pages 27-50, Forsyth County Records, as indicated in your letter. Nevertheless, I applaud the creativity used by the Association in construing a mailbox cover as a "sign" as defined and intended to be restricted by this provision.

As the Association will note, the "signs" provision states, "No sign of any kind or character shall be erected on any portion of any Lot." The word "Lot" as used within this provision is defined in Article I, Definitions to be, "each portion of The Glen at Fieldstone Property which has been subdivided for use as an individual building lot" and which has been subjected to the Declaration of Covenants and Restrictions. With these two provisions in mind, I direct the Association's attention to the following enclosed items: (1) Right of way Warranty Deed from Pulte Home Corporation to Forsyth County recorded at Deed Book 3817, pages 237 - 239, Forsyth County Records; (2) final plat of survey for Fieldstone Glen, POD A, Phase 1, recorded in Plat Book 83, pages 101-107, Forsyth County Records and (3) Loan Plat for 3690 Azurite Street, Fieldstone Glen POD A, Phase 1, Lot 944, attached hereto as Exhibit "A."

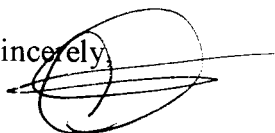
On August 4, 2004, in that Right-of-way Warranty deed referenced above, Pulte Home Corporation conveyed to Forsyth County all that tract or parcel of land located within the rights-of-way of Davyne Bend and Azurite Street located in the Communities of Fieldstone subdivision as shown on that final plat of survey for Fieldstone Glen, POD A, Phase 1, recorded in Plat Book 83, pages 101-107, Forsyth County Records. In accordance with said deed, both the final plat as above-referenced and my loan plat for 3690 Azurite Street, Fieldstone Glen POD A, Phase 1, Lot 944 depict Davyne and Azurite Street as being 50-foot wide right-of-ways *which include the sidewalks AND the areas lying immediately within the curbs and sidewalks (grassy area wherein the mailbox is located)* - see highlighted areas on final survey and loan plat enclosed.

Thus, despite the Association's crafty literal reading of the "sign" provision, the area containing my mailbox is not a portion of the Glen at Fieldstone Property which has been subdivided for use as an individual building lot - this area is not subdivided and clearly cannot be used as an individual building lot. Consequently, this area is not a Lot nor any portion of a Lot as defined by the Covenants and is not subject to Article VII, Restrictions, Section 5, "Signs" of the Declaration of Covenants and Restrictions for the Glen at Fieldstone - this area is property owned by Forsyth County pursuant to the above-referenced deed from Pulte Home Corporation. Your letter also indicated that my mailbox cover concerned an architectural issue. While Article VI., Architectural Control, Section 3(a), "Architectural Control," does address mailboxes, this provision again only applies to Lots (see first sentence containing the following language, "structure shall be commenced, erected or maintained *upon any Lot*").

While my mailbox cover is not a violation of this provision, please allow me to illustrate a few examples of *actual* violations of this provision based on its literal reading by the Association - violations of which I am sure will be addressed immediately. I observed the following violations this morning while exiting the subdivision: (1) 3660 Azurite Street - "Security Services of Atlanta 24-hour protection" sign placed on Lot in front yard near residence; (2) 3645 Azurite Street - "Secured by ADT" and "Private residence" signs placed on Lot in front yard near residence; (3) 3635 Azurite Street - "Clouds Security Service" sign placed on Lot in front yard near residence; (4) 3615 Azurite Street - "3615 Azurite Street" black metal sign placed on Lot in front yard near residence; (5) 3510 Azurite Street - Flag hanging from pole attached to residence on Lot; (6) 3625 Davyne Bend - yellow ribbon magnet on rear of vehicle parked on Lot (see "prohibition of any signs in or upon any motor vehicle" in Section 5) and (7) 3615 Davyne Bend - "W. Va." flag hanging from pole attached to residence on Lot and "Carolina" sticker on rear window of vehicle parked on Lot (see "prohibition of any signs in or upon any motor vehicle" in Section 5). If a mailbox cover can be construed to be a sign, surely a yellow ribbon magnet and a "Carolina" sticker are "signs."

Again, I sincerely thank you and the Association for all of your continuing hard work in protecting the integrity of our neighborhood and its standards.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris R. Shaw", written over the word "Sincerely,".

Chris R. Shaw, Esq.

# FIELDSTONE

August 08, 2006

CHRISTOPHER R. SHAW  
3690 AZURITE STREET  
CUMMING GA 30040

Dear CHRISTOPHER R. SHAW;

We write to you on behalf of Glen at Fieldstone Homeowners' Association, Inc. concerning an architectural issue at your home. As defined in the Covenants, the violation below is prohibited:

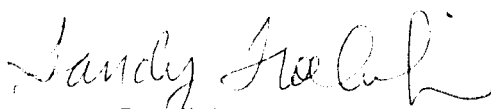
*GA BULLDOG SIGN ON MAILBOX*

In order to comply with the Covehants, please correct this violation by immediately taking the following action:

*PLEASE REMOVE THE GA BULL DOG SIGN FROM MAILBOX. NO SIGN OF ANY KIND OR CHARACTER SHALL BE PERMITTED ON ANY PORTION OF ANY LOT WITHOUT APPROVAL*

Your cooperation is appreciated, and we thank you in advance for your willingness to help maintain the standards of Glen at Fieldstone. If we may assist you in any way, please call our office at 770205-9229 or fax at 770-205-6380

Sincerely,




Sandy Froelich  
Fieldstone On-site Administrator

C: ACC

- COPY -

After Recording Return to:  
Flora Smith  
Pulte Home Corporation  
3805 Crestwood Parkway #500  
Duluth, GA 30096 770-381-3450

Document prepared by:  
Charles E. Murphy, Jr., Esq.  
Powell Goldstein LLP  
One Atlantic Center, Fourteenth Floor  
1201 West Peachtree Street, NW  
Atlanta, GA 30309-3488  
(404) 572-6600

  
Doc ID: 001596130024 Type: GLR  
Filed: 03/09/2005 at 02:57:08 PM  
Fee Amt: \$56.00 Page 1 of 24  
Forsyth, GA  
Douglas Sorrells Clerk Superior Ct  
BK **3703** PG **27-50**

DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR THE GLEN AT FIELDSTONE  
FORSYTH COUNTY, GEORGIA

ARTICLE I.

DEFINITIONS

As used in this Declaration, the following terms shall have the meanings ascribed to them in this Article I, such definitions being cumulative of those set forth elsewhere in this Declaration.

“Annual Assessment” shall have the meaning specified in Section 4 of Article V hereof, and shall constitute the assessments which, pursuant to the provisions of Article V hereof, shall be levied by the Association against the Lots each year for the purpose of raising the funds necessary to pay the “Annual Expenses” (as that term is defined in Section 3 of Article V hereof).

“Articles of Incorporation” shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

“Association” shall mean The Glen at Fieldstone Homeowners Association, Inc., a Georgia non-profit membership corporation.

“Association Property” shall mean all of the real and personal property which shall be conveyed and transferred to the Association pursuant to Section 1 of Article III of this Declaration. Association Property shall not include any Lot which shall be acquired by the Association through foreclosure of the lien in favor of the Association, as provided for in Article V of this Declaration.

“Board of Directors” shall mean the Board of Directors of the Association.

“Bylaws” shall mean the Bylaws of the Association, as the same may be amended from time to time.

“Declarant” shall mean Pulte Home Corporation, a Michigan corporation, and shall include any successor or assign of Pulte Home Corporation (other than a person acquiring fewer than five (5) Lots) who shall acquire the entire interest in The Glen at Fieldstone Property which was owned by the immediate predecessor-in-title of such successor or assign.

“First Mortgage” shall mean a Mortgage conveying a first priority lien upon or security title to any Lot.

“Lot” shall mean each portion of The Glen at Fieldstone Property which has been subdivided for use as an individual building lot and which is subjected to the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration applicable to Lots either by the recording of this Declaration or by the recording of a supplemental declaration pursuant to the provisions of Section II of Article I hereof.

(d) Only one (1) building may be constructed on any Lot.

(e) No building containing more than two (2) stories in addition to a basement which is located at least partially below ground level shall be constructed on any Lot.

(f) No structure other than a fence shall be constructed, placed or installed upon any Lot, in a location which encroaches beyond any front, side or rear building set-back line which is depicted on the Subdivision Plat. No fence shall be constructed or erected upon any Lot in any location other than entirely in the rear of the building which is located on such Lot.

Section 2. Combination of Lots. The owner of any two or more contiguous Lots shall have the right to cause such Lots to be combined together by furnishing the Board of Directors with a notice of his intent to do so. Upon the receipt by the Board of Directors of any such notice, the Lot created by such combination shall thereafter be deemed to be a single Lot for all purposes of this Declaration, except as hereinafter provided. Notwithstanding the foregoing, the amount of assessments for which such single Lot shall be thereafter liable pursuant to the provisions of Article V of this Declaration shall be equal to the total assessments for which all of the Lots which were so combined would have been liable had such combination not taken place.

Section 3. Architectural Control.

(a) No building, fence, wall, garage, patio, carport, playhouse, swimming pool, mail-box or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to, change in (including, without limitation, any change in the type of roofing material or in the color of the paint, stain or varnish), or alteration of, any of such structures be made until complete and final plans and specifications, setting forth the information hereinafter described, shall have been submitted to, and approved in writing by, the Board of Directors as to the harmony of the exterior design and general quality with the existing standards of the improvements located on the other Lots, and as to location in relation to surrounding structures and topography. In the event the Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required, and this Section 3 of Article VI will be deemed to have been fully complied with.

(b) The plans and specifications which must be submitted to the Board of Directors prior to the commencement of any structure upon any Lot, as hereinabove provided, shall contain at least the following information:

(i) A site plan showing the shape and size of the proposed structure and its location on the Lot on which the same is proposed to be constructed; and

(ii) Building plans of the proposed structure which shall include an exterior elevation drawing of the proposed structure; and

No Lot shall be used for the keeping or breeding of livestock animals or poultry of any kind, except that a reasonable number of household pets may be kept, provided that they are neither kept for breeding nor maintained for any commercial purpose, and provided that none of such pets are permitted to be a source of annoyance to any other resident or residents of any other Lot.

Section 5. Signs. No sign of any kind or character shall be erected on any portion of any Lot, or displayed to the public on any portion of any Lot, without the prior written consent of the Board of Directors, except for customary name and address signs and one "for sale" sign advertising a Lot for sale. The restriction herein stated shall include the prohibition of placement of any sign within a building located on any Lot in a location from which the same shall be visible from the outside and the placement of any sign in or upon any motor vehicle.

Section 6. Antennas; Aerials; Satellite Dishes. No antennas, aerials, satellite dishes or other reception devices having a diameter or diagonal measurement greater than one meter shall be installed on any Lot. So long as reception of an acceptable quality is not precluded, the antenna, aerial, satellite dish or other reception device of appropriate size shall be located only on that portion of the Lot which is least visible from public view and shielded so as to minimize any risk and to ensure a nuisance is not created.

Section 7. Clotheslines. No clothesline shall be erected on any portion of any Lot.

Section 8. Window Air-Conditioners. No air-conditioner shall be installed in any window of any building located on any Lot, nor shall any air-conditioner be installed on any building located on any Lot so that the same protrudes through any exterior wall of such building.

Section 9. Temporary Structures. Subject to the right of the Declarant to promote the sale of Lots, no structure of a temporary character, including, without limitation, any trailer, tent, shack, garage or other building, shall be permitted on any Lot at any time, whether temporarily or permanently, except with the prior written consent of the Board of Directors; provided, however, that temporary structures may be erected or placed upon a Lot for use in connection with the repair or construction of structures upon such Lot.

Section 10. Vehicles; Trailers; Boats; Automobiles. No boat, trailer, boat trailer, camper, truck or utility trailer shall be permitted to be stored or repaired upon any Lot unless the same is entirely confined within a garage located on such Lot and the door of such garage is kept in a closed position. No automobile may be Glened upon any Lot unless the same is Glened on a pavement area located on such Lot for such purpose, and the same is in operating condition and has affixed thereto a then current license tag and, if applicable, operating sticker.

Section 11. Subdivision of Lots. No Lot may be further subdivided into any smaller Lot.

Doc ID: 001793860003 Type: GLR  
Filed: 06/08/2008 at 10:32:23 AM  
Fee Amt: \$14.00 Page 1 of 3  
Transfer Tax: \$0.00  
Forsyth County, GA  
Douglas Sorrells Clerk Superior Ct  
BK **3817** PG **237-239**

Ret: *Engineering*

Upon Recording, Return to:

Prepared by:

Elera Smith  
3805 Crestwood Pkwy  
Suite 500  
Duluth, Ga 30096

Charles E. Murphy, Jr., Esq.  
Powell, Goldstein, Frazer & Murphy LLP  
Sixteenth Floor  
191 Peachtree Street, N.E.  
Atlanta, Georgia 30303

STATE OF GEORGIA

COUNTY OF FORSYTH

RIGHT OF WAY WARRANTY DEED

THIS INDENTURE, made this 4<sup>th</sup> day of Aug. 2004 between **PULTE HOME CORPORATION**, a Michigan corporation (hereinafter referred to as "GRANTOR"), and **FORSYTH COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as "GRANTEE"; (the words "GRANTOR" and "GRANTEE" to include their respective successors and assigns where the context requires or permits);

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of One and no/100 Dollar (\$1.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, transferred and confirmed and by these presents does grant, bargain, sell, alien, convey, transfer and confirm unto GRANTEE the following described property, to wit:

See Exhibit A attached hereto and incorporated herein by reference.

THIS CONVEYANCE IS MADE subject to zoning ordinances and easements, restrictions and encumbrances of record.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said GRANTEE, forever, in FEE SIMPLE.



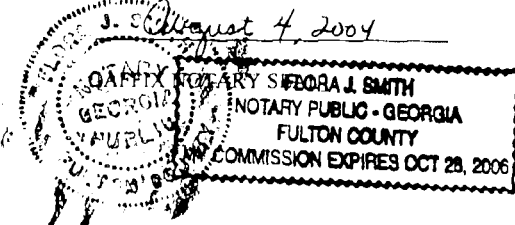
AND, SUBJECT TO THE MATTERS SET FORTH ABOVE, THE SAID GRANTOR will forever defend the right and title to the above described property, unto the said GRANTEE against the claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed this deed as of the day and year above written.

Signed, sealed and delivered this 4 day of ~~June~~, 2004,  
in the presence of; July  
Mark Wilkinson  
Unofficial Witness

Bora J. Smith  
Notary Public

My Commission Expires:



**PULTE HOME CORPORATION**, a Michigan corporation

By Jeffrey M. Endres

Name: Jeffrey M. Endres

Title: V.P. LAND DEVELOPER

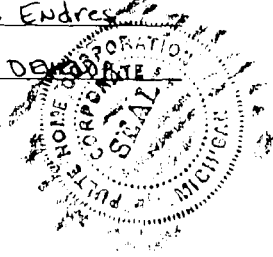
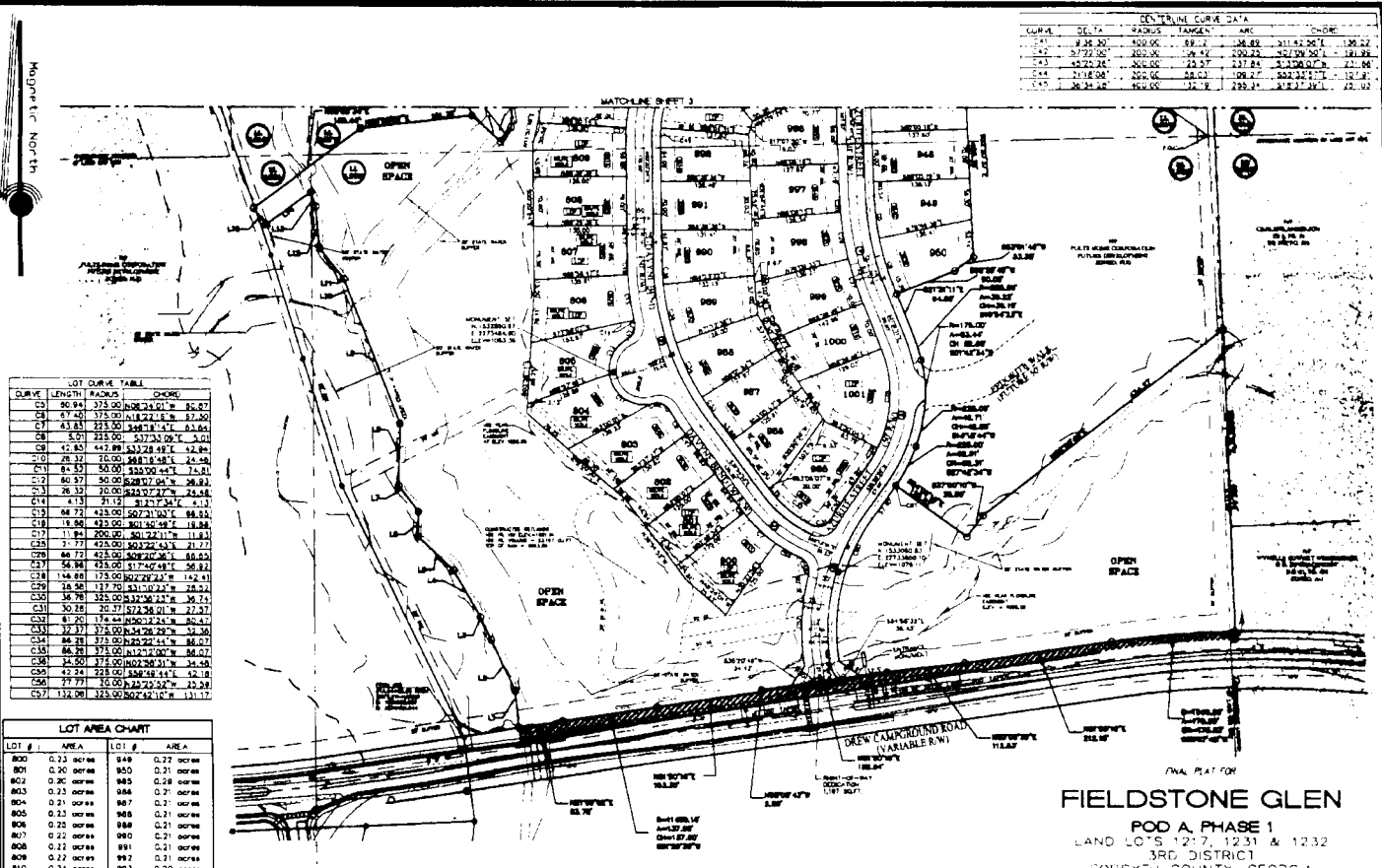


EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1217 and 1232 of the 3rd District, 1st Section of Forsyth County, Georgia, and located within the rights-of-way of Davyne Bend and Asurite Street which rights-of-way are located in Communities of Fieldstone Subdivision, and more particularly shown on that certain plat of survey entitled, "Final Plat for: Fieldstone Glen Pod A, Phase 1," dated June 14, 2004, prepared by Travis N. Pruitt, Sr., Georgia Registered Land Surveyor of Travis Pruitt & Associates, Inc., and filed of record on 08-25-04, in the office of the Clerk of Superior Court of Forsyth County, Georgia, in Plat Book 83, Page 101-102, which plat is incorporated herein by reference.



CURVE	DETA	RADIUS	TANGENT	ARC	CHORD
C1	3.35	500.00	89.2	148.82	311.42
C2	57.72	100.00	29.12	209.23	457.09
C3	43.72	200.00	29.37	133.84	233.90
C4	11.88	200.00	48.01	106.22	202.51
C5	38.32	150.00	14.9	235.21	413.37



CURVE	LENGTH	RADIUS	TANGENT	CHORD
C1	3.35	500.00	89.2	148.82
C2	57.72	100.00	29.12	209.23
C3	43.72	200.00	29.37	133.84
C4	11.88	200.00	48.01	106.22
C5	38.32	150.00	14.9	235.21

LOT #	AREA	LOT #	AREA
800	0.23 acres	848	0.22 acres
801	0.30 acres	850	0.21 acres
802	0.28 acres	845	0.28 acres
803	0.23 acres	846	0.21 acres
804	0.31 acres	847	0.21 acres
805	0.23 acres	848	0.21 acres
806	0.25 acres	849	0.21 acres
807	0.22 acres	850	0.21 acres
808	0.22 acres	851	0.21 acres
809	0.22 acres	852	0.21 acres
810	0.24 acres	853	0.20 acres
811	0.13 acres	854	0.20 acres
812	0.21 acres	855	0.31 acres
813	0.28 acres	856	0.23 acres
814	0.15 acres	857	0.21 acres
815	0.28 acres	858	0.24 acres
816	0.26 acres	859	0.25 acres
817	0.23 acres	860	0.22 acres
818	0.22 acres	861	0.28 acres
819	0.22 acres	862	0.28 acres

LINE	LENGTH	BEARING
1	36.31	S25°43'50"W
2	63.88	N42°38'40"E
3	37.18	N24°58'40"E
4	72.3	N22°28'17"W
5	33.68	N44°11'34"E
6	38.05	N57°54'55"E
7	45.12	N37°33'17"W
8	88.80	N42°12'20"E
9	87.16	N25°05'18"E
10	33.75	N27°58'27"W
11	37.03	N27°58'27"W
12	37.56	N27°58'27"W
13	24.1	N17°42'19"W
14	48.27	N32°53'28"E
15	26.75	N76°18'47"E

**FIELDSTONE GLEN**  
 POD A, PHASE 1  
 LAND LOTS 1217, 1231 & 1232  
 3RD DISTRICT  
 FORSYTH COUNTY, GEORGIA  
 JUNE 14, 2004 / SCALE: 1"=100'  
 GRAPHIC SCALE IN FEET

**OWNER / DEVELOPER**  
**PULTE HOME CORPORATION**  
 3350 BRECKENRIDGE BLVD.  
 SUITE 100, GEORGIA 30096  
 (770) 381-3450  
 24 HOUR EMERGENCY CONTACT  
 MR. JOE ENDRES (770) 381-3450



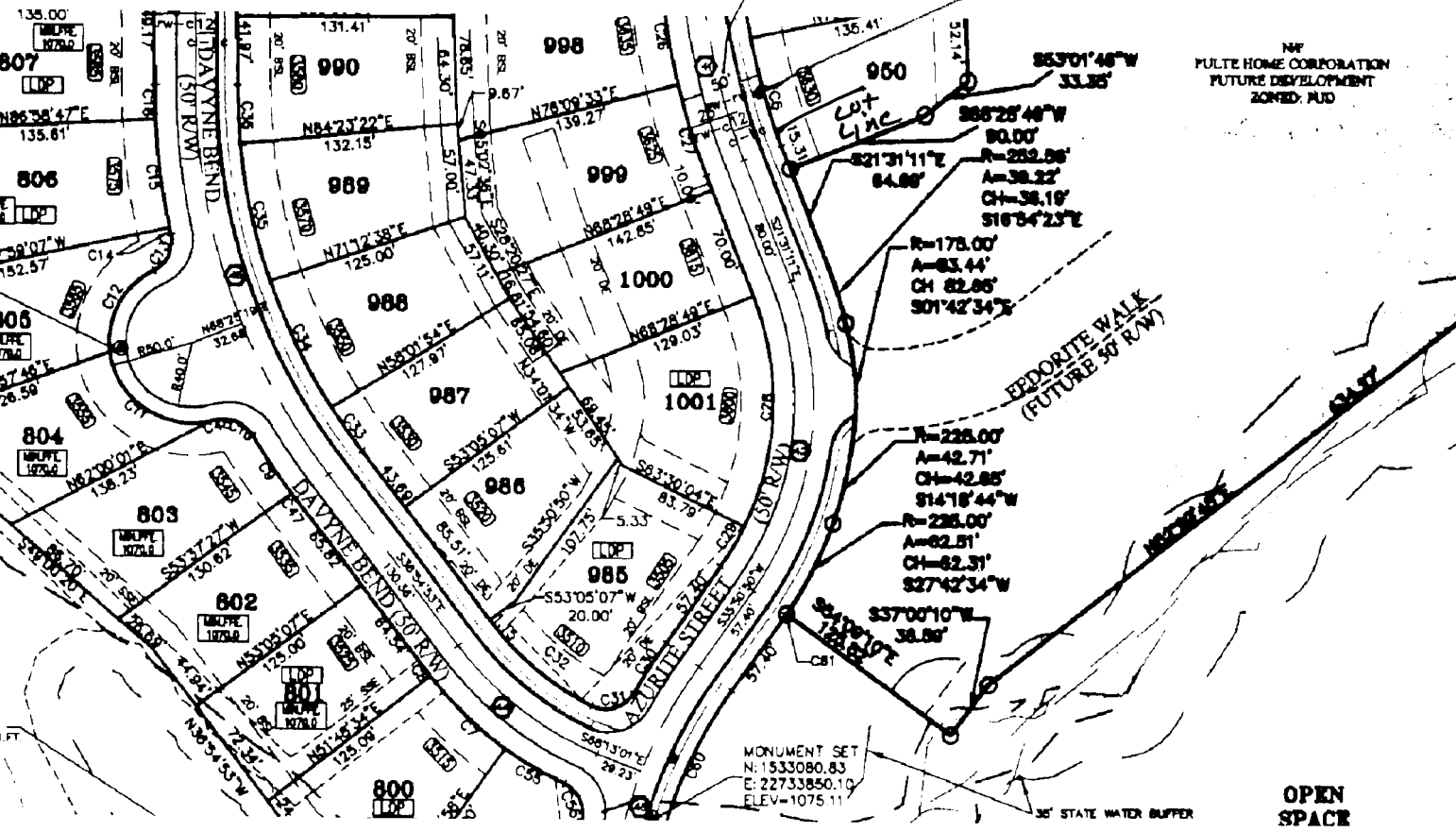
**TPA**  
 CONSULTANTS, ENGINEERS, SURVEYORS  
 & LANDSCAPE ARCHITECTS  
 TRAVIS PRUITT AND ASSOCIATES, INC.  
 4317 HARRIS DRIVE, SUITE 100, NORCROSS, GEORGIA 30092  
 PHONE 770-447-1171 FAX 770-447-6073 WWW.TPAENGINEERS.COM

**NOT THE SUBJECT DIMENSIONS**  
 80' RIGHT OF WAY 28' CENTERLINE - ROW  
 24' BDC - ROW 12' CENTERLINE - ROW  
 30' CURB RADIUS 20' RSH - OF WAY RADIUS

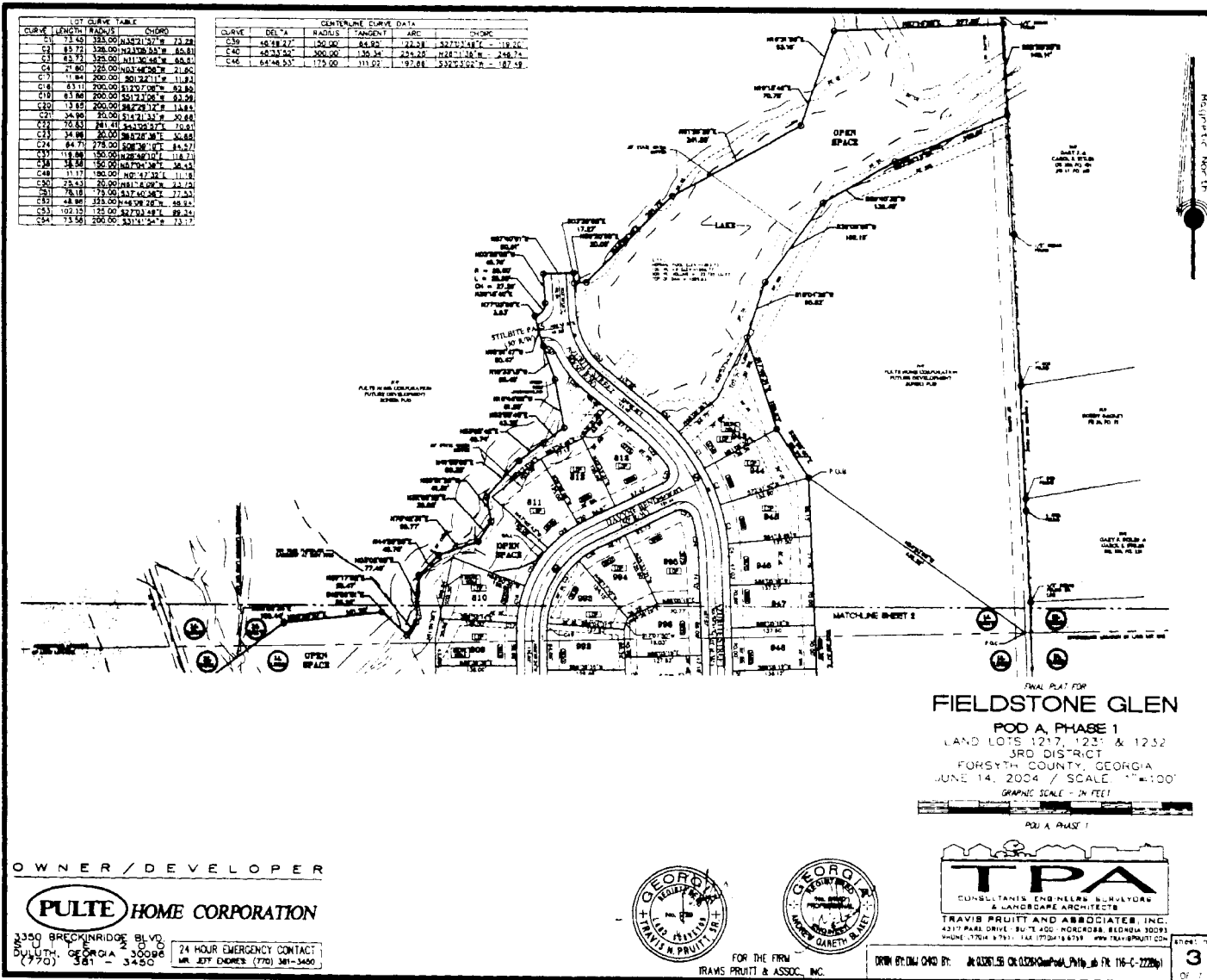
FOR THE FIRM  
 TRAVIS PRUITT & ASSOC., INC.  
 DRAWN BY: J. GIBBS OR C. GIBBS  
 SHEET NO. 2 OF 7

50ft. R/W sidewalk included.

N/F  
FULTZ HOME CORPORATION  
FUTURE DEVELOPMENT  
ZONED: MUD



OPEN SPACE



CURVE	LENGTH	PC	PT	PI	END POINT
C29	73.40	383.00	N43°21'57"W	73.28	
C30	85.72	398.00	N43°09'34"W	85.81	
C31	85.72	398.00	N11°02'42"W	85.81	
C4	21.80	328.00	N03°48'28"W	21.80	
C7	11.84	200.00	S01°24'11"W	11.84	
C8	83.11	200.00	S12°07'08"W	83.80	
C10	83.80	200.00	S41°21'02"W	84.26	
C20	13.85	200.00	S48°29'12"W	13.85	
C21	34.98	200.00	S18°21'32"W	35.88	
C22	70.83	200.00	S43°29'17"W	70.83	
C23	34.98	200.00	S84°29'12"W	35.88	
C24	84.75	275.00	S08°38'07"W	84.57	
C27	119.88	355.00	S88°02'01"W	119.73	
C28	38.58	350.00	N45°09'38"E	38.58	
C28	11.17	190.00	N0°47'32"E	11.18	
C30	73.53	300.00	N18°48'08"E	73.53	
C31	78.18	390.00	N37°40'54"E	77.53	
C32	48.86	393.00	N48°58'28"W	48.82	
C33	102.13	390.00	S17°03'44"E	102.34	
C34	73.58	200.00	S32°52'57"E	73.17	

CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD
C29	46°48'27"	190.00	84.92	122.38	132713.18'E - 118.20
C40	46°33'52"	300.00	130.34	235.25	N28°13'18"E - 248.74
C46	64°48'53"	175.00	111.02	92.04	S32°2'52"E - 187.58

FINAL PLAN FOR  
**FIELDSTONE GLEN**  
 POD A, PHASE 1  
 LAND LOTS 1217, 1231 & 1232  
 3RD DISTRICT  
 FORSYTH COUNTY, GEORGIA  
 JUNE 14, 2004 / SCALE 1"=100'  
 GRAPHIC SCALE - IN FEET

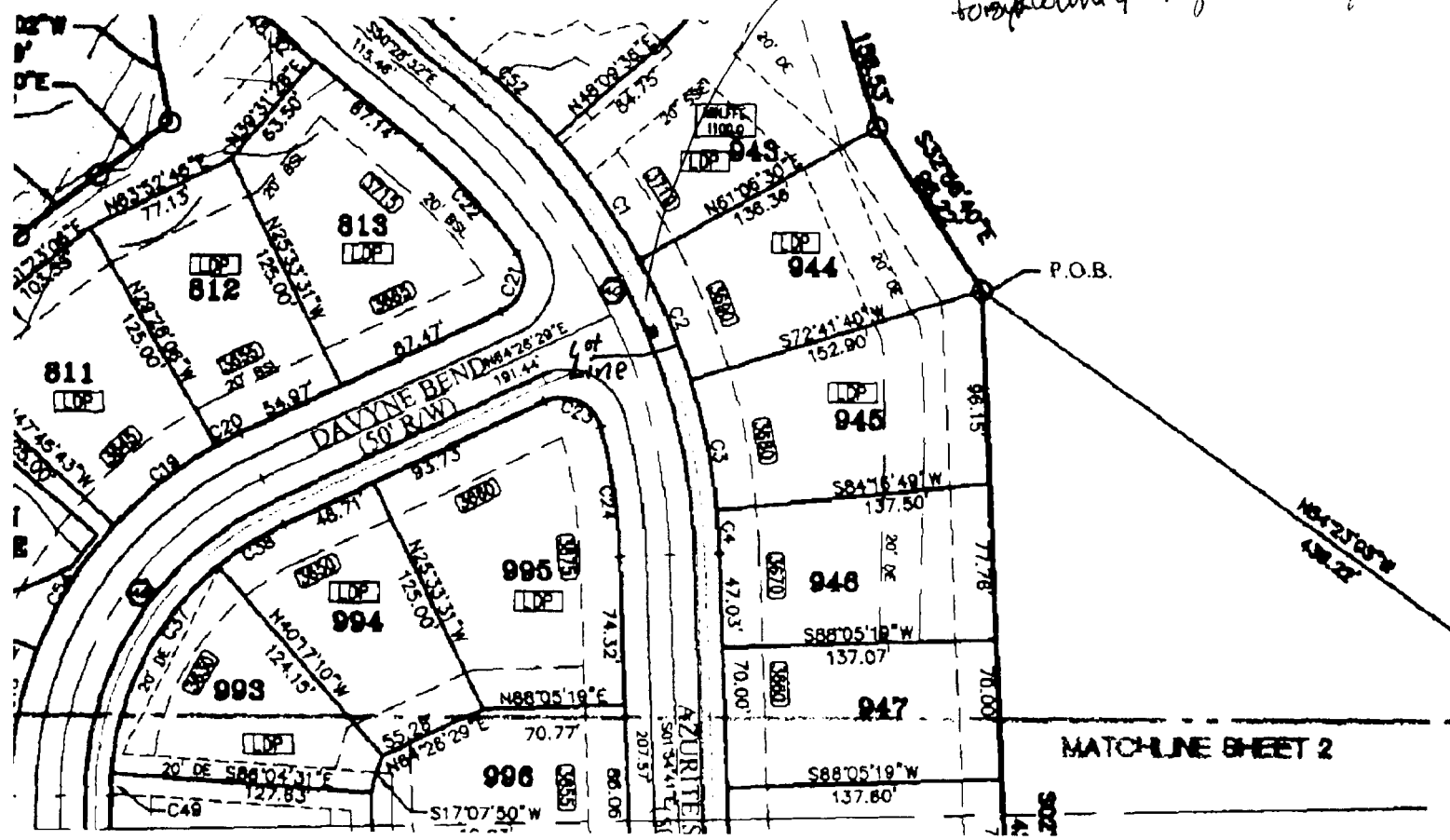
OWNER / DEVELOPER  
**PULTE HOME CORPORATION**  
 3390 BRECKINRIDGE BLVD  
 SUITE 200  
 DULUTH, GEORGIA 30096  
 (770) 381-3450  
 24 HOUR EMERGENCY CONTACT  
 MR. JEFF ENDRIS (770) 381-3450



**TPA**  
 CONSULTANTS ENGINEERS ARCHITECTS & LANDSCAPE ARCHITECTS  
 TRAVIS PRUITT AND ASSOCIATES, INC.  
 4317 PARK DRIVE, SUITE 400, ROCKDALE, ILLINOIS 60069  
 PHONE (708) 479-1111 FAX (708) 479-1118 WWW.TPA-PRUITT.COM

FOR THE FIRM  
 TRAVIS PRUITT & ASSOC., INC.  
 DRAWN BY: DMG, CHD BY: JN, 03/26/03 OR 03/26/04 PULTE/TPA/16, 16 FR 116-C-2228(p)

sidewalk & part of  
Forsyth County right of way.



**REFERENCE PLAT:**  
FINAL PLAT FOR FIELDSTONE GLEN, POD A, PHASE 1, BY TRAVIS PRUITT & ASSOCIATES AND RECORDED IN PLAT BOOK 83, PAGES 101-107, ON 08-27-04.

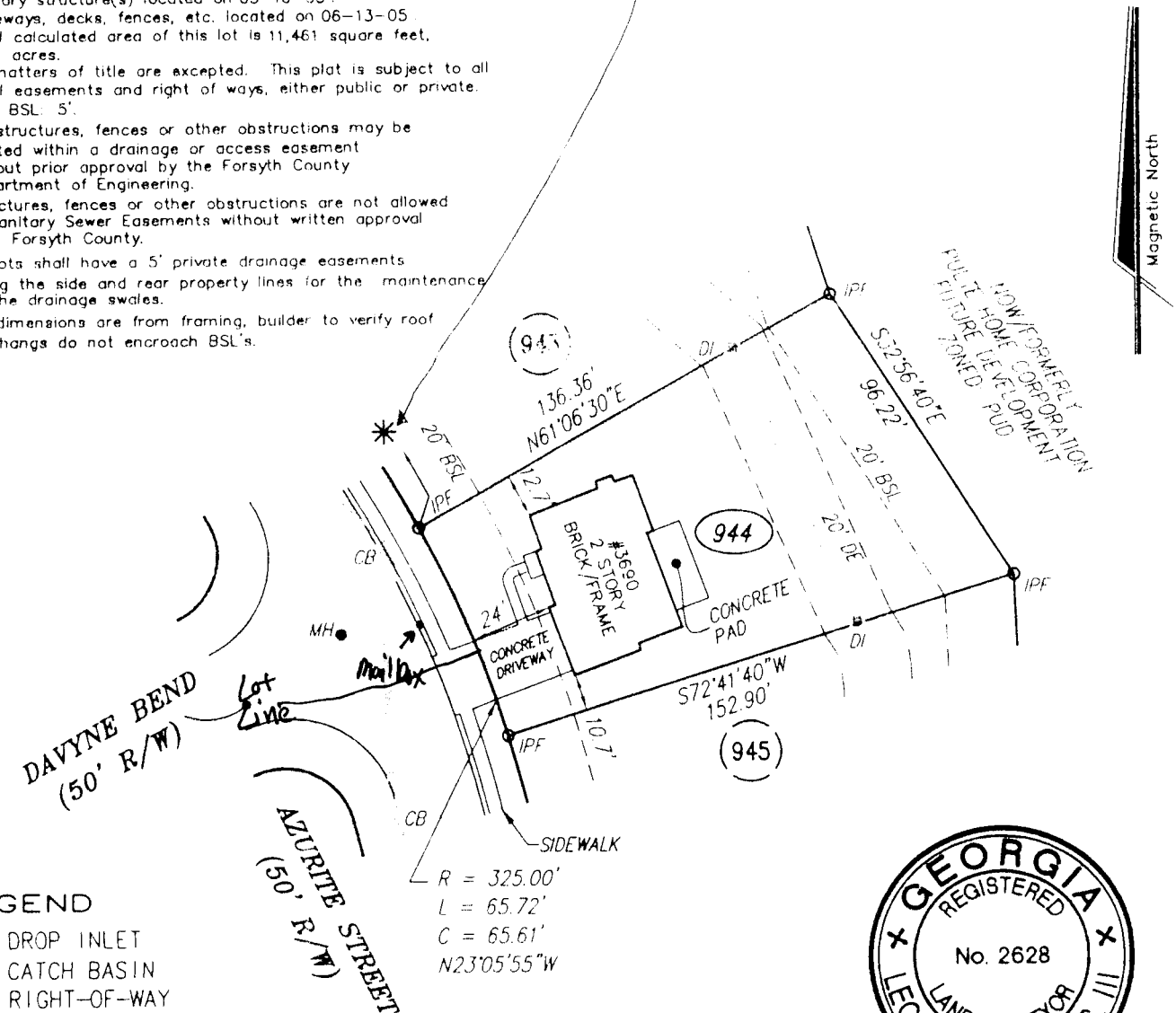
**FLOOD HAZARD NOTE**  
This house does not lie within a 100 year flood hazard zone as defined by the F.E.M.A. Flood Insurance Rate Map of Forsyth County, Georgia and Incorporated Areas, Map Number 13117C 0080 D dated June 18, 1990.

This map or plat has been calculated for closure and is found to be accurate within 1 foot in 152,232 feet.  
This plat has been prepared using a TopCon 603 Instrument.  
The field data upon which this map or plat is based has a closure precision of (1) foot in 10,000+ feet and an angular error of 2 seconds per angle point, and was adjusted using compass rule.

**Notes:**

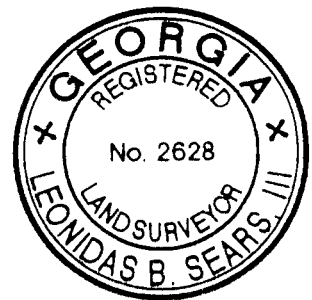
1. This survey was authorized by Pulte Home Corporation.
2. Primary structure(s) located on 03-16-05.
3. Driveways, decks, fences, etc. located on 06-13-05.
4. Total calculated area of this lot is 11,461 square feet, 0.26 acres.
5. All matters of title are excepted. This plat is subject to all legal easements and right of ways, either public or private.
6. Side BSL: 5'.
7. No structures, fences or other obstructions may be located within a drainage or access easement without prior approval by the Forsyth County Department of Engineering.
8. Structures, fences or other obstructions are not allowed in Sanitary Sewer Easements without written approval from Forsyth County.
9. All lots shall have a 5' private drainage easements along the side and rear property lines for the maintenance of the drainage swales.
10. All dimensions are from framing, builder to verify roof overhangs do not encroach BSL's.

\* 357.31' ALONG THE R/W TO THE END OF FIELDSTONE GLEN, POD A, PHASE 1.

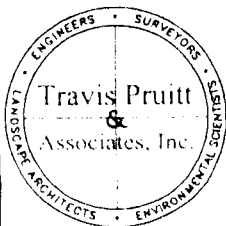


**LEGEND**

- DI DROP INLET
- CB CATCH BASIN
- R/W RIGHT-OF-WAY
- IPF IRON PIN FOUND
- S- SANITARY SEWER LINE
- BSL BUILDING SETBACK LINE
- — STORM SEWER LINE
- DE DRAINAGE EASEMENT
- MH SANITARY SEWER MANHOLE



FOR THE FIRM  
TRAVIS PRUITT & ASSOC., INC.



4317 Park Drive - Suite 400  
Norcross, Georgia 30093  
Phone (770)416-7511  
Fax (770)416-6759  
www.travispruitt.com

Contact Person  
JALANE ROLADER

LOAN PLAT FOR  
3690 AZURITE STREET

**FIELDSTONE GLEN  
POD A, PHASE 1  
LOT 944**

LAND LOT 1217 - 3RD DISTRICT  
FORSYTH COUNTY, GEORGIA

DATE: JUNE 15, 2005

SCALE: 1" = 50'

CN: L-944-PL

JN: 01-04-0313

FN: PULTE

DRAWN BY: REP

Sheet No. 1 of 1