

BridgeMill Community Association
3440 Sixes Road
Canton, Georgia 30114

(Above Space Reserved for Recording)

After recording, return to:

William T. McKenzie, Esq.
Burr & Forman, LLP
171 17th Street NW, Suite 1100
Atlanta, Georgia 30363

CROSS REFERENCE TO:

Declaration of Protective Covenants, [Etc.]
for BridgeMill, recorded at Deed Book 2918,
Page 244, Cherokee County, Georgia records,
as amended.

STATE OF GEORGIA

COUNTY OF CHEROKEE

**DEED OF GIFT AND DESIGNATION
OF SUCCESSOR DECLARANT**

THIS INDENTURE, made effective as of the 1st day of July, 2005, between **BRIDGEMILL, LLC**, a Georgia limited liability company, *f/k/a* Gold Mill, LLC (hereinafter "Grantor"), and **BRIDGEMILL COMMUNITY ASSOCIATION, INC.**, a Georgia non-profit corporation (hereinafter "Grantee");

WITNESSETH:

THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby transfer and convey unto Grantee all Grantor's right, title and interest in and to that land in **Cherokee County, Georgia**, and being more particularly described in **Exhibit "A"** attached hereto and made a part hereof, together with all buildings and other improvements located thereon, if any, together with all rights, members and appurtenances in any manner appertaining or belonging to said property (collectively the "Property");

TO HAVE AND TO HOLD the Property unto Grantee forever in fee simple; subject only to the matters (hereinafter the "Permitted Exceptions") set forth in **Exhibit "B"** attached hereto and made a part hereof. Grantor shall warrant and forever defend the right, title and interest to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, except for claims arising under and by virtue of the Permitted Exceptions. "Grantor" and "Grantee" shall include their respective heirs, successors and assigns;

THIS CONVEYANCE is made pursuant to the provisions of that certain Declaration of Covenants, Conditions, Restrictions and Easements for BridgeMill, recorded at Deed Book 2918, Page 244, Cherokee County, Georgia records, as amended (the "Declaration").

THE "PROPERTY" CONVEYED HEREBY is currently shown as lots in recorded subdivision plats. However, Grantor (as current "Declarant" under the above Declaration) hereby designates such lots (that is, the Property described on Exhibit "A" hereto) as "Common Property" as defined in the Declaration, and hereby restricts the use of the Property as open area/Common Property. Grantee may elect to landscape and/or construct improvements on same; however, no part of the Property may hereafter be used or sold as residential lots or as residences.

FURTHER, PURSUANT TO THE DECLARATION, Grantor hereby designates and appoints BRIDGEMILL COMMUNITY ASSOCIATION, INC. ("BMCA") as the successor "Declarant" under the Declaration, and BMCA shall hereafter be considered the successor Declarant under the Declaration; provided, however, as a condition to its appointment as successor Declarant, BMCA agrees to cooperate with BridgeMill Golf Venture, LLC ("BMGV") in any future boundary line agreement (including quitclaim conveying of parcels incident to or in lieu of any such boundary line agreement) pertaining to property owned by BMGV and BMCA where, for example, surveys show property owned of record by BMCA is and has actually been used as part of BGMV's property and facilities, and this agreement to cooperate and enter into boundary line agreement as described hereinabove on the part of BMCA is expressly intended to and shall bind BMCA and all future boards of directors of BMCA.

IN WITNESS WHEREOF, Grantor has executed this Deed under seal effective as of the day and year first above written.

GRANTOR:

BRIDGEMILL, LLC,
a Georgia limited liability company
(/k/a Gold Mill, LLC)

By: Jefferson Development Company,
a Texas corporation,
Manager

By: Don C. Davis
Don C. Davis,
Vice President

Signed, sealed and delivered
in the presence of:

James Corp
Official Witness
Susan Keele
Notary Public

[NOTARIAL SEAL]
SEAL

[CORPORATE SEAL]

SEAL

[Execution continued on next page]

Signed, sealed and delivered
in the presence of:

Jenny Cox
Unofficial Witness
Jean Kelly
Notary Public

[NOTARIAL SEAL]

**AGREED AND CONSENTED TO
BY GRANTEE:**

**BRIDGEMILL COMMUNITY
ASSOCIATION, INC.,**
a nonprofit corporation

By: Don C. Davis
Name: Don C. Davis
Title: President

[CORPORATE SEAL]

SEAL

COPY

EXHIBIT "A"

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND in Cherokee County, Georgia, as follows:

- 1) Property in Land Lots 284 and 285, 15th District, 2nd Section, Cherokee County, Georgia, consisting of Lot Nos. 1592, 1593, 1608, 1609, 1610, 1611, and 3518 as shown on Plat of BridgeMill Subdivision, Phase 1F, as per plat recorded at Deed Book 61, Page 135, Cherokee County, Georgia records.
- 2) Property in Land Lot 218, 15th District, 2nd Section, Cherokee County, Georgia, consisting of Lot No. 1256 as shown on Plat of BridgeMill Subdivision, Phase 1E, as per plat recorded at Deed Book 59, Page 132, aforesaid records.
- 3) Property in Land Lot 325, 21st District, 2nd Section, Cherokee County, Georgia, consisting Lot No. 2163 as shown on Plat of BridgeMill Subdivision, Unit 2E, as per plat recorded at Deed Book 63, Page 184, aforesaid records.
- 4) Property in Land Lots 82 and 135, 15th District, 2nd Section, Cherokee County, Georgia, consisting of Lot Nos. 3180 and 3181 as shown on Plat of BridgeMill Subdivision, Unit 3L, Phase 1, as per plat recorded at Deed Book 72, Page 76, aforesaid records.

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EXHIBIT "B"

- 1) Real property taxes applicable to subject property for year 2005 and subsequent years.
- 2) All matters which would be shown by a current survey and inspection of the subject property, and as may be shown on all recorded subdivision plats affecting the subject property.
- 3) Declaration of Covenants, Conditions, Restrictions and Easements for BridgeMill, recorded at Deed Book 2918, Page 244, Cherokee County, Georgia records, as amended.
- 4) All non-monetary covenants, conditions, restrictions, easements and encumbrances of record applicable to the subject property.
- 5) The use restriction set forth in the within and foregoing Deed of Gift.

COPY