

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

**NOTICE OF TRANSFER
COVENANT FEE**
(S.C. Code Ann § 27-1-70)

THIS TRANSFER FEE ACKNOWLEDGMENT is made this 12 day of ^{June} ~~May~~, 2012 by Spanish Moss Development LLC, a South Carolina limited liability company and Harmony Holdings, LLC [hereinafter the "Founder"].

A. On March 8, 2001, the Founder executed the by the Declaration of Covenants, Conditions and Restrictions for Harmony Township, Inc (hereinafter "Harmony"). The Declaration was filed on March 8, 2001 in Deed Book 1161, at page 271 in the Office of the Register of Deeds for Georgetown County, South Carolina (hereinafter "Declaration").

B. Article X of the Declaration provides for a transfer fee to be assessed upon the sale and transfer of title to any Lot, Commercial Lot, or Special Lot in Harmony.

C. Although the Founder believes that the transfer fee is not a Transfer Fee Covenant since it is excluded by S.C. Code Ann, § 27-1-70(A)(4)(c), nevertheless, and out of an abundance of caution, the Founder has elected to file this Notice of Transfer Fee Covenant pursuant to said statute

NOW THEREFORE, for valuable consideration and pursuant to S.C. Code Ann. § 27-1-70, the Founder s providing

1. The amount or basis by which the transfer fee covenant is calculated is set forth in Article X of the Declaration as follows:

§10-101 Authority to Collect Transfer Fee:

Except as otherwise provided in this Article, upon the sale and transfer of title to any Lot, Commercial Lot or Special Use Lot in Harmony, the transferring Titleholder shall pay to the Township, a transfer fee in the amount off one tenth of one percent(.1%)of the total cost ti the purchaser of the Lot, Commercial Lot or Special Use Lot and any improvements on the Lot, Commercial Lot or Special Use Lot, as such cost is shown by the amount of tax imposed by Georgetown County, South Carolina on the transfer of title, but excluding, taxes and stamps or other fees charged by Georgetown County, South Carolina on such transfer. Such transfer fee shall be the personal obligation of the transferring Titleholder and, in addition, the Township shall have a lien against the Lot, Commercial Lot or Special Use Lot to secure payment of such transfer fee. Such lien shall be prior and superior to all other liens except (a) the Township's lien

for assessments under §2-104, and (b) such liens as have priority over the Township's lien under that Section. Such lien may be enforced by the Township by suit, judgment and foreclosure in the same manner as the Township's lien for assessments under §2-104.

2. The actual dollar-cost examples for a home priced at two hundred fifty thousand dollars, five hundred thousand dollars, and seven hundred fifty thousand dollars are as follows:

Sale Price	Transfer fee
\$250,000.00	\$250.00
\$500,000.00	\$500.00
\$750,000.00	\$750.00

3. The transfer fee covenant shall not expire.

4. The transfer fee shall be paid upon the sale and transfer of title to any Lot, Commercial Lot or Special Use Lot in Harmony. Subject to further notice to the Members or to the closing attorney, payment shall be made to Harmony Township, Inc., 11822 Highway 17 Bypass South, Murrells Inlet, SC 29576. The contact telephone number is 843-357-9888.

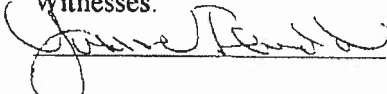
IN WITNESS WHEREOF, Spanish Moss Development, LLC, a South Carolina limited liability company and Harmony Holdings, LLC, as Founders, have executed this Notice of Transfer Fee Covenant on the day and year first above written.

Spanish Moss Development, LLC

By: Harmony Development Company, LLC

Its: Sole Member

Witnesses:



YVONNE FLOOD



Charles R. Thompson (L.S.)

Chuck Thompson (a/k/a Charles R. Thompson)

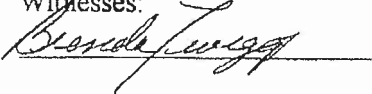
Its: President

Harmony Holdings, LLCC

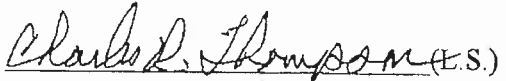
By: Harmony Development Company, LLC

Its: Sole Member

Witnesses:



BRENDA TWIGGS



Charles R. Thompson (L.S.)

Chuck Thompson (a/k/a Charles R. Thompson)

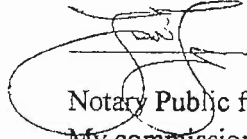
Its: President

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

ACKNOWLEDGEMENT

I, the undersigned Notary Public for the County and State aforesaid, do hereby certify this the day ___ of June, 2012, that Chuck Thompson (a/k/a Charles R. Thompson), as President of Chuck Thompson and Sons, Inc. sole member of Harmony Development Company, LLC, which is the sole member of Founder personally known to me, personally appeared before me this day and acknowledged that he voluntarily signed the foregoing instrument on behalf of the Founder for the purposes therein by its authority duly given. And Chuck Thompson (a/k/a Charles R. Thompson) voluntarily acknowledged said instrument to be the act and deed of the Founder.

(Seal)


Notary Public for South Carolina
My commission expires: 12/12/17