

Susan Kessler
Colleton County Register Of Deeds

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2025003342	
DEED (VAC TIMESHARE OWNERSHIP)	
RECORDING FEES	\$10.00
STATE TAX	\$13.00
COUNTY TAX	\$5.50
PRESENTED & RECORDED	
07/15/2025 08:16:24 AM	
SUSAN KESSLER	
REGISTER OF DEEDS	
COLLETON COUNTY, SC	
BK: RB 3459	
PG: 109-113	

SUSAN KESSLER
REGISTER OF DEEDS COLLETON COUNTY SOUTH CAROLINA

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Contract Number: 000259602928
This Instrument Prepared By:
Ramona Harrington
Edisto Beach, South Carolina

Sales Price: \$4,900.00
Bay Point at Edisto Condominiums
Horizontal Property Regime, Phase IV
T.M.S.:354-08-00 227

VACATION TIME SHARING OWNERSHIP DEED

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

THIS VACATION TIME SHARING OWNERSHIP DEED, made this 01-27-2025, by and between **LARRY R WARDEN AND CAROL E WARDEN (HUSBAND AND WIFE)**, whose address is 1 KING COTTON RD, EDISTO BEACH, SC 29438, "Grantor(s)" Fidelity National Title Insurance Company, a Florida corporation, successor by merger with Lawyers Title Insurance Corporation, "Grantee" as Nominee for Wyndham Vacation Resorts, Inc., a Delaware corporation, whose address is 6277 Sea Harbor Drive, Orlando, FL 32821 and who has a principal office at Edisto Beach, South Carolina, of the County of Colleton and State of South Carolina, as Beneficial Owner, et al, under the terms and provisions of a Title Clearing Agreement dated May 27, 2004, as amended and restated;

WITNESSETH:

That the Grantor(s), in consideration of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration to them paid by the Grantee, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey, subject to the previous assignment of use, possessory and occupancy rights to Fairshare Vacation Owners Association, Trustee, recorded in Book 655, Page 315 pursuant to the terms and conditions of the Fairshare Vacation Plan Use Management Trust Agreement ("Trust Agreement") and recorded in Book 529, Page 135, et seq. and the restrictions, easements, and conditions contained in the Declaration of Horizontal Property Regime, Master Deed, and Bylaws applicable thereto, and amendments and supplements thereto all as recorded in the public records of Colleton County, South Carolina, unto the aforesaid Grantees, their heirs, devisees, successors and assigns the following described property:

A **52,500/56,952,000** undivided fee simple absolute interest in Units 968, 969, 970, 971, 972, 973, 974 and 975 as tenants in common with the other undivided interest owners of said Units in Building 3

of Bay Point at Edisto Condominiums Horizontal Property Regime, Phase IV and as recorded in Plat Book 638, Page 9, and as further described in the aforesaid Declaration of Horizontal Property Regime, Master Deed, and Bylaws, applicable thereto, as recorded in Book 411, Page 57, et seq., and any amendments and supplements thereto, all in the Office of the Clerk of Court of Colleton County, South Carolina, together with an undivided interest in the common areas as described in said Declaration, which undivided interest has been assigned 105,000 Fairshare Plus Points symbolic of said property interest. Said points shall be renewed only every Biennial year for use in reserving property subjected to the terms of the Trust Agreement in such Odd year.

Being part of or the same property conveyed to the Grantor(s) by Deed from Fairfield Communities Inc recorded in the official land records for the aforementioned property on 2-21-1997, at Deed Book/Page 761 / 239 and being further identified in Grantee's records as the property purchased under Contract Number 000259602928.

This conveyance is subject to and by accepting this Deed, each Grantee does hereby agree to assume the following:

1. Taxes for the current year and subsequent years; 2. Conditions, restrictions, limitations, reservations, easements, and other matters of record including but not limited to: (a) That certain Declaration of Covenants and Restrictions of Oristo Property Owners Association, Inc., recorded in Book 195 at Page 310, as amended by that certain First Supplemental Declaration thereto recorded in Book 438 at Page 22 on December 28, 1988, and as may be further amended and supplemented; (b) that certain Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all property in the Oristo Subdivision on Edisto Beach, South Carolina, recorded in Book 195 at Page 347, as may further amended and supplemented; 3. Declaration of Horizontal Property Regime, Master Deed and Bylaws, as recorded in Book 411, Page 57, et seq., and as may be amended and supplemented; 4. Fairshare Vacation Plan Use Management Trust Agreement and Use Restriction, and any supplements or amendments thereto or hereafter filed; and Fairshare Vacation Ownership Assignment Agreement and Use Restriction; 5. Any liens created by a Grantee's failure to pay property owner's fees, dues and/or assessments.

TO HAVE AND TO HOLD unto Grantees and Grantees' heirs, executors, administrators, successors and assigns forever; subject, however, to the restrictions, easements, and other conditions hereinabove contained. Authority is hereby given from each Grantor to Grantee or a designee of Grantee to execute any and all instruments necessary to effect the recordation of this Vacation Time Sharing Ownership Deed, including, by way of illustration, declaration of property value, affidavit of consideration, seller's tax declaration and correction of clerical errors.

And Grantor(s), do(es) hereby fully warrant the title of the property hereby conveyed and will defend the same against the lawful claims of all persons whomsoever.

The plural number as used herein shall equally include the singular and vice versa. The masculine or feminine gender as used herein shall equally include the neuter.

IN WITNESS WHEREOF, Grantor(s) has caused these presents to be signed this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

Larry R. Warden
Grantor: LARRY R WARDEN

Witness #1 Signature

Print Name: Amos Street

LLOYD B. HILL

Witness #2 Signature

Print Name: Lloyd B. Hill

STATE OF NC

)

) ss.

COUNTY OF Forsyth

)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 3rd day of Feb., 2025 by LARRY R WARDEN, who is personally known to me or has produced a photographic ID or driver's license as a type of identification and who did not take an oath.



Signature: Annette Barry

Print Name: Annette Barry

Notary Public, State of NC

Serial Number, if any: 201424500071

My Commission Expires: Aug. 8, 2028

Carol E Warden
Grantor: CAROL E WARDEN

Witness #1 Signature

Print Name: Amos Street

LLOYD B. HILL

Witness #2 Signature

Print Name: Lloyd B Hill

STATE OF NC

)

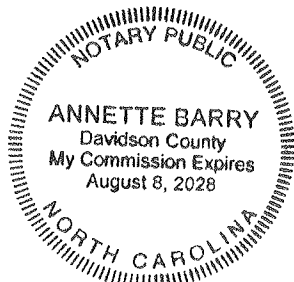
) ss.

COUNTY OF Forsyth

)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 3rd day of Feb., 2025 by CAROL E WARDEN, who is personally known to me or has produced a photographic ID or driver's license as a type of identification and who did not take an oath.



Signature: Annette Barry

Print Name: Annette Barry

Notary Public, State of NC

Serial Number, if any: 201424500071

My Commission Expires: Aug. 8, 2028

Affidavit

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred in Unit Number 0000, Unit Week Number(s) 00 in Bay Point at Edisto Condominiums Horizontal Property Regime, Phase IV at 1 KING COTTON RD, EDISTO BEACH, SC 29438, bearing Colleton County Tax Map Number _____, was transferred by Warranty Deed from 000259602928 to Fidelity National Title Insurance Company on 03/24/2025.
3. Check one of the following: The deed is
 - (a) X subject to the deed recording fee as a transfer fee for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deeding recording fee because (See Information section of affidavit); The deed is being reconveyed to Grantee.
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit):
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$4,900.00.
 - (b) _____ The fee is computed on the fair market value of the reality which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty established for property tax purposes which is _____.
5. Check Yes _____ or No X to the following: A lien encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$4,900.00
 - (b) Place the amount listed in item 5 above here: \$ 0
(If no amount is listed, place zero here.)
 - (c) Subtract line 6(b) from 6(a) and place result here: \$4,900.00
7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$18.50.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: an Authorized Representative of Wyndham Vacation Resorts, Inc..
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 24th day of March,
2025

Irís Delgado
Notary Public for
Orange County, Florida

My Commission Expires: 02/03/2026



IRIS DELGADO
Notary Public
State of Florida
Comm# HH224331
Expires 2/3/2026

Ariel Rodriguez
Responsible Person Connected with the Transaction
Ariel Rodriguez
Print or type the above name here