

COLLETON COUNTY ASSESSOR

Tax Map:

354-03-00-272 thru

354-03-00-279

Date: 07/15/2025

THOMAS W. HILL - TWH

Susan Kessler
Colleton County Register Of Deeds

As evidenced by the instrument number shown below, this document
has been recorded as permanent record in the archives of the
Office of the Colleton County Register Of Deeds



2025003352	
DEED (VAC TIMESHARE OWNERSHIP)	
RECORDING FEES	\$10.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
PRESENTED & RECORDED	
07/15/2025 01:33:25 PM	
SUSAN KESSLER	
REGISTER OF DEEDS	
COLLETON COUNTY, SC	
BK: RB 3459	
PG: 160-164	

SUSAN KESSLER
REGISTER OF DEEDS COLLETON COUNTY SOUTH CAROLINA

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Contract Number: 000159500958
This Instrument Prepared By:
Ramona Harrington
Edisto Beach, South Carolina

Sales Price: \$6,500.00
Bay Point at Edisto Condominiums
Horizontal Property Regime, Phase V
T.M.S.:354-08-00

VACATION TIME SHARING OWNERSHIP DEED DEED IN LIEU OF FORECLOSURE

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

THIS VACATION TIME SHARING OWNERSHIP DEED, made this 6/9/2025, by and between **NANCY DAVEY EXEC OF THE MICHAEL BROCKINGTON ESTATE**, 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 319 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 77,000/56,952,000 undivided fee simple absolute interest in Units 976, 977, 978, 979, 980, 981, 982 and 983 as tenants in common with the other undivided interest owners of said Units in Building 4

of Bay Point at Edisto Condominiums Horizontal Property Regime, Phase V and as recorded in Plat Book 626, Page 8, 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 77,000 Fairshare Plus Points symbolic of said property interest. Said points shall be renewed only every Annual year for use in reserving property subjected to the terms of the Trust Agreement in such Each year.

Being part of or the same property conveyed to the Grantor(s) by Deed from **Fairfield Resorts Inc.** recorded in the official land records for the aforementioned property on 7/23/2002, at Deed Book/Page 982 / 263 and being further identified in Grantee's records as the property purchased under Contract Number 000159500958.

This Deed is accepted in full satisfaction of Grantor's obligations to Bay Point At Edisto Council of Co-Owners, Inc. whose claims and lien rights against Grantor and the Grantor's property, whether recorded or not, were previously assigned to Grantee.

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.

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 9th day of June, 2025.

Signed, sealed and delivered in the presence of:

Nancy Davey
Grantor: NANCY DAVEY EXEC OF THE
MICHAEL BROCKINGTON
ESTATE

Trevi's Mearley

Witness #1 Signature
Print Name: Trevi's Mearley

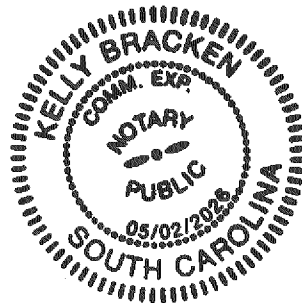
Keely Davidson

Witness #2 Signature
Print Name: Keely Davidson

STATE OF South Carolina)
COUNTY OF Greenville) ss.

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 9th day of June, 2025 by NANCY DAVEY EXEC OF THE MICHAEL BROCKINGTON ESTATE, 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: Kelly Bracken
Print Name: Kelly Bracken
Notary Public, State of South Carolina
Serial Number, if any: N/A
My Commission Expires: 05-02-2026

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

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 is located at Bay Point at Edisto Condominiums being in Colleton County, bearing Colleton County Tax Map Number(s) 354-03-00-____ was transferred by Nancy Davey, Exec of the Michael Brockington Estate, to Fidelity National Title Insurance Company, on the date stated on the attached deed.
3. Check one of the following: The deed is:
 - (a) _____ subject to the deed recording fee as a transfer 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 any other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X exempt from the deed recording fee because (please state reason below): Transferring realty whether by deed in lieu of foreclosure executed by mortgagor or deed executed pursuant to foreclosure proceedings.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked:
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES _____ or NO X to the following: A lien or 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: \$ _____
 - (b) Place the amount listed in item 5 above here: \$ _____
(If no amount is listed, place zero here)
 - (c) Subtract Line 6(b) from line 6(a) and place here: \$ _____
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____
8. As required by SC Code §12-24-70, I state that I am a responsible person who was connected with the transaction as Attorney for Plaintiff/Lienholder.
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.

Purchaser, Legal Representative of the Purchaser, or other
Responsible Person connected with the Transaction,
Print Name: Daniel C. Zickefoose

Sworn to before me this 7/10/2025

Notary Public
My Commission Expires: 3/31/2028

