

**COLLETON COUNTY ASSESSOR**

**Tax Map:**  
**354-04-00-101**  
**354-04-00-102**  
**Date: 08/15/2022**

THOMAS W. HILL - BLB

COLLETON COUNTY, SC
2022003810
DEED (VAC TIMESHARE OWNERSHIP)
RECORDING FEES \$10.00
STATE TAX \$15.60
COUNTY TAX \$6.60
06-14-2022 10:36:01 AM
DEBORAH H. GUSLER
REGISTER OF DEEDS
BK:RB 3109 PG:319-323

Contract Number: 000090101155

Ocean Ridge The Village at Edisto  
Phase IX; Building 10

Sales Price: \$5,850.00

This Instrument Prepared By:

Ramona Harrington  
 Wyndham Vacation Resorts, Inc.  
 6277 Sea Harbor Drive  
 Orlando, FL 32821

T.M.S.: 354-04-00

**VACATION TIME SHARING OWNERSHIP DEED**

STATE OF SOUTH CAROLINA )  
 )SS.

COUNTY OF COLLETON )

THIS VACATION TIME SHARING OWNERSHIP DEED, made this 09/02/2021 by and between **Rudy Rivero and Judy Rivero, as Joint Tenants with Rights of Survivorship as at Common Law**, whose address is 1 KING COTTON RD, EDISTO BEACH, SC 29438, "Grantor(s)," and **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, of the County of Colleton and State of South Carolina, as Beneficial owner, et al, under the terms and provisions of the Title Clearing Agreement dated May 27, 2004.

**WITNESSETH:**

That the Grantor(s), for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to them paid by the Grantee(s), the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey, unto the aforesaid Grantee(s), their heirs, successors, and assigns, subject to the previous assignment of use, possessory and occupancy rights to Fairshare Vacation Owners Association, Trustee, recorded in Book 910, Page 128, et seq., pursuant to the terms and conditions of the Fairshare Vacation Ownership Assignment Agreement and Use Restriction ("Trust Agreement") recorded in Book 958, Page 311, et seq. and the restrictions, easements, and other conditions contained in the "Master Deed for The Village at Edisto Horizontal Property Regime," with exhibits and amendments and supplements thereto all as recorded in the public records of Colleton County, South Carolina, the following described property, to-wit:

A **49,000/21,148,000** undivided fee simple absolute interest in **Units 680 and 681**, Building 10, as tenants in common with the other undivided interest owners of said Units

of The Village at Edisto Horizontal Property Regime, Phase IX and as shown on Survey entitled "As-Built Survey of Building 10 in Phase IX, The Village at Edisto Horizontal Property Regime owned by Fairfield Resorts, Inc. Located in Fairfield Ocean Ridge Edisto Beach, Colleton County, South Carolina," dated August 30, 2001, prepared by David Spell Surveying, recorded on December 17, 2001 in Plat Book 694, Page 2 and as further described in the aforesaid Master Deed For the Village at Edisto Horizontal Property Regime as recorded in Book

920, Page 101, et seq, with exhibits, and any amendments and supplements thereto, all as recorded 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 Master Deed, which aforesaid interests have been assigned 49,000 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.

The Property described above is a/an Annual ownership interest as described in the Master Deed and such ownership interest has been allocated 49,000 Points for use in reserving property subject to the terms of the Trust Agreement for use by the Grantee(s) in Each year(s)

Being part of or the same property conveyed to the Grantor(s) by Deed from

Fairfield Resorts recorded in the official land records for the aforementioned property on 2-21-2003, at Deed Book/Page 1664 / 19 and being further identified in Grantee's records as the property purchased under Contract Number 000090101155.

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 be further amended and supplemented;
  - (c) That certain Declaration of Covenants, Conditions, and Restrictions for Village at Edisto Gazebo and Dock Association as recorded in Deed Book 778, Page 213, and as may be further amended and supplemented;
  - (d) That certain Management Agreement between The Village Vacation Owners Association, Inc. and Fairfield Communities, Inc., dated November 9, 2000 and recorded in Book 920, Page 191;
  - (e) Amended and Restated Fairshare Vacation Plan Use Management Trust Agreement recorded in Book 818, Page 001 as amended in Book 930, Page 117, and as may be further amended and supplemented;
3. Master Deed for The Village at Edisto Horizontal Property Regime, recorded November 30, 2000 in Deed Book 920, Page 101, with exhibits, and as may be amended and supplemented;
4. Fairshare Vacation Ownership Assignment Agreement and Use Restriction, and any supplements or amendments thereto or hereafter filed; and
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 Grantee's heirs, executors, administrators, successors and assigns forever; subject, however, to the restrictions, easements, and other conditions hereinabove contained. Grantor(s) do/does hereby fully warrant the title of all the premises hereby conveyed and will defend the same against the lawful claims of all persons whomsoever. 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 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 has caused these presents to be signed this 12<sup>th</sup> day of September, 2021.

OCEANFRONT PROPERTY DISCLOSURE STATEMENT

Pursuant to S.C. Code Ann. Section 48-39-330 (1998 Supp.), as amended, the Grantors disclose to the Grantee(s) that the property or a portion thereof is or may be subject to statutory regulation imposed by The South Carolina Coastal Zone Act of 1977, S.C. Code Ann. Sections 48-39-10 et seq. (1988 Supp.), as amended by the South Carolina Beach Management Act, **S.C. Code Ann.** Sections 48-39-270 et seq. (1988 Supp.), hereinafter collectively called "the Acts". The Acts involve, and may subject the property to, the creation and existence of interim and final baselines, setback lines, the velocity zone and an erosion rate, all as is more fully defined in the Acts. Part or all of the property is or may be located seaward of the setback line, the minimum setback line or interim baseline, and has an erosion rate, all as determined by the South Carolina Coastal Council on July 1, 1988. This information is more particularly shown on those certain plats prepared for The Village at Edisto Horizontal Property Regime, Phase 1, Buildings 1 and 2, Phase 2, Building 3, Phase 3, Building 4, Phase 4, Building 5, Phase 5, Building 6, Phase 6, Building 7, Phase 7, Building 8, Phase 8, Building 9, Phase 9, Building 10, Phase 10, Building 11, Phase 12, Building 13, Phase 13, Building 14, Phase 14, Building 15, Phase 15, Building 16 and Phase 16, Building 17 whose plat recording information is as follows:

Buildings 1 and 2: Plat prepared by David Spell Surveying recorded on 11/30/2000 at Book 682, Page 8;  
Buildings 3 and 4: Plat prepared by David Spell Surveying recorded on 4/9/2001 at Book 687, Page 2;  
Buildings 5 and 6: Plat prepared by David Spell Surveying recorded on 6/18/2001 at Book 689, Page 1;  
Buildings 7 and 8: Plat prepared by David Spell Surveying recorded on 7/27/2001 at Book 690, Page 3  
Building 9: Plat prepared by David Spell Surveying recorded on 12/17/2001 at Book 694, Page 1  
Building 10: Plat prepared by David Spell Surveying recorded on 12/17/2001 at Book 694, Page 2  
Building 11: Plat prepared by David Spell Surveying recorded on 3/20/2002 at Book 696, Page 9  
Building 12: Plat prepared by David Spell Surveying recorded on 4/16/2002 at Book 697, Page 6  
Building 13: Plat prepared by David Spell Surveying recorded on 3/20/2002 at Book 696, Page 10  
Building 14: Plat prepared by David Spell Surveying recorded on 4/16/2002 at Book 697, Page 7  
Building 15: Plat prepared by David Spell Surveying recorded on 10/30/2002 at Book 702, Page 8  
Building 16: Plat prepared by David Spell Surveying recorded on 10/30/2002 at Book 702, Page 9  
Building 17: Plat prepared by David Spell Surveying recorded on 10/30/2002 at Book 702, Page 10

which plats are incorporated herein and made a part hereof by reference. All or part of the property is or may be within the velocity zone as determined by the Federal Emergency Management Agency. The Acts may also restrict the Grantee's rights to build, repair or rebuild structures on the property. No structure may be constructed seaward of the setback line without a permit issued by the South Carolina Coastal Council. Pursuant to the Acts, the locations of the baselines and interim and final setback lines are subject to change. The methodology utilized in determining the exact location of the setback lines and baselines on the property and the current applicable erosion rate may be obtained from the South Carolina Coastal Council. The methodology described above must be utilized in a case-by-case, property-by-property manner in order for an exact, surveyed determination to be made of the location of the baselines and setback lines. The Grantors make no representation to the Grantee(s) concerning the location of such baselines, setback lines, or the velocity zone, the effect of such regulation on the property, or the accuracy of the foregoing disclosure.

**THE VILLAGE AT EDISTO  
PHASES 1 THRU 16  
BUILDINGS 1 THRU 17**

Signed, sealed and delivered in the presence of:

Rudy Rivero  
Grantor: RUDY RIVERO

SM.

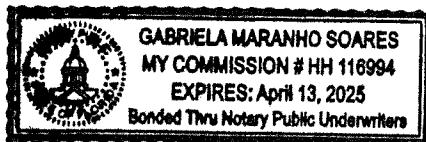
Witness #1 Signature  
Print Name: SILAS MONTEIRO SOARES

Martin D. Leichy Jr.  
Witness #2 Signature  
Print Name: Martin D. Leichy Jr.

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF MIAMI-DADE )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 12<sup>TH</sup> day of SEPTEMBER, 2021 by RUDY RIVERO, 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. (PHYSICALLY PRESENT)



Signature: Gabriela Soares  
Print Name: GABRIELA MARANHO SOARES  
Notary Public, State of FLORIDA  
Serial Number, if any: -  
My Commission Expires: APRIL 13, 2025

Judy Rivero  
Grantor: JUDY RIVERO

SM.

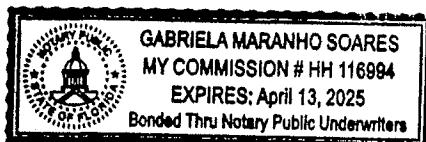
Witness #1 Signature  
Print Name: SILAS MONTEIRO SOARES

Martin D. Leichy Jr.  
Witness #2 Signature  
Print Name: Martin D. Leichy Jr.

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF MIAMI-DADE )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 12<sup>TH</sup> day of SEPTEMBER, 2021 by JUDY RIVERO, 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. (PHYSICALLY PRESENT)



Signature: Gabriela Soares  
Print Name: GABRIELA MARANHO SOARES  
Notary Public, State of FLORIDA  
Serial Number, if any: -  
My Commission Expires: APRIL 13, 2025

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 in Units 680 and 681, as a 49,000/21,148,000 undivided fee simple absolute interest in The Village at Edisto Horizontal Property Regime at 1 KING COTTON RD, EDISTO BEACH, SC 29438, bearing Colleton County Tax Map Number \_\_\_\_\_, was transferred by Warranty Deed from Rudy Rivero and Judy Rivero, as Joint Tenants with Rights of Survivorship as at Common Law to Fidelity National Title Insurance Company on 11/23/2021.
3. Check one of the following: The deed is
  - (a)  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 deed 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)  The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$5,850.00.
  - (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  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: \$5,850.00
  - (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: \$5,850.00
7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$22.20.
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 23rd day of  
November, 2021



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Notary Public for  
Orange County, Florida  
My Commission Expires: 07/13/2025



Abigail Stanglin  
Notary Public  
State of Florida  
Comm# HH150281  
Expires 7/13/2025

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Responsible Person Connected with the Transaction  
Maria Carolina Umanes  
Print or type the above name here

