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**Upon recording, please return to:**

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130 Richard Jackson Blvd.  
Panama City Beach, Florida 32407  
Attn: Legal Department

**Cross References:**

Official Records Book 2951, Page 890  
Official Records Book 3043, Page 864

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**AMENDED AND RESTATED**

**CLUB DECLARATION**

**FOR**

**ORIGINS MEMBERSHIP IN**

**WATERSOUND CLUB<sup>SM</sup>**

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**AMENDED AND RESTATED  
CLUB DECLARATION FOR  
ORIGINS MEMBERSHIP  
IN WATERSOUND CLUB<sup>SM</sup>**

**THIS AMENDED AND RESTATED CLUB DECLARATION FOR ORIGINS MEMBERSHIP IN WATERSOUND CLUB<sup>SM</sup>** (this “**Club Declaration**”) is made as of the date set forth on the signature page hereof by The Watersound Company, LLC, a Florida limited liability company (“**Declarant**”).

WITNESSETH:

**WHEREAS**, that certain Club Declaration for Watersound Membership in St. Joe Club & Resorts<sup>SM</sup> was filed of record on June 2, 2014 in Official Records Book 2951, Page 890, et seq., Walton County Public Records (hereinafter, the “**Records**”); and supplemented by that certain Supplement to Club Declaration for Watersound Membership in St. Joe Club & Resorts<sup>SM</sup> filed of record on July 24, 2014 in Official Records Book 2955, Page 2634, et seq., of the Records; and further supplemented by that certain Supplement to Club Declaration for Watersound Membership in St. Joe Club & Resorts<sup>SM</sup> filed of record on June 22, 2017 in Official Records Book 3044, Page 3643, et seq., of the Records; and further supplemented by that certain Supplement to Club Declaration for Watersound Membership in St. Joe Club & Resorts<sup>SM</sup> filed of record on September 15, 2017 in Official Records Book 3052, Page 2116, et seq., of the Records; and further supplemented by that certain Supplement to Club Declaration for Watersound Membership in St. Joe Club & Resorts<sup>SM</sup> filed of record on December 19, 2018 in Official Records Book 3092, Page 4637, et seq., of the Records; and further supplemented by that certain Supplement to Club Declaration for Watersound Membership in St. Joe Club & Resorts<sup>SM</sup> filed of record on April 25, 2019 in Official Records Book 3103, Page 2418, et seq., of the Records; and further supplemented by that certain Supplement to Club Declaration for Watersound Membership in St. Joe Club & Resorts<sup>SM</sup> filed of record on June 27, 2019 in Official Records Book 3109, Page 4093, et seq., of the Records; and further supplemented by that certain Supplement to Club Declaration for Watersound Membership in St. Joe Club & Resorts<sup>SM</sup> filed of record on October 22, 2019 in Official Records Book 3121, Page 3946, et seq., of the Records; and further supplemented by that certain Supplement to Club Declaration for Watersound Membership in St. Joe Club & Resorts<sup>SM</sup> filed of record on May 15, 2020 in Official Records Book 3142, Page 4874, et seq., of the Records; and further supplemented by that certain Supplement to Club Declaration for Watersound Membership in St. Joe Club & Resorts<sup>SM</sup> filed of record on February 2, 2021 in Official Records Book 3181, Page 1031, et seq., of the Records (such instrument as previously amended, restated and supplemented is hereinafter referred to as the “**Original Club Declaration**”); and

**WHEREAS**, pursuant to the terms of that certain Assignment of Declarant’s Rights (Club Declaration) by and between St. Joe Timberland Company of Delaware, L.L.C. and The Watersound Company, LLC, effective as of August 1, 2015, and filed of record in Official Records Book 3043, Page 864, et seq., of the aforesaid Records, all of Declarant’s rights, title and interest in, to and under the Original Club Declaration were assigned to The Watersound Company, LLC; and

**WHEREAS**, in addition to other provisions, covenants and restrictions, the Original Club Declaration provides certain rights to the “Club Owner”, as such term is defined by the Original Club Declaration; and

**WHEREAS**, Section 5.7 of the Original Club Declaration provides that the Declarant or the Club Owner shall have the right to amend the Original Club Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever; and

**WHEREAS**, the Declarant deems it appropriate to amend and restate the Original Club Declaration, including but not limited to the exhibits attached hereto; and

**WHEREAS**, the Club Owner is currently St. Joe Resort Operations, LLC, a Florida limited liability company (the “**Club Owner**”) and the Club Owner deems it appropriate to acknowledge and consent to the terms of the amendment and restatement of the Original Club Declaration, including but not limited to the exhibits attached hereto;

**NOW, THEREFORE**, pursuant to the powers retained by the Declarant under the Original Club Declaration, Declarant with the acknowledgement and consent of the Club Owner hereby amends and restates the Original Club Declaration as set forth in this Amended and Restated Club Declaration for Origins Membership in Watersound Club<sup>SM</sup> (this “**Amended and Restated Club Declaration**”). This Amended and Restated Club Declaration supersedes and replaces the Original Club Declaration.

[AMENDED AND RESTATED CLUB DECLARATION FOLLOWS]

**AMENDED AND RESTATED  
CLUB DECLARATION FOR  
ORIGINS MEMBERSHIP  
IN WATERSOUND CLUB<sup>SM</sup>**

**THIS AMENDED AND RESTATED CLUB DECLARATION FOR ORIGINS MEMBERSHIP IN WATERSOUND CLUB<sup>SM</sup>** (this declaration, as same may be hereafter amended, supplemented, revised or restated, the “**Club Declaration**”) is made this 20<sup>th</sup> day of January, 2023 by The Watersound Company, LLC, a Florida limited liability company (“**Declarant**”).

**WITNESSETH:**

**WHEREAS**, Declarant is the developer of those certain residential and resort developments commonly known and referred to as Watersound Origins<sup>SM</sup> and Watersound Origins II<sup>SM</sup> (each of which is referred to herein singularly as a “**Community**” or collectively as the “**Communities**”) located in Watersound, Walton County, Florida; and

**WHEREAS**, St. Joe Resort Operations, LLC has established a private, non-equity membership club known as the Watersound Club<sup>SM</sup> (formerly known as the St. Joe Club & Resorts<sup>SM</sup>) (the “**Club**”) that operates and manages certain parcels of property within, adjacent to, or in the vicinity of the Communities, which parcels contain recreational facilities and amenities, for the use and enjoyment of the members of the Club in accordance with the Club Documents (as such capitalized terms are defined herein); and

**WHEREAS**, in an effort to increase the level of quality and the extent of the amenities available to Owners of Lots within the Communities, Declarant and the Club have established a mandatory membership level in the Club known and referred to as the “**Origins Membership**” (formerly known as the Watersound Membership), which membership permits the use of certain designated Club Facilities, including but not limited to recreational amenities located within the Village Commons, which amenities currently include an outdoor swimming pool and a fitness facility (as such capitalized terms are defined herein); and

**WHEREAS**, Declarant desires to submit the property described on Exhibit “A” to the covenants, restrictions and easements set forth herein; and

**WHEREAS**, it is the intent of Declarant to create a covenant that touches and concerns the land, that runs with title to the land, and that shall be binding on all future Owners of the Lots located within the real property described on Exhibit “A”; and

**WHEREAS**, Declarant is the Owner of the Lots located within the real property described on Exhibit “A”, or the Owner of such Lots has consented to this Club Declaration, or the Lots were previously submitted to the Original Club Declaration;

**NOW THEREFORE**, as hereinafter set forth, Declarant hereby subjects to this Club Declaration all of the property described in Exhibit "A" and hereby declares that this real property shall be encumbered hereby.

#### **ARTICLE 1. DEFINITIONS**

The terms in this Club Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 "Amenity Fees" mean and include without limitation, any and all dues, fees and other charges established or allocated by the Club presently or in the future for the Origins Membership in accordance with the Club Documents.

1.2 "Association" or "Associations" in the singular means, with respect to the Lots in Watersound Origins<sup>SM</sup>, the Watersound Origins<sup>SM</sup> Community Association, Inc., a Florida nonprofit corporation, its successors and assigns and, with respect to the Lots in Watersound Origins II<sup>SM</sup>, the Watersound Origins II<sup>SM</sup> Community Association, Inc., a Florida nonprofit corporation, its successors and assigns, and in the plural means collectively the Watersound Origins<sup>SM</sup> Community Association, Inc. and the Watersound Origins II<sup>SM</sup> Community Association, Inc.

1.3 "Club Documents" means the Club membership agreements, the Club Membership Plan, the Rules promulgated by the Club Owner and all of the instruments and documents referred to therein, as each may be supplemented and amended from time to time.

1.4 "Club Facilities" means that certain real property and any improvements and facilities thereon that are owned and/or operated, now or in the future, by the Club Owner pursuant to the Club Documents. The Club Facilities currently include, but are not limited to, the following facilities: (a) Shark's Tooth Golf Club; (b) Camp Creek Golf Club; (c) WaterSound Beach Club; and (d) the Village Commons Club Facilities. The Club Facilities are subject to change at any time without any notice.

1.5 "Club Invitee" means a family member, domestic partner, tenant, guest or invitee of a Member of the Club or the Club who is entitled to use the Club Facilities pursuant to the provisions set forth in the Club Documents.

1.6 "Club Membership Plan" means the membership plan for the Club, as may be amended, restated and modified from time to time, which may set forth various categories of membership available at the Club and the privileges associated with each such membership category.

1.7 "Club Owner" means St. Joe Resort Operations, LLC, and/or such other third party determined by Declarant, which owns and/or operates all or any portion of the Club or the Club Facilities. Any references to the "Club" in the exercise of rights, authority or discretion, as provided for herein, shall be deemed to refer to the Club Owner and/or any person or entity designated in writing by the Club Owner to exercise such rights, authority or discretion, including any operator or manager appointed and delegated authority in writing by the Club Owner, from time to time.

1.8 "Club Property" means and shall include without limitation all real and personal property, whether located within, adjacent to, or in the vicinity of the Communities or beyond the boundaries of the Communities, that are owned and/or operated by the Club Owner pursuant to the Club Documents. The Club Property shall include, without limitation, the real property on which the Club Facilities are located, including the Village Commons Club Facilities, as well as easements and licenses

that the Club Owner owns, leases, and/or holds possessory or use rights for the common use, benefit and enjoyment of some or all of the Members and Club Invitees.

1.9 “Declaration” or “Declarations” in the singular means, with respect to the Lots in Watersound Origins<sup>SM</sup>, Amended and Restated Declaration of Covenants, Conditions and Restrictions for Watersound Origins<sup>SM</sup>, as such instrument may be amended, supplemented, and restated, and, with respect to the Lots in Watersound Origins II<sup>SM</sup>, the Declaration of Covenants, Conditions and Restrictions for Watersound Origins II<sup>SM</sup>, as such instrument may be amended, supplemented, and restated, and in the plural means collectively the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Watersound Origins<sup>SM</sup> and the Declaration of Covenants, Conditions and Restrictions for Watersound Origins II<sup>SM</sup>, as such instrument may be amended, supplemented, and restated.

1.10 “Lot” means a residential lot that is subjected to and encumbered by this Club Declaration. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon and shall include within its meaning, by way of illustration, but not limitation, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development.

1.11 “Lot Owner” or “Owner” means the owner of a Lot.

1.12 “Member” means a person subject or entitled to membership in the Club as determined by the Club Membership Plan.

1.13 “Rules” means the rules and regulations promulgated by the Club, including written and unwritten rules, policies and procedures adopted by the Club from time to time, as may be amended, restated and modified from time to time, as part of the Club Documents and governing and restricting use of the Club Facilities.

1.14 “Village Commons Club Facilities” means those certain portions of the Club Facilities, including but not limited to, those recreational amenities located within the Village Commons. The Village Commons Club Facilities currently include the following amenities: (1) an outdoor swimming pool; (2) a fitness facility; (3) playground facilities; (4) events lawn; and (5) open space. The Village Commons Club Facilities are subject to change at any time without any notice.

1.15 “Village Commons Club Property” means and shall include without limitation that portion of the Club Property, whether located within or beyond the boundaries of the Community, designated as Village Commons Club Property by this Club Declaration, an amendment or supplement to this Club Declaration, or the Club Documents. The Village Commons Club Property shall include, without limitation, the Village Commons Club Facilities.

## **ARTICLE 2. PROPERTY SUBJECTED TO THE CLUB DECLARATION**

### **2.1 Property.**

This Club Declaration governs the property described in Exhibit “A,” and any other property submitted to this Club Declaration in the future pursuant to Section 2.2. This Club Declaration shall run with title to such property and shall bind everyone having any right, title, or interest in any portion of such property. Declarant, Club Owner, and their respective legal representatives, heirs, successors, and assigns, may enforce this Club Declaration. It is the intent of Declarant to create, by this Club Declaration, a



covenant that touches and concerns the Lots, that runs with title to the land, and that shall be binding on all future owners of all Lots subject to this Club Declaration. Each Owner transferring his or her interests in a Lot shall be responsible for informing the transferee of this obligation prior to the transfer of such interests.

2.2 Annexation.

Declarant may annex any real property to the provisions of this Club Declaration with the consent of the owner of such property. Such annexation shall be accomplished by filing an amendment or a supplemental declaration describing the property being annexed in the Official Records of Walton County, Florida. Any such amendment or supplemental declaration shall be signed by Declarant and by the owner of the annexed property. Any such annexation shall be effective upon filing unless otherwise provided therein.

The Community contains a certain residential lot (the “**Excluded Lot**”), which lot is not owned by Declarant and is more particularly described on Exhibit “B” attached hereto and by this reference made a part hereof. The Excluded Lot is not subject to this Club Declaration; however, with the written consent of Declarant, the owner of the Excluded Lot may subject the Excluded Lot to this Club Declaration and encumber same hereby by duly executing and recording in the Official Records of Walton County, Florida, a consent and joinder hereto in a form approved by Declarant. Upon recording of the consent and joinder, the Excluded Lot shall be deemed a Lot for all purposes under this Club Declaration, shall be subject to this Club Declaration, and shall be encumbered hereby. The right of the owner of the Excluded Lot to subject the Excluded Lot to the Club Declaration may be subject to such processes, procedures and conditions (including, but not limited to, limitations on time for an owner to subject the Excluded Lot to the Club Declaration and imposition of fees) established by Club Owner from time to time.

**ARTICLE 3. CLUB MEMBERSHIP**

3.1 The Club.

The Club will be owned and/or operated by the Club Owner or its agent pursuant to the Club Documents. The Club will be operated and maintained for the benefit, use and enjoyment of the Lot Owners and such other persons as may be determined by Declarant and/or the Club Owner in accordance with the Club Documents.

3.2 Mandatory Club Membership.

Upon conveyance of title to a Lot by Declarant and for so long as a Lot Owner owns a Lot, each Lot Owner shall be required to maintain in good standing, at a minimum, an Origins Membership (as defined by the Club Documents) in the Club. Should the Club amend the Club Documents to rename the Origins Membership, then the renamed category of membership in the Club Documents shall be deemed to be the Origins Membership for purposes of this Club Declaration without the need to amend this Club Declaration to identify the renamed category.

3.3 Membership.

All Members shall be subject to the terms and conditions of the Club Documents. Pursuant to the terms hereof and in accordance with the Club Documents, the Club shall issue one (1) Origins

Membership for each Lot, except as otherwise determined in the sole discretion of the Club Owner pursuant to the Club Documents. If a Lot is owned by more than one (1) person, the Club may issue additional memberships as provided in the Club Documents; provided however, only one (1) Origins Membership will be transferred upon the sale or conveyance of a Lot. Upon the closing of the purchase of a Lot and in accordance with the Club Documents, the Origins Membership shall entitle each Lot Owner and their Club Invitees to membership privileges in the Club in accordance with the Club Documents. If the Owner of a Lot is not a natural person, the membership will be issued in the name of the entity and the entity shall designate as the primary member one of the Owner's bona fide partners, shareholders, or owners, or a beneficiary, trustee or settlor of the entity if the Lot is held in the name of a trust, as applicable, who will have the right to exercise all membership privileges in accordance with the provisions of the Club Documents.

An Owner shall continue to be a Member at least until he or she ceases to be an Owner of a Lot. Membership entitles the Owner to use the Village Commons Club Facilities, the Club's dock facilities at Lake Powell, the Origins golf course, and any other Club Facilities as may be designated or permitted from time to time by the Club Owner as set forth in the Club Documents. Additional terms of the Member's privileges in the Club and privileges for Club Invitees of the Member, including but not limited to any dining discounts, will be as set forth in the Club Documents.

All Lot Owners shall be subject to the usage requirements and limitations established by the Club in the Club's sole and absolute discretion. The Origins Membership does not include any privileges to use other Club Facilities (except the Village Commons Club Facilities, the Club's dock facilities at Lake Powell, and the Origins golf course) unless otherwise set forth in the Club Documents or as designated or permitted from time to time by the Club Owner. Lot Owners shall have no right of reimbursement or refund for any initiation fees or deposits related to the Origins Membership, and the Origins Membership is non-transferable except in connection with the sale of the Lot relating to such Origins Membership.

#### 3.4 Club Membership Agreement.

At or prior to the closing to acquire a Lot, a prospective Owner must apply for a membership in the Club. To apply for the membership, the prospective Owner must complete, execute and submit to Club Owner a membership agreement in such form or forms as Club Owner shall provide, acknowledging certain matters set forth herein and otherwise relating to the ownership and operation of the Club and the terms and conditions of membership. An Owner's failure to sign a membership agreement shall not excuse the Lot Owner from any obligations set forth in this Club Declaration, including, but not limited to, the Lot Owner's obligation to pay the Amenity Fees and such other fees or charges established by the Club and assessed against the Lot Owner's Lot. Use of the Club Facilities, including the Village Commons Club Facilities, shall at all times be subject to the Club Documents.

#### 3.5 Intentionally Omitted.

#### 3.6 Mandatory Club Membership Dues.

Amenity Fees shall be payable by each Lot Owner without offset, diminution or abatement for any reason. The obligation to pay the Amenity Fees shall be enforceable pursuant to the terms of the Club Documents and this Club Declaration. Each Association shall be responsible for collecting all Amenity Fees levied against the Lots subject to the jurisdiction of the Association. The Association shall pay the full amount of such Amenity Fees to the Club on or before the date that such Amenity Fees are due. No Association may claim set-off based upon the Association's inability or failure to collect such Amenity Fees from the Lot Owners. The collection of Amenity Fees through the Association shall not diminish or reduce the liability for Amenity Fees of each Lot Owner. At the Club's election, the Club

shall be entitled to directly charge and collect Amenity Fees from each Lot Owner in accordance with the Club Documents. By accepting a deed or entering into a contract of sale for a Lot, each Lot Owner is deemed to have notice of liability for the Amenity Fees and to covenant and agree to pay the Amenity Fees as established by the Club.

Unless paid in full when due, Amenity Fees shall be subject to interest, at a rate to be set by the Club (computed from the due date of the Amenity Fees and subject to the maximum interest rate limitations of Florida law), and a monthly service charge of one and one-half percent (1½%), computed from the date of the statement. All such Amenity Fees, together with any interest, applicable service charges, costs of collection and reasonable attorneys' fees shall be the personal obligation of the Lot Owner at the time the Amenity Fees arose. Upon transfer of title to a Lot, the grantee shall be jointly and severally liable for any annual dues for the Origins Membership applicable to the Lot and any associated collection costs or legal fees due to the Club at the time of conveyance. No Lot Owner shall be exempt from liability for Amenity Fees by non-use of the Club Facilities, including the Village Commons Club Facilities, suspension of the Lot Owners use privileges at the Club, abandonment of the Lot Owner's Lot or any other means, except as may be provided in the Club Documents. The obligation to pay Amenity Fees is a separate and independent covenant on the part of each Lot Owner, which covenant touches and concerns each Lot and runs with title to each Lot.

### 3.7 Lien for Club Membership Dues.

The Club shall have a lien against each Lot to secure payment of delinquent Amenity Fees, as well as interest at a rate to be set by the Club (subject to the maximum interest rate limitations of Florida law), service charges, costs of collection and reasonable attorneys' fees. Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments and other levies which by law would be superior; (ii) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value; (iii) with respect to the Lots in Watersound Origins<sup>SM</sup>, the lien(s) of the Watersound Origins<sup>SM</sup> Community Association, Inc. pursuant to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Watersound Origins<sup>SM</sup>; and (iv) with respect to the Lots in Watersound Origins II<sup>SM</sup>, the lien(s) of the Watersound Origins II<sup>SM</sup> Community Association, Inc. pursuant to the Declaration of Covenants, Conditions and Restrictions for Watersound Origins II<sup>SM</sup>, as such instrument may be amended, supplemented or restated, regardless of the date of recording of such lien(s). The Club's lien may be enforced by suit, judgment and judicial or non-judicial foreclosure as permitted under Florida law.

The sale or transfer of any Lot shall not affect the Club's assessment lien or relieve such Lot from the lien for any subsequent Club assessments. No first mortgagee who obtains title to a Lot by exercising the remedies provided in its mortgage shall be liable for unpaid Amenity Fees or other charges which accrued prior to such acquisition of title. Such mortgagee shall have no right to exercise the Club membership rights appurtenant to the Lot.

3.8 Upgrade Memberships.

Access and use of certain Club Facilities requires a separate membership. The Club may offer Lot Owners a variety of membership opportunities in addition to the mandatory Origins Membership, subject to availability and the Club Documents (“**Upgrade Memberships**”). A Lot Owner acquiring any Upgrade Membership shall not be excused from paying Amenity Fees, shall be required to pay any dues and fees related to the applicable Upgrade Membership in accordance with the Club Documents, and shall not be entitled to a credit toward either Amenity Fees or the Upgrade Membership dues and fees. If a Lot Owner terminates an Upgrade Membership, the Origins Membership and the obligation to pay Amenity Fees shall continue and shall not be terminated.

3.9 Club Property.

Every Member shall have privileges to access and use of designated Club Facilities within the Club Property in accordance in the Club Documents, and a right and nonexclusive license for the use, access and enjoyment in and to the Village Commons Club Facilities, which membership is appurtenant to and shall pass with the title to each Lot, subject to the following:

- (a) The terms, conditions and restrictions of the Club Documents;
- (b) Any restrictions or limitations contained in any deed conveying the Club Property and/or the Club Facilities to the Club Owner;
- (c) The right of the Club Owner to adopt, amend and repeal the Club Documents, including, without limitation, the Rules regulating the use and enjoyment of the Club Facilities from time to time, including, without limitation, promulgating rules and imposing additional fees regarding the use of the Club Facilities by Club Invitees, and rules limiting the number of Club Invitees who may use the Club Facilities;
- (d) The right of the Club Owner to rent, lease, and/or reserve any portion of the Club Property or Club Facilities to any Member for the exclusive use of such Member and such Member’s Club Invitees upon such conditions as may be established by the Club Owner;
- (e) The right of the Club Owner to permit use and to rent, lease, or reserve any portions of the Club Property or Club Facilities by persons other than Members, their Club Invitees, upon such conditions, if any, as may be established by the Club Owner;
- (f) The right of the Club Owner to permit other Members of the Club, prospective Lot purchasers and other invitees of the Club or Declarant to use the Club Property or Club Facilities on such terms and conditions, as may be determined from time to time by the Club Owner;
- (g) The right of the Club Owner to suspend the right of a Member to use any of the Club Facilities. (Additional rules and procedures governing a Member’s right to use the Club Facilities will be set forth in the Rules which may be promulgated by the Club Owner from time to time);
- (h) The right of the Club Owner to impose reasonable requirements and charge reasonable admission or other use fees for the use of any of the Club Facilities;
- (i) The right of the Club Owner to enter into a short term or long term management agreement or franchise agreement with a third party to permit such third party to operate all or any portion

of the Club Facilities and to impose additional fees related to use of the Club Facilities by Members and their Club Invitees;

(j) The right of the Club Owner to dedicate or transfer all or any portion of the Club Property including, without limitation, the Club Facilities;

(k) The right of Declarant or the Club Owner to conduct activities and establish facilities within the Club Property or Club Facilities as provided herein;

(l) The right of Declarant, from time to time, to restrict use of all or a portion of the Club Property or Club Facilities for maintenance or special events; and

(m) Such other rights as may be reasonably reserved to Declarant or the Club Owner in accordance with the Club Documents.

### 3.10 Ownership of Club Facilities.

Membership in the Club is not an investment in the Club, the Club Facilities, or the Club Owner and does not provide the Member with any equity or ownership interest or any other property interest in the Club, the Club Facilities, or the Club Owner, including but not limited to the Village Commons Club Facilities. Membership in the Club allows the Member to use the Club Facilities in accordance with the Club Documents as they may be amended, but does not grant to the Member a vested or prescriptive right or easement to use the Club Facilities, including but not limited to the Village Commons Club Facilities. Members do not have any interest in the income of the Club or the Club Owner and do not have the right to receive any of the Club's or Club Owner's assets if the Club is dissolved. A Member obtains only a non-exclusive revocable license to use the Club Facilities in accordance with the terms of this Club Declaration and the Club Documents, as they may be amended. Membership privileges should not be viewed or obtained as an investment, and no person obtaining membership privileges in the Club should expect to derive any economic benefits or profits from membership in the Club. Club membership does not grant any voting rights in the Club or the Club Owner.

THE CLUB OWNER HAS THE RIGHT, IN ITS ABSOLUTE DISCRETION, TO TERMINATE THE MEMBERSHIP PLAN, TERMINATE ALL MEMBERSHIPS IN THE CLUB OR ANY PARTICULAR MEMBERSHIP OR CLASSIFICATION OF MEMBERSHIP IN THE CLUB WITH OR WITHOUT CAUSE, TO SELL, LEASE, TRANSFER, DEDICATE, GRANT EASEMENTS OVER, OR OTHERWISE DISPOSE OF THE CLUB FACILITIES IN ANY MANNER WHATSOEVER TO AN EQUITY MEMBER-OWNED CLUB OR TO ANY THIRD PARTY, TO ADD, REPLACE, RENOVATE, REPURPOSE, OR CHANGE THE USE OF ANY CLUB FACILITIES AND TO REMOVE OR DISCONTINUE ANY OR ALL OF THE CLUB FACILITIES. IN ADDITION, THE CLUB OWNER HAS THE RIGHT TO AMEND AND MODIFY THE MEMBERSHIP PLAN OR THE OTHER CLUB DOCUMENTS IN ANY MANNER IT DEEMS APPROPRIATE. ALL MEMBERS AGREE TO BE BOUND BY ANY CHANGES TO THE MEMBERSHIP PLAN OR THE OTHER CLUB DOCUMENTS. The transfer of any portion of the Club Property by Club Owner shall not affect the continued validity or enforceability of this Club Declaration, unless this Club Declaration is amended or terminated in part or in whole as set forth herein.

### 3.11 Use by Club Invitees.

Any Lot Owner may extend such Lot Owner's right of use and enjoyment to Club Invitees, subject to the terms and conditions of the Club Documents, the Declaration, and this Club Declaration. An Owner who leases such Owner's Lot in accordance with the provisions of the Declaration shall be

deemed to have assigned all such rights to the tenant of such Lot during the period that the Lot is rented, such that the Lot Owner cannot use the Club Facilities unless specifically provided otherwise in the Club Documents; provided, however, the Lot Owner shall remain responsible for payment of all Amenity Fees.

If a Lot Owner has leased such Owner's Lot to a tenant, any use of the Club Facilities by such tenant shall be subject to the terms of the Club Documents and may be subject to the payment of fees and/or charges pursuant to the terms of the Club Documents, which fees and/or charges may distinguish the Member's obligations for their tenants based on the origin of the tenant's rental of the Lot. Such fees or charges may be collected in order to compensate the Club for the administrative expenses associated with issuing membership privileges to tenants of the Lot, and other expenses and may be based on the terms of the tenant's rental agreement. The Owner shall cooperate with the Club Owner in verifying the amount of any tenant use fees at the Club. Tenants may be subject to additional requirements as imposed by the Club Documents.

3.12 Use by Persons other than Lot Owners and Tenants.

The Club Owner has the right at any and all times, and from time to time, to make the Club Facilities available to Persons other than Lot Owners and Members, as it deems appropriate. Opportunities for mandatory and/or optional membership in the Club may be extended to persons other than Lot Owners within the Community, including without limitation, the owners of property in other communities and such other Persons as set forth in the Club Documents. Club Owner shall establish, as part of the Club Documents, the fees, if any, to be paid by such persons. The granting of such rights shall not invalidate this Club Declaration, reduce or abate any Owner's obligations to pay any initiation fee, membership fee or deposit or Amenity Fees pursuant to the Club Documents, or give any Owner the right to avoid any of the provisions of the Club Declaration or the Club Documents.

3.13 Declarant's Lots Excluded.

The granting of a membership and the obligation for Amenity Fees pursuant to this Club Declaration shall not apply to any Lot while owned by Declarant or any affiliate of the Declarant prior to its initial occupancy.

**ARTICLE 4. USE OF CLUB FACILITIES**

4.1 General. Use of the Club Facilities, including the Village Commons Club Facilities, shall be subject to the restrictions and conditions set forth in the Club Documents.

4.2 Rules and Regulations. The Club Owner may, from time to time, without consent of the Members, promulgate, modify, and/or delete the Rules. The Rules shall be distributed to all Members, and by all Members to their Club Invitees, prior to their use of the Club Facilities, including the Village Commons Club Facilities, and shall be binding upon Members and their Club Invitees.

4.3 Basis For Suspension. The Club membership privileges of a Member may be suspended by the Club Owner pursuant to the membership disciplinary provisions of the Club Documents. Without limiting the generality of the foregoing, Club Owner may suspend the membership privileges of a Member if, in the sole judgment of Club Owner:

(a) a Member violates one or more of the Rules or other provisions of the Club Documents;

- (b) a Club Invitee or other person for whom a Member is responsible violates one or more of the Rules or other Club Documents;
- (c) a Member fails to pay Amenity Fees in a proper and timely manner;
- (d) a Member, and/or a Club Invitee has injured, harmed or threatened to injure or harm any person within the Club Facilities, including the Village Commons Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, including the Village Commons Club Facilities, whether belonging to a third party or to the Club Owner;
- (e) such additional grounds as set forth in the Club Documents; or
- (f) there are other extenuating circumstances which warrant suspension.

The grounds for suspension are set forth more fully in the Club Documents, and each Owner is directed to request a copy thereof and become familiar therewith.

4.4 Types of Suspension. The Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any Member's or Club Invitee's privileges to use any or all of the Club Facilities, including the Village Commons Club Facilities. In addition, Club Owner may suspend some membership rights while allowing a Member to continue to exercise other membership rights. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Amenity Fees or any other fees, including, without limitation, any initiation fee, membership fee or deposit. During the restriction or suspension, Amenity Fees shall continue to accrue and shall be payable as required by the Club. Under no circumstance will a Member's privileges be restored until all Amenity Fees and other amounts due to the Club are paid in full.

4.5 Cars and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Property or Club Facilities, including the Village Commons Club Property and the Village Commons Club Facilities. Without limiting the foregoing, any person parking a car on the Club Property or within the Club Facilities assumes all risk of loss with respect to such person's car in such parking areas. Further, any Person entering the Club Property or Club Facilities, including the Village Commons Club Facilities, assumes all risk of loss with respect to such person's clothing, wallets, belts, equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, within cars or left in the pool areas.

4.6 Activities. Any Member, Club Invitee, or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club Owner, either on or off the Club Facilities, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club Property or on the Club Facilities, including the Village Commons Club Facilities, or at any activity or function operated, organized, arranged or sponsored by the Club Owner, caused by any Member or its Club Invitees. No Member may use the Club Facilities, including the Village Commons Club Facilities, for any club meeting, society event, party, or for any of the following types of functions: religious, political, charitable, fraternal, civic, or fundraising or any other function, without the prior written consent of Club Owner, which may be withheld at the Club Owner's sole and absolute discretion, in each instance.

4.7 Property Belonging to the Club Owner. Property or furniture belonging to the Club Owner shall not be removed from the area or room in which it is placed or from the Club Facilities, including the Village Commons Club Facilities.

4.8 Indemnification of Club Owner. Each Member, for itself and its Club Invitees, agrees to indemnify and hold harmless Declarant, Club Owner, The St. Joe Company, and their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") from and against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Member's membership, including, without limitation, use of the Club Facilities, including the Village Commons Club Facilities, by Members and their Club Invitees, or the interpretation of this Club Declaration, and/or any of the Club Documents and/or from any act or omission of the Club Owner of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club Owner's insurance policies.

4.9 Risk of Loss. Neither the Club Owner nor any of the Indemnified Parties shall be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club Property or Club Facilities, including the Village Commons Club Facilities, on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club Property or Club Facilities, including the Village Commons Club Facilities, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Club Declaration. No Member shall be entitled to any abatement in Amenity Fees on account of any such occurrence.

4.10 No Waiver. The failure of the Club Owner in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to the Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Member, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver by Club Owner shall be effective unless made by Club Owner in writing.

## ARTICLE 5. MISCELLANEOUS

5.1 Covenant Running with the Land. Every Lot made subject to this Club Declaration shall be burdened with the terms of this Club Declaration. This Club Declaration, including, without limitation, the obligation to maintain a membership at the Club and to pay the associated membership fees, including the Amenity Fees, shall run with title to the Lot. Every Owner, by acceptance of a deed to a Lot, shall automatically assume and agree to pay all membership fees and Amenity Fees associated with such Owner's membership, which shall become due and payable in accordance with the terms of the Club Documents.

5.2 Benefit. Each Lot Owner, by acceptance of the deed to the Lot, agrees to be bound by the terms of this Club Declaration, and agrees that all successors in title shall be bound to the provisions hereof. Each Lot Owner expressly acknowledges that the Club Facilities, including the Village Commons Club Facilities, are integrated into the scheme of development for the Community, are complementary to



use of such Owner's Lot, and, that membership in the Club is desirable and beneficial to the Owner's interest in its Lot. Each grantee of any Lot, by acceptance of a Deed therefore, hereby binds himself and his or her successors in title and assigns to the provisions hereof and expressly acknowledges that the mandatory membership in the Club granted to Owners positively impacts the viability of the recreational facilities in the area and thereby renders ownership of the Lot more valuable and desirable than it would be otherwise.

5.3 Material Consideration. All persons who shall become Owners of a Lot acknowledge that the provisions and enforceability of this Club Declaration were a material consideration in (i) the initial conveyance by Declarant of such Lot to the Owner (or his predecessor in title) and that Declarant would not have made such conveyance had this Club Declaration not been included and enforceable as provided for herein and (ii) the encumbrance by Club Facilities Owner of the Club Property to this Club Declaration and that Club Facilities Owner would not have invested substantial sums to construct the Club Facilities and would not have encumbered the Club Property had this Club Declaration not been enforceable as provided herein.

5.4 Product Purchased. There were significant other housing opportunities available to each Owner in the general location of the Communities. The Lot, and rights to utilize the Club Facilities, were material in each Owner's decision to purchase a Lot in the Community and were, for the purposes of this Club Declaration, a "single product". Each Owner understands that the Club is an integral part of the Community.

5.5 Obligation to Reference in Deeds. The grantor of any Lot hereby agrees to include in any Deed a statement that such Deed is subject to the terms of this Club Declaration. Failure to have such statement shall not waive any terms of this Club Declaration.

5.6 Disclosure. Each Owner acknowledges that full disclosure of the nature of the Club, current drafts of the Club Documents, and obligations associated therewith was made and provided to the Owner prior to the Owner's execution of a contract to purchase a Lot, and the Owner was afforded the opportunity to consult with an attorney. Each Owner acknowledges that no representations or warranties that are inconsistent with this Club Declaration, either verbal or written, have been made by Declarant Club Owner, and if made, may not be relied upon.

5.7 Implied Rights; Club Owner Authority. The Club Owner may exercise any right and/or privilege given to it expressly by this Club Declaration or reasonably implied from or reasonably necessary to effectuate any such right or privilege.

5.8 Dedication of or Grant of Easements on Club Property. The Club Owner may dedicate or grant easements or cross-easements across portions of property owned by the Club Owner to any local, state, or federal governmental or quasi-governmental entity, or to any public or private utility company.

5.9 Duration. This Club Declaration is intended to have perpetual duration, but shall be effective for a minimum of thirty (30) years from the date it is recorded, subject to the right of Declarant and the Club Owner to amend it as provided in Section 5.7. After the initial 30-year period, it shall automatically be extended for successive 10-year periods in perpetuity unless, within the 12-month period preceding any extension, an instrument signed by the then Owners of at least 75% of the Lots and the Club Owner agreeing to terminate this Club Declaration is recorded. If any provision of this Club Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire ninety (90) years after this Club Declaration is recorded.

5.10 Amendment. Declarant and the Club Owner shall each have the separate right to amend or terminate this Club Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's and the Club Owner's right to amend or terminate under this provision is to be construed as broadly as possible. By way of example and not by way of limitation, Club Owner may (i) terminate this Club Declaration (and all rights and obligations hereunder) in the event of partial or full destruction of the Club Facilities or in conjunction with a termination of the Club Documents and/or the ceasing of operation of the Club, (ii) elect, with the joinder of the owner of the property being subjected, to subject additional property to this Club Declaration and designate such property as additional Club Property or Lots by amendment recorded in the Public Records, or (iii) elect, with the joinder of the owner of the property being removed, to remove portions of the Club Property or Lots from the benefit and encumbrance of this Club Declaration by amendment recorded in the Public Records. Each Owner agrees that he, she or it has no vested rights with respect to any provision in this Club Declaration. Any amendment to this Club Declaration shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted.

5.11 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

5.12 Conflicts. In the event of any conflict between this Club Declaration and the Club Documents, as either may now exist or hereafter be amended, the Club Documents shall control. The Club Documents may not be recorded; therefore, each Owner agrees to obtain a copy of unrecorded Club Documents from Club Owner and become familiar with them.

5.13 Interpretation of Club Declaration and Club Documents. In the event there is any ambiguity or question regarding the provisions of this Club Declaration or the Club Documents, Club Owner's determination of such matter shall be conclusive and binding.

5.14 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

5.15 Release. BEFORE ACCEPTING TITLE TO A LOT, EACH LOT OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB DECLARATION. BY ACCEPTANCE OF TITLE TO A LOT, EACH LOT OWNER ACKNOWLEDGES THAT HE, SHE OR IT HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT, CLUB OWNER AND CLUB FACILITIES OWNER ARE RELYING ON EACH LOT OWNER CONFIRMING IN ADVANCE OF ACQUIRING A LOT THAT THIS CLUB DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT, CLUB OWNER AND CLUB FACILITIES OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH LOT OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER, CLUB FACILITIES OWNER AND DECLARANT TO SUBJECT THE CLUB PROPERTY AND LOTS TO THIS CLUB DECLARATION, EACH LOT OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, CLUB FACILITIES OWNER OR DECLARANT AND THEIR AFFILIATES AND THEIR PARTNERS, SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ASSIGNS FROM ANY AND ALL

LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH LOT OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF LOT OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, CLUB FACILITIES OWNER OR DECLARANT AND THEIR OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND THEIR AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

[Signatures follow on next page]

IN WITNESS WHEREOF, Declarant has caused these presents to be duly executed this 20 day of January, 2023.

DECLARANT: THE WATERSOUND COMPANY, LLC, a Florida limited liability company

Witnesses:

[Signature]  
Print Name: CHRIS BARR

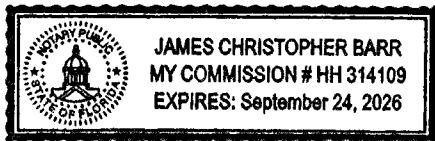
[Signature]  
Print Name: Shelby Husband

By: [Signature]  
Name: Marek Bakun  
Title: EVP

STATE OF FLORIDA

COUNTY OF BAY

The foregoing instrument was acknowledged before me this 20 day of January, 2023, by Marek Bakun, as EVP of The Watersound Company, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me.



[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGEMENT AND CONSENT

CLUB OWNER: ST. JOE RESORT OPERATIONS, LLC, a Florida limited liability company

Witnesses:

Chris Barr  
Print Name: CHRIS BARR

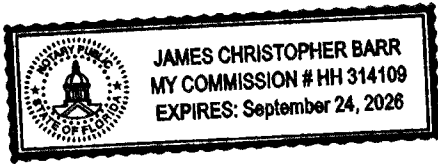
Shelby Husbands  
Print Name: Shelby Husbands

By: Patrick Murphy  
Name: Patrick Murphy  
Title: Manager and Senior Vice President - Operations

STATE OF FLORIDA

COUNTY OF BAY

The foregoing instrument was acknowledged before me this 20 day of January, 2023, by Patrick Murphy, as Manager and Senior Vice President - Operations of St. Joe Resort Operations, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me.



James Christopher Barr  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**OWNER CONSENT**

NOW, THEREFORE, THE WATERSOUND COMPANY, LLC, a Florida limited liability company (the "Owner") does hereby consent to and join in the Club Declaration and acknowledges and agrees (i) that Owner is an owner of certain lots within [select applicable]  Watersound Origins<sup>SM</sup>  Watersound Origins II<sup>SM</sup>, which lots are within the real property described on Exhibit "A" to the Club Declaration ("Owner Lots"); (ii) from and after the date this Owner Consent is recorded, the Owner Lots shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged or otherwise encumbered subject to the terms of the Club Declaration, including, without limitation, any lien rights provided to the Club therein, and (iii) that this consent and joinder shall run with title to the Owner Lots and shall be binding upon all people and entities having any right, title or interest to or in the Owner Lots, and their respective heirs, legal representatives, successors in interest and assigns.

Owner Lots: \_\_\_\_\_

**OWNER: THE WATERSOUND COMPANY, LLC,  
a Florida limited liability company**

Witnesses:

Mum Bar  
Print Name: CHRIS BARR

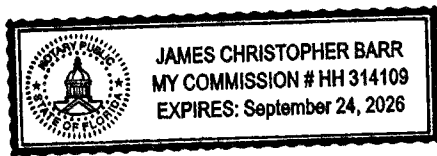
Shelby D. Husband  
Print Name: Shelby Husband

By: [Signature]  
Name: Marek Bakun  
Its: EVP  
Date of Execution: January 20, 2023

STATE OF FLORIDA

COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 20 day of January, 2023, by Marek Bakun, as EVP of The Watersound Company LLC, a Florida limited liability company, on behalf of said company, who is personally known to me.



Mum Bar  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

BUILDER CONSENT

NOW, THEREFORE, HUFF HOMES OF FLORIDA LLC, a FL LLC (the "Builder") does hereby consent to and join in the Club Declaration and acknowledges and agrees (i) that Builder is an owner of certain lots within [*select applicable*]  Watersound Origins<sup>SM</sup>  Watersound Origins II<sup>SM</sup>, which lots are within the real property described on Exhibit "A" to the Club Declaration ("Builder Lots"); (ii) from and after the date this Builder Consent is recorded, the Builder Lots shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged or otherwise encumbered subject to the terms of the Club Declaration, including, without limitation, any lien rights provided to the Club therein, and (iii) that this consent and joinder shall run with title to the Builder Lots and shall be binding upon all people and entities having any right, title or interest to or in the Builder Lots, and their respective heirs, legal representatives, successors in interest and assigns.

Builder Lots: Lots 1 - 16 and 100- 115, WATERSOUND ORIGINS LONGLEAF PARK - PHASE 1  
Lots 44, 45, and 50, GREENWAY AT WATERSOUND - PHASE 1  
Lots 3, 5, 7, 10, 11, 12, 13, 14, 15, 16, 56, 57, 58, 59, and 60, PINES AT WATERSOUND ORIGINS

BUILDER: HUFF HOMES OF FLORIDA LLC, a FL LLC

Witnesses:

[Signature]  
Print Name: Sam Vaughan

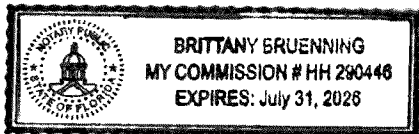
[Signature]  
Print Name: Brittany Bruening

By: [Signature]  
Name: Chandler Huff  
Its Manager  
Date of Execution: 1/24/23

STATE OF FLORIDA

COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 24 day of January, 2023, by Chandler Huff, as MANAGER of HUFF HOMES OF FLORIDA LLC, a FL limited liability company, on behalf of said company, who is personally known to me.



[Signature]  
Notary Public  
Print Name: Brittany Bruening  
My Commission Expires: July 31, 2026

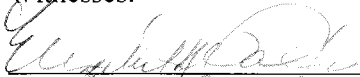
[Signature Page]


**WATERSOUND ORIGINS<sup>SM</sup> COMMUNITY ASSOCIATION INC. CONSENT**

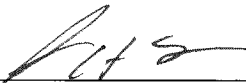
NOW, THEREFORE, Watersound Origins<sup>SM</sup> Community Association, Inc., a Florida non-profit corporation, does hereby consent to and join in the Club Declaration and acknowledges its obligations herein.

**WATERSOUND ORIGINS<sup>SM</sup> COMMUNITY ASSOCIATION INC.**, a Florida non-profit corporation

Witnesses:

  
Print Name: ELIZABETH J. ACTON

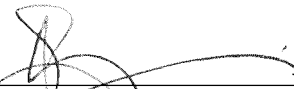
  
Print Name: Sherril A. Jankowski

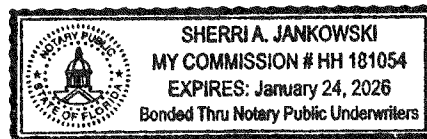
By:   
Name: Justin Smith  
Its: President  
Date of Execution: 1/23/2023

STATE OF FLORIDA

COUNTY OF BAY

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of January, 2023, by Justin Smith, as President of Watersound Origins<sup>SM</sup> Community Association, Inc., a Florida non-profit corporation, on behalf of said company, who is personally known to me.

  
Notary Public  
Print Name: Sherril A. Jankowski  
My Commission Expires: 1-24-2026





**WATERSOUND ORIGINS II<sup>SM</sup> COMMUNITY ASSOCIATION INC. CONSENT**

NOW, THEREFORE, Watersound Origins II<sup>SM</sup> Community Association, Inc., a Florida non-profit corporation, does hereby consent to and join in the Club Declaration and acknowledges its obligations herein.

**WATERSOUND ORIGINS II<sup>SM</sup> COMMUNITY ASSOCIATION INC.**, a Florida non-profit corporation

Witnesses:

*Chris Barr*  
Print Name: CHRIS BARR

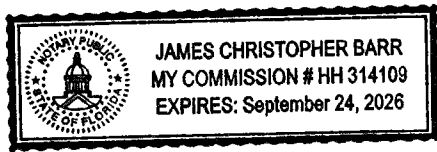
*Shelby Husbands*  
Print Name: Shelby Husbands

By: *Marek Bakun*  
Name: Marek Bakun  
Its: President  
Date of Execution: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF BAY

The foregoing instrument was acknowledged before me this 20 day of January, 2023, by Marek Bakun, as President of Watersound Origins II<sup>SM</sup> Community Association, Inc., a Florida non-profit corporation, on behalf of said company, who is personally known to me.



*James Christopher Barr*  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY**

Lots 1 through 95 of Winter Garden at WaterSound, according to the Plat thereof, as recorded in Plat Book 17, Page 68, Public Records of Walton County, Florida, less and except those Lots identified as Excluded Lots on Exhibit B.

Lots 197 through 211 of Winter Garden 2 at WaterSound Phase 1, according to the Plat thereof, as recorded in Plat Book 18, Page 11A, Public Records of Walton County, Florida, less and except those Lots identified as Excluded Lots on Exhibit B.

Lots 132 through 181, of WINTERGARDEN 3 AT WATERSOUND PHASE 1, according to the plat thereof, as recorded in Plat Book 19, Page 7 through 7D, Public Records of Walton County, Florida

Lots 96 through 131 and Lots 182 through 195 of WINTER GARDEN 4 AT WATERSOUND PHASE 1, according to the plat thereof, as recorded in Plat Book 19, Page 8 through 8D, Public Records of Walton County, Florida

Lots 1 through 14, 62 through 95 of PATHWAYS AT ORIGINS PHASE 1, according to the plat thereof, as recorded in Plat Book 20, Page 34, Public Records of Walton County, Florida.

Lots 15 through 61, and 96 through 107 of PATHWAYS AT WATERSOUND PHASE 2, according to the plat thereof, as recorded in Plat Book 20, Page 61, Public Records of Walton County, Florida.

Lots 1, 28 through 41, and 254 through 292 of STILLWATER AT WATERSOUND PHASE 1, according to the plat thereof, as recorded in Plat Book 21, Page 50-53 Public Records of Walton County, Florida.

Lots 42 through 94 of STILLWATER AT WATERSOUND - PHASE 2, according to the plat thereof, as recorded in Plat Book 21, Page 72, Public Records of Walton County, Florida

ALL THOSE TRACTS OR PARCELS OF LAND shown on that certain plat of STILLWATER AT WATERSOUND – PHASE 3, as recorded in Plat Book 21, Pages 84 through 85, of the public records of Walton County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended.

ALL THOSE TRACTS OR PARCELS OF LAND shown on that certain plat of STILLWATER AT WATERSOUND – PHASE 4, as recorded in Plat Book 21, Pages 86 through 87, of the public records of Walton County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended.

ALL THOSE TRACTS OR PARCELS OF LAND shown on that certain plat of STILLWATER AT WATERSOUND – PHASE 5, as recorded in Plat Book 22, Pages 12 through 19, of the public records of Walton County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended.

ALL THOSE TRACTS OR PARCELS OF LAND shown on that certain plat of WATERSOUND ORIGINS – NATUREWALK PHASE 1, as recorded in Plat Book 22, Page 50, of the public records of Walton County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended.

ALL THOSE TRACTS OR PARCELS OF LAND shown on that certain plat of WATERSOUND ORIGINS – NATUREWALK PHASE 2, as recorded in Plat Book 23, Pages 1 through 5, of the public records of Walton County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended.

Lots 1 through 62, GREENWAY AT WATERSOUND – PHASE 1, according to the plat thereof, as recorded in Plat Book 24, Pages 6-9 of the Public Records of Walton County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended.

Lots 82 through 92, 135, 189 through 216, 235 through 300, and 326 through 335, WATERSOUND ORIGINS – NATUREWALK PHASE 3, according to the plat thereof, as recorded in Plat Book 24, Page 31, of the Public Records of Walton County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended.

Lots 1 through 72, PINES AT WATERSOUND ORIGINS, according to the plat thereof as recorded in Plat Book 24, Page 61 – 63, of the Public Records of Walton County, Florida, as such property may be replatted from time to time or as such plat may be resided or amended.

Lots 1 through 115, WATERSOUND ORIGINS LONGLEAF PARK – PHASE 1, according to the plat thereof, as recorded in Plat Book 24, Pages 34 through 48, of the Public Records of Walton County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended.

and

BEGINNING AT THE NORTHWEST CORNER OF LOT 197, WINTER GARDEN 2 AT WATERSOUND PHASE 1 AS RECORDED IN THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG SAID CURVE

HAVING A RADIUS OF 665.00 FEET. AN ARC LENGTH OF 52.45 FEET. A CENTRAL ANGLE OF 04 DEGREES 31 MINUTES 09 SECONDS, A CHORD BEARING OF SOUTH 51 DEGREES 59 SECONDS 15 SECONDS EAST. AND A CHORD LENGTH OF 52.44 FEET TO A POINT; THENCE SOUTH 32 DEGREES 49 MINUTES 56 SECONDS WEST A DISTANCE OF 146.58 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY OF CANNONBALL LANE (40' PRIVATE RIGHT OF WAY), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG SAID CURVE HA YING A RADIUS OF 520.00 FEET. AN ARC LENGTH OF 42.03 FEET. A CENTRAL ANGLE OF 04 DEGREES 37 MINUTES 50 SECONDS. A CHORD BEARING OF NORTH 49 DEGREES 57 SECONDS 04 SECONDS WEST. AND A CHORD LENGTH OF

42.01 FEET TO A POINT ON THE EASTERN BOUNDARY OF SAID LOT; THENCE DEPARTING SAID NORTHERN RIGHT OF WAY NORTH 28 DEGREES 42 MINUTES 12 SECONDS EAST ALONG THE EASTERN BOUNDARY OF SAID LOT A DISTANCE OF 146.42 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

NOTE: It is the intent of the Declarant that all property, land, and Lots that have been previously subjected to the Original Club Declaration, whether initially or by subsequent amendment, shall remain subject to this Amended and Restated Club Declaration. This Amended and Restated Club Declaration is in no way intended to withdraw or remove any property previously subject to the Original Club Declaration from the Amended and Restated Club Declaration. To the extent that any portion of the legal description incorporated into the Original Club Declaration, including but not limited to, any Lot, is unintentionally modified in or omitted from the legal description attached to this Amended and Restated Club Declaration, such modification or omission shall not affect this Exhibit "A" and the Amended and Restated Club Declaration shall remain in full force and effect as to such modified or omitted property.

**EXHIBIT "B"**

**EXCLUDED LOT**

Lot 6 of Winter Garden at WaterSound, according to the Plat thereof, as recorded in Plat Book 17, Page 68, Public Records of Walton County, Florida.