

# READ THIS PROPERTY REPORT BEFORE SIGNING ANYTHING

This report is prepared and issued by the developer of this subdivision. It is NOT prepared or issued by the Federal Government.

Federal law requires that you receive this Report prior to your signing a contract or agreement to buy or lease a lot in this subdivision. However, NO FEDERAL AGENCY HAS JUDGED THE MERITS OR VALUE, IF ANY, OF THIS PROPERTY.

If you received this Report before you signed a contract or agreement, you may cancel your contract or agreement by giving notice to the seller any time before midnight of the seventh (7th) day following the signing of the contract or agreement.

If you did not receive this Report before you signed a contract or agreement, you may cancel the contract or agreement any time within two (2) years from the date of signing.

Name of Subdivision: Watersound Origins®  
(formerly known as WaterSound)

Name of Developer: The Watersound Company, LLC,  
a Florida limited liability company

Effective Date of Report: September 23, 2024

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COST SHEET, SIGNATURE OF SENIOR EXECUTIVE OFFICER

PURCHASER RECEIPT, AGENT CERTIFICATION, AND CANCELLATION PAGE

NOTE: In this Property Report, the words “you” and “your” refer to the buyer. The words “we,” “us,” and “our” refer to the developer or, when appropriate, the subdivision owners.

## RISKS OF BUYING LAND

The future value of any land is uncertain and dependent upon many factors. DO NOT expect all land to increase in value.

Resale of your lot may be difficult or impossible, since you may face the competition of our own marketing program, and local real estate brokers may not be interested in listing your lot.

Any subdivision will have an impact on the surrounding environment. Whether or not the impact is adverse and the degree of impact will depend upon the location, size, planning, and extent of development. Subdivisions which adversely affect the environment may cause governmental agencies to impose restrictions on the use of the land. Changes in plant and animal life, air and water quality, and noise levels may affect your use and enjoyment of your lot and your ability to sell it.

In the purchase of real estate, many technical requirements must be met in order to assure that you receive proper title. Since this purchase involves a major expenditure of money, it is recommended that you seek professional advice before you obligate yourself.

- WARNING -

THROUGHOUT THIS PROPERTY REPORT THERE ARE SPECIFIC WARNINGS CONCERNING THE DEVELOPER, THE SUBDIVISION, OR INDIVIDUAL LOTS. BE SURE TO READ ALL WARNINGS CAREFULLY BEFORE SIGNING ANY CONTRACT OR AGREEMENT.

## GENERAL INFORMATION

This report covers one hundred forty-five (145) registered lots within the master planned community known as Watersound Origins® (formerly WaterSound) located in Walton County, Florida. The owner and developer is The WaterSound Company, LLC, which we sometimes refer to herein as “Developer,” “we,” “our” and “us”. The Developer is developing the single-family lots covered by this property report which are collectively hereinafter referred to as the “Property”. See page 29 of this Property Report for a listing of the lots.

At full build out, the subdivision may include up to 1,771 lots, which may be comprised of up to 1,554 single-family homes and 217 multi-family units. The St. Joe Company owns other property in the vicinity of the subdivision. Plans for the development of this other property continue to evolve, and these plans may be constructed but the Developer is not obligated to construct these future improvements.

The St. Joe Company, our parent company, has filed applications with Walton County and Bay County for a long term master plan referred to as the Bay–Walton Sector Plan. The Bay-Walton Sector Plan was adopted by Walton County, Bay County and the Florida Department of Economic Opportunity in June 2015. The Bay-Walton Sector Plan includes approximately 110,500 acres of land owned by The St. Joe Company or its affiliated entities. The boundaries for the Bay-Walton Sector Plan are generally north of US 98, south of State Road 20 and Black Creek Road, west of State Road 77, and east of Point Washington State Forest. The Watersound Origins® subdivision is within the Bay-Walton Sector Plan.

The lots covered by this Property Report are offered to purchasers through a variety of options. You may buy a vacant lot directly from us. In addition, we may offer advance lot reservations and/or accept back-up offers for the vacant lots.

If you purchase a vacant lot from us, you will be responsible for contracting with a builder to construct a home on the lot. As more particularly discussed below and in the Declaration (defined below), we have reserved the right to implement architectural controls over, and set standards for, homes constructed on the lots covered by this Property Report and to place restrictions and obligations on the builder you may use to construct your home or other improvements on a lot.

Our contact information is set forth below:

The Watersound Company, LLC, a Florida limited liability company  
130 Richard Jackson Boulevard, Suite 200  
Panama City Beach, Florida 32407  
(850) 231-6400

Answers to questions and information about this subdivision may be obtained by telephoning us at the number listed above.

<b>THE WATERSOUND COMPANY, LLC IS BOUND TO CARRY OUT THE PROMISES AND OBLIGATIONS SET FORTH IN THIS PROPERTY REPORT.</b>
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- WARNING -

AS FURTHER DISCUSSED IN THIS PROPERTY REPORT, THERE ARE VARIOUS RECREATIONAL FACILITIES IN OR NEAR WATERSOUND ORIGINS® THAT ARE OWNED AND/OR OPERATED BY OUR AFFILIATE, ST. JOE RESORT OPERATIONS, LLC (“CLUB OWNER”), AND NOT BY THE PROPERTY OWNERS ASSOCIATION.

WHEN YOU BUY A LOT IN WATERSOUND ORIGINS® YOU WILL BE OBLIGATED TO APPLY FOR AND MAINTAIN AN ORIGINS MEMBERSHIP IN THE WATERSOUND CLUB (“CLUB”) THAT WILL PERMIT USE OF CERTAIN DESIGNATED CLUB FACILITIES. THE CLUB REQUIRES THAT MEMBERS PAY CERTAIN DUES, FEES AND CHARGES AND BE IN COMPLIANCE WITH THE CLUB’S RULES AND REGULATIONS (AS THE CLUB MAY DETERMINE FROM TIME TO TIME) IN ORDER TO USE AND ENJOY THE CLUB FACILITIES ASSOCIATED WITH MEMBERSHIP.

SUPPLEMENTAL TYPES OF MEMBERSHIPS TO USE ADDITIONAL CLUB FACILITIES OPERATED BY THE CLUB MAY BE MADE AVAILABLE IN THE SOLE DISCRETION OF THE CLUB.

THERE ARE NO ASSURANCES REGARDING THE TYPE AND EXTENT OF THE CLUB FACILITIES THAT WILL BE MADE AVAILABLE FOR USE BY THE CLUB MEMBERS FROM TIME TO TIME.

IF USE OF THE CLUB FACILITIES IS A SIGNIFICANT FACTOR IN YOUR DECISION TO PURCHASE A HOME IN THE SUBDIVISION, YOU SHOULD BE AWARE THAT THERE IS NO GUARANTEE THAT THE CLUB FACILITIES WILL BE MADE AVAILABLE FOR YOUR USE IN THE FUTURE. IF THE CLUB FACILITIES ARE MODIFIED SIGNIFICANTLY OR IF THE CLUB IS TERMINATED, THIS COULD HAVE AN EFFECT ON THE RESALE OF YOUR LOT.

- WARNING -

AS FURTHER DISCUSSED IN THIS PROPERTY REPORT, THERE IS ADJACENT PROPERTY IN THE VICINITY OF THE SUBDIVISION OWNED BY THE DEVELOPER AND/OR ITS AFFILIATES AND NOT BY THE PROPERTY OWNERS ASSOCIATION.

WHEN YOU BUY A LOT IN WATERSOUND ORIGINS® YOU MAY RECEIVE INFORMATION ABOUT OR ARTIST’S RENDERINGS DEPICTING FUTURE DEVELOPMENT OF THE ADJACENT PROPERTY. THE INFORMATION IS BASED ON CURRENT DEVELOPMENT PLANS WHICH ARE SUBJECT TO CHANGE WITHOUT NOTICE. ACTUAL DEVELOPMENT IS IN THE SOLE DISCRETION OF THE DEVELOPER AND MAY NOT BE COMPLETED AS CURRENTLY PROPOSED. NO GUARANTEE IS MADE THAT THE FUTURE IMPROVEMENTS, FACILITIES AND FEATURES OF THE ADJACENT PROPERTY DEPICTED BY ANY ARTIST’S RENDERINGS OR DESCRIBED HEREIN WILL BE BUILT OR, IF BUILT, WILL BE OF THE SAME TYPE, SIZE OR NATURE AS DEPICTED OR DESCRIBED. USE OF THE FUTURE FACILITIES ON ADJACENT PROPERTY MAY BE SUBJECT TO PAYMENT OF USE FEES OR OTHER LIMITATIONS IN THE SOLE DISCRETION OF THE DEVELOPER.

IF USE OF THE ADJACENT PROPERTY IS A SIGNIFICANT FACTOR IN YOUR DECISION TO PURCHASE A HOME IN THE SUBDIVISION, YOU SHOULD BE AWARE THAT THERE IS NO GUARANTEE THAT THE PROPOSED FACILITIES WILL BE MADE AVAILABLE FOR YOUR USE IN THE FUTURE. IF THE PROPOSED FACILITIES OF THE ADJACENT PROPERTY ARE MODIFIED SIGNIFICANTLY OR ARE NOT BUILT, THIS COULD HAVE AN EFFECT ON THE RESALE OF YOUR LOT.

## TITLE TO THE PROPERTY AND LAND USE

A person with legal title to property generally has the right to own, use, and enjoy the property. A contract to buy a lot may give you possession but does not give you legal title. You will not have legal title until you receive a valid deed. A restriction or an encumbrance on your lot, or on the subdivision, could adversely affect your title.

Here we will discuss the sales contract you will sign and the deed you will receive. We will also provide you with information about any land use restrictions and encumbrances, mortgages, or liens affecting your lot and some important facts about payments, recording, and title insurance.

### METHOD OF SALE

#### Sales Contract and Delivery Of Deed

If you decide to purchase a lot, you will enter into a sales contract with us for the purchase of your lot obligating you to pay for the lot entirely in cash (with or without obtaining your own financing) at the closing of the purchase and sale of the lot. A deed to the property will be delivered to you at the closing of the purchase and sale of the lot.

#### Type of Deed

The transfer of legal title to all lots covered by this Property Report will be conveyed to you by us by special warranty deed.

#### Oil, Gas and Mineral Rights

Former owners of the land comprising the subdivision or others may have reserved for themselves, their successors and assigns, rights to oil, gas, sulphur and other minerals in and under the land, along with rights of access over and use of the land to locate, remove, store, transport, and otherwise deal with such oil, gas and minerals. Therefore, the oil, gas and mineral rights to the lots in this subdivision may not belong to the purchasers of the lots. The exercise of these rights could affect use, enjoyment and value of your lot.

### ENCUMBRANCES, MORTGAGES, AND LIENS

#### In General

None of the lots or common facilities that serve the subdivision are subject to a blanket encumbrance, mortgage or lien.

### RECORDING THE CONTRACT AND DEED

#### Method and Purpose of Recording

Under Florida law, recording a sales contract puts third parties on notice of the fact that the lot is under contract to be sold and could protect you from the claims of subsequent purchasers or creditors claiming an interest in the lot. However, the sales contract by its terms may not be recorded. By not allowing recordation of the sales contract, we avoid creating a cloud on the title to a lot in the event that the sales contract terminates and the transaction is not completed for any reason.

The deed to your lot will be recorded by the escrow agent. Under Florida law, recording a deed protects you from subsequent claims by third parties whose interest arises after the date of recording of the deed.

-WARNING-

UNLESS YOUR CONTRACT OR DEED IS RECORDED, YOU MAY LOSE YOUR LOT THROUGH THE CLAIMS OF SUBSEQUENT PURCHASERS OR SUBSEQUENT CREDITORS OF ANYONE HAVING AN INTEREST IN THE LAND.

Title Insurance

If you enter into a sales contract with us, at closing, you will be provided, at no cost to you, a title insurance commitment written by or for an insurer licensed to do business in Florida agreeing to issue to you an owner's title insurance policy on the lot. We will pay the premium on the owner's title insurance policy issued for your lot. If you are obtaining financing from a lender for the purchase of a lot, the lender may require a lender or mortgagee's policy of title insurance with appropriate endorsements. You will be responsible for paying the premium associated with the lender or mortgagee's title policy. We recommend that you have an appropriate professional assist you in interpreting title insurance policies.

PAYMENTS

Escrow

Unless otherwise provided for in your sales contract, at our discretion your earnest money deposit will be placed in an escrow account controlled by Watersound Closings & Escrow, LLC, which is affiliated with us. Watersound Closings & Escrow, LLC is located at 34 Origins Main Street, Suite 102, Inlet Beach, Florida 32461 and telephone number (850) 231-6445. You may lose your deposit on your lot if we fail to deliver legal title to you as called for in the contract, because it may not be held in an escrow account that fully protects you.

As provided in your sales contract, if we fail to convey title of your lot to you or otherwise default on our obligations under the sales contract which would otherwise result in the loss of your money, you will have the right, among other remedies, to seek a return of your deposit payments.

Prepayment

If an independent financial institution finances the purchase of your lot, you will need to review the financing documents to determine whether there is any penalty for prepayment of the financing.

Default

If you fail to make any payment or perform any obligation required by the sales contract prior to closing, we may exercise any remedy available to us at law or in equity, including, without limitation, termination of your sales contract and retention of all monies that you have paid as more particularly provided for in your sales contract.

If you default in any obligation to be fulfilled after the closing, we will be entitled to all rights and remedies described in the sales contract, including the right to bring an action in court seeking money damages or a court order to require you to perform. In addition, if you fail to meet the obligations to



commence or complete construction of a home on your lot, we have the right to apply liquidated damages against you, file a lien on your lot, foreclose the lien, and seek any other remedy available under Florida law. In any lawsuit or arbitration proceeding brought under the sales contract, the prevailing party will be entitled to recover attorneys' fees, costs and expenses actually incurred.

## RESTRICTIONS ON THE USE OF YOUR LOT

### Restrictive Covenants

Restrictive covenants have been recorded in the public records for Walton County, Florida against each lot in the subdivision prior to conveyance of such lot. The restrictive covenants are contained in the Community Charter for WaterSound recorded in Official Record Book 2724, Page 3049 of the public records of Walton County, Florida, as amended and restated by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Watersound Origins®, recorded in Official Record Book 2985, Page 3451 of the public records of Walton County, Florida, as it may be further amended, supplemented and restated from time to time, and all exhibits thereto (the "Declaration"). Watersound Origins® Community Association, Inc. ("Association"), a mandatory membership property owners association, is responsible for administering and enforcing the Declaration. You will automatically become a member of the Association upon taking title to a lot and will remain a member as long as you own property in the subdivision.

The restrictive covenants contained in the Declaration are described in the following paragraphs. This description highlights only some of the covenants and restrictions contained in the Declaration and should not be a substitute for your careful review of the Declaration and other documents referenced in the Declaration.

Article 9 of the Declaration provides for an architectural review and approval process for all structures and improvements to be located on lots within the subdivision. No structure or improvements of any kind may be placed on a lot within the subdivision without approval of the Design Review Board (the "DRB"), which may be controlled by us until the termination of the Development Period (as defined in the Declaration), unless we earlier delegate such authority or terminate our rights in a recorded instrument. Thereafter, the DRB shall be appointed by the Association's board of directors. The DRB has the authority to adopt design guidelines and application and review procedures ("Design Guidelines"), which must be complied with before any structure or improvement is built or placed on a lot. The Association may form a Modifications Committee ("MC") to have jurisdiction over modifications, additions and alterations made to existing structures. The MC may implement its own guidelines and procedures, provided they are consistent with the Design Guidelines adopted by the DRB.

You will be responsible for paying a review fee to the DRB or the MC, as applicable, upon submission of an application for architectural approval for review and approval of your plans and specifications by the DRB or the MC and reviews and inspections during construction, unless the fee is paid by your builder. The amount of the review fee is subject to change from time to time and will be set forth in the Design Guidelines or application for architectural approval, copies of which are available from us or the Association.

Article 9 of the Declaration provides that the DRB may require construction to commence in accordance with approved plans within a specified time period. Furthermore, we may impose construction requirements in the deed to your lot or in a memorandum of agreement. If construction does not commence within the required period you will be required to pay us an amount equal to 1/12<sup>th</sup> of 10% of your purchase price for each month or part of a month that the commencement of construction of a home on your lot is delayed. Once construction commences, you must diligently pursue it to completion. All work must be

completed within one (1) year of commencement unless otherwise specified in the notice of approval or unless the DRB, in its discretion, grants an extension in writing. If construction is not completed within the required period you will be required to pay us an amount equal to 1/12<sup>th</sup> of 10% of your purchase price for each month or part of a month that the completion of construction of a home on your lot is delayed.

Article 10 of the Declaration sets out a number of restrictions and rules regulating use of property and conduct within the subdivision, including restrictions on business use, leasing, subdividing lots, and timesharing. In addition, there are restrictions against offensive activities and unsightly or unkempt conditions and the pursuit of hobbies that may lead to disorderly, unsightly, or unkempt conditions; prohibitions against the discharge of firearms and the discharge of hazardous materials; restrictions on pets; and restrictions on parking of vehicles, among other things. Article 10 of the Declaration also authorizes the Association's board of directors to adopt and modify rules. Article 4 of the Declaration authorizes the Association to enforce all of the restrictions and rules by imposing sanctions on violators, including monetary fines, suspension of voting rights and rights to use common area facilities, and other sanctions described in the Declaration.

Article 16 of the Declaration requires that the owner of a lot provide at least seven days' written notice to the Association before transferring title to the owner's lot in the subdivision. The transferring owner will remain responsible for all obligations of a lot owner until such notice is given.

Article 8 of Declaration obligates the purchaser of each lot to pay to The St. Joe Community Foundation, Inc. ("Foundation"), a tax-exempt entity, a transfer fee in the amount of one-half percent (0.50%) of the gross selling price of the lot and any improvements on the lot, in order to provide funding for various programs, projects, services, and activities which, in the judgment of the Foundation's board, provide benefit to the people of the Northwest Florida region and/or the areas within and around the subdivision. Such transfer fee is due at the closing of each transfer of title to a lot, except as otherwise described in the Declaration. We will pay the fee due to the Foundation on our initial transfer of each lot to a purchaser. Thereafter upon each resale of the lot, the purchaser will be responsible for paying such fee.

The Declaration obligates the purchaser of each lot other than us, our affiliates, or builders to make a contribution to the working capital of the Association, to be collected at the closing of purchase of the lot in an amount equal to one-quarter of the annual general assessment per Lot for that year. This amount shall be in addition to, not in lieu of, the annual assessment and any other assessment levied on the lot as set out in the Declaration and shall not be considered an advance payment of such assessments. This amount shall be due and payable to the Association for its use in covering expenses it incurs pursuant to the Declaration, the Association's and other governing documents.

The lots are also subject to the Amended and Restated Club Declaration for Origins Membership in Watersound Club<sup>SM</sup> (the "Club Declaration"), which requires all owners of lots covered by this Property Report to maintain membership in the Club. This Club membership will entitle you to the use of certain facilities operated by the Club. The amenity fees charged by the Club for the Origins membership are included in the assessments that you will pay to the Association. If you upgrade your Club membership or incur any use fees or other charges as determined by the Club while using Club Facilities, then you will be responsible for the payment of such additional fees and charges directly to the Club. You will have no right of reimbursement or refund for any dues, fees and other charges related to the Club membership, and the Club membership is non-transferable except in connection with the sale of your lot. Use of the Club facilities by all owners is subject to the Declaration and the Club Declaration. Further information relating to the Club is set forth in the section entitled "Recreational Facilities."

Complete copies of the Declaration and the Club Declaration are available upon request.

## Easements

There are or will be easements that may affect your plans for building or using your lot. All lots are subject to utility and drainage easements as shown on the recorded plat, including easements for sanitary sewer lines and gas or other pipelines.

Article 11 of the Declaration sets forth certain easements over all lots, including easements for access by public safety officers and other public servants in the performance of their duties, easements for unintentional encroachments, easements for landscaping and signage, easements for maintenance and to inspect for compliance with the Declaration and other governing documents, and easements for utilities and infrastructure to serve the subdivision. You are advised to read Article 11 of the Declaration carefully for an understanding of the nature and scope of these easements.

The lots covered by this Property Report are not subject to any type of flood control or flowage easements except as described above.

The following lots are affected by the easements described above, as noted:

EASEMENT	LOTS AFFECTED
10ft Utilities and Drainage	Pathways at Watersound, All Lots Powell Landing at Watersound Origins Phase 1B, All Lots
10ft Sanitary Sewer	Pathways at Watersound, All Lots Powell Landing at Watersound Origins Phase 1B, All Lots
10ft Landscaping/Signage	Pathways at Watersound, All Lots Powell Landing at Watersound Origins Phase 1B, All Lots
10ft Easements for Maintenance	Pathways at Watersound, All Lots Powell Landing at Watersound Origins Phase 1B, All Lots
5ft Utilities and Drainage	Stillwater at Watersound, All Lots
5ft Sanitary Sewer	Stillwater at Watersound, All Lots
5ft Landscaping/Signage	Stillwater at Watersound, All Lots
5ft Easements for Maintenance	Stillwater at Watersound, All Lots

## PLATS, ZONING, SURVEYING, PERMITS, AND ENVIRONMENT

### Plats

The development orders covering the lots described in this Property Report were approved by the Walton County Board of Commissioners. The lots are being platted in phases, and, as each plat is approved by the regulatory authorities, that plat is recorded in Walton County public records.

The Board of County Commissioners of Walton County have approved the plats for the lots covered by this Statement of Record. A replat of Powell Landing at Watersound Origins Phase 1B will be recorded prior to the sale of any lots in Powell Landing at Watersound Origins Phase 1B to purchasers, the replat will be approved by the regulatory authorities and recorded in the public records of Walton County, Florida.

- WARNING -

THE REGULATORY AUTHORITIES HAVE NOT APPROVED THE REPLAT FOR POWELL LANDING AT WATERSOUND ORIGINS PHASE 1B. THE POWELL LANDING AT WATERSOUND ORIGINS PHASE 1B REPLAT MAY REQUIRE SIGNIFICANT ALTERATIONS BEFORE IT WILL BE APPROVED AND THE LAND MAY NOT BE USED FOR THE PURPOSES FOR WHICH IT IS BEING SOLD.

Zoning

All lots in the subdivision may be used for single-family residential purposes. This use conforms to local zoning requirements, if any, and the restrictive covenants pertaining to the subdivision.

Surveying

At our expense, and in connection with the platting of the subdivision, iron pins or other permanent monumentation will physically be set on the corners of each lot to mark the boundaries prior to entering into a contract for the sale of the lot. At your expense, you may have your lot surveyed. The cost for a lot survey is determined by the surveyor and is estimated to cost up to \$850.

Permits

Before beginning construction on a lot, you must obtain approval of the DRB, as discussed under the caption "Restrictive Covenants" above, for the proposed improvements. Before commencing construction, you must also obtain a building permit from the Walton County Building Department, 842 State Highway 20 East, Suite 110, Freeport, Florida 32439, and a national pollution discharge elimination system ("NPDES") permit from the Florida Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

The cost of a building permit varies based upon the valuation of the improvements according to the following schedule as provided by the Walton County Building Department:

TOTAL VALUATION	FEE
\$1,000.00 and less	No building permit required unless an inspection is required
\$1,001.00 to \$15,000.00	\$35.00 for the first \$7,000 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$15,000.00.
\$15,001.00 to \$50,000.00	\$75.00 for the first \$15,000 plus \$4.00 for each additional thousand or fraction thereof, up to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$215.00 for the first \$50,000 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$365.00 for the first \$100,000 plus \$2.00 for each additional thousand or fraction thereof, up to and including \$500,000.00.
\$500,001.00 and up	\$1,165.00 for the first \$500,000 plus \$1.25 for each additional thousand or fraction thereof

The cost of a NPDES permit is currently \$250.

## Environment

No environmental impact study has been prepared and thus no formal determination has been made as to the possible adverse effects the subdivision may have upon the environment and surrounding area. However, local, state, and federal agencies' review of the project took environmental impact issues into account. In addition, we have worked with Walton County to structure development of the subdivision in a manner that protects the environment. Significant areas will be preserved as designated preservation areas.

## ROADS

Here we discuss the roads that lead to the subdivision, the roads within the subdivision, and the location of nearby communities.

### ACCESS TO THE SUBDIVISION

Access to the subdivision is provided on a year-round basis by a public road designated as US Highway 98 (“Highway 98”) and private roads designated as North WaterSound Parkway, Pathways Drive and Splash Drive. Highway 98 is a four lane asphalt surface road with a wearing surface of approximately forty-eight (48) feet. North WaterSound Parkway, Pathways Drive, and Splash Drive are two-lane, asphalt surface roads with a varying width of the wearing surface of approximately twenty-two (22) to forty-eight (48) feet.

The Florida Department of Transportation is responsible for maintaining Highway 98. You will not be responsible for any costs associated with maintaining such road (except to the extent that the taxes you pay are used to fund road maintenance and improvements). The Association is responsible for maintaining Splash Drive and portions of Pathways Drive, and your cost for this maintenance will be a part of the assessments you pay to the Association. We are responsible for the maintenance of North WaterSound Parkway and the other portions of Pathways Drive and will allocate a portion of such maintenance costs to the Association, which amounts will be a part of the assessments you pay to the Association. Access has been granted over and across North WaterSound Parkway, Pathways Drive, and Splash Drive to the Association for members, their guests and invitees.

Improvements to Highway 98, North WaterSound Parkway, Pathways Drive, and Splash Drive have been completed at our expense. No additional improvements are contemplated. Portions of Pathways Drive and Splash Drive have been conveyed to the Association.

### ACCESS WITHIN THE SUBDIVISION

Within the subdivision, legal and physical access to the lots by conventional automobile is, or will be, provided by private roads that have been or will be conveyed to the Association.

We are responsible for constructing roads within the subdivision at our expense. You will not be responsible for any costs associated with the construction of the roads serving the lots within the subdivision.

All roads within the subdivision serving the lots covered by this Property Report are two-lane, asphalt roads and are complete.

The Association will be responsible for maintaining the roads within the subdivision so as to provide year-round access to all lots within the subdivision.

You will pay a share of the cost of maintaining the roads within the subdivision through the assessments you pay to the Association, which are determined annually by the Association’s board of directors. A portion of the annual general assessment would be for the cost of road maintenance. The current annual general assessment imposed by the Association is set forth on the Cost Sheet of this Property Report. Assessments are based on the Association board’s estimate of expenses that the Association expects to incur each year and may change from year to year as provided in the Declaration.

The table below identifies the distance (in miles) from the subdivision to nearby communities.

Community Name	Population (2020 Census Data)	Distance over Paved Roads	Distance over Unpaved Roads	Total Distance
Destin	13,931	20 miles	N/A	20 miles
DeFuniak Springs (County Seat)	5,919	33 miles	N/A	33 miles
Panama City Beach	18,094	8 miles	N/A	8 miles

## UTILITIES

Here we will discuss the availability and costs of basic utilities. The areas covered will be central water, effluent irrigation, central sewer, electricity, telephone, and fuel or other energy sources.

### WATER

#### Central Water System

Water will be provided to the lots within the subdivision by a central water system and water will be supplied by Florida Community Services Corp. of Walton County doing business as Regional Utilities. Regional Utilities is regulated by the Florida Department of Environmental Protection. The address of Regional Utilities is 4432 U.S. Highway 98, Santa Rosa Beach, Florida 32459.

Construction on the first phase of the central water distribution system within the subdivision is complete, has been turned over to Regional Utilities to be placed into operation and provide water service and is available to serve the lots covered by this Property Report. Regional Utilities has indicated that the capacity of the central water treatment and distribution system will be sufficient to serve all the lots subject to this Statement of Record.

The water in the central system has been tested for purity and chemical content. The results showed that the water meets all standards for public water supply.

You will be responsible, through your builder, for connecting to the central water system. In addition to user fees, you will be responsible for paying (i) a one-time Water Impact Fee of \$3,092.66 to The St. Joe Company to reimburse The St. Joe Company at closing of your lot for the prepayment of water impact fees to Regional Utilities, (ii) a one-time Water Meter Installation Fee of \$486.00 for 5/8" meter to Regional Utilities which will be collected at the time of obtaining a building permit, (iii) a one-time \$50.00 deposit for service to Regional Utilities which will be collected at the time of obtaining a building permit and refunded at the cancellation of service, and (iv) a one-time \$100.00 water meter deposit to Regional Utilities which will be collected at the time of obtaining a building permit and refunded after construction is complete and meter is in workable order. All water fees are subject to change and will be billed to you at the current rate at closing as set by Regional Utilities.

The central water distribution system and the water mains serving the lots covered by this Property Report is complete. Water mains have been extended in front of, or adjacent to, each lot. Connection to the central water system is mandatory.

Irrigation water will be provided to the lots within the subdivision by a central effluent irrigation system from an effluent holding pond owned by The St. Joe Company. Effluent water is the treated water produced by the wastewater treatment process. The central effluent irrigation system is operated and maintained by the Association subject to the terms as defined in the Declaration.

The central effluent irrigation distribution system serving the lots covered by this Property Report is complete.

The capacity of the central effluent irrigation distribution system will be sufficient to serve all the lots covered by this Property Report. We obtained all permits and approvals necessary for construction of the central effluent irrigation distribution system.

There is a fee to connect to this system, which connection fee currently is \$600.00 and is payable to The St. Joe Company. You should review your sales contract to determine if your builder will be



responsible for these fees. In addition, you will pay the costs to maintain this system as a part of the assessment you pay to the Association.

## SEWER

### Central Sewer System

Sewage disposal for lots in the subdivision will be handled by a central sewer collection and treatment system. We are responsible for constructing, or causing the construction of the central sewer collection system serving the lots covered by this Property Report to be installed in front of, or adjacent to, each lot in the subdivision to allow the house constructed on the lot to be connected to the treatment plant owned and operated by Regional Utilities. The address of Regional Utilities is 4432 U.S. Highway 98, Santa Rosa Beach, Florida 32459. The central sewer collection system is available to serve the lots covered by this Property Report.

The central sewer collection system for each phase has been or will be turned over to Regional Utilities for operation and maintenance. Regional Utilities is regulated by the Florida Department of Environmental Protection. Regional Utilities has indicated that its sewage treatment system has the capacity to serve the lots covered by this Property Report.

You will be responsible, through your builder, for connecting to the central sewer system. In addition to user fees, you will be responsible for paying a one-time Sewer Impact Fee of \$4,824.54 to The St. Joe Company to reimburse The St. Joe Company for the prepayment of sewer impact fees to Regional Utilities and a one-time \$50.00 deposit to Regional Utilities, which will be collected at the time of obtaining a building permit for construction of a home on your lot. You should review your sales contract to determine if your builder will be responsible for these fees. All sewer fees are subject to change and will be billed to you at the current rate at closing as set by Regional Utilities.

The central sewer system serving the lots covered by this Property Report is complete. Use of the central sewer system is mandatory. Use of individual sewer systems is not allowed.

## ELECTRICITY

Electricity is or will be provided to the subdivision by Florida Power & Light Company, a publicly regulated utility, whose address is 12425 Hutchinson Boulevard, Panama City Beach, Florida 32408. We are responsible for extending underground conduit to a point in front of or adjacent to each lot. Florida Power & Light Company is responsible for inserting the primary electrical service lines into the conduit and will operate and maintain the electrical system.

You will not be responsible for any construction costs associated with extending the primary electrical service lines to the service point in front of or adjacent to your lot.

In addition to user fees you will be responsible for paying a connection fee of \$27 to Florida Power & Light Company.

The electrical facilities serving the lots covered by this Property Report are complete.

## TELEPHONE

Telephone service is or will be available from Wow! of Panama City, Inc. The telephone service provider is responsible for extending, or causing to be extended, the telephone service lines to the front of or adjacent to the boundary of each lot. Construction of the telephone infrastructure will be on a schedule

determined by the telephone service provider. The provider will be responsible for installation of telephone service lines.

You will not be responsible for any construction costs associated with extending the telephone service lines to the service point in front of or adjacent to your lot. The extension of service lines is complete for the lots covered by this Property Report and telephone service is available.

#### FUEL OR OTHER ENERGY SOURCE

Gas service will be available from Okaloosa Gas District, whose address is Post Office Box 548, Valparaiso, Florida 32580-0548. Gas service lines have been or will be extended in front of or adjacent to each lot.

Okaloosa Gas District has completed installation of the main service lines and will be responsible for installation of gas service lines to all lots in the subdivision.

You will not be responsible for any construction costs associated with extending the gas service lines to the service point in front of or adjacent to your lot. However, you will be responsible for paying a connection fee of \$500 to Okaloosa Gas District to connect natural gas service to the home on your lot plus a \$35.00 deposit which deposit is refundable at cancellation of services.

## FINANCIAL INFORMATION

The Developer's sole member is St. Joe Development, LLC, a wholly owned subsidiary of The St. Joe Company. A copy of the most current audited financial statement for The St. Joe Company for the period ending December 31, 2023, and the interim financial statement for the period ending June 30, 2024, are available from us upon request or at <https://www.joe.com>. In addition, The St. Joe Company has executed an Unconditional Guaranty to perform and fulfill the obligations of the Developer.

## LOCAL SERVICES

In this topic, we will discuss the availability of fire and public protection and the location of schools, medical care, shopping facilities, mail services and public transportation.

### FIRE PROTECTION

South Walton Fire District (SWFD) provides fire protection services to the subdivision on a year round basis from a station located approximately 2 miles from the subdivision, located at 117 North Wall Street, Panama City Beach, Florida, 32413. The SWFD is allowed to use fire hydrants along the road right-of-ways. You will be responsible for paying a one-time Impact Fee payable to South Walton Fire District. The fire protection impact fee is calculated by multiplying the square footage of the home on your lot by \$0.15 per square foot.

### POLICE PROTECTION

The Walton County Sheriff's Department, located at 133 Sheriff's Drive, Santa Rosa Beach, Florida 32459 provides police protection services to the subdivision. The Sheriff's Office is located approximately 12 miles from the subdivision.

### SCHOOLS

Van R. Butler Elementary School (grades Pre-K through 4) is located at 6694 West County Highway 30-A, Santa Rosa Beach, Florida 32459, approximately 17 miles from the subdivision.

Bay Elementary School (grades Pre-K through 4) is located at 118 Gilmore Street, Santa Rosa Beach, Florida 32459, approximately 5 miles from the subdivision.

Emerald Coast Middle School (grades 5 through 8) is located at 6694 West County Highway 30-A, Santa Rosa Beach, Florida 32459, approximately 17 miles from the subdivision.

Seaside School (grades 5 through 8) 10 Smolian Circle, Santa Rosa Beach, Florida 32459, approximately 9 miles from the subdivision.

Seacoast Collegiate High School (grades 9 through 12) 109 Greenway Trail, Santa Rosa Beach, Florida 32459, approximately 13 miles from the subdivision.

South Walton High School (grades 9 through 12) is located at 645 Greenway Trail, Santa Rosa Beach, Florida 32459, approximately 12 miles from the subdivision.

Dune Lakes Elementary School (grades K-5), located approximately 6 miles west of the subdivision.

Magnet Innovation Center at St. Joe Watersound (STEAM High School, grades 9-12) is located at 133 S. WaterSound Parkway, Watersound, Florida 32461, approximately .25 miles south of the subdivision.

School bus transportation will be available to each school from within the subdivision. Walton County bus routes can be found at the following:

<http://www.walton.k12.fl.us/departments/transportation/index.aspx>.

## HOSPITAL

The nearest hospital to the subdivision is Sacred Heart Memorial Hospital, located at 7800 West US Highway 98, Destin, Florida 32550, approximately 19 miles from the subdivision.

Ambulance service is available through South Walton Fire District, which provides ambulance service and EMS service for all of Walton County.

## PHYSICIANS AND DENTISTS

The nearest physician's and dentist's offices are located in Panama City Beach, Florida, approximately 2 miles from the subdivision.

## SHOPPING FACILITIES

Shopping facilities are available within the Subdivision and in Inlet Beach, Florida, approximately 1.5 miles from the subdivision, in WaterColor, Florida, approximately 10 miles from the subdivision and in Panama City Beach, approximately 11 miles from the subdivision.

## MAIL SERVICE

The United States Postal Service will provide mail service to a central location in the subdivision.

## PUBLIC TRANSPORTATION

There is no public transportation available within the subdivision or to nearby towns. The nearest bus stop is located 4.4 miles east in Bay County.

RECREATIONAL FACILITIES

COMMON AREA RECREATIONAL FACILITIES

Facility	Percentage Of Construction Now Complete	Member's Annual Cost or Assessment
Crescent Park	100%	Part of Annual General Assessment*
Wind Garden Park	100%	Part of Annual General Assessment*
Woodlands Park	100%	Part of Annual General Assessment*

\* See discussion below regarding “Maintaining the Facilities” and “Taxes” for discussion of applicable assessment.

Constructing the Facilities

We have completed the common area recreational facilities described in the chart above. We may, but are not contractually obligated to, construct additional common area recreational facilities to serve the lots covered by this Property Report. If additional recreational facilities are constructed within the subdivision, we will be responsible for their construction. You will not be required to pay any costs of constructing any recreational facilities.

Maintaining the Facilities

The common area recreational facilities described in the above chart are maintained by the Association. If additional common area recreational facilities are constructed within the subdivision, the Association will also be responsible for their operation and maintenance. The Association will levy an annual general assessment against each lot for, among other things, each lot's pro rata share of the estimated cost to maintain, operate, and insure all common areas within the subdivision, including any recreational facilities. The current annual general assessment imposed by the Association is set forth on the Cost Sheet of this Property Report. Assessments for subsequent years will change as provided in the Declaration.

Transfer of the Facilities

The common area recreational facilities described in the chart above have been conveyed to the Association. We may in the future convey additional common area recreational facilities constructed within the subdivision to the Association by quitclaim deed, free and clear of all monetary liens and encumbrances, at no cost to the Association or its members.

The Association shall assume full responsibility for the costs of ownership, operation, and maintenance of all common area recreational facilities. Such costs may increase the responsibilities of the Association and could result in an increase in future assessments or special assessments payable by lot owners to the Association.

Permits

We have obtained all necessary permits for the construction and use of recreational facilities in connection with the above completed facilities. We have not obtained all necessary permits for the construction and use of additional common area recreational facilities, if any, that may be constructed in

the future. The Florida Department of Environmental Protection, Walton County Building Department, and the Walton County Health Department must authorize any such proposed improvements. The required construction and use permits for additional common area recreational facilities within the subdivision have not been obtained, and therefore there is no assurance that the lot owners will be able to use any such additional facilities.

**Who May Use the Facilities**

Common area recreational facilities will be available for use by lot owners, their family members, and temporary guests, and by us, The Watersound Company, LLC, its affiliates and guests. If a lot owner leases or rents out his property in the subdivision, the owner’s rights to use the common area recreational facilities will be deemed to have been assigned to the tenant for the period of the lease or rental. In addition, the Declaration authorizes the Association to permit persons who do not own property or reside in the subdivision to participate in recreational and educational programs conducted on or at the facilities. Any other permitted use of the common area recreational facilities may be subject to charges in such amounts as the Association may establish and impose from time to time.

**CLUB FACILITIES**

<b>Watersound Origins Membership Facility<sup>1</sup></b>	<b>Percentage Of Construction Now Complete</b>	<b>Member’s Annual Cost or Assessment</b>
Village Commons Amenities	100%	Amenity fees included in Association Annual General Assessment. Subject to use fees determined by the private club.
Dock Facilities at Lake Powell	100%	
Village Commons Tennis/Pickleball Courts	100%	

<b>Supplemental Membership Facility<sup>1</sup></b>	<b>Percentage Of Construction Now Complete</b>	<b>Annual Cost or Assessment</b>
WaterSound Beach Club	100%	Subject to supplemental membership fees, monthly dues and use fees determined by the private club.
Camp Creek Golf Club	100%	
Shark’s Tooth Golf Club	100%	
Origins Golf Course	100%	
The Third Golf Course	100%	

There are additional recreational facilities in the immediate vicinity of the subdivision (“Club Facilities”) that are privately owned and operated by persons or entities other than the Association. Any or all of such additional facilities may be operated as a private club for Club members and their guests.

When you acquire a lot, you must apply for and maintain an Origins membership in the Club and will be responsible for the payment of the Club’s amenity fees which shall be collected by the Association as part of its assessments on behalf of the Club. In addition, as a member of the Club you are responsible for any use fees or other charges as determined by the Club while using Club Facilities and such fees or charges will be paid directly to the Club at the time fees are incurred. For so long as you own a lot in the subdivision, you must maintain and continue to pay at least the Origins membership dues at all times, which amounts are included in the Association’s assessments. The Origins membership is non-transferable except

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<sup>1</sup> Future improvements may be constructed at the Club Facilities in the sole discretion of the Club Owner; however, the Club Owner is not obligated to complete future improvements.

in connection with the sale of your lot. The Origins membership entitles you to use the Watersound Origins Membership Facilities, and other Club Facilities as may be permitted by the Club Owner from time to time.

Supplemental types of memberships to use additional Club Facilities operated by the Club may be made available in the sole discretion of the Club. Supplemental memberships in the Club may be subject to application, approval and availability, and payment of such initiation fees, dues and other charges as the Club Owner may establish and change in its sole discretion. The operation, use of, and access to such facilities is not guaranteed and is subject to such terms and conditions and payment of such fees as the Club Owner may establish from time to time.

VARIOUS RECREATIONAL FACILITIES IN OR NEAR THE SUBDIVISION MAY BE OWNED AND OPERATED BY PERSONS OTHER THAN THE ASSOCIATION. THERE IS NO GUARANTEE THAT ANY SUCH FACILITIES WILL BE AVAILABLE FOR USE BY LOT OWNERS. ANY OR ALL OF SUCH FACILITIES MAY BE OPERATED AS A PRIVATE CLUB FOR CLUB MEMBERS AND THEIR GUESTS. LOT OWNERSHIP IS NO ASSURANCE THAT YOU WILL BE ACCEPTED FOR MEMBERSHIP IN ANY SUCH PRIVATE CLUB IF YOU APPLY. IF ACCEPTED, THE COSTS OF SUCH A MEMBERSHIP MAY BE SUBSTANTIAL AND ARE IN ADDITION TO THE PURCHASE PRICE OF YOUR LOT. NO REFUND OF THE PURCHASE PRICE OF YOUR LOT WILL BE MADE IF YOU CANNOT OBTAIN A MEMBERSHIP. SINCE THE VALUE OF YOUR LOT MAY BE ADVERSELY AFFECTED BY YOUR INABILITY OR FAILURE TO OBTAIN A MEMBERSHIP, YOU SHOULD CAREFULLY CONSIDER YOUR PURCHASE OF A LOT IF IT IS BASED UPON YOUR PRESUMED ABILITY TO OBTAIN A MEMBERSHIP IN ANY PRIVATE CLUB AND TO USE ITS RECREATIONAL FACILITIES.

-WARNING-

SINCE AN AFFILIATE OWNS THE CLUB FACILITIES, WE CANNOT ASSURE THEIR CONTINUED AVAILABILITY. THE OPERATION, USE OF, AND ACCESS TO SUCH FACILITIES ARE NOT GUARANTEED AND ARE SUBJECT TO SUCH TERMS AND CONDITIONS AND PAYMENT OF SUCH FEES AS THE OWNER AND OPERATOR OF SUCH FACILITIES MAY ESTABLISH FROM TIME TO TIME. SEE THE ADDITIONAL WARNING CONTAINED ON PAGE 3 OF THIS PROPERTY REPORT.

Constructing the Club Facilities

Construction of the Club Facilities listed above is complete, with the exception of future improvements contemplated for the Club Facilities. However, the Developer or Club Owner is not obligated to complete future improvements.

Maintaining the Club Facilities

The Club Owner is responsible for the maintenance and operation of the Club Facilities listed in the chart above.

Transfer of the Club Facilities

The Club Facilities listed in the chart above are private facilities owned and/or operated by the Club Owner. The Club Owner reserves the right, but is under no obligation, to transfer the Club Facilities to any third party or to the Association.



### Permits for Club Facilities

With the exception of future improvements contemplated for the Club Facilities, the Club Facilities listed in the chart above are complete, and no additional permits are required. The necessary permits for the contemplated improvements to the Club Facilities have been obtained.

### Who May Use the Club Facilities

Club Facilities are currently available for use by the members of the Club in accordance with the Club membership plan documents. Members of the Club are permitted to use the Club Facilities subject to such fees, dues, and rules and regulations as established by the Club.

The Origins membership entitles you to use the Watersound Origins Membership Facilities, and other Club Facilities as may be permitted by the Club Owner from time to time. Use of the Watersound Origins Membership Facilities are subject to the rules and regulations adopted by the Club Owner. The Club Declaration authorizes your family members, domestic partner, tenants, guests, or invitees to use the Watersound Origins Membership Facilities, subject to the usage requirements and limitations established by the Club.

Access and use of additional Club Facilities require a separate membership and are subject to the rules and regulations adopted by the Club Owner. If made available, you may elect to purchase supplemental memberships to use such additional Club Facilities. Fees and dues for such supplemental memberships are in addition to the mandatory fees and dues for the Origins membership. There are no assurances that you will be able to obtain supplemental memberships.

### OTHER ADJACENT PROPERTY

There is other adjacent property owned by the Developer in the immediate vicinity of the subdivision ("Other Property"). Future development plans of any or all of such Other Property may be depicted through artist's renderings of future improvements, facilities and features based on current development plans which are subject to change without notice. Actual development may or may not be built as currently proposed. No guarantee is made that future improvements, facilities and features in the Other Property depicted by artists' renderings or described herein will be built or, if built, will be of the same type, size or mature as depicted or described. Use of the Other Property may be subject to payment of use fees or other limitations.

OTHER PROPERTY IN OR NEAR THE SUBDIVISION MAY BE OWNED, DEVELOPED AND OPERATED BY PERSONS OTHER THAN THE ASSOCIATION. THERE IS NO GUARANTEE THAT ANY SUCH FACILITIES WILL BE AVAILABLE FOR USE BY LOT OWNERS. LOT OWNERSHIP IS NO ASSURANCE THAT YOU WILL BE PROVIDED ACCESS TO ANY SUCH FACILITY. NO REFUND OF THE PURCHASE PRICE OF YOUR LOT WILL BE MADE IF YOU CANNOT OBTAIN ACCESS TO ANY OR ALL OF THE FUTURE FACILITIES. SINCE THE VALUE OF YOUR LOT MAY BE ADVERSELY AFFECTED BY YOUR INABILITY OR FAILURE TO OBTAIN ACCESS TO THE FUTURE FACILITIES, YOU SHOULD CAREFULLY CONSIDER YOUR PURCHASE OF A LOT IF IT IS BASED UPON YOUR PRESUMED ABILITY TO OBTAIN ACCESS TO ANY FUTURE FACILITY ON OTHER PROPERTY.

-WARNING-

SINCE FUTURE DEVELOPMENT PLANS CAN CHANGE, WE CANNOT ASSURE THAT ANY FACILITIES DEPICTED IN AN ARTISTS' RENDERING WILL BE BUILT. THE OPERATION, USE OF, AND ACCESS TO SUCH FUTURE FACILITIES ARE NOT GUARANTEED AND ARE SUBJECT TO SUCH TERMS AND CONDITIONS AND PAYMENT OF SUCH FEES AS THE OWNER AND OPERATOR OF SUCH FACILITIES MAY ESTABLISH FROM TIME TO TIME. SEE THE ADDITIONAL WARNING CONTAINED ON PAGE 3 OF THIS PROPERTY REPORT.

Constructing the Other Property Facilities

Construction of the Other Property is not complete. The Developer or owner of the Other Property is not obligated to complete future improvements.

Permits for Other Property

The necessary permits for the contemplated future improvements to the Other Property will be applied for at the appropriate time.

Who May Use the Other Property Facilities

The facilities proposed for the Other Property are not built and are not currently available for use and the Developer is not obligated to build them. Lot Owners may or may not be permitted to use the future facilities. In addition, the facilities proposed are open for use by the general public and their use of the facility may limit use of it by lot owners. Access may be subject to such fees, dues, and rules and regulations and other limitations as established and subject to change by the Developer or owner of the Other Property.

## SUBDIVISION CHARACTERISTICS AND CLIMATE

In this section, we will discuss the basic terrain of the subdivision, the climate of the region, and any nuisances or hazards affecting the subdivision.

### GENERAL TOPOGRAPHY

The general topography of the subdivision is flat with little or no slope. The property within the subdivision is wooded. Approximately 10% of the land ultimately to be included in the subdivision is planned to be maintained as developed parkland and approximately 20% of the land ultimately to be included in the subdivision is planned to be natural open space.

We are not aware of any rock outcroppings, unstable or expansive soil conditions, or other conditions that would necessitate the use of special construction techniques to build on or use any lot listed in this Property Report. There are no steep slopes. The majority of the site has elevations from 0 feet to 35 feet, based on the National Geodetic Vertical Datum system.

### WATER COVERAGE

Generally, none of the lots listed in this Property Report are covered by water at any time; however, portions of some lots may, at times, have some standing water due to seasonal rains, and occasionally occurring after heavy winter/spring rains. Moreover, tropical storms or hurricanes may result in standing water. This condition does not materially affect the ability to use the lot for residential purposes and no correction of this condition is necessary.

### DRAINAGE AND FILL

All lots covered by this Property Report may require some degree of fill prior to being used for the purpose for which they are sold. We may clear and fill your lot prior to closing, and in doing so, you will be responsible for reimbursing the Developer for this cost. If your lot is not cleared and/or filled by us, you will be responsible for obtaining and providing such fill. The costs will vary by lot size and by lot grade; costs are estimated to range from \$1,000 to \$15,000 per lot.

### ECOSYSTEM MANAGEMENT

All lots in this Property Report are subject to the St. Joe Ecosystem Management Agreement (the "EMA") for Bay and Walton counties. The EMA establishes certain guidelines for regulatory permitting of the lots subject to the jurisdiction of the Florida Department of Environmental Protection, the U.S. Army Corps of Engineers and other applicable governmental agencies. You will be responsible for obtaining any required permitting pursuant to the EMA at your expense and include us as a co-applicant to comply with all applicable laws rules, and regulations governing the use and development of any wetlands, including the stormwater management system requirements attached as Appendix E to the EMA. You should review your sales contract to determine if your builder will be responsible for obtaining these permits.

## FLOOD PLAIN

All lots listed in this Property Report are located within the below designated Flood Zone (flood plain designations may change from time to time).

Phase/Lots	Flood Zone
Pathways- Phase 1, lots 1-14 and 62-95	“X”
Pathways- Phase 2, lots 15-61, 96-102, and 104-105	“X”
Pathways- Phase 2, lots 106 and 107	“X”
Stillwater –Phase 3, lots 7-19	“X”
Stillwater – Phase 3, lots 20-23	“X”
Powell Landing at Watersound Origins Phase 1B	“X”

Flood insurance is available and may be required by a lender in connection with financing of improvements to affected lots. The maximum amount of insurance coverage available through the National Flood Insurance Program is \$350,000 (\$100,000 for personal property and \$250,000 for structures). The estimated cost of flood insurance is approximately \$645 per year per \$350,000 of insured value.

## FLOODING AND SOIL EROSION

We have a program which provides minimum controls for soil erosion, sedimentation, and periodic flooding throughout the subdivision. The program has been approved by the Florida Department of Environmental Protection. Implementation for this erosion control plan began in December 2005 and is complete. Under the National Pollution Discharge Elimination System (NPDES) permit, you or your builder will be required to provide an erosion control plan for the construction of your home. No site work shall begin on your lot without appropriate erosion control along disturbed areas.

## NUISANCES

We are not aware of any land uses in the vicinity of the subdivision that may adversely affect the subdivision other than smoke from prescribed burning of forest undergrowth, timbering activities and hunting activities. Natural marshes and wildlife in the vicinity of the subdivision could also constitute a nuisance.

### Noxious Smoke

Land managers set carefully controlled fires to reduce hazardous accumulation of vegetation (fuel), improve wildlife habitat, stimulate herbaceous growth, and maintain healthy ecosystems. These prescribed burning activities produce smoke, ash and embers that may drift across and settle on your lot and property, produce an unpleasant smell, and may require that windows be kept closed during such burning activities.

### Marshes

The subdivision is located in the vicinity of a number of wetlands and marshes.

## Wildlife

The subdivision contains a number of manmade, natural and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including insects, venomous and non-venomous snakes and other reptiles, alligators, and other animals, some of which may pose hazards to persons or pets coming in contact with them.

## Hunting Leases

Property within the vicinity of the subdivision are subject to hunting leases, and hunting activities may occur on such property. Hunting activities may adversely affect the subdivision with loud noises.

## HAZARDS

We are not aware of proposed plans for construction that may create a nuisance or safety hazard or adversely affect the subdivision other than the noise and dust customarily associated with homebuilding and construction necessary to the development of the subdivision.

The subdivision is located adjacent to Florida Power & Light high voltage power transmission lines.

The area is subject to natural hazards in the form of tornadoes, hurricanes, forest fires, and brush fires. Peak tornado months in Florida are May, June, and July; however, tornadoes may occur at any time. Florida has approximately 52 tornadoes each year, resulting in potentially two deaths. Based on historical frequency, the hurricane risk in the Walton County region is 22% to 27% annually.

There is a rating system for fire hazard. The Insurance Services Office rates the South Walton Fire District a "5" on a scale of "1 to 10," with "1" being the highest or best rating for public protection and "10" being the lowest or worst.

There are many oil drilling rigs in the Gulf of Mexico. Future oil spills from drilling rigs may affect your use and enjoyment of the Gulf of Mexico and your property value. None of the lots covered in this Property Report front the Gulf of Mexico.

## CLIMATE

The average temperature ranges for the area in which the subdivision is located are as follows:

	Summer ( <u>Jun/Jul</u> )	Winter ( <u>Dec/Jan</u> )
High	95°F	62°F
Low	68°F	39°F
Mean	80°F	52°F

The average annual rainfall in the subdivision is 57.7 inches. There is no measurable snowfall in the area in which the subdivision is located.

## OCCUPANCY

Nine hundred thirty-nine (939) homes in the subdivision are occupied on a full or part-time basis with one hundred and four (104) homes under construction as of the date of this Property Report.

## ADDITIONAL INFORMATION

In this section, we will discuss the property owners association, your liability for real estate taxes and assessments levied against subdivision lots, matters pertaining to the resale of the lots, equal opportunity in lot sales, and the listing of lots within the subdivision.

### PROPERTY OWNERS ASSOCIATION

There is a property owners association for the subdivision. Watersound Origins® Community Association, Inc. (“Association”) has been organized as a Florida corporation not-for-profit to serve as the property owners association for the lots within Watersound Origins®, as authorized by the Declaration.

As the Declarant under the Declaration, we have the right to appoint the board of directors and officers of the Association. This right shall continue until the earlier of the date upon which three (3) months after ninety percent (90%) of the lots proposed under the Master Plan have been deeded to Class “A” Members other than the Declarant, a declarant-related entity, a builder, or a successor Developer of all or any portion of the subdivision, unless we choose to relinquish such right sooner in our discretion. These and other rights are discussed in the Declaration, which you should read in its entirety.

Membership in the Association is mandatory for every residential lot owner in the subdivision, including us. You will automatically become a member of the Association upon taking title to a lot and will remain a member of the Association as long as you own property in the subdivision. If title to a lot is held in joint names, all owners of such lot share privileges and responsibilities of such membership.

As a mandatory member, you will be required to pay any general assessments, special assessments, specific assessments, neighborhood assessments, or service area assessments levied by the Association in accordance with the Declaration. General assessments are imposed on each lot described in this Property Report. Assessments are determined annually by the Association’s board of directors and are subject to change in accordance with the Declaration and By-Laws of the Association. Those documents also prescribe the method for assessing special fees and additional assessments, if any. Additional fees are payable to the Association or other entities upon each transfer of title to a lot, as disclosed earlier in this Property Report under the heading entitled “Restrictive Covenants.” The current annual general assessment imposed by the Association is set forth on the Cost Sheet of this Property Report. The current level of assessments, fees, charges, or other income does not provide the capability for the Association to meet its present, or planned, financial obligations including operating costs, maintenance and repair costs and reserves for replacement. For so long as we have the right to appoint the members of the Board, we will fund the operating deficit to the extent required by the Declaration and the Association’s By-Laws.

The Association is responsible for management, operation, and maintenance of the common properties; administering and enforcing the Declaration, the architectural and design standards, and other governing documents referenced in the Declaration; making and amending rules in accordance with the Declaration, and making or contracting for repairs, additions, and improvements to the common properties. It is also authorized, but not obligated, to contract for or provide services and facilities for the benefit of property owners and their lots, which might include such things as cable television service, security services, and landscape maintenance services, among other things.

In order to carry out these functions, the Association is authorized to adopt budgets and levy assessments against the property owners and their lots; open bank accounts, deposit funds received on behalf of the Association into such accounts, and use such funds to operate the Association; purchase equipment, supplies, and materials to be used by such personnel; and take specific enforcement action, including assessing monetary fines, suspending the right to vote and use common properties, suspending services, exercising self-help, and bringing suit in court to enforce the governing documents. The

Association has a duty to maintain books and records and to make them available to the members and their mortgagees. Architectural control over improvements and modifications on lots within the subdivision is discussed in this Property Report under the section entitled "Restrictions On the Use of Your Lot."

There are no functions or services that we currently provide at no charge for which the Association may be required to assume responsibility in the future.

## TAXES

You will be obligated to pay real property taxes on the lot after title to the lot is transferred to you. Real property taxes on the lot will be assessed by and paid to Walton County Property Appraiser. Annual taxes on an unimproved lot after sale to a purchaser are calculated by multiplying the purchase price of the lot by the millage rate established by Walton County (9.0864 mills in 2023). Estimated taxes on an unimproved lot after sale to a purchaser are estimated to be approximately \$4,300.00 - \$6,900.00, based on the 2023 millage rate and the average offering prices in effect as of the date of this Property Report.

There are currently no special taxes or tax assessments that affect the subdivision.

## VIOLATIONS AND LITIGATION

The Developer believes that there is currently no pending litigation that would have a material adverse impact on our financial condition or our ability to transfer title to a purchaser or to complete promised facilities.

On lands that are not part of the subdivision or in any way related to the subdivision, some of the Company's past and present real property, particularly properties used in connection with previous transportation and paper mill operations, were involved in the storage, use or disposal of hazardous substances that have contaminated and may in the future contaminate the environment. The Company may bear liability for this contamination and for the costs of cleaning up a site or sites which involve hazardous substances. You will not be responsible for the costs of cleaning up these sites.

## RESALE OR EXCHANGE PROGRAM

Restrictions on the use of your lot have been discussed above in the section of this Property Report entitled "Restrictions on the Use of Your Lot." Those restrictions that might hinder the lot owner in the resale of lots within the subdivision include the architectural approval and control provisions and restrictions that limit the placement of signs within the subdivision. Resale signs are also prohibited and you may face competition from the sale of completed homes in the subdivision.

The mandatory Club membership obligation will run with title to your lot and will be binding upon both you and any successor in title to your lot which could have an effect on the resale of your lot.

As of the date of this Property Report, we have no program to assist you in the resale of your lot. We do not have any provision to allow you to exchange one lot for another.

## EQUAL OPPORTUNITY IN LOT SALES

We are in compliance with Title VIII of the Civil Rights Act of 1968. We have not and will not discriminate against you because of your race, color, religion, sex (including gender identity and sexual orientation), familial status, national origin, or disability in any of the following general areas: lot marketing and advertising, rendering of lot services, and in requiring terms and conditions on lot sales and leases. Furthermore, we will not indicate a preference for or a rejection of any particular group in our advertising,

in our rendering of services to lots, in requiring terms and conditions on lot sales and leases, or in any other manner.

#### LISTING OF LOTS

Below is a listing of the one hundred forty-five (145) registered lots currently covered by this Property Report and intended for sale in the subdivision, as indicated on the referenced plats and/or site plan.

LISTING OF LOTS	
Plat Reference	Lots Numbered
Pathways at Watersound Phase 1, recorded in plat book 20, pages 34-37 in the public records of Walton County, Florida	Lots 1-14, 62-95
Pathways at Watersound Phase 2, recorded in plat book 20, pages 61-64 in the public records of Walton County, Florida	Lots 15-61, 96-102, 104-107
Stillwater at Watersound Phase 3, recorded in plat book 21, pages 84-85 in the public records of Walton County, Florida	Lots 7-23
Powell Landing at Watersound Origins Phase 1B, recorded in plat book 27, pages 1-3 in the public records of Walton County, Florida	Lots 67-88



COST SHEET, SIGNATURE OF SENIOR EXECUTIVE OFFICER

In addition to the purchase price of your lot, there are other expenditures that must be made. Listed below are the major costs. There may be other fees for use of additional recreational facilities. All costs are subject to change.

Sales Price

Cash Price of Lot .....	\$ _____
Finance Charge .....	\$ _____
<b>Total.....</b>	<b>\$ _____</b>

Estimated One-Time Charges

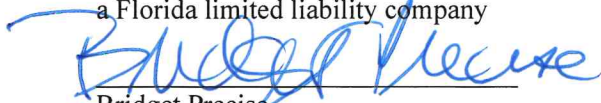
1. Water Impact Fee .....	\$ 3,092.66
2. Water Meter Installation Fee <sup>1</sup> .....	\$ 486.00
3. Water Service Deposit.....	\$ 50.00
4. Water Meter Deposit.....	\$ 100.00
5. Sewer Impact Fee.....	\$ 4,824.54
6. Wastewater Deposit .....	\$ 50.00
7. Electric connection fee.....	\$ 27.00
8. Telephone service installation charge.....	\$ _____
9. Design review fees .....	\$ _____
10. Natural Gas connection fee .....	\$ 500.00
11. Natural Gas Service Deposit .....	\$ 35.00
12. Contribution to Working Capital .....	\$ _____
13. St. Joe Community Foundation transfer fee (0.50% if applicable).....	\$ _____
14. Irrigation System Connection Fee.....	\$ 600.00
15. South Walton Fire Impact Fee.....	\$ _____
16. Other (identify).....	\$ _____
<b>Total of estimated sales price and one-time charges.....</b>	<b>\$ _____</b>

Estimated Monthly/Annual charge  
(exclusive of utility use fees)

1. Taxes -- Average unimproved lot after sale to purchaser.....	\$ _____
2. 2024 Annual Dues and assessments .....	\$ 2,340.00
3. 2024 Neighborhood and/or Service Area Assessments, if applicable .....	\$ _____

The information contained in this Property Report is an accurate description of our subdivision and development plans.

The Watersound Company, LLC,  
a Florida limited liability company



Bridget Precise  
Vice President

<sup>1</sup> You are required to connect to the central water system.

RECEIPT, AGENT CERTIFICATION, AND CANCELLATION PAGE

PURCHASER RECEIPT

*Important -- Read Carefully*

Name of Subdivision: Watersound Origins®

OILSR Number: 31675

Date of Report: September 23, 2024

We must give you a copy of this Property Report and give you an opportunity to read it before you sign any contract or agreement. By signing this receipt, you acknowledge that you have received a copy of our Property Report.

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

If any representations are made to you which are contrary to those in the report, please notify:

Bureau of Consumer Financial Protection  
1700 G Street NW  
Washington, D.C. 20552

AGENT CERTIFICATION

I certify that I have made no representations to the person(s) receiving this Property Report which are contrary to the information contained in this Property Report.

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_

Name of Salesperson: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PURCHASER CANCELLATION

If you are entitled to cancel your purchase contract and wish to do so, you may cancel by personal notice or in writing. If you cancel in person or by telephone, it is recommended that you immediately confirm the cancellation by certified mail. You may use the form below:

Name of Subdivision: Watersound Origins®

Date of Contract: \_\_\_\_\_

This will confirm that I/we wish to cancel our purchase contract.

Purchaser(s) signature: \_\_\_\_\_ Date: \_\_\_\_\_

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