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Prepared by:

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File Number: 10311-0051

Please cross reference:

Deed Book 2901, page 346

**FIRST SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE OUTPOST**

(The Outpost Townhomes)

THIS FIRST SUPPLEMENTAL DECLARATION ("Supplemental Declaration") is made as of 5th day of May, 2025, by **SIMCOE INVESTMENT GROUP, LLC**, a Georgia limited liability company ("Declarant") and **HOMES OF INTEGRITY CONSTRUCTION CO., INC.**, a Georgia corporation ("HOI").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract, or parcel of real property located in Bulloch County, Georgia, and known as **LOTS 29-60, LOTS 70-91, AND LOTS 98-172, THE OUTPOST**, as more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (the "Declarant Property"), and HOI is the owner of that certain tract, or parcel of real property located in Bulloch County, Georgia, and known as **LOTS 1-16, LOTS 17-22, LOTS 23-28, LOTS 61-65, LOTS 66-69 AND LOTS 92-97, THE OUTPOST**, as more particularly described on Exhibit "A-1" attached hereto and made a part hereof by this reference (the "HOI Property"; the Declarant Property and the HOI Property shall be collectively referred to as the "Additional Property"; the plat described therein shall be referred to as the "Plat"); and

WHEREAS, Declarant and HOI desire to add the Additional Property to the development known and designated as “The Outpost”; and

WHEREAS, The Outpost is subject to that Declaration of Covenants, Conditions, and Restrictions for The Outpost, dated May 5, 2025, and recorded in Deed Book 2901, page 394, Bulloch County, Georgia records, together with all amendments, modifications, supplements, and restatements thereof (hereinafter collectively referred as the “Declaration”); and

WHEREAS, Section 11.1 of the Declaration provides that Declarant may add property to the Declaration by recording a Supplemental Declaration and HOI has indicated its agreement to add the HOI Property to the Declaration, as modified hereby, by execution of this instrument; and

WHEREAS, Section 7.3 of the Declaration provides that Declarant may amend the Declaration, and subject any portion of the property to Service Area Assessments by recording a Supplemental Declaration; and

WHEREAS, Section 18.1 of the Declaration provides that the Declarant may unilaterally amend the Declaration under certain conditions;

NOW, THEREFORE, Declarant and HOI hereby make the following supplemental declarations and amendments:

1. **Additional Property.** The Declarant does hereby modify and amend Exhibit “A” of the Declaration by adding the Additional Property to the Property subject to the Declaration. Declarant declares that the Additional Property, together with any additions made thereto, shall be held, transferred, sold, conveyed, and occupied subject to the Declaration. HOI consents to the addition of the HOI Property to the Additional Property subject to the terms hereof.
2. **Designation of Builder.** The Declarant does hereby designate HOI as the Builder, as that term is defined in the Declaration, with respect to the Additional Property described above, and hereby confers all rights reserved for Builders under the Declaration to said party with respect to said Additional Property.
3. **Service Area Designation.** The Declarant does hereby designate the portion of the Additional Property shown on the Plat as Lots 1-172, inclusive, as a separate Service Area under the Declaration to be known as “The Outpost Townhomes” (said Living Units being referred to in this Supplemental Declaration as the “Townhome Phase”). Each residence constructed in the Townhome Phase shall be designated as a “Townhome”, and subject to Townhome Service Area Assessments contained herein.

4. **Maintenance of Townhome Living Units.**

4.1 Association Duties. The Association shall perform the following work on each Townhome:

- (a) Lawn and landscaping maintenance for each Living Unit, including, but not limited to: mowing grass, edging, blowing sidewalks, placing pine straw in the beds twice per year, trimming, removal and replacement of trees, and trimming, pruning and replacement of shrubs originally installed by Builder.
- (b) Provide termite treatment and repair bond on each Living Unit.
- (c) Annual pressure washing of each Living Unit.

Any portion of the Living Unit requiring maintenance or access in order for the Association to perform the duties described above is hereby designated as an Area of Common Responsibility.

4.2 Owner Duties. Notwithstanding anything herein to the contrary, the Association shall not be responsible for reconstruction, repair or maintenance of Living Units damaged by fire, storm, or other casualty, or for any regular maintenance, repair, replacement or reconstruction, which is covered by a Townhome Owner's homeowner's insurance policy or other insurance covering a Townhome. Each Townhome Owner shall be responsible for the installation, maintenance, repair and/or replacement of all interior surface coverings (e.g. paint, wallpaper, carpeting, tile, and ceiling surfaces), as well as all exterior maintenance of his or her Living Unit, except as specified in Section 4.1 herein. In no event shall the Association be responsible for the repair, restoration or replacement of any personal property of a Townhome Owner or any other individual or entity.

Except as specifically provided herein, each Owner shall maintain his or her Living Unit and all landscaping and improvements comprising the Living Unit in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Living Unit.

4.3 Builder Duties. Notwithstanding anything to the contrary contained herein, for and in consideration of the exemption from payment of Base Assessments, Special Assessments and Service Area Assessments provided to Builder in Section 10.8 of the Declaration, the Association hereby designates and directs the Builder to perform the Association's maintenance and repair obligations with respect to the Townhome Phase until the Builder sells or leases all of the Living Units in the Townhome Phase to third parties.

Within thirty (30) days after the Builder notifies the Association in writing that it has sold or leased all of the Living Units in the Townhome Phase to third parties, the Association shall inspect the Living Units, and notify the Builder of any repairs that need to be made to bring the Living Units in the Townhome Phase up to the Community-Wide Standard prior to acceptance. Builder shall promptly cause said repairs to be made at its sole cost and expense, and when said repairs are completed to the Association's reasonable satisfaction, the Association shall notify the Builder in writing that it is assuming the maintenance and repair obligations contained herein. Builder shall continue to maintain the Townhome Phase until the Association accepts the Townhome Phase for maintenance.

5. **Townhome Service Area Expenses.** The Townhome Service Area Expenses shall include all of the Service Area Expenses related to the Association's duties identified in Section 4 above.
6. **Townhome Service Area Assessments.** The Townhome Service Area Assessments shall be used exclusively for the benefit of the Living Units in The Outpost Townhomes, as described below.

The Association shall have the authority to impose "Townhome Service Area Assessments" as defined herein. Townhome Service Area Assessments shall be charged on a monthly, quarterly, or other regular basis as determined by the Association, and shall pay for Townhome Service Area Expenses. The Townhome Service Area Assessment for the Townhome Phase shall commence with respect to each Living Unit in the Townhome Phase when the Builder sells the Living Unit to a third party, or leases the Living Unit to a tenant. If Builder has performed its obligations under Section 4.3 above with respect to a Living Unit that has paid a Townhome Service Area Assessment, the Association shall utilize the Townhome Service Area Assessment to reimburse the Builder for maintenance costs incurred by Builder with respect to said Living Unit. The Association may require the Builder to enter into a written maintenance agreement for purposes of confirming the Builder's duties and obligations with respect to maintenance of the Townhome Phase.

Said Townhome Service Area Assessments shall be in addition to other assessments levied by the Association.

7. **Easements.** In addition to the easements provided in the Declaration, The Outpost Townhomes shall be subject to the following easements:

7.1 **Utility Easement.** Declarant, for itself and the Association, hereby reserves a perpetual, non-exclusive easement appurtenant to each Living Unit upon, across, over, through and under each Living Unit for ingress, egress, installation, replacement, repair and maintenance of utility and service lines and systems, including but not limited to water, sanitary sewer, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarant, the Association or the providing utility or service company to install and maintain facilities and equipment on said Living Unit, to excavate for such purposes and to affix and maintain

wires, circuits, and conduits on, in and under all Living Units, including specifically the attics and exterior walls, provided all disturbed areas are restored to the condition in which they were found, and said facilities do not unreasonably interfere with the use or enjoyment of such Living Unit.

Said easement rights shall include the right to maintain and repair said utility facilities, during normal business hours and after reasonable notice, which maintenance and repair shall be the responsibility of the Owner of the Living Unit utilizing said utility facilities. Said easement rights shall not merge with fee simple title to each Living Unit and shall survive the transfer of fee simple title to the Living Unit.

Notwithstanding anything to the contrary contained in this paragraph, no sanitary sewer lines, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on the Living Unit except as planned and approved by the Declarant or by the Association. This easement shall in no way affect any other easements on said Living Units which may be created by a separately recorded instrument or subdivision or other plat.

7.2 Maintenance Easement. Declarant, for itself and the Association, hereby reserves a perpetual, non-exclusive easement over, under, and across each Living Unit for ingress and egress, and for purposes of performing work on each Living Unit as necessary for the exterior maintenance and lawn maintenance of each Living Unit as provided in Section 4 above, and for the purpose of maintaining the Common Area. This easement shall in no way affect any other easements on said Living Unit which may be created by a separately recorded instrument or subdivision or other plat. Said easement rights shall not merge with fee simple title to each Living Unit and shall survive the transfer of fee simple title to the Living Unit.

8. Insurance. Notwithstanding insurance requirements contained in Section 8.3 of the Declaration, Owners of Living Units in The Outpost Townhomes shall be subject to the following additional requirements:

8.1 Owner Insurance Coverage. The record Owner of each Living Unit shall obtain and maintain in full force and effect, at all times, the following insurance coverages:

- (a) Fire and hazard insurance covering all of the insurable improvements comprising the Living Unit against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Living Units, in an amount equal to the maximum insurable replacement value thereof, as determined periodically by the Association;

- (b) If the Living Unit is in a flood zone, federal flood insurance covering all of the insurable improvements comprising the Living Unit against loss or damage by rising water in an amount equal to the maximum insurable replacement value thereof, as determined periodically by the Association.

8.2. Failure to Insure. Individual Living Unit Owners shall be responsible for acquiring said fire, hazard and flood insurance and the payment of premiums directly or through their financing agencies, and shall provide the Association with a copy of their policy and all renewals thereof at least thirty (30) days prior to the effective date or the expiration thereof. If any Living Unit Owner fails to provide said proof of insurance by the required date, the Association may, after ten (10) days notice to the Living Unit Owner, purchase said insurance on the Living Unit Owner's behalf at whatever rates are available through its insurance agent and assess said Living Unit Owner for the cost thereof, plus interest thereon at the rate of 13% per annum.

8.3 Insurance Requirements.

- (a) All policies shall be written with a company licensed to do business in the State of Georgia;
- (b) All policies shall be for the benefit of the Association, the Living Unit Owners and their mortgagees as their interest may appear.
- (c) All policies shall contain a standard mortgagee loss payee clause in favor of each said mortgagee which shall provide that the loss, if any, thereunder shall be payable to the Association and to such mortgagee as its interest may appear.
- (d) All policies shall contain a standard provision providing that such policies may not be altered, substantially modified or canceled without at least thirty (30) days prior written notice to all of the insureds, including the Association and the mortgagee;
- (e) A copy of all policies and endorsements thereto shall be deposited with and maintained by the Association at its principal office;
- (f) Exclusive authority to adjust losses under the policies hereafter in force with respect to the submitted property shall be vested in the Board of Directors of the Association and said mortgagees;
- (g) The Living Unit Owners and/or the Association shall make every reasonable effort to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Association and its officers, directors, employees and agents, the

Living Unit Owners and their respective servants, agents and guests; (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; and (3) that no policy on the submitted property can be canceled, invalidated or suspended on account of the conduct of any director, officer, agent or employee of the Association without a prior demand in writing delivered to the Board of Directors to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

9. **Repair, Restoration and Rebuilding.** Notwithstanding any requirements to repair, restore or rebuild contained in the Declaration, Owners of Living Units in The Outpost Townhomes shall be subject to the following additional requirements:
- 9.1 **Duty to Repair, Restore or Rebuild.** In the event any Living Unit shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the Owner of the Living Unit so damaged or destroyed shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible to at least as good a condition as existed immediately prior to such damage or destruction, subject only to the right of the Association (which right is hereby granted to the Association) to authorize and direct such different action as shall be recommended by the Board of Directors and approved by affirmative vote of not less than two-thirds (2/3) of the Owners of Living Units in The Outpost Townhomes, which majority shall include the affirmative vote of all the Owners whose Living Units shall have been damaged or destroyed.
- 9.2 **Board of Directors to Supervise.** All repair, restoration or rebuilding pursuant to the provision of this Section shall be carried out under such supervision and direction as the Board of Directors of the Association shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the Owner of any Living Unit which has been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of the Association in connection therewith.
- 9.3 **Rights of Association.** The Association is hereby given and shall have the right reasonably to approve the architects, contractors and subcontractors to be employed in connection with such repair, restoration or rebuilding, to select a contractor, or contractors, to perform all or various parts of the work to be done upon the various Living Units which shall have been damaged or destroyed by such casualty or other happening; to coordinate the progress of the work among such various Living Units; and to hold the proceeds of any insurance which may be payable on account of such casualty or other happening and to control the disbursement thereof in such manner as to assure the sufficiency of funds for the completion of said work or for any other proper purpose.
- 9.4 **Lien Rights of Association.** In any case in which the Owner of the Living Unit concerned shall fail to carry out and see to the repair, restoration or rebuilding

required by the provisions of this Section, or shall request the Association to carry out and see to such repair, restoration or rebuilding, the Association may carry out and see to the repair, restoration or rebuilding required by the provisions of this Section, provided, however, that to the extent the insurance proceeds are insufficient as to any Living Unit, the particular Owner shall be responsible to the Association for such deficiency, and the Association shall have, and is hereby given, a continuing lien on the Living Unit for which any such repairs or rebuilding are furnished by the Association in the aggregate amount of (a) the cost thereof, (b) interest at the rate of interest permitted by law on money judgments in Georgia from the date of the Association's payment of such costs, and (c) reasonable attorney's fees and any court or other costs incurred by the Association in connection therewith, which lien shall encumber such Living Unit. In the event such Owner does not forthwith fully repay the Association therefore, as aforesaid, such lien may be foreclosed against the Living Unit by the Association, in the same manner as hereinafter provided in connection with unpaid assessments. The Association's lien provided in this Section shall be subordinate to the lien of any first mortgage, now or hereafter placed upon the Living Unit.

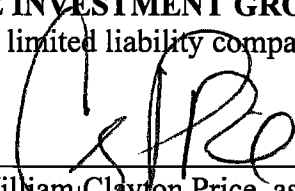
- 9.5 Insurance Insufficient. In any case in which insurance proceeds shall not be paid or payable on account of any damage to, or destruction of, any Living Unit, or shall be inadequate to fully cover the cost of repair, restoration or rebuilding which the Association is by the provisions of this Section permitted to carry out, the cost of such repair, restoration or rebuilding in excess of the amount of insurance proceeds available may be borne and paid for by the Association, but without diminishing or in any way affecting any rights of recovery thereof which the Association may have by law against any person or persons who shall be directly or indirectly responsible for such damage or destruction by reason of any negligent or wrongful act or omission, or against any Owner for his failure to maintain insurance coverage.
- 9.6 Obligation of Association. Notwithstanding anything to the contrary herein contained, the obligations of the Association under the provisions of this Section shall be limited to the repair, restoration and rebuilding of the Common Area, and the Association shall not be responsible for repair, restoration or replacement of the Living Unit or the personal property of the Owners or others.
- 9.7 Debris. In the event a Living Unit is damaged or destroyed, and the Owner does not begin repair or reconstruction within thirty (30) days following damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Living Unit, so that it shall be placed in a neat, clean and safe condition; if he fails to so remove the debris, the Association may cause it to be removed, and the cost of such removal shall constitute a lien upon the Living Unit until paid by the Owner, unless the Living Unit is thereafter acquired by the Association.

- 9.8 Application of Declaration and Bylaws. Any Living Unit which has been destroyed, in whole or in part, by fire or other casualty, and subsequently restored or reconstructed, shall be subject to the provisions of the Declaration and to the Bylaws of the Association.
10. **Party Walls.** The following provisions shall apply to party walls connecting Living Units in The Outpost Townhomes:
- 10.1 General Rules of Law to Apply. Each wall which is built as part of the original construction of the Living Unit and placed on the dividing line between the Living Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- 10.2 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- 10.3 Weatherproofing. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- 10.4 Right to Contribution Runs With the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
11. **Defined Terms.** All capitalized terms not otherwise defined herein shall be as defined in the Declaration.


IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration on this 5th day of May, 2025.

DECLARANT:

SIMCOE INVESTMENT GROUP, LLC,
a Georgia limited liability company

By: 
William Clayton Price, as Manager

Signed, sealed and delivered
in the presence of:

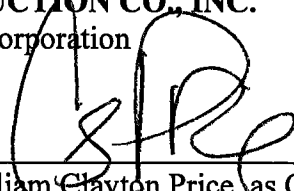

Unofficial Witness


Notary Public

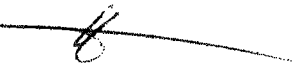
My Commission Expires _____

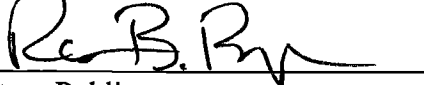

HOI:

**HOMES OF INTEGRITY
CONSTRUCTION CO., INC.**
a Georgia corporation

By: 
William Clayton Price, as CEO

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public


My Commission Expires _____


EXHIBIT "A"**DECLARANT PROPERTY PORTION OF THE ADDITIONAL PROPERTY**

All those certain lots, tracts or parcels of land situate, lying and being in Bulloch County, Georgia, and being shown as **LOTS 29-60, LOTS 70-91, AND LOTS 98-172, INCLUSIVE**, on that subdivision plat entitled "Major Subdivision Plat of The Outpost, 1209th G.M. District, Statesboro, Bulloch County, Georgia," prepared by Wesley P. Weitman, G.R.L.S. No. 3343, dated February 4, 2025, and recorded in Plat Book 70, page 136, Bulloch County, Georgia Records. Said plat is incorporated herein and made a part hereof by this reference.

Said property is a portion of the property conveyed to Simcoe Investment Group, LLC by Limited Warranty Deed from OSGA Owner LLC, dated October 6, 2022, and recorded in Deed Book 2750, page 438, Bulloch County, Georgia, records; and by that Quitclaim Deed from OSGA Owner LLC, dated October 6, 2022, and recorded in Deed Book 2750, page 443, Bulloch County, Georgia, records.

EXHIBIT "A-1"**HOI PROPERTY PORTION OF THE ADDITIONAL PROPERTY**

All those certain lots, tracts or parcels of land situate, lying and being in Bulloch County, Georgia, and being shown as **LOTS 1-16, LOTS 17-22, LOTS 23-28, LOTS 61-65, LOTS 66-69 AND Lots 92-97, INCLUSIVE**, on that subdivision plat entitled "Major Subdivision Plat of The Outpost, 1209th G.M. District, Statesboro, Bulloch County, Georgia," prepared by Wesley P. Weitman, G.R.L.S. No. 3343, dated February 4, 2025, and recorded in Plat Book 70, page 136, Bulloch County, Georgia Records. Said plat is incorporated herein and made a part hereof by this reference.

Said property is the property conveyed to Homes of Integrity Construction Co., Inc., by the following instruments:

Limited Warranty Deed from Simcoe Investment Group, LLC, dated April 7, 2025, and recorded in Deed Book 2895, page 291, Bulloch County, Georgia, records;

Limited Warranty Deed from Simcoe Investment Group, LLC, dated April 7, 2025, and recorded in Deed Book 2895, page 304, Bulloch County, Georgia, records;

Limited Warranty Deed from Simcoe Investment Group, LLC, dated April 7, 2025, and recorded in Deed Book 2895, page 317, Bulloch County, Georgia, records;

Limited Warranty Deed from Simcoe Investment Group, LLC, dated April 7, 2025, and recorded in Deed Book 2895, page 330, Bulloch County, Georgia, records;

Limited Warranty Deed from Simcoe Investment Group, LLC, dated April 24, 2025, and recorded in Deed Book 2898, page 703, Bulloch County, Georgia, records;