


MARY LOUISE NICHOLSON
COUNTY CLERK

AFTER RECORDING RETURN TO:

**Judd A. Austin, Jr., Esq.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**CORRECTION TO DECLARATION
APPLICABLE
TO
SHERIDAN AT GEORGETOWN
HOMEOWNERS ASSOCIATION, INC.**

**CORRECTION AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS & RESTRICTIONS
FOR
SHALIMAR AT GEORGETOWN**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

INTRODUCTORY PROVISIONS

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions & Restrictions for Shalimar at Georgetown, executed by G.P.P.-Arlington, LLC, a Texas limited liability company, as Declarant, and filed of record on June 26, 2000, under Instrument No. D200139611 in the Official Public Records of Tarrant County, Texas ("*Declaration*"); and

WHEREAS, the Declaration affects certain tracts or parcels of real property in the City of Arlington, Tarrant County, Texas, more particularly described on Exhibit A of the Declaration, including amendments and supplements thereto ("*Addition*"); and

WHEREAS, on November 16, 2018, at a meeting of the Members of Sheridan at Georgetown Homeowners Association, Inc. ("*Association*"), an amendment to the Declaration was approved with the affirmative vote of the Members; and

WHEREAS, the Board of Directors of the Association filed of record the 2019 Amdndemnt [sic] to the Declaration of Covenants, Conditins [sic] and Restrictions for Shalimar at Georgetown on February 25, 2019, under Instrument No. D219035535 in the Official Public Records of Tarrant County, Texas ("*Amendment*"); and

WHEREAS, on July 21, 2005, the name of the Association was changed from its initial name of Shamilar at Georgetown Homeowners Association, Inc. to its current name of **Sheridan at Georgetown Homeowners Association, Inc.**; and

WHEREAS, the Board of Directors believes that the authorized change in the entity name and the filing of the Amendment may cause confusion to persons and/or the recording clerk; and

WHEREAS, the Board of Directors has determined, in the best interest of the Members of the Association, including the persons subject to and bound by the Declaration, it is necessary to re-file the Amendment clarifying the name of the Association and to assist the recording clerk in indexing this instrument; and

WHEREAS, no substantive changes, revisions, or edits have been made to the Amendment; and

NOW, THEREFORE, the Board of Directors hereby restates the Amendment as follows:

- Article V of the Declaration is hereby amended to add Section 5.13 and to read, in its entirety, as follows:

5.13 LEASING OF HOMES.

A. Lots must be occupied by the Owner during the first twenty-four months of ownership by an Owner.

B. To preserve the character of the Property as a predominantly owner-occupied, the respective Lots shall not be leased by the Owners thereof for transient or hotel purposes, which shall be defined as leases for any period less than six months, nor shall less than an entire Lot be leased.

C. Occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing under this section. Occupants of the Lot during any period that is not occupied by the Owner as the Owner's primary residence shall be deemed to the lessee. Written lease agreements must be entered into by the Owner and lessees and a copy thereof delivered to the Association.

D. The lessee must acknowledge in the lease receipt of copies of the Declaration, Bylaws, and rules and regulations of the Association from the Owner, at the Owner's sole expense. The Lessee must acknowledge that the lessee, all other occupants, and any guests of the

lessee will be required to comply with the provisions of said documents. The Owner shall be responsible for all violations of said documents by the lessee and/or other occupants of the Unit, including, but not limited to, the payment of any fines associated therewith. The Owner is responsible for notifying the lessee of all changes in the Declaration, Bylaws, and rules and regulations.

E. The lease must state that violation of the said Declaration, Bylaws, rules, and regulations, federal or state law, or local ordinance by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorized the Owner to terminate the lease without liability and to evict the lessee in accordance with Texas law. When the Association notifies an owner of his lessee's violation, the owner will promptly obtain his lessee's compliance or exercise his rights as a landlord for tenant's breach of lease. If the lessee's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his lessee's compliance, then the Association has the power and right to pursue remedies of a landlord under the lease or state law for any default, including eviction of the lessee.

F. The owner of the leased Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of said Declaration, Bylaws, rules, and regulations, federal or state law, or local ordinance. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcements of said Declaration, Bylaws, ruled regulation, federal or state law, or local ordinance against the owner's lessee.

The Addition shall continue to be held, occupied, sold, and conveyed subject to the terms and conditions of the Declaration, the Amendment, and this Correction Amendment to the Declaration, which shall run with title to the Addition and are binding on all parties having any right, title or interest in and to the Addition or any part thereof, including their heirs, representatives, successors, transferees, and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Board of Directors has caused this Correction Amendment to the Declaration to be filed with the office of the Tarrant County Clerk and is made to be effective as of the 26 day of January, 2022

**SHERIDAN AT GEORGETOWN
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation**

By: Dirk Simmonds

Its: Dirk Simmonds, President

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Dirk Simmonds, the duly-elected President of Sheridan at Georgetown Homeowners Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this the 26th day of January, 2022

[Signature]
Notary Public, State of Texas

