



MARY LOUISE NICHOLSON
COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

SHERIDAN AT GEORGETOWN HOA
7261 WILD WING DR
FT WORTH, TX 76120

Submitter: SHERIDAN AT GEORGETOWN
HOA

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 2/25/2019 11:46 AM

Instrument #: D219035535

AFF

4

PGS

\$24.00

By: _____

Mary Louise Nicholson

D219035535

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

**2019 AMDNDEMNT TO THE
DECLARATION OF COVENANTS, CONDITINS AND RESTRICTIONS
FOR SHALIMAR AT GEORGETOWN**

**Also know as Phase II & III Revised of Georgetown Addition,
An Addition to the City of Arlington, Tarrant County, Texas**

STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS, on June 26, 2000, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Shalimar at Georgetown, also know as Phase II & III Revised of Georgetown Addition was recorded with the County Clerk of Tarrant County, Texas as Instrument No. D20013961: and

WHEARAS, Article XII of said Declaration provides that said Declaration may be amended upon the approval by the Owner of at least most Lots: and

WHEARAS, Section 209.0041 of the Texas property Code mandates that Directory Instruments can be amended only by vote of Two-thirds (2/3) of the total votes allocated to property owners entitled to vote on the amendment, unless the Declaration contains a lower percentage: and

WHEARAS, there are 56 Lots in the Association and the Owners of each of which is entitle to one vote on the amendment: and

WHEARAS, Sheridan at Georgetown Homeowners Association, Inc., formerly known as Shalimar at Georgetown Homeowners Association, Inc., gave notice to the Owners of a vote not to be taken at a meeting on November 16, 2018 for the purpose of amending said Declaration: and

WHEARAS, The Owners were notified that the latest date on which a ballot must be submitted to be counted was January 15, 2019.

WHEARAS, 49 ballots were submitted: and

WHEARAS, Owners hold 39% of the total votes allocated to property owners entitled to vote on the amendment voted to approve this amendment of the Declaration.

NOW, THEREFORE, the Declarations shall be and are hereby amended as follows.

1. The following Paragraph 5.13 of ARTILCE V, CONSTRUCRION AND USE RESTRICTIONS is amended to read as follows:

RESTRICTIONS is amended to read as follows:

5.13 LEASEING 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 there of 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.

Date Signed: 2-19-2019

Sheridan at Georgetown Homeowners Association, Inc.

BY: Jim Joiner

Print Name: Jim Joiner

Print Position: President

STATE OF TEXAS
COUNTY OF TARRANT

President This instrument was acknowledged before me on February 19 2019, by Jim Joiner, (Position) of Sheridan at Georgetown Homeowners Association, Inc.

Dawn Taylor
Notary Public, State of Texas

