

AFFIDAVIT IN COMPLIANCE WITH TEX. PROP. CODE § 202.006

STATE OF TEXAS

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COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared CARLO WHITE, who, being by me duly sworn according to law, stated the following under oath:

“My name is CARLO WHITE. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the President of Van Cleave Modern Owners Association, Inc., a Texas nonprofit corporation (the “Association”). Misti White is the custodian of the records for the Association, and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as that term is defined in *TEX. PROP. CODE* § 202.001. The Association’s jurisdiction includes, but may not be limited to, the property subject to:

- (a) Preliminary Condominium Declaration for Van Cleave Modern Condominiums as recorded as Document No. 20230046132 of the Official Public Records of Bexar County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

*Van Cleave Modern Owners Association, Inc.
Resolution Setting The Initial Assessments and Fees, and
Initial Rules and Regulations*

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

Misti White
c/o Van Cleave Modern Owners Association, Inc.
1150 N. Loop 1604 W, Ste. 108-457
San Antonio, TX 78248
Phone: 210-557-7361
mistiwhite.build@gmail.com

SIGNED on this the 23 day of JANUARY, 2024.

VAN CLEAVE MODERN OWNERS ASSOCIATION, INC.

By: Carlo White
CARLO WHITE, President
Member of the Board of Directors

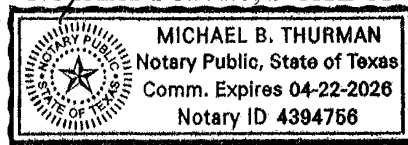
VERIFICATION

STATE OF TEXAS §
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COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared CARLO WHITE, President of Van Cleave Modern Owners Association, Inc., who, after being duly sworn, acknowledged and stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 23 day of JANUARY, 2024.

Michael B. Thurman
NOTARY PUBLIC, STATE OF TEXAS



After Recording, Return To:
Michael B. Thurman
THURMAN & PHILLIPS, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249
Phone: (210) 341-2020

Expenses incurred by the Association for maintenance and services provided to any of the Common Elements or Units.

C. In the event an Owner purchases a Unit other than on the first (1st) of the month, the General Assessment payable for that month shall be prorated to the actual date of closing.

2. Initial Late Fee. The initial late fee to be charged on unpaid Assessments shall be set at Twenty-Five and 00/100 Dollars (\$25.00) monthly.

3. Working Capital Assessment. Pursuant to *Section 5.7* of the Declaration, a Working Capital Assessment is payable upon the sale or transfer of a Unit by an Owner. The Working Capital Assessment shall be charged to the Grantee in the amount of Three Hundred Fifty 00/100 Dollars (\$350.00) and paid simultaneously with the transfer of the Unit.

4. Initial Transfer Fee. The initial Transfer Fee to be charged at the time of a conveyance of a Unit shall be Two Hundred Seventy-Five and 00/100 Dollars (\$275.00).

5. Resale Certificate Fee. The fee charged for the preparation of a Resale Certificate shall be Three Hundred Fifty and 00/100 Dollars (\$350.00) payable at the time of delivery of the Resale Certificate. If the Resale Certificate is prepared and delivered to the requesting party by the Association's management company, the fee will be payable to the management company. Otherwise, the fee is payable to the Association.

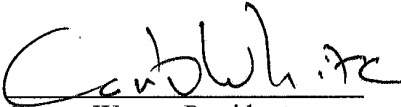
6. Statement of Account. The fee levied to an Owner who requests a Statement of Account from the Association shall be the amount of One Hundred Seventy-Five and 00/100 Dollars (\$175.00).

7. Condominium Questionnaire. The fee levied to an Owner who requests a Condominium Questionnaire from the Association shall be the amount of Two Hundred Seventy-Five and 00/100 Dollars (\$275.00).

8. Assessment and Fee Increases. The Assessments and fees stated herein are subject to increase from time-to-time as permitted by the Governing Documents.

This Resolution setting the Initial Assessments and Fees is adopted this 23 day of JANUARY 2024, by the Board of Directors of Van Cleave Modern Owners Association, Inc.

VAN CLEAVE MODERN OWNERS ASSOCIATION, INC.

By: 
CARLO WHITE, President

VAN CLEAVE MODERN OWNERS ASSOCIATION, INC.

INITIAL RULES AND REGULATIONS

These Initial Rules and Regulations are established by CMMARKET SHARE, LLC, a Texas limited liability company, for the benefit of VAN CLEAVE MODERN OWNERS ASSOCIATION, INC., a Texas nonprofit corporation (“Association”). These community rules are the “Rules” defined in the Amended and Restated Condominium Declaration for Van Cleave Modern Condominiums, recorded or to be recorded in the Official Public Records of Bexar County, Texas, (the “Declaration”), and the Bylaws of Van Cleave Modern Owners Association, Inc., (the “Bylaws”), each together with any amendments, restatements, annexations and supplements thereof.

These Rules are in addition to the provisions of the Declaration, Bylaws, and policies, rules and regulations adopted by the Association (collectively, “Governing Documents”). By owning or occupying a Unit, each Owner and Occupant agrees to abide by these Rules, and to comply with the obligations of Owners and Occupants under the Governing Documents.

Words and phrases defined in the Declaration have the same meaning when used in these Rules. In the event of a conflict between Documents, the hierarchy of authority is as follows: Declaration (highest), Bylaws, policies, and these Rules. The Association’s Board of Directors is empowered to interpret, enforce, amend, and repeal these Rules.

**ARTICLE 1
COMPLIANCE**

1.1 **Compliance.** Each Owner or Occupant will comply with the provisions of these Rules, the other Governing Documents, and the policies adopted by the Board or supplements to these Rules, as revised from time to time. Each Owner, additionally, is responsible for compliance with the Governing Documents by the Occupants of their Unit, and their respective relatives, guests, invitees, tenants, agents, employees, or contractors. If the Rules require or prohibit conduct by an “Owner” or “Occupant,” each of those terms are deemed to include the other, and applies to all persons for whom, an Owner or Occupant is responsible. Any questions regarding these Rules should be referred to the Association. The Association has the right to enforce these Rules against any person on the Property.

1.2 **Additional Rules.** Each Owner or Occupant must comply with any Rules and signs posted from time-to-time on the Property by the Association. Each Owner or Occupant must comply with notices communicated by the Association, from time-to-time, which may include seasonal or temporary Rules, or notice of a change affecting use of the Property. Posted and temporary Rules are incorporated in these Rules by reference.

1.3 **Variance.** Circumstances may warrant a variance of these Rules. To request a variance, an Owner must make written application to the Board. The Board’s approval of a variance, at their sole discretion, must be in writing, and may be limited, conditioned or temporary.

1.4 **Limits.** It is understood that individuals may have different interpretations of tolerance for these Rules. The Association may refrain from acting on a perceived violation unless the Board, at their

sole discretion, determines the violation to be significant or a community-wide problem. The Association may not be compelled by one (1) Owner or Occupant to enforce these Rules against another Owner or Occupant. For disputes between individual Owners or Occupants, Owners and Occupants are expected to deal directly and peaceably with each other about their differences.

1.5 Filing Complaints. Because the Association is not staffed to monitor the Property for Rules violations, the Association relies on Owners and Occupants to identify and report violations of these Rules and the Governing Documents, and to monitor compliance with these Rules by violators. The Association also relies on Owners and Occupants to help keep each other informed of the Rules. Recognizing that an Owner or Occupant may be reluctant to confront another Owner or Occupant about a violation, the Association may collaborate with Owners and in some cases, at the sole discretion of the Board, the Occupants to enforce the Rules. Generally, a complaint of violation must be in writing and signed by an Owner who is willing to be identified as the complainant. The Association may refuse to enforce a violation (i) that cannot be easily and independently verified, (ii) for which it did not receive a signed written complaint, (iii) for which the complainant will not cooperate with monitoring the violation and compliance, and (iv) which the Board does not consider to be significant or community wide.

ARTICLE II OBLIGATIONS OF OWNERS AND OCCUPANTS

2.1 Damage. An Owner or Occupant is responsible for any loss or damage they may cause to their Unit or the Improvements therein, other Units and the personal property of other Owners, Occupants and their respective relatives, guests, invitees, tenants, agents, employees, or contractors, or to the Common Elements.

2.2 Association Does Not Insure. A Person assumes full risk and sole responsibility for placing their personal property in or on the Property. Each Owner and Occupant is solely responsible for insuring their Unit and personal property in the Unit and on the Property, including Improvements and betterments installed by the Owner or Occupant within their Unit, and the Owner's or Occupant's furnishings and vehicles. **The Association does not insure Owners' or Occupants' personal property, or any portion of the Unit owned by Owner.**

2.3 Risk Management. An Owner or Occupant may not permit anything to be done or kept in their Unit or the Common Elements that is illegal or that may result in the increase of premiums or cancellation of insurance on the Property.

2.4 Reimbursement for Enforcement. An Owner or Occupant must promptly reimburse the Association for any expense incurred by the Association to enforce the Governing Documents against the Owner or Occupant, their Unit, or Persons for whom the Owner or Occupant is responsible.

2.5 Reimbursement for Damage. An Owner or Occupant must promptly reimburse the Association for the cost of damage to the Property caused by the negligent or willful conduct of the Owner, Occupant, or Persons for whom the Owner or Occupant is responsible.

2.6 No Garage Sales. Without the Board's prior written permission, no Person may conduct on the Property a sale or activity that is advertised or attractive to the public, such as garage sales, car sales, or estate sales. This prohibition does not apply to marketing the sale or rental of a Unit, unless combined with a prohibited activity.

2.7 Supervision of Minors. For their own well-being and protection, Persons who are legally incompetent or younger than eighteen (18) years must be always under the general control and supervision of their parents or guardians while on the Property.

ARTICLE III OCCUPANCY STANDARDS

3.1 Leases.

A. A Unit may not be leased for hotel, boarding house, or transient purposes for a period less than six (6) months. Less than the entire Unit may not be leased. A short-term rental or home exchange includes, but is not limited to: apartment house; boarding house; Bed & Breakfast; residence listed on, or rented or exchanged through, an online service or platform such as Airbnb, Vrbo (Vacation rentals by owner), HomeAway, HomeExchange, Intervac Home Exchange, Love Home Swap, CasaHop, or any company offering or facilitating similar services or platforms for short-term rentals, vacation rentals, weekend or special events rentals, or home exchanges. A temporary lease between a Seller and Buyer of a Unit shall be a permitted exception to this restriction. Any Lease that contains a termination provision that allows the tenant to terminate with notice within the first six (6) months shall be considered a short-term Lease and is prohibited.

B. All leases must be made subject to the Governing Documents, including but not limited to, these Rules. An Owner is responsible for providing their tenant with copies of the Governing Documents and notifying their tenant of changes thereto. Each tenant and Occupant are subject to and must comply with all provisions of the Governing Documents, and all Applicable Laws. Each lease must be in writing, and the Unit Owner shall provide the Board with a copy of each lease within seven (7) days of Lessee's execution of the lease.

3.2 Danger. As permitted by the federal Fair Housing Act Rules, no Unit may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the Property of others.

ARTICLE IV FIRE AND SAFETY

4.1 Safety. Each Owner or Occupant is solely responsible for their own security, safety and for the safety, well-being, and supervision of their respective relatives, guests, tenants, invitees, agents, employees, or contractors and any person on the Property to whom the Owner or Occupant has a duty of care, control, or custody. No Owner or Occupant shall permit anything to be done or kept in their Unit or on the Common Elements which will result in the increase of premiums or cancellation of insurance on any Unit, or any part of the Common Elements or which may be in violation of Applicable Law.

4.2 Fires. Except for barbecue fires, as permitted by these Rules, there may not be any exterior fires on the Property.

4.3 Barbecue. The Board reserves the right to prohibit or restrict the existence and/or use of all certain outdoor cooking grills if, in the Board's discretion, a grill constitutes a fire hazard or is unattractive or oversized for the area in which it is kept. For permitted grills, (i) open fires must be

supervised at all times; (ii) gas tanks must be properly used and maintained; (iii) no flames may be higher than the cooking surface; and (iv) a grill may not be used near combustible materials. Notwithstanding the foregoing, all outdoor cooking grills must comply with Applicable Law.

4.4 Security.

A. The Association may, but is not obligated to, maintain, or support certain activities within the Property designed to make the Property less attractive to intruders than it otherwise might be. The Association, its directors, committees, Members, agents, and employees will not in any way be considered an insurer or guarantor of security within the Property and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

B. EACH OWNER AND OCCUPANT AND THEIR RESPECTIVE RELATIVES, GUESTS, INVITEES, TENANTS, AGENTS, EMPLOYEES, AND CONTRACTORS ACKNOWLEDGE AND AGREE, FOR THEMSELVES, THEIR RELATIVES, GUESTS, INVITEES, TENANTS, AGENTS, EMPLOYEES, AND CONTRACTORS, THAT DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES ARE NOT PROVIDERS, INSURERS, OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND ACCEPTS THEIR SOLE RESPONSIBILITY TO PROVIDE SECURITY FOR THEIR OWN PERSON AND PROPERTY AND ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO SAME. EACH OWNER AND OCCUPANT FURTHER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE OWNER OR OCCUPANT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE, BURGLARY, AND/OR INTRUSION SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND AGREES THAT DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

ARTICLE V

GENERAL USE AND MAINTENANCE OF UNIT

5.1 Residential Use. Each Unit must be used solely for residential use and may not be used for commercial or business purposes, except as permitted in the Declaration. This restriction does not prohibit an Occupant from using their Unit for personal, business, or professional pursuits, provided that: (i) the non-residential use is incidental to the Unit's residential use; (ii) the use conforms to Applicable Laws and ordinances; (iii) there is no external evidence of the non-residential use; (iv) the non-residential use does not entail regular visits to the Unit by the public, employees, supplies, or clients; and (v) the non-residential use does not interfere with the use and enjoyment of neighboring Units.

5.2 Annoyance. An Owner or Occupant may not use their Unit in a way that (i) annoys Owners and Occupants of neighboring Units; (ii) reduces the desirability of the Property as a residential community; (iii) endangers the health or safety of other Owners and Occupants; or (iv) violates any law or any provision of the Governing Documents.

5.3 Maintenance. An Owner or Occupant, at their expense, will maintain their Unit, and Improvements constructed within the Unit, and keep it in good condition and repair. The Board, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this provision has occurred.

5.4 Combustibles. An Owner or Occupant may not store or maintain anywhere on the Property, including within a Unit, explosives, or materials capable of spontaneous combustion.

5.5 Report Malfunctions. An Owner or Occupant will immediately report to the Board their discovery of any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. An Owner or Occupant who fails to promptly report a problem may be deemed negligent; in which case the Owner may be liable for any additional damage caused by delay.

ARTICLE VI GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

6.1 Intended Use. Every area and facility on the Property may be used only for its intended and obvious use. For example, streets, walkways, sidewalks, and driveways are used exclusively for purposes of access, not for social congregation or recreation.

6.2 Grounds. Unless the Board designates otherwise, Owners or Occupants may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements.

6.3 Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on the General Common Elements, except by the Board or with the Board's prior written consent. Items of personal property found on General Common Elements are deemed abandoned and may be disposed of by the Board.

6.4 Limited Common Element. Each Owner or Occupant shall be responsible for maintaining the landscaping and grass within the fenced area of each Unit. Owner and Occupant shall maintain the grass, shrubs, trees, and other landscaping within the area. The grass should be kept at a height of four inches (4") or less and water as needed, subject to water restrictions as set by SAWS.

ARTICLE VII COMMUNITY ETIQUETTE

7.1 Courtesy. Each Owner or Occupant will endeavor to use their Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Owners and Occupants.

7.2 Annoyance. An Owner or Occupant will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Owners or Occupants or their respective relatives, guests, invitees, tenants, agents, employees, or contractors, or the Association's employees and agents.

7.3 Noise and Odors. Each Owner or Occupant must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Owners or Occupants of other Units.

7.4 Reception Interferences. Each Owner or Occupant will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Property.

ARTICLE VIII VEHICLE RESTRICTIONS

8.1 Permitted Vehicles. To be permitted on the Property, a vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles. Motorcycles, motorbikes, or other motorized vehicles may not be operated on the Property except to provide transportation to and from the Unit. The prohibition does not apply to deliver or service vehicles servicing a Unit.

8.2 Repairs. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on the private streets except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.

8.3 Nuisances. Each vehicle must be muffled, maintained, and operated to minimize noise, odor, and oil emissions. Except in cases of an emergency, the use of car horns on the Property between the hours of 9:00 p.m., and 9:00 a.m. are prohibited, and between the hours of 9:00 a.m. and 9:00 p.m., the use of car horns on the Property is discouraged. No vehicle may be kept on the Property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.

8.4 Obstructions. No vehicle may be parked in a manner that impedes or prevents ready access to the Property, driveways, mailboxes, or parking spaces. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked, even temporarily in fire-lanes or in any area designated as "No Parking." Illegally parked vehicles shall be subject to towing at vehicle owner's expense.

8.5 Garages. Because of the shortage of visitor parking within the Property, it is imperative that each Occupant use their garage for the parking of vehicles. An Owner or Occupant with a car must use their garage for routine parking. No garage may be enclosed or used for any purpose that prevents the parking of the maximum number of vehicles for which it was constructed. Garage doors must be kept closed at all times, except when entering or exiting.

8.6 Violations. A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Property by the Board of Directors, at the expense of the vehicle's owner. The Association expressly disclaims any liability for the damage to vehicles on which the Association exercises these remedies for Rules violations.

**ARTICLE IX
TRASH DISPOSAL**

9.1 General Duty. Owner or Occupant will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Association or by the city for that purpose. Owners or Occupants may NOT litter on the Common Elements.

9.2 Trash Containers. Trash containers and recycling bins must be stored inside the garage or backyard of the single-family residence constructed within the Unit and may only be placed on the street within twenty-four (24) hours of the designated trash pick-up day.

9.3 Hazards. Owners or Occupants may not store trash inside or outside their Unit in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other material used in barbecue grills, fireplaces, Owner, or Occupants will ensure that the debris is thoroughly cold.

**ARTICLE X
PETS**

10.1 Prohibited Animals. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for anywhere on the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such as pot-bellied pigs, miniature horses, snakes, lizards, ferrets, monkeys, or other exotic animals). An Owner or Occupant shall be allowed no more than four (4) adult household pets, in any combination of dogs and cats, plus no more than two (2) birds in any Unit. All permitted animals shall be kept in strict accordance with all local laws and ordinances (including leash laws).

10.2 Indoor/Outdoors. No pet is allowed in the Common Elements unless carried or leashed. No pet may be leashed to a stationary object on the Common Elements. Feeding bowls for pets may not be left outside a Unit. No Owner or Occupant shall feed feral animals.

10.3 Disturbance. Pets must be kept in a manner that does not disturb another Owner or Occupant's rest or peaceful enjoyment of their Unit or the Common Elements. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.

10.4 Damage. Each Owner or Occupant is responsible for any property damage, injury, or disturbance their pet may cause or inflict. An Owner or Occupant who keeps a pet on the Property is deemed to indemnify and agrees to hold harmless the Board of Directors, the Association, and other Owners and Occupants, from any loss, claim, or liability of any kind or character whatever resulting from any action of their pet or arising by reason of keeping or maintaining the pet on the Property.

10.5 Pooper Scooper. Each Owner or Occupant is responsible for the removal of their pet's wastes from the Common Elements. The Board of Directors may levy a fine against a Unit and its Owner or Occupant each time feces are discovered on the Common Elements and attributed to an animal in the custody of that Unit's Owner or Occupant. Animal waste, including cat litter, must be disposed of only in the trash receptacle serving the Owner or Occupant's Unit.

10.6 Removal. If an Owner, Occupant or their respective relatives, guests, invitees, tenants, employees, or contractors violates these Rules, or if a pet creates a noise, odor, or other disturbance or nuisance, the Owner, Occupant, or person having control of the animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than ten (10) days), the Owner, Occupant or person having control of the animal, upon written notice from the Board, may be required to remove the animal. Each Owner or Occupant agrees to permanently remove their violating animal from the Property within ten (10) days after receipt of a removal notice from the Board.

ARTICLE XI ARCHITECTURAL CONTROL

11.1 Common Elements. Without the prior written consent of the Architectural Review Committee and the Board, an Owner or Occupant may not change, decorate, destroy, or improve the Common Elements nor do anything to change the appearance of the Common Elements.

11.2 Prohibited Acts. No Owner or Occupant may:

A. Post signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside their Unit unless permitted by *Section 9.13* of the Declaration.

B. Place or hang an object in, on, from or above any window, interior windowsill, balcony, or patio that, in the Board's opinion, detracts from the appearance of the Property.

C. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, porches, balconies, patios, fences or use the front porch as a storage area.

D. Erect or install exterior horns, lights, aerials, antennas or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof, except that with the Board's approval of the location and size of an antenna dish, each Owner or Occupant may install satellite TV and internet provided that the antenna is not visible from the front of the Owner or Occupant's Unit.

E. Place decorations other than temporary (no more than four (4) weeks display) holiday decorations on exterior walls or doors, or on the Common Elements.

F. Paint the exterior walls or trim of any Improvement on their Unit a garnish or attention-grabbing color that the Association, at its sole discretion, finds to conflict with the exterior presentation and color theme of the Regime.

G. Construct, modify, alter, or create any Improvements without the consent of the Architectural Review Committee.

11.3 Window Treatments. An Owner or Occupant may install window treatments inside their Unit, at their sole expense, provided:

A. Window treatments are limited to drapes, blinds, or shutters.

B. Aluminum foil and reflective treatments are expressly prohibited.

C. Window treatments must be maintained in good condition and must be removed or replaced if they become stained, torn, damaged or otherwise unsightly in the opinion of the Architectural Review Committee and the Board.

11.4 Architectural Review Committee. All proposed Improvements and modifications to the Regime must be approved in advance by the Architectural Review Committee in accordance with the Declaration.

ARTICLE XII MISCELLANEOUS

12.1 Right to Hearing. An Owner or Occupant may request in writing a hearing by the Board regarding and alleged breach of these Rules by the Owner or Occupant or any Person for whom the Owner is responsible. The Board will schedule a hearing within thirty (30) days after receiving the Owner or Occupant's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner or Occupant may attend the hearing in person or may be represented by another Person or written communication.

12.2 Mailing Address. An Owner or Occupant who receives mail at any address or other than the address of their Unit must maintain with the Association their current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to the Owner or Occupant by the Governing Documents may be sent to an Owner or Occupant's most up-to-date address as shown on the records of the Association. If an Owner or Occupant fails to provide a forwarding address, the address of that Owner or Occupant's Unit is deemed effective for purposes of delivery.

12.3 Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Occupants are urged to contact the Association to verify the Rules currently in effect on any matter of interest. These Rules will remain effective until ten (10) days after the Owner or Occupant of each Unit has been given a notice of the amendment or revocation of these Rules.

12.4 Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the Governing Documents and the laws of the State of Texas.

The above and foregoing Rules and Regulations for Van Cleave Modern Owners Association, Inc., were adopted by the undersigned Declarant on the 23 day of JANUARY, 2024.

CM MARKET SHARE, LLC
A Texas limited liability company

By: 
CARLO WHITE, President, and Manager

STATE OF TEXAS

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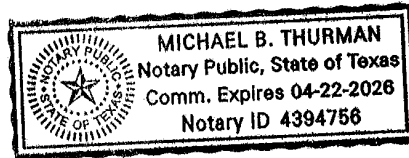
COUNTY OF BEXAR

This instrument was sworn to and acknowledged before me on the 23 day of JANUARY, 2024, by CARLO WHITE, President and Manager of CM Market Share, LLC, a Texas limited liability company, the Declarant on behalf of Van Cleave Modern Owners Association, Inc., a Texas nonprofit corporation.



Notary Public, State of Texas

After Recording Return to:
Michael B. Thurman
THURMAN & PHILLIPS, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249
Phone: 210 341-2020



File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20240012825
Recorded Date: January 23, 2024
Recorded Time: 4:59 PM
Total Pages: 15
Total Fees: \$77.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 1/23/2024 4:59 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk