

AFFIDAVIT IN COMPLIANCE WITH TPC § 202.006

**THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §**

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

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

Premier Management Group is the Managing Agent of Lafayette Place Home Owners Association (the “Association”). Premier Management Group 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 in Nueces County, Texas subject to:

That certain condominium regime known Lafayette Plan Condominiums, subject to the Declaration Lafayette Place (Amended December 4, 1978), recorded in Volume 4, Page 1 *et. seq.*, of the Official Public Records of Bexar County, Texas, and all amendments, annexations, supplements, and restatements thereto (collectively, “Declaration”); the Restated Bylaws of the Association, recorded in Volume 16441, Page 2275 *et. seq.*, of the Official Public Records of Bexar County, Texas, and all amendments and restatements thereto (“Bylaws”).

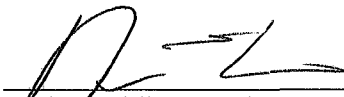
Attached hereto is the original of, or true and correct copy of, the following dedicatory instrument(s), including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

*Lafayette Place Home Owners Association.
Resolution Approving
Second Amendment to the Amended and Restated Bylaws*

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:

Premier Management Group
7500 Callaghan Road, Suite 113
San Antonio, Texas 78229
Office@lafayetteplace.net

Signed on this the 27th day of May, 2025.



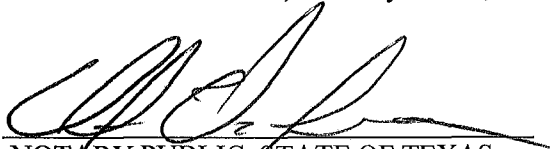
NICHOLAS BOUZA
Manager of Premier Management Group, the
Managing Agent

VERIFICATION

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

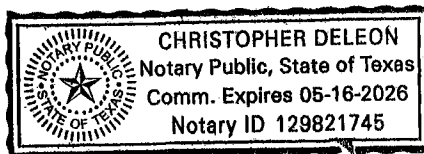
BEFORE ME, the undersigned authority, on this day personally appeared NICHOLAS BOUZA, Manager of Premier Management Group, the Managing Agent of Lafayette Place Home Owners Association, who, after being duly sworn, acknowledged, and stated under oath that he has read the above and foregoing Affidavit 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 27 day of May, 2025.



NOTARY PUBLIC, STATE OF TEXAS

After Recording, Return To:
Michael B. Thurman
Thurman & Phillips, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249



**LAFAYETTE PLACE HOME OWNERS ASSOCIATION
RESOLUTION APPROVING
SECOND AMENDMENT TO THE AMENDED AND RESTATED BYLAWS**

STATE OF TEXAS
COUNTY OF BEXAR

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of Lafayette Place Home Owners Association ("Association") is the established governing body of the property known as Lafayette Place Condominiums, subject to the Declaration Lafayette Place (A Condominium) (Amended December 4, 1978), recorded in Volume 4, Page 1 *et. seq.*, of the Official Public Records of Bexar County, Texas, and all amendments, annexations, supplements, and restatements thereto (collectively, "Declaration"); the Amended and Restated Bylaws of the Association, recorded in Volume 16441, Page 2275 *et. seq.*, of the Official Public Records of Bexar County, Texas, and all amendments and restatements thereto ("Bylaws");

WHEREAS, in accordance with the duties and responsibilities imposed by the Declaration, the Bylaws, and all policies, rules and regulations duly adopted by the Association (collectively, "Governing Documents"), the Board of Directors of the Association is charged with the duty of making, establishing and promulgating, in its discretion, policies, rules and regulations for the interpretation and enforcement of the Governing Documents for the use and enjoyment of properties in Lafayette Place Condominiums, including but not limited to, the common areas owned by the Association; and

WHEREAS, it has been determined by the Board of Directors that it is necessary to adopt an amendment to the Bylaws as attached hereto as Exhibit "A".

THEREFORE, BE IT RESOLVED:

The Second Amendment to the Amended and Restated Bylaws, in the form attached hereto as Exhibit "A", by a unanimous vote of the Board of Directors, was approved as to form and content and for presentment for vote of the Members of the Association.

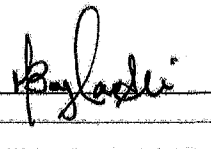
This Resolution Approving Second Amendment to the Amended and Restated Bylaws is adopted this 21st day of May _____ 2025 by the Board of Directors of Lafayette Place Home Owners Association and shall become final when adopted by the Members and recorded in the Bexar County Official Public Records.

LAFAYETTE PLACE HOME OWNERS
ASSOCIATION

By:

Name: Matthew Boguslawski

Title: President



elected for a term of two (2) years, and the remaining three (3) Directors with the next highest votes being elected for a one (1) year. In the event of a tie, the Members shall assign among those tied the number of years of their respective initial terms (one (1) or two (2) years to maintain staggered terms) for each such Director. Thereafter, upon the expiration of the term of office of each Director elected by the Members, a successor shall be elected to serve a term of three (3) years, and all subsequent terms shall be for three (3) years. The Directors elected by the Members shall hold office until their respective successors have been elected. The members of the Board shall serve for a maximum of two (2) consecutive terms. Any member of the Board who fails to attend three (3) consecutive Board meetings or fails to attend at least seventy-five percent (75%) of the Board meetings held during any fiscal year shall be deemed to have tendered their resignation and, upon acceptance by the Board, their position shall be vacant.

2. Section 2.6 shall be deleted in its entirety and restated with the following:

2.6 Duties and Powers. The Association shall operate for nonprofit purposes pursuant to the TBOC and does not contemplate pecuniary gain or benefit, direct or indirect, to its Members. The Association, acting through a Board of Directors, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Association's property as may be required or permitted by the Declaration, Bylaws, duly adopted rules, regulations and policies (collectively "Governing Documents") and Texas State law, including but not limited to, portions of the Texas Property Code Uniform Condominium Act, Chapter 82 (the "Act") and the Texas Business Organizations Code Chapters 2 and 22 ("TBOC"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

(A) To assure the upkeep, maintenance, improvement and administration of the Property owned by the Association, if any, and all lands, improvements, security devices and other real or personal property owned by, leased to, used by or the responsibility of the Association ("Common Elements", meaning all portions of the Property save and except the Units. All Common Elements are "General Common Elements" except if such Common Elements have been allocated as "Limited Common Elements" by the Declaration for the exclusive use of one or more but less than all of the Units);

(B) To assure the upkeep, maintenance, improvement and administration of any additional Property which may in the future be acquired by, placed under the control of or responsibility for which is assumed by the Corporation;

(C) To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the Common Elements or affairs of the Corporation in accordance with the Governing Documents and the Act, as amended from time to time;

(D) To promote the health, safety and welfare of the Members in accordance with the Governing Documents, as amended from time to time;

(E) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation arising under the Governing Documents, as amended from time to time or the Act and other applicable laws of the State of Texas;

(F) To enforce applicable provisions of the Governing Documents (as amended from time to time) and any other instruments for the management and control of the properties within the Condominium Project including, without limitation, the power:

(1) To fix, levy, collect and enforce payment, by any lawful means, including but not limited to a collection policy providing for payment plans, late fees and administrative fees;

(2) To enforce all restrictions, covenants and affirmative obligations imposed pursuant to the terms of the Governing Documents, as amended from time to time and to adopt such policies as needed, including but not limited to, a fine policy, a suspension of privileges policy, a towing policy and a forced maintenance policy to aid in the enforcement of the terms of the Governing Documents and to collect assessments, charges and other amounts imposed on an Owner pursuant to the terms of the Governing Documents;

(3) To contract for and to pay for maintenance and improvement of the Common Elements or areas for which the Corporation is responsible as contemplated by the Governing Documents;

(4) To employ personnel or management firms reasonably necessary for the administration and operation of the Corporation, and to discharge the powers and duties of the Corporation arising under the Governing Documents, as amended from time to time, including the employment of accountants, attorneys and/or other professionals, as appropriate; and

(5) To pay all office and other expenses incidental to the conduct of the business of the Corporation, including all insurance expenses, licenses, taxes and special tax or utility Assessments which are or would become a lien on any portion of the Properties over which the Corporation has authority to exercise control;

(G) To develop, create and adopt rules, regulations, policies and procedures necessary, as determined by the Board of Directors, which are necessary or convenient to the operation, management, maintenance and administration of the Common Elements or the affairs of the Association, which shall include but not limited to, use of Common Elements, construction policies, procedures and regulations, and environmental policies.

(H) To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Corporation may now or hereafter have or exercise in accordance with the Texas Property Code, the Act and the Texas Business Organizations Code.

3. Section 2. BOARD OF DIRECTORS shall be amended and supplemented by adding Section 2.14 as follows:

2.14 Place of Meetings. Meetings of the Members and Directors, whether in-person or remote, shall be held at the time and if an in-person meeting, at the property or other place in San Antonio, Texas as determined by the Board of Directors and stated in the notice of the meeting or in a waiver of notice.

B. Section 3. MEETINGS OF THE ASSOCIATION shall be amended, restated and supplemented as follows:

1. Section 3.1 shall be deleted in its entirety and restated with the following:

3.1 Annual Meetings.

(A) The annual meeting of the Members of the Association, whether in-person or remote, shall be held at the property annually during the month of April, at such time, date, and, if an in-person meeting, or such other place in San Antonio, Bexar County, Texas, as may be determined by the Board of Directors, except such meeting shall not be held on a Sunday or a national holiday and except in the case of a catastrophic event as described below. At the discretion of the Board of Directors, the annual meeting of the Members of the Association, whether in-person or remote, may be held at such other reasonable date and time provided the date is within thirty (30) days before or after the anniversary date of the last previously held annual meeting of Members (except in the case of a catastrophic event) and is not a Sunday or a national holiday. Further, the Board of Directors, at its discretion, may conduct any regular or special called meeting of the Members by means of any combination of in-person, virtual, remote, electronic, telephonic conference or similar communications equipment, including video-conferencing technology or the Internet, or any combination of audio and video equipment, if the telephone, video or other equipment or system permits each Person participating in the meeting to communicate with all other Persons participating in the meeting (a "Remote Meeting"). Participation in such a Remote Meeting shall constitute presence in-person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the Remote Meeting is not lawfully called or convened. A right to attend a Remote Meeting is not the same as a right to participate.

(B) However, notwithstanding any other provision to the contrary, should the annual meeting be delayed as a result of a catastrophic event caused by an act of God (e.g., floods, fires, earthquakes) or other causes, such as: war; an act of terrorism; an epidemic, pandemic, or public health crisis; a mandated quarantine, shelter in place or similar order from any applicable state, county or local governmental authority or agency; or, any other cause or event which poses a material risk to adversely impact the health, safety and welfare of the Members of the Board of Directors or the Association that is beyond the control of the Board of Directors ("Catastrophic Event"), the then seated Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided herein. In such event, the Board of Directors shall schedule the annual meeting as soon as practical, at the discretion of the Board of Directors, following the scheduled date of the annual meeting or the date required by the Restated Bylaws of the Association.

2. Section 3.2 shall be deleted in its entirety and restated with the following:

3.2 Special Meetings. Special meetings of the Members for any purpose or purposes

whatsoever may be called at any time by the President, by a majority of the Board of Directors, or by the condominium owners representing not less than one-third or more of the undivided interest in the common elements. The meeting must be held within thirty (30) days after a resolution signed by the Board of Directors or the Board of Directors' receipt of a petition from the Members. The notice of any special meeting shall state the time, date and place within San Antonio, Bexar County, Texas of such meeting and the purpose thereof. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

3. Section 3. MEETINGS OF THE ASSOCIATION is amended and supplemented by adding the following 3.5 Notice of Meetings.

3.5 Notice of Meetings. Except as otherwise provided in the Certificate of Formation or these Bylaws, written notice of each meeting of Members, whether in-person or remote or any combination thereof as determined by the Board of Directors, shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than sixty (60) days before the date fixed for such meeting, to each Member, addressed to the Member's address last appearing in the Condominium Records of the Association or supplied by such Member to the Association for the purpose of notice. Alternatively, if the Member's email address is registered for the purpose of statutory notice, such notice may be given by emailing the same not less than ten (10) nor more than sixty (60) days before the date fixed for such meeting, to the Member's email address last appearing in the Condominium Records of the Association. Such a notice shall specify the time, date, and, if an in-person meeting, place of the meeting, whether initial or reconvened, and, in the case of a special meeting, the purpose(s) of such meeting. For an Association-wide vote or election to be conducted without a meeting, written notice to each Member shall be given not less than twenty (20) days before the latest date on which a ballot may be submitted to be counted. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose(s) for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

Whenever written notice to a Member of the Association is permitted or required hereunder, such notice shall be given by mailing such to the address of such Member appearing in the Condominium Records of the Association, unless such Member has given written notice to the Association of a different address, in which event such notice shall be mailed to the Member at the address so designated, or, if the Member has provided the Association the Member's email address for purposes of notice, such notice shall be sent to the Member at the provided email address.

4. Section 3. MEETINGS OF THE ASSOCIATION is amended and supplemented by adding the following 3.6 Methods of Voting.

3.6 Method of Voting.

(A) Subject to the foregoing limitations, the Members shall be entitled to the same number of votes as the percentage of undivided interest of the common elements assigned to their Unit as such undivided interests are designated in Exhibit C to the Declaration for each Unit in which they hold the interest required for membership. No Owner shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Unit to the Secretary of the Association.

(B) All Members of the Association may attend meetings of the Association and, if voting is to occur at a meeting, all voting Members may exercise their vote or votes at such meetings

in-person, by proxy if a vote is held at an in-person meeting, by absentee ballot and/or by electronic methods, if offered by the Association. Every proxy shall: (i) be in writing, signed and dated by the Member or such Member's duly authorized attorney-in-fact; (ii) specify the Unit(s) for which it is given; (iii) contain the Member's contact information (e.g., telephone, email address, or facsimile number) for verification purposes; and (iv) be filed with the Secretary of the Association by the date and time designated by the Board of Directors. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast. At any time after a Member executes a proxy, but prior to the voting deadline established by *Subsection (F)* herein, the Member may revoke the proxy by submitting a post-dated absentee ballot or delivering a notice of cancellation of the proxy to the Secretary of the Association. Every proxy shall be valid for a period of eleven (11) months, unless stated otherwise, and shall automatically cease upon conveyance by the Member of their Unit(s). In the event more than one (1) valid proxy is submitted for a Member, the latest executed proxy, as determined by the date and/or time of signature, shall control. If the latest executed proxy is undeterminable, both proxies shall be invalid. Any vote cast in an election or vote by a Member must be in writing, signed and dated by the Member. In any election, written and signed ballots are not required for uncontested races. Cumulative voting, fractional votes, and split votes will not be permitted. The decision of the Board of Directors as to the number of votes a Member is entitled to cast, based upon their percentage of undivided interest of the common elements assigned to the Units owned by the Member, shall be final.

(C) Notwithstanding *Section 3.6 B.* pertaining to a Member's right to vote at an in-person meeting, at the discretion of the Board of Directors, the election of the Board of Directors may occur immediately prior to an annual meeting by an Association-wide vote by electronic and/or mail-in ballots without a meeting. In such an event, all the requirements for meeting quorum, as described in *Section 3.3*, and preparing a voting list shall apply to the Association-wide election without a meeting. For an election or vote of Members not taken at a meeting, the Association shall give notice of the election or vote to all Members entitled to vote on any matter under consideration. The notice shall be given not later than the twentieth (20th) day before the latest date on which a ballot may be submitted to be counted. The period of voting and the deadline for the receipt of electronic and mail-in ballots shall be published in the Notice of Association-Wide Election. In such event, votes received after the published deadline shall not be counted for quorum or voting purposes.

(D) An electronic vote (i) given by email, facsimile, or posting on an internet website established by the Association for voting, if available, (ii) for which the identity of the Member submitting the ballot can be confirmed, and (iii) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot shall constitute a written and signed ballot.

(E) For in-person meetings, an absentee or electronic ballot (i) may be counted as a Member present and voting and for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the Member attends the meeting to vote in-person, so that any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (iii) may not be counted on the final vote of a proposal if the motion amended at the meeting is different from the exact language on the absentee or electronic ballot.

(F) In the event of a Remote Meeting (as defined in *Section 3.3(A)* above), all voting Members may exercise their vote or votes at the Remote Meeting by absentee ballot and, if offered by the Association, by electronic methods. If a Member elects to appoint an individual to vote on

the Member's behalf by proxy, the proxy will be used in conjunction with an absentee ballot by attaching the proxy to the absentee ballot and submitting the absentee ballot to the Election Officer or such other Person designated by the Board of Directors. For a Remote Meeting, the Board of Directors may extend the voting period beyond adjournment to listen to candidates' presentations as to their qualifications and the reasons the candidates desire to be a member of the Board of Directors or, if the vote is on a proposal, to allow the Members to be informed. The deadline for the receipt of proxies, absentee ballots and, if offered, electronic ballots shall be published in the Notice of Annual Meeting or Special Called Meeting. In such event, votes received during the extended voting period shall be considered a vote taken at the Remote Meeting.

5. Section 3. MEETINGS OF THE ASSOCIATION is amended and supplemented by adding the following 3.7 Order of Business.

3.7 Order of Business at Meetings. The order of business at annual meetings and so far, as practicable at other meetings of Members shall be as follows, unless changed by the Board of Directors:

- (A) call to order;
- (B) proof of due notice of meeting;
- (C) determination of quorum and examination of proxies;
- (D) voting for Directors (if applicable);
- (E) announcement of availability of voting list;
- (F) announcement of distribution of annual statement;
- (G) reading and disposing of minutes of last meeting of Members;
- (H) reports of officers and committees;
- (I) executive session
- (J) unfinished business;
- (K) new business; and
- (L) adjournment.

C. Section 8 ABATEMENT AND ENJOINMENT OF VIOLATIONS BY CONDOMINIUM OWNERS shall be amended by deleting Section 8.1.1 and restating it with the following:

8.1.1 To enter the condominium in which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting condominium owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner or trespass, except that access may be had at any time without notice in an emergency situation.

D. Section 13. Offices and Agent shall be deleted in its entirety and restated with the following:

13. OFFICES AND AGENT.

(A) The principal office of the of the Corporation shall be located at 7500 Callaghan Rd, San Antonio, Texas 78229, or such other location within the State of Texas as may be designated from time-to-time by the Board of Directors. The registered office may, but need not, be identical with the Association's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided in the Code. Meetings of Members and Directors may be held at such places within San Antonio, Bexar County, Texas, as may be designated by the Board of Directors from time to time.

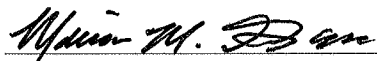
(B) The Board of Directors may hire and empower a Managing Agent for the Association who shall perform or cause to be performed all acts and responsibilities of the Board of Directors which may by law and by these Bylaws be delegated. The choice of managing agent shall be at the sole discretion of the Board of Directors.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Second Amendment to the Amended and Restated Bylaws of **LAFAYETTE PLACE HOME OWNERS ASSOCIATION**, was duly approved and adopted by a majority vote of the Board of Directors at a meeting duly called and held on the 21st day of MAY, 2025. The undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Second Amendment to the Amended and Restated Bylaws constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Lafayette Place Condominiums, a Condominium regime located in San Antonio, Bexar County, Texas, as hereinabove described.

Signed this 21st day of MAY, 2025.

LAFAYETTE PLACE HOME OWNERS ASSOCIATION

By: 
Name: MONICA GARCIA
Secretary of the Board of Directors.

File Information

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

Document Number: 20250096054
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Recorded Time: 12:37 PM
Total Pages: 12
Total Fees: \$65.00

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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: 5/28/2025 12:37 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk