

ORDINANCE NO. 707

AN ORDINANCE OF THE CITY OF BULVERDE, TEXAS ADOPTING THE TAX RATE FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF BULVERDE, TEXAS FOR THE 2022-2023 FISCAL YEAR; PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME TAXES SHALL BECOME DELINQUENT IF NOT PAID; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bulverde, Texas (the “*City*”) has thoroughly evaluated the City’s needs and have projected its financial requirements for the 2022-2023 fiscal year, and

WHEREAS, the City Council has the authority to adopt a tax rate and levy ad valorem taxes to fund the City’s needs and financial requirements; and

WHEREAS, notice of the meeting at which this ordinance was passed was duly posted and this Ordinance was passed in accordance with the Open Meetings Act; and

WHEREAS, proposed tax rate was duly presented to the City Council and a public hearing was ordered by the City Council and a public notice of said hearing was caused to be given by the City Council and said notice was published in the New Braunfels Herald Zeitung and on the home page of the Internet website of the City as required by Sections 26.06 and 26.065 of the Texas Tax Code and said public hearing was held according to said notice in accordance with Section 26.05, Texas Tax Code;

WHEREAS, the City Council finds and determines that the passage of this Ordinance promotes the health, safety, and welfare of the public and the City of Bulverde; and

WHEREAS, the City Council finds and determines that the meeting at which this Ordinance was passed was open to the public, that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code; and that the City of Bulverde complied with all other requirements;

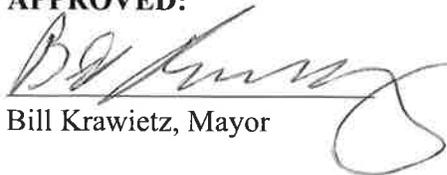
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BULVERDE, TEXAS THAT:

1. **Findings of Fact.** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
2. **Enactment.** The City Council of the City of Bulverde, Texas hereby adopts a tax rate of 17.0800 cents on each \$100.00 valuation of all property, real, personal, and mixed within the corporate limits of the City subject to taxation, such ad valorem taxes to be levied in accordance with the following:
 - A. The taxes levied under this Ordinance shall be due on or before January 31, 2023.

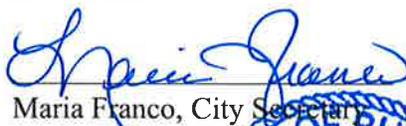
- B. Taxes become delinquent if not paid by February 1, 2023.
- C. All taxes shall become a lien upon the property against which assessed, and the Comal County Tax Assessor/Collector office is authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the State of Texas and Ordinance of the City of Bulverde, Texas and shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the interest and penalty collected from such delinquent taxes shall be apportioned to the general fund of the City of Bulverde. All delinquent taxes shall bear interest from the date of delinquency at the rate as prescribed by state law.
- D. Any property, for which an Agricultural Special Valuation has been filed and approved by Comal County, Texas shall be taxed at the valuation assigned to said property by Comal County for the purposes of collection of ad valorem taxes for the City of Bulverde, Texas.
3. **Tax Rate Statement.** In accordance with § 26.05(b)(1) of the Texas Tax Code, the following statements are included in this ordinance: THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 25.78357 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00.
4. **Repealer.** All ordinances, resolutions, or parts thereof that are in conflict or are inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict or inconsistency, and the provisions of this Ordinance shall be and remain controlling as to the matter regulated herein.
5. **Severability.** Should any section, subsection, sentence, provision, clause, or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause, or phrase of this ordinance and same are deemed severable for this purpose.
6. **Effective Date.** This Ordinance shall be effective as of the date of adoption.

PASSED, APPROVED AND ADOPTED THIS 13th DAY OF September, 2022.

APPROVED:


Bill Krawietz, Mayor

ATTEST:


Maria Franco, City Secretary



owners of any livestock, pets or ratitae kept on any lot, shall be strictly liable for any damages done to the property or person of any third party by such livestock, pets or ratitae which may occur outside the lot's fence lines.

17. Signs: No signs or advertisements may be displayed on any lot except to advertise its sale. No more than one sign advertising a lot for sale shall be displayed on any one lot and such sign shall be no larger than five square feet (5').

18. Oil, Gas and Mineral Development: No oil or gas drilling, exploration or development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted on a lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any lot.

19. Caves and Sinkholes: NATURAL CAVES AND SINKHOLES MAY OCCUR ON SOME OF THE LOTS IN THE SUBDIVISION. EACH PROSPECTIVE LOT OWNER SHOULD PERSONALLY INSPECT THE LOT IN WHICH HE IS INTERESTED TO ASSURE HIMSELF OF THE LOCATION OF ANY SUCH CAVES AND/OR SINKHOLES WHICH MAY BE LOCATED THEREON.

20. Culverts. The headwalls of any culvert which is constructed adjacent to the public road to provide access between the lot and such public road shall be of concrete or masonry.

21. Architectural Control Committee: All improvements on each lot shall be subject to the review of an Architectural Control Committee (hereinafter referred to as the "Committee") as follows:

a. The initial member of the Committee shall be James Ritchie McCulloch, III, currently of San Antonio, Texas. The Committee may designate a representative to act for it at any time or for any period. In the event of the death or resignation of any member of the Committee, the remaining member(s) may act without filling the vacancy or shall have full authority to designate a successor. Neither the member(s) of the Committee, nor its designated representative, shall be entitled to any compensation for services performed hereunder. In the event of the death or resignation of all member(s) of the Committee prior to the appointment of a successor, a new Committee of not less than three nor more than five persons shall be appointed to exercise the powers herein defined, such appointment to be evidenced by a duly recorded instrument executed by the owners of fifty-one percent (51%) or more of the Subdivision (by area).

b. No building, structure, fence, wall, well, septic tank system or other improvement shall be commenced, erected, placed or maintained on any lot, nor shall any addition to or change or alteration therein be made, until the construction plans and specifications, and a plot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved by the Committee as to compliance with quality of workmanship and materials, harmony of external design with existing structures and the general plan of development, and as to location with respect to property lines, building lines, easements, existing and proposed water wells and septic tank systems, topography and finish grade elevation.

c. Construction plans and specifications submitted to the Committee shall be in such form as it may require and shall include, at a minimum, plans of all floors and levels involved, elevations of all sides of the proposed structure, a section through the structure to explain the relationship of the floor levels and stairs, notes or specifications describing the materials to be used on the exterior and location of the proposed improvements or alterations thereto on the lot.

d. The Committee's approval or disapproval or other action

as required in these covenants shall be by majority vote, shall be evidenced in writing and shall be delivered in person or by registered or certified letter addressed to the requesting party at an address which must be supplied with the submission. In the event the Committee should fail to approve or disapprove the plans, specifications and plot plans within ninety (90) days after they have been submitted to it, it will be presumed that the same have been approved, provided the same were submitted to the Committee in writing by certified mail, return receipt requested, with an address provided to which the reply should be mailed. The judgment of the Committee in the exercises of its discretion in this respect shall be final and conclusive. Under no circumstances shall the Committee or any of its members be subject, jointly or severally, to any suit by anyone for money damages or otherwise.

e. Plans for fencing must be submitted to the Committee for approval or disapproval. Chain link fencing may be used for enclosures within the lot's property lines, provided such chain link fence does not encroach upon the front, back or side set-back lines. No chain-link fence shall be allowed or approved which is located on the perimeter of a lot or which encroaches upon the lot's front, back or side set-back lines.

f. Construction of any structure approved by the Committee shall commence within six (6) months of such approval; and the completion of such construction must be accomplished within nine (9) months of the commencement of such construction.

22. Enforcement: Developer, its successors and assigns, shall have the right, but not the obligation, to enforce observance and performance of the restrictions, easements, covenants and conditions contained herein and, in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all other legal remedies provided herein or by law, to an injunction, either prohibitive or mandatory. The Committee, as well as the owner of any lot or lots in the Subdivision, likewise shall have the right either to prevent a breach of any such restriction or covenant or to enforce the performance thereof. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

23. Limitations of Liability: Neither the Developer, nor the Architectural Control Committee, nor any member of such Committee, shall be liable in damages or otherwise to anyone submitting plans, specifications and plot plans for approval or to any owner of a lot in the Subdivision by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans, specifications, plot plans or other matters submitted to it or arising out of any other action taken or not taken by them, jointly or severally, pursuant to the provisions of this Declaration.

24. Partial Invalidity: Invalidation of any of these covenants, conditions, easements or restrictions (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants, conditions, easements and restrictions contained herein.

25. Laws and Regulations: All owners of any lots within the Subdivision shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

26. Texas Veterans Land Board: It is anticipated that some of the lots within the Subdivision shall be sold to veterans through the Texas Veterans Land Board Program. Notwithstanding anything to the contrary contained herein, these restrictions shall not, and shall not be construed to, prevent the Texas Veterans Land Board from deeding one acre to a veteran for a homesite in order that he might construct a residence thereon. Nor shall these restrictions be construed to charge or assess any fees to the Texas Veterans Land Board. (Notice : Any lot which has less than 80 feet of frontage on a county road will not be eligible for subdivision according to current Comal County Subdivision Rules and Regulations, for those Regulations currently require a lane not less than 40' wide to provide

access to the county road.)

27. Duration: These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the Subdivision for a period of twenty (20) years from the date of recordation, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of seventy-five percent (75%) of the Subdivision (by area) has been recorded agreeing to change said covenants in whole or in part. No such agreement to change shall be effective unless made and recorded within three months immediately prior to the date the covenants otherwise would be automatically extended.

IN WITNESS WHEREOF the undersigned have executed this instrument as of the 17th day of June, 1993.

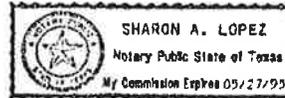
BULVERDE OAKS, LTD.

By: James Ritchie McCulloch, III
James Ritchie McCulloch, III
General Partner

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on June 17, 1993, by JAMES RITCHIE MC CULLOCH, III, General Partner of BULVERDE OAKS, LTD., a Texas Limited Partnership, on its behalf.

Sharon A. Lopez
Notary Public in and for the
State of Texas



UPON RECORDATION, PLEASE
RETURN TO:

Luralce H. Wallace
1724 Milam Building
115 E. Travis St.
San Antonio, TX 78205