

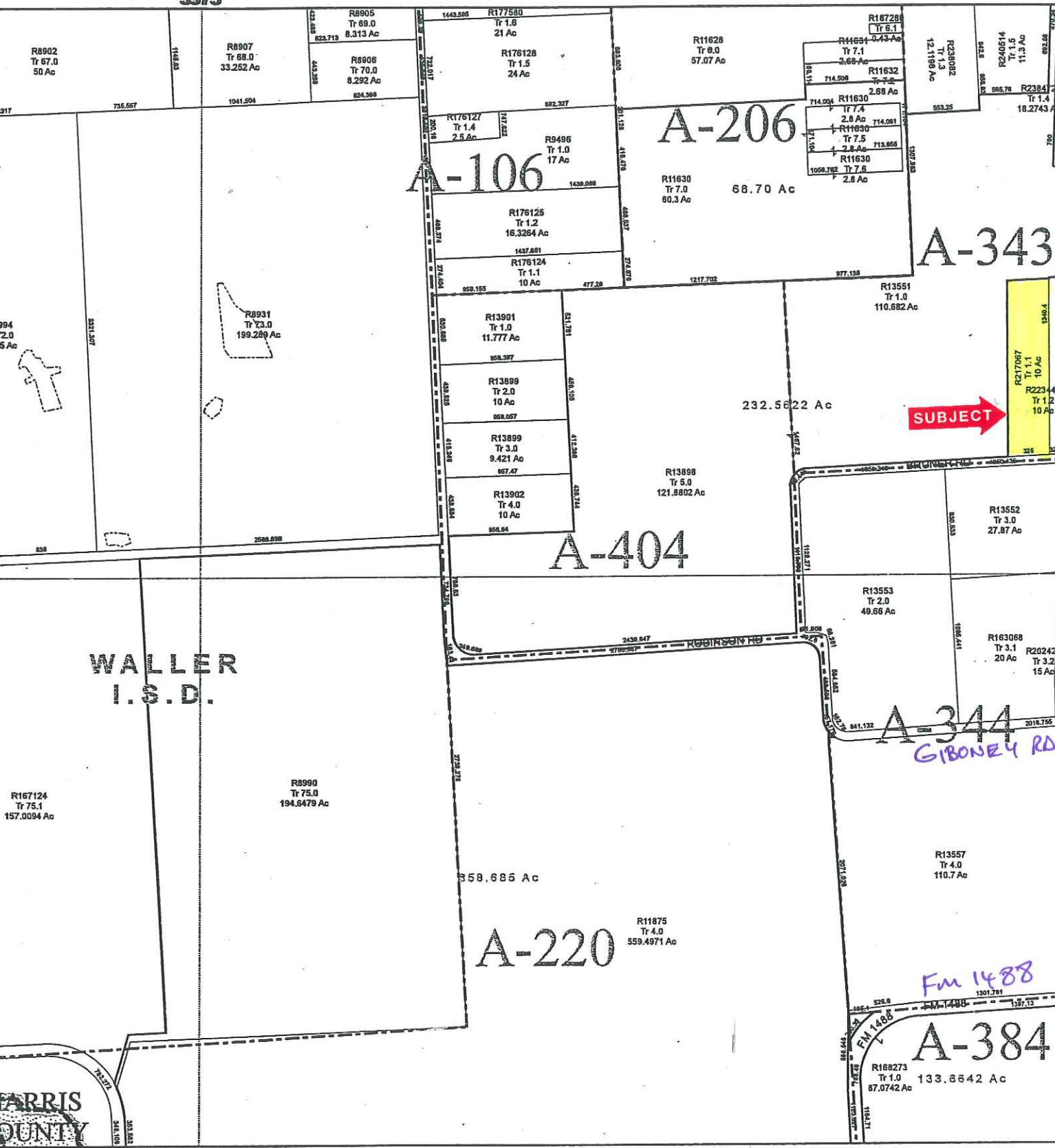


4075

4074

4073

3975



SUBJECT

GIBONEY RD

Fm 1488

A-384

WALLER I.S.D.

FARRIS COUNTY

Print Date: Mar 22, 2011

PRELIMINARY MAP

<http://www.bxcountydata.com>



1,000 500 0

WCA





## Waller CAD - Map of Property ID 217067 for Year 2012



### Property Details

#### Account

Property ID: 217067  
Geo ID: 334300-001-001-100  
Type: Real

Legal Description: ABS A334300 A-343 J M MILAM, TRACT 1-1, ACRES 10.0

#### Location

Situs Address: 31834 BRUNER RD WALLER, TX 77484  
Neighborhood: SWR S-9  
Mapsc0:  
Jurisdictions: ESD, GWA, RFM, SWR, CAD

#### Owner

Owner Name:  
Mailing Address:

#### Property **TAXABLE**

~~Appraised~~ Value: \$194680

<https://propaccess.trueautomation.com/Map/View/Map/92/217067/2012>

powered by:  
**PropertyACCESS**  
[www.trueautomation.com](http://www.trueautomation.com)

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Waller County Appraisal District expressly disclaims any and all liability in connection herewith.

AF\* 04905385

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**408243****DEED RESTRICTIONS**

WHEREAS, DANNY AND SHERRI RUMPH, (herein referred to collectively as "Seller/Owner"), are the owners of a called 294.2561 acre tract recorded in Volume 511, Page 554, W.C.D.R. being comprised of 172.3759 acres in the J. Milam Survey, Abstract No. 343 and 121.8801 acres in the T. Stefflemier Survey, Abstract No. 404, Waller County, Texas, and being described by metes and bounds on the attached Exhibit "A", and said 172.3759 acre tract shall herein be referred to as "Restricted Tract."

WHEREAS, as of the date hereof the Seller/Owner has conveyed to Leann J. Clark ("Clark") a certain 10 acre tract of land out of the Restricted Tract, as described on Exhibit "B" attached hereto and made a part hereof (said 10 acre tract hereinafter referred to as the "Clark Tract").

WHEREAS, Seller/Owner desires to create and carry out a uniform plan for improvements, development and sale of all tracts within the Restricted Tract, including the Clark Tract; and, to that purpose, Seller/Owner hereby adopts, establishes and imposes the following declarations, reservations, protective covenants and limitations ("Restrictive Covenants") governing conveyance of all tracts within the Restricted Tract; and each contract or deed for a tract within the Restricted Tract which may be hereafter executed with regard to any of the tracts within the Restricted Tract shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

1. No tract within the Restricted Tract may be smaller than 10 acres. No tract shall be sub-divided into smaller lots or tracts.
2. No owner of a tract within the Restricted Tract shall occupy or use such tract or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single-family residence for the owner, his family, guests, and tenants, and no retail or commercial use shall be made of the same, or any portion thereof. All buildings or structures on the Restricted Tract shall be of new construction. No residence shall have metal walls or wall of temporary sheeting. Notwithstanding the foregoing, an owner may use his home for his own private, professional use as long as such use does not supersede the primary use of the home as a residence or conflict with the intent of these restrictions to create an essentially residential community. It is also not the intention of the Seller/Owner to limit the number of individuals who have not attained the age of 18 years of age who are brothers and/or sisters who may be domiciled with their parent, parents, or other legal guardian or the designee of such parent, parents, or legal guardian with the prior written consent of said parent, parents, or legal guardian. It is not the intention of Seller/Owner to violate any local, state, or Federal laws or Regulations and if this section is construed by any court of competent jurisdiction and found to be invalid, illegal or unenforceable then this section shall be construed to be amended to limit the restriction to the maximum limitation allowed by law.
3. No mobile home, manufactured home, structure of a temporary character, tent, shack, campers, or other outbuilding shall be used on any tract within the Restricted Tract at any time as a residence, either temporarily or permanently; nor shall any

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used residence or other used structure be moved onto any such tract. However it shall be deemed to be permissible to live in a recreational vehicle or in a living quarters of an outbuilding on a temporary basis for a period of time not to exceed one year while the main residence is being built.

4. Any residence constructed in the Restricted Tract shall be new construction with the exception of such decorative accessories as are customarily used by builders in the construction of new residences. All residences, exclusive of open porches, carports, breezeways, and garages, shall contain not less than two thousand (2,000) square feet of living area for a one-story residence, or twenty six hundred (2,600) square feet of living area for a two-story residence. The minimum square footage for the first floor of a two-story residence shall be eighteen hundred (1,800) square feet. A minimum of eighty percent (80%) of the exterior wall area, exclusive of doors and windows, shall be masonry, brick, stucco or wooden log construction.

All outbuildings, garages, barns and dependencies shall be constructed from new materials and located at the rear of the residence.

Each owner of a tract within the Restricted Tract must install his own private water well and septic system that is in accordance with all government regulations. No installation of any type of sewage disposal device shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body.

All entries, driveways, sidewalks, circle driveways, etc. which cross drainage ways will be across an approved culvert as determined by Waller County or other governmental authority having jurisdiction. No owner may disturb the drainage or water flow of the Restricted Tract by blocking or impeding it in any manner. Furthermore, it is the tract owner's responsibility to maintain and keep clean the drainage ways and culverts associated with such tract. All driveways must enter the road or street at a ninety (90) degree angle at a minimum of twenty-five (25) feet from the side property lines.

5. No building or structure shall be located on any tract within the Restricted Tract nearer than one hundred (100) feet to the front tract line. No building or permanent structure of any kind shall be located on any tract nearer than fifty (50) feet to the side or rear property line of such tract.
6. No business or commercial structure of any kind or nature whatsoever shall be built on any portion of a tract within the Restricted Tract, including towers used for transmission, reception or transfer of electronic signals.
7. No obnoxious or offensive activity may be carried on or conducted on any tract within the Restricted Tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners. This shall include noise pollution such as barking dogs, loud music or any animal or fowl that causes a nuisance. If the owners of a majority of the tracts within the Restricted Tract determine an activity or situation be obnoxious or offensive then the subject activity

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or situation will be considered to be obnoxious or offensive. No owner of tract shall permit or continue to permit the erection, placement, or existence upon that tract of any condition which endangers the health of any neighboring owner or residence, nor which disturbs the reasonable enjoyment of any neighboring property by its owner or resident.

8. Discharge of firearms is prohibited other than the disposal of undesirable wildlife.
9. All exterior improvements, including residences, garages, driveways, sidewalks, culverts, required lighting, and mailboxes, must be completed in a reasonable length of time. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residence or other structure is twelve (12) months from the date the slab or foundation is poured or installed, or the placing of materials therefore on said property, whichever occurs the earliest. An extension may be permitted for reasonable cause.
10. No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence improvements and then such material shall be placed within the property lines on the tract or parcel of land upon which improvements are to be erected, and shall not be placed on the streets or between the street and the property line.
11. No sign of any kind shall be displayed to public view on any tract or building except one sign of no more than 4' X 4' in area offering to it for sale or rent by owner or owner's agent. Association signs, i.e., APHA, AQHA, or ranch name are permitted.
12. Owners of each tract shall at all times maintain the tract a healthful, sanitary, neat and presentable condition. No trash, garbage, junk, scrap, waste matter or debris of any kind shall be dumped or permitted to accumulate on said property. Prior to trash disposal and removal, trash, garbage, or other waste shall be temporarily kept in adequate containers which shall be maintained in a clean and sanitary condition and screened by adequate planting or fencing so as to conceal them from the public view. Waste placed by the roadway for pickup shall be in such containers or in disposable containers and shall not be placed at the roadway any earlier than 6:00 p.m. on the date prior to trash/garbage pickup.
13. Each tract owner is bound and obligated, through the purchase of such tract, to maintain the same and any improvements thereon, at tract owner's expense, in a safe, neat and attractive condition and otherwise in compliance with these Restrictive Covenants.
14. No tract within the Restricted Tract may be used for the commercial breeding of poultry or swine. No owner may maintain more than one large animal (horse or cow) per one (1) acre contained within the owner's tract, excluding one acre for the residence. In any event, the owner of the tract may keep enough of said animals to obtain an agricultural exemption under the guidelines set out therefor by the Waller County Appraisal District. No hogs, swine or goats may be kept on any tract except

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temporarily as part of a bonafide FFA or youth organization project. If any member of any owner's family is under the age of nineteen (19) and is a bonafide member of any 4-H Club or Future Farmers of America Club, then one animal per each member (but not in excess of three) shall be permitted for the purpose of raising such animal(s) for competition or as part of a club project, provided, however, that (1) such animals be kept in a pen or other enclosure, (2) the tract shall be kept clean and in a sanitary condition, and (3) the animal shall be removed from the tract upon completion of the competition or club project. Shelter for these animals shall not be visible from the road and shall be located a minimum of fifty (50') feet from the side property line, and neatly maintained. No type of kennel for the commercial raising or keeping of dogs, cats or other household pets shall be permitted. It is stipulated that 6 or more such dogs, cats or other household pet (excluding new born animals under 3 months old) shall constitute raising or keeping a kennel for commercial purposes. Any and all animals, including household pets, require appropriate fencing to confine them to their tract. No animal shall be permitted on the tract until appropriate fencing is completed.

15. No outside toilets, privies, cess pools shall be dug or permitted on any part of the Restricted Tract. Individual ponds may be constructed on a tract so long as they are maintained so as not to become stagnant and do not interfere with the existing or planned drainage of the Restricted Tract.
16. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any tract.
17. No repair work, dismantling or assembling of motor vehicles or any machinery or equipment shall be done in any street or in areas visible from the street or adjoining properties. No vehicle which is inoperative, wrecked, dismantled, partially dismantled or discarded or which does not have lawfully affixed thereto both an unexpired registration decal and a valid motor vehicle safety inspection certificate, shall be permitted to be kept on any Restricted Tract that is visible from the street or any adjoining tract.
18. No boat, boat trailer, luggage trailer, travel trailer, cattle trailer, or any trailer or motor home is to be parked on any tract for more than forty-eight (48) hours (except during construction period - see #3 above) unless said trailer is stored on the back one-half (1/2) of the tract or is kept in an enclosed garage, barn, carport or stored behind the house and out of sight from the road.
19. Any fences installed shall be maintained in good repair.
20. Roofs shall be constructed of asphalt or composition type shingles or aluminum with a minimum of twenty-five (25) year manufacturer's warranty.



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21. Invalidation of any one or any part of these Restrictive Covenants by judgment or court order shall not affect any of the other provisions or parts of provisions which shall remain in full force and effect.
22. Each owner of a tract within the Restricted Tract, hereby covenants, and each owner of such tract by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree that these restrictions are a covenant running with the land.
23. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Restrictive Covenants are recorded, at which time they shall be automatically extended for successive ten (10) year periods unless an instrument signed by seventy-five percent (75%) of the then owners of tracts in the Restricted Tract covered by these Restrictive Covenants has been filed of record prior to the end of said twenty-five (25) year period, agreeing to change these covenants and restrictions in whole or in part. These Restrictive Covenants may be amended by an instrument signed by the owners of at least seventy-five percent (75%) of the tracts covered by these restrictions presently filed or as may be enlarged in the future. Any amendment must be recorded.
24. These restrictive covenants and use limitations herein provided for on such land are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to any such tracts; including the right to acquire title to any such tracts by contract or otherwise or said land, whether by descent, devise, purchase or otherwise, and any person procuring the right by contract to acquire title to any tract of land by virtue of the filing hereof in the Deed Records of Waller County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitations on such land by reference hereto in the instrument or instruments under which he acquired the title to, or the right to acquire title to, any parcel of land.
25. The owners of tracts within the Restricted Tract, shall further have, the authority to enforce any and all of the covenants and conditions set forth in these Restrictive Covenants against any person or persons violating or attempting to violate the same, and in furtherance of the foregoing, and not by the way of limitation, any other may institute proceedings at law or in equity to restrain violation of these Restrictive Covenants and to recover damages for the breach of violation thereof and attorney's fees in connection with enforcement of these Restrictive Covenants.
26. The singular wherever used herein shall be construed to mean the plural where applicable, the pronouns of any gender shall include the other genders, and the necessary grammatical changes required to make the provisions hereof applicable to individuals, corporations, trusts, partnerships, or other entities shall in all cases be assumed as though in each case fully expressed.

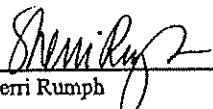
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27. If these Restrictive Covenants or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the general purposes and objectives of these Restrictive Covenants shall govern.
28. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any word, clause, sentence or provision appearing in these Restrictive Covenants shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.
29. The Seller/Owner shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these Restrictive Covenants by any instrument in writing duly signed, acknowledged, and filed of record for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein.
30. Any notice required to be sent an owner under these Restrictive Covenants shall be deemed to have been properly sent when mailed, postage prepaid, registered or certified mail, return receipt requested, to the property address of the owner's tract, on the records of the Waller County Appraisal District at the time of such mailing.
31. The invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictive Covenants, or any part thereof, shall not affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.
32. If, through error or oversight or mistake, any owner of a tract of land builds or causes to be built, any structure thereon which does not conform to all of the limitations and restrictions recited herein, it is expressly provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other tracts of said land. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation, and such delinquency or delay shall not confer any implied right on any other owner or owners of tracts of said land to change, alter or violate any of the restrictions and limitations herein contained.

EXECUTED this 28th day of October, 2004.

SELLER/OWNER

  
\_\_\_\_\_  
Danny E. Rumph

  
\_\_\_\_\_  
Sherri Rumph

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THE STATE OF TEXAS     §  
                                     §  
COUNTY OF WALLER §

This instrument was acknowledged before me on the 28<sup>th</sup> day of October, 2004, by  
Danny E. Rumph and Sherri Rumph.



Cheryl Singleton  
Notary Public, State of Texas



Oct. 27, 2004 6:28PM LOOPER, REED & MCGRAW

No. 7152 P. 9/9

EXHIBIT "B"

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PROPERTY DESCRIPTION

10.0 ACRES OF LAND OUT OF A CALLED 294.2561 ACRE TRACT RECORDED IN VOL. 511, PG. 554 W.C.D.R. BEING COMPRISED OF 172.3768 ACRES IN THE A. MCLAM SURVEY, ABSTRACT No. 343 AND 121.8801 ACRES IN THE T. STEFFLEMER SURVEY, ABSTRACT No. 404, WALLER COUNTY, TEXAS, SAID 294.2561 ACRES ALSO BEING COMPRISED OF A CALLED 133.378 ACRE TRACT (VOL. 242, PG. 704, W.C.D.R.) AND THAT CERTAIN 191.342 ACRE TRACT (VOL. 331, PG. 138, W.C.D.R.) SAID 10.0 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS PER VOL. 511, PG. 554 W.C.D.R.)

COMMENCING AT A 4 INCH IRON PIPE FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 191.342 ACRE TRACT (VOL. 331, PG. 138, W.C.D.R.) AND THE MOST EASTERLY SOUTHEAST CORNER OF THE AFOREMENTIONED 294.2561 ACRE TRACT;

THENCE, S 89°30'40" W, ALONG A WIRE FENCE LINE, A DISTANCE OF 261.69 FEET TO A 1 INCH IRON PIPE FOUND IN THE EAST LINE OF BRUNER ROAD;

THENCE, N 32°48'55" W, ALONG THE EASTERLY LINE OF BRUNER ROAD, A DISTANCE OF 19.28 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT;

THENCE, N 34°48'47" W, A DISTANCE OF 24.85 FEET (CALLED: 24.02 FEET) TO AN 8" DIAMETER FENCE POST AT AN "L" CORNER IN BRUNER ROAD;

THENCE, S 89°50'42" W, ALONG THE NORTH LINE OF BRUNER ROAD AS FENCE, A DISTANCE OF 480.83 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, S 89°50'42" W, CONTINUE ALONG SAID NORTH LINE, A DISTANCE OF 325.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 02°33'41" E, DEPARTING THE NORTH LINE OF BRUNER ROAD, A DISTANCE OF 1340.40 FEET TO A 1/2 INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 89°50'42" E, A DISTANCE OF 325.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 02°33'41" W, A DISTANCE OF 1340.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.0 ACRES OF LAND.

Filed for Record

Nov. 8

A.D., 2004 at 1:40 o'clock P. M.

RECORDED

Nov. 10

A.D., 2004 at 9:30 o'clock A. M.

CHERYL PETERS, County Clerk, Waller County, Texas

By Stephanie Tompkins Deputy