

**WARRANTY DEED WITH VENDOR'S LIEN**

**DATE:** November 14, 2000

**GRANTOR:** Dr. Mostafa A. Soliman, and wife, Nawal Y. Soliman

**GRANTOR'S MAILING ADDRESS (including county) :**

15628 Ginger Lane  
Houston, Harris County, Texas 77040

**GRANTEE:** Arnesto Sabillon and wife Maria D. Calix

**GRANTEE'S MAILING ADDRESS (including county) :**

31127 Old Washington Rd  
Waller, Waller County, Texas 77484

**CONSIDERATION:**

1. The sum of (\$10.00) TEN DOLLARS AND NO/100 and other valuable consideration to the undersigned, the receipt of which is hereby acknowledged; and

2. The further consideration of the execution and delivery of one certain promissory note of even date herewith and described below:

**A. DEED OF TRUST**

**DATE:** November 14, 2000

**TRUSTEE:** Moss Amin

**TRUSTEE'S MAILING ADDRESS**

P.O.Box 2842  
Prairie View, Waller County, Texas 77446

**BENEFICIARY:**

Dr. Mostafa A. Soliman and wife, Nawal Y. Soliman

**B. NOTE**

**DATE:** November 14, 2000

AMOUNT: \$2,500.00 (TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS)

MAKER: Arnesto Sabillon, and wife, Maria D. Calix

PAYEE: Dr. Mostafa A. Soliman, and wife, Nawal Y. Soliman

**TERMS OF PAYMENT:**

TWO THOUSAND AND FIVE HUNDRED DOLLARS TO DR. MOSTAFA A. SOLIMAN AND WIFE, NAWAL Y. SOLIMAN BEGINNING NOVEMBER 14, 2000, AND \$568.00 EACH MONTH UNTIL THE PRINCIPAL AND INTEREST AT 9% ARE FULLY PAID. THE CONSIDERATION HEREOF SHALL SUPPORT ANY AGREEMENT MODIFYING THE FOREGOING SCHEDULE OF PAYMENTS.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

**PROPERTY ( including any improvements):**

TRACT A, OF SECTION TWO (2), AND WEST HALF OF SPRINGER DRIVE OF WILLOWBROOK SUBDIVISION, a subdivision situated in the R. Harvey Survey, A-141, Waller County Survey, Texas, according to the accepted map or plat thereof, recorded in Volume 347 at page 280 of the Deed Records of Waller County, Texas. EXHIBIT "A"

**RESERVATION FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. Grantee may drill a water well on the property, but no water can be moved, given, or sold to anyone. The water is for the use of the property owner.
2. All restrictions promulated by the WILLOWBROOK SUBDIVISION as described in a docement entitled RESTRICTIONS FOR WILLOWBROOK ESTATES attached as Exhibit "B" hereto.
3. Reserving and excepting to the Conveyance and Warranty herein all

Restriction, Easements, Exceptions and Reservations of record and the Proration of Taxes for the current year. If this sale or Buyer's use of the property after closing results in the assessment of additional taxes, roll back, penalties or interest for periods prior to closing, the said assessments will be the obligation of Buyer.

When the context requires, singular nouns and pronouns include the plural.

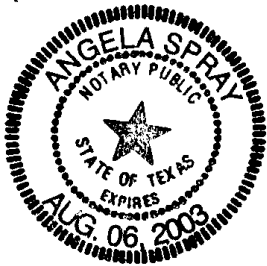
Singed this 17 day of November, 2000

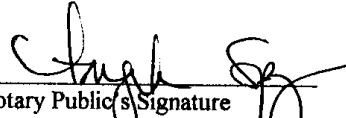
  
MOSTAFA A. SOLIMAN, GRANTOR

  
NAWAL Y. SOLIMAN, GRANTOR

STATE OF TEXAS  
HARRIS COUNTY

This instrument was acknowledged before me on the 17 day of November, 2000 by Dr. MOSTAFA A. SOLIMAN and NAWAL Y. SOLIMAN.



  
Notary Public's Signature

Angela Spray  
Notary's typed or printed name

My commission expires: 8/6/03



**RESTRICTIONS FOR WILLOWBROOK ESTATES**

The tract shall hereafter be hold subject to and shall here after be subject to the following restrictions, covenants, reservations, declarations and easements which shall be binding on all owners, purchasers, heirs, successors and assigns of any part of the tract:

1. Each contract, deed or deed of trust which may be hereinafter executed with respect to any property in the tract shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the reservations, restrictions and covenants herein set forth, regardless of whether or not any of such provisions are set forth in said contract, deed or deed of trust, and whether or not referred to in any such instrument.
2. The tract shall be used for residential purposes only, and not for commercial purposes of any kind or leased for any purpose. No noxious or offensive trades or activities shall be carried on in any part of the tract, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in the area. No part of the tract shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the laws of the local, state or federal governments. No animals shall be raised or maintained on the property in such manner or with such lack of care as to cause offensive odors or noises or as to otherwise be a nuisance or annoyance to persons of ordinary sensitivity.
3. Upon the sale thereof, no tract shall be subdivided or resubdivided by any purchaser.
4. No hogs, swine will be permitted.
5. No residence shall be built or maintained less than 1600 square feet, nor any manufactured housing shall be located on the premises of less than 1200 square feet of living area, exclusive of a garage and open porches. Residence shall be built at least 30 feet from the roadway. Material other than brick, stone, asbestos or material not commonly decorated or painted, shall be painted with at least two coats of paint. All outbuildings shall be located to the rear of the residence except that garages may be attached to the residence. All manufactured homes shall be skirted.
6. Not more than two residences shall ever be built or maintained on any tract. When construction of any improvements is begun it shall be completed with reasonable diligence and no construction material or equipments shall be stored on property except as construction is begun and continued with reasonal diligence. Exterior of any building must be finished within nine (9) months from the time material is delivered. All materials shall be new and construction shall be completed in a neat, workmanlike manner.
7. Whenever a residence is established, it shall provide an inside toilet and shall be connected with adequate septic tank and drain field until such time as sanitary sewers may be available. Outside toilets are strictly prohibited. No cesspool shall ever be dug, used or maintained, and drainage of septic tanks or sewerage into roads, lake, streets, alleys, ditches, creek, ravines or upon the open ground is prohibited. Upon construction of any residence, a culvert of sufficient size to permit the

free flow of water shall be placed at a point between the roadway and the property, and driveway constructed to the premises. The inside bottom of said culvert must be even with or below the level of the ditch.

8. There shall be no debris of any type, dirt or other materials dumped or placed on any road easement or into any ditch or drainage area. Accumulation of trash, garbage or brush is prohibited. No inoperable cars or trucks, boats or other unsightly objects, such as used equipments is allowed.

9. It is specifically agreed that Purchasers shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of the same and shall at all times maintain such property in conformity with the general plan and scheme of residential development as herein set forth, to the end purpose that the property herein sold, as well as other properties in the subdivision will maintain uniform conformative development. No leaves, brush, timber, debris or trash of any nature shall be permitted to be placed, disposed of or burned on the property or road right-of-ways.

10. No bulding shall be rected or constructed nearer than twenty (20) feet from any side or rear property line nor nearer than thirty (30) feet to side or front street property line. Barns and outbulings may not be built closer than one hundred (100) feet to any street property line.

11. No animals may be kept for commercial or breeding purposes, other than horses, cattle, and household pets. All such animals shall be kept on the owner's premises by wooden rail or 4 strand wire fencing.

12. No sign, advertisement, billboard or other advertising structure of any kind, except a sign advertising the tract for sale, may be erected or maintained on any part of the tract.

13. No portion of the tract shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotguns, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

14. In addition to any other remedies that may exist at law or in equity, in the event of a violation or attempted violation of the covenants, restrictions, conditions or reservations contained herein, any owner of any property in the tract shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions and both prevent such person or persons from so doing by prohibitive or mandatory injunctions and recover damages for such violations.

15. The invalidation of any one or more of these covenants, restrictions, conditions or reservations by any judgment or court order shall in nowise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.

16. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such deed of trust; and such Mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained, including said reservations, restrictions and covenants.

17. Should a Purchaser violate, or attempt to violate, any of the foregoing covenants and restrictions, the Seller shall be in nowise responsible, either financially or otherwise.

18. A water well is permitted on the tract, but no water can be removed, given or sold to anyone. The water is for the use of the property owner only.

Buyer E. J. Sullivan

Buyer Maria Caly

Date:

Filed for Record

Dec. 15

A.D., 2000 at 3:45 o'clock P. M.

RECORDED

Dec. 19

A.D., 2000 at 2:30 o'clock P. M.

CHERYL PETERS, County Clerk, Waller County, Texas

By Stephanie Simpson Deputy