

A Jamaica Corporation
DEED RESTRICTIONS

SECTION 1

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

Filed 7-19,1957
Recorded, book 1210, Pg. 423-432
Plat Map- Vol. 4, pg. 63-64

1 KNOW ALL MEN BY THESE PRESENTS:

2 That we, Earl Galceran, Jack J. Valenti, William W. Sherrill, Jack E. Wilson and Welcome
3 W. Wilson, owners of that certain property conveyed by deed from R. E. Smith, dated July 18,
4 1957, and recorded in Book 1219, pages 532 through 537 of the Deed Records of Galveston
5 County, Texas, which property has been subdivided under the name of Jamaica Beach, **Section**
6 **1**, in accordance with the lines, lots, buildings lines, streets and easements shown on the
7 recorded plat of said Jamaica Beach **Section 1**, do hereby dedicate, subject to the reservations
8 contained herein, to the purchasers of lots in said Jamaica Beach **Section 1**, and the purchasers
9 of lots in adjoining property which has been or may be developed and sold by Jamaica
10 Corporation, all of the streets and canals shown thereon forever. Said streets and canals are
11 dedicated as such for the exclusive use and benefit of the purchasers of lots in said Jamaica
12 Beach **Section 1**, and the purchasers of lots in adjoining property which may be developed by
13 us, but said streets and canals are not hereby dedicated to public use.

14 Easements for utilities are reserved as shown on said Plat of Jamaica Beach, **Section 1**, and
15 on the front twenty-five feet of each lot subdivided in the plat of Jamaica Beach, **Section 1**,
16 These easements are reserved to the undersigned and are not dedicated to public use. The
17 undersigned hereby expressly reserve the exclusive right and easement in the streets shown on
18 the recorded plat of Jamaica Beach, **Section 1**, in all utility easements shown on said plat and
19 the utility easement on the front twenty-five feet of each lot therein, to lay, construct, maintain,
20 and remove utility lines (including but without limitation water lines, sewer lines, gas lines and
21 electric lines), and reserves the exclusive right and easement to grant franchises and easements

A Jamaica Corporation
DEED RESTRICTIONS

SECTION 1

STATE OF TEXAS
COUNTY OF GALVESTON
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Plat Map- Vol. 4, pg. 63-64

22 to utility owners to lay, construct, maintain, and remove utility lines in said streets and utility
23 easements.

24 There is also dedicated for utilities an unobstructed aerial easement five (5) feet wide from
25 a plane twenty (20) feet above the ground upward located adjacent to all easements shown on
26 said Plat and reserved herein.

27 Further, all of the property subdivided in the above and foregoing map of Jamaica Beach
28 shall be restricted in its use, which restrictions shall run with the title to the property and shall
29 be covenants running with the land, as follows:

30 1) All lots, except those marked "Reserved" and Lots 40, 41, 42, and 43, Block B and Lots 33
31 and 34, Block C, shall be used for single family residence purposes only. The area marked
32 "Reserved" and Lots 40, 41, 42 and 43, Block B and Lots 33 and 34, Block C, are not
33 subdivided hereby and are not subject to these restrictions and covenants.

34 2) No structure of any type shall be constructed, placed or altered on any lot until plans,
35 specifications and location of the structure have been approved by the **Jamaica Beach**
36 **Improvement Committee** as herein constituted. The standards for approval for such
37 structures will be in compliance with these restrictions, quality of materials and
38 workmanship, the external design in relation to existing structures and the location with
39 respect to topography of the property. Structure as used herein shall be held to include
40 buildings, fences, house trailers, walls, swimming pools, playground equipment and
41 outdoor cooking or eating facilities of a permanent nature.

A Jamaica Corporation
DEED RESTRICTIONS

SECTION 1

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

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Recorded, book 1210, Pg. 423-432
Plat Map- Vol. 4, pg. 63-64

- 42 3) The design, materials and workmanship in all buildings shall be in conformity with
43 standards in common use with architects and builders of quality houses. The ground floor
44 area of all residences, exclusive of open porches and garages, shall be not less than 700
45 square feet.
- 46 4) All elevated structures built on pilings or other types of elevated foundations shall be
47 designed so that the foundation will be beautiful in a manner to maintain standards set by
48 the **Jamaica Beach Improvement Committee**. No driveway, or other entrance or drive
49 for motor vehicles, entering or abutting on San Luis Pass Road shall be constructed or
50 maintained on Lots 35 through 39, Block B Lots 44 Through 46, Block B and all lots on
51 the south side of San Luis Pass Road and no motor vehicle shall be driven onto said lots
52 from San Luis Pass Road.
- 53 5) No building shall be located on any lot nearer than twenty-five (25) feet to the front lot
54 lines. No building shall be located nearer than fifteen (15) feet to any side lot lines. Corner
55 residential lots shall be deemed to front on the street side having the least frontage. All
56 buildings shall face on the street side running east and west, except those lots as outlined in
57 Paragraph 15. (page 6)
- 58 6) No noxious or offensive activity shall be carried on upon any lot nor shall anything be
59 done thereon which may be or may become an annoyance or a nuisance to the
60 neighborhood.
- 61 7) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot,
62 except that dogs and cats (not to exceed two of each category) may be kept, provided they

A Jamaica Corporation
DEED RESTRICTIONS

SECTION 1

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

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Recorded, book 1210, Pg. 423-432
Plat Map- Vol. 4, pg. 63-64

63 are not kept, bred, or maintained for any commercial purposes, but only for the use and
64 pleasure of the owners of such lots.

65 8) Toilet facilities of all residences shall be installed inside the residence and shall be
66 connected, before use, with a septic tank, provided by the owner of said lot. Such sewage
67 disposal system shall be in accordance with the requirements of the State Department of
68 Health and shall be subject to the inspection and approval of the Health Officer of
69 Galveston County, Texas. The drainage of septic tanks into a road, street, canal, Gulf,
70 Bay, or any public ditch is prohibited.

71 9) Drainage structures under private driveways shall have a net drainage opening area of
72 sufficient size to permit the free flow of water without back water, and shall be a minimum
73 of 1 3/4 square feet (18-inch diameter pipe culvert).

74 10) The owners or occupants of all lots in this subdivision shall at all times keep all weeds and
75 grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use
76 any lot for storage of material and equipment except for normal residential requirements
77 or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event
78 of default on the part of the owner or occupant of any lot in this subdivision in observing
79 the above requirements, or any of them, Seller may without liability to the owner or
80 occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds
81 and grass, and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to
82 place said lot in a neat attractive healthful and sanitary condition, may bill the owner or
83 occupant of such lot for the cost of such work either. The owner or occupant, as the case

A Jamaica Corporation
DEED RESTRICTIONS

SECTION 1

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

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Plat Map- Vol. 4, pg. 63-64

84 may be, agrees by the purchase or occupation of any lot in this subdivision to pay such
85 statement immediately upon receipt thereof.

86 11) No sign, advertisement, billboard, or advertising structure of any kind may be erected
87 or maintained on any residential lot without the consent in writing of the **Jamaica Beach**
88 **Improvement Committee**. The undersigned or members of the Committee shall have the
89 right to remove any such sign, advertisement, or billboard or structure which is placed on
90 any residential lot without such consent, and in doing so, shall not be liable, and is
91 expressly relieved from any liability for trespass or other sort in connection therewith, or
92 arising from such removal.

93 12) No boats, boat trailers, or boat rigging shall ever be parked or placed (except
94 temporarily) nearer to the street than the building set-back lines. The parking of
95 automotive vehicles on road shoulders for a period of longer than twelve (12) hours is
96 prohibited.

97 13) The digging of dirt or the removal of any dirt from any lot is expressly prohibited
98 except when necessary in conjunction with landscaping of such lot, or in conjunction with
99 construction being done on such lot.

100 14) All residences and other buildings must be kept in good repair, and must be painted
101 when necessary to preserve the attractiveness thereof.

102 15) All buildings on the southernmost lots (uneven numbered lots 1 through 23 facing the Gulf
103 of Mexico) shall face the Gulf of Mexico. All buildings on the south side of San Luis Pass
104 Road (even numbered lots 2 through 24) shall also face the Gulf of Mexico. All residential

A Jamaica Corporation
DEED RESTRICTIONS

SECTION 1

STATE OF TEXAS
COUNTY OF GALVESTON
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Plat Map- Vol. 4, pg. 63-64

105 structures on lots on the north side of San Luis Pass Road (lots 35 through 46
106 consecutively) must face San Luis Pass Road. All residential structures on all other lots
107 which front to the south shall face the Gulf of Mexico. Residential structures on lots which
108 front to the north may face the Gulf of Mexico or the front of the lot, but in either event no
109 structure shall be located on any such lot nearer than twenty-five feet to the front lot line.

110 **16)** Within six months of his deed, each purchaser of a lot shall fence his lot with a cattle-
111 proof fence which fence shall be kept and maintained in a good condition at all times.

112 **17)** All hunting rights on the property constituting **Section 1**, Jamaica Beach, are
113 retained by the undersigned, their heirs and assigns, and without the express written
114 permission from the undersigned their heirs and assigns, or their duly authorized agents,
115 purchasers of lots, their heirs, successors and assigns, shall not have the right to hunt
116 on or from any property in the subdivision, or from any other property of the undersigned ,
117 or from any of the islands now owned by undersigned or which may hereafter be
118 constructed for or by the undersigned , their heirs or assigns and which islands are, or may
119 be located in Galveston Bay, within an area which would be contained by a projection to
120 the north of the undersigneds' east and west property lines.

121 **18)** If at any time a purchaser of a lot, his heirs (successors) or assigns, should desire to
122 sell the property purchased, or any part thereof, the same shall first be offered to the
123 undersigned, their heirs or assigns, which shall have the right to purchase the same at the
124 price the purchaser, his heirs (successors) or assigns, can sell such property for; and if the
125 undersigned, their heirs or assigns, fail or refuse to exercise said option within ninety

A Jamaica Corporation
DEED RESTRICTIONS

SECTION 1

STATE OF TEXAS
COUNTY OF GALVESTON
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Plat Map- Vol. 4, pg. 63-64

126 (90)days thereafter, said option shall become null and void; provided however that it is
127 understood agreed that said ninety (90) days' option shall extend from and after the date
128 the undersigned, their heirs or assigns, are notified by the purchaser, his heirs (successors)
129 or assigns, of the price for which said property can be sold.

130 **19)** The two reserved areas abutting on the Gulf of Mexico (Reserved "I" and "J") shall be
131 used by the owners of lots in Jamaica Beach, **Section 1** in common with the owners of lots
132 in such other sections of Jamaica Beach as have been or may be developed hereafter.
133 These areas shall be used as a community and recreational area for the benefit of all of
134 such lot owners and for the benefit of the subdivision, including (but without limitation)
135 swimming, boating, outdoor sports, and other recreational activities. Only the owners or
136 occupants of lots in Jamaica Beach (as now or hereafter developed) together with their
137 guests when accompanied by the owner or occupant, shall be permitted to use such areas
138 and the general public is specifically excluded therefrom.

139 **20)** The "Jamaica Beach Improvement Committee" as used herein shall be composed initially
140 of John Goyen, Jr., Earl Galceran, and Jack Wilson. After seventy-five per cent of the lots
141 of **Section 1** of Jamaica Beach have been conveyed by deed, the then owners may appoint a
142 committee composed of three members owning lots in Jamaica Beach to replace the
143 membership of the initial committee, or the membership of the initial committee may, in its
144 discretion, before seventy-five per cent of the lots have been conveyed by deed, appoint
145 three members to replace them on the committee. Each owner shall be entitled to one vote
146 for each lot to which he then holds record title.

A Jamaica Corporation
DEED RESTRICTIONS

SECTION 1

STATE OF TEXAS
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Plat Map- Vol. 4, pg. 63-64

147 21) After seventy-five per cent of the lots in Jamaica Beach, **Section 1**, have been conveyed by
148 deed, then, either on their own motion, or in the event ten or more lot owners so request,
149 the undersigned may arrange for the initial election of the members of a committee to
150 replace those named herein. At any time after one year from the next preceding election,
151 the committee may arrange for any election for the removal or replacement of committee
152 members, either in its own discretion, or when so requested in writing by ten or more lot
153 owners. The initial election or any subsequent election shall be governed by the following
154 rules:

155 Written notice of such election, given by actual notice or by addressing such notice by
156 mail to the last known address of each addressee at least two weeks prior to such election,
157 shall be given to each of the then lot owners in Jamaica Beach. Certification as to the
158 mailing of such notices shall be deemed to be sufficient under these rules. Votes shall be
159 evidenced by written ballot and the ballot shall be retained for at least one year after such
160 election. Election shall be by the majority vote of those owners then voting in such
161 election. Vacancies occurring between elections may be filled by the remaining member or
162 members of the Committee.

163 22) The **Jamaica Beach Improvement Committee** shall have the following powers and
164 functions:

165 a) Collect and expend, in the interests of the subdivision as a whole, the maintenance
166 fund herein created.

A Jamaica Corporation
DEED RESTRICTIONS

SECTION 1

STATE OF TEXAS
COUNTY OF GALVESTON
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Plat Map- Vol. 4, pg. 63-64

- 167 b) Enforce these covenants and restrictions by appropriate proceedings (but this power
168 shall not be exclusive and may also be exercised by any lot owner in Jamaica Beach).
- 169 c) Enforce any lien imposed on any part of this subdivision by reason of the violation
170 of any of these covenants or restrictions, or by reason of failure to pay maintenance
171 charges herein provided, and to execute a release of such lien upon performance.
- 172 d) Approve or reject plans and specifications for improvements to be erected in Jamaica
173 Beach. All plans and specifications for improvements must be submitted to the
174 Committee for approval prior to the commencement of construction of any such
175 improvement. If the committee fails to act within thirty (30) days after submission to it
176 of plans and specifications, construction in accordance with these restrictions may
177 begin.
- 178 23) Each lot in Jamaica Beach, conveyed by the undersigned, their heirs or assigns, is
179 hereby; subjected to an annual maintenance charge of **ten (\$10.)** dollars per year for the
180 purpose of creating a fund to be known as maintenance fund, to be paid by the owner of
181 the lot, the same to be secured by a vendor's lien upon said lot, and payable annually
182 on the first day of January of each year in advance beginning January 1, 1958, to
183 **Jamaica Beach Improvement Committee**, at its office in Houston, Texas, and said
184 charge and lien are hereby assigned to said Committee.
- 185 Funds arising from said charge shall be applied, so far as sufficient, toward the
186 payment of maintenance expenses incurred for any or all of the following purposes:
187 lighting, improving and maintaining the streets, sidewalks, paths, canals, parks,

A Jamaica Corporation
DEED RESTRICTIONS

SECTION 1

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

Filed 7-19,1957
Recorded, book 1210, Pg. 423-432
Plat Map- Vol. 4, pg. 63-64

188 parkways, esplanades, area between curb and sidewalk, collecting and disposing of
189 garbage, ashes, rubbish and the like employing policemen and watchmen; providing
190 fire protection; caring for vacant lots, and doing any other thing necessary or desirable
191 in the opinion of said committee to keep the property neat and in good order, or which
192 it considers of general benefit to the owners or occupants of the addition, it being
193 understood that the judgment of said committee in the expenditure of said fund shall be
194 final so long as such judgment is exercised in good faith.

195 Such maintenance charge shall extend for a period of twenty-five (25) years from
196 January 1, 1958, and shall be extended automatically for successive periods of ten (10)
197 years unless the then owners of a majority of the lots in the entire addition vote to
198 discontinue such charge, such action to be evidenced by written instrument signed and
199 acknowledged by the owners of a majority of the lots and recorded in the Deed Records
200 of Galveston County, Texas. By acceptance of his deed each purchaser agrees and
201 consents to and joins in such maintenance charge.

202 **24)** These covenants and restrictions shall run with the land, and shall be binding on all
203 parties and all persons claiming under them for a period of twenty-five (25) years from
204 the date these covenants are recorded in the office of the County Clerk of Galveston
205 County, Texas, after which time such covenants shall be extended automatically for
206 successive periods of ten (10) years, unless an instrument signed by the majority of the
207 then owners of the lots has been recorded, agreeing to charge such covenants in whole
208 or in part or to revoke them.

