

Jamaica Corporation
DEED RESTRICTIONS

SECTION 9

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

Filed 7-27-1962
Recorded: Book 1504, P.389-396
Plat Map: Vol.254-A, P.87

1 KNOW ALL MEN BY THESE PRESENTS:

2 That we, Jack J. Valenti, William W. Sherril, Jack E. Wilson, Welcome W. Wilson and
3 John W. Goyen, Jr., owners of that certain property conveyed by deed from R. E. Smith,
4 dated July 19, 1957 and recorded in Book 1219, pages 532 through 537 of the Deed Records
5 of Galveston County, Texas, part of which property has been subdivided under the name of
6 Jamaica Beach, **Block L, Section 9**, Jamaica Beach, in accordance with the lines, lots,
7 building lines, streets, and easements shown on the recorded plat of said Jamaica Beach,
8 **Block L, Section 9**, Jamaica Beach, recorded in Book 254-A, Page 87 of the Map Records
9 of Galveston County, Texas, do hereby dedicate, subject to the reservations contained
10 herein, to the purchasers of lots in said subdivisions; and the purchasers of lots in adjoining
11 property which has been or may be developed and sold by us, all of the streets and canals
12 shown thereon forever. Said street and canals are dedicated as such for the exclusive use
13 and benefit of the purchasers of lots in Jamaica Beach, **Block L, Section 9**, and the
14 purchasers of lots in adjoining property which has been or may be developed by us and said
15 streets and canals are not thereby dedicated to public use.

16 Easements for utilities are reserved on the front ten (10) feet of each lot subdivided in
17 the Plat of Jamaica Beach, **Block L, Section 9**, Jamaica Beach. These easements are
18 reserved to the undersigned and are not dedicated to public use.

19 The undersigned hereby expressly reserve exclusive right and easement in the streets
20 shown on the recorded Plat of Jamaica Beach, **Block L, Section 9**, Jamaica Beach, and in

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21 the utility easements on the front ten (10) feet of each lot therein, to lay, construct, maintain,
22 and remove utility lines (including, but without limitation water lines, sewer lines, gas lines,
23 electric lines), and further reserves the exclusive right and easement to grant franchises and
24 easements to utility owners to lay, construct, maintain, and remove utility lines in said
25 streets and utility easements.

26 There is also dedicated for utilities an unobstructed aerial easement five (5) feet wide
27 from a plane twenty (20) feet above the ground upward located adjacent to all easements
28 reserved here in.

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

- 32 1) All lots shall be used for single family residence purposes only.
- 33 2) No structure of any type shall be constructed, placed or altered on any lot until plans,
34 specifications and location of the structure have been approved by the **Jamaica**
35 **Beach Improvement Committee** as herein defined. The standards for approval for
36 such structures will be in compliance with these restrictions, quality of materials
37 and workmanship, the external design in relation to existing structures and the
38 location with respect to topography of the property. Structure as used herein shall
39 be held to include buildings, fences, house trailers, walls, swimming pools,

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40 playground equipment and outdoor cooking or eating facilities of a permanent
41 nature.

42 3) The ground floor area of all residences, exclusive of open porches and garages, shall
43 be not less than 600 square feet.

44 4) All elevated structures built on pilings or other types of elevated foundations shall be
45 designed so that the foundation will be beautiful in a manner to maintain standards
46 set by the **Jamaica Beach Improvement Committee.**

47 5) *No building shall be located on any lot nearer than twenty-five feet to any side lot*
48 *line. No building will be located nearer than ten feet to any side lot line. Corner lots*
49 *shall be deemed to front on the street side having the least frontage.*

50 **Amended and recorded 3-30-1992 by majority of property owner votes as follows:**

51 5) No building shall be located on any lot nearer than twenty (20) feet to the front lot
52 line. No building will be located nearer than ten (10) feet to any side lot line. Corner
53 lots shall be deemed to front on the street side having the least frontage.

54 6) No noxious or offensive activity shall be carried on upon any lot nor shall anything
55 be done thereon which may be or may become an annoyance or a nuisance to the
56 neighborhood.

57 7) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any
58 lot, except that dogs and cats (not to exceed two of each category) may be kept,

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59 provided they are not kept, bred, or maintained for any commercial purposes, but
60 only for the use and pleasure of the owners of such lots.

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

67 9) Drainage structures under private driveways shall have a net drainage opening area
68 of sufficient size to permit the free flow of water without back water, and shall be a
69 minimum of 1³/₄ square feet (12 inch diameter pipe culvert).

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

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80 the cost of such work. The owner or occupant, as the case may be, agrees by the
81 purchase or occupation of any lot in this subdivision to pay such statement
82 immediately upon receipt thereof.

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

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

94 **13)** The digging of dirt or the removal of any dirt from any lot is expressly prohibited
95 except when necessary in conjunction with landscaping of such lot, or in conjunction
96 with construction being done on such lot, but no fill material which will change the
97 grade of a lot shall be placed thereon without the approval in writing of the **Jamaica**
98 **Beach Improvement. Committee.**

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

101 **15)** All hunting rights on the property herein conveyed are retained by the undersigned,
102 their heirs and assigns, and without the express written permission from the
103 undersigned, their heirs successors and assigns, or their duly authorized agents,
104 purchasers of lots, their heirs, (successors) or assigns, shall not have the right to hunt
105 on or from any property in the subdivision, or from any other property of the
106 undersigned, or from any of the islands now owned by the undersigned or which
107 may hereafter be constructed for or by the undersigned, their heirs or assigns, and
108 which islands are, or may be located in Galveston Bay, within an area which would
109 be contained by a projection to the north of the undersigneds' east and west property
110 lines.

111 **16)** If at any time a purchaser of a lot, his heirs (successors) or assigns, should desire to
112 sell the property purchased, or any part thereof, the same shall first be offered to the
113 undersigned, their heirs or assigns, who shall have the right to purchase the same at
114 the price the purchaser, his heirs (successors) or assigns, can sell such property for;
115 and if the undersigned, their heirs, or assigns, fail or refuse to exercise said option
116 within ninety (90) days thereafter, said option shall become null and void; provided,
117 however, that it is understood and agreed that said ninety (90) days' option shall
118 extend from and after the date the undersigned, their heirs or assigns, are notified by

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119 the purchaser, his heirs (successors) or assigns of the price for which said property
120 can be sold.

121 **17)** The term “**Jamaica Beach Improvement Committee**” as used herein shall mean
122 the **Jamaica Beach Improvement Committee** as constituted and empowered in the
123 restrictions and covenants of Jamaica Beach, Section 1, recorded in the Deed of
124 Records Book No. 1210, Pages 423-432 of Galveston County, Texas and such
125 Jamaica Beach Improvement Committee shall have and exercise the same duties,
126 powers and functions in the enforcement of the provisions herein as granted to and
127 required of its covenants and restrictions governing Jamaica Beach, Section 1.

128 **18)** Each lot in Jamaica Beach, **Block L, Section 9**, conveyed by the undersigned
129 conveyed by Jamaica Corporation, its successors or assigns, is hereby; subjected to
130 an annual maintenance charge of **thirty (\$30.00) dollars** per year for the purpose of
131 creating a fund to be known as maintenance fund, to be paid by owner of the lot, the
132 same to be secured by a vendor’s lien upon said lot, and payable annually on the
133 first day of January of each year in advance beginning January 1, 1962, to **Jamaica**
134 **Beach Improvement Committee**, at its office in Houston, Texas, and said charge
135 and lien are hereby assigned to the Committee. The maintenance charge for a lot
136 purchased during a calendar year shall be prorated in the proportion that the
137 remaining months in the year bear to the whole year.

138 Funds arising from said charge shall be applied, so far as sufficient, toward the
139 payment of maintenance expenses incurred for any or all of the following purposes:

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140 lighting, improving and maintaining the streets, sidewalks, paths, canals, parks,
141 parkways, esplanades, area between curb and sidewalk, collecting and disposing of
142 garbage, ashes, rubbish and the like in said areas; and doing any other thing
143 necessary desirable in the opinion of said Committee to keep the property neat and
144 in good order, or which it considers of general benefit to the owners or occupants of
145 the addition, it being understood that the judgment of said committee in the
146 expenditure of said fund be final so long as such judgment is exercised in good
147 faith.

148 Such maintenance charge shall extend for a period of twenty-five years from
149 January 1, 1962, and shall be extended automatically for successive periods of ten
150 years unless the then owners of a majority of the lots in the entire addition vote to
151 discontinue such charge, such action to be evidenced by written instrument signed
152 and acknowledged by the owners of a majority of the lots and recorded in the Deed
153 Records of Galveston County, Texas. By acceptance of his deed each purchaser
154 agrees and consents to and joins in such maintenance charge.

155 *19)These covenants and restrictions shall run with the land, and shall be binding on*
156 *all parties and all persons claiming under them for a period of twenty-five (25) years*
157 *from the date these covenants are recorded in the office of the County Clerk of*
158 *Galveston County, Texas, after which time such covenants shall be extended*
159 *automatically for successive periods of ten (10) years, unless an instrument signed*

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160 *by the majority of the then owners of the lots has been recorded, agreeing to change*
161 *such covenants in whole or in part or to revoke them.*

162 **Amended and recorded 3-30-1992 by 21 of 23 property owners as follows:**

163 **19)** These covenants and restrictions shall run with the land and shall be binding on all
164 parties and all persons claiming under them for a period of twenty-five (25) years
165 from the date these covenants are recorded with the County Clerk of Galveston
166 County, Texas, after which time such covenants may be revised or revoked (to be
167 effective on January 1 of the next succeeding calendar year) at anytime an
168 instrument signed by the then owners of a majority of the lots has been recorded in
169 the office of the County Clerk of Galveston County, Texas. Such covenants shall
170 continue for a successive period of ten (10) years unless and until revised as
171 provided herein.

172 **20)** Enforcement of these covenants and restrictions may be by proceedings at law or in
173 equity against any person or persons violating or attempting to violate any covenant
174 or restriction either to restrain such violation or proposed violation or to recover
175 damages such enforcement may be by the owner of any lot in said subdivision.

176 **21)** No pier, wharf or other structure shall be erected in any canal except upon the
177 express approval in writing of the Jamaica Beach Improvement Committee.

178 **22)** No boat which is used for commercial purposes will be allowed to operate or be
179 anchored or docked in any manner in any of the canals in **Sections 6, 7 and 8.***

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180 Furthermore all boats operated, anchored or docked in any manner in the canals in
181 **Sections 6, 7 and 8*** must be approved by the **Jamaica Improvement Committee**
182 as to appearance, size and loudness of motors in order that no boat of any type which
183 is unsightly, oversized or has unusually loud motor will be to be placed in any of the
184 canals and therefore detract from the value of the lots abutting canals.

185 * Original Deed Restriction has this exact wording using Section 5-7-8. ??? possible
186 error in original?

187 *Copy of Signature Page attached*

188 *Original on File*

189 **Must Attach Copy Of Section 1 Deed Restrictions addressing JBIC Functions**

190