

A Jamaica Corporation
DEED RESTRICTIONS

SECTION 13

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

Filed 5-31-1963
Recorded, Book, 1219, P.532-537
Plat Map- Vol.254-A, P. 89

1 KNOW ALL MEN BY THESE PRESENTS:

2 That we, Jack J. Valenti, William W. Sherrill, Jack E. Wilson, Welcome W. Wilson and John
3 W. Goyen, Jr., owners of that certain property conveyed by deed from R. E. Smith, dated July
4 19, 1957 and recorded in Book 1219, pages 532 through 537 of the Deed Records of
5 Galveston County, Texas, part of which property has been subdivided under the name of
6 Jamaica Beach, Block M, **Section 13**, 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 M, **Section 13**, Jamaica Beach, recorded in Book 254-A, Page 89 of the Map Records
9 of Galveston County, Texas, do hereby dedicate, subject to the reservations contained herein
10 to the purchasers of lots in said subdivisions, and the purchasers of lots in adjoining property
11 which has been or may be developed and sold by us, all of the streets and canals shown
12 thereon forever. Said streets and canals are dedicated as such for the exclusive use and benefit
13 of the purchasers of lots in Jamaica Beach, Block M, **Section 13**, Jamaica Beach, 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 hereby dedicated to public use.

16 Easements for utilities are reserved on the front ten (10) feet of each lot subdivided in the
17 plat of Jamaica Beach, Block M, **Section 13**, Jamaica Beach. These easements are reserved to
18 the undersigned and are not dedicated to public use.

19 The undersigned hereby expressly reserve the exclusive right and easement in the streets
20 shown on the recorded Plat of Jamaica Beach, **Block M, Section 13**, and in all the utility

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

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

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 Beach**
35 **Improvement Committee** as herein defined. The standards for approval for such
36 structures will be in compliance with these restrictions, quality of materials and
37 workmanship, the external design in relation to existing structures and the location with
38 respect to topography of the property. Structure as used herein shall be held to include
39 buildings, fences, house trailers, walls, swimming pools, playground equipment and
40 outdoor cooking or eating facilities of a permanent nature.

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- 41 3) The ground floor area of all residences, exclusive of open porches and garages, shall be not
42 less than 600 square feet. All elevated structures built on pilings or other types of elevated
43 foundations shall be designed so that the foundation will be beautiful in a manner to
44 maintain standards set by the **Jamaica Beach Improvement Committee**.
- 45 4) No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line.
46 No building will be located nearer than ten (10) feet to any side lot line. Corner lots shall
47 be deemed to front on the street side having the least frontage.
- 48 5) No noxious or offensive activity shall be carried on upon any lot nor shall anything be
49 done thereon which may be or may become an annoyance or a nuisance to the
50 neighborhood.
- 51 6) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot,
52 except that dogs and cats (not to exceed two of each category) may be kept, provided they
53 are not kept, bred, or maintained for any commercial purposes, but only for the use and
54 pleasure of the owners of such lots.
- 55 7) Toilet facilities of all residences shall be installed inside the residence and shall be
56 connected, before use, with a septic tank, provided by the owner of said lot. Such sewage
57 disposal system shall be in accordance with the requirements of the State Department of
58 Health and shall be subject to the inspection and approval of the Health Officer of
59 Galveston County, Texas. The drainage of septic tanks into a road, street, canal, Gulf,
60 Bay, or any public ditch is prohibited.

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61 8) Drainage structures under private driveways shall have a net drainage opening area of
62 sufficient size to permit the free flow of water without back water, and shall be a minimum
63 of 1 $\frac{3}{4}$ square feet (12 inch diameter pipe culvert).

64 9) The owners or occupants of all lots in this subdivision shall at all times keep all weeds and
65 grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use
66 any lot for storage of material and equipment except for normal residential requirements,
67 or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event
68 of default on the part of the owner or occupant of any lot in this subdivision in observing
69 the above requirements, or any of them, Seller may, without liability to the owner or
70 occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds
71 and grass, and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to
72 place said lot in a neat attractive healthful and sanitary condition and may bill the owner or
73 occupant of such lot for the cost of such work. The owner or occupant, as the case may be,
74 agrees by the purchase or occupation of any lot in this subdivision to pay such statement
75 immediately upon receipt thereof.

76 10) No sign, advertisement, billboard, or advertising structure of any kind may be erected or
77 maintained on any residential lot without the consent in writing of the **Jamaica Beach**
78 **Improvement Committee.** The undersigned or members of the Committee shall have the
79 right to remove any such sign, advertisement, or billboard or structure which is placed on
80 any residential lot without such consent, and in so doing, shall not be liable, and is

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81 expressly relieved from any liability for trespass or other tort in connection therewith, or
82 arising from such removal.

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

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

91 **13)** All residences and other buildings must be kept in good repair, and must be painted when
92 necessary to preserve the attractiveness thereof.

93 **14)** All hunting rights on the property herein conveyed are retained by the undersigned, their
94 heirs and assigns and without the express written permission from the undersigned, their
95 heirs and assigns, or their duly authorized agents, purchasers of lots, their heirs (successors)
96 or assigns, shall not have the right to hunt on or from any property in the subdivision, or
97 from any other property of the undersigned, or from any of the islands now owned by the
98 undersigned or which may hereafter be constructed for or by the undersigned, their heirs
99 assigns, and which islands are, or may be located in Galveston Bay, within an area which

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100 would be contained by a projection to the north of the undersigneds' east and west property
101 lines.

102 **15)** If at any time a purchaser of a lot, his heirs (successors) or assigns, should desire to sell
103 the property purchased, or any part thereof, the same shall first be offered to the
104 undersigneds, their heirs or assigns, who shall have the right to purchase the same at the
105 price the purchaser, his heirs (successors) or assigns, can sell such property for; and if the
106 undersigneds their heirs or assigns, fail or refuse to exercise said option within ninety (90)
107 days thereafter, said option shall become null and void; provided, however, that it is
108 understood and agreed that said ninety (90) days' option shall extend from and after the
109 date the undersigned, their heirs or assigns, are notified by the purchaser, his heirs
110 (successors) or assigns, of the price for which said property can be sold.

111 **16)** The term "**Jamaica Beach Improvement Committee**" as used herein shall mean the
112 Jamaica Beach Improvement Committee as constituted and empowered in the restrictions
113 and covenants on Jamaica Beach, Section 1, recorded in Deed of Records Book No. 1210,
114 Pages 423-432 of Galveston County, Texas, and such Jamaica Beach Improvement
115 Committee shall have and exercise the same duties, powers and functions in the
116 enforcement of the provisions herein as granted to and required of its covenants and
117 restrictions governing Jamaica Beach, Section 1.

118 **17)** Each lot in said Jamaica Beach, Block M, **Section 13**, Jamaica Beach, conveyed by the
119 undersigneds, their heirs or assigns, is hereby; subjected to an annual maintenance charge

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120 of forty (\$40.00) dollars per year for the purpose of creating a fund to be known as
121 "Maintenance Fund," to be paid by the owner of the lot, the same to be secured by a
122 vendor's lien upon said lot, and payable annually on the first day of January of each year in
123 advance beginning January 1, 1963, to **Jamaica Beach Improvement Committee**, at its
124 office in Houston, Texas, and said charge and lien are hereby assigned to the Committee.
125 The maintenance charge for a lot purchased during a year shall be prorated in the
126 proportion that the remaining months in the year bear to the whole year.

127 Funds arising from said charge shall be applied, so far as sufficient, toward the payment
128 of maintenance expenses incurred for any or all of the following purposes: lighting,
129 improving and maintaining the streets, sidewalks, paths, canals, parks, parkways,
130 esplanades, area between curb and sidewalk, collecting and disposing of garbage, ashes,
131 rubbish and the like in said areas; and doing any other thing necessary or desirable in the
132 opinion of said Committee to keep the property neat and in good order, or which it
133 considers of general benefit to the owners or occupants of the addition, it being understood
134 that the judgment of said committee in the expenditure of said fund shall be final so long as
135 such judgment is exercised in good faith.

136 Such maintenance charge shall extend for a period of twenty-five (25) years from
137 January 1, 1963, and shall be extended automatically for successive periods of ten (10)
138 years unless the then owners of a majority of the lots in the entire addition vote to
139 discontinue such charge, such action to be evidenced by written instrument signed and

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140 acknowledged by the owners of a majority of the lots and recorded in the Deed Records of
141 Galveston County, Texas. By acceptance of his deed each purchaser agrees and consents to
142 and joins in such maintenance charge.

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

149 **19)** Enforcement of these covenants and restrictions may be by proceedings at law or in equity
150 against any person or persons violating or attempting to violate any covenant or restriction
151 either to restrain such violation or proposed violation or to recover damages. Such
152 enforcement may be by the owner of any lot in said subdivision.

153 **20)** No pier, wharf or other structure shall be erected in any canal or boat basin except upon the
154 express approval in writing of the Jamaica Beach Improvement Committee.

155 **21)** No boat which is used for commercial purposes will be allowed to operate or be anchored
156 or docked in any manner in any canal. Furthermore, all boats operated, anchored or docked
157 in any manner in the canal must be approved by the **Jamaica Beach Improvement**
158 **Committee** as to appearance, size and loudness of motors in order that no boat of any type

