

Jamaica Corporation
DEED RESTRICTIONS

Section 16

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

Filed 1-27-1964
Recorded: Book 1610, P.192-201
Plat Map: Vol.7, P. 82

1 KNOW ALL MEN BY THESE PRESENTS:

2 That JAMAICA CORPORATION, a Texas corporation, Owner of that certain property
3 conveyed by deed from R. E. Smith, dated September 12, 1963, and recorded in Volume 1589,
4 Page118, of the Deed Records of Galveston County, Texas, part of which properties have been
5 subdivided under the name of **Section 16** Jamaica Beach, in accordance with the lines, lots,
6 building lines, streets and easements shown on the recorded plat of said **Section 16**, Jamaica
7 Beach, recorded in Book 254-A, page 89 of the Map Records of Galveston County, Texas, do
8 hereby dedicate, subject to the reservations contained herein, to the purchasers of lots in said
9 **Section 16**, of Jamaica Beach, and the purchasers of lots in adjoining property which has been
10 or may be developed and sold by Jamaica Corporation, all of the streets and canals shown
11 thereon forever. Said streets and canals are dedicated as such for the exclusive use and benefit
12 of the purchasers of lots in said Section of Jamaica Beach, and the purchasers of lots in
13 adjoining property which has been or may be developed by Jamaica Corporation, but said
14 streets and canals are not hereby dedicated to public use.

15 Easements for utilities are reserved on the front ten (10) feet of each lot sub-divided in the
16 Plat of **Section 16**, Jamaica Beach. These easements are reserved to Jamaica Corporation, its
17 successors and assigns, and are not dedicated to public use.

18 Jamaica Corporation, for itself and its successors and assigns, hereby expressly reserves the
19 exclusive right and easement in the streets shown on the recorded Plat of said **Section 16** of

Jamaica Corporation
DEED RESTRICTIONS

Section 16

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

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

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

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

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DEED RESTRICTIONS

Section 16

STATE OF TEXAS
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Plat Map: Vol.7, P. 82

39 pools, playground equipment and outdoor cooking or eating facilities of a permanent
40 nature.

41 3) The ground floor area of all residences, exclusive of open porches and garages, shall not
42 be less than 700 square feet.

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

46 5) No noxious or offensive activity shall be carried on upon any lot nor shall anything be
47 done thereon which may be or may become an annoyance or a nuisance to the
48 neighborhood.

49 6) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot,
50 except that dogs and cats (not to exceed two of each category) may be kept, provided they
51 are not kept, bred, or maintained for any commercial purposes, but only for the use and
52 pleasure of the owners of such lots.

53 7) Toilet facilities of all residences shall be installed inside the residence and shall be
54 connected, before use, with a septic tank, provided by the owner of said lot. Such sewage
55 disposal system shall be in accordance with the requirements of the State Department of
56 Health and shall be subject to the inspection and approval of the Health Officer of

Jamaica Corporation
DEED RESTRICTIONS

Section 16

STATE OF TEXAS
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Plat Map: Vol.7, P. 82

57 Galveston County, Texas. The drainage of septic tanks into a road, street, canal, Gulf, Bay,
58 or any public ditch is prohibited.

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

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

75 10) No sign, advertisement, billboard, or advertising structure of any kind may be erected or
76 maintained on any residential lot without the consent in writing of the **Jamaica Beach**

Jamaica Corporation
DEED RESTRICTIONS

Section 16

STATE OF TEXAS
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77 **Improvement Committee.** Jamaica Corporation or members of the Committee shall have
78 the right to remove any such sign, advertisement, or billboard or structure which is placed
79 on any residential lot without such consent, and in so doing, shall not be liable, and is
80 expressly relieved from any liability for trespass or other sort in connection therewith,
81 or arising from such removal.

82 **11)** No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily)
83 nearer to the street than the building set-back lines as established for each lot in **Section 16**
84 of Jamaica Beach by the Jamaica Beach Improvement Committee. The parking of
85 automotive vehicles on road shoulders for a period of longer than twelve (12) hours is
86 prohibited.

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

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

94 **14)** All hunting rights on the property constituting **Section 16**, Jamaica Beach, are retained by
95 Jamaica Corporation, its successors and assigns, and without the express written permission

Jamaica Corporation
DEED RESTRICTIONS

Section 16

STATE OF TEXAS
COUNTY OF GALVESTON
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Plat Map: Vol.7, P. 82

96 from Jamaica Corporation, its successors and assigns, or its duly authorized agents,
97 purchasers of lots, their heirs, successors and assigns, shall not have the right to hunt on or
98 from any property in the subdivision, or from any other property of Jamaica Corporation,
99 or from any of the islands now owned by Jamaica Corporation or which may hereafter be
100 constructed for or by the Jamaica Corporation, its successors or assigns, and which islands
101 are, or may be located in West Bay, within an area which would be contained by a
102 projection to the north of the east and west property lines of the property conveyed to
103 Jamaica Corporation by R. E. Smith as set forth above.

104 **15)** If at any time a purchaser of a lot, his heirs (successors) or assigns, should desire to sell
105 the property purchased, or any part thereof, the same shall first be offered to Jamaica
106 Corporation, its successors or assigns, which shall have the right to purchase the same at
107 the price the purchaser, his heirs (successors) or assigns, can sell such property for; and if
108 Jamaica Corporation, its successors or assigns, fail or refuse to exercise said option within
109 ninety (90) days thereafter, said option shall become null and void as to such particular sale
110 set forth in such notice; provided, however, that it is understood and that said ninety (90)
111 days' option shall extend from and after the date Jamaica Corporation its successors or
112 assigns, are notified by the purchaser, his heirs (successors) or assigns, of the price for
113 which said property can be sold.

114 **16) The Jamaica Beach Improvement Committee** shall be composed initially of Welcome
115 W. Wilson, John Paxton, Sherwood Crane and Susie Schuler. After an aggregate of

Jamaica Corporation
DEED RESTRICTIONS

Section 16

STATE OF TEXAS
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116 seventy-five (75) per cent of the lots platted and to be platted out of the land conveyed by
117 R. E. Smith in his deeds to Jamaica Corporation dated September 12, 1963, recorded in
118 Volume 1589, Page 118, of the Deed Records of Galveston County, Texas, which land is
119 herein referred to as "Jamaica Beach", have been conveyed by deed from Jamaica
120 Corporation, the then owners may appoint a committee composed of three (3) to five (5)
121 members owning lots in Jamaica Beach to replace the membership of the initial
122 Committee, or the members or remaining member or members of the initial Committee
123 may, in its discretion, before said seventy-five (75) per cent of the have been so conveyed
124 by deed, fill vacancies on the Committee, which Committee shall never have less than three
125 (3) nor more than five (5) members. Each owner shall be entitled to one vote for each lot
126 to which he then holds record title.

127 **17)** After said aggregate of seventy-five (75) percent of the lots of Jamaica Corporation have
128 been so conveyed by deed, then, either on motion of the **Jamaica Beach Improvement**
129 **Committee**, or in the event ten (10) or more lot owners so request, the **Jamaica Beach**
130 **Improvement Committee** may arrange for the initial election of the members of the
131 Committee to replace those named herein. At any time after one year from the next
132 preceding election, the Committee may arrange for any election for the removal or
133 replacement of **Committee** members, either in its own discretion, or when so requested in
134 writing by ten (10) or more lot owners. The initial election or any subsequent election shall
135 be governed by the following rules:

Jamaica Corporation
DEED RESTRICTIONS

Section 16

STATE OF TEXAS
COUNTY OF GALVESTON
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Plat Map: Vol.7, P. 82

136 Written notice of such election, given by actual notice or by addressing such notice by
137 mail to the last known address of each addressee at least two weeks prior to such election,
138 shall be given to each of the then lot owners in Jamaica Beach. Certification as to the
139 mailing of such notices shall be deemed to be sufficient under these rules. Votes shall be
140 evidenced by written ballot and the ballot shall be retained for at least one year after such
141 election. Election shall be by the majority vote of these owners then voting in such
142 election. Vacancies occurring between elections may be filled by the remaining member or
143 members of the Committee.

144 **18) The Jamaica Beach Improvement Committee** shall have the following powers and
145 functions:

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

148 b) Enforce these covenants and restrictions by appropriate proceedings (but this power
149 shall not be exclusive and may also be exercised by any lot owner in Jamaica Beach).

150 c) Enforce any lien imposed on any part of this subdivision by reason of the violation of
151 any of these covenants or restrictions, or by reason of failure to pay maintenance
152 charges herein provided, and to execute a release of such lien upon performance.

153 d) Approve or reject plans and specifications for improvements to be erected in Jamaica
154 Beach and the placement of same on any lot. All plans and specifications for

Jamaica Corporation
DEED RESTRICTIONS

Section 16

STATE OF TEXAS
COUNTY OF GALVESTON
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155 improvements and placement of same on any lot, must be submitted to the Committee
156 for approval prior to the commencement of construction of any such Improvement. If
157 the committee fails to act within thirty (30) days after submission to it of plans and
158 specifications, construction in accordance with these restrictions may begin.

159 **18)** Each lot in said **Section 16**, Jamaica Beach, conveyed by Jamaica Corporation, its
160 successors or assigns, is hereby; subjected to an annual maintenance charge of **forty**
161 **(\$40.00) dollars** per year for the purpose of creating a fund to be known as Maintenance
162 Fund, to be paid by the owner of the lot, the same to be secured by a vendor's lien upon
163 said lot, and payable annually on the first day of January of each year in advance beginning
164 January 1, 1964, to **Jamaica Beach Improvement Committee**, at its office in Houston,
165 Texas, and said charge and lien are hereby assigned to said Committee. The maintenance
166 charge for a lot purchased during a calendar year shall be prorated in the proportion that
167 the remaining months in the year bear to the whole year.

168 Funds arising from said charge shall be applied, so far as sufficient, toward the payment
169 of maintenance expenses incurred for any or all of the following purposes: lighting,
170 improving and maintaining the streets, sidewalks, paths, canals, parks, parkways,
171 esplanades, area between curb and sidewalk, collecting and disposing of garbage, ashes,
172 rubbish and the like in said areas; and doing any other thing necessary or desirable in the
173 opinion of said Committee to keep the property neat and in good order, or which it
174 considers of general benefit to the owners or occupants of the addition, it being understood

Jamaica Corporation
DEED RESTRICTIONS

Section 16

STATE OF TEXAS
COUNTY OF GALVESTON
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Plat Map: Vol.7, P. 82

175 that the judgment of said committee in the expenditure of said fund shall be final so long as
176 such judgment is exercised in good faith

177 Such maintenance charge shall extend for a period of twenty-five (25) years from
178 January 1, 1964, and shall be extended automatically for successive periods of ten (10)
179 years unless the then owners of a majority of the lots in the entire addition vote to
180 discontinue such charge, such action to be evidenced by written instrument signed and
181 acknowledged by the owners of a majority of the lots and recorded in the Deed Records of
182 Galveston County, Texas. By acceptance of his deed each purchaser agrees and consents to
183 and joins in such maintenance charge.

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

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

