

Jamaica Corporation
DEED RESTRICTIONS

Section 18

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

Filed 4-27-1964
Recorded: Book 1630, P. 59-67
Plat Map: Vol.7, P. 86

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 18** Jamaica Beach, in accordance with the lines, lots,
6 building lines, street and easements shown on the recorded plat of said **Section 18**, 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 18**, 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 18** 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 18**, 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 18** of
20 Jamaica Beach, and in the utility easements on the front ten (10) feet of each lot therein, to lay,

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

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- 40 3) The ground floor area of all residences, exclusive of open porches and garages, shall not
41 be less than 500 square feet.
- 42 4) All elevated structures built on pilings or other types of elevated foundations shall be
43 designed so that the foundation will be beautiful in a manner to maintain standards set by
44 the **Jamaica Beach Improvement Committee**.
- 45 5) No Building shall be located on any corner lot siding Bob Smith Drive nearer than fifteen
46 (15) feet to Bob Smith Drive.
- 47 6) No building shall be located on any lot nearer than fifteen (15) feet to the front lot lines.
48 No building will be located nearer than eight (8) feet to any side lot line. Corner lots shall
49 be deemed to front on the street side having the least frontage.
- 50 7) No noxious or offensive activity shall be carried on upon any lot nor shall anything be
51 done thereon which may be or may become an annoyance or a nuisance to the
52 neighborhood.
- 53 8) No animals, livestock or poultry of any kind shall be raised, bred, or maintained for any
54 commercial purposes, but only for the use and pleasure of the owners of such lots.
- 55 9) 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, Bay,

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60 or any public ditch is prohibited. The over-night occupancy of houses will not be
61 permitted until toilet facilities have been completed.

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

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

78 **12)** No sign, advertisement, billboard, or advertising structure of any kind may be erected or
79 maintained on any residential lot without the consent in writing of the **Jamaica Beach**
80 **Improvement Committee.** Jamaica Corporation or members of the Committee shall have

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81 the right to remove any such sign, advertisement, or billboard or structure which is placed
82 on any residential lot without such consent, and in so doing, shall not be liable, and is
83 expressly relieved from any liability for trespass or other sort in connection therewith, or
84 arising from such removal.

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

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

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

95 **16)** All hunting rights on the property constituting **Section 18**, Jamaica Beach, are retained by
96 Jamaica Corporation, its successors and assigns, and without the express written permission
97 from Jamaica Corporation, its successors and assigns, or its duly authorized agents,
98 purchasers of lots, their heirs, successors and assigns, shall not have the right to hunt on or
99 from any property in the subdivision, or from any other property of Jamaica Corporation,
100 or from any of the islands now owned by Jamaica Corporation or which may hereafter be

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101 constructed for or by the Jamaica Corporation, its successors or assigns, and which islands
102 are, or may be located in West Bay, within an area which would be contained by a
103 projection to the north of the east and west property lines of the property conveyed to
104 Jamaica Corporation by R. E. Smith as set forth above.

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

115 **18) The Jamaica Beach Improvement Committee** shall be composed initially of Eugene
116 Maier, John Paxton, and Susie Schuler. After an aggregate of seventy-five (75) per cent of
117 the lots platted and to be platted out of the land conveyed by R E. Smith in his deeds to
118 Jamaica Corporation dated September 12, 1963, recorded in Volume 1589, Page 118, of the
119 Deed Records of Galveston County, Texas, which land is herein referred to as "Jamaica
120 Beach", have been conveyed by deed from Jamaica Corporation, the then owners may
121 appoint a committee composed of three (3) to five (5) members owning lots in Jamaica

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122 Beach to replace the membership of the initial Committee, or the members or remaining
123 member or members of the initial Committee may, in its discretion, before said seventy-
124 five (75) per cent of the lots have been so conveyed by deed, fill vacancies on the
125 Committee, which Committee shall never have less than three (3) nor more than five (5)
126 members. Each owner shall be entitled to one vote for each lot to which he then holds
127 record title.

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

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

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143 election. Vacancies occurring between elections may be filled by the remaining member or
144 members of the Committee.

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

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

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

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

154 d) Approve or reject plans and specifications for improvements to be erected in Jamaica
155 Beach. All plans and specifications for improvements must be submitted to the
156 Committee for approval prior to the commencement of construction of any such
157 improvement. If the committee fails to act within thirty (30) days after submission to it
158 of plans and specifications, construction in accordance with these restrictions may

159 **20) Each lot in said Section 18, Jamaica Beach, conveyed by Jamaica Corporation, its**
160 **successors or assigns, is hereby; subjected to an annual maintenance charge of thirty-five**
161 **(\$35.00) 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 said

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163 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
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.

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184 **22)**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 **23)** 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.

195 **24)** No boat which is used for commercial purposes will be allowed to operate or be anchored
196 or docked in any manner in any canal. Furthermore, all boats operated, anchored or docked
197 in any manner in the canal must be approved by the **Jamaica Beach Improvement**
198 **Committee** as to appearance, size and loudness of motors in order that no boat of any type
199 which is unsightly, oversized or has an unusually loud motor will be allowed to be placed
200 in the canal and therefore detract from the value of the lots abutting these canals.

201 **25)** No pier, wharf or other structure shall be erected in any canal except upon the express
202 approval in writing of the Jamaica Beach Improvement Committee. The use of automotive
203 tires or other unsightly materials for hold off fenders or pier construction is prohibited.

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