

A Jamaica Corporation  
**DEED RESTRICTIONS**

**Section 21**

STATE OF TEXAS  
COUNTY OF GALVESTON  
Office of County Clerk

Filed 7-30-1964  
Recorded: Book 1648, P.37-46  
Plat Map- Vol. 7, P. 88

1 KNOW ALL MEN BY THESE PRESENTS:

2 That JAMAICA CORPORATION, a Texas Corporation, Owner of that certain properties  
3 conveyed by deed from R. E. Smith, dated July 18, 1957, and recorded in Volume 1219 Page  
4 532, of the Deed Records of Galveston County, Texas, part of which properties have been  
5 subdivided under the name of **Section 21** Jamaica Beach, in accordance with the lines, lots,  
6 building lines, streets and easements shown on the recorded plat of said **Section 21**, Jamaica  
7 Beach, recorded in Book 1616, page 32 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 21**, 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 21** 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 21**, 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 21** 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 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 will be in compliance with these restrictions, quality of  
36           materials and workmanship, the external design in relation to existing structures and the  
37           location with respect to topography of the property. Structure as used herein shall be held  
38           to include buildings, fences, house trailers, walls, swimming pools, playground equipment  
39           and 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 600 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 lot nearer than twenty-five (25) feet to the front lot  
46           lines. No building will be located nearer than ten (10) feet to any side lot line. Corner lots  
47           shall be deemed to front on the street side having the least frontage.
- 48           6) 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           7) No animals, livestock or poultry of any kind shall be raised, bred, or maintained for any  
52           commercial purposes, but only for the use and pleasure of the owners of such lots.
- 53           8) 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  
57           Galveston County, Texas. The drainage of septic tanks into a road, street, canal, Gulf, Bay,  
58           or any public ditch is prohibited. The over-night occupancy of houses will not be  
59           permitted until toilet facilities have been completed.

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60           9) Drainage structures under private driveways shall have a net drainage opening area of  
61           sufficient size to permit the free flow of water without back water, and shall be a minimum  
62           of 1<sup>3</sup>/<sub>4</sub> square feet (18 inch diameter pipe culvert).

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

76           11) 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.** Jamaica Corporation or members of the Committee shall have  
79           the right to remove any such sign, advertisement, or billboard or structure which is placed  
80           on 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 sort in connection therewith, or  
82 arising from such removal.

83 **12)** 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 **13)** 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 **14)** All residences and other buildings must be kept in good repair, and must be painted when  
92 necessary to preserve the attractiveness thereof.

93 **15)** All hunting rights on the property constituting **Section 21**, Jamaica Beach, are retained by  
94 Jamaica Corporation, its successors and assigns, and without the express written permission  
95 from Jamaica Corporation, its successors and assigns, or its duly authorized agents,  
96 purchasers of lots, their heirs, successors and assigns, shall not have the right to hunt on or  
97 from any property in the subdivision, or from any other property of Jamaica Corporation,  
98 or from any of the islands now owned by Jamaica Corporation or which may hereafter be  
99 constructed for or by the Jamaica Corporation, its successors or assigns, and which islands  
100 are, or may be located in West Bay, within an area which would be contained by a

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101 projection to the north of the east and west property lines of the property conveyed to  
102 Jamaica Corporation by R. E. Smith as set forth above.

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

113 **17) The Jamaica Beach Improvement Committee** shall be composed initially of Ellis Allen,  
114 John Paxton and Walter Grover. After an aggregate of seventy-five (75) per cent of the  
115 lots platted and to be platted out of the land conveyed by R E. Smith in his deeds to  
116 Jamaica Corporation dated July 18, 1957, and recorded in Volume 1219, Page 532, of the  
117 Deed Records of Galveston County, Texas, which land is herein referred to as "Jamaica  
118 Beach", have been conveyed by deed from Jamaica Corporation, the then owners may  
119 appoint a committee composed of three (3) to five (5) members owning lots in Jamaica  
120 Beach to replace the membership of the initial Committee, or the members or remaining  
121 member or members of the initial Committee may, in its discretion, before said seventy-

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122 five (75) per cent of the have been so conveyed by deed, fill vacancies on the Committee,  
123 which Committee shall never have less than three (3) nor more than five (5) members.  
124 Each owner shall be entitled to one vote for each lot to which he then holds record title.

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

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

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142           **19) The Jamaica Beach Improvement Committee** shall have the following powers and  
143           functions:

144           **a)** Collect and expend, in the interests of the subdivision as a whole, the maintenance  
145           fund herein created.

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

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

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

157           **20)** Each lot in said **Section 21**, Jamaica Beach, conveyed by Jamaica Corporation, its  
158           successors or assigns, is hereby subjected to an annual maintenance charge of **thirty-**  
159           **five (\$35.00) dollars** per year for the purpose of creating a fund to be known as  
160           maintenance fund, to be paid by the owner of the lot, the same to be secured by a  
161           vendor's lien upon said lot, and payable annually on the first day of January of each



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162 year in advance beginning January 1, 1966, to **Jamaica Beach Improvement**  
163 **Committee**, at its office in Houston, Texas, and said charge and lien are hereby  
164 assigned to said Committee. The maintenance charge for a lot purchased during a  
165 calendar year shall be prorated in the proportion that the remaining months in the year  
166 bear to the whole year.

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

176 Such maintenance charge shall extend for a period of twenty-five (25) years from  
177 January 1, 1966, and shall be extended automatically for successive periods of ten (10)  
178 years unless the then owners of a majority of the lots in the entire addition vote to  
179 discontinue such charge, such action to be evidenced by written instrument signed and  
180 acknowledged by the owners of a majority of the lots and recorded in the Deed Records  
181 of Galveston County, Texas. By acceptance of his deed each purchaser agrees and  
182 consents to and joins in such maintenance.

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183           **21)Formerly written as follows:** *These covenants and restrictions shall run with the land,*  
184                                   *and shall be binding on all parties and all persons claiming under them for a period of*  
185                                   *twenty-five (25) years from the date these covenants are recorded in the office of the*  
186                                   *County Clerk of Galveston County, Texas, after which time such covenants shall be*  
187                                   *extended automatically for successive periods of ten (10) years, unless an instrument*  
188                                   *signed by the majority of the then owners of the lots has been recorded, agreeing to*  
189                                   *charge such covenants in whole or in part or to revoke them. This paragraph changed*  
190                                   *by majority of property owner's signature and filed January 2, 1991, to read as*  
191                                   *follows:*

192           **21)** These covenants and restrictions shall run with the land, and shall be binding on all  
193                                   parties and all persons claiming under them for a period of twenty-five (25) years from  
194                                   the date these covenants are recorded in the office of the County Clerk of Galveston  
195                                   County, Texas, after which time such covenants may be revised or revoked (to be  
196                                   effective on January 1 of next succeeding calendar year) at any time an instrument  
197                                   signed by the then owners of a majority of the lots has been recorded in the office of the  
198                                   County Clerk of Galveston, Texas. Such covenants shall continue for successive  
199                                   periods of ten years unless and until revised as provided herein.

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

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

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

215

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*COPY OF SIGNATURE PAGE ATTACHED*

217

Originals on File