

A Jamaica Corporation
DEED RESTRICTIONS

Section 22

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

Filed 7-30-1964
Recorded: Book 1644,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 property
3 conveyed by deed from R. E. Smith, dated September 12, 1963, and recorded in Volume 1589,
4 Page 118, of the Deed Records of Galveston County, Texas, part of which properties have been
5 subdivided under the name of **Section 22** Jamaica Beach, in accordance with the lines, lots,
6 building lines, streets and easements shown on the recorded plat of said **Section 22**, 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 22**, 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 22** 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 22**, 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 22** 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 kept on any lot, except
54 that dogs and cats (not to exceed two of each category) may be kept, provided they are not
55 kept, bred or maintained for any commercial purposes, but only for the use and pleasure of
56 the owners of such lots.
- 57 9) Toilet facilities of all residences shall be installed inside the residence and shall be
58 connected, before use, with a septic tank, provided by the owner of said lot. Such sewage
59 disposal system shall be in accordance with the requirements of the State Department of

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60 Health and shall be subject to the inspection and approval of the Health Officer of
61 Galveston County, Texas. The drainage of septic tanks into a road, street, canal, Gulf, Bay,
62 or any public ditch is prohibited. The over-night occupancy of houses will not be
63 permitted until toilet facilities have been completed.

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

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

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

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

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

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

97 **16)** All hunting rights on the property constituting **Section 22**, Jamaica Beach, are retained by
98 Jamaica Corporation, its successors and assigns, and without the express written permission
99 from Jamaica Corporation, its successors and assigns, or its duly authorized agents,

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

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

117 **18) The Jamaica Beach Improvement Committee** shall be composed initially of Eugene
118 Maier, John Paxton and Susie Schuler. After an aggregate of seventy-five (75) per cent of
119 the lots platted and to be platted out of the land conveyed by R E. Smith in his deeds to
120 Jamaica Corporation dated September 12 1963, and recorded in Volume 1589, Page 118, of

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121 the Deed Records of Galveston County, Texas, which land is herein referred to as "Jamaica
122 Beach", have been conveyed by deed from Jamaica Corporation, the then owners may
123 appoint a committee composed of three (3) to five (5) members owning lots in Jamaica
124 Beach to replace the membership of the initial Committee, or the members or remaining
125 member or members of the initial Committee may, in its discretion, before said seventy-
126 five (75) per cent of the lots have been so conveyed by deed, fill vacancies on the
127 Committee, which Committee shall never have less than three (3) nor more than five (5)
128 members. Each owner shall be entitled to one vote for each lot to which he then holds
129 record title.

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

139 Written notice of such election, given by actual notice or by addressing such notice by
140 mail to the last known address of each addressee at least two weeks prior to such election,
141 shall be given to each of the then lot owners in Jamaica Beach. Certification as to the

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142 mailing of such notices shall be deemed to be sufficient under these rules. Votes shall be
143 evidenced by written ballot and the ballot shall be retained for at least one year after such
144 election.

145 Election shall be by the majority vote of these owners then voting in such election.
146 Vacancies occurring between elections may be filled by the remaining member or members
147 of the Committee.

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

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

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

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

157 d) Approve or reject plans and specifications for improvements to be erected in Jamaica
158 Beach. All plans and specifications for improvements must be submitted to the
159 Committee for approval prior to the commencement of construction of any such
160 Improvement. If the committee fails to act within thirty (30) days after submission to

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161 it of plans and specifications, construction in accordance with these restrictions may
162 begin.

163 **21)** Each lot in said **Section 22**, Jamaica Beach, conveyed by Jamaica Corporation, its
164 successors or assigns, is hereby; subjected to an annual maintenance charge of **thirty-**
165 **five (\$35.00) dollars** per year for the purpose of creating a fund to be known as
166 maintenance fund, to be paid by the owner of the lot, the same to be secured by a
167 vendor's lien upon said lot, and payable annually on the first day of January of each
168 year in advance beginning January 1, 1966, to **Jamaica Beach Improvement**
169 **Committee**, at its office in Houston, Texas, and said charge and lien are hereby
170 assigned to said Committee. The maintenance charge for a lot purchased during a
171 calendar year shall be prorated in the proportion that the remaining months in the year
172 bear to the whole year.

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

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

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

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

200 **24)** No boat which is used for commercial purposes will be allowed to operate or be
201 anchored or docked in any manner in any canal. Furthermore, all boats operated,

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202 anchored or docked in any manner in the canal must be approved by the **Jamaica**
203 **Beach Improvement Committee** as to appearance, size and loudness of motors in
204 order that no boat of any type which is unsightly, oversized or has an unusually loud
205 motor will be allowed to be placed in the canal and therefore detract from the value of
206 the lots abutting these canals.

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

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COPY OF SIGNATURE PAGE ATTACHED

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