

Jamaica Corporation
DEED RESTRICTIONS

SECTION 23

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

Filed 5-25-1965
Recorded, Book 1710, pg.12-19
Plat Map- Vol. 7, pg. 93

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 July 18, 1957, and September 12, 1963, and
4 recorded in Volume 1219, Page 532 and Volume 1589, Page118, respectively, of the Deed
5 Records of Galveston County, Texas, part of which properties have been subdivided under the
6 name of **Section 23** Jamaica Beach, in accordance with the lines, lots, building lines, street and
7 easements shown on the recorded plat of said **Section 23**, Jamaica Beach, recorded in Volume
8 1616, Page 57 of the Map Records of Galveston County, Texas, do hereby dedicate, subject to
9 the reservations contained herein, to the purchasers of lots in said **Section 23**, of Jamaica
10 Beach, and the purchasers of lots in adjoining property which has been or may be developed
11 and sold by Jamaica Corporation, all of the streets and canals shown thereon forever. Said
12 streets and canals are dedicated as such for the exclusive use and benefit of the purchasers of
13 lots in said Section of Jamaica Beach, and the purchasers of lots in adjoining property which
14 has been or may be developed by Jamaica Corporation, but said streets and canals are not
15 hereby dedicated to public use.

16 Easements for utilities are reserved on the front ten (10) feet of each lot sub-divided in the
17 Plat of **Section 23**, Jamaica Beach. These easements are reserved to Jamaica Corporation, its
18 successors and assigns, and are not dedicated to public use.

19 Jamaica Corporation, for itself and its successors and assigns, hereby expressly reserves the
20 exclusive right and easement in the streets shown on the recorded Plat of said **Section 23** of

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21 Jamaica Beach, and in the utility easements on the front ten (10) feet of each lot therein, to lay,
22 construct, maintain, and remove utility lines and facilities (including, but without limitation
23 water lines, sewer lines, gas lines, electric lines and telephone lines), and further reserves the
24 exclusive right and easement to grant franchises and easements to utility owners to lay,
25 construct, maintain, and remove utility lines in said streets and utility 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. Further, all of the property subdivided in the above and foregoing recorded map shall
29 be 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 be
41 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 corner lot siding Bob Smith Drive nearer than
46 fifteen (15) feet to Bob Smith Drive.
- 47 6) No building shall be located on any lot nearer than twenty (20) feet to the front lot lines.
48 No building will be located nearer than eight (8) feet to any side lot lines. 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,
54 except that dogs and cats (not to exceed two of each category) may be kept, provided they
55 are not kept, bred, or maintained for any commercial purposes, but only for the use and
56 pleasure of 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

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59 disposal system shall be in accordance with the requirements of the State Department of
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,
62 Bay, 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 1³/₄ 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

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78 purchase or occupation of any lot in this subdivision to pay such statement immediately
79 upon receipt thereof.

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.

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97 **16)** All hunting rights on the property constituting **Section 23**, 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,
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, or
102 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.

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117 **18)The Jamaica Beach Improvement Committee** shall be composed initially of Ellis S.
118 Allen, John Paxton and Walter Grover. 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 July 18, 1957, and September 12, 1963, recorded in Volume
121 1219, Page 532 and Volume 1589, Page 118, respectively of the Deed Records of
122 Galveston County, Texas, which land is herein referred to as "Jamaica Beach", have been
123 conveyed by deed from Jamaica Corporation, the then owners may appoint a committee
124 composed of three (3) to five (5) members owning lots in Jamaica Beach to replace the
125 membership of the initial Committee, or the members or remaining member or members of
126 the initial Committee may, in its discretion, before said seventy-five (75) per cent of the
127 have been so conveyed by deed, fill vacancies on the Committee, which Committee shall
128 never have less than three (3) nor more than five (5) members. Each owner shall be
129 entitled to one vote for each lot to which he then holds 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

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

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

- 149 a) Collect and expend, in the interests of the subdivision as a whole, the maintenance
150 fund herein created.
- 151 b) Enforce these covenants and restrictions by appropriate proceedings (but this power
152 shall not be exclusive and may also be exercised by any lot owner in Jamaica Beach).
- 153 c) Enforce any lien imposed on any part of this subdivision by reason of the violation of
154 any of these covenants or restrictions, or by reason of failure to pay maintenance
155 charges herein provided, and to execute a release of such lien upon performance.

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

162 21) Each lot in said **Section 23**, Jamaica Beach, conveyed by Jamaica Corporation, its
163 successors or assigns, is hereby subjected to an annual maintenance charge of **thirty-five**
164 **(35) dollars** per year for the purpose of creating a fund to be known as maintenance fund, to
165 be paid by the owner of the lot, the same to be secured by a vendor's lien upon said lot, and
166 payable annually on the first day of January of each year in advance beginning January 1,
167 1964, to **Jamaica Beach Improvement Committee**, at its office in Houston, Texas, and
168 said charge and lien are hereby assigned to said Committee. The maintenance charge for a
169 lot purchased during a calendar year shall be prorated in the proportion that the remaining
170 months in the year bear to the whole year.

171 Funds arising from said charge shall be applied, so far as sufficient, toward the payment
172 of maintenance expenses incurred for any or all of the following purposes: lighting,
173 improving and maintaining the streets, sidewalks, paths, canals, parks, parkways,
174 esplanades, area between curb and sidewalk, collecting and disposing of garbage, ashes,
175 rubbish and the like in said areas; and doing any other thing necessary or desirable in the

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176 opinion of said Committee to keep the property neat and in good order, or which it
177 considers of general benefit to the owners or occupants of the addition, it being understood
178 that the judgment of said committee in the expenditure of said fund shall be final so long as
179 such judgment is exercised in good faith

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

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

193 **23)** Enforcement of these covenants and restrictions may be by proceedings at law or in equity
194 against any person or persons violating or attempting to violate any covenant or restriction

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195 either to restrain such violation or proposed violation or to recover damages. Such
196 enforcement may be by the owner of any lot in said subdivision.

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

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

207 *COPY OF SIGNATURE PAGE ATTACHED*

208 ORIGINALS ON FILE