

A Jamaica Corporation  
**DEED RESTRICTIONS**

**Section 27**

STATE OF TEXAS  
COUNTY OF GALVESTON  
Office of County Clerk

Filed 7-20-1966  
Recorded, Book 1804, P.229-235  
Plat Map- Vol. 7, P. 96

1 That JAMAICA CORPORATION, a Texas corporation, Owner of that certain property  
2 conveyed by deed from James A. Hawkins, dated January 26, 1965, and recorded in Volume  
3 1683, Pages 479 through 485, of the Deed Records of Galveston County, Texas, part of which  
4 property has been subdivided under the name of **Section 27**, Jamaica Beach, in accordance  
5 with the lines, lots, buildings lines, streets and easements shown on the recorded plat of said  
6 **Section 27**, Jamaica Beach, recorded in Book 1616, Page 94, of the Map Records of  
7 Galveston County Texas, do hereby dedicate, subject to the reservations contained herein, to  
8 the purchasers of lots in said **Section 27**, of Jamaica Beach, and the purchasers of lots in  
9 adjoining property which has been or may be developed and sold by Jamaica Corporation, all  
10 of the streets and canals shown thereon forever. Said streets and canals are dedicated as such  
11 for the exclusive use and benefit of the purchasers of lots in said section of Jamaica Beach and  
12 in adjoining property which has been or may be developed by Jamaica Corporation, but said  
13 streets and canals are not hereby dedicated to public use.

14 Easements for utilities are reserved on the front ten (10) feet of each lot sub-divided in the  
15 Plat of **Section 27**, Jamaica Beach. These easements are reserved to the Jamaica Corporation,  
16 its successors and assigns, and are not dedicated to public use.

17 Jamaica Corporation, for itself and its successors and assigns, hereby expressly reserves  
18 the exclusive right and easement in the streets shown on the recorded Plat of said **Section**  
19 **27**, of Jamaica Beach, and in the utility easements on the front ten (10) feet of each lot therein,  
20 to lay, construct, maintain, and remove utility lines and facilities (including, but without  
21 limitation water lines, sewer lines, gas lines, electric lines and telephone lines), and further

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22 reserves the exclusive right and easement to grant franchises and easements to utility owners  
23 to lay, construct, maintain, and remove utility lines in said streets and utility easements. In  
24 addition to the foregoing, utility easements granted, a further utility easements is hereby  
25 reserved, if and when Jamaica Corporation shall provide underground utilities of any nature to  
26 this **Section 27**, a two (2) foot wide easement centered along and beside the underground  
27 utility service line installed from the aforementioned easement adjacent to each lot to the point  
28 of service on the residential structure.

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

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

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

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43 walls, swimming pools, playground equipment and outdoor cooking or eating facilities  
44 of a permanent nature.

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

47 4) All elevated structures built on pilings or other types of elevated foundations shall be  
48 designed so that the foundation will be beautiful in a manner to maintain standards set  
49 by the **Jamaica Beach Improvement Committee**. Above the ground butane tanks  
50 must be screened from public view by planting or decorative fence or screen in a  
51 manner approved by the Jamaica Beach Improvement Committee.

52 5) All storm blinds must be painted to match the house color or unpainted in the case of  
53 an unpainted house.

54 6) All buildings will be located on lots in accordance with a master plan prepared by the  
55 Jamaica Beach Improvement Committee. the front deck of some houses in Section 29  
56 will be permitted to be built ten (10) feet over the canal.

57 7) No noxious or offensive activity shall be carried on upon any lot nor shall anything be  
58 done thereon which may be or may become an annoyance or a nuisance to the  
59 neighborhood.

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

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64           9) Toilet facilities of all residences shall be installed inside the residence and shall be  
65           connected, before use, with a septic tank, provided by the owner of said lot. Such  
66           sewage disposal system shall be in accordance with the requirements of the State  
67           Department of Health and shall be subject to the inspection and approval of the Health  
68           Officer of Galveston County, Texas and by the Jamaica Beach Improvement  
69           Committee. The drainage of septic tanks into a road, street, canal, Gulf, Bay, or any  
70           public ditch is prohibited. The over-night occupancy of houses will not be permitted  
71           until toilet facilities have been completed and the residence is connected to the central  
72           water system of the subdivision. Drilling of any kind of water well on any lot or lots is  
73           prohibited.

74           10) The owners or occupants of all lots in this subdivision shall at all times keep all weeds  
75           and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no  
76           event use any lot for storage of material and equipment except for normal residential  
77           requirements or permit the accumulation of garbage, trash or rubbish of any kind  
78           thereon. In the event of default on the part of the owner or occupant of any lot in  
79           this subdivision in observing the above requirements, or any of them, Jamaica  
80           Corporation and any of its employees, agents, or representatives, may, without  
81           liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or  
82           cause to be cut, such weeds and grass, and remove or cause to be removed, such  
83           garbage, trash, rubbish, etc., so as to place said lot in a neat attractive healthful and  
84           sanitary condition, may bill for the cost of such work either the owner or occupant of

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85 such lot. The owner or occupant, as the case may be, agrees by the purchase or  
86 occupation of any lot in this subdivision to pay such statement immediately  
87 upon receipt thereof.

88 **11)** No sign, advertisement, billboard, or advertising structure of any kind may be erected  
89 or maintained on any residential lot without the consent in writing of the **Jamaica**  
90 **Beach Improvement Committee.** Jamaica Corporation or members of the  
91 Committee shall have the right to remove any such sign, advertisement, or billboard or  
92 structure which is placed on any residential lot without such consent, and in so doing,  
93 shall not be liable, and is expressly relieved from any liability for trespass or other sort  
94 in connection therewith, or arising from such removal.

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

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

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

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106           **15)** All hunting rights on the property constituting **Section 27**, Jamaica Beach, are  
107           retained by Jamaica Corporation, its successors and assigns, and without the express  
108           written permission from Jamaica Corporation, its successors and assigns, or its duly  
109           authorized agents, purchasers of lots, their heirs, successors and assigns, shall not have  
110           the right to hunt on or from any property in the subdivision, or from any other property  
111           of Jamaica Corporation, or from any of the islands now owned by Jamaica  
112           Corporation or which may hereafter be constructed for or by the Jamaica Corporation,  
113           its successors or assigns.

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

124           **17) The Jamaica Beach Improvement Committee** shall be composed initially of  
125           Walter Grover, Perry Hunnicutt, and Jack Wilson. After an aggregate of seventy-five  
126           (75) per cent of the lots platted and to be platted out of the land conveyed by R E.

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127 Smith in his deeds to Jamaica Corporation dated July 29, 1957, and recorded in  
128 Volume 1589, Page 118 of the deed Records of Galveston County, Texas and that  
129 portion of the land conveyed by deed from James A. Hawkins dated January 26, 1965  
130 to Jamaica corporation and recorded Volume 1683, at Pages 479 through 485 of the  
131 deed Records of Galveston County, Texas and subdivided as **Section27**, Jamaica  
132 Beach all of which land is herein referred to as "Jamaica Beach", have been conveyed  
133 by deed from Jamaica Corporation, the then owners may appoint a committee  
134 composed of three (3) to five (5) members owning lots in Jamaica Beach to replace  
135 the membership of the initial committee, or the members or remaining member or  
136 members of the initial Committee may, in its discretion, before said seventy-five (75)  
137 per cent of the lots have been so conveyed by deed, fill vacancies on the Committee,  
138 which Committee shall never have less than three (3) nor more than five (5) members.  
139 Each owner shall be entitled to one vote for each lot to which he then holds record  
140 title.

141 **18)** After said aggregate of seventy-five (75) percent of the lots of Jamaica Corporation  
142 have been so conveyed by deed, then, either on motion of the **Jamaica Beach**  
143 **Improvement Committee**, or in the event ten (10) or more lot owners so request, the  
144 **Jamaica Beach Improvement Committee** may arrange for the initial election of the  
145 members of the Committee to replace those named herein. At any time after one year  
146 from the next preceding election, the Committee may arrange for any election for the  
147 removal or replacement of **Committee** members, either in its own discretion, or when

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148 so requested in writing by ten (10) or more lot owners. The initial election or any  
149 subsequent election shall be governed by the following rules

150 Written notice of such election, given by actual notice or by addressing such notice  
151 by mail to the last known address of each addressee at least two weeks prior to such  
152 election, shall be given to each of the then lot owners in Jamaica Beach. Certification  
153 as to the mailing of such notices shall be deemed to be sufficient under these rules.  
154 Votes shall be evidenced by written ballot and the ballot shall be retained for at least  
155 one year after such election. Vacancies occurring between elections may be filled by  
156 the remaining member or members of the Committee.

157 **19) Jamaica Beach Improvement Committee** shall have the following powers and  
158 functions:

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

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

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

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



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169 and specifications for all improvements and the placement of same on the lot must  
170 be submitted to the Committee for approval prior to the commencement of  
171 construction of any such improvement. If the committee fails to act within thirty  
172 (30) days after submission to it of plans and specifications, construction in  
173 accordance with these restrictions may begin.

174 **20)** Each lot in said **Section 27**, Jamaica Beach, conveyed by Jamaica Corporation, its  
175 successors or assigns, is hereby; subjected to an annual maintenance charge of **forty**  
176 **(\$40.)** dollars per year for the purpose of creating a fund to be known as maintenance  
177 fund, to be paid by the owner of the lot, the same to be secured by a vendor's lien upon  
178 said lot, and payable annually on the first day of January of each year in advance  
179 beginning January 1, 1967, to **Jamaica Beach Improvement Committee**, at its office  
180 in Houston, Texas, and said charge and lien are hereby assigned to said Committee.  
181 The maintenance charge for a lot purchased during a calendar year shall be prorated  
182 in the proportion that the remaining months in the year bear to the whole year.  
183 Payment of said annual maintenance charge shall be due and payable by the legal  
184 record owner of said lot on January 1, of each calendar year, any subsequent transfer  
185 of said lot without payment of said maintenance charge when due shall constitute a  
186 lien for that amount plus a delinquency charge as hereinafter provided.

187 A one and one-half ( $1\frac{1}{2}$ ) percent per month charge shall be added to any charges  
188 that are more than ten (10) days delinquent. Funds arising from said charge shall be  
189 applied, so far as sufficient, toward the payment of maintenance expenses incurred for

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190 any or all of the following purposes: lighting, improving and maintaining the streets,  
191 beach area, sidewalks, path, canals, bulkheads, parkways, esplanades, area between  
192 curb and sidewalk, collecting and disposing of litter, ashes, rubbish and the like in said  
193 areas; and doing any other thing necessary or desirable in opinion of said Committee  
194 to keep the property neat and in good order, or which it considers of general benefit to  
195 the owners or occupants of the addition, it being understood that the judgment of said  
196 committee in the expenditure of said fund shall be final so long as such judgment is  
197 exercised in good faith.

198 Such maintenance charge shall extend for a period of twenty-five (25) years from  
199 January 1, 1967, and shall be extended automatically for successive periods of ten (10)  
200 years unless the then owners of a majority of the lots in the entire addition vote to  
201 discontinue such charge, such action to be evidenced by written instrument signed and  
202 acknowledged by the owners of a majority of the lots and recorded in the Deed  
203 Records of Galveston County, Texas. By acceptance of his deed each purchaser  
204 agrees and consents to and joins in such maintenance charge.

205 **21)** Those areas set out and described as Reserve "A" and Reserve "B" on the recorded  
206 Plat of **Section 27** Jamaica beach were platted and established with the purpose of  
207 maintaining an unobstructed view of the Gulf of Mexico for the owners of the lots  
208 adjoining said reserves and for no other purpose. No improvements of any kind or  
209 nature shall be placed upon said reserves nor shall said reserves be used for any

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210                    purpose without the express written consent of the adjoining land owners and the  
211                    Jamaica Beach Improvement Committee.

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

219                    **23)** Invalidation of any one of the covenants or restrictions by judgment of any court shall  
220                    in no way effect any of the other provisions which shall remain in full force and effect.

221                    It is further stipulated and agreed by any person or their successors or assigns,  
222                    purchasing any of the property that any legal owner or lien holder of any of the subject  
223                    property shall have the power to prosecute in the appropriate court a suit in law or  
224                    equity to prevent any violation or attempted violation of these restrictions and to  
225                    recover damages for any violation or attempted violation including but not limited to  
226                    reasonable attorney's fees; provided however that this clause shall in no way limit or  
227                    restrict any governmental body from acting to enforce any of the aforementioned  
228                    restrictions.

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229                   **24)** At such time as a sanitary sewer system is installed in **Section 27**, all houses that  
230                   are built in **Section 27** after its completion must connect to and use the sanitary sewer  
231                   system.

232                   **25)** No driveway or other entrance or drive for motor vehicles entering lots abutting on  
233                   San Luis Pass road (3005) shall be constructed or maintained and no motor vehicle  
234                   shall be driven on the said lots from San Luis Pass Road.

235

236                   *COPY OF SIGNATURE PAGE ATTACHED*

237                   *Originals are on file.*