

Jamaica Corporation
DEED RESTRICTIONS

Section 29

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

Filed 1-3-1967
Recorded: Book, 1834, pg.690-698
Plat Map: Vol.7, p.97 12-28-1966

1 KNOW ALL MEN BY THESE PRESENTS:

2

3 That JAMAICA CORPORATION, a Texas corporation, Owner of those certain properties
4 conveyed by deed dated August 11, 1966 from Thomas Gerald Gready, III and Adine B. Sias, a
5 widow, recorded in book 1805, page 148 and filed in the Deed Records of Galveston County,
6 Texas, and by deed dated August 8, 1966 from Harriet E. Moody, a feme sole and recorded in
7 Book 1805 Page 118 in the Deed Records of Galveston County, Texas, and by Deed from R. E.
8 Smith, dated September 12, 1963, and recorded in Volume 1589, Page 118, of the Deed
9 Records of Galveston County, Texas, which property has been subdivided under the name of
10 **Section 29**, Jamaica Beach, in accordance with the lines, lots, building lines, streets and
11 easements shown on the recorded plat of said **Section 29**, Jamaica Beach, recorded in Book
12 1616, Page 107, of the Map Records of Galveston County, Texas, do hereby dedicate, subject to
13 the reservations contained herein, to the purchasers of lots in said **Section 29**, of Jamaica Beach,
14 and the purchasers of said lots in said section of Jamaica Beach and purchaser of lots in
15 adjoining property which has been or may be developed and sold by Jamaica Corporation, all of
16 the streets and canals shown thereon forever. Said streets and canals are dedicated as such for
17 the exclusive use and benefit of the purchasers of lots in adjoining property which has been or
18 may be developed by Jamaica Corporation, but said streets and canals are not hereby dedicated
19 to public use.

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20 Easements for utilities are reserved on the front ten (10) feet of each lot sub-divided in the
21 Plat of **Section 29**, Jamaica Beach. These easements are reserved to Jamaica Corporation, its
22 successors and assigns, and are not dedicated to public use.

23 Jamaica Corporation, for itself and its successors and assigns, hereby expressly reserves the
24 exclusive right and easement in the streets shown on the recorded Plat of said **Section 29**, of
25 Jamaica Beach, and in the utility easements on the front ten (10) feet of each lot therein, to lay,
26 construct, maintain, and remove utility lines and facilities (including, but without limitation
27 water lines, sewer lines, gas lines, electric lines and telephone lines), and further reserves the
28 exclusive right and easement to grant franchises and easements to utility owners to lay, construct,
29 maintain, and remove utility lines in said streets and utility easements.

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

33 In addition to the foregoing, utility easements granted, a further utility easements is hereby
34 reserved, if and when Jamaica Corporation shall provide underground utilities of any nature to
35 this **Section 29**, a two (2) foot wide easement centered along and beside the underground utility
36 service line installed from the aforementioned easement adjacent to each lot to the point of
37 service on the residential structure.

38 Further, all of the property subdivided in the above and foregoing recorded map shall be

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39 restricted in its use, which restrictions shall run with the title to the property and shall be
40 covenants running with the land, as follows:

- 41 1) All lots shall be used for single family residence purposes only.
- 42 2) No structure of any type shall be constructed, placed or altered on any lot until a
43 building permit has been issued for each structure by the **Jamaica Beach**
44 **Improvement Committee** as herein defined. The standards for approval for such
45 structures will be in compliance with these restrictions, quality of materials and
46 workmanship, the external design in relation to existing structures and the location
47 with respect to topography of the property. Structure as used herein shall be held to
48 include buildings, fences, boathouses, docks, piers, house trailers, walls, swimming
49 pools, playground equipment and outdoor cooking or eating facilities of a permanent
50 nature.
- 51 3) The ground floor area of all residences, exclusive of open porches and garages, shall
52 not be less than 600 square feet.
- 53 4) All elevated structures built on pilings or other types of elevated foundations shall be
54 designed so that the foundation will be beautiful in a manner to maintain standards set
55 by the **Jamaica Beach Improvement Committee**. Above the ground butane tanks
56 must be screened from public view by planting or decorative fence or screen in a
57 manner approved by the Jamaica Beach Improvement Committee.

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- 58 5) All storm blinds must be painted to match the house color or unpainted in the case of
59 an unpainted house.
- 60 6) No building shall be located on any lot nearer than twenty (20) feet to the front lot
61 lines. No building will be located nearer than ten (10) feet to any side lot lines.
62 Corner lots shall be deemed to front on the street side having the least frontage. In
63 accordance with a master plan approved by the Jamaica Beach Improvement
64 Committee the front deck of some houses in Section 29 will be permitted to be built
65 ten (10) feet over the canal.
- 66 7) No noxious or offensive activity shall be carried on upon any lot nor shall anything be
67 done thereon which may be or may become an annoyance or a nuisance to the
68 neighborhood.
- 69 8) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot,
70 except that dogs and cats (not to exceed two of each category) may be kept, provided
71 they are not kept, bred, or maintained for any commercial purposes, but only for the
72 use and pleasure of the owners of such lots.
- 73 9) Toilet facilities of all residences shall be installed inside the residence and shall be
74 connected, before use, with a septic tank, provided by the owner of said lot. Such
75 Health and shall be subject to the inspection and approval of the Health Officer of
76 Galveston County, Texas and by the Jamaica Beach Improvement Committee. The
77 drainage of septic tanks into a road, street, canal, Gulf, Bay, or any public ditch is

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78 prohibited. The over-night occupancy of houses will not be permitted until toilet
79 facilities have been completed.

80 **10)** Drainage structures under private driveways shall have a net drainage opening area of
81 sufficient size to permit the free flow of water without back water, and shall be
82 minimum of 1³/₄square feet (18 inch diameter pipe culvert).

83 **11)** The owners or occupants of all lots in this subdivision shall at all times keep weeds
84 and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no
85 event use any lot for storage of material and equipment except for normal residential
86 requirements, or permit the accumulation of garbage, trash or rubbish of any kind
87 thereon. In the event of default on the part of the owner or occupant of any lot in this
88 subdivision in observing the above requirements, or any of them, Jamaica Corporation
89 and any of its employees, agents, or representatives, may, without liability to the
90 owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be
91 cut, such weeds and grass, and remove or cause to be removed, such garbage, trash,
92 rubbish, etc., so as to place said lot in a neat attractive healthful and sanitary
93 condition, may bill for the cost of such work either the owner or occupant of such lot.
94 The owner or occupant, as the case may be, agrees by the purchase or occupation of
95 any lot in this subdivision to pay such statement immediately upon receipt thereof.

96 **12)** No sign, advertisement, billboard, or advertising structure of any kind may be erected
97 or maintained on any residential lot without the consent in writing of the **Jamaica**

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98 **Beach Improvement Committee.** Jamaica Corporation or members of the Committee
99 shall have the right to remove any such sign, advertisement, or billboard or structure
100 which is placed on any residential lot without such consent, and in so doing, shall not
101 be liable, and is expressly relieved from any liability for trespass or other sort in
102 connection therewith, or arising from such removal.

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

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

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

114 **16)** All hunting rights on the property constituting **Section 29**, Jamaica Beach, are
115 retained by Jamaica Corporation, its successors and assigns, and without the express
116 written permission from Jamaica Corporation, its successors and assigns, or its duly
117 authorized agents, purchasers of lots, their heirs, successors and assigns, shall not have

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118 the right to hunt on or from any property in the subdivision, or from any other property
119 of Jamaica Corporation, or from any of the islands now owned by Jamaica
120 Corporation or which may hereafter be constructed for or by the Jamaica Corporation,
121 its successors or assigns, and which islands are, or may be located in West Bay,
122 within an area which would be contained by a projection to the north of the east and
123 west property lines of the property conveyed to Jamaica Corporation by deed from R.
124 E. Smith dated July 18, 1957 and recorded in Volume 1219, Page 532 of the Deed
125 Records of Galveston County, Texas.

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

136 **18) The Jamaica Beach Improvement Committee** shall be composed initially of Jack
137 Wilson, Perry Hunnicutt, and Walter Grover. After an aggregate of seventy-five (75)

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138 per cent of the lots platted and to be platted out of the land conveyed by R E. Smith in
139 his deeds to Jamaica Corporation dated July 18, 1957, and recorded in Volume 1219,
140 Page 532 of the deed Records of Galveston County, Texas and deed from James A.
141 Hawkins dated January 26, 1965 to Jamaica corporation and recorded in Volume
142 1683, at Pages 479 through 485 of the deed Records of Galveston County, Texas and
143 subdivided as **Section 27**, Jamaica Beach and by deed dated August 11, 1966 from
144 Thomas Gerald Gready, III and Adine B. Sias, a widow, recorded in Book 1805, Page
145 148 and filed in the Deed Records of Galveston, Texas and by deed dated August 8,
146 1966 from Harriet E. Moody, a feme sole and recorded in Book 1805, Page 118 in the
147 Deed Records of Galveston County, Texas and by deed dated September 12, 1963,
148 from R. E. Smith and recorded in Volume 1589, Page 118 of the Deed Records of
149 Galveston County, Texas, which land is herein referred to as Jamaica Beach
150 Corporation, had been conveyed by deed from Jamaica Corporation, the then owners
151 may appoint a committee composed of three (3) to five (5) members owning lots in
152 Jamaica Beach to replace the membership of the initial committee, or the members or
153 remaining member or members of the initial Committee may, in its discretion, before
154 said seventy-five (75%) per cent of the lots have been so conveyed by deed, fill
155 vacancies on the Committee, which Committee shall never have less than three (3) nor
156 more than five (5) members. Each owner shall be entitled to one vote for each lot to
157 which he then holds record title.

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158 **19)** After said aggregate of seventy-five (75) percent of the lots of Jamaica **Improvement**
159 **Committee**, or in the event ten (10) or more lot owners so request, the **Jamaica Beach**
160 **Improvement Committee** may arrange for the initial election of the members of the
161 Committee to replace those named herein. At any time after one year from the next
162 preceding election, the Committee may arrange for any election for the removal or
163 replacement of **Committee** members, either in its own discretion, or when so
164 requested in writing by ten (10) or more lot owners. The initial election or any
165 subsequent election shall be governed by the following rules:

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

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

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

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- 178 b) Enforce these covenants and restrictions by appropriate proceedings (but this
179 power shall not be exclusive and may also be exercised by any lot owner in
180 Jamaica Beach).
- 181 c) Enforce any lien imposed on any part of this subdivision by reason of the violation
182 of any of these covenants or restrictions, or by reason of failure to pay
183 maintenance charges herein provided, and to execute a release of such lien upon
184 performance.
- 185 d) Approve or reject plans and specifications for improvements to be erected in
186 Jamaica Beach. All plans and specifications for all improvements must be
187 submitted to the Committee for approval prior to the commencement of
188 construction of any such improvement. If the committee fails to act within thirty
189 (30) days after submission to it of plans and specifications, construction in
190 accordance with these restrictions may begin.
- 191 **21)** Each lot in said **Section 29**, Jamaica Beach, conveyed by Jamaica Corporation, its
192 successors or assigns, is hereby; subjected to an annual maintenance charge of **forty**
193 **(\$40.00) dollars** per year for the purpose of creating a fund to be known as
194 maintenance fund, to be paid by the owner of the lot, the same to be secured by a
195 vendor's lien upon said lot, and payable annually on the first day of January of each
196 year in advance beginning January 1,1967, to **Jamaica Beach Improvement**
197 **Committee**, at its office in Houston, Texas, and said charge and lien are hereby

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198 assigned to said Committee. The maintenance charge for a lot purchased during a
199 calendar year shall be prorated in the proportion that the remaining months in the
200 year bear to the whole year.

201 A one (1%) percent per month charge shall be added to any charges that are more
202 than ten (10) days delinquent.

203 Funds arising from said charge shall be applied, so far as sufficient, toward the
204 payment of maintenance expenses incurred for any or all of the following purposes:
205 lighting, improving and maintaining the streets, sidewalks, paths, canals, parks,
206 parkways, esplanades, area between curb and sidewalk, collecting and disposing of
207 garbage, ashes, rubbish and the like in said areas; and doing any other thing necessary
208 or desirable in the opinion of said Committee to keep the property neat and in good
209 order, or which it considers of general benefit to the owners or occupants of the
210 addition, it being understood that the judgment of said committee in the expenditure of
211 said fund shall be final so long as such judgement is exercised in good faith. Such
212 maintenance charge shall extend for a period of twenty-five (25) years from January
213 1, 1967, and shall be extended automatically for successive periods of ten (10) years
214 unless the then owners of a majority of the lots in the entire addition vote to
215 discontinue such charge, such action to be evidenced by instrument signed and
216 acknowledged by the owners of a majority of the lots and recorded in the Deed

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217 Records of Galveston County, Texas. By acceptance of his deed or contract each
218 purchaser agrees and consents to and joins in such maintenance charge.

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

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

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

