

Jamaica Corporation  
**DEED RESTRICTIONS**

**SECTION 32**

STATE OF TEXAS  
COUNTY OF GALVESTON  
Office of County Clerk

filed 3-28-1972  
Recorded Book 2244-pg.800-819  
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1           Whereas, The Timewealth Corporation (hereinafter called "Timewealth"), a Texas  
2 Corporation, is the owner of all of those certain lots described in Exhibit "A", attached; and

3           Whereas, Timewealth desires the development of the property to be for the mutual  
4 benefit and pleasure of the present and future property owners in such subdivision and to  
5 protect the property values therein by imposing upon and against all of the parcels of the  
6 property therein the reservations, restrictions and other provisions hereinafter set forth;

7           Whereas, Paul T. Good is the duly qualified and acting Receiver of the Timewealth  
8 Corporation in Arrangement Proceeding No. 71-H-274 in the United States District Court for  
9 the Southern District of Texas, Houston Division; and

10           Whereas, said Paul T. Good, Receiver, joins in this instrument to evidence his consent  
11 and approval of said Receiver to all the matters herein described, all in accordance with order  
12 of the Court in said Arrangement Proceedings.

13           Now, Therefore, Know All Men By These Presents, that Timewealth does hereby make,  
14 adopt and establish the reservations, restrictions and other provisions (including without  
15 limitation, reservation, restrictions, declarations, easements, limitations, charges, liens,  
16 agreements, covenants, conditions, preferential purchase rights and stipulations) hereinafter  
17 set forth as applicable to said lots in Jamaica Beach, Section 32, a subdivision on Galveston  
18 Island, Galveston County, Texas, according to the map or plat to be filed in the office of the  
19 County Clerk of Galveston County, Texas (hereinafter called the "subdivision"). Said map  
20 or plat will be duly authenticated with proper certificates **(no evidence of a map having**  
21 **been filed has been found)** and dedicates the streets known thereon to the public for

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22 ordinary roadway purposes, subject to the reservations, restrictions and other provisions  
23 herein contained to the same extent as though copied at length in said dedication certificate  
24 and said map or plat is subject only to such minor changes as, in the judgment of  
25 Timewealth, are necessitated by the efficient installation of improvements.

26 **Reservations:**

27 In so authenticating said map or plat for record and in so dedicating the streets shown  
28 thereon to the public for ordinary roadway purposes, there will be reserved and there is  
29 hereby expressly reserved in Timewealth the following rights, titles and easements  
30 (hereinafter collectively called the "Reservations"). The Reservations may be incorporated  
31 to the same extent as if set forth in full in any contract of sale, deed, lease or other transfer of  
32 any interest in any property in the Subdivision by reference to this instrument; and every  
33 contract of sale, deed, lease or other transfer of any interest and any property in the  
34 subdivision shall be conclusively deemed to have been executed, delivered and accepted  
35 subject to the following Reservations, even if the Reservations are not set out in full and are  
36 not incorporated by reference in such contract of sale, deed, lease or other transfer of any  
37 such interest in any such property:

38 1) The legal and fee simple title in and to each and all of said streets (including all esplanades  
39 or islands within such streets) as shown on said map or plat is hereby reserved in Timewealth  
40 subject to the dedication of the use of such streets to the public for ordinary roadway  
41 purposes.

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42           2) Timewealth reserves for itself, its successors and assigns, title in and to all water, sanitary  
43           sewer, storm sewer, drainage and gas pipes, mains, conductors, and all appurtenances thereto  
44           and all electric distribution, communication and television lines, wires, cables, conduits and  
45           all appurtenances thereto heretofore or hereafter constructed by Timewealth or its agents in  
46           all of said streets in the Subdivision, together with a perpetual easement to operate, maintain,  
47           inspect, repair, reconstruct, change the size of and remove such pipes, mains, conductors,  
48           lines, wires, cables, conduits and appurtenances thereto, as it or they may from time to time  
49           desire.

50           3) Timewealth reserves for itself, its successors and assigns, a perpetual nonexclusive  
51           easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change  
52           the size of and remove such water, sanitary sewer, storm sewer and drainage and gas pipes,  
53           mains and conductors and all appurtenances thereto pertinent to the operation of waterworks,  
54           sanitary sewer, storm sewer and drainage systems, and pertinent to the operation of gas  
55           distribution systems and such electric distribution, communication and television lines, wires,  
56           cables, conduits, and appurtenances thereto pertinent to the operation of electric distribution,  
57           communication and television systems as it or they may from time to time desire, in, upon,  
58           along, under, over, across and through all of said streets in the Subdivision. Such pipes,  
59           mains, conductors, lines, wires, cables, conduits and appurtenances shall be buried to such  
60           reasonable depth as will not interfere with the use of streets for ordinary roadway purposes.

61           4) Timewealth reserves for itself, its successors and assigns, perpetual utility easements or  
62           rights-of-way in, upon, along, under, over, across and through the front ten (10) feet of each

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63 lot or parcel of land in the Subdivision to lay, construct, operate, maintain, inspect,  
64 reconstruct multiply, change the size of and remove such utility lines and facilities (including  
65 without limitation of the generality thereof, water, sanitary sewer, storm sewer, drainage and  
66 gas pipes, mains, conductors and all appurtenances thereto and electric distribution,  
67 communication and television lines, wires, cables, conduits, poles, towers, props, guys,  
68 connections and all appurtenances thereto), as it or they may from time to time desire. The  
69 term "front ten (10) feet of each lot or parcel of land in the Subdivision as used in this  
70 paragraph is a strip of land ten (10) feet in breadth along each side of each lot or parcel of  
71 land adjoining a street. Timewealth further reserves for itself, its successors and assigns,  
72 such other utility easements in, upon, along, under, over, across and through each lot or  
73 parcel of land as are shown on the said map or plat of the Subdivision as perpetual utility  
74 easements or right of way for the same purposes previously described. All utility easements  
75 hereby reserved are easements ten (10) feet in breadth at and below normal ground level and  
76 extending upward to a plane twenty (20) feet above the ground, and from said plane and  
77 upward, the utility easements are unobstructed aerial easements twenty (20) feet in breadth,  
78 extending five (5) feet in breadth adjacent to and on both sides of the utility easements on  
79 each lot or parcel of land. All utility easements include the rights of ingress and egress  
80 thereto for the exercise thereof and include the right to remove from the utility easements all  
81 bushes, trees and parts thereof or any obstructions whatsoever which in the opinion of  
82 Timewealth or its successors or assigns, endanger or may interfere with the efficiency, safety  
83 or proper maintenance of the utility lines and facilities. Neither Timewealth, any utility

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84 company, nor any other successor or assign, using the utility easements shall be liable for any  
85 damage done by them or their assigns, agents, employees or servants to shrubbery, trees or  
86 flowers or other property situated in the part of a lot or parcel of land covered by such utility  
87 easements. All utility easements hereby reserved shall be divisible among two or more  
88 owners.

89 Timewealth further reserves the exclusive right to grant franchises and easements to  
90 utility companies to lay, construct, operate, maintain, inspect, reconstruct, change the size of,  
91 multiply and remove such utility lines and such utility easements. Such utility easements are  
92 not dedicated to the public in any manner.

93 In addition to the foregoing utility easements granted, a further utility easement is hereby  
94 reserved, if and when Timewealth shall provide underground utilities of any nature to the  
95 Subdivision, a two (2) foot wide easement centered along and beside the underground utility  
96 service line installed from the aforementioned easement adjacent to each lot to the point of  
97 service on the residential structure.

98 5) Timewealth reserves for itself, its successors and assigns, a perpetual non-exclusive  
99 easement in, upon, along, under, over, across and through all each parcel of land in the  
100 Subdivision which is adjacent to the beach and West Bay, an arm of the Gulf of Mexico (in  
101 common with the owner of any such lot or parcel of land), to the extent necessary to  
102 construct, operate, maintain, inspect, repair, change the size of and reconstruct bulkheads  
103 located in whole or in part on such lots or parcels of land for the purpose of maintaining and  
104 protecting the lots or parcels of land and the adjacent beach from erosion.

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105           6) Timewealth reserves for itself, its successors and assigns, perpetual easements or rights-of-  
106           way in, along, under, over, across and through all canals, lagoons, channels and waterways of  
107           every type shown on said map or plat of the Subdivision (hereinafter collectively called  
108           “waterways”) to construct, operate, maintain, inspect, reconstruct and deepen canals,  
109           lagoons, channels and waterways and all other facilities for navigation by small boats and  
110           crafts, together with the right to connect such waterways with other canals, channels and  
111           waterways.

112           Such waterways are not dedicated to the public in any manner, but Timewealth reserves  
113           the exclusive right to dedicate such waterways to the public. No pier, wharf, deck or any  
114           improvement or structure whatsoever shall be erected in, over, under or through any  
115           waterways except with the written consent of Jamaica, its successors and assigns.

116           7) Timewealth reserves for itself, its successors and assigns, a perpetual nonexclusive  
117           easement in, along, under, over, across and through each lot or parcel of land in the  
118           Subdivision which abuts a waterway (in common with the owner of any such lot or parcel of  
119           land), to the extent necessary to construct, operate, maintain, inspect, repair, change the size  
120           of and reconstruct bulkheads located in whole or in part on such lots or parcels of land for the  
121           purpose of maintaining and protecting the lots or parcels of land and the adjacent beach from  
122           erosion.

123           8) Timewealth reserves for itself, its successors and assigns, all of the underground water and  
124           underground water rights in, on, under and that may be recovered from any lot or parcel of  
125           land within the Subdivision exclusive of water rights in surface waters, but waives all rights

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126 of ingress and egress for the purpose of exploring, developing, drilling, mining for and  
127 producing such underground water from any such lot or parcel of land and shall have the  
128 right to recover such underground water only from any adjacent land.

129 The conveyance by Timewealth of any lot or parcel of land in the Subdivision by contract  
130 of sale deed, lease or other instrument transferring any interest shall not in any event be held  
131 or construed to include any of the rights, titles and easements heretofore reserved in any of  
132 the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage  
133 and gas pipes, mains and conductors and all appurtenances thereto and electric distribution,  
134 communication and television lines, wires, cables, conduits, poles and all appurtenances or  
135 any other utility or appurtenances thereto constructed by Timewealth or its agents, in, upon,  
136 along, under, over across or through such easements, such property or any part thereof, or  
137 such streets, to serve any property within or without the Subdivision. The right to sell and  
138 lease all such rights, titles, easements, utilities and appurtenances is expressly reserved in  
139 Timewealth, its successors and assigns. The foregoing reservations or rights and easements  
140 shall not, however, obligate Timewealth to exercise any of such reserved rights and  
141 easements. The invalidity, abandonment or waiver of any one or more of the foregoing  
142 Reservations, or any sentence, clause or part thereof shall not affect the remaining  
143 Reservations or sentences, clauses or parts thereof, which shall remain in full force and  
144 effect.

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147           **Restrictions:**

148           For the purpose of creating and carrying out a uniform plan for the parceling and sale of  
149           all lots in the Subdivision as a district set aside for suburban homes and the uses ordinarily  
150           accessory thereto, the following restrictions, including without limitation restrictions,  
151           declarations, easements, limitations, charges, liens, agreements, covenants, conditions,  
152           preferential purchase rights and stipulations (hereafter collectively called "Restrictions"), are  
153           hereby established and adopted to apply uniformly to the use, occupancy and conveyance of  
154           all of the lots in the subdivision. The Restrictions may be incorporated to the same extent as  
155           though set forth in full in any contract of sale, deed, lease or other transfer of any interest  
156           hereafter executed with regard to any lot in the Subdivision shall be conclusively deemed to  
157           have been executed, delivered and accepted subject to the following Restrictions, even if the  
158           Restrictions are not set out in full and are not incorporated by reference in such contract of  
159           sale, deed, lease or other transfer of any interest in any such lot:

160           **1)** Each lot shall be used only for single family residential purposes. The term "residential  
161           purposes" excludes, without limitation, hospitals, clinics, duplex houses, apartment houses  
162           garage apartments, hotels and excludes commercial and professional uses whether from  
163           homes, residences or otherwise, but includes any rental of a single family dwelling to a  
164           family at any time and for such period of time as any Owner of a lot deems desirable. No  
165           building, other than a single family residential dwelling designated constructed for use by a  
166           single family with such garages and other structures as may be suitable for use by a single  
167           family, shall be erected, placed, altered or permitted to remain on any lot.



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- 168           2) No structure of any type shall be constructed, placed or altered on any lot until a building  
169           permit has been issued for such structure by the Jamaica Beach Improvement Committee as  
170           herein defined. The standards for approval for such structure will be in compliance with these  
171           restrictions, quality of materials and workmanship, the external design in relation to existing  
172           structures and the location with respect to topography of the property. Structure as used  
173           herein shall be held to include buildings, fences, boat houses, docks, piers, house trailers,  
174           walls, swimming pools, playground equipment and outdoor cooking or eating facilities of a  
175           permanent nature. The Jamaica Beach Improvement Committee may require a reasonable  
176           fee for performing the functions of this paragraph and may refuse to issue such a building  
177           permit for failure to pay such a fee.
- 178           3) The ground floor area of all residences, exclusive of open porches and garages, shall  
179           not be less than 900 square feet.
- 180           4) All elevated structures built on pilings or other types of elevated foundations shall be  
181           designed so that the foundation will be beautiful in a manner to maintain standards set by  
182           the Jamaica Beach Improvement Committee. Above ground butane tanks must be screened  
183           from public view by planting or decorative fence or screen in a manner approved by the  
184           Jamaica Beach Improvement Committee.
- 185           5) All storm blinds must be painted to match the house color or unpainted in the case of an  
186           unpainted house.

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- 187           **6)** No building shall be located on any lot nearer than twenty (20) feet to the front lot line.  
188           No building will be located nearer than ten (10) feet to any side lot line. Corner lots shall be  
189           deemed to front on the street side having the least frontage.
- 190           **7)** No noxious or offensive activity shall be carried on upon any lot nor shall anything be  
191           done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
- 192           **8)** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot,  
193           except that dogs and cats (not to exceed two of each category) may be kept, provided they  
194           are not kept, bred, or maintained for any commercial purposes, but only for the use and  
195           pleasure of the owners of such lots.
- 196           **9)** No residential dwelling shall be occupied unless toilet facilities are installed inside such  
197           dwelling and are connected to and use only the central sanitary sewer system in the  
198           Subdivision. No septic tanks, outdoor toilets, cesspools or individual disposal systems shall  
199           be constructed or used within the Subdivision.
- 200           **10)** Each lot which is served by a private driveway constructed over a drainage ditch or  
201           drainage way shall have open drainage under such driveway with a net drainage opening  
202           area of sufficient size to permit the free flow of water without back water, and shall be a  
203           minimum of 18 inch diameter pipe culvert, although the Committee may require a larger size  
204           and determine the grade.
- 205           **11)** The owners or occupants of all lots in this subdivision shall at all times keep all weeds  
206           and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use

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207 any lot for storage of material and equipment except for normal residential requirements, or  
208 permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of  
209 default on the part of the owner or occupant of any lot in this subdivision in observing the  
210 above requirements, or any of them, Timewealth and any of its employees, agents, or  
211 representatives, may, without liability to the owner or occupant, in trespass or otherwise,  
212 enter upon said lot, cut or cause to be cut, such weeds and grass, and remove or cause to be  
213 removed, such garbage, trash, rubbish, etc., so as to place said lot in a neat attractive  
214 healthful and sanitary condition; may bill for the cost of such work, either the owner or  
215 occupant of such lot. The owner or occupant, as the case may be, agrees by the purchase or  
216 occupation of any lot in this subdivision to pay such statement immediately upon receipt  
217 thereof.

218 **12)** No sign, advertisement, billboard, or advertising structure of any kind may be erected or  
219 maintained on any residential lot without the consent in writing of the Jamaica Beach  
220 Improvement Committee. Timewealth or members of the Committee shall have the right to  
221 remove any such sign, advertisement, or billboard or structure which is placed on any  
222 residential lot without such consent, and in so doing shall not be liable, and is expressly  
223 relieved from any liability for trespass or other sort in connection therewith, or arising from  
224 such removal.

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

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

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

235           **16)** All hunting rights on the property herein conveyed are retained by Timewealth, its  
236           successors and assigns, and without the express written permission from Timewealth, its  
237           successors and assigns, or their duly authorized agents, purchasers of lots, their heirs,  
238           successors or assigns, shall not have the right to hunt on or from any property in the  
239           subdivision, or from any other property of Timewealth or from any of the islands now owned  
240           by Timewealth or which may hereafter be constructed for or by Jamaica, its successors or  
241           assigns, and which islands are, or may be located in West Bay.

242           **17)** If at any time a purchaser of a lot, his heirs (successors) or assigns, should desire to sell  
243           the property purchased, or any part thereof, the same shall first be offered to Timewealth, its  
244           successors or assigns, which shall have the right to purchase the same at the price the  
245           purchaser his heirs (successors) or assigns, can sell such property for; and if Timewealth, its  
246           successors or assigns, fail or refuse to exercise said option within ninety (90) days  
247           thereafter, said option shall become null and void as to such particular sales set forth in such  
248           notice; provided, however, that it is understood and agreed that said ninety (90) days option

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249 shall extend from and after the date Timewealth, its successors or assigns, are notified by the  
250 purchaser, his heirs (successors) or assigns of the price for which said property can be sold.

251 **18)** The Jamaica Beach Improvement Committee shall be composed initially of:

252 **Walter Grover, Ralph Polling and Jack Wilson**

253 After an aggregate of seventy-five (75) percent of the lots in all of the platted sections of the  
254 Jamaica Beach Subdivision has been conveyed by deed from Timewealth, the then owners  
255 may appoint a committee composed of three to five members owning lots in Jamaica Beach  
256 to replace the membership of the initial committee, or the members of the initial committee  
257 may, in its discretion, before said seventy-five percent of the lots have been so conveyed by  
258 deed, fill vacancies on the Committee, which Committee shall never have less than three (3)  
259 or more than five (5) members. As used herein, "Jamaica Beach" shall mean the Subdivision  
260 and all other subdivisions heretofore or hereafter subdivided and designated as numbered  
261 sections of "Jamaica Beach" according to a map or plat filed in the Plat or Map Records of  
262 Galveston County, Texas, and which are situated on Galveston Island, Galveston County,  
263 Texas including Section 1 through Section 30 of Jamaica Beach heretofore platted. Each  
264 owner shall be entitled to one vote for each lot to which he then holds record title.

265 **19)** After said aggregate of seventy-five percent of the lots of Jamaica has been so conveyed  
266 by deed, then, either on motion of the Jamaica Beach Improvement Committee or in the  
267 event ten or more lot owners so request, the Jamaica Beach Improvement Committee may  
268 arrange for the initial election of the members of the Committee to replace those named

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269            herein. At any time after one year from the next preceding election, the Committee may  
270            arrange for any election for the removal or replacement of Committee members either in its  
271            own discretion, or when so requested in writing by ten (10) or more lot owners. The initial  
272            election or any subsequent election shall be governed by the following rules:

273                    Written notice of such election, given by actual notice or by addressing such notice by  
274            mail to the last known address of each addressee at least two weeks prior to such election,  
275            shall be given to each of the then lot owners in Jamaica Beach. Certification as to the  
276            mailing of such notices shall be deemed to be sufficient under these rules. Votes shall be  
277            evidenced by written ballot and the ballot shall be retained for at least one year after such  
278            election. Election shall be by the majority vote of those owners then voting in such election.  
279            Vacancies occurring between elections may be filled by the remaining member or members  
280            of the Committee.

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

283            **a)** Collect and expend, in the interests of the Subdivision as a whole, the Maintenance Fund  
284            herein created.

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

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

290 d) Approve or reject plans and specifications for improvements to be erected in Jamaica  
291 Beach. All plans and specifications for all improvements must be submitted to the  
292 Committee for approval prior to the commencement of construction of any such  
293 improvement. If the Committee fails to act within thirty (30) days after submission to it  
294 of plans and specifications, construction in accordance with these restrictions may begin.

295 **21)** Each lot in the Subdivision conveyed by Timewealth, its successors or assigns, is hereby  
296 subjected to an annual maintenance charge of sixty **(\$60.) dollars**, per year for the purpose of  
297 creating a fund to be know as Maintenance Fund, to be paid by the owner of the lot, the same  
298 to be secured by a vendor's lien upon said lot, and payable annually on the first day of  
299 January of each year in advance beginning January 1, 1973, to Jamaica Beach Improvement  
300 Committee, at its office in Houston, Harris County, Texas, and said charge and lien are  
301 hereby assigned to said Committee. The maintenance charge for a lot purchased during a  
302 calendar year shall be prorated in the proportion that the remaining months in the year bear to  
303 the whole year. Payment of said annual maintenance charge shall be due and payable by the  
304 legal record owner of said lot on January 1 of each calendar year, any subsequent transfer of  
305 said lot without payment of said maintenance charge when due shall constitute a lien for that  
306 amount plus a delinquency charge as hereinafter provided.

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307 Interest at the rate of ten (10%) percent per annual shall be added to any charges that are  
308 more than ten (10) days delinquent.

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

318 Such maintenance charge shall extend for a period of twenty-five (25) years from  
319 January 1, 1973, and shall be extended automatically for successive periods of ten (10) years  
320 unless then owners of a majority of the lots in the entire addition vote to discontinue such  
321 charge, such action to be evidenced by instrument signed and acknowledged by the owners  
322 of a majority of the lots and recorded in the Deed Records of Galveston County, Texas. By  
323 acceptance of his deed or contract of sale each purchaser agrees and consents to and joins in  
324 such maintenance charge.

325 **22)** No boat which is used for commercial purposes will be allowed to operate or be  
326 anchored or docked in any manner in any canal. Furthermore, all boats operated, anchored or  
327 docked in any manner in the canal must be approved by the Jamaica Beach Improvement



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328 Committee as to appearance, size and loudness of motors in order that no boat of any type  
329 which is unsightly, oversized or has an unusually loud motor will be allowed to be placed in  
330 the canal and therefore detract from the value of the lots abutting these canals.

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

334 **24)** The bulkheading on any beach or any lot shall not be breached for any purpose without  
335 first having obtained the written approval of the Jamaica Beach Improvement Committee and  
336 Jamaica or if any other entity or governmental agency maintains such bulkheading, written  
337 approval of the Committee, shall be sufficient. No docks, piers, boathouses or any structures  
338 shall be constructed into West Bay without written approval of the Committee and  
339 Timewealth, or if any other entity or governmental agency maintains the bulkheading on the  
340 beaches, approval of such entity or governmental agency, together with the written approval  
341 of the Committee shall be sufficient.

342 **25)** No residential dwelling shall be occupied unless the residence is connected to the central  
343 water system in the Subdivision. The drilling of any individual water wells on any lot shall  
344 not be permitted.

345 **26)** Underground electric service may be available to lots in the Subdivision. If such service  
346 is made available to a lot and an Owner of such lot desires to use such service, such Owner  
347 shall, at his own cost, furnish, install, own and maintain (all in accordance with the

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348 requirements of local governing authorities and the National Electric Code) the underground  
349 service cable and appurtenances from the point of the electric company's metering on such  
350 Owner's structure to the point of attachment at the electric company's energized secondary  
351 junction boxes, said point of attachment to be made available by the electric company at a  
352 point designated by the electric company at the property line of each lot. The electric  
353 company furnishing services shall make the necessary electric connections at said point of  
354 attachment and at the meter. In addition, such Owner shall, at his own cost, furnish, install,  
355 own and maintain a meter loop (in accordance with the then current standards and  
356 specifications of the electric company furnishing service) for the location and installation of  
357 the meter of the electric company furnishing service to the residence constructed on such  
358 Owner's lot. For so long as underground service is maintained, the electric service to each  
359 lot shall be uniform and exclusively of the type known as single phase and exclusively of the  
360 type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.

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

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368 **28)** Enforcement of these covenants and restrictions may be by proceedings at law or in  
369 equity against any person or persons violating or attempting to violate any covenant or  
370 restriction either to restrain such violation or proposed violation or to recover damages.  
371 Such enforcement may be by the owner of any lot in the Subdivision.

372 The invalidity, violation, abandonment or waiver of any one or more of or any part of the  
373 Restrictions shall in no wise affect or impair the remaining Restrictions or parts thereof  
374 which shall remain in full force and effect.

375 **Signed Originals on File**

376

377 **Copy of Signature Page Attached**