

Jamaica Corporation
DEED RESTRICTIONS
RIVIERA

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

Filed 8-3-1960
Recorded: Book 1394, P.125-136
Plat Map: Vol.7, P.73

1 **KNOW ALL MEN BY THESE PRESENTS:**

2 That Jack J. Valenti, William W. Sherrill, Jack E. Wilson, Welcome W. Wilson and
3 Devoloptex Inc., owners of that certain property conveyed by deed from R. E. Smith, dated
4 July 18, 1957, and recorded in Book 1219, pages 532 to 537 of the Deed Records of Galveston
5 County, Texas, part of which property has been subdivided under the name of Jamaica Beach
6 Riviera, a section of Jamaica Beach, in accordance with the lines, lots, building lines, streets,
7 and easements shown on the recorded plat of said **Jamaica Beach Riviera**, recorded in Book
8 254-A, Page 85 of the Map Records of Galveston County, Texas, do hereby dedicate, subject
9 to the reservations contained herein, to the purchasers of lots in said **Jamaica Beach Riviera**,
10 and the purchasers of lots in adjoining property which has been or may be developed and sold
11 by **Jamaica Beach** or Devooptex, Inc., the street shown thereon forever. Said street is
12 dedicated as such for the exclusive use and benefit of the purchasers of lots in **Jamaica Beach**
13 **Riviera** and the purchasers of lots in adjoining property which has been or may be developed
14 by Jamaica Beach or Devooptex, Inc. and said street is not hereby dedicated to public use.

15 Easements for utilities are reserved as shown on said plat of **Jamaica Beach Riviera** and on
16 the front ten (10) feet of each lot Block B, **Jamaica Beach Riviera**. These easements are
17 reserved to the undersigned and are not dedicated to public use. The undersigned hereby
18 expressly reserves the exclusive right and easement in the street shown on the recorded Plat of
19 **Jamaica Beach Riviera**, in all utility easements shown on the said plat and the utility easement
20 on the front ten (10) feet of each lot therein, to lay, construct, maintain, and remove utility lines
21 (including, but without limitation water lines, sewer lines, gas lines, electric lines), and further

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22 reserves the exclusive right and easement to grant franchises and easements to utility owners to
23 lay, construct, maintain, and remove utility lines in said streets and utility easements.

24 There is also reserved for utilities an unobstructed aerial easement five (5) feet wide from
25 a plane twenty (20) feet above the ground upward located adjacent to all easements shown on
26 said plat and reserved herein.

27 Further, all of the property subdivided in the above and foregoing map of **Jamaica Beach**
28 **Riviera** shall be restricted in its use, which restrictions shall run with the title to the property
29 and shall be covenants running with the land as follows:

- 30 1) All lots shall be used for single family residence purposes only.
- 31 2) No structure of any type shall be constructed, placed or altered on any lot until plans,
32 specifications and location of the structure have been approved by the **Jamaica Beach**
33 **Improvement Committee** (as herein constituted). The standards for approval for such
34 structures will be in compliance with these restrictions, quality of materials and
35 workmanship, external design in relation to existing structures and the location with
36 respect to topography of the property. Structure as used herein shall be held to include
37 (but without limitation) buildings, fences, walls, swimming pools, playground equipment
38 and outdoor cooking or eating facilities of a permanent nature. No structure of a
39 temporary character, such as house trailers, quonset huts, or tents shall be place on or
40 constructed on any lot.

Jamaica Corporation
DEED RESTRICTIONS
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Plat Map: Vol.7, P.73

- 41 3) The design, materials and workmanship in all buildings shall be in conformity with
42 standards in common use with architects and builders of quality houses. The ground floor
43 area of all residences, exclusive of open porches and garages, shall not be less than 700
44 square feet.
- 45 4) All structures shall be built on pilings or other types of elevated foundations. The
46 foundations shall be at least six (6) feet above the ground level, and all structures shall be
47 designed so that the foundation will be beautiful in a manner to maintain standards set by
48 the Jamaica Beach Improvement Committee.
- 49 5) No driveway or other entrance or drive for motor vehicles, entering or abutting on San
50 Luis Pass Road shall be constructed or maintained on Block B, and no motor vehicles
51 shall be driven onto said lots from San Luis Pass Road.
- 52 6) No building shall be located on any lot nearer than twenty-five (25) feet from the front or
53 the rear line. No building in Block A shall be located nearer than fifteen (15) feet to any
54 side lot line and no building in Block B shall be located nearer than ten (10) feet to any
55 side lot line. All buildings shall face the Gulf of Mexico.
- 56 7) No noxious or offensive activity shall be conducted on any lot nor shall anything be done
57 thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 58 8) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot,
59 except that dogs and cats (not to exceed two of each category) may be kept, provided

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Plat Map: Vol.7, P.73

60 they are not kept, bred, or maintained for any commercial purposes, but only for the use
61 and pleasure of the owners of such lots.

62 **9)** Toilet facilities of all residences shall be installed inside the residence and shall be
63 connected, before use, with a septic tank, provided by the owner of said lot. Such sewage
64 disposal system shall be in accordance with the requirements of the State Department of
65 Health and shall be subject to the inspection and approval of the Health Officer of
66 Galveston County, Texas. The drainage of septic tanks into a road, street, Gulf, Bay, or
67 any public ditch is prohibited.

68 **10)** Drainage structures under private driveways shall have a net drainage opening area of
69 sufficient size to permit the free flow of water without back water.

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

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RIVIERA

STATE OF TEXAS
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80 occupant, as the case may be, agrees by the purchase occupation of any lot in this
81 subdivision to pay such statement immediately upon receipt thereof.

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

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

92 **14)** The digging of dirt or the removal of any dirt from any lot is expressly prohibited except
93 when necessary in conjunction with landscaping of such lot, or in conjunction with
94 construction being done on such lot.

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

97 **16)** Within six months from the date of this deed, each purchaser of a lot shall fence his lot
98 with a cattle proof fence which fence shall be kept and maintained in a good condition at
99 all times.

Jamaica Corporation
DEED RESTRICTIONS
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Plat Map: Vol.7, P.73

100 17) All hunting rights on the property herein conveyed are retained by the undersigned, its
101 successors and assigns, and without the express written permission from the undersigned,
102 its successors and assigns, or its duly authorized agents, purchasers of lots, their heirs
103 (successors) or assigns, shall not have the right to hunt on or from any property in the
104 subdivision, or from any other property of the undersigned.

105 18) If at any time a purchaser of a lot, his heirs (successors) or assigns, should desire to sell
106 the property purchased, or any part thereof, the same shall first be offered to the
107 undersigned, its successors or assigns, who shall have the right to purchase the same at the
108 price the purchaser, his heirs (successors) or assigns, can sell such property for; and if the
109 undersigned, its successors or assigns, fail or refuse to exercise said option within ninety
110 (90) days thereafter, said option shall become null and void; provided however, that it is
111 understood and agreed that said ninety (90) days' option shall extend from and after the
112 date the undersigned, its successors or assigns, are notified by the purchaser, his heirs
113 (successors) or assigns, of the price for which said property can be sold.

114 19) The area lying between the south line and southerly extensions of the east and west lines
115 of Block A to the mean high tide of the Gulf of Mexico, being all of the land designated as
116 Reserved "H" on the plat of Jamaica Beach, **Section One**, recorded in Map Record Book
117 254-A, Page 80 of the Map Records of Galveston County, Texas, except that platted in
118 this subdivision, hereby is designated as the "Recreational Area." Such Recreational Area
119 shall be used by the owners of lots in Jamaica **Beach Riviera** in common with the owners
120 of lots in such other sections of Jamaica Beach as have been or may be developed

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DEED RESTRICTIONS
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121 hereafter, but the fee simple title to such Recreational Area is reserved to Developtex, Inc.,
122 its successors or assigns, and shall not be conveyed as an appurtenance to the title of lots
123 in Block A when such lots are conveyed by the undersigned. Use of such Recreational
124 Area as a community and recreational area shall be for the benefit of all such lot owners
125 and for the benefit of the subdivision, and such use shall include (but without limitation)
126 swimming, boating, outdoor sports, and other recreational activities. Only the owners or
127 occupants of lots in Jamaica Beach Riviera and in such other sections of Jamaica Beach as
128 have been or may be developed hereafter shall be permitted to use such area, and the
129 general public is specifically excluded therefrom. The reserved area seven feet in width
130 along the east line of Lot 1, Block A hereof, is dedicated as easement of passage for
131 pedestrians for the exclusive use of owners of lots in Jamaica Beach Riviera (and not to
132 the public), but the fee simple title to such walkway is retained by Developtex Inc. and
133 shall not pass as an appurtenance to a conveyance of said Lot 1, Block A.

134 **20)** The term “Jamaica Beach Improvement Committee” as used herein shall mean the
135 Jamaica Beach Improvement Committee as constituted and empowered in the restrictions
136 and covenants on Jamaica Beach, Section 1, recorded in Deed Records Book No. 1210,
137 pages 423-432 of Galveston County, Texas, and such Jamaica Beach Improvement
138 Committee shall have and exercise the same duties, powers and functions in the
139 enforcement of the provisions herein as granted to and required of it in the covenants and
140 restrictions governing Jamaica Beach, Section 1.

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141 21) Each lot in **Jamaica Beach Riviera**, conveyed by the undersigned, its successors or assigns,
142 is hereby; subjected to an annual maintenance charge of **twenty (\$20.00) dollars** for the
143 purpose of creating a fund to be known as "Maintenance Fund", to be paid by the owner
144 or occupant of the lot, the same to be secured by a vendor's lien upon said lot, and payable
145 annually on the first day of January of each year in advance beginning January 1,1961, to
146 **Jamaica Beach Improvement Committee**, and said charge and lien are hereby assigned
147 to said Committee.

148 Funds arising from said charge shall be applied, so far as sufficient, toward the
149 payment of maintenance expenses incurred for any or all of the following purposes:
150 lighting, improving and maintaining the streets, sidewalks, paths, parks, parkways, area
151 between curb and sidewalk, collecting and disposing of garbage, ashes, rubbish and the
152 like, employing policemen and watchmen; providing fire protection; caring for vacant lots,
153 and doing any other thing necessary or desirable in the opinion of said committee to keep
154 the property neat and in good order, or which it considers of general benefit to the owners
155 or occupants of the addition, it being understood that the judgment of said committee in
156 the expenditure of said fund shall be final so long as such judgement is exercised in good
157 faith.

158 Such maintenance charge shall extend for a period of twenty-five (25) years from
159 January 1, 1961, and shall be automatically extended for successive periods of ten (10)
160 years unless the then owners of a majority of the lots in the entire addition vote to
161 discontinue such charge, such action to be evidenced by written instrument signed and

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DEED RESTRICTIONS
RIVIERA

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

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Plat Map: Vol.7, P.73

162 acknowledged by the owners of a majority of the lots and recorded in the Deed Records of
163 Galveston County, Texas. By acceptance of his deed each purchaser agrees and consents
164 to and joins in such maintenance charge.

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

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

176

177

SIGNED ORIGINALS ON FILE

178

COPY OF SIGNATURE PAGE IS ATTACHED

179

Attach Copy Of Section 1 Deed Restrictions which Covers JBIC Functions