

Jamaica Corporation
DEED RESTRICTIONS

SECTION 2

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

Filed 12-8-1959
Recorded, book 1346, Pg. 521-530
Plat Map- Vol. 4, pg. 64

1 KNOW ALL MEN BY THESE PRESENTS:

2 That we, Earl Galceran, Jack J. Valenti, William W. Sherrill, Jack E. Wilson and
3 Welcome W. Wilson, owners of that certain property conveyed by deed from R. E. Smith,
4 dated July 19, 1957, and recorded in Book 1219, pages 532 through 537 of the Deed Records
5 of Galveston County, Texas, part of which property has been subdivided under the name of
6 Jamaica Beach, **Section 2**, in accordance with the lines, lots, buildings lines, streets and
7 easements shown on the recorded plat of said Jamaica Beach, **Section 2**, recorded in Book
8 254-A, Page 33, 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, **Section**
10 **2**, and the purchasers of lots in adjoining property which has been or may be developed and
11 sold by Jamaica Corporation, all of the streets and canals shown thereon forever. Said streets
12 and canals are dedicated as such for the exclusive use and benefit of the purchasers of lots in
13 Jamaica Beach, **Section 2** and adjoining property which has been or may be developed by
14 Jamaica Corporation, but said streets and canals are not hereby dedicated to public use.

15 Easements for utilities are reserved on the front ten (10) feet of each lot sub-divided in the
16 Plat of Jamaica Beach, **Section 2**, and on the front twenty-five feet of each lot subdivided in
17 the plat of Jamaica Beach, **Section 2**. These easements are reserved to the undersigned and
18 are not dedicated to public use.

19 The undersigned hereby expressly reserve the exclusive right and easement in the streets
20 shown on the recorded plat of Jamaica Beach, **Section 2**, in all utility easements shown on
21 said plat and the utility easement on the front twenty-five feet of each lot therein, to lay,

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22 construct, maintain, and remove utility lines (including but without limitation water lines,
23 sewer lines, gas lines and electric lines), and further reserve the exclusive right and easement
24 to grant franchises and easements to utility owners to lay, construct, maintain, and remove
25 utility lines in said streets and utility easements.

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

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 shown on
31 said Plat and reserved herein.

32 Further, all of the property subdivided in the above and foregoing recorded map of
33 Jamaica Beach, **Section 2**, shall be restricted in its use, which restrictions shall run with the
34 title to the property and shall be 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 plans,
37 specifications and location of the structure have been approved by the **Jamaica Beach**
38 **Improvement Committee** as herein defined. The standards for approval for such
39 structures will be in compliance with these restrictions, quality of materials and
40 workmanship, the external design in relation to existing structures and the location with
41 respect to topography of the property. Structure as used herein shall be held to include

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42 buildings, fences, house trailers, walls, swimming pools, playground equipment and
43 outdoor cooking or eating facilities of a permanent nature.

44 3) The ground floor area of all residences, exclusive of open porches and garages, shall be
45 not less than 600 square feet.

46 4) All elevated structures built on pilings or other types of elevated foundations 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 building shall be located on any lot nearer than twenty-five (25) feet to the front lot
50 lines. No building shall be located nearer than ten (10) feet to any side lot lines. Corner
51 residential lots shall be deemed to front on the street side having the least frontage. All
52 buildings shall face on the street side running east and west, except those lots as outlined
53 in paragraph 15. (page 5)

54 6) No noxious or offensive activity shall be carried on upon any lot nor shall anything be
55 done thereon which may be or may become an annoyance or a nuisance to the
56 neighborhood.

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

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- 61 8) Toilet facilities of all residences shall be installed inside the residence and shall be
62 connected, before use, with a septic tank, provided by the owner of said lot. Such sewage
63 disposal system shall be in accordance with the requirements of the State Department of
64 Health and shall be subject to the inspection and approval of the Health Officer of
65 Galveston County, Texas. The drainage of septic tanks into a road, street, canal, Gulf,
66 Bay, or any public ditch is prohibited.
- 67 9) Drainage structures under private driveways shall have a net drainage opening area of
68 sufficient size to permit the free flow of water without back water, and shall be a
69 minimum of 1 3/4 square feet (12-inch diameter pipe culvert).
- 70 10) 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, Seller may, without liability to the owner or
76 occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds
77 and grass, and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to
78 place said lot in a neat attractive healthful and sanitary condition and may bill for the cost
79 of such work. The owner or occupant, as the case may be, agrees by the purchase or
80 occupation of any lot in this subdivision to pay such statement immediately upon receipt
81 thereof.

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82 11) No sign, advertisement, billboard, or advertising structure of any kind may be erected
83 or 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
85 the right to remove any such sign, advertisement, or billboard or structure which is placed
86 on 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 sort in connection therewith, or
88 arising from such removal.

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

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

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

98 15) All residential structures on all lots which front to the south shall face the Gulf of Mexico.
99 Residential structures on lots which front to the north may face the Gulf of Mexico or the
100 front of the lot, but in either event no structure shall be located on any such lot nearer than
101 twenty-five feet to the front lot line.

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102 **16)** All hunting rights on the property constituting herein conveyed are retained by the
103 undersigned, their heirs and assigns, and without the express written permission from the
104 undersigned, their heirs and assigns, or their duly authorized agents, purchasers of lots,
105 their heirs (successors) or assigns, shall not have the right to hunt on or from any property
106 in the subdivision, or from any other property of the undersigned , or from any of the
107 islands now owned by undersigned or which may hereafter be constructed for or by the
108 undersigned , their heirs or assigns and which islands are, or may be located in Galveston
109 Bay, within an area which would be contained by a projection to the north of the
110 undersigneds' east and west property lines.

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

120 **18)** The two reserved areas abutting on the Gulf of Mexico in Jamaica Beach, Section 1
121 (Reserved "T" and "J") shall be used by the owners of lots in Jamaica Beach, Section 2 in
122 common with the owners of lots in such other sections of Jamaica Beach as have been or

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123 may be developed hereafter. These areas shall be used as a community and recreational
124 area for the benefit of all of such lot owners and for the benefit of the subdivision,
125 including (but without limitation) swimming, boating, outdoor sports, and other
126 recreational activities. Only the owners or occupants of lots in Jamaica Beach (as now or
127 hereafter developed) together with their guests when accompanied by the owner or
128 occupant, shall be permitted to use such areas and the general public is specifically
129 excluded therefrom.

130 **19)** The term “Jamaica Beach Improvement Committee” as used herein shall mean the
131 Jamaica Beach Improvement Committee as constituted and empowered in the restrictions
132 and covenants on Jamaica Beach, **Section 1**, recorded in Deed of Records Books, 1210,
133 Page 423-432 of Galveston County, Texas and such Jamaica Beach Improvement
134 Committee shall have and exercise the same duties, powers and functions in the
135 enforcement of the provisions herein as granted to and required of it covenants and
136 restrictions governing Jamaica Beach, **Section 1**.

137 Each lot in, Jamaica Beach, **Section 2** conveyed by the undersigneds, their heirs or
138 assigns, is hereby; subjected to an annual maintenance charge of **ten (\$10.)** dollars per
139 year for the purpose of creating a fund to be known as maintenance fund, to be paid by the
140 owner of the lot, the same to be secured by a vendor’s lien upon said lot, and payable
141 annually on the first day of January of each year in advance beginning January 1, 1960, to
142 **Jamaica Beach Improvement Committee**, at its office in Houston, Texas, and said
143 charge and lien are hereby assigned to said Committee..

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

153 Such maintenance charge shall extend for a period of twenty-five (25) years from
154 January 1, 1960, and shall be extended automatically for successive periods of ten (10)
155 years unless the then owners of a majority of the lots in the entire addition vote to
156 discontinue such charge, such action to be evidenced by written instrument signed and
157 acknowledged by the owners of a majority of the lots and recorded in the Deed Records of
158 Galveston County, Texas. By acceptance of his deed each purchaser agrees and consents
159 to and joins in such maintenance charge.

160 **20)** These covenants and restrictions shall run with the land, and shall be binding on all
161 parties and all persons claiming under them for a period of twenty-five (25) years from
162 the date these covenants are recorded with the County Clerk of Galveston County, Texas,
163 after which time such covenants shall be extended automatically for successive periods of
164 ten (10) years, unless an instrument signed by the majority of the then owners of the lots

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165 has been recorded, agreeing to charge such covenants in whole or in part or to revoke
166 them.

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

171 **22)** The provisions of this instrument shall supersede the note on the plat of Jamaica Beach,

172 **Section 2.**

173 *Copy of Signature Page attached*

174 Original on File

175

176 **Must Attach Copy Of Section 1 Deed Restrictions Addressing JBIC Functions**

177