

Jamaica Corporation  
**DEED RESTRICTIONS**

**SECTION 11**

STATE OF TEXAS  
COUNTY OF GALVESTON  
Office of County Clerk

Filed 3-3-1964  
Recorded: Book 1620, P. 642-650  
Plat Map: Vol.7, P. 80

1 KNOW ALL MEN BY THESE PRESENTS:

2 That JAMAICA CORPORATION, a Texas corporation, Owner of that certain properties  
3 conveyed by deed from R. E. Smith, dated September 12, 1963, and recorded n Volume 1589,  
4 Page Page118, of the Deed Records of Galveston County, Texas, part of which properties have  
5 been subdivided under the name of **Section 11**, Jamaica Beach, in accordance with the lines, lots,  
6 building lines, street and easements shown on the recorded plat of said **Section 11**, Jamaica  
7 Beach, recorded in Book 254-A, Page 89 of the Map Records of Galveston County, Texas, do  
8 hereby dedicate, subject to the reservations contained herein, to the purchasers of lots in said  
9 **Section 11**, of Jamaica Beach, and the purchasers of lots in adjoining property which has been or  
10 may be developed and sold by Jamaica Corporation, all of the streets and canals shown thereon  
11 forever. Said streets and canals are dedicated as such for the exclusive use and benefit of the  
12 purchasers of said lots in said **Section 11**, of Jamaica Beach, and the purchasers of lots in  
13 adjoining property which has been or may be developed by Jamaica Corporation, but said streets  
14 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 Plat  
16 of **Section 11**, Jamaica Beach. These easements are reserved to Jamaica Corporation, its  
17 successors and assigns, and are not dedicated to public use.

18 Jamaica Corporation, for itself and its successors and assigns, hereby expressly reserves the  
19 exclusive right and easement in the streets shown on the recorded Plat of said **Section 11** of  
20 Jamaica Beach, and in the utility easements on the front ten (10) feet of each lot therein, to lay,

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

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

27 Further, all of the property subdivided in the above and foregoing recorded map shall be  
28 restricted in its use, which restrictions shall run with the title to the property and shall be  
29 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 defined. The standards for approval for such  
34 structures will be in compliance with these restrictions, quality of materials and  
35 workmanship, the 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 buildings, fences, house trailers, walls, swimming pools, playground equipment and  
38 outdoor cooking or eating facilities of a permanent nature.
- 39 3) The ground floor area of all residences, exclusive of open porches and garages, shall not  
40 be less than 600 square feet.

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- 41           4) All elevated structures built on pilings or other types of elevated foundations shall be  
42           designed so that the foundation will be beautiful in a manner to maintain standards set by  
43           the **Jamaica Beach Improvement Committee**.
- 44           5) No building shall be located on any corner lot siding Bob Smith Drive nearer than twenty-  
45           five (25) feet to Bob Smith Drive.
- 46           6) No building shall be located on any lot nearer than twenty-five (25) feet to the front lot  
47           lines. No building will be located nearer than ten (10) feet to any side lot lines. Corner  
48           lots shall be deemed to front on the street side having the least frontage.
- 49           7) No noxious or offensive activity shall be carried on upon any lot nor shall anything be  
50           done thereon which may be or may become an annoyance or a nuisance to the  
51           neighborhood.
- 52           8) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot,  
53           except that dogs and cats (not to exceed two of each category) may be kept, provided  
54           they are not kept, bred, or maintained for any commercial purposes, but only for the use  
55           and pleasure of the owners of such lots.
- 56           9) Toilet facilities of all residences shall be installed inside the residence and shall be  
57           connected, before use, with a septic tank, provided by the owner of said lot. Such sewage  
58           disposal system shall be in accordance with the requirements of the State Department of  
59           Health and shall be subject to the inspection and approval of the Health Officer of  
60           Galveston County, Texas. The drainage of septic tanks into a road, street, canal, Gulf,

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61 Bay, or any public ditch is prohibited. The over-night occupancy of houses will not be  
62 permitted until toilet facilities have been completed.

63 **10)** Drainage structures under private driveways shall have a net drainage opening area of  
64 sufficient size to permit the free flow of water without back water, and shall be a  
65 minimum of 1<sup>3</sup>/<sub>4</sub> square feet (12-inch diameter pipe culvert).

66 **11)** The owners or occupants of all lots in this subdivision shall at all times keep weeds and  
67 grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use  
68 any lot for storage of material and equipment except for normal residential requirements,  
69 or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event  
70 of default on the part of the owner or occupant of any lot in this subdivision in observing  
71 the requirements, or any of them, Jamaica Corporation and any of its employees, agents,  
72 or representatives, may, without liability to the owner or occupant, in trespass or  
73 otherwise, enter upon said lot, cut or cause to be cut, such weeds and grass, and remove or  
74 cause to be removed, such garbage, trash, rubbish, etc., so as to place said lot in a neat  
75 attractive healthful and sanitary condition, may bill for the cost of such work either the  
76 owner or occupant of such lot. The owner or occupant, as the case may be, agrees by the  
77 purchase or occupation of any lot in this subdivision to pay such statement immediately  
78 upon receipt thereof.

79 **12)** No sign, advertisement, billboard, or advertising structure of any kind may be erected or

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80 maintained on any residential lot without the consent in writing of the Jamaica Beach  
81 Improvement Committee. Jamaica Corporation or members of the Committee shall have  
82 the right to remove any such sign, advertisement, or billboard or structure which is placed  
83 on any residential lot without such consent, and in so doing, shall not be liable, and is  
84 expressly relieved from any liability for trespass or other sort in connection therewith, or  
85 arising from such removal.

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

89 **14)** The digging of dirt or the removal of any dirt from any lot is expressly prohibited except  
90 when necessary in conjunction with landscaping of such lot, or in conjunction with  
91 construction being done on such lot, but not fill material which will change the grade of a  
92 lot shall be placed thereon without the approval in writing of the Jamaica Beach  
93 Improvement Committee.

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

96 **16)** All hunting rights on the property constituting **Section 11**, Jamaica Beach, are retained by  
97 Jamaica Corporation, its successors and assigns, and without the express written  
98 permission from Jamaica Corporation, its successors or assigns, or its duly authorized  
99 agents, purchasers of lots, their heirs, successors or assigns, shall not have the right to hunt

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100 on or from any property in the subdivision, or from any other property of Jamaica  
101 Corporation, or from any of the islands now owned by Jamaica Corporation, its successors  
102 or assigns, and which islands are, or may be located in West Bay, within an area which  
103 would be contained by a projection to the north of the east and west property lines of the  
104 property conveyed to Jamaica Corporation by R. E. Smith as set forth above.

105 **17)** 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 Jamaica  
107 Corporation, its successors or assigns, which shall have the right to purchase the same at  
108 the price the purchaser, his heirs (successors) or assigns, can sell such property for; and if  
109 Jamaica Corporation, its successors or assigns, fail or refuse to exercise said option  
110 within ninety (90) days thereafter, said option shall become null and void as to such  
111 particular sale set forth in such notice; provided, however, that it is understood and agreed  
112 that said ninety (90) days' option shall extend from and after the date Jamaica  
113 Corporation, its successors or assigns, are notified by the purchaser, his heirs (successors)  
114 or assigns, of the price for which said property can be sold.

115 **18) The Jamaica Beach Improvement Committee** shall be composed initially of Eugene  
116 Maier, John Paxton and Susie Schuler. After an aggregate of seventy-five (75) per cent  
117 of the lots platted and to be platted out of the land conveyed by R E. Smith in his deeds  
118 Jamaica Corporation dated September 12, 1963 recorded in Volume 1589, Page 118,  
119 respectively, of the Deed Records of Galveston County, Texas, which land is herein  
120 referred to as "Jamaica Beach", have been conveyed by deed from Jamaica Corporation,

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121 the then owners may appoint a committee composed of three (3) to five (5) members  
122 owning lots in Jamaica Beach to replace the membership of the initial committee, or the  
123 members or remaining member or members of the initial Committee may, in its discretion,  
124 before said seventy-five (75) per cent of the lots have been so conveyed by deed, fill  
125 vacancies on the Committee, which Committee shall never have less than three (3) nor  
126 more than five (5) members. Each owner shall be entitled to one vote for each lot to  
127 which he then holds record title.

128 **19)** After said aggregate of seventy-five (75) percent of the lots of Jamaica Corporation have  
129 been so conveyed by deed, then, either on motion of the **Jamaica Beach Improvement**  
130 **Committee**, or in the event ten (10) or more lot owners so request, The **Jamaica Beach**  
131 **Improvement Committee** may arrange for the initial election of the members of the  
132 Committee to replace those named herein. At any time after one year from the next  
133 preceding election, the Committee may arrange for any election for the removal or  
134 replacement of **Committee** members, either in its own discretion, or when so requested in  
135 writing by ten (10) or more lot owners. The initial election or any subsequent election  
136 shall be governed by the following rules:

137 Written notice of such election, given by actual notice or by addressing such notice by  
138 mail to the last known address of each addressee at least two weeks prior to such election,  
139 shall be given to each of the then lot owners in Jamaica Beach. Certification as to the  
140 mailing of such notices shall be deemed to be sufficient under these rules. Votes shall be  
141 evidenced by written ballot and the ballot shall be retained for at least one year after such

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142 election. Election shall be by the majority vote of these owners then voting in such  
143 election. Vacancies occurring between elections may be filled by the remaining member  
144 or members of the Committee.

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

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

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

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

154 d) Approve or reject plans and specifications for improvements to be erected in Jamaica  
155 Beach. All plans and specifications for improvements must be submitted to the  
156 Committee for approval prior to the commencement of construction of any such  
157 improvement. If the committee fails to act within thirty (30) days after submission to  
158 it of plans and specifications, construction in accordance with these restrictions may  
159 begin.

160 **21) Each lot in said Section 11, Jamaica Beach, conveyed by Jamaica Corporation, its**  
161 successors or assigns, is hereby; subjected to an annual maintenance charge of **twenty-five**

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162 (25) dollars per year for the purpose of creating a fund to be known as maintenance fund,  
163 to be paid by the owner of the lot, the same to be secured by a vendor's lien upon said lot,  
164 and payable annually on the first day of January of each year in advance beginning  
165 January 1, 1964, to **Jamaica Beach Improvement Committee**, at its office in Houston,  
166 Texas, and said charge and lien are hereby assigned to said Committee. The maintenance  
167 charge for a lot purchased during a calendar year shall be prorated in the proportion that  
168 the remaining months in the year bear to the whole year.

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

178 Such maintenance charge shall extend for a period of twenty-five (25) years from  
179 January 1, 1964, and shall be extended automatically for successive periods of ten (10)  
180 years unless the then owners of a majority of the lots in the entire addition vote to  
181 discontinue such charge, such action to be evidenced by written instrument signed and  
182 acknowledged by the owners of a majority of the lots and recorded in the Deed Records of

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183 Galveston County, Texas. By acceptance of his deed each purchaser agrees and consents  
184 to and joins in such maintenance charge.

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

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

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

202 ***COPY OF SIGNATURE PAGE ATTACHED***

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*ORIGINALS ON FILE*