

Jamaica Corporation  
**DEED RESTRICTIONS**

**SECTION 12**

STATE OF TEXAS  
COUNTY OF GALVESTON  
Office of County Clerk

Filed 5-22-1964  
Recorded: Book 1634 P. 123-132  
Plat Map: Vol. 7, P. 84

1 KNOW ALL MEN BY THESE PRESENTS:

2 That JAMAICA CORPORATION, a Texas corporation, Owner of those certain properties  
3 conveyed by deed from R. E. Smith, September 12, 1963, and recorded in Volume 1589, Page118,  
4 respectively, of the Deed Records of Galveston County, Texas, part of which properties have been  
5 subdivided under the name of **Section 12** Jamaica Beach, in accordance with the lines, lots,  
6 building lines, street and easements shown on the recorded plat of said **Section 12**, Jamaica Beach,  
7 recorded in Book 1616, Page 7 of the Map Records of Galveston County, Texas, do hereby  
8 dedicate, subject to the reservations contained herein, to the purchasers of lots in said **Section 12**,  
9 of Jamaica Beach, and the purchasers of lots in adjoining property which has been or may be  
10 developed and sold by Jamaica Corporation, all of the streets and canals shown thereon forever.  
11 Said streets and canals are dedicated as such for the exclusive use and benefit of the purchasers of  
12 lots in said **Section 12** of Jamaica Beach, and the purchasers of lots in adjoining property which  
13 has been or may be developed by Jamaica Corporation, but said streets and canals are not hereby  
14 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 12**, 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 12** 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.

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- 39           3) The ground floor area of all residences, exclusive of open porches and garages, shall not  
40           be less than 600 square feet.
- 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 lot nearer than twenty-five (25) to the front lot lines.  
45           No building shall be located on any lot nearer than ten (10) feet to any side lot lines. Corner  
46           lots shall be deemed to front on the street side having the least frontage.
- 47           6) No noxious or offensive activity shall be carried on upon any lot nor shall anything be  
48           done thereon which may be or may become an annoyance or a nuisance to the  
49           neighborhood.
- 50           7) No animals, livestock or poultry of any kind shall be raised, bred, or maintained for any  
51           commercial purposes, but only for the use and pleasure of the owners of such lots
- 52           8) Toilet facilities of all residences shall be installed inside the residence and shall be  
53           connected, before use, with a septic tank, provided by the owner of said lot. Such sewage  
54           disposal system shall be in accordance with the requirements of the State Department of  
55           Health and shall be subject to the inspection and approval of the Health Officer of  
56           Galveston County, Texas. The drainage of septic tanks into a road, street, canal, Gulf,

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

59 9) Drainage structures under private driveways shall have a net drainage opening area of  
60 sufficient size to permit the free flow of water without back water, and shall be a minimum  
61 of 1 $\frac{3}{4}$ square feet (12 inch diameter pipe culvert.

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

75 11) No sign, advertisement, billboard, or advertising structure of any kind may be erected or  
76 maintained on any residential lot without the consent in writing of the **Jamaica Beach**

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

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

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

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

92           **15)** All hunting rights on the property constituting **Section 12**, Jamaica Beach, are retained by  
93           Jamaica Corporation, its successors and assigns, and without the express written permission  
94           from Jamaica Corporation, its successors and assigns, or its duly authorized agents,  
95           purchasers of lots, their heirs, successors and assigns, shall not have the right to hunt on or

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

102 **16)** If at any time a purchaser of a lot, his heirs (successors) or assigns, should desire to sell  
103 the property purchased, or any part thereof, the same shall first be offered to Jamaica  
104 Corporation, its successors or assigns, which shall have the right to purchase the same at  
105 the price the purchaser, his heirs (successors) or assigns, can sell such property for; and if  
106 Jamaica Corporation, its successors or assigns, fail or refuse to exercise said option within  
107 ninety (90) days thereafter, said option shall become null and void as to such particular sale  
108 set forth in such notice; provided, however, that it is understood and that said ninety (90)  
109 days' option shall extend from and after the date Jamaica Corporation its successors or  
110 assigns, are notified by the purchaser, his heirs (successors) or assigns, of the price for  
111 which said property can be sold.

112 **17)** The Jamaica Beach Improvement Committee shall be composed initially of Eugene Maier,  
113 John Paxton and Susie Schuler. After an aggregate of seventy-five (75) per cent of the lots  
114 platted and to be platted out of the land conveyed by R. E. Smith in his deeds to Jamaica  
115 Corporation dated September 12, 1963, recorded in Volume 1589, Page 118, of the Deed

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116 Records of Galveston County, Texas, which land is herein referred to as "Jamaica Beach",  
117 have been conveyed by deed from Jamaica Corporation, the then owners may appoint a  
118 committee composed of three (3) to five (5) members owning lots in Jamaica Beach to  
119 replace the membership of the initial Committee, or the members or remaining member or  
120 members of the initial Committee may, in its discretion, before said seventy-five (75) per  
121 cent of the have been so conveyed by deed, fill vacancies on the Committee, which  
122 Committee shall never have less than three (3) nor more than five (5) members. Each  
123 owner shall be entitled to one vote for each lot to which he then holds record title.

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

133 Written notice of such election, given by actual notice or by addressing such notice by  
134 mail to the last known address of each addressee at least two weeks prior to such election,  
135 shall be given to each of the then lot owners in Jamaica Beach. Certification as to the

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136 mailing of such notices shall be deemed to be sufficient under these rules. Votes shall be  
137 evidenced by written ballot and the ballot shall be retained for at least one year after such  
138 election. Vacancies occurring between elections may be filled by the remaining member or  
139 members of the Committee. Election shall be by the majority vote of these owners then  
140 voting in such election.

141 **19)The Jamaica Beach Improvement Committee** shall have the following powers and  
142 functions:

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

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

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

150 d) Approve or reject plans and specifications for improvements to be erected in Jamaica  
151 Beach. All plans and specifications for improvements must be submitted to the  
152 Committee for approval prior to the commencement of construction of any such  
153 Improvement. If the committee fails to act within thirty (30) days after submission to

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154                   it of plans and specifications, construction in accordance with these restrictions may  
155                   begin.

156                   20) Each lot in said **Section 12**, Jamaica Beach, conveyed by Jamaica Corporation, its  
157                   successors or assigns, is hereby; subjected to an annual maintenance charge of **thirty-**  
158                   **five (35) dollars** per year for the purpose of creating a fund to be known as maintenance  
159                   fund, to be paid by the owner of the lot, the same to be secured by a vendor's lien upon  
160                   said lot, and payable annually on the first day of January of each year in advance  
161                   beginning January 1, 1964, to **Jamaica Beach Improvement Committee**, at its office  
162                   in Houston, Texas, and said charge and lien are hereby assigned to said Committee.  
163                   The maintenance charge for a lot purchased during a calendar year shall be prorated in  
164                   the proportion that the remaining months in the year bear to the whole year.

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

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174                   Such maintenance charge shall extend for a period of twenty-five (25) years from  
175                   January 1, 1964, and shall be extended automatically for successive periods of ten (10)  
176                   years unless the then owners of a majority of the lots in the entire addition vote to  
177                   discontinue such charge, such action to be evidenced by written instrument signed and  
178                   acknowledged by the owners of a majority of the lots and recorded in the Deed Records  
179                   of Galveston County, Texas. By acceptance of his deed each purchaser agrees and  
180                   consents to and joins in such maintenance charge.

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

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

192                   **23)** No boat which is used for commercial purposes will be allowed to operate or be  
193                   anchored or docked in any manner in any canal. Furthermore, all boats operated,

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194 anchored or docked in any manner in the canal must be approved by the **Jamaica**  
195 **Beach Improvement Committee** as to appearance, size and loudness of motors in  
196 order that no boat of any type which is unsightly, oversized or has an unusually loud  
197 motor will be allowed to be placed in the canal and therefore detract from the value of  
198 the lots abutting these canals.

199 **24)** No pier, wharf or other structure shall be erected in any canal except upon the express  
200 approval in writing of the **Jamaica Beach Improvement Committee**. The use of  
201 automotive tires or other unsightly materials for hold-off fenders or pier constructions is  
202 prohibited.

203 *COPY OF SIGNATURE PAGE ATTACHED*

204 *ORIGINALS ON FILE*