

A Jamaica Corporation
DEED RESTRICTIONS

Section 30

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Office of County Clerk

Filed 3-19-1968
Recorded: Book 1938, P.281-296
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1 Whereas, Jamaica Resort Corporation (hereinafter called "Jamaica"), a Texas Corporation
2 is the owner of all of those certain 9.64-acre tract of land out of Division 1 and 2, Section No.
3 9, of the Hall and Jones Survey, Galveston Island, in Galveston County, Texas, a subdivision
4 designated as Jamaica Beach, **Section 30**, according to the map or plat thereof being filed with
5 the County Clerk of Galveston County, Texas; and,

6 Whereas, Jamaica desires the development of the property to be for the mutual benefit and
7 pleasure of the present and future property owners in such subdivision and to protect the
8 property values therein by imposing upon and against all of the lots therein, the reservations,
9 restrictions and other provisions hereinafter set forth:

10 Now, Therefore, Know All Men By These Presents, that Jamaica Resort Corporation does
11 hereby make, adopt, and establish the reservations, restrictions and other provisions (including
12 without limitation, reservation, restrictions, declarations, easements, limitations, charges,
13 liens, agreements, covenants, conditions, preferential purchase rights and stipulations)
14 hereinafter set forth as applicable to said lots in Jamaica Beach, **Section 30**, a subdivision on
15 Galveston Island, Galveston County, Texas, according to the map or plat to be filed in the
16 office of the County Clerk of Galveston County, Texas (hereinafter called the "subdivision").
17 Said map or plat has been duly authenticated with proper certificates and dedicates the streets
18 shown thereon to the public for ordinary roadway purposes, subject to the reservations,
19 restrictions and other provisions herein contained to the same extent as though copied at
20 length in said dedication certificate and said map or plat is subject only to such minor changes
21 as, in the judgment of Jamaica, are necessitated by the efficient installation of improvements.

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22 **RESERVATIONS:**

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

34 **1)** The legal and fee simple title in and to each and all of said streets (including all esplanade
35 or islands within such streets) as shown on said map or plat is hereby reserved in Jamaica
36 subject to the dedication of the use of such streets to the public for ordinary roadway
37 purposes.

38 **2)** Jamaica reserves for itself, its successors and assigns, title in and to all water, sanitary
39 sewer, storm sewer, drainage and gas pipes, mains, conductors, and all appurtenances
40 thereto heretofore or hereafter constructed by Jamaica or its agents in all of said streets in
41 the Subdivision, together with a perpetual easement to operate, maintain, inspect, repair,

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42 reconstruct, change the size of and remove such pipes, mains, conductors, lines, wires,
43 cables, conduits and appurtenances thereto, as it or they may from time to time desire.

44 3) Jamaica reserves for itself, its successors and assigns, a perpetual nonexclusive easement
45 to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size
46 of and remove such water, sanitary sewer, storm sewer, drainage systems and pertinent to
47 the operation of gas distribution systems and such electric distribution, communication
48 and television lines, wires, cables, conduits, and appurtenances shall be buried to such
49 reasonable depth as will not interfere with the use of the streets for ordinary roadway
50 purposes.

51 4) Jamaica reserves for itself, its successors and assigns, perpetual utility easements or rights-
52 of-way in, upon, along, under, over, across and through the front ten (10) feet of each lot
53 or parcel of land in the Subdivision to lay, construct, operate, maintain, inspect,
54 reconstruct multiply, change the size of and remove such utility lines and facilities
55 (including without limitation of the generality thereof, water, sanitary sewer, storm sewer,
56 drainage and gas pipes, mains, conductors and all appurtenances thereto and electric
57 distribution, communication and television lines, wires, cables, conduits, poles, towers,
58 props, guys, connections and all appurtenances thereto), as it or they may from time to
59 time desire. The term "front ten (10) feet of each lot or parcel of land in the Subdivision",
60 as used in this paragraph is a strip of land ten (10) feet in breadth along each side of each
61 lot or parcel of land adjoining a street. Jamaica further reserves for itself, its successors
62 and assigns, such other utility easements in, upon, along, under, over, across and through

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63 each lot or parcel of land as are shown on the said map or plat of the Subdivision as
64 perpetual utility easements or right of way for the same purposes previously described.
65 All utility easements hereby reserved are easements ten (10) feet in breadth at and below
66 normal ground level and extending upward to a plane twenty (20) feet above the ground,
67 and from said plane and upward, the utility easements are unobstructed aerial easements
68 twenty (20) feet in breadth, extending five (5) feet in breadth adjacent to and on both sides
69 of the utility easements on each lot or parcel of land. All utility easements include the
70 rights of ingress and egress thereto for the exercise thereof and include the right to remove
71 from the utility easements all bushes, trees and parts thereof or obstructions whatsoever
72 which in the opinion of Jamaica or its successors or assigns, endanger or may interfere
73 with the efficiency, safety of proper maintenance of the utility lines and facilities. Neither
74 Jamaica, any utility company, nor any other successor or assign, using the utility
75 easements shall be liable for any damage done by them or their assigns, agents, employees
76 or servants to shrubbery, trees or flowers or other property situated in the part of a lot or
77 parcel of land covered by such utility easements. All utility easements hereby reserved
78 shall be divisible among two or more owners. Jamaica further reserves the exclusive right
79 to grant franchises and easements to utility companies to lay, construct, operate, maintain,
80 inspect, reconstruct, change the size of, multiply and remove such utility easements. Such
81 utility easements are not dedicated to the public in any manner. In addition to the
82 foregoing utility lines and such utility easements granted, a further utility easement is
83 hereby reserved, if and when Jamaica shall provide underground utilities of any nature to

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84 the Subdivision, a two (2) foot wide easement centered along and beside the underground
85 utility service line installed from the aforementioned easement adjacent to each lot to the
86 point of service on the residential structure.

87 5) Jamaica reserves for itself, its successors and assigns, a perpetual nonexclusive easement
88 in, upon, along, under, over, across and through each lot or parcel of land in the
89 Subdivision which is adjacent to the beach and West Bay, an arm of the Gulf (in common
90 with the owner any such lot or parcel of land), to the extent necessary to construct,
91 operate, maintain, inspect, repair, change the size of and reconstruct bulkheads located in
92 whole or in part on such lots or parcels of land for the purpose of maintaining and
93 protecting the lots or parcels of land and the adjacent beach from erosion.

94 6) Jamaica reserves for itself, its successors and assigns, perpetual easements or rights-of-
95 way in, along, under, over, across and through all canals, lagoons, channels and waterways
96 of every type shown on said map or plat of the Subdivision (hereinafter collectively called
97 waterways”) to construct, operate, maintain, inspect, reconstruct and deepen canals,
98 lagoons, channels and waterways and all other facilities for navigation by small boats
99 and crafts, together with the right to connect such waterways with other canals, channels
100 and waterways. Such waterways are not dedicated to the public in any manner, but
101 Jamaica reserves the exclusive right to dedicate such waterways to the public. No pier,
102 wharf, deck or any improvement or structure whatsoever shall be erected in, over, under or
103 through any waterway except with the written consent of Jamaica, its successors and
104 assigns.

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105 7) Jamaica reserves for itself, its successors and assigns, a perpetual nonexclusive easement
106 in, along, under, over, across and through each lot or parcel of land in the subdivision
107 which abuts a waterway (in common with the owner of any such lot or parcel of land
108 which abuts a waterway) to the extent necessary to construct, operate, maintain, inspect,
109 repair, charge the size of and reconstruct bulkheads located on such lots or parcels of land
110 for the purpose of maintaining and protecting the waterways and the adjoining lands from
111 erosion.

112 8) Jamaica reserves for itself, its successors and assigns, all of underground water and
113 underground water rights in, on, under and that may be recovered from any lot or parcel of
114 land within the Subdivision exclusive of water rights in surface waters, but waives all
115 rights of ingress and egress for the purpose of exploring, developing, drilling, mining for
116 and producing such underground water from any such lot or parcel of land and shall have
117 the right to recover such underground water only from any adjacent land.

118 The conveyance by Jamaica of any lot or parcel of land in the Subdivision by
119 contract of sale deed, lease or other instrument transferring any interest shall not in any
120 event be held or construed to include any of the rights, titles and easements heretofore
121 reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer,
122 storm sewer, drainage and gas pipes, mains and conductors and all appurtenances thereto
123 and electric distribution, communication and television lines, wires, cables, conduits,
124 poles and all appurtenances or any other utility or appurtenances thereto constructed by
125 Jamaica or its agents, in, upon, along, under, over across or through such easements, such

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126 property or any part thereof, or such streets, to serve any property within or without the
127 Subdivision. The right to sell and lease all such rights, titles, easements, utilities and
128 appurtenances is expressly reserved in Jamaica, its successors and assigns. The
129 foregoing reservations or rights and easements shall not, however, obligate Jamaica to
130 exercise any of such reserved rights and easements.

131 The invalidity, abandonment or waiver of any one or more of the foregoing
132 Reservations, or any sentence, clause or part thereof shall not affect the remaining
133 Reservations or sentences, clauses or parts thereof, which shall remain in full force and
134 effect.

135 **RESTRICTIONS:**

136 For the purpose of creating and carrying out a uniform plan for the parceling and sale of
137 all lots in the Subdivision as a district set aside for suburban homes and the uses ordinarily
138 accessory thereto, the following restrictions, including without limitation restrictions,
139 declarations, easements, limitations, charges, liens, agreements, covenants, conditions,
140 preferential purchase rights and stipulations (hereafter collectively called "Restrictions"), are
141 hereby established and adopted to apply uniformly to the use, occupancy and conveyance of
142 all of the lots in the subdivision. The Restrictions may be incorporated to the same extent as
143 though set forth in full in any contract of sale, deed, lease or other transfer of any interest in
144 any lot in the subdivision by reference to this instrument; and every contract of sale, deed,
145 lease, or other transfer of any interest hereafter executed with regard to any lot in the

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146 Subdivision shall be conclusively deemed to have been executed, delivered and accepted
147 subject to the following Restrictions, even if the Restrictions are not set out in full and are not
148 incorporated by reference in such contract of sale, deed, lease or other transfer of any interest
149 in any such lot:

150 1) Each lot shall be used only for single family residential purposes. The term
151 “residential purposes” excludes, without limitation, hospitals, clinics, duplex houses,
152 apartment houses garage apartments, hotels and excludes commercial and professional
153 uses whether from homes, residences or otherwise, but includes any rental of a single
154 family dwelling to a family at any time and for such period of time as any Owner of a
155 lot deems desirable. No building, other than a single family residential dwelling
156 designated constructed for use by a single family with such garages and other
157 structures as may be suitable for use by a single family, shall be erected, placed,
158 altered or permitted to remain on any lot.

159 2) No structure of any type shall be constructed, placed or altered on any lot until a
160 building permit has been issued for such structure by the Jamaica Beach Improvement
161 Committee as herein defined. The standards for approval for such structure will be in
162 compliance with these restrictions, quality of materials and workmanship, the external
163 design in relation to existing structures and the location with respect to topography of
164 the property. Structure as used herein shall be held to include buildings, fences, boat
165 houses, docks, piers, house trailers, walls, swimming pools, playground equipment and
166 outdoor cooking or eating facilities of a permanent nature. The Jamaica Beach

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167 Improvement Committee may require a reasonable fee for performing the functions of
168 this paragraph and may refuse to issue such a building permit for failure to pay such a
169 fee.

170 3) The ground floor area of all residences, exclusive of open porches and garages, shall
171 not be less than 900 square feet.

172 4) All elevated structures built on pilings or other types of elevated foundations shall be
173 designed so that the foundation will be beautiful in a manner to maintain standards set
174 by the Jamaica Beach Improvement Committee. Above ground butane tanks must be
175 screened from public view by planting or decorative fence or screen in a manner
176 approved by the Jamaica Beach Improvement Committee.

177 5) All storm blinds must be painted to match the house color or unpainted in the case of an
178 unpainted house.

179 6) No building shall be located on any lot nearer than twenty (20) feet to the front lot line.
180 No building will be located nearer than ten (10) feet to any side lot line. Corner lots
181 shall be deemed to front on the street side having the least frontage. In accordance
182 with a master plan approved by the Jamaica Beach Improvement Committee the deck
183 of some houses in the Subdivision will be permitted to be built ten (10) feet over the
184 canal.

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

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

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

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

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

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

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

239 **17)** If at any time a purchaser of a lot, his heirs (successors) or assigns, should desire to
240 sell the property purchased, or any part thereof, the same shall first be offered to
241 Jamaica, its successors or assigns, which shall have the right to purchase the same at
242 the price the purchaser his heirs (successors) or assigns, can sell such property for; and
243 if Jamaica, its successors or assigns, fail or refuse to exercise said option within
244 ninety (90) days thereafter, said option shall become null and void as to such

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245 particular sale set forth in such notice; provided, however, that it is understood and
246 agreed that said ninety (90) days' option shall extend from and after the extend from
247 and after the date Jamaica, its successors or assigns, are notified by the purchaser, his
248 heirs (successors) or assigns of the price for which said property can be sold.

249 **18)** The Jamaica Beach Improvement Committee shall be composed initially of: Walter
250 Grover, William Jerome and Jack Wilson. After an aggregate of seventy-five (75)
251 percent of the lots in all of the platted sections of the Jamaica Beach Subdivision has
252 been conveyed by deed from Jamaica, the then owners may appoint a committee
253 composed of three to five members owning lots in Jamaica Beach to replace the
254 membership of the initial committee, or the members of the initial committee may, in
255 its discretion, before said seventy-five percent of the lots have been so conveyed by
256 deed, fill vacancies on the Committee, which Committee shall never have less than
257 three (3) or more than five (5) members. As used herein, "Jamaica Beach" shall mean
258 the Subdivision and all other subdivisions heretofore or hereafter subdivided and
259 designated as numbered sections of "Jamaica Beach" according to a map or plat filed
260 in the Plat or Map Records of Galveston County, Texas, and which are situated on
261 Galveston Island, Galveston County, Texas including Sections 1 through 29 of
262 Jamaica Beach heretofore platted. Each owner shall be entitled to one vote for each
263 lot to which he then holds record title.

264 **19)** After said aggregate of seventy-five percent of the lots of Jamaica has been so
265 conveyed by deed, then, either on motion of the Jamaica Beach Improvement

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266 Committee or in the event ten or more lot owners so request, the Jamaica Beach
267 Improvement Committee may arrange for the initial election of the members of the
268 Committee to replace those named herein. At any time after one year from the next
269 preceding election, the Committee may arrange for any election for the removal or
270 replacement of Committee members either in its own discretion, or when so requested
271 in writing by ten (10) or more lot owners. The initial election or any subsequent
272 election shall be governed by the following rules: Written notice of such election,
273 given by actual notice or by addressing such notice by mail to the last known address
274 of each addressee at least two weeks prior to such election, shall be given to each of
275 the then lot owners in Jamaica Beach. Certification as to the mailing of such notices
276 shall be deemed to be sufficient under these rules. Votes shall be evidenced by written
277 ballot and the ballot shall be retained for at least one year after such election. Election
278 shall be by the majority vote of those owners then voting in such election. Vacancies
279 occurring between elections may be filled by the remaining member or members of the
280 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
284 fund herein created.

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

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

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

298 **21)** Each lot in the Subdivision conveyed by Jamaica, its successors or assigns, is hereby
299 subjected to an annual maintenance charge of **forty (\$40.) dollars**, per year for the purpose of
300 creating a fund to be know as Maintenance Fund, to be paid by the owner of the lot, the same
301 to be secured by a vendor's lien upon said lot, and payable annually on the first day of January
302 of each year in advance beginning January 1, 1968, to Jamaica Beach Improvement
303 Committee, at its office in Houston, Harris County, Texas, and said charge and lien are hereby
304 assigned to said Committee. The maintenance charge for a lot purchased during a calendar

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305 year shall be prorated in the proportion that the remaining months in the year bear to the
306 whole year. Payment of said annual maintenance charge shall be due and payable by the legal
307 record owner of said lot on January 1 of each calendar year, any subsequent transfer of said
308 lot without payment of said maintenance charge when due shall constitute a lien for that
309 amount plus a delinquency charge as hereinafter provided

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

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

321 Such maintenance charge shall extend for a period of twenty-five (25) years from
322 January 1, 1968, and shall be extended automatically for successive periods of ten (10) years
323 unless then owners of a majority of the lots in the entire addition vote to discontinue such
324 charge, such action to be evidenced by written instrument signed and acknowledged by the
325 owners of a majority of the lots and recorded in the Deed Records of Galveston County,

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326 Texas. By acceptance of his deed or contract of sale, each purchaser agrees and consents and
327 joins in such maintenance charge.

328 **22)** No boat which is used for commercial purposes will be allowed to operate or be
329 anchored or docked in any manner in any canal. Furthermore, all boats operated,
330 anchored or docked in any manner in the canal must be approved by the Jamaica Beach
331 Improvement Committee as to appearance, size and loudness of motors in order that no
332 boat of any type which is unsightly, oversized or has an unusually loud motor will be
333 allowed to be placed in the canal and therefore detract from the value of the lots abutting
334 these canals.

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

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

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

350 **26)** Underground electric service may be available to lots in the Subdivision. If such service
351 is made available to a lot and an Owner of such lot desires to use such service, such
352 Owner shall, at his own cost, furnish, install, own and maintain (all in accordance with the
353 requirements of local governing authorities and the National Electric Code) the
354 underground service cable and appurtenances from the point of the electric company's
355 metering on such Owner's structure to the point of attachment at the electric company's
356 energized secondary junction boxes, said point of attachment to be made available by the
357 electric company at a point designated by the electric company at the property line of each
358 lot. The electric company furnishing service shall make the necessary electric connections
359 at said point of attachment and at the meter. In addition, such Owner shall, at his own
360 cost, furnish, install, own and maintain a meter loop (in accordance with the then current
361 standards and specifications of the electric company furnishing service) for the location
362 and installation of the meter of the electric company furnishing service to the residence
363 constructed on such Owner's lot. For so long as underground service is maintained, the
364 electric service to each lot shall be uniform exclusively of the type known as single phase,
365 120/240 volt, 3 wire, 60 cycle alternating current.

366 **27)** These covenants and restrictions shall run with the land, and shall be binding on all parties
367 and all persons claiming under them for a period of twenty-five (25) years from the date

A Jamaica Corporation
DEED RESTRICTIONS

Section 30

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

Filed 3-19-1968
Recorded: Book 1938, P.281-296
Plat Map Vol. 7 P. 99

368 these covenants are recorded in the office of the County Clerk of Galveston County,
369 Texas, after which time such covenants shall be extended automatically for successive
370 periods of ten (10) years, unless an instrument signed by the majority of the then owners
371 of the lots has been recorded, agreeing to change such covenants in whole or in part or to
372 revoke them.

373 **28)** Enforcement of these covenants and restrictions may be by proceedings at law or in equity
374 against any person or persons violating or attempting to violate any covenant or restriction
375 either to restrain such violation or proposed violation or to recover damages. Such
376 enforcement may be by the owner of any lot in the Subdivision. The invalidity, violation,
377 abandonment or waiver of any one or more of or any part of the Restrictions shall in no
378 wise affect or impair the remaining Restrictions or parts thereof which shall remain in full
379 force and effect.

380 Sharpstown State Bank, the only lien holder on the property within the Subdivision, does
381 hereby join Jamaica and make, adopt and establish the foregoing Reservations and
382 Restrictions (including without limitation reservations, restrictions, declaration,
383 easements, limitations, charges liens, agreements, covenants, conditions, preferential
384 purchase rights and stipulations) as heretofore set forth as applicable to the property in the
385 Subdivision.

386 *Copy of Signature Page Attached*

387 *Originals On File*