

A Jamaica Corporation  
**DEED RESTRICTIONS**

**Section 26**

STATE OF TEXAS  
COUNTY OF GALVESTON  
Office of County Clerk

Filed 1-12-1966  
Recorded, Book 1792, P.195-200  
Plat Map- Vol. 7, P. 95

1 KNOW ALL MEN BY THESE PRESENTS:

2 That JAMAICA CORPORATION, a Texas Corporation, Owner of that certain property  
3 conveyed by deed from R.E Smith, dated July 29, 1957, and recorded in Volume 1589 Page  
4 118, of the Deed Records of Galveston County, Texas, part of which property has  
5 been subdivided under the name of **Section 26**, Jamaica Beach, in accordance with the lines,  
6 lots, buildings lines, streets and easements shown on the recorded plat of said **Section 26**,  
7 Jamaica Beach, recorded in Book 1616, Page 91 of the Map Records of Galveston County  
8 Texas, do hereby dedicate, subject to the reservations contained herein, to the purchasers of  
9 lots in said **Section 26**, of Jamaica Beach, and the purchasers of lots in adjoining property  
10 which has been or may be developed and sold by Jamaica Corporation, all of the streets and  
11 canals shown thereon forever. Said streets and canals are dedicated as such for the exclusive  
12 use and benefit of the purchasers of lots in said section of Jamaica Beach and the purchasers  
13 of lots in adjoining property which has been or may be developed by Jamaica Corporation, but  
14 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 **Section 26**, Jamaica Beach. These easements are reserved to the Jamaica Corporation,  
17 its successors and assigns, and are not dedicated to public use.

18 Jamaica Corporation, for itself and its successors and assigns, hereby expressly reserves  
19 the exclusive right and easement in the streets shown on the recorded Plat of said Section 26  
20 of Jamaica Beach, and in the utility easements on the front ten (10) feet of each lot therein, to  
21 lay, construct, maintain, and remove utility lines and facilities (including, but without

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22 limitation, water lines, sewer lines, gas lines, electric franchises and easements to utility  
23 owners to lay, construct, maintain, and remove utility lines in said streets and utility  
24 easements.

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

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

- 31 1) All lots shall be used for single family residence purposes only.
- 32 2) No structure of any type shall be constructed, placed or altered on any lot until  
33 plans, specifications and location of the structure have been approved by the **Jamaica**  
34 **Beach Improvement Committee** as herein defined. The standards for approval for  
35 such structures will be in compliance with these restrictions, quality of materials and  
36 workmanship, the external design in relation to existing structures and the location  
37 with respect to topography of the property. Structure as used herein shall be held to  
38 include buildings, fences, boathouses, docks, piers, house trailers, walls, swimming  
39 pools, playground equipment and outdoor cooking or eating facilities of a permanent  
40 nature.

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- 41                   3) The ground floor area of all residences, exclusive of open porches and garages, shall  
42                   not be less than 600 square feet.
- 43                   4) All elevated structures built on pilings or other types of elevated foundations shall be  
44                   designed so that the foundation will be beautiful in a manner to maintain standards set  
45                   by the **Jamaica Beach Improvement Committee**. Above ground butane tanks must  
46                   be screened from public view by planting or decorative fence or screen in a manner  
47                   approved by the Jamaica Beach Improvement Committee.
- 48                   5) All storm blinds must be painted to match the house color or unpainted in the case of  
49                   an unpainted house.
- 50                   6) No building shall be located on any lot nearer than twenty (20) feet to the front lot  
51                   lines. No building will be located nearer than ten (10) feet to any side lot line. Corner  
52                   Lots shall be deemed to front on the street side having the least frontage.
- 53                   7) No noxious or offensive activity shall be carried on upon any lot nor shall anything be  
54                   done thereon which may be or may become an annoyance or a nuisance to the  
55                   neighborhood.
- 56                   8) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot,  
57                   except that dogs and cats (not to exceed two of each category) may be kept provided  
58                   they are not kept, bred, or maintained for any commercial purposes, but only for the  
59                   use and pleasure of the owners of such lots.

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60           9) Toilet facilities of all residences shall be installed inside the residence and shall be  
61           connected, before use, with a septic tank, provided by the owner of said lot. Such  
62           sewage disposal system shall be in accordance with the requirements of the State  
63           Department of Health and shall be subject to the inspection and approval of the Health  
64           Officer of Galveston County, Texas and by the Jamaica Beach Improvement  
65           Committee. The drainage of septic tanks into a road, street, canal, Gulf, Bay, or any  
66           public ditch is prohibited. The over-night occupancy of houses will not be permitted  
67           until toilet facilities have been completed.

68           10) Drainage structure under private driveways shall have a net drainage opening area of  
69           sufficient size to permit the free flow of water without back water, and shall be a  
70           minimum of 1¾ square feet (18inch diameter) pipe culvert.

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

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81 sanitary condition, may bill for the cost of such work either the owner or occupant of  
82 such lot. The owner or occupant, as the case may be, agrees by the purchase or  
83 occupation of any lot in this subdivision to pay such statement immediately  
84 upon receipt thereof.

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

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

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

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

103           16) All hunting rights on the property constituting **Section 26**, Jamaica Beach, are  
104                   retained by Jamaica Corporation, its successors and assigns, and without the express  
105                   written permission from Jamaica Corporation, its successors and assigns, or its duly  
106                   authorized agents, purchasers of lots, their heirs, successors and assigns, shall not have  
107                   the right to hunt on or from any property in the subdivision, or from any other  
108                   property of Jamaica Corporation, or from any of the islands now owned by Jamaica  
109                   Corporation or which may hereafter be constructed for or by the Jamaica Corporation,  
110                   its successors or assigns, and which islands are, or may be located in West Bay,  
111                   within an area which would be contained by a projection to the north of the east and  
112                   west property lines of the property conveyed to Jamaica Corporation by R. E. Smith as  
113                   set forth above.

114           17) If at any time a purchaser of a lot, his heirs (successors) or assigns, should desire to  
115                   sell the property purchased, or any part thereof, the same shall first be offered to  
116                   Jamaica Corporation, its successors or assigns, which shall have the right to purchase  
117                   the same at the price the purchaser, his heirs (successors) or assigns, can sell such  
118                   property for; and if Jamaica Corporation, its successors or assigns, fail or refuse to  
119                   exercise said option within ninety (90) days thereafter, said option shall become null  
120                   and void as to such particular sale set forth in such notice; provided, however, that it is  
121                   understood and agreed that said ninety (90) days' option shall extend from and after

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122 the date Jamaica Corporation, its successors or assigns, are notified by the purchaser,  
123 his heirs (successors) or assigns, of the price for which said property can be sold.

124 **18) The Jamaica Beach Improvement Committee** shall be composed initially of, Jack  
125 Wilson, J Perry Hunnicutt, and Walter Grover. After an aggregate of seventy-five  
126 (75) per cent of the lots platted and to be platted out of the land conveyed by R E.  
127 Smith in his deed to Jamaica Corporation dated July 29, 1957, and recorded in  
128 Volume 1589, Page 118 of the deed Records of Galveston County, Texas which land  
129 is herein referred to as "Jamaica Beach," have been conveyed by deed from Jamaica  
130 Corporation, the then owners may appoint a committee composed of three to five  
131 members owning lots in Jamaica Beach to replace the membership of the initial  
132 committee, or the members or remaining member or members of the initial Committee  
133 may, in its discretion, before said seventy-five (75%) percent of the lots have been so  
134 conveyed by deed, fill vacancies on the Committee, which Committee shall never  
135 have less than three (3) nor more than five (5) members. Each owner shall be entitled  
136 to one vote for each lot to which he then holds record title.

137 **19)** After said aggregate of seventy-five (75%) percent of the lots of Jamaica Corporation  
138 have been so conveyed by deed, then, either on motion of the **Jamaica Beach**  
139 **Improvement Committee**, or in the event ten (10) or more lot owners so request, the  
140 **Jamaica Beach Improvement Committee** may arrange for the initial election of the  
141 members of the Committee to replace those named herein. At any time after one year  
142 from the next preceding election, the Committee may arrange for any election for the

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143 removal or replacement of **Committee** members, either in its own discretion, or when  
144 so requested in writing by ten (10) or more lot owners. The initial election or any  
145 subsequent election shall be governed by the following rules:

146 Written notice of such election, given by actual notice or by addressing such notice  
147 by mail to the last known address of each addressee at least two weeks prior to such  
148 election, shall be given to each of the then lot owners in Jamaica Beach. Certification  
149 as to the mailing of such notices shall be deemed to be sufficient under these rules.  
150 Votes shall be evidenced by written ballot and the ballot shall be retained for at least  
151 one year after such election. Vacancies occurring between elections may be filled by  
152 the remaining member or members of the Committee.

153 **20) Jamaica Beach Improvement Committee** shall have the following powers and  
154 functions:

- 155 **a)** Collect and expend, in the interests of the subdivision as a whole, the maintenance  
156 fund herein created.
- 157 **b)** Enforce these covenants and restrictions by appropriate proceedings (but this  
158 power shall not be exclusive and may also be exercised by any lot owner in  
159 Jamaica Beach).
- 160 **c)** Enforce any lien imposed on any part of this subdivision by reason of the violation  
161 of any of these covenants or restrictions, or by reason of failure to pay maintenance  
162 charges herein provided, and to execute a release of such lien upon performance.

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163                   d) Approve or reject plans and specifications for improvements to be erected in  
164                   Jamaica Beach and the placement of same on any lot at Jamaica Beach. All plans  
165                   and specifications for all improvements and the placement of same on the lot must  
166                   be submitted to the Committee for approval prior to the commencement of  
167                   construction of any such improvement. If the committee fails to act within thirty  
168                   (30) days after submission to it of plans and specifications, construction in  
169                   accordance with these restrictions may begin.

170                   20) Each lot in said **Section 26**, Jamaica Beach, conveyed by Jamaica Corporation, its  
171                   successors or assigns, is hereby; subjected to an annual maintenance charge of **forty**  
172                   **(\$40.)** dollars per year for the purpose of creating a fund to be known as maintenance  
173                   fund, to be paid by the owner of the lot, the same to be secured by a vendor's lien upon  
174                   said lot, and payable annually on the first day of January of each year in advance  
175                   beginning January 1, 1967, to **Jamaica Beach Improvement Committee**, at its office  
176                   in Houston, Texas, and said charge and lien are hereby assigned to said Committee.  
177                   The maintenance charge for a lot purchased during a calendar year shall be prorated  
178                   in the proportion that the remaining months in the year bear to the whole year.

179                   Funds arising from said charge shall be applied, so far as sufficient, toward the  
180                   payment of maintenance expenses incurred for any or all of the following purposes:  
181                   lighting, improving and maintaining the streets, sidewalks, paths, canals, parks,  
182                   parkways, esplanades, area between curb and sidewalk, collecting and disposing of  
183                   garbage, ashes, rubbish and the like in said areas and doing any other thing necessary

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184 or desirable in opinion of said Committee to keep the property neat and in good order,  
185 or which it considers of general benefit to the owners or occupants of the addition, it  
186 being understood that the judgment of said committee in the expenditure of said fund  
187 shall be final so long as such judgment is exercised in good faith.

188 Such maintenance charge shall extend for a period of twenty-five (25) years from  
189 January 1, 1967, and shall be extended automatically for successive periods of ten (10)  
190 years unless the then owners of a majority of the lots in the entire addition vote to  
191 discontinue such charge, such action to be evidenced by written instrument signed and  
192 acknowledged by the owners of a majority of the lots and recorded in the Deed  
193 Records of Galveston County, Texas. By acceptance of his deed each purchaser  
194 agrees and consents to and joins in such maintenance charge.

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

202 **23)** Enforcement of these covenants and restrictions may be by proceedings at law or in  
203 equity against any person or persons violating or attempting to violate any covenant or

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204 restriction either to restrain such violation or proposed violation or to recover damages.

205 Such enforcement may be by the owner of any lot in said subdivision.

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

213 **25)** No pier, wharf or other structure shall be erected in any canal except upon the express  
214 approval in writing of the Jamaica Beach Improvement Committee. The use of  
215 automotive tires or other unsightly materials for hold off fenders or pier construction is  
216 prohibited.

217 **26)** At such time as a sanitary sewer system is installed in Jamaica Beach, all houses that  
218 are built in **Section 26** after its completion must connect to and use the sanitary sewer  
219 system.

220

221 *COPY OF SIGNATURE PAGE ATTACHED*

222 *Originals are on file.*