

A Jamaica Corporation
DEED RESTRICTIONS

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Office of County Clerk

Filed 3-19-1968
Recorded, Book, 1948, P. 535-551
Plat Map- Vol.7, P. 100

1 Whereas, Jamaica Resort Corporation (hereinafter called "Jamaica"), a Texas Corporation is
2 the owner of all of those certain 4.8861-acre tract of land out of Division 1, Section No. 9 of the
3 Hall and Jones Survey, Galveston Island, in Galveston County, Texas, a subdivision designated
4 as Jamaica Beach, **Section 31**, according to the map or plat thereof being filed with the County
5 Clerk of Galveston County, Texas; and,

6 Whereas, Jamaica desires 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 property
8 values therein by imposing upon and against all of the lots therein, the reservations, restrictions
9 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, liens,
13 agreements, covenants, conditions, preferential purchase rights and stipulations) hereinafter set
14 forth as applicable to said lots in Jamaica Beach, **Section 31**, a subdivision on Galveston Island,
15 Galveston County, Texas, according to the map or plat being filed in the office of the County
16 Clerk of Galveston County, Texas (hereinafter called the "Subdivision"). Said map or plat has
17 been duly authenticated with proper certificates and dedicates the streets shown thereon to the
18 public for ordinary roadway purposes, subject to the reservations, restrictions and other provisions
19 herein contained to the same extent as though copied at length in said dedication certificate and

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20 aid map or plat is subject only to such minor changes as, in the judgment of Jamaica, are
21 necessitated the efficient installation of improvements.

22 **Reservations:**

23 In so authenticating said map or plat for record and in so dedicating the streets shown thereon
24 to the Public for ordinary roadway purposes, there was reserved and there is hereby expressly
25 reserved in Jamaica the following rights, titles and easements (hereinafter collectively called
26 the "Reservations").

27 The Reservations may be incorporated to the same extent as if set forth in full in any
28 contract of sale deed, lease or other transfer of any interest in any property in the Subdivision
29 be referenced to this instrument; and every contract of sale, deed, lease, or other transfer of
30 interest in any property in the subdivision shall be conclusively deemed to have been
31 executed, delivered and accepted subject to the following Reservations, even if the
32 Reservations are not set out in full and are not incorporated by reference in such contract of
33 sale, deed, lease or other transfer of any interest in such 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.

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- 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 and all electric distribution, communication and television lines, wires, cables,
41 conduits and all appurtenances thereto and heretofore or hereafter constructed by Jamaica
42 or its agents in all of said streets in the Subdivision, together with a perpetual easement to
43 operate, maintain, inspect, repair, reconstruct, change the size of and remove such pipes,
44 mains, conductors, lines, wires, cables, conduits and appurtenances thereto, as it or they
45 may from time to time desire.
- 46 3) Jamaica reserves for itself, its successors and assigns, a perpetual nonexclusive easement
47 to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size
48 of and remove such water, sanitary sewer, storm sewer, drainage and gas pipes, mains and
49 conductors and all appurtenances pertinent to the operation of waterworks, sanitary sewer,
50 storm sewer and drainage systems, and pertinent to the operation of gas distribution
51 systems and such electric distribution, communication and television systems as it or they
52 may from time to time desire, in, upon, along, under, over, across and through all of said
53 streets in the Subdivision. Such pipes, mains, conductors, lines, wires, cables, conduits
54 and appurtenances shall be buried to such reasonable depth as will not interfere with the
55 use of streets for ordinary roadway purposes.
- 56 4) Jamaica reserves for itself, its successors and assigns, perpetual utility easements or rights-
57 of-way in, upon, along, under, over, across and through the front ten (10) feet of each lot

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58 or parcel of land in the Subdivision to lay, construct, operate, maintain, inspect,
59 reconstruct multiply, change the size of and remove such utility lines and facilities
60 (including without limitation of the generality thereof, water, sanitary sewer, storm sewer,
61 drainage and gas pipes, mains, conductors and all appurtenances hereto and electric
62 distribution, communication and television lines, wires, cables, conduits, poles, towers,
63 props, guys, connections and all appurtenances thereto), as it or they may from time to
64 desire. The term "front ten (10) feet of each lot or parcel of land in the Subdivision as
65 used in this paragraph is a strip of land ten (10) feet in breadth along each side of each lot
66 or parcel of land adjoining a street. Jamaica further reserves for itself, its successors and
67 assigns, such other utility easements in, upon, along, under, over, across and through each
68 lot or parcel of land as are shown on the said map or plat of the Subdivision as perpetual
69 utility easements or right of way for the purposes previously described. All utility
70 easements hereby reserved are easements ten (10) feet in breadth at and below normal
71 ground level and extending upward to a plane twenty (20) feet above the ground, and from
72 said plane and upward, the utility easements are unobstructed aerial easements twenty
73 (20) feet in breadth, extending five (5) feet in breadth adjacent to and on both sides of the
74 utility easements on each lot or parcel of land. All utility easements include the rights of
75 ingress and egress thereto for the exercise thereof and include the right to remove from the
76 utility easements bushes, trees and parts thereof or any obstructions whatsoever which in
77 the opinion of Jamaica or its successors or assigns, endanger or may interfere with the
78 efficiency, safety of proper maintenance of the utility lines and facilities. Neither Jamaica,

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79 any utility company, nor any other successor or assign, using the utility easements shall be
80 liable for any damage done by them or their assigns, agents, employees or servants to
81 shrubbery, trees or flowers or other property situated in the part of a lot or parcel of land
82 covered by such utility easements. All utility easements hereby reserved shall be divisible
83 among two or more owners.

84 Jamaica further reserves the exclusive right to grant franchises and easements to
85 utility companies to lay, construct, operate, maintain, inspect, reconstruct, change the size
86 of, multiply and remove such utility lines in such utility easements. Such utility
87 easements are not dedicated to the public in any manner. In addition to the foregoing
88 utility easements granted, a further utility easement is hereby reserved, if and when
89 Jamaica shall provide underground utilities of any nature to the Subdivision, a two (2) foot
90 wide easement centered along and beside the underground utility service line installed
91 from the aforementioned easement adjacent to each lot to the point of service on the
92 residential structure.

93 5) Jamaica reserves for itself, its successors and assigns, perpetual easements or rights-of-
94 way in, along, under, over, across and through all canals, lagoons, channels and waterways
95 of every type shown on said map or plat of the Subdivision (hereinafter collectively called
96 "waterways") to construct, operate, maintain, inspect, reconstruct and deepen canals,
97 lagoons, channels and waterways and all other facilities for navigation by small boats and
98 crafts, together with the right to connect such waterways with other canals, channels and

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99 waterways. Such waterways are not dedicated to the public in any manner, but Jamaica
100 reserves the exclusive right to dedicate such waterways to the public. No pier, wharf,
101 deck or any improvement or structure whatsoever shall be erected in, over, under or
102 through any waterways except with the written consent of Jamaica, its successors and
103 assigns.

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

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

116 The conveyance by Jamaica of any lot or parcel of land in the Subdivision by contract
117 of sale, deed, lease or other instrument transferring any interest shall not in any event be
118 held or construed to include any of the rights, titles and easements heretofore reserved in

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119 any of the foregoing paragraphs nor the title to water, gas, sanitary sewer, storm sewer,
120 drainage and gas pipes, mains and conductors and all appurtenances thereto and electric
121 distribution, communication and television lines, wires, cables, conduits, poles and all
122 appurtenances or any other utility or appurtenances thereto constructed by Jamaica or its
123 agents, in, upon, along, under, over across or through such easements, such property or
124 any part thereof, or such streets, to serve any property within or without the Subdivision.
125 The right to sell and lease all such rights, titles, easements, utilities and appurtenances is
126 expressly reserved in Jamaica , its successors and assigns. The foregoing reservations or
127 rights and shall not, however, obligate Jamaica to exercise any of such reserved rights and
128 easements.

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

133 **Restrictions:**

134 For the purpose of creating and carrying out a uniform plan for the parceling and sale of
135 all lots in the Subdivision as a district set aside for suburban homes and the uses ordinarily
136 accessory thereto, the following restrictions, including without limitation restrictions,
137 declarations, easements, limitations, charges, liens, agreements, covenants, conditions,
138 preferential purchase rights and stipulations (hereafter collectively called "Restrictions"),

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139 are hereby established and adopted to apply uniformly to the use, occupancy and
140 conveyance of all of the lots in the subdivision. The Restrictions may be incorporated to
141 the same extent as though set forth in full in any contract of sale, deed, lease or other
142 transfer of any interest in any lot in the Subdivision by reference to this instrument; and
143 every contract of sale, deed, lease or other transfer of any interest hereafter executed with
144 regard to any lot in the Subdivision shall be conclusively deemed to have been executed,
145 delivered and accepted subject to the following Restrictions, even if the Restrictions are
146 not set out in full and are not incorporated by reference in such contract of sale, deed,
147 lease or other transfer of any interest in any such lot:

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

157 2) No structure of any type shall be constructed, placed or altered on any lot until a
158 building permit has been issued for such structure by the Jamaica Beach Improvement

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159 Committee as herein defined. The standards for approval for such structure will be in
160 compliance with these restrictions, quality of materials and workmanship, the external
161 design in relation to existing structures and the location with respect to topography of
162 property. Structure as used herein shall be held to include buildings, fences, boat
163 houses, docks, piers, house trailers, walls, swimming pools, playground equipment and
164 outdoor cooking or facilities of a permanent nature. The Committee may require a
165 reasonable fee for performing the functions of this paragraph and may refuse to issue
166 such a building permit for failure to pay such a fee.

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

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

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

176 6) No building shall be located on any lot nearer than twenty (20) feet to the front lot
177 line. No building will be located nearer than ten (10) feet to any side lot line. Corner
178 lots shall be deemed to front on the street side having the least frontage. In accordance

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179 with a master plan approved by the committee the deck of some houses in the
180 Subdivision will be permitted to be built ten (10) feet over the canal.

181 7) No noxious or offensive activity shall be carried on upon any lot nor shall anything be
182 done thereon which may be or may become an annoyance or a nuisance to the
183 neighborhood.

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

188 9) No residential dwelling shall be occupied unless toilet facilities are installed inside
189 such dwelling and are connected to and use only the central sanitary sewer system in
190 the Subdivision. No septic tanks, outdoor toilets, cesspools or individual disposal
191 systems shall be constructed or used within the Subdivision.

192 10) Each lot which is served by a private driveway constructed over a drainage ditch or
193 drainage way shall have open drainage under such driveway with a net drainage
194 opening area of sufficient size to permit the free flow of water without back water, and
195 shall be a minimum of 18 inch diameter pipe culvert, although the Committee may
196 require a larger size and determine the grade.

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197 **11)** The owners or occupants of all lots in this subdivision shall at all times all weeds and
198 grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event
199 use any lot for storage of material and equipment except for normal residential
200 requirements, or permit the accumulation of garbage, trash or rubbish of any kind
201 thereon. In the event of default on the part of the owner or occupant of any lot in this
202 subdivision in observing the requirements, or any of them, Jamaica and any of its
203 employees, agents, or representatives may, without liability to the owner or occupant,
204 in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds and
205 grass, and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to
206 place said lot in a neat attractiv, healthful and sanitary condition, may bill either the
207 owner or occupant of such lot. The owner or occupant, as the case may be, agrees by
208 the purchase or occupation of any lot in this subdivision to pay such statement
209 immediately upon receipt thereof.

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

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

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

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

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

235 **17)** If at any time a purchaser of a lot, his heirs (successors) or assigns, should desire to
236 sell the property purchased, or any part thereof, the same shall first be offered to

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237 Jamaica, its successors or assigns, which shall have the right to purchase the same at
238 the price the purchaser, his heirs (successors) or assigns, can sell such property for;
239 and if Jamaica, its successors or assigns, fail or refuse to exercise said option within
240 ninety (90) days thereafter, said option shall become null and void; provided, however,
241 that it is understood and agreed that said ninety (90) days' option shall extend from
242 and after the date Jamaica, its successors or assigns, are notified by the purchaser, his
243 heirs (successors) or assigns of the price for which said property can be sold.

244 **18)** The Jamaica Beach Improvement Committee shall be composed initially of:

245 **Walter Grover, Ralph Polling and Jack Wilson.**

246 After an aggregate of seventy-five (75) percent of the lots in the Subdivision has been
247 conveyed by deed from Jamaica, the then owners may appoint a committee composed
248 of three to five members owning lots in Jamaica Beach to replace the membership of
249 the initial committee, or the members of the initial committee may, in its discretion,
250 before said seventy-five percent of the lots have been so conveyed by deed, fill
251 vacancies on the Committee, which Committee shall never have less than three (3) nor
252 more than five (5) members. As used herein, "Jamaica Beach" shall mean the
253 Subdivision and all other subdivisions heretofore or hereafter subdivided and
254 designated as numbered sections of "Jamaica Beach" according to a map or plat filed
255 in the Plat or Map Records of Galveston County, Texas, and which are situated on
256 Galveston Island, Galveston County, Texas including Sections 1 through Section 30 of

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257 Jamaica Beach heretofore platted. Each owner shall be entitled to one vote for each
258 lot to which he then holds record title.

259 **19)** After said aggregate of seventy-five percent of the lots of Jamaica has been so
260 conveyed by deed, then, either on motion of the Jamaica Beach Improvement
261 Committee or in the event ten or more lot owners so request, the Committee may
262 arrange for the initial election of the members of the Committee to replace those
263 named herein. At any time after one year from the next preceding election, the
264 Committee may arrange for any election for the removal or replacement of Committee
265 members either in its own discretion, or when so requested in writing by ten (10) or
266 more lot owners. The initial election or any subsequent election shall be governed by
267 the following rules:

268 Written notice of such election, given by actual notice or by addressing such notice by
269 mail to the last known address of each addressee at least two weeks prior to such
270 election, shall be given to each of the then lot owners in Jamaica Beach. Certification
271 as to the mailing of such notices shall be deemed to be sufficient under these rules.
272 Votes shall be evidenced by written ballot and the ballot shall be retained for at least
273 one year after such election. Election shall be by the majority vote of those owners
274 then voting in such election. Vacancies occurring between elections may be filled by
275 the remaining member or members of the Committee.

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276 20)The Jamaica Beach Improvement Committee shall have the following powers and
277 functions

278 a) Collect and expend, in the interests of the Subdivision as a whole, the maintenance
279 fund herein created.

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

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

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

293 21) Each lot in the Subdivision conveyed by Jamaica, its successors or assigns, is hereby
294 subjected to an annual maintenance charge of forty (\$40.) dollars, per year for the

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295 purpose of creating a fund to be know as Maintenance Fund, to be paid by the owner
296 of the lot, the same to be secured by a vendor's lien upon said lot, and payable
297 annually on the first day of January of each year in advance beginning January 1,
298 1968, to **Jamaica Beach Improvement Committee**, at its office in Houston, Harris
299 County, Texas, and said charge and lien are hereby assigned to said Committee.
300 maintenance charge for a lot purchased during a calendar year shall be prorated in the
301 proportion that the remaining months in the year bear to the whole year. Payment of
302 said annual maintenance charge shall be due and payable by the legal record owner of
303 said lot on January 1 of each calendar year, any subsequent transfer of said lot without
304 payment of said maintenance charge when due shall constitute a lien for that amount
305 plus a delinquency charge as hereinafter provided.

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

308 Funds arising from said charge shall be applied, so far as sufficient, toward the
309 payment of maintenance expenses incurred for any or all of the following purposes:
310 lighting, improving and maintaining the streets, sidewalks, paths, canals, parks,
311 parkways, esplanades, area between curb and sidewalk, collecting and disposing of
312 garbage, ashes, rubbish and the like in said areas; and doing any other thing necessary
313 or desirable in the opinion of said Committee to keep the property neat and in good
314 order, or which it considers of general benefit to the owners or occupants of the

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315 addition, it being understood that the judgment of said committee in the expenditure of
316 said fund shall be final so long as such judgment is exercised in good faith.

317 Such maintenance charge shall extend for a period of twenty-five (25) years from
318 January 1, 1968 and shall be extended automatically for successive periods of ten (10)
319 years unless the then owners of a majority of the lots in the entire addition vote to
320 discontinue such charge, such action to be evidenced by instrument signed and
321 acknowledged by the owners of a majority of the lots and recorded in the Deed
322 Records of Galveston County, Texas. By acceptance of his deed or contract of sale
323 each purchaser agrees and consents to and joins in such maintenance charge.

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

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

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335 24) The bulkheading on any lot shall not be breached for any purpose without first having
336 obtained the written approval of the Jamaica Beach Improvement Committee and
337 Jamaica or if any other entity or governmental agency maintains such bulkheading,
338 written approval of the Committee, shall be sufficient.

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

342 26) Underground electric service may be available to lots in the Subdivision. If such
343 service is made available to a lot and an Owner of such lot desires to use such service,
344 such Owner shall, at his own cost, furnish, install, own and maintain (all in accordance
345 with the requirements of local governing authorities and the National Electric Code)
346 the underground service cable and appurtenances from the point of the electric
347 company's metering on such Owner's structure to the point of attachment at the
348 electric company's energized secondary junction boxes, said point of attachment to be
349 made available by the electric company at a point designated by the electric company
350 at the property line of each lot. The electric company furnishing service shall make
351 the necessary electric connections at said point of attachment and at the meter. In
352 addition, such Owner shall, at his own cost, furnish, install, own and maintain a meter
353 loop (in accordance with the then current standards and specifications of the electric
354 company furnishing service) for the location and installation of the meter of the

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355 electric company furnishing service to the residence constructed such Owner's lot.
356 For so long as underground service is maintained, the electric service to each lot shall
357 be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60
358 cycle alternating current.

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

366 **28)** Enforcement of these covenants and restrictions may be by proceedings at law or in
367 equity against any person or persons violating or attempting to violate any covenant
368 or restriction either to restrain such violation or proposed violation or to recover
369 damages. Such enforcement may be by the owner of any lot in the Subdivision.

370 The invalidity, violation, abandonment or waiver of any one or more of or any part
371 of the Restrictions shall in no wise affect or impair the remaining Restrictions or parts
372 thereof which shall remain in full force and effect.

373 Capital Development Corporation, the only lien holder on the property within the
374 Subdivision, does hereby join Jamaica and make, adopt and establish the foregoing

A Jamaica Corporation
DEED RESTRICTIONS

Section 31

STATE OF TEXAS
COUNTY OF GALVESTON
Office of County Clerk

Filed 3-19-1968
Recorded, Book, 1948, P. 535-551
Plat Map- Vol.7, P. 100

375 Reservations and Restrictions (including without limitation reservations, restrictions,
376 declaration, easements, limitations, charges liens, agreements, covenants, conditions,
377 preferential purchase rights and stipulations) as heretofore set forth as applicable to
378 the property in the Subdivision.

379 **Executed this the 19 day of March, 1968.**

380 Jamaica Resort Corporation

381

382 *Copy of Signature Page is attached*

383 **Original on File**