

*Section 2*

*giving minimum section of 5 or 10*

RESERVATIONS AND RESTRICTIONS

THE STATE OF TEXAS §  
§  
COUNTY OF GALVESTON §

63367

WHEREAS, JAMAICA RESORT CORPORATION (hereinafter referred to as "Jamaica"), a Texas corporation, is the owner of all lots, tracts or parcels of land described in Exhibit "A" attached hereto and hereby incorporated by reference herein (and hereinafter referred to as the "Sea Isle Lots"), same being out of Sea Isle, as extended, a Subdivision in the Hall and Jones Survey, Galveston Island, Galveston County, Texas, according to various maps or plats thereof recorded in the appropriate records of the County Clerk of Galveston County, Texas (hereinafter referred to as "Sea Isle"); and

WHEREAS, the previous owner of Sea Isle contracted to sell, and did sell, lots therein according to specified reservations and restrictions; and

WHEREAS, Jamaica desires to contract to sell, and to sell, the Sea Isle Lots according to the same reservations and restrictions, and Farm & Home Savings Association, a Missouri corporation, as the only lienholder on the Sea Isle Lots (hereinafter referred to as "<sup>"Farm and Home Savings" *Co.*</sup> ~~Trust~~) and Gibraltar Savings Association, a Texas savings association

(hereinafter referred to as "Gibraltar") as purchaser

under that certain Note Purchase Agreement entered into  
Farm and Home Savings *Club*  
\_\_\_\_\_ , 1968 by and between ~~Home Savings~~ and

Gibraltar wish to evidence their assent thereto;

Farm and Home Savings *Club*  
NOW, THEREFORE, Jamaica, ~~Home Savings~~, and Gibraltar  
do execute this instrument.

1.

Jamaica, for itself, and for the existing and future property owners in Sea Isle, does hereby make, adopt and establish the following reservations, restrictions and other provisions set forth in Exhibit "B" attached hereto and hereby incorporated by reference herein applicable to the Sea Isle Lots, subject to the right of Jamaica, its successors or assigns, to waive any of same for any unsold lot or group of unsold lots only when, in the opinion of Jamaica, such waiver may be necessary or appropriate in order to effectuate the best development of the Sea Isle Lots as a resort development and the co-ordination of the Sea Isle Lots with the existing Sea Isle development.

2.

Unless expressly so recited in the instrument of conveyance, no conveyance by Jamaica of any interest in any Sea Isle Lot or parcel thereof shall be construed as a waiver of any of the matters set forth in Exhibit "B", or to include any of the rights, titles and easements therein reserved, or as a conveyance of the title to any water, gas, sanitary sewer, storm sewer, drainage or gas pipes, mains, conductors, electric distribution, communication or television lines, wires, cables, conduits,

RECORDED  
1968 MAR 33

poles or any other utility or appurtenance thereto, constructed by Jamaica or its agents in Sea Isle. The right to sell and lease all such rights, titles, easements, utilities and appurtenances is hereby expressly reserved in Jamaica, its successors and assigns; provided, however, that the reservation of such rights and easements shall not obligate Jamaica to exercise any of same.

3.

The invalidity, abandonment or waiver of all or any part of any one or more of the provisions recited in Exhibit "B" shall not affect any other provision or part thereof, all of which shall remain in full force and effect.

4.

The provisions set forth in Exhibit "B" may be incorporated to the same extent as though recited in full in any subsequently executed contract for deed, deed, lease or any other instrument in which any interest in any Sea Isle Lot is transferred merely by reference to this instrument, and, unless expressly so provided to the contrary therein, every contract for deed, deed, lease or other such instrument shall be conclusively deemed to have been executed, delivered and accepted subject to the provisions of Exhibit "B" even if same are not therein recited in full or incorporated by reference therein.

5.

*Court*  
Farm and Home Savings  
~~Home Savings~~ and Gibraltar join Jamaica herein for the limited purpose of making, adopting and establishing

the foregoing reservations and restrictions hereinabove set forth applicable to the said lots.

EXECUTED as of this, the 22 day of May, 1968.

JAMAICA RESORT CORPORATION

ATTEST:

Shirley Best  
Asst Secretary

By [Signature]  
President

REC'D OF INSTR  
BOOK 1968 PAGE 838

FARM & HOME SAVINGS ASSOCIATION

ATTEST:

Howard Remyan  
Secretary

By [Signature]  
Treas President

GIBRALTAR SAVINGS ASSOCIATION

ATTEST:

[Signature]  
Asst Secretary

By [Signature]  
President

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Jack E. Wilson, President of JAMAICA RESORT CORPORATION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 22 day of May, 1968.

[Signature]

NOTARY PUBLIC IN AND FOR  
Harris COUNTY, TEXAS

THE STATE OF Missouri  
COUNTY OF Vernon

BEFORE ME, the undersigned authority, on this day  
personally appeared A. W. Hester,  
Vice President of FARM & HOME SAVINGS ASSOCIATION, a corpo-  
ration, known to me to be the person and officer whose  
name is subscribed to the foregoing instrument, and  
acknowledged to me that he executed the same for the  
purposes and consideration therein expressed, in the  
capacity therein stated, and as the act and deed of said  
corporation.

GIVEN under my hand and seal of office this 6<sup>th</sup>  
day of June, 1968.

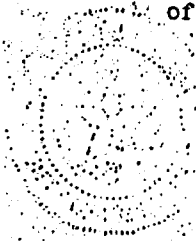


Herbert F. Steinhart  
NOTARY PUBLIC IN AND FOR  
Vernon COUNTY, Missouri

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day  
personally appeared Michael H. Crowder, Vice  
President of GIBRALTAR SAVINGS ASSOCIATION, a Texas savings  
association, known to me to be the person and officer whose  
name is subscribed to the foregoing instrument, and acknowl-  
edged to me that he executed the same for the purposes and  
consideration therein expressed, in the capacity therein  
stated, and as the act and deed of said Gibraltar Savings  
Association.

GIVEN under my hand and seal of office this 17<sup>th</sup> day  
of July, 1968.



John L. Hester  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS

NOTA PUBLICA  
Notary Public in and for Harris County, Texas

**TRACT 1:** The surface only of Lots 12, 15, 82, 84, 87, 89, 90-A, 90-E, 122, 123 and 124, 126, 127, 128, 129, Lots 131 to 141, both inclusive, Lots 451, 472, 476, 482, 484, 485, 488, 495, 532, 543, 558, 593, 598, 603 and 604, 606, 632, 493, 633, 655, 660 and 686 of Sea Isle, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas according to the plat of said Subdivision recorded in Vol. 254-A, Page 76, in the office of the County Clerk of Galveston County, Texas.

**TRACT 2:** The surface only of Lots 91, 91-A, Lots 92 to 98, both inclusive, Lots 101, 102, 103, 363, to 367, both inclusive, Lots 369 to 372, both inclusive, Lots 379 to 385, both inclusive, Lots 387, 388, 389, 391, 392, 395, 402, 405, 406, 409, 410, 412, 417, 418, 421-A, Lots 422 to 425, both inclusive, Lots 427, 428, 434, 435, 436, 439, 441, 683, 795, 797, 798, 799, 800, 801, Lots 810 to 815, both inclusive, Lots 818 to 822, both inclusive, Lots 832 to 836, both inclusive, Lots 839, 840, 842, 843, 845, 854, 855, 856, 858, 860, 1365, 1398, West 1/2 of Lot 157 and the East 1/2 of Lot 158, West 1/2 of Lot 158, West 1/2 of Lot 159 and East 1/2 of Lot 160, East 1/2 of Lot 159 and West 1/2 of Lot 160, West 1/2 of Lot 163 and East 1/2 of Lot 164, West 1/2 of Lot 165 and East 1/2 of Lot 166, West 1/2 of Lot 167 and East 1/2 of Lot 168, West 1/2 of Lot 169 and East 1/2 of Lot 170, of Sea Isle First Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to plat of said Subdivision of record in Vol. 254-A, Page 78, in the office of the County Clerk of Galveston County, Texas.

**TRACT 3:** The surface only of Lots 609, 612, 617, 619, 622, 623, 624, 627, Lots 695 to 699, both inclusive, Lots 702, 705, 706, 712, 713, 715, 716, 717, 722, 728, 729, 730, 733, 734, 736, 748, 1369, 1371, 1417, 1424 and 1436, of Sea Isle Second Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to plat of said Subdivision of record in Vol. 254-A, Page 81, in the office of the County Clerk of Galveston County, Texas.

**TRACT 4:** The surface only of Lots 1447, 1453, 1454, 1456, 1461, 1463, 1467, 1476 of Revision of Second Extension to Sea Isle, a Subdivision in Galveston County, Texas, according to plat of said Revision of record in Vol. 254-A, Page 89, in the office of the County Clerk of Galveston County, Texas.

**TRACT 5:** The surface only of Lots 1488, 1489, 1508, 1510, 1511, 1513, 1514, 1516, 1521, 1522, 1523, 1525, 1527, 1529, 1530, 1532, 1534, 1535, 1536, 1537, 1538, 1539, 1541, 1543, 1545, 1546, 1548, 1549, Lots 1550 to 1556, both inclusive, of Sea Isle Third Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to plat of said Subdivision recorded in Vol. 1616, Page 18, in the office of the County Clerk of Galveston County, Texas.

**TRACT 6:** The surface only of Lots 752, 753, 754, 774, 778, 779, 788, 791, 792, 794, Lots 861 to 867, both inclusive, Lots 876 to 889, both inclusive, Lots 1578, 1579, Lots 1581 to 1586, both inclusive, Lots 1588, 1589, 1591, 1593, 1595, 1597, 1599, 1601, 1602, 1604, 1605, 1606, 1607, 1608, 1610, 1615, 1619, 1622, 1623, 1626, 1629, 1633, 1638 of Sea Isle, 4th Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to the map of said Subdivision recorded in Book 1616, Page 46, in the office of the County Clerk of Galveston County, Texas.

**TRACT 7:** The surface only of Lots 305 to 325, both inclusive, Lots 328 to 337, both inclusive, Lots 339 to 347, both inclusive, Lots 355, 356, 357, 360, 361, 362, Lots 1557 to 1570, both inclusive, of Sea Isle, 5th Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to the map of said Subdivision recorded in Book 1616, Page 83, in the office of the County Clerk of Galveston County, Texas; SAVE AND EXCEPT Lots 313 and 314.

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Page 840

**TRACT 8:** The surface only of Lots 1882 to 1885, both inclusive, Lots 1887, 1888, 1889, 1891, 1897, 1898, 1899, 1901, 1903, 1905, 1906, 1908, 1911, 1912, and 1913, of Sea Isle, 6th Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to the map of said Subdivision recorded in Book 1616, Page 86, in the office of the County Clerk of Galveston County, Texas.

**TRACT 9:** The surface only of Lots 1750 to 1757, both inclusive, Lots 1761 to 1772, both inclusive, Lots 1774 to 1778, both inclusive, Lots 1780 and 1781, Lots 1784, and 1785 of the Seventh Extension to Sea Isle, a Subdivision in Galveston County, Texas, according to the map of said Subdivision of record in Vol. 1616, Page 87, in the office of the County Clerk of Galveston County, Texas.

**TRACT 10:** The surface only of Lots 1916 to 1931, both inclusive, Lots 1933, 1936, and 1937 of Sea Isle, 8th Extension, a Subdivision in Galveston County, Texas, according to the map of said Subdivision of record in Vol. 1616, Page 111, in the office of the County Clerk of Galveston County, Texas.

**TRACT 11:** The surface only of Lots 1850 to 1856, both inclusive, Lots 1858 to 1872, both inclusive, Lots 1874, and 1876 to 1881, both inclusive, of Sea Isle, 9th Extension, a Subdivision in Galveston County, Texas, according to the map of said Subdivision of record in Vol. 1616, Page 114, in the office of the County Clerk of Galveston County, Texas.

**TRACT 12:** The surface only of Lots 204, 206 to 218, both inclusive, and Lot 220, of Sea Isle, 10th Extension, a subdivision in Galveston County, Texas, according to the map of said Subdivision of record in Vol. 1616, Page 116, in the office of the County Clerk of Galveston County, Texas.

**TRACT 13:** The surface only of Lots 1643 to 1652, both inclusive, Lots 1654 to 1691, both inclusive, Lots 1693, 1694 of Sea Isle, 11th Extension, a Subdivision in Section 12, of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to the map of said Subdivision recorded in Book 1616, Page 120, in the office of the County Clerk of Galveston County, Texas.

**TRACT 14:** The surface only of Lot 1696, Lots 1698 to 1701, both inclusive, Lots 1703 to 1719, both inclusive, Lots 1721 to 1746, both inclusive, of Sea Isle, 12th Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to the map of said Subdivision recorded in Book 1616, Page 122, in the office of the County Clerk of Galveston County, Texas.

**TRACT 15:** The surface only of Lots 1818 to 1846, both inclusive, Lots 1848 and 1849, of Sea Isle, 13th Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to the map of said Subdivision recorded in Book 1616, Page 119, in the office of the County Clerk of Galveston County, Texas.

**TRACT 16:** The surface only of Lots 1786 to 1789, both inclusive, Lots 1791 to 1817, both inclusive, of Sea Isle, 14th Extension, a Subdivision in Section 12 of the Hall and Jones Survey of Galveston Island, in Galveston County, Texas, according to the map of said Subdivision recorded in Book 1616, Page 121, in the office of the County Clerk of Galveston County, Texas.

The deed to be given in performance of this contract and the BUYER'S right to use the land pending performance of the contract shall contain the following restrictive covenants, easements, reservations, charges and conditions which are part of a general development plat of the land referred to hereinabove and shall run with and bind the land to be conveyed hereunder subject to the right of the then owner of tract under development of which said premises are a part to waive any of the following restrictions for any lot or group of lots when in the opinion of such owner such waiver may be desirable or necessary.

1. No building or other structure shall be used, erected or maintained on the premises for any business or commercial purpose whatsoever except on such lots as are reserved for commercial purposes as from time to time designated by the Grantor.
2. Single family detached type dwellings, only one to be erected on any one lot, shall be permitted, and private garages in harmony with the main dwellings may be erected but must be at least fifty (50) feet from the front line of the lot, except when connected directly with the main dwellings, and such dwelling shall contain not less than six hundred (600) square feet of living area, and every structure or building or addition thereto shall be affixed to the ground in a permanent manner. However, dwellings may be elevated on piles. No rubbish or debris shall be stored or placed thereunder except in enclosed areas and screened from public view. Before any building or structure is erected on any lot, the plans for the same must be approved by the Grantor, its nominee or successors or assigns, or the Architectural Committee.
3. No buildings shall be erected on any lot within twenty (20) feet of the front line of said lot nor within ten (10) feet of the side line of an adjoining lot or street. No septic tank shall be placed or installed within sixty (60) feet of any shore line and no privy vault shall be erected or maintained on the premises, and no tents, Quonset huts or trailers, temporary or portable buildings or structures shall be placed, used or erected on said land, and no animals shall be kept or maintained on the premises except customary and usual household pets.
4. Sewage from all buildings erected on the premises shall be cared for by the owners or occupants by the installation of a septic tank which at all times should be maintained in a proper sanitary condition and shall be in compliance with any applicable State, County or local health or sanitation laws, regulations or ordinances. Installation of septic tank to be approved by Grantor.
5. No signs for advertising purposes shall be erected or maintained on the premises.
6. The premises shall be used for residential purposes only, except for such lots as may from time to time be designated by the Grantor to be for business, recreational or commercial purposes.
7. If the premises abuts or borders on any canal or body of water, the land conveyed shall not include any of the land which is normally flowed or covered by said waters and it is not intended that the deed evidencing such conveyance shall include any riparian rights in and to said waters, or the shore line below the normal high water mark, and no piers, docks or mooring facilities shall be installed, erected or maintained until the plans and specifications for the same have been approved in writing by the Grantor.
8. Each lot included in this conveyance shall be subject to an annual charge of Forty-five (\$45.00) Dollars and the Grantee agrees to pay to the Grantor or its nominee the sum of \$45.00 for each lot annually on the first day of each year hereafter for beach and recreational privileges, whether the same are exercised or not. The title to all land designated as beach or recreation area is expressly retained by the Grantor. The Grantee further agrees that the use of said beaches or recreation areas is subject to approval of the user for membership in SEAWAY BOAT CLUB, INC. as hereinabove provided, and to compliance with the rules and regulations from time to time promulgated by the Grantor, it being understood that the charge for such beach and recreational privileges shall constitute a debt which may be collected by suit in any court of competent jurisdiction, and upon the conveyance of any of the land described herein, successive owner or owners shall, from the time of acquiring title, be held to have consented and agreed to pay the Grantor, all past or future charges, as provided for in this paragraph.  
The Grantor shall be the sole owner of the said charge and lien for beach and recreational privileges and shall maintain beaches and recreation areas in such manner as Grantor shall, in its sole discretion, deem advisable, subject to the advice and recommendations of an advisory committee of property owners in the development of which the demised premises are a part; and the Grantee shall use said beaches and recreational facilities only in accordance with the rules and regulations of the Grantor, and the Grantee does hereby expressly recognize in the Grantor the right to deny the use of said beaches or recreational areas for violation of such rules and regulations without impairing the obligation to pay the charge for the same as herein provided.
9. The Grantor hereby reserves, without further assent or permit from the Grantee, unto itself, or to grant to any public utility company, municipality or water company an easement or a right of way granting the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues, ways on which the land to be conveyed abuts, and also on a ten (10) foot strip of land located in the rear of the lots to be conveyed hereunder, electric light, telephone and telegraph poles and wires; water, sewer, gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Grantor, or any utility company or municipality, be deemed necessary or advisable in connection with the beneficial use of the lots shown on a plat of the land to be conveyed hereunder, and all claims for damages, if any, by the construction, maintenance and repairs thereof, or on account of temporary or other inconvenience caused thereby against the Grantor or any utility company or municipality, or any of its agents or servants, is hereby waived by the Grantee. The Grantor does further reserve the right to change, lay out anew or discontinue any street, avenue or way shown on the plat of development not necessary for ingress or egress to and from the premises to be conveyed hereunder. No dedication of public use of roads, streets, avenues, way or beaches is intended to be made by the conveyance hereunder.
10. Failure to promptly enforce any of the above restrictions, covenants or conditions shall not be deemed a waiver of the right to do so thereafter, and the invalidation of any of the above covenants or restrictions by judgment of any competent court shall in no wise affect any of the other provisions which shall remain in full force and effect.
11. The Grantor shall have the full right and authority to enter upon the land conveyed at any time to ascertain compliance with the above referred to restrictions and shall have the right to institute legal or equitable proceedings to enforce compliance with such restrictions.
12. Grantee at his own expense must keep the premises free from high grass, weeds and rubbish.
12. The water tap is to be inspected and approved by Grantor.

The above referred to restrictions, reservations, covenants and conditions shall be binding upon the respective parties, their heirs, successors and assigns, and pronouns wherever used shall include the feminine or the plural or the singular wherever the context so admits.

EXHIBIT "B"



FILED FOR RECORD  
At 11:29 o'clock A.M  
JUL 23 1968  
GERTRUDE McKENNA  
CLERK OF COUNTY, TEXAS  
*Jan Loure* Deputy

STATE OF TEXAS  
I hereby certify that this instrument was filed on the  
date and time stamped hereon by me and was duly recorded  
in the volume and page of the named records of Galveston  
County, Texas as stamped hereon by me.



JUL 23 1968

*Gertrude McKenna*  
COUNTY CLERK, Galveston County, Texas

DEED OF TRUST  
BOOK 1968 PAGE 843

THE STATE OF TEXAS

BOOK 2074 PAGE 713

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ of \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said \_\_\_\_\_ a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11<sup>th</sup> day of December, 1969.



Walter H. Campbell, Jr.  
Notary Public in and for  
Harris County, Texas

STATE OF TEXAS  
I hereby certify that this instrument was filed on this date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Galveston County, Texas as stamped hereon by me.

DEC 15 1969



George W. McFarland  
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD  
at 11:50 o'clock 2 M  
DEC 15 1969  
GERTRUDE MCKELINA  
CLERK CO. CL. GALVESTON COUNTY, TEXAS  
By George W. McFarland Deputy

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