Ellis Ranch Subdivision Goliad, TX

Ellis Ranch is an exclusive gated community with private road access to each tract, electricity on site, 180° views from multiple tracts, covered with majestic Live Oak trees, towering Elm Trees as well as many other large mature native hardwoods. Loaded with wildlife, wildlife habitat, rolling terrain and spacious open pastureland. Beautiful bright star lite nights and breath-taking views of the countryside.

Ellis Ranch is 7.5 miles Southwest of Goliad, TX (Population: 1649). A short drive into town for groceries, restaurants, gas, hardware stores, schools, etc. *Ellis Ranch* is made up of twenty oversized rural country estates that range from 5.18 acres up to 10.98 acres in size. Its private road access is maintained for all its owners and their guests. Restrictions include but are not limited to: Single family residential use only, two dwellings per tract, minimum 1200 square feet for the first dwelling and 800 square feet for the second dwelling. Maximum building height allowed is two stories (roof top decks are allowed). No mobile homes allowed, on site build only. Tracts cannot ever be subdivided. Prices from \$90,000.00 to \$197,000.00.

ABSOLUTELY THE BEST-LOOKING RURAL COUNTRY ESTATES ANYWHERE AROUND IN SOUTH TEXAS! Shown by appointment only, **Call (512) 350-3532 to make an appointment**.

PHASE I – OPEN NOW!

Tract 9	5.18 ACRES	\$90,000.00
Tract 2	5.77 ACRES	\$101,000.00
Tract 3	5.94 ACRES	\$103,000.00
Tract 8	7.73 ACRES	\$135,000.00
Tract 7	6.53 ACRES	\$115,000.00
Tract 1	10.77 ACRES	\$184,.000.00
Tract 4	10.43 ACRES	\$187,000.00
Tract 5	10.49 ACRES	\$189,000.00
Tract 6	10.98 ACRES	\$197,000.00

Premier Ranch Properties, LLC "Find Yourself Outside."

EXHIBIT A

Restrictions for Ellis Ranch Subdivision

Affected Property: Being a _____acre tract of parcel of land, more or less, situated in Goliad County, Texas, and a being a part of the Ignacio Guajardo Survey Abstract 127, and being also a part of a tract of land called 189.01 acres conveyed to Quest Trust Company IRA #4390911 by deed recorded in Volume _____ at Page _____ of the official Public Records of Goliad County, Texas. Said 189.01 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Restrictions:

- a) The Property may be used only for a residence by a Single Family.
- b) No tract can be subdivided. No exceptions.
- c) No Structure of a temporary character, whether basement, tent, shack, garage (other than barndominiums) or other outbuilding may be maintained or used on the Property at any time as a residence, either temporarily or permanently. Notwithstanding the terms of Section C below, a camper, recreational vehicle, or 5th wheel camper trailer, may be maintained or used on the Property as a temporary residence for a period not to exceed twelve months during the construction of permanent residence on the Property.
- d) Mobile Homes and Off-Site Built Residences. No mobile home, manufactured home, manufactured housing, or house trailer may be maintained on the Property.
- e) Illegal, Noxious, or Offensive Activities. No illegal, noxious, or offensive activity may be carried on upon the Property, nor will anything be done therein which may be or become an annoyance or nuisance to an adjacent property owner.
- f) Storage, Garbage, Refuse and Prohibited Items. The Property may not be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The Property may not be used for the open storage of any unsightly objects or materials whatsoever, which storage is visible from any street or adjacent tract. However, any new building materials used in the construction of residences or structures may be placed upon the Property at the time construction is commenced and may be maintained thereon for a reasonable time, as the time construction progresses without un-due delay, until the completion of the improvements, after which time those materials will wither be removed from the Property or stored in a suitable enclosure on the Property. No leaves, brush or timber, debris, or trash of any nature will be permitted to be placed, disposed of or burned within any street or right-of-way. No household trash or garbage may be burned anywhere on the Property. No dumping or placing of unsightly objects of any kind on the Property is permitted.
- g) Vehicles. No Vehicle will be abandoned on the Property.
- h) Sewage Treatment. No outside toilet will be permitted except during construction of a residence, or for a period not to exceed three days. No sanitary sewage disposal system will be installed on the Property until a permit is issued by the regulatory authority having jurisdiction over same.
- i) Signs. No signs, advertisements, billboards, or advertising structure of any kind may be erected or maintained on the Property except: (i) one professionally made sign not more than five square feet advertising the Property for sale, rent or during residence construction; and (ii) political signage not prohibited by law. Grantors, or Grantors' heirs and assigns, have the right to remove any such sign, which is placed on the Property in violation of these restrictions and in doing so, will not be liable, and are hereby expressly relieved from any liability for trespass or other action in connection therewith, or arising from such removal.

EXHIBIT A

- j) Prohibited Use of Parcel as Roadway. Other than the portions of the Property which contain Poncho Pass and Lefty Lane, the Property, nor any part of the Property may be used as a street, access road, or public thoroughfare without the prior written consent of Grantors, or Grantor's heirs and assigns. No access through the Property is allowable by adjacent property owners, without the express written consent of Grantors, or Grantors' heirs and assigns.
- k) Animals. Provided that such use does not create any condition conflicting with the residential nature of the Property, animals may be raised or kept on the Property. The one exception is pigs. No pigs or hogs may be raised, kept or bred on the Property, except for 4-H or FFA school supervised programs.
- No Commercial Activity. No commercial or professional activity on the Property is permitted except reasonable home use. Without limiting the definition of "reasonable home use" to be considered "reasonable home use", the activity must: (i) not be conducted on the Property owned by someone other than the Owner conducting the activity; (ii) be conducted solely by the owner; (iii) not include any signage or window use of the Parcel for residential purposes. For the purposes of this Section, the term "Owner" includes members of the Owner's Single Family residing in the Residence.
- m) No Renting. No residence or structure on the Property may be rented except for rentals to Single Family as a residence for a term of at least three months.
- n) Exterior Lighting. No Exterior lighting of any sort shall be installed or maintained on the Property where the light source is offensive or a nuisance to adjacent property owners. Furthermore, all exterior lighting within Ellis Ranch Subdivision must comply with "Dark Sky" specifications.
- o) Easements. No easement in the Property may be granted, other than easements for utilities, to include electricity and/or water. Grantee may not grant a utility easement across the Property for the purpose of utility service to an adjacent parcel.
- p) Maintenance. The Property, and all residences and structures must be maintained in a neat, well-maintained and attractive condition at all times.
- q) Utilities. All residences on the Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity.
- r) Single Family. No building may be constructed on the Property other than a maximum of two single family residential dwellings with detached or attached garages or carports. There may also be constructed cabanas, workshops, barns and outbuildings so long as they are of good construction, kept in good repair and are not used for permanent residential purposes. Duplex houses, fourplexes, condominiums or apartment houses are not permitted.
- s) Maximum Height. The maximum height of a residence on the Property is two stories.
- t) Required Area. If the primary residence on the property is built on-site, the primary residence on the Property must have at least 1,200 square of living area within the first story. Any secondary residence which is built on site must have at least 800 square feet of living area with the first story. All porches, garages, guest dwellings and outbuildings and other Structures are excluded from the definition of living area and will not be considered in determining compliance with the minimum square footage requirements set forth above.
- u) The use of firearms and hunting on the property is restricted to the Owners and their guests. Owners and guest shall use reasonable carry in the use thereof not to endanger other property owners, their guest and property. The use thereof shall be subject to State and Federal laws.
- v) Location on Parcel. All Structures must be set back a minimum of 50 feet from any property line of the Property.
- w) Damaged or Destroyed Residences and Structures. Any Residence or Structure that is damaged must be repaired within one year and the Property restored to a clean, orderly and attractive condition. Any residence or structure that is damaged to the extend that repairs are not practicable must be demolished and removed with one year and the Property restored to a clean and attractive condition.

EXHIBIT A

- x) Site location for any water well must be such that any required sanitary easement is provided for and contained solely on the Property. It is the intent hereof to prohibit any water well which might impair or limit in any way whatsoever the use of any adjacent property because of the water well and sanitation requirements related to the same.
- y) Sewage Treatment. No sanitary sewage disposal system will be installed on the Property until a permit is issued by the regulatory authority having jurisdiction over same.
- z) Construction Period. Any residence or structure commenced on the Property will be completed as to exterior finish and appearance within one year of the commencement date.
- aa) Driveways. All driveways must be surfaced with gravel base, concrete or asphalt and must be constructed in a manner which will prevent surface water from flowing on to Poncho Pass and Lefty Lane.

EXHIBIT B

Private Road Maintenance Agreement

This Private Road Maintenance Agreement ("Agreement") is entered into this ____day of _____2023, by and amongst the undersigned parcel owners ("Participating").

A. Poncho Pass and Lefty Lane are private roads situated within the County of Goliad, Texas, as more particularly be metes and bounds as follows (the "Roadway Property"):

Being a 60' Wide Access Easement Situated in Goliad County, Texas and being a part of the ______ Survey and Ignacio Guajardo Survey Abstract 127.

- B. The undersigned Participating Owners are the owners or users of the Roadway Property.
- C. It is understood that the private roadway will be maintained in perpetuity by the property owners of Ellis Ranch Subdivision and that Goliad County will never accept or maintain the private roadway unless it meets the county standards in effect on the date of Goliad County's acceptance thereof. The costs of any improvements, maintenance or repairs required to reach that standard shall be borne by the current landowners at the time of the request for acceptance, not by the developer or Goliad County. Every deed conveying any tract is required to contain a notice to the grantee that the private roadway is exclusive and private to the Owners and their guests. All grantees are required to acknowledge receipt or said notice and of this agreement, that they have read them and accept the conveyance subject to the terms and restrictions therein. Every owner shall have the right and easement in and to the private roadway which shall be appurtenant to and shall pass with the title to the tracts conveyed out the property, subject to the grantor's right to dedicate or transfer all of the roadway to any public agency for purposes grantor might decide and subject to such conditions as may be agreed to by the grantor. No such dedication or transfer shall be effective unless the instrument has been signed by three – quarters (3/4) of the parcel owners agreeing to such dedication or transfer that has been recorded. Grantors make no warranty that the roadway will ever be dedicated since it is the intent to retain private ownership to restrict the use by the public. Every owner and their guests or assignees shall have a right to the use and benefit of the private roadway and utilities easement for ingress and egress to their tract or tracts and utilities passage across or under.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Road Commission Agent.
 - 1.1 A Road Commission Agent shall be elected by a majority of the Participating Owners. The Road Commission Agent will serve a term as agreed to by the Participating Owners and shall be subject to removal by a majority vote of the Participating Owners. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain road surface standards.

EXHIBIT B

1.2 Voting for Road Commission Agent. Each Participating Owner who owns a portion of the Parent Tract shall have one vote. For the purpose of this section, the Parent Tract shall be defined as that certain 189.01 acres of land, more or less, in the ______ Survey, Goliad County, Texas and being more particularly described by metes and bounds in that certain Warranty
Deed
with
. The Road

Commission Agent will serve a term of one year, or as otherwise agreed to by the Participating Owners and shall be subject to removal by a majority vote of the Participating Owners. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain road surface standards.

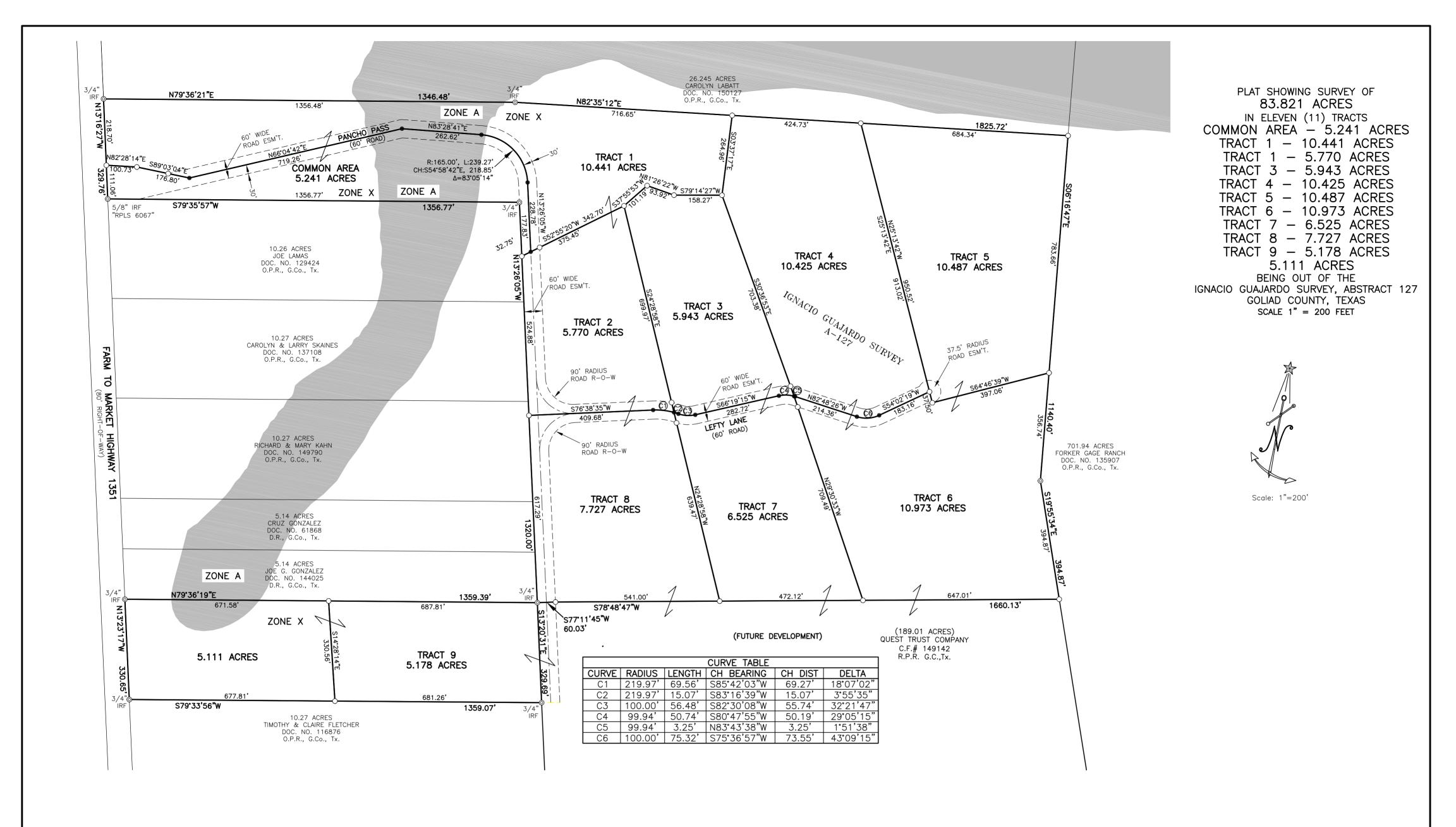
- 1.3 Initial Road Commission Agent. The initial Road Commission Agent shall be Chad Edwards. Chad Edwards will serve as Road Commission until such a time as Quest Trust Company IRA#4390911, no longer has ownership of any tracts within Ellis Ranch Subdivision. Upon such time as no longer owns any of the tracts, the Participating Owners may vote to appoint a new Road Commission Agent. Chad Edwards and/or Quest Trust Company IRA#4390911 may designate a new Road Commission Agent at any time so long as Quest Trust Company IRA#4390911 own at least one tract of Ellis Ranch Subdivision.
- 2. Road Maintenance and Road Improvements. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access, ingress, egress and passage by the Participating Owners and by the emergency vehicles. A majority vote of the Participating Owners is required to approve any proposed road improvements and related contracts with a value in excess of \$1,500.00. Before authorizing expenditures for future road improvements, Participating Owners be notified by the Road Commission Agent, cost estimates will be provided and a majority agreement will be required. A Participating Owner may not perform road maintenance or improvements. In case of emergency a Participating Owner may perform such work and shall be solely responsible for the costs incurred. Reimbursement shall require a majority vote of Participating Owners. All road maintenance shall be conducted in a manner sufficient to allow proper water runoff from Poncho Pass and Lefty Lane and surrounding drainage areas.
- Cost Sharing. Road maintenance and road improvements shall be shared equally amongst the Participating Owners sharing access to the Roadway Property. The Road Commission Agent shall provide the Participating Owners an updated copy of the cost allocations whenever the cost allocation is amended.
- 4. Annual Maintenance Fee.
 - 4.1 Prepayment. Prepayment of maintenance, improvement and emergency fund costs (the "Annual Maintenance Fee") will be made to the Road Commission Agent by each Participating Owner. On or before January 1 of each year, each Participating Owner will contribute their pro-rata share of the estimated annual cost for road maintenance, road improvements and emergency repair funding. The Road Commission Agent shall send each Participating Owner a notice of the annual payment due not less than two weeks prior to the due date.

EXHIBIT B

- 4.2 Initial Annual Maintenance Fee. The initial annual payment for each Participating Owner shall be \$450.00. As time prevails, so do costs associated with the maintenance of the road. Let it deemed that the Annual Maintenance Fee (AMF) will be revaluated annually by the Road Commission Agent and any change in the amount of the AMF will require a majority vote amongst the members.
- 4.3 Late Fees. If a Participating Owners Annual Maintenance Fee is not received by January 1, the Road Commission Agent may, in the sole discretion of the then acting Road Commission Agent, assess \$25.00 late fee for every month during with an Annual Maintenance Fee remains unpaid.
- 5. Tracts or Parcels are not permitted to be subdivided.
- 6. Bank Account, Budget and Annual Report. The Road Commission Agent shall establish and maintain a bank account to hold the funds paid by the Participating Owners and to pay maintenance and improvement costs. All checks or payments issued from the account shall require the approval/signature of the Road Commission Agent. The Road Commission Agent shall also prepare and distribute to the Participating Owners an annual income and expense report and a year end balance sheet, accounting for all funds received and disbursed.
- 7. Effective Term. This Agreement shall be perpetual, shall encumber and run with the land as long as the Roadway Property remains private.
- 8. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
- 9. Amendment. This Agreement may be amended only by three-quarters majority consent of all Participating Owners.
- 10. Enforcement. This Agreement may be enforced by the Road Commission Agent, or any Participating Owner. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.
- 11. Notices. Any notice required herein shall be sent to Participating Owners at the address or email address provided to the Road Commission Agent in writing by the Participating Owner. If an address of a Participating Owner is not known, a certified notice will be mailed to the address to which the Participating Owner's property tax bills are sent.
- 12. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.
- 13. Recording This Document. Original and amended copies of this document, including added signatures, shall be recorded by the Road Commission Agent into the Official Public Records of Goliad County, Texas.

The parties hereto have executed the Agreement effective as of the date written above.





 \bigcirc = Set 5/8" iron rod with surveyers cap stamped "RPLS 5639".

Bearings are GRID, Texas Coordinate System of NAD 1927, South Central Zone. Flood zones shown per graphic scaling of FEMA Flood Insurance Rate Map No.

48175C0275B, effective date October 19, 2010,.

Metes and bounds descriptions were prepared in conjunction with this plat.

There may be existing pipelines not shown on this plat. Use the Texas One Call System to locate pipelines before performing any excavation on this property.



I, Gregory A. Hauger, Registered Professional Land Surveyor of Texas, do hereby state that this plat represents an actual survey completed on the ground February 24, 2023, under my supervision, this the 27th day of April, 2023.

Registered Prof. Land Surveyor

Texas Registration No. 5639

Ellis Ranch Subdivision

Goliad, TX Goliad County

5AC - 10AC Tracts

Call Jay Tinney at (512) 656-8024 or Chad Edwards at (512) 350-3532 with any questions or to set up a showing at your convenience.



<u>Texas Ranch Sales</u> South Texas • Hill Country • Central Texas



- ➢ 5 Acres to 10.9 Acres
- Less than an hour from the Texas Coast
- Huge towering Oak trees
- Private, rural estate setting
- Beautifully designed custom gated entrance
- Electricity on site 200 AMP
- Expansive 180 degree views from multiple tracts
- Lightly restricted No manufactured homes, site built only, 1200 Sq Ft minimum and barndominium friendly!

~45 min. from Victoria, TX ~1 hr. from Corpus Christi, TX ~2 hrs. from San Antonio, TX ~2 hrs. from Houston, TX































































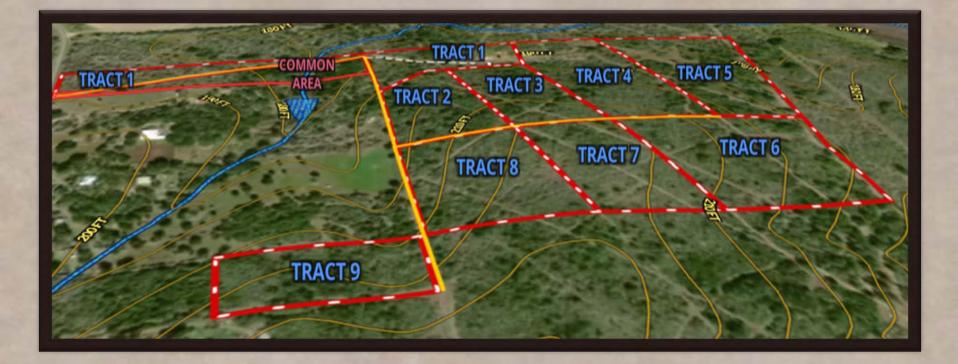


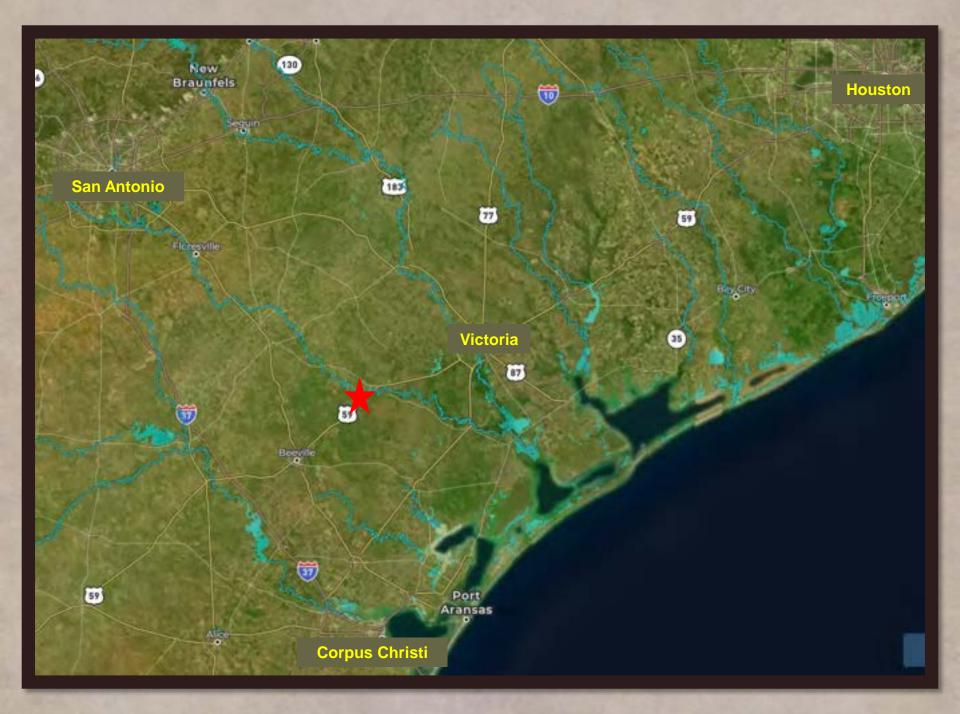












Ellis Ranch Subdivision

Ellis Ranch is an exclusive gated community with private road access to each tract, electricity on site, 180° views from multiple tracts, blanketed in majestic Live Oak trees, towering Elm Trees as well as many other large mature hardwoods. Loaded with wildlife, wildlife habitat, rolling terrain and spacious open pastureland. Beautiful dark star lite nights and breath-taking views of the countryside.

Ellis Ranch is 7.5 miles Southwest of Goliad, TX (population: 1908). A short drive into town for groceries, restaurants, gas, hardware stores, schools, etc. Ellis Ranch is made up of twenty oversized rural country estates that range from 5.18 acres up to 10.98 acres in size. It's private road access is maintained for all it's owners and their guests. Restrictions include but are not limited to: Single family residential use only, two dwellings per tract, minimum 1200 sq ft for the first dwelling and 800 sq ft for the second. Maximum building height allowed is two stories (roof top decks are allowed). No manufactured homes, on site built only...Barndominium friendly!

Absolutely the best-looking rural country estates in South Texas!

Click the following video link to view the stunning ranch:

Ellis Ranch Video