

**CERTIFICATE OF FORMATION  
OF  
INDIGO COMMUNITY FOUNDATION**

**ARTICLE ONE  
NAME**

The name of the corporation is Indigo Community Foundation ("Foundation").

**ARTICLE TWO  
NON-PROFIT CORPORATION**

The Foundation is organized as a non-profit corporation pursuant to the provisions of the Texas Business Organizations Code ("Code").

**ARTICLE THREE  
DURATION**

The period of the Foundation's duration is perpetual.

**ARTICLE FOUR  
PURPOSES AND POWERS**

The Foundation does not contemplate pecuniary gain or profit, direct or indirect and is organized for nonprofit purposes.

(a) By way of explanation and not limitation, the purposes for which the Foundation is formed are:

(i) to be and constitute the "Foundation" to which reference is made in the Community Covenant for Indigo Community Foundation recorded or to be recorded in the Official Public Records of Fort Bend County, Texas, as may be amended ("Community Covenant") established by 300 Acres, LLC, a Texas limited liability company ("Founder"), to perform all obligations and duties of the Foundation, and to exercise all rights and powers of the Foundation, as specified in its corporate bylaws ("Foundation Bylaws"), other governing documents of the Foundation and as provided by law;

(ii) to provide an entity for the furtherance of the interests of the owners of property subject to the Community Covenant; and

(iii) to regulate and manage the community known as Indigo Community ("Community") located in Fort Bend County, Texas in a manner that generates, preserves and enhances a true sense of "community" through the creation and sponsorship of programs, activities, grants and services to facilitate interaction, inclusiveness, involvement, community pride and responsibility, and the sharing of

ideas, common interests, and resources in order to enhance the lifestyle within and contribute to the betterment of the Community and the surrounding area.

(b) In furtherance of the purposes enumerated in the Community Covenant and in this Certificate, and by way of explanation and not limitation, the Foundation may provide, or provide for, activities, services, and programs of a corporation exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code of 1986, as amended (the "IRC"), or the corresponding provision of any future United States internal revenue law. The Foundation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of the Foundation; and the Foundation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(4) of the IRC. If the Board of Trustees of the Foundation (the "Board of Trustees") at any time determines that it is not feasible for, or in the best interest of, the Foundation to be organized as a 501(c)(4) organization, or if tax exempt status is not granted or is revoked, or if the imposition or collection of the Residential Builder Fee or Community Enhancement Fee described in Section 2.2 of the Community Covenant would be a violation of any law, statute or ordinance, the Board of Trustees may organize or reorganize the Foundation, as applicable, as another type of organization (civic, charitable or other) which may or may not have tax-exempt status and which would allow the Foundation to carry out its primary purposes and impose and collect such Residential Builder Fees and Community Enhancement Fees to fund its purposes. Except as limited herein or in the Community Covenant or the Foundation Bylaws, the Foundation shall have the following powers, which, unless indicated otherwise by the Community Covenant or Foundation Bylaws, may be exercised by its Board of Trustees:

(i) all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Texas in effect from time to time;

(ii) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in this Certificate, the Community Covenant or the Foundation Bylaws, including, without limitation, the following:

A. to fix and to collect such fees and charges as are authorized pursuant to the Community Covenant;

B. to facilitate, through organization funding, regulation, management and/or administering, such activities, services, and programs as the Foundation's Board of Trustees determines necessary, desirable, and appropriate to advance the Foundation's purposes and mission;

C. to make grants and contributions to non-profit or tax-exempt entities;

D. to collect contributions, donations, and fees to further the Foundation's purposes;

E. to provide social services, community outreach programs, and perform other charitable functions;

F. to sponsor, regulate and/or manage festivals, and holiday celebrations and activities;

G. to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Foundation, subject to the Community Covenant and the Foundation Bylaws;

H. to borrow money, subject to such limitations as may be set forth in the Community Covenant or the Foundation Bylaws;

I. to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purposes of the Foundation, with or in concert with any other association, property owner's associations, municipal utility, corporation, or other entity or agency, public or private; and

J. to adopt, alter, and amend or repeal such Foundation Bylaws as may be necessary or desirable for the proper management of the affairs of the Foundation; provided, however, such Foundation Bylaws may not be inconsistent with or contrary to any provisions of the Community Covenant.

No substantial part of the Foundation's activities shall be the carrying on of propaganda, or otherwise attempting to influence legislation. The Foundation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

The Foundation shall make no distributions of income to its trustees or officers, except for reimbursement of reasonable expenses and costs as set forth in the Foundation Bylaws.

(c) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article Four are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article Four. None of the objects or purposes set out above shall be construed to authorize the Foundation to do any act in violation of the Code, and all such objects or purposes are subject to the Code.

## **ARTICLE FIVE MEMBERSHIP**

The Foundation is a non-membership corporation.

## **ARTICLE SIX BOARD OF TRUSTEES**



The business and affairs of the Foundation shall be conducted, managed and controlled by the Board of Trustees. The Board of Trustees may delegate its operating authority to such companies, individuals or committees as it, in its discretion, may determine.

The Board of Trustees shall consist of not less than three (3) or more than seven (7) members. The number, method of selection, filling of vacancies, and terms of office for members of the Board of Trustees is set forth in the Foundation Bylaws.

The initial Board of Trustees shall consist of the following three (3) members:

Clayton Garrett	7632 Hammerly Blvd. Houston, Texas 77055
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Scott Snodgrass	7632 Hammerly Blvd. Houston, Texas 77055
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Chad Rochester	26400 Kukendahl Road, Suite C180-233 The Woodlands, Texas 77375
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#### **ARTICLE SEVEN LIMITATION ON LIABILITY OF TRUSTEES**

To the fullest extent permitted by Texas statutes, as the same exist or as they may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitation than permitted prior to such amendment), a trustee of the Foundation shall not be liable to the Foundation for monetary damages for an act or omission in the trustee's capacity as a trustee. Any amendment of this Certificate shall not adversely offset any limitation on the personal liability of a trustee of the Foundation existing at the time of such repeal or amendment.

#### **ARTICLE EIGHT INDEMNIFICATION**

The Foundation shall indemnify its officers, trustees and committee members to the extent required by the Foundation Bylaws. No amendment to or repeal of this Article Eight shall apply to or have any effect on the liability or alleged liability of any trustee of the Foundation for or with respect to any acts or omissions of such trustee, occurring prior to such amendment or repeal.

#### **ARTICLE NINE AMENDMENT**

Except as otherwise allowed by the Code, this Certificate may be amended only with the consent of a majority of the members of the Board of Trustees.

#### **ARTICLE TEN DISSOLUTION**

The Foundation may be dissolved only upon a resolution duly adopted by the Board of Trustees. Upon dissolution, the Foundation's remaining assets, consistent with the laws of the State of Texas, shall be distributed to, or its assets shall be sold and the proceeds distributed to, one or more organizations organized and operating for one or more exempt purposes within the meaning of Section 501(c)(4) of the IRC, or to the federal government, or a state or local government, for a public purpose.

#### **ARTICLE ELEVEN INITIAL REGISTERED OFFICE AND AGENT**

The street address of the Foundation's initial registered office is 206 E. 9th Street, Suite 1300, Austin, Texas 78701 and the name of its initial registered agent at such address is Capitol Services, Inc.

#### **ARTICLE TWELVE ORGANIZER**


The name and address of the organizer is:

Amy Reggio  
5600 W. Lovers Lane, Suite 344-116  
Dallas, Texas 75209

#### **ARTICLE THIRTEEN EFFECTIVE DATE**

This Certificate shall become effective when filed by the Secretary of State for the State of Texas.

EXECUTED this 20<sup>th</sup> day of May, 2022.

  
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Amy Reggio, Organizer

TRANSMISSION VERIFICATION REPORT

TIME : 05/20/2022 04:42  
NAME :  
FAX :  
TEL :  
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