



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 4 Fee: \$27.00

SECOND SUPPLEMENTAL DECLARATION

TO

COMMUNITY COVENANT FOR INDIGO COMMUNITY FOUNDATION

(Indigo Sec. 2A)

THIS SECOND SUPPLEMENTAL DECLARATION TO COMMUNITY COVENANT FOR INDIGO COMMUNITY FOUNDATION (this "Second Supplemental Declaration") is made by 300 ACRES, LLC, a Texas limited liability company (the "Founder") and will be effective on the Effective Date, hereinafter defined. Capitalized terms used in this Second Supplemental Declaration which are not defined shall have the meanings given to such terms in the Community Covenant for Indigo Community Foundation recorded on July 5, 2022, in the Real Property Records of Fort Bend County, Texas as Document No. 2022089088, as amended by the First Amendment to Community Covenant for Indigo Community Foundation recorded on March 19, 2024, in the Real Property Records of Fort Bend County, Texas as Document No. 2024024947, as amended by the Second Amendment to Community Covenant for Indigo Community Foundation recorded on October 15, 2024, in the Real Property Records of Fort Bend County, Texas as Document No. 2024100514, as supplemented by Supplemental Declaration to Community Covenant for Indigo Community Foundation recorded on October 15, 2024, in the Real Property Records of Fort Bend County, Texas as Document No. 2024100517, and as may be further amended and supplemented (collectively hereafter, the "Community Covenant").

RECITALS:

- A. Founder currently owns portions of the Community Property.
- B. Per Section 4.1 of the Community Covenant, so long as the Founder owns any portion of Community Property, the Founder may annex real property into the Community through a supplement to the Community Covenant.
- C. The Founder desires to annex real property into the Community Property and subject such real property to the terms of the Community Covenant.
- D. It is Founder's intent that this Second Supplemental Declaration fully complies with Section 4.1 of the Community Covenant.
- E. The Founder desires to annex into the Community Property, the real property containing 29.08 acres described on Exhibit A to this Second Supplemental Declaration which is known as "Indigo Sec. 2A" (hereinafter "Sec. 2A Annexed Property"), and upon recordation of this Second Supplemental Declaration in the Real Property Records, the Community Covenant and any other documents governing the Community Property or Foundation, unless otherwise expressly stated in such other governing documents, shall automatically apply to the Sec. 2A Annexed Property.

NOW, THEREFORE, for and in consideration of the Community Property and Sec. 2A Annexed Property, and subject to this Second Supplemental Declaration, the Founder hereby declares as follows:

1. **Legal Description of Sec. 2A Annexed Property**. The Sec. 2A Annexed Property subject to this Second Supplemental Declaration is described on Exhibit A attached to this Second Supplemental Declaration, which exhibit is incorporated herein by this reference for all intents and purposes.

2. **Annexation of Sec. 2A Annexed Property.** The Sec. 2A Annexed Property is hereby annexed into the Community Property and is made subject to the Community Covenant and any other documents governing the Community Property or Foundation (unless otherwise expressly stated in such governing documents), and the jurisdiction of Foundation, and shall be held, transferred, sold, used, occupied and conveyed subject to the covenants, restrictions, easements, charges, assessments and liens set forth in this Second Supplemental Declaration, Community Covenant, such other governing documents, and any other dedicatory instruments recorded in the Real Property Records affecting or applicable to the Community Property or the Foundation (all of which documents are hereby incorporated herein by this reference for all intents and purposes).
3. **Effective Date.** This Second Supplemental Declaration shall be effective upon its recordation in the Real Property Records (the "Effective Date"). For so long as Founder owns Community Property it may amend this Second Supplemental Declaration following Section 4.1 of the Community Covenant.
4. **No Other Changes.** Except as expressly set forth in this Second Supplemental Declaration, there are no other changes, amendments or modifications to the Community Property, Community Covenant or other governing documents for the Community Property or Foundation, and the Community Covenant and other governing documents for the Community Property or Foundation shall remain in full force and effect.

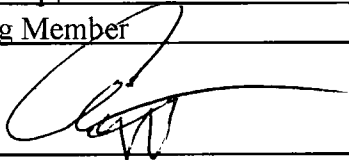
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IN WITNESS WHEREOF, Founder has duly executed this Second Supplemental Declaration to Community Covenant for Indigo Community Foundation, on the date provided below, and this Second Supplemental Declaration shall be effective on the Effective Date.

FOUNDER:

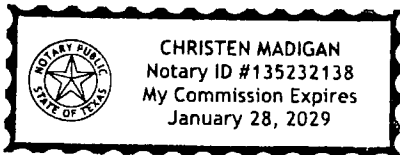
300 Acres, LLC
a Texas limited liability company


By: Edible Group, LLC
Its: Managing Member

By: 
Clayton S. Garrett, President

STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 20th day of January, 2026, by Clayton S. Garrett, the President of Edible Group, LLC as Managing Member of 300 Acres, LLC, a Texas limited liability company.




Notary Public, State of Texas

ATTACHMENT:

Exhibit A – Legal Description of Sec. 2A Annexed Property

EXHIBIT A

TO

**SECOND SUPPLEMENTAL DECLARATION
TO
COMMUNITY COVENANT FOR INDIGO COMMUNITY FOUNDATION**

Legal Description of Sec. 2A Annexed Property

All 164 Lots, 17 Reserves and 9 Blocks according to the INDIGO SEC. 2A FINAL PLAT recorded in the Official Public Records of Fort Bend County, Texas on December 2, 2025, as Document No. 20250299.