



SECOND SUPPLEMENTAL DECLARATION
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
INDIGO RESIDENTIAL COMMUNITY

THIS SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIGO RESIDENTIAL COMMUNITY (this "Second Supplemental Declaration") is made by 300 ACRES, LLC, a Texas limited liability company (the "Residential Declarant") 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 Declaration of Covenants, Conditions and Restrictions for Indigo Residential Community recorded on July 5, 2022, in the Real Property Records of Fort Bend County, Texas as Document No. 2022089355, as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Indigo Residential Community recorded on March 19, 2024, in the Real Property Records of Fort Bend County, Texas as Document No. 2024024948, as amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Indigo Residential Community recorded on August 27, 2024, in the Real Property Records of Fort Bend County, Texas as Document No. 2024083066, as amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Indigo Residential Community recorded on October 15, 2024, in the Real Property Records of Fort Bend County, Texas as Document No. 2024100513, as supplemented by Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Indigo Residential Community recorded on October 15, 2024, in the Real Property Records of Fort Bend County, Texas as Document No. 2024100518, and as may be further amended and supplemented (collectively hereafter, the "Residential Declaration").

RECITALS:

- A. Residential Declarant currently possesses all rights, title and interest as Residential Declarant under the Residential Declaration and the Development Period has not terminated or expired, and Residential Declarant currently possesses all Development Rights described thereunder.
- B. According to Article XI of the Residential Declaration, at any time until the expiration of the Development Period, Residential Declarant may add real property as Annexed Property to the Residential Property by way of a Supplemental Declaration and make such Annexed Property subject to the Residential Governing Documents.
- C. Pursuant to Article XI of the Declaration, upon the recordation of this Second Supplemental Declaration in the Real Property Records, the covenants and restrictions contained in the Residential Declaration and the Residential Governing Documents shall automatically apply to the Annexed Property subject to this Second Supplemental Declaration in the same manner that such covenants and restrictions apply to all other portions of the Residential Property or in such other manner as expressly stated in this Second Supplemental Declaration.
- D. It is Residential Declarant's intent that this Second Supplemental Declaration fully complies with Section 2.5 of the Residential Declaration.

- E. Residential Declarant desires to annex into the Residential Property, as Annexed 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”).

NOW, THEREFORE, for and in consideration of the Residential Property and Sec. 2A Annexed Property, and subject to this Second Supplemental Declaration, Residential Declarant, 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 Residential Property and is made subject to the Residential Declaration and Residential Governing Documents and the jurisdiction of Residential Association, 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, Residential Declaration, the Residential Governing Documents and, unless expressly stated otherwise, any other dedicatory instruments recorded in the Real Property Records affecting or applicable to the Residential Property or the Residential Association (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”). Residential Declarant may amend this Second Supplemental Declaration during the Development Period in connection with the exercise of a Development Right according to the Residential Declaration or to include any conditions or restrictions that apply to the Sec. 2A Annexed Property which are not included in the Residential Declaration or other Residential Governing Documents.
4. **No Other Changes**. Except as expressly set forth in this Second Supplemental Declaration, there are no other changes, amendments or modifications to the Residential Property, Residential Declaration or other Residential Governing Documents, and the Residential Declaration and other Residential Governing Documents shall remain in full force and effect.

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IN WITNESS WHEREOF, Residential Declarant has duly executed this Second Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Indigo Residential Community, on the date provided below, and this Second Supplemental Declaration shall be effective on the Effective Date.

RESIDENTIAL DECLARANT:

300 Acres, LLC
a Texas limited liability company

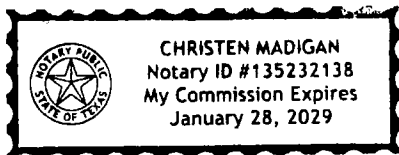
By: Edible Group, LLC

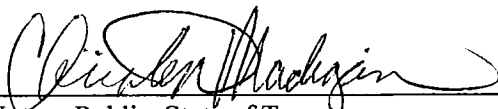
Its: Managing Member

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
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
INDIGO RESIDENTIAL COMMUNITY

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.