

RICE FIELD OWNERS ASSOCIATION, INC.
COLLECTION POLICY AND PAYMENT PLAN GUIDELINES

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

WHEREAS, the property encumbered by this Collection Policy and Payment Plan Guidelines (the "Policy") is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Rice Field at Plano Arts, which has been or will be recorded in the Official Public Records of Collin County, Texas, s same has been or may be amended and supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Rice Field Owners Association, Inc. (the "Association"); and

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of Directors (the "Board") of the Association hereby adopts this Policy for the purposes of establishing a uniform and systematic procedure to collect assessments and other charges of the Association and identify the guidelines under which owners may request an alternative payment schedule for certain assessments; and

WHEREAS, the Board has determined that it is in the best interest of the Association to adopt this Policy.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt these Collection Policy and Payment Plan Guidelines, which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy or guidelines that address the subjects contained herein.

I. COLLECTION POLICY

1. ASSESSMENT PERIOD

The Board has the duty of establishing and adopting an annual budget, in advance, for each calendar year of the Association covering the estimated costs of operation of the Association during each year.

2. NOTICE

The Board shall fix the amount of the annual or monthly assessment against each lot for the following year and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Upon completion of the roster, written notice of the assessment due may be sent to every owner subject to the assessment. An owner may not escape liability or be entitled to a deferral of interest, fines or collection costs with regard to delinquent assessments on the basis of such owner's failure to receive notice, if such notice was sent via regular mail and/or via certified mail return receipt requested to the most recent address of the owner according

to the records of Association. Each owner shall have the obligation to notify the Association in writing of any change in address which shall become effective five days after written notice has been received.

3. DUE DATE

All assessments are due and payable on an annual basis, as determined by a majority of the Board for that assessment year. If any assessment due the Association is not paid on the date when due, then such assessment shall become delinquent thirty (30) days after the due date if payable annually, or on the due date established by the Board if the payment period is other than payable annually. Charges disputed by an owner are considered delinquent until such time as they are paid in full.

Payments received after the due date are considered delinquent and the entire amount due may be transferred to a Payment Plan as set forth in Section II of this Policy.

4. INTEREST

If the assessment is not paid when due, the assessment shall bear interest from the due date at the rate set forth in the Declaration until the assessment is paid in full.

5. DELINQUENCY NOTIFICATION

The Association may cause to be sent one or more of the following notification(s) to delinquent owners:

- a. PAST DUE NOTICE: In the event that an assessment account balance remains unpaid after the due date (or there is a default on a Payment Plan entered into prior to the Past Due Notice), a Past Due Notice may be sent via regular mail to each owner with a delinquent account setting forth all assessments, interest and other amounts due, including any late fees that may be charged by the Association. The Past Due Notice will contain a statement that the entire remaining unpaid balance of the assessment is due, including any previously imposed late fees, and that the owner is entitled to a Payment Plan as set forth in Section II of this Policy. **In the event an owner chooses to enter a Payment Plan, a monthly charge may be added to each delinquent owner's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full.**

- b. FINAL NOTICE: In the event an assessment account balance remains unpaid after the due date (or there is a default on a Payment Plan entered into prior to the Final Notice), a Final Notice may be sent via certified mail to each delinquent owner. The Final Notice may be also sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the owner's last known address as shown on the Association's records, as well as by any other method that the Board determines that the Final Notice may be received by the owner. The Final Notice will set forth the following information and the result of failure to pay, including an explanation of:
 - 1) AMOUNTS DUE: All delinquent assessments, interest and other amounts due, including any late fees that may be charged by the Association, and the total amount of the payment required to make the account current;
 - 2) OPTIONS: If the owner has a right to a Payment Plan, as set forth below, the options the owner has to avoid having the account turned over to a collection agent or legal

counsel, including information regarding availability of a payment plan through the Association;

- 3) PERIOD TO CURE: A period of at least thirty (30) days for the owner to cure the delinquency before further collection action is taken;
- 4) HEARING: Owners shall be given notice and opportunity for a hearing before the Board. A hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the date the Final Notice is mailed to the owner.

If a hearing is requested within 30 days from the date the Final Notice is mailed to the owner, further collection procedures are suspended until the hearing process is completed. The Board shall set a hearing date not later than 30 days after receipt of owner's request for a hearing. Either party may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board;

- 5) PAYMENT PLAN: The Final Notice will contain a statement that the entire remaining unpaid balance of the assessment, including any previously imposed late fees, is due and that the owner is entitled to a Payment Plan as set forth in Section II of this Policy. **In the event an owner chooses to enter a Payment Plan, a monthly charge may be added to each delinquent owner's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full;**
 - 6) COMMON AREA RIGHTS SUSPENSION: If a hearing is not requested within 30 days from the date the Final Notice is mailed to the owner, the owner's use of recreational facilities and common properties may be suspended; and
 - 7) MILITARY NOTICE: If the owner is serving on active military duty, the owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act.
- c. TURNOVER TO COLLECTION AGENT/ATTORNEY: If a Final Notice is sent to an owner and a hearing is not requested within 30 days from the date the Final Notice is mailed to the owner, member privileges may be suspended, the account may be sent to a collection agent and/or the Association's attorney for collection and any fees and expenses may be charged to the owner's assessment account.

6. REFERRAL OF ACCOUNT TO ASSOCIATION'S ATTORNEY

Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the delinquent owner for a money judgment, instituting an expedited foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

As a prerequisite to foreclosure of the Association's lien, either the Association's attorney or the Association will send notification via certified mail to any holder of a lien of record on the owner's property whose lien is inferior or subordinate to the Association's lien as evidenced by a deed of trust. The notification may be also sent by any method of mailing for

which evidence of mailing is provided by the United States Postal Service or a common carrier, as well as by any other method that the Board determines that the notification may be received by such lien holder(s). Said notice will provide such lien holder with the total amount of the delinquency giving rise to the foreclosure and an opportunity to cure before the sixty-first (61st) day after the day the notice is mailed.

In the event the Association has determined to foreclose its lien provided in the Declaration, and to exercise the power of sale thereby granted, such foreclosure shall be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code.

7. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

8. REQUIRED ACTION

Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

9. PAYMENTS RETURNED NON-SUFFICIENT FUNDS

An owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non-Sufficient Funds (NSF) or stop payment order. The amount of the service charge assessed will be the customary amount charged.

II. PAYMENT PLAN

The Association hereby establishes a Payment Plan schedule by which an owner may make partial payments to the Association for delinquent assessments, or any other amount owed to the Association without accruing additional monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the Payment Plan. Any late fees imposed prior to a request for a Payment Plan may be made part of such Payment Plan at the discretion of the Board. The Payment Plan Schedule is as follows:

1. The term for the Payment Plan shall be determined at the discretion of the Board, but shall be no less than 3 months;
2. A Payment Plan may require equal monthly payments based on the number of months for such Payment Plan, with each payment due on the first day of each month;
3. Failure to pay the first monthly payment of the delinquent amount shall be considered a default of the Payment Plan;
4. An owner, upon written request, may request a longer period of time;
5. The Association is not required to enter into a Payment Plan with an owner who failed to honor the terms of a previous Payment Plan during the two (2) years following the owner's default under a previous Payment Plan;
6. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan;

7. The Association is not required to offer a Payment Plan to an owner after the 30 day period to cure the delinquency has expired;
8. The Association is not required to allow an owner to enter into a payment plan more than once in any 12-month period

III. APPLICATION OF PAYMENTS

- A. Except as provided in subsection B immediately below, a payment received by the Association shall be applied in the following order of priority:
 1. Any delinquent assessment;
 2. Any current assessment;
 3. Attorney's fees or third party collection costs incurred by the Association associated solely with assessments or other charge that can be the basis of foreclosure;
 4. Attorney's fees not subject to "3" above;
 5. Fines;
 6. Any other amount owed to the Association.
- B. If/when an owner defaults on a Payment Plan, the remaining delinquent amount will become due in full and the Association may begin further collection action as set out above. Any payment(s) received by the Association after such default of a Payment Plan shall be applied in the following order of priority:
 1. Costs;
 2. Attorney fees;
 3. Interest;
 4. Late fees;
 5. Delinquent assessments;
 6. Current assessments; and
 7. Fines

As to each category identified in this subsection B, payment shall be applied to the most-aged charge first. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said owner's account.

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CERTIFICATION

I hereby certify that, as Secretary of the Rice Field Owners Association, Inc., the foregoing Collection Policy and Payment Plan Guidelines was approved on the 18 day of JANUARY, 2017, at a meeting of the Board of Directors at which a quorum was present.

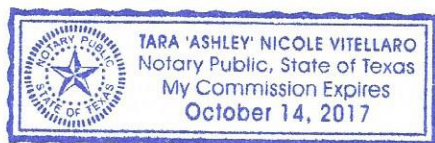
DATED, this the 18 day of JANUARY, 2017.

Brian East
BRIAN EAST, Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, on this day personally appeared BRIAN EAST, the Secretary of the Rice Field Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 18th day of JANUARY, 2017.



Tara Ashley Vitellaro
Notary Public – State of Texas

After Recording Please Return To:
Stephanie L. Quade
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

RICE FIELD OWNERS ASSOCIATION, INC.
DISPLAY OF RELIGIOUS ITEMS POLICY

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

WHEREAS, the property encumbered by this Display of Religious Items Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Rice Field at Plano Arts, which has been or will be recorded in the Official Public Records of Collin County, Texas, s same has been or may be amended and supplemented from time to time (“Declaration”), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Rice Field Owners Association, Inc. (the “Association”); and

NOW THEREFORE, pursuant to the authority granted in Section 202.018 of the Texas Property Code, the Board of Directors (the “Board”), hereby adopts this Display of Religious Items Policy (“Policy”), which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

DISPLAY OF RELIGIOUS ITEMS

Owners and residents are generally permitted to display or affix one or more religious items on the entry to their dwelling, the display of which is motivated by the owner’s or resident’s sincere religious belief.

The display or affixing of a religious item on the entry to the owner’s or resident’s dwelling is prohibited under the following circumstances:

1. The item threatens the public health or safety;
2. The item violates a law;
3. The item contains language, graphics or any display that is patently offensive to a passerby;
4. The item is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner’s or resident’s dwelling; and
5. The item, individually or in combination with other religious item(s) displayed or affixed on the entry door or door frame, has a total size of greater than 25 square inches.

The Association, pursuant to Section 202.018 of the Texas Property Code, may remove an item displayed in violation of this Policy.

This Policy in no way authorizes an owner or resident to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the Declaration.

CERTIFICATION

I hereby certify that, as Secretary of the Rice Field Owners Association, Inc., the foregoing Display of Religious Items Policy was approved on the 18 day of JANUARY, 2017, at a meeting of the Board of Directors at which a quorum was present.

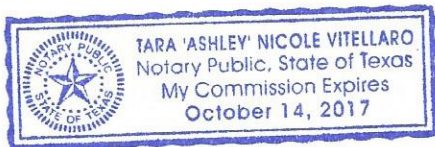
DATED this the 18 day of JANUARY, 2017.

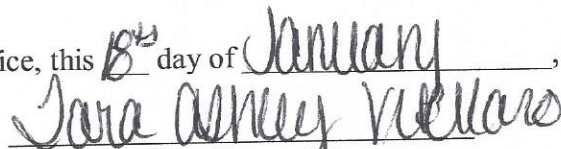

BRIAN EAST, Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, on this day personally appeared BRIAN EAST the Secretary of the Rice Field Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 18th day of January, 2017.




Notary Public – State of Texas

After Recording Please Return To:
Stephanie L. Quade
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

RICE FIELD OWNERS ASSOCIATION, INC.
DOCUMENT RETENTION POLICY

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

WHEREAS, the property encumbered by this Document Retention Policy (“Policy”) is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Rice Field at Plano Arts, which has been or will be recorded in the Official Public Records of Collin County, Texas, s same has been or may be amended and supplemented from time to time (“Declaration”), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Rice Field Owners Association, Inc. (the “Association”); and

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of Directors (the “Board”) of the Association hereby adopts this Policy for the purposes of prescribing the document retention policy pursuant to Section 209.005 of the Texas Property Code; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish this Policy concerning the retention of records of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Document Retention Policy, which shall run with the land and be binding on all owners and lots within the subdivision. This Policy shall become effective upon recording of same. After the effective date, this Policy shall replace any previously recorded or implemented policy that addresses the subjects contained herein.

This Policy provides for the future systematic review, retention, and destruction of documents received or created by the Association in connection with the transaction of the Association’s business. This Policy covers all records and documents, regardless of physical form, and contains guidelines for how long certain documents should be kept and how records should be destroyed.

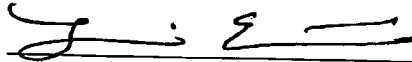
The Association retains specific documents for the time periods outlined in the attached Exhibit “A.” Documents that may not be specifically listed will be retained for the time period of the documents most closely related to those listed in the schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the attached Exhibit “A” will be maintained for the identified time period.

The Custodian of Records of the Association is responsible for the ongoing process of identifying the Association’s records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

CERTIFICATION

I hereby certify that, as Secretary of the Rice Field Owners Association, Inc., the foregoing Document Retention Policy was approved on the 18 day of JANUARY, 2017, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 18 day of JANUARY, 2017.

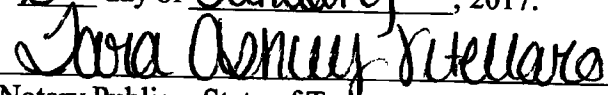


BRIAN EAST, Secretary

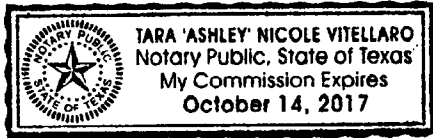
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, on this day personally appeared BRIAN EAST, the Secretary of the Rice Field Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 18th day of January, 2017.



Notary Public – State of Texas



After Recording Return To:
Stephanie Quade
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

EXHIBIT "A"
DOCUMENT RETENTION POLICY

DOCUMENT TYPE	DEFINED	TIME PERIOD	EXCEPTION
Account Records of Current Owners	Member assessment records	Five (5) years	Unless period of ownership exceeds five (5) years, then retain last five (5) years.
Audit Records	Independent Audit Records	Seven (7) years	
Bylaws	And all amendments	Permanently	
Certificate of Formation	And all amendments	Permanently	
Contracts	Final contracts between the Association and another entity.	Later of completion of performance or expiration of the contract term plus four (4) years	
Financial Books & Records	Year End Financial Records and supporting documents	Seven (7) years	
Minutes of Board & Owners Meetings	Board minutes and written consents in lieu of a meeting; Annual member meetings	Seven (7) years	
Restrictive Covenants	And all amendments	Permanently	
Tax Returns	Federal and State Income, Franchise Tax Returns and supporting documentation	Seven (7) years	

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
01/19/2017 08:33:46 AM
\$34.00 DFOSTER
20170119000079440



Stacey Kemp

RICE FIELD OWNERS ASSOCIATION, INC.
STANDBY ELECTRIC GENERATOR POLICY

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

WHEREAS, the property encumbered by this Standby Electric Generator Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Rice Field at Plano Arts, which has been or will be recorded in the Official Public Records of Collin County, Texas, s same has been or may be amended and supplemented from time to time (“Declaration”), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Rice Field Owners Association, Inc. (the “Association”); and

WHEREAS, any reference made herein to approval by the Architectural Review Committee (“ARC”), means prior written approval by the ARC.

NOW THEREFORE, pursuant to the authority granted in Section 202.019 of the Texas Property Code, the Board of Directors (the “Board”), hereby adopts this Standby Electric Generator Policy (“Policy”), which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

I. DEFINITION

For purposes of this Policy, "Standby Electric Generator" shall mean a device that converts mechanical energy to electrical energy and is:

1. Powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen;
2. Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
3. Connected to the main electrical panel of a residence by a manual or automatic transfer switch; and
4. Rated for a generating capacity of not less than seven kilowatts.

II. PARAMETERS FOR APPROVAL

The installation and operation of permanently installed Standby Electric Generators are permitted, subject to approval by the ARC, under the following parameters:

1. Standby Electric Generators must be installed and maintained in compliance with:
 - (a) the manufacturer’s specifications; and
 - (b) applicable governmental health, safety, electrical, and building codes;

2. All electrical, plumbing, and fuel line connections for Standby Electric Generators shall be installed only by licensed contractors;
3. All electrical connections for Standby Electric Generators shall be installed in accordance with applicable governmental health, safety, electrical, and building codes;
4. All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for Standby Electric Generators shall be installed in accordance with applicable governmental health, safety, electrical, and building codes;
5. All liquefied petroleum gas fuel line connections for Standby Electric Generators shall be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes;
6. Nonintegral Standby Electric Generator fuel tanks shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes;
7. All Standby Electric Generators and their electrical lines and fuel lines shall be maintained in good condition;
8. Any deteriorated or unsafe component of a Standby Electric Generator, including electrical or fuel lines, shall be repaired, replaced, or removed, as appropriate;
9. A Standby Electric Generator shall be screened if it is:
 - (a) visible from the street that the residence faces;
 - (b) located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Association; or
 - (c) located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association;
10. Periodic testing of Standby Electric Generators should be in accordance with the manufacturer's recommendations, and shall occur no more than once a month, between the hours of 10:00 a.m. and 4:00 p.m.
11. The preferred location for Standby Electric Generators is:
 - (a) at the side or back plane of the home;
 - (b) outside of any easements located upon such lot; and
 - (c) outside of all side setback lines for such lot.

However, in the event that the foregoing preferred location either (i) increases the cost of installing the Standby Electric Generator by more than 10 percent, or (ii) increases the cost of installing and connecting the electrical and fuel lines for the standby electric generator by more than 20 percent, then the Standby Electric Generator shall be located on the lot in a position that complies as closely as possible with the preferred location without violating either (i) or (ii) noted herein.

III. PROHIBITIONS

1. Standby Electric Generators shall not be used to generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.
2. Owners are prohibited from locating Standby Electric Generators on property owned or maintained by the Association.

IV. ARC APPROVAL

Owners are required to obtain written approval from the ARC prior to the installation of a Standby Electric Generator. The submission of plans must include a completed application for ARC review, a site plan showing the proposed location of the Standby Electric Generator, the type of screening to be used (if required as noted in Article II), and a copy of the manufacturer's brochures. The Association may not withhold approval of a Standby Electric Generator if the proposed installation meets or exceeds the provisions set forth in Article II.

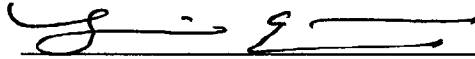
Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

This Standby Electric Generator Policy does not apply to property that is owned or maintained by the Association.

CERTIFICATION

I hereby certify that, as Secretary of the Rice Field Owners Association, Inc., the foregoing Standby Electric Generator Policy was approved on the 18 day of JANUARY, 2017, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 18 day of JANUARY, 2017.




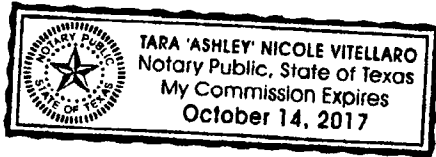
BRIAN EAST, Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, on this day personally appeared BRIAN EAST, the Secretary of the Rice Field Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 18th day of January, 2017.


Tara Ashley Vitellaro
Notary Public – State of Texas



After Recording Please Return To:

Stephanie L. Quade
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
01/19/2017 08:34:30 AM
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20170119000079450





RICE FIELD OWNERS ASSOCIATION, INC.
FLAG DISPLAY POLICY

STATE OF TEXAS §
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COUNTY OF COLLIN §

WHEREAS, the property encumbered by this Flag Display Policy (“Policy”) is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Rice Field at Plano Arts, which has been or will be recorded in the Official Public Records of Collin County, Texas, s same has been or may be amended and supplemented from time to time (“Declaration”), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Rice Field Owners Association, Inc. (the “Association”); and

WHEREAS, any reference made herein to approval by the Architectural Review Committee (“ARC”), means prior written approval by the ARC.

NOW THEREFORE, pursuant to the authority granted in Section 202.012 of the Texas Property Code, the Board of Directors (“Board”), hereby adopts this Policy, which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

I. FLAG DISPLAY

The display of flags is permitted under the following parameters:

A. NUMBER OF FLAGPOLES

Owners may have a total of one (1) flagpole per lot.

B. TYPES OF FLAGS

The following flags may be displayed in accordancce with this Policy:

1. United States flag
2. Texas flag
3. Official or replica flag of a branch of the United States armed forces

C. TYPE/LOCATION OF FLAGPOLE

1. The flagpole may be either freestanding or mounted to the residential structure under the following parameters:
 - a. A freestanding flagpole:
 - (i) must not be taller than twenty feet (20’) when measured from the ground level (including the pole ornamentation);

- (ii) must be mounted on an appropriate footing;
 - (iii) is subject to ARC approval and any and all applicable zoning ordinances, easements and setbacks of record; and
 - (iv) may be placed in either:
 - (a) the back yard (preferred location); or
 - (b) the front yard, if the lot has a front building setback line with a setback of not less than 15 feet, extending the full width of the lot between the front lot line and the front building setback line. If front building setbacks of record are greater than 15 feet, then the greater setbacks will control.
- b. A flagpole mounted to the residential structure:
- (i) must be no greater than five feet (5') in length; and
 - (ii) may be attached to the front or rear of the residential structure.
2. Owners are prohibited from placing a flagpole within an easement on an owner's lot, or in a location that encroaches on a setback on an owner's lot;
 3. Owners are prohibited from locating a flag or flagpole on property owned or maintained by the Association; and
 4. Owners are prohibited from locating a flag or flagpole on property owned in common by the members of the Association.

D. MATERIALS, MAINTENANCE AND ETIQUETTE

1. All flagpoles must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
2. All flagpoles must be installed per the manufacturer's guidelines;
3. All flags and flagpoles must be properly maintained at all times, including, but not limited to, immediate replacement of faded, frayed or torn flags and replacement of poles that are scratched, bent, rusted, faded, leaning or damaged in any way;
4. The size of the flag must be appropriate for the length of the flagpole, and the ARC shall have sole discretion as to this determination;
5. Flagpole halyards must be securely fastened at all times and must not make noise under any conditions;
6. Telescoping flagpoles must not make noise under any conditions;

7. The United States flag must be displayed in accordance with federal law, and the Texas flag must be displayed in accordance with Texas state law;
8. If evening display of the flag is desired, the flag may be lit from the base of the flagpole (maximum of two bulbs) with a total of no more than 150 watts. The light must shine directly up at the flag, and cannot cause any type of light spillover onto adjoining properties. All exterior lighting must be submitted to the ARC for prior approval;
9. Flags must be attached to a flagpole in order to be displayed; and
10. A flagpole mounted to the residential structure must be removed from view when no flag is displayed.

II. ARC APPROVAL

A. MOUNTED FLAGPOLES

A flagpole mounted to a residential structure does not require approval from the ARC if it complies with the terms of this Policy.

B. FREESTANDING FLAGPOLES

1. Freestanding flagpoles require prior written approval from the ARC. Completed applications must be submitted to the ARC in accordance with the following:
 - a. If a back yard location is desired, an application must be submitted with a copy of the applicable plat or survey showing the proposed location of the freestanding flagpole along with pictures showing the location of the improvement and the manufacturer's brochures or sample of material, if applicable;
 - b. If a front yard location is desired, an application must be submitted with a copy of the applicable plat and/or survey indicating the front lot line, front building setback line, and proposed location of the freestanding flagpole, along with pictures showing the location of the improvement and the manufacturer's brochures or sample of material, if applicable;
 - c. Locations closer to the dwelling are typically preferred; and
 - d. Regardless of desired location, the color of the materials being used in relation to house color, the location of the flagpole in relation to the dwelling and any noise created are of specific concern.

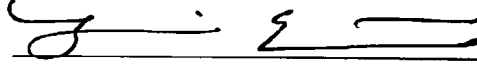
Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

This Flag Display Policy does not apply to property that is owned or maintained by the Association.

CERTIFICATION

I hereby certify that, as Secretary of the Rice Field Owners Association, Inc., the foregoing Flag Display Policy was approved on the 18 day of JANUARY, 2017, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 18 day of JANUARY, 2017.

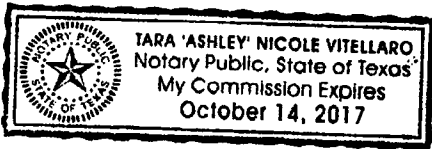


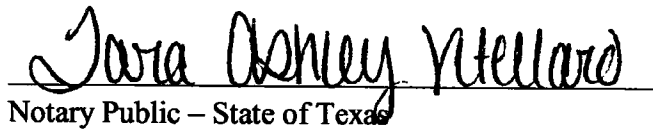
BRIAN EAST, Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, on this day personally appeared BRIAN EAST, the Secretary of the Rice Field Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 18th day of January, 2017.




Notary Public – State of Texas

After Recording. Return To:
Stephanie L. Quade
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
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RICE FIELD OWNERS ASSOCIATION, INC.
RAIN BARREL POLICY

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

WHEREAS, the property encumbered by this Rain Barrel Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Rice Field at Plano Arts, which has been or will be recorded in the Official Public Records of Collin County, Texas, s same has been or may be amended and supplemented from time to time (“Declaration”), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Rice Field Owners Association, Inc. (the “Association”); and

WHEREAS, any reference made herein to approval by the Architectural Review Committee (“ARC”), means prior written approval by the ARC.

NOW THEREFORE, pursuant to the authority granted in Section 202.007(d) of the Texas Property Code, the Board of Directors (the “Board”), hereby adopts this Rain Barrel Policy (“Policy”), which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

An application must be submitted for review by the ARC, and formal written approval from the ARC shall be required before installation may begin.

I. RAIN BARRELS

A. Prohibited Rainwater Harvesting Systems/Rain Barrels

Rainwater harvesting systems or rain barrels (collectively referred to herein as “Rain Barrels”) are prohibited in the following circumstances:

1. Rain Barrels that are located on property owned by the Association;
2. Rain Barrels that are located on property that is owned in common by the members of the Association;
3. Rain Barrels that are located between the front of the owner’s home and an adjoining or adjacent street;
4. Rain Barrels that are of a color not consistent with the color scheme of the home; and
5. Rain Barrels that display language or content other than the manufacturer’s typical display.

B. Rain Barrels Located in Area Visible from a Street, Lot, or Common Area:

Rain Barrels that are located on the side of a house or at any other location that is visible from a street, another lot, or a common area must comply with the following:

1. Rain Barrels must have adequate screening, as determined by the ARC;
2. Only commercial and professional grade Rain Barrels are permitted;
3. All Rain Barrels must be fully enclosed and have a proper screen or filter to prevent mosquito breeding and harboring; and
4. Rain Barrels may not create unsanitary conditions or be of nuisance to any neighboring properties.

II. ARC APPROVAL

Applicant's submission of plans must include a completed application for ARC review and a site plan showing the proposed location of the improvement, along with pictures showing the location of the modification and the manufacturer's brochures or sample of material, if applicable. The color of the materials being used in relation to the house color, the visibility from public streets and neighboring properties/common areas and any noise created are of specific concern to the Association and the ARC.

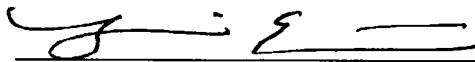
Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

This Rain Barrel Policy does not apply to property that is owned or maintained by the Association.

CERTIFICATION

I hereby certify that, as Secretary of Rice Field Owners Association, Inc., the foregoing Rain Barrel Policy was approved on the 18 day of JANUARY, 2017, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 18 day of JANUARY, 2017.

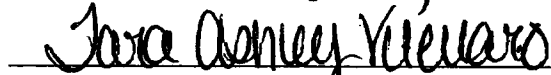


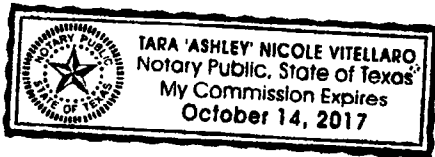
BRIAN EAST, Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, on this day personally appeared BRIAN EAST, the Secretary of the Rice Field Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 18th day of January, 2017.


Notary Public – State of Texas



After Recording Please Return To:
Stephanie L. Quade
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056



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RICE FIELD OWNERS ASSOCIATION, INC.
DISPLAY OF RELIGIOUS ITEMS POLICY

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

WHEREAS, the property encumbered by this Display of Religious Items Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Rice Field at Plano Arts, which has been or will be recorded in the Official Public Records of Collin County, Texas, s same has been or may be amended and supplemented from time to time (“Declaration”), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Rice Field Owners Association, Inc. (the “Association”); and

NOW THEREFORE, pursuant to the authority granted in Section 202.018 of the Texas Property Code, the Board of Directors (the “Board”), hereby adopts this Display of Religious Items Policy (“Policy”), which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

DISPLAY OF RELIGIOUS ITEMS

Owners and residents are generally permitted to display or affix one or more religious items on the entry to their dwelling, the display of which is motivated by the owner’s or resident’s sincere religious belief.

The display or affixing of a religious item on the entry to the owner’s or resident’s dwelling is prohibited under the following circumstances:

1. The item threatens the public health or safety;
2. The item violates a law;
3. The item contains language, graphics or any display that is patently offensive to a passerby;
4. The item is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner’s or resident’s dwelling; and
5. The item, individually or in combination with other religious item(s) displayed or affixed on the entry door or door frame, has a total size of greater than 25 square inches.

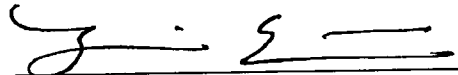
The Association, pursuant to Section 202.018 of the Texas Property Code, may remove an item displayed in violation of this Policy.

This Policy in no way authorizes an owner or resident to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the Declaration.

CERTIFICATION

I hereby certify that, as Secretary of the Rice Field Owners Association, Inc., the foregoing Display of Religious Items Policy was approved on the 18 day of JANUARY, 2017, at a meeting of the Board of Directors at which a quorum was present.

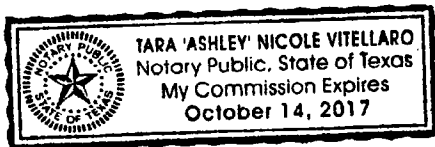
DATED this the 18 day of JANUARY, 2017.

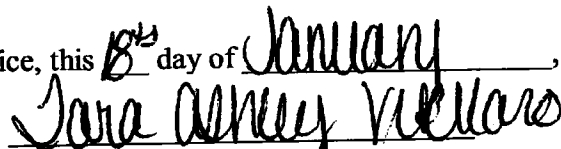

BRIAN EAST, Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, on this day personally appeared BRIAN EAST the Secretary of the Rice Field Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 18th day of January, 2017.




Notary Public – State of Texas

After Recording Please Return To:
Stephanie L. Quade
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 5th Floor
Houston, TX 77056



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Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
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RICE FIELD OWNERS ASSOCIATION, INC.
SOLAR ENERGY DEVICES AND ROOFING MATERIALS POLICY

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

WHEREAS, the property encumbered by this Solar Energy Devices and Roofing Materials Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Rice Field at Plano Arts, which has been or will be recorded in the Official Public Records of Collin County, Texas, s same has been or may be amended and supplemented from time to time (“Declaration”), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Rice Field Owners Association, Inc. (the “Association”); and

WHEREAS, any reference made herein to approval by the Architectural Review Committee (“ARC”), means prior written approval by the ARC.

NOW THEREFORE, pursuant to the authority granted in Sections 202.010 and 202.011 of the Texas Property Code, the Board of Directors (the “Board”), hereby adopts this Solar Energy Devices and Roofing Materials Policy (“Policy”), which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

I. SOLAR ENERGY DEVICES

Pursuant to Texas Property Code §202.010, solar energy devices, including solar panels, shall be restricted in the following manner:

A. Prohibited Solar Energy Devices

Solar energy devices, as referred to herein, shall be defined as set forth in the Texas Tax Code, §171.107. Solar energy devices are prohibited in the following circumstances:

1. It has been adjudicated by a court that the solar energy device is a threat to public health or safety, or violate a law;
2. Solar energy devices that are located on property owned or maintained by the Association;
3. Solar energy devices that are located on property that is owned in common by the members;
4. Solar energy devices that are located on the owner’s property, other than:

- a. On the roof of the dwelling or another permitted structure;
- b. In a fenced yard or patio owned & maintained by the owner;
5. Roof-mounted solar energy devices that extend higher than or beyond the roofline;
6. Subject to Item 7 below, if roof mounted, is mounted in an area other than the back of the home;
7. Roof-mounted solar energy devices that are located in an area *other* than an area designated by the Association, unless the alternate location increases the estimated annual energy production by more than 10% above the area designated by the Association (as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory);
8. Roof-mounted solar energy devices that do not conform to the slope of the roof and have a top edge that is not parallel to the roofline;
9. Roof-mounted solar energy devices having frames, support brackets, or visible piping or wiring containing colors other than silver, bronze, or black tones;
10. Solar energy devices located in a fenced yard or patio that are taller than the fence;
11. Solar energy devices that, as installed, void material warranties; and
12. Solar energy devices that were installed without prior approval by the Association or ARC.

If the proposed solar energy devices do not fall within one of the above-prohibited categories, the Association or ARC may not withhold approval of the installation of solar energy devices unless the Association or ARC determines in writing that placement of the solar energy devices, as proposed by the owner, constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to a person of ordinary sensibilities. The written approval of the owner's proposed location by all owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

II. ROOFING MATERIALS

Pursuant to Texas Property Code §202.011, the installation of the following roofing materials is permitted:

1. Wind or hail resistant roofing materials;
2. Materials that provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
3. Materials that provide solar generation capabilities.

The above-enumerated acceptable materials, when installed, must:

1. Resemble the shingles used or otherwise are authorized for use within the subdivision;
2. Be more durable than, and are of equal or superior quality to, the shingles authorized for use within the subdivision; and
3. Match the aesthetics of the property surrounding the owner's property.

III. ARC APPROVAL

Applicant's submission of plans must include a completed application for ARC review, a site plan and/or roof plan showing the proposed location of the improvement, along with pictures showing the location of the modification and the manufacturer's brochures or sample of material, if applicable. The color of the materials being used in relation to the roof or house color, the visibility from public streets and neighboring properties/common areas and any noise created and/or light reflected are of specific concern to the Association and the ARC.

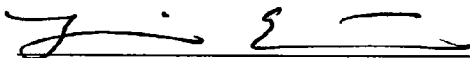
Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

This Policy does not apply to property that is owned or maintained by the Association.

CERTIFICATION

I hereby certify that, as Secretary of the Rice Field Owners Association, Inc., the foregoing Solar Energy Devices and Roofing Materials Policy was approved on the 18 day of JANUARY, 2017, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 18 day of JANUARY, 2017.

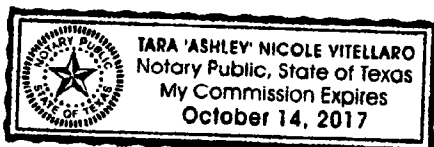


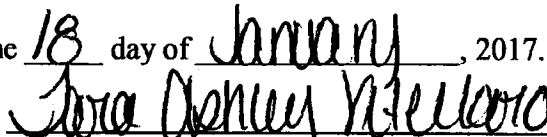
BRIAN EAST, Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, on this day personally appeared BRIAN EAST, the Secretary of the Rice Field Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 18 day of JANUARY, 2017.





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