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SUNRISE COVENANTS
2026 Approved

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOTS 87 THROUGH 338 AND LOTS 340 - 448, INCLUSIVE, SUNRISE ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth by the Homeowner's Association, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, a certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lots 87 through 338, inclusive Sunrise Addition, a Subdivision in Sarpy County, Nebraska, hereinafter 'Declaration" was filed for record in the office of the Register of Deeds of Sarpy County, Nebraska on June 18, 2002 at Instrument Number 2002-22721; and

WHEREAS, a certain First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions was filed for record in the office of the Register of Deeds of Sarpy County, Nebraska on June 24, 2003, at Instrument Number 2003-34510, making the Declaration specifically applicable to Lots 340 through 448, inclusive, in Sunrise Addition, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, the Association was incorporated in 1995 as a Nebraska Nonprofit Corporation for the purpose of operation, maintenance, preservation and architectural control of the Lots and common Facilities within Sunrise Addition, and was subsequently designated by Benchmark Homes, Inc., (hereinafter "Declaring") pursuant to the Covenants as the entity entitled to further amend the covenants; and

WHEREAS, pursuant to the terms and conditions of the Third Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Lots 87 through 448, inclusive, Sunrise Addition, a Subdivision in Sarpy County, Nebraska, recorded on December 23, 2008, at Instrument #2008-33673, as amended on August 13, 2013 and recorded on September 24, 2013 at Instrument #2013-30140, and as

amended and restated on February 7, 2018 and recorded on March 26, 2018 at Instrument #2018-06268, all of the records of Sarpy County, Nebraska. The Association, is desirous of amending said document in its entirety, it being the intention of the undersigned Association that the Declaration shall be and hereby is superseded and replaced in its entirety by this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lots 87 through 338 and Lots 340 through 448, inclusive, Sunrise Addition, a Subdivision in Sarpy County, Nebraska:

NOW THEREFORE, the Association, hereby declares that all of the properties shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described and shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, for a period of twenty five (25) years from the date of filing this Amended and Restated Declaration at which time this Declaration shall be automatically extended for a successive period of ten (10) years unless, by signature vote via a mailed ballot of 51% of the then owners of the lots.

ARTICLE I.
DEFINITIONS

- **Section 1.** "Association" shall mean and refer to Sunrise Home Owners Association, its successors and assigns.

- **Section 2.** "By-Laws" shall mean the By-Laws adopted by the Association as they may exist as amended from time to time.

- **Section 3.** "Committee" shall mean and refer to an architectural control committee composed of The Home Owners Association Board of Directors.

- **Section 4.** "Common Facilities" may include parks (public or otherwise): dedicated and non-dedicated roads, paths, ways and green areas; signs; and entrances for Sunrise Addition.

- **Section 5.** "Declarant" shall mean and refer to Sunrise Addition Home Owners Association, and its successors and assigns.

- **Section 6.** "Lot" shall mean and refer to platted lot shown upon any recorded subdivision map of any part of the Properties with the exception of any park area, and includes any improvements now or hereafter appurtenant to that real estate.

- **Section 7.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

- **Section 8.** "Properties" shall mean and refer to those lots described in the foregoing "WHEREAS" clause (refer to original covenants documents to access the WHEREAS clauses), and such additions thereto as may hereafter be made subject to these Declarations.

- **Section 9.** "Board" or "Board of Directors" shall mean and refer to the directors elected at the annual meeting and currently serving their term acting in majority opinion.

ARTICLE II.
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment by the Association, as provided for in Article III hereof, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership of any Owner shall terminate upon conveyance of the interest of such person in a Lot to a new Owner. When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast.

ARTICLE III.
COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of an instrument of conveyance thereof, whether by deed, lease, land contract or otherwise, and whether or not it shall be so expressed in such instrument of conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or changes, and (2) special assessments for capital improvements, such as assessments to be established and collected as hereafter provided. The annual and special assessments, together with interest from the due date (listed on annual account statement) at the rate of twelve percent (12%) per annum, and such reasonable late fees as shall be set by the Board of Directors from time to time, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and late fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the residential and recreational purposes, health, safety and welfare of the owners and their respective licensees and invitees and for the improvement and maintenance of the Common Facilities. The annual assessments may be used, among other things, to pay the cost of operating and maintaining the Common Facilities; general public liability and hazard insurance, director's liability insurance, workman's compensation insurance, and other appropriate types of insurance; upkeep and maintenance of the park areas;

landscaping and landscaping maintenance; wages, payroll taxes, license and permit fees; security; professional services; repairs; replacement; maintenance supplies; pay the property management company, and such other items as may be determined by the Board of Directors for the promotion of the purposes of the Association. The Association shall have the obligation to maintain the landscaping and signage for the common entryway to the Properties, in generally good and neat condition.

Section 3. Determination of Amount of Annual Assessments and Time for Making Such Determination. At least fifty (50) days before the beginning of the Association's fiscal year, the Board of Directors shall adopt an annual budget by estimating the amount of money necessary to make payment of all estimated expenses growing out of or connected with those items described in Section 2 for the purpose of assessments. Within thirty (30) days after making the budget, the Board of Directors shall provide a summary of the budget to all owners-and shall set a date for the annual meeting of the members at which the ratification of the budget shall be considered and voted on. In the event the proposed budget is rejected at the annual meeting, the annual budget last ratified by the owners shall be continued until such time as the owners ratify a subsequent budget proposed by the Board of Directors. Promptly upon ratification of the budget for the ensuing year, the Board of Directors shall determine the amount of the annual assessment to be levied against each Lot and shall give written notice to each owner of the amount on the annual assessment. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of owners, consideration shall be given to all sources of income of the Association other than the annual assessments.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities, including fixtures and personal property related thereto, or the amount by which the Board of Directors estimate that actual costs, expenses and liabilities of the Association, will exceed those budgeted for the fiscal year, provided that any assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots at such time and in such amount as may be determined by the Board of Directors. Thereafter, the Board of Directors shall fix the amount of the annual assessment in the manner provided in Section 3 and the assessment year shall be deemed to begin on January 1 of one year and end on December 31 of the same year. Assessments may be collected on whatever basis is deemed to be reasonable by the Board of Directors, but in no event less often than annually. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment, or part thereof, not paid within thirty (30) days after the due date shall also bear an additional assessment equal to one-fifth (1/5) of the amount of the unpaid assessment. The Association may bring an action at law against the owner personally obligated to pay any delinquent assessment, or may foreclose the lien against the owner's Lot in the same manner as mortgages or other liens against real property are enforceable in the State of Nebraska at the time such lien arises. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the owner's Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof; shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV.
ARCHITECTURAL CONTROL

Section 1. No addition; building; fence; wall; pathway; driveway; patio; patio cover or enclosure; deck; tree house; tennis court; swimming pool; fountain; trash bin enclosure, treehouse, solar heating or cooling collecting panels; solar panels or other external improvement, above or below the surface of the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed, altered, or otherwise maintained or permitted to

remain on any Lot, nor shall any grading or excavation, be commenced without express prior written approval of the Association. Any dog runs must be fully enclosed with fences in the rear yard and with approval of the Association.

Section 2. The Association shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors approved by the Association will be acceptable. In this regard, The Association intends that the Lots shall form a developed residential community with homes constructed of high quality materials consistent with this Declaration.

Section 3. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the Improvement may be required of the applicant at the discretion of the Association. Each applicant shall submit to the Association the following documents, materials, designs and/or plans (collectively referred to as the "plans"):

a. All plans and documents shall be attached to a completed Architectural Change Request (ACR).

b. Site plan indicating specific improvement and indicating Lot number, street, address, grading, location of the structure proposed for the Lot, and drainage in the case of reconstruction.

c. In the case of reconstruction, complete construction plans, including but not limited to basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections. Exterior construction plans, including but not limited to, exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, exterior color or colors, drainage and landscaping plans.

d. Concurrent with submission of the plans, owner shall notify the Declarant of the owner's mailing address.

Section 4. Written or electronic notice of any approval or disapproval of a proposed Improvement shall be mailed or emailed to the owner at the address specified by the owner upon submission of the plans or hand delivered. Such notice shall be mailed or delivered within seven (7) calendar days after the date of submission of the plans. If the Association cannot meet the 7 day deadline, the homeowner will be notified of the expected timeline prior to end of the 7 day deadline. If the board acknowledges receipt of the proposed Improvement but does not respond within the 7 days (unless there are unanswered questions asked by the Board to the homeowner), the proposed Improvement shall be considered approved.

ARTICLE V.
GENERAL RESTRICTIONS

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single-family residential purposes.

Section 2. Fences, Etc. No fence shall be erected or permitted to remain in front of the minimum building setback line applicable to any Lot on the Properties. Fences must be of six (6) feet in height constructed of cedar, or pressure treated wood, or composite, wrought iron, aluminum, cast iron or steel. (No chain link fences). All produce or vegetable gardens shall be maintained only in rear yards. No external television or radio antenna shall be erected on or about any of the building sites or Lots within the Properties, excepting television dishes up to 30" diameter. Swimming pools shall be permitted as long as all city ordinances are followed and are enclosed by a 6' fence. Storage sheds or playhouses shall have a similar look to the house, may not exceed 10' in height, ground to roof peak, shall not exceed the limits set by the board, and must be submitted to the board on a ACR.

Section 3. Temporary Structure. No trailer, tent, shack, garage, shed or other outbuilding shall be used for human habitation for more than two weeks within a calendar year.

Section 4. Livestock and Poultry Prohibited. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot except as explicitly permitted. A dog house up to 3'x4'x3' is allowed without an ACR. More than one dog house or dog houses that exceed that size must receive ACR approval. The city of Bellevue pet policy is adopted to otherwise govern allowable pets and animals (Chapter 6 Bellevue Code).

Section 5. Billboards and Nuisances Prohibited. No sign, picture, banner, poster or other object of any kind larger than six (6) square feet (3'x2') shall be erected, placed, displayed to the public view, or permitted to remain on any Lot except as permitted. Expressly permitted signs, subject to the size limit, include "For Sale" signs, political signs during primary and election seasons, yard sale/garage sale from a week before and through the duration of the sale, contractor advertisements for the duration of work being done and up to 1 month after, personal banners/signs (such as welcome home, happy birthday, etc) for a week and sports banners for the duration of the sports season. No property shall be converted to commercial use. Provided the residents occupy the house, home offices and home based businesses shall be allowed subject to the following restrictions. Residential child care up to the Nebraska classification of "Family Child Care Home I" is allowed but classifications above that are prohibited. Operation of the business must be contained inside the residence or garage (example, auto repair services on your driveway is prohibited, selling cosmetics from your home is acceptable). The Sunrise Board shall have the right to revoke the right of operation of home based businesses that are deemed noxious by the board upon complaints by multiple residents.

Section 6. Noxious Activity. Activities must conform to the City of Bellevue ordinances including the noise, landscaping, lawn care, and snow removal requirements and limitations.

Section 7. Trash Incinerators and Trash/Recycling/Yard Waste Bins. No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. All trash/recycle/yard waste bins shall be removed from the street within 24 hours after being emptied and shall be stored inside or the side yard or back yard of the house. No bins shall be stored in the front of the house during the week except 24 hours prior to pick up day and 24 hours after being emptied by the vendor.

Section 8. General Building Restrictions. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour or drainage of any Lot. No dwelling shall exceed two and one-half (2 1/2) stories in height. All homes constructed on said Lots must have at least two-car garages. All homes must have a minimum building setback from the closest part of the building to front Lot line of at least twenty-five (25) feet. All exposed foundations of each improved Lot facing the public or private street (front) shall be faced with brick, stone or a comparable substance approved by Association, and all other foundations shall be painted to harmonize with the exterior of the building.

Section 9. Maintenance of Vegetation and Equipment. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards. City of Bellevue ordinances shall govern vegetation (Chapter 19, Article III).

Section 10: Vehicles and Equipment. City of Bellevue ordinance is explicitly adopted (Chapter 19, Article IV). Further, no repair of any automobiles, motorcycles, trucks or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any lot at any time; nor shall vehicles deemed offensive to the neighborhood by the HOA board be visibly stored, parked or abandoned on any lot or left parked on any street within the Sunrise sub-division. No unused building material, junk, automotive parts, or rubbish shall be left exposed visible to the street on any lot except during actual remodeling or repairs, and then

only in as neat and inconspicuous a manner as possible. No grading or excavating equipment, tractors, or semi-tractor trailers shall be stored, parked, kept or maintained in any yards, driveways, or streets except during construction periods.

Section 11. Boats, Campers, Trailers, and other Recreational Vehicles. No repair of any boats, campers, trailers, or recreational vehicles requiring a continuous time period in excess of Seventy-two (72) hours shall he permitted on any lot at any time; to include all winterization/de-winterization servicing, loading/un-loading, pre-departure, post-return maintenance. No vehicles deemed offensive to the neighborhood by the HOA board can be visibly stored, parked or abandoned on any lot or left parked on any street within the Sunrise sub-division. No boat, camper, trailer, recreation vehicle of any kind, mobile home, aircraft or similar chattel (an item of tangible movable or immovable property except real estate and things as buildings connected with real property) shall be maintained or stored for more than thirty (30) days within a calendar year.

Section 12. Mail Boxes and Posts. Mailbox posts are standardized in the subdivision and replacement of damaged posts will be replaced by and paid for by the Association if determination cannot be made for responsibility for damage. The Board of Directors should be immediately notified of damage to mailbox posts that need replaced, will determine responsibility if possible, and manage post replacement and billing. If a responsible party is identified, repair costs may be assessed to that party. Mail box posts shall not be stained, painted, altered or modified. The mailboxes that sit on top of the posts are the sole responsibility of the homeowner for replacement and should be replaced with standardized size and looks of mailboxes within the subdivision.

ARTICLE VI.
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, reservations, liens and charges now or hereafter imposed by the provisions of this Covenant. Failure by the HOA or by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to levy fines and pursue damages and enforcement costs for and of non-compliance with the provisions and restrictions of this covenant. The Association may levy fines as defined by the Board, not to exceed $100 per incident, at the discretion of the Board. The procedure of the board must be to notify of the resident of the violation with a timeline for remedy and then may levy a fine and/or pursue damages after the timeline has expired. The Association can pursue all forms of remedy to enforce compliance and collect fines and damages including small claims court, state court, and/or federal court and can collect fines, damages, enforcement costs, and judgements by any means allowed by law. Unpaid fines or damages shall accrue interest charges at the rate of twelve percent (12%) per annum. The Board shall have the right to agree to a settlement of fines, damages, enforcement costs, and/or judgements. The board shall report on enforcement actions at the annual meeting.

Section 2. Enforcement Timelines. Enforcement timelines shall be defined at the discretion of the board except as explicitly defined.

- Lawn/Vegetation Violation - 7 days
- ACR Violation - 30 days
- Noxious Activity Violation (including snow removal, noise issues) - 1 day
- Vehicle/RV/boat/trailer Violation - 7 days

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Rules and Regulations. The Board of Directors shall have the right to promulgate rules and guidelines for the use of the Common Facilities which may be enforced in the manner provided in the By-Laws; provided, however, that no such rule or regulation shall be effective unless and until it has been approved at a meeting of the members.

Section 5. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than fifty one percent (51%) of the owners. Upon dissolution, other than incident to a merger or consolidation, and after payment of any obligations of the Association, the assets of the Association shall be returned to the current owners at the time of dissolution less any balances owed the HOA.

Section 6. Amendment. This Declaration may be amended at any annual meeting or special meeting of the Association called for such purpose, or by a petition signed and presented to the Board of Directors by at least sixty percent (60%) of all lot owners. Any amendment proposed by resolution of the Board of Directors or by petition shall require that notice be mailed, electronically notified, delivered or left at the front door by the Association to all Lot owners, at least ten (10) but not more than twenty (20) days prior to such meeting, stating the time, place, and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Each Lot owner present in person, or by proxy designated in writing to the Board of Directors, shall have one vote either in favor of or in opposition to any resolution or petition seeking to amend any provision of this Declaration. A vote of two-thirds (2/3) of all Lot owners present in person or by proxy shall serve to adopt any proposed amendment, which shall then be duly recorded with the Register of Deeds. No vote shall be valid unless a quorum of at least twenty (20) Lot owners vote either in person or by proxy at such meeting.

The forgoing was approved by the members of the Association at a meeting held August 10, 2026.

State of Nebraska)
)
County of Sarpy)

Secretary of Meeting

The forgoing instrument was acknowledged before me this 10th day of August, 2026 by Frank Insterra Jr

GENERAL NOTARY - State of Nebraska
SARAH BULL
My Comm. Exp. August 9, 2029

Notary Public