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Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

**MASTER DEED
AND
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF
BOARDWALK COMMONS**

Located in the City of Omaha
Douglas County, Nebraska

of

December 1, 2019

Prepared by and Upon Recording Return to:
MURPHYELAW, LLC
Attn: Philip S. Murante
1125 S. 119th Street
Omaha, NE 68144

**MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS
OF
BOARDWALK COMMONS**

This MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BOARDWALK COMMONS, INC. ("Declaration") is made effective December 1, 2019 ("Effective Date") by OMAHA PACIFIC PLAZA, LLC, a limited liability company formed and existing under the laws of the State of Colorado ("Declarant"). BOARDWALK COMMONS, INC., a non-profit corporation formed and existing under the laws of the State of Nebraska ("Association") joins this Declaration for the purpose of being subject to the rights and obligations of this Declaration.

RECITALS

1. Consistent with the Nebraska Condominium Act, the Declarant, as sole owner of the Property, as legally described in Exhibit "A" as the Site Plan, desires to create a condominium regime and submit the Property to the jurisdiction of the condominium regime.
2. The Declarant desires to sell each Unit and for the successors-in-interest of each Unit to be bound by the provisions of this Declaration for an orderly administration of the Common Elements (as described in this Declaration) and for the benefit of each Unit.

NOW, THEREFORE, Declarant hereby imposes the following covenants, conditions and restrictions on the Property, which shall run with the equitable and legal title to the land and shall be for the benefit or burden, as the case may be, of the Owners and Occupants of the Property or any portion thereof within Boardwalk Commons their respective heirs, legal representatives, successors and assigns, and any mortgagees.

ARTICLE I.

CREATION OF THE CONDOMINIUM

Section 1.01 Creation of the Condominium. Pursuant to Section 78-838 of the Act, the Declarant hereby creates the condominium hereafter known as Boardwalk Commons and submits the Property to the jurisdiction of the Association and the terms of this Declaration.

Section 1.02 Identification of Units. The condominium consists of five (5) units: Unit 1, Unit 2, Unit 3, Unit 4, and Unit 5 (each a "Unit" and collectively the "Units") and Common Elements. The Units and Common Elements are platted on Exhibit 1.02 to this Declaration (the "Plat").

Section 1.03 Unit Legal Descriptions. Upon execution and recordation of this Declaration, the Units shall be legally described as follows:

Unit ____, Boardwalk Commons, a condominium, Omaha, Douglas County, Nebraska; created under that certain Condominium Declaration and Master Deed of Boardwalk Commons, recorded on December __, 2019 with the Douglas County Register of Deeds as Instrument No. [instrument assigned upon recordation].

Section 1.04 Common Elements Legal Description. Upon execution and recordation of this Declaration, the Common Elements shall be legally described as follows:

Common Elements of Boardwalk Commons, Omaha, Douglas County, Nebraska; created under that certain Condominium Declaration and Master Deed of Boardwalk Commons, recorded on December __, 2019 with the Douglas County Register of Deeds as Instrument No. [instrument assigned upon recordation].

Section 1.05 Unit Boundaries. Each Unit's boundaries are set forth on the Plat. The Plat notwithstanding, the Unit boundaries are the physical boundaries of the Improvements located on the Unit as of the execution of this Declaration. If certain Improvements (e.g., overhanging eaves or soffits) encroach upon Common Elements, the Improvements are part of the Unit, and the exterior land beneath such encroachment is Common Elements. In the event of a conflict between the Plat and this Section 1.05, this Section 1.05 controls.

Section 1.06 Membership in the Association. The Owner of each Unit is entitled to membership in the Association. Membership in the Association is in gross, appurtenant to the Unit and may not be separated from ownership of the Unit. In addition to this Declaration, the Association shall be governed by certain bylaws duly ratified by the Association (the "Bylaws"). The Units and Common Elements are subject to and encumbered by the provisions of this Declaration and the Bylaws. Every successor-in-interest in any Unit, by acceptance of a deed or other conveyance of such interest, agrees to and shall be bound by the provisions of this Declaration and the Bylaws.

Section 1.07 Allocation of Common Elements. Each Unit is allocated an undivided legal interest in the Common Elements, as follows:

| | |
|--------------------|--------|
| Unit One: | 16.61% |
| Unit Two: | 24.23% |
| Unit Three: | 18.77% |
| Unit Four: | 34.74% |
| Unit Five: | 5.65% |

Section 1.08 Allocation of Common Expense Liability. Each Unit is responsible the following share of Common Expenses (its "Common Expense Liability"):

| | |
|------------------|--------|
| Unit One: | 16.61% |
|------------------|--------|

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| | |
|-------------|--------|
| Unit Two: | 24.23% |
| Unit Three: | 18.77% |
| Unit Four: | 34.74% |
| Unit Five: | 5.65% |

Section 1.09 Allocation of Association Votes. As more fully conditioned in the Bylaws, each Unit is entitled to one (1) vote for purposes of conducting Association business.

Section 1.10 Taxation of Units. Each Unit is intended to be a separate parcel for purposes of property taxation. Each Unit Owner shall pay all property taxes (regular, special or otherwise) attributable to the Unit and the Association shall pay all taxes attributable to the Common Areas as a Common Expense. If any property tax (regular, special or otherwise) is levied upon the Property (*i.e.*, the Property as legally described before the creation of the condominium regime created under this Declaration) and becomes due after the execution of this Declaration, the Association shall pay the tax as a Common Expense.

Section 1.11 Condominium Subject to Existing Easements and Restrictions. The Association, each Unit and the Common Areas are subject to all incumbrances of record as of the date the Effective Date.

Section 1.12 Mortgages and Deeds of Trust.

- (a) **Mortgages and Deeds of Trust Subject to Declaration.** All mortgages and deeds of trust encumbering any Unit or Common Element (each being a "Mortgage") recorded after the Effective Date, the obligations secured thereby, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration regardless of any provision in such Mortgage to the contrary. Additionally, any mortgagee, trustee or beneficiary under such Mortgage has no right (a) to participate in the adjustment of Common Element losses with insurers or in the provision as to whether or not or how to repair or restore damage to or destruction of the Common Elements, or (b) to receive or apply the proceeds of insurance arising from loss or damage of Common Elements to the reduction of the debt secured by the Mortgage. Nothing contained in this Section 1.12(a) or elsewhere in this Declaration shall give a Unit Owner, or any other party (other than the Association or an insurance trustee named by the Association), priority over any rights of any mortgagee, trustee or beneficiary over such Mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of the Unit or Common Elements or any portion thereof.
- i) **Notice of Mortgage.** Each Unit Owner shall notify the Association of the name and address of the holder of each Eligible Mortgage, if any that constitutes a lien on such Unit and whether a first or second mortgage.
- ii) **Mortgage Registry.** The Association shall maintain a register of Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees, the amount secured by each (if such information was provided by the Unit Owner), and whether pursuant to the notice received from the Unit Owner, each is a first or second mortgage or has other lien priority.
- (b) **Rights of Eligible Mortgages and Deeds of Trust.** Upon specific written request to the Association by a holder, insurer, or guarantor of an Eligible Mortgage the holder, insurer or guarantor shall be entitled to receive the following as designated in the request, although neither the Association nor any officer, director, employee, nor any other person acting on behalf of the Association, shall be liable to any such holder, insurer or guarantor for failure to supply such requested information or material:
- i) Copies of budgets, notices of assessment or any other notices or statements provided under this Declaration by the Association to the Unit Owner of the Unit covered by the mortgage; and
- ii) Any financial statements of the Association which are prepared for the Association and distributed to the Unit Owners.
- iii) Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association.

ARTICLE II.

ADMINISTRATION OF ASSOCIATION

Section 2.01 Administration Generally. This Declaration makes numerous references to the Association making certain decisions, judgments or actions. Any Association decision shall be made by the Professional Property Manager, subject to the limitations of the Professional Property Manager's authority in Article III of the Bylaws, or for those matters requiring a vote of the Unit Owners, by the Unit Owners relative to their respective voting rights set forth in Section 1.09.

Section 2.02 Common Expenses. The Association shall maintain, repair and make necessary improvements to the Common Elements. The Association shall maintain, repair and replace, as the Association determines appropriate, parking lots, private streets and drives, sidewalks, landscaping, irrigation systems, lighting and lighting fixtures, and sewer systems within Common Elements. The Association shall be the sole and absolute judge as to the appropriateness of any maintenance (including repair or replacement) of Common Elements, consistent with the provisions of the Bylaws.

Section 2.03 Leasing and Licensing Portions of Common Elements. The Association may lease or license all or part of the Common Elements to a Unit or any other Person. The Association has the authority to execute such lease or license on terms it deems appropriate.

Section 2.04 Disclaimer of Association Liability. The Association is not obligated to carry out or provide any function or service except as required by this Declaration, the Bylaws, the Act or other law to which the Association is subject. The functions and services carried out or provided by the Association at any time shall be determined by

the Association after taking into consideration the funds available to the Association and other relevant factors, as further set forth in the Bylaws. The Association shall not be liable to any Owner or other Person for any claim, damage, expense or liability suffered, incurred or threatened in any manner arising out of or resulting from any failure to provide any service or take any measure, or for the ineffectiveness of any service provided or measure taken. Each Owner and every other Person entering or using the Property, including any Units or Common Elements, assumes all risks of injury and damage resulting from natural causes and/or from any act or omission of any other Person.

ARTICLE III. ASSESSMENTS

Section 3.01 Authority to Levy Assessments. To administer the affairs of the Association and to fulfill the Association's duties under this Declaration and the Act, the Association has the authority to assess and levy assessments on each Unit in the manner set forth in this Section. Any Assessments levied under this Article shall be due on the first day of each month, unless otherwise directed by the Association.

Section 3.02 Preparation of Budget. The Association shall adopt a budget (a "Budget") containing the total amount of funds the Association believes will be required during the ensuing fiscal year to pay all Common Expenses. The manner of proposing and voting on a Budget is set forth in the Bylaws.

- (a) **Proposal of Assessments.** The Budget shall propose the amount of Assessments and allocation of such Assessments amongst the Unit Owners. To the extent a given Unit is assessed an additional amount, for any reason, the Budget shall reflect the amounts of such assessment and the basis for such assessment.
- (b) **Assessments in Proportion to Unit's Common Expense Liability.** For each fiscal year of the Association commencing in 2019, the total amount of the estimated Common Expenses set forth in the Budget adopted by the Association (except for the Common Expenses which are to be assessed against less than all of the Units pursuant Section 3.03 shall be assessed against each Unit in the proportion to the Unit's Common Expense Liability as set forth in Section 1.08 of this Declaration. If the Association, during any fiscal year that its funds budgeted or available for that fiscal year are, or will, become inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessments by Members, it may increase the Common Expense Assessment for that fiscal year and the revised Common Expense Assessment shall commence on the date designated by the Association.

Section 3.03 Default Assessment. If a Unit Owner fails to meet its obligation under Article III or Section 5.02, the Association may, but is not obligated, to perform the duty the Unit Owner failed to perform. The Association shall charge the Unit Owner the amount of such maintenance, repair or replacement in the same manner in the same manner as it charges Assessments. Additionally, Common Expenses caused by the negligence, omission or misconduct of any Unit Owner shall be assessed exclusively upon such Unit.

Section 3.04 Special Assessments. In addition to Common Expense Assessments, the Association may levy, in any fiscal year of the Association, a Special Assessment applicable to that fiscal 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 of the Common Elements, including fixtures and personal property related thereto, or for any other lawful Association purpose, provided that any Special Assessment can only be enacted if approved by the Association under the procedure established in the Bylaws.

Section 3.05 No Offsets. All Assessments, monetary penalties and other fees and charges shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments, monetary penalties and other fees and charges shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration or the Bylaws.

Section 3.06 Effect of Nonpayment of Assessments.

- (a) **Late Payments.** Any Assessment, or any installment of an Assessment, which is not paid within fifteen (15) days after the Assessment first became due is delinquent and shall bear interest from the date of the delinquency at the rate the lower of (a) eighteen percent (18%) per annum and (b) the maximum interest rate allowed under law. In addition to interest, any delinquent Assessment shall incur a fifty dollar (\$50.00) administrative fee for the collection efforts of the Association.
- (b) **Assessment Lien.** All Assessments, monetary penalties and other fees and charges imposed or levied against any Unit or Unit Owner shall be secured a lien ("Assessment Lien"). The recording of this Declaration constitutes record notice and perfection of the Assessment Lien and no further recordation of any claim of lien shall be required.
- (c) **Association's Right to Collect.** The Association shall have the right, at its option, to enforce collection of any delinquent Assessments, monetary penalties and all other fees and charges owed to the Association in any manner allowed by law, including, without limitation: (i) Bringing an action at law against the Unit Owner obligated to pay the delinquent amounts and such action may be brought without waiving the Assessment Lien securing any such delinquent amounts; (ii) Bringing an action to foreclose its Assessment Lien against the Unit in the manner provided by law for the foreclosure of a realty mortgage; (iii) Suspending voting and recreational amenities use rights as provided in the Bylaws. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Units purchased at such sale; or (iv) Defeasance of the Owner's fee interest in the Unit by recording a deed to such effect with the Douglas County Register of Deeds.

ARTICLE IV. INSURANCE

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Section 4.01 Property and Casualty Insurance. The Association shall obtain and maintain, to the extent available, property casualty insurance covering the Common Elements, at such limits, deductibles and co-insurance provisions deemed in the best interest of the Association by the Professional Property Manager. For avoidance of doubt and future controversy, each Unit Owner shall obtain adequate property casualty insurance for such Unit Owner's Unit and any Improvements thereon.

Section 4.02 Fidelity Insurance. The Association shall also obtain and maintain to the extent obtainable fidelity insurance covering the acts of the Professional Property Manager, officers, or employees of the Association who handle Association funds.

Section 4.03 Worker's Compensation. The Association shall obtain and maintain workmen's compensation insurance to the extent the Association retains employees.

Section 4.04 Liability Insurance. The Association shall obtain public liability insurance policy, on which the Association, each Unit Owner and the Professional Property Manager shall be named insureds, with a single-event limit not less than \$2,000,000 covering all claims for bodily injury or property damage arising out of any one occurrence in the Common Elements. For avoidance of doubt and future controversy, such liability insurance shall not relate to each Unit and each Unit Owner shall obtain adequate liability insurance for such Unit Owner's Unit and any Improvements thereon and shall also name the Association and the Professional Property Manager as named insureds.

Section 4.05 Other Insurance. The Association may carry other such insurance as the Association determines to be in the best interests of the Association.

ARTICLE V. COVENANTS

Section 5.01 Covenant to Meet Obligations. Each Unit Owner covenants to abide by all provisions of this Declaration and the Bylaws.

Section 5.02 Covenant to Pay Assessments. Each Unit Owner covenants to pay all assessments levied under ARTICLE II or any other provision of this Declaration when due.

Section 5.03 Covenant to Maintain Unit. Each Unit Owner covenants to maintain or cause to be maintained, at its expense, its Unit, and all Improvements located thereon in a clean, neat and attractive condition and shall comply with all governmental health, fire, building and safety ordinances, codes, regulations and requirements applicable thereto. Such maintenance requirements include, without limitation, the following:

- (a) Removal of all paper, trash, debris, filth and refuse and sweeping the area to the extent as reasonably necessary to keep the area in a clean and orderly condition;
- (b) Operating, keeping in repair and replacing, where necessary, artificial lighting facilities (including lighted Signs);
- (c) Maintaining all signs and all perimeter walls and exterior building walls and other exterior surfaces in a good condition and state or repair;
- (d) Maintaining any pedestrian, vehicular or other easements granted or reserved pursuant to the terms and conditions of this Declaration.

Section 5.04 Covenant to Carry Insurance. Each Unit Owner covenant to carry property casualty insurance in amount not less than 125% of the appraised value of such lot by the Douglas County Assessor's Office. Each Unit Owner covenants that such policy will waive subrogation against the Association and will name the Association and Professional Property Manager as additional insureds under the policy. Additionally, each Unit Owner covenants to carry liability insurance in amount not less than \$2,000,000 per occurrence and shall name the Association and Professional Property Manager as additional insureds on such policies.

Section 5.05 Covenant to Indemnify Association. Each Unit Owner covenants to the Association that it will indemnify the Association for all damage to the Common Elements or other Units, which is proximately caused by the negligent, willful misconduct, or omission of the Unit Owner, its tenants, guests, or invitees. The Unit Owner covenants to pay the costs to the Association of any such repair, maintenance or replacement required by such act or omission covered under this Section upon demand. The Association may enforce collection of any such amounts in the manner prescribed in Section 3.03.

ARTICLE VI. RESTRICTIONS & CONDITIONS

Section 6.01 Use Restrictions. No Owner, Lessee or other Person shall create a nuisance in Boardwalk Commons or use any Unit for any activity or purpose that the Association considers, in its sole and absolute discretion, to be objectionable due to sound, odor, visual effect or physical impact and which, in the opinion of the Association, will disturb or tend to disturb other Unit Owners in Boardwalk Commons (or such Unit Owner's tenants, guests or invitees), or which is deemed by the Association to constitute a nuisance. Included among the uses, activities or operations prohibited hereunder because of their detrimental effect upon the general appearance, enjoyment and use of the Property, or other commercial property in the vicinity of Boardwalk Commons, and their conflict with the reasonable standards of appearance and maintenance required by this Declaration, including without limitation the uses, activities or operations which produce or are accompanied by the following characteristics:

- (a) Any public or private nuisance;

- (b) Any vibration, noise, sound or disturbance that is objectionable due to intermittence, heat, frequency, shrillness, loudness or pulsating effect;
- (c) Any lighting which is flashing or intermittent or is not focused downward or away from adjacent Units, unless otherwise approved by the Association in writing;
- (d) Any electro-mechanical or electromagnetic disturbance or radiation;
- (e) Any air pollution or water pollution, including without limitation any dust, dirt or ash in excessive quantities;
- (f) Any emission of odor, or noxious, caustic or corrosive gas or matter, whether toxic or non-toxic;
- (g) Any explosion or other damaging or dangerous firing, detonation or activity, including the firing or detonation of ammunition or explosives or the storage, display or sale of explosives or fireworks; or
- (h) Any open burning of paper, trash, debris, garbage or construction materials of any kind.

Section 6.02 Refuse Collection Areas. All refuse collection areas in Boardwalk Commons shall be in areas approved by the Association. No refuse collection area shall be permitted between any street or Common Element and the respective building setback line. All exterior refuse collection areas in Boardwalk Commons shall be screened by building walls or screen walls as required by the Association, and all dumpster enclosures shall also meet the requirements of the City of Omaha. All dumpsters and containers shall remain within said screening walls. The location of all such enclosures shall allow for adequate ingress and egress by collection trucks within the boundaries of the Unit.

Section 6.03 Exterior Storage Areas and Service Yards. No storage shall be permitted between any street or Common Element and the respective building setback line of any building in Boardwalk Commons. Any outdoor storage area must be approved by the Association.

Section 6.04 Signs. All signs shall comply with all relevant ordinances of the City of Omaha and must be approved by the Association prior to installation.

Section 6.05 Restriction on Further Subdivision, Property Restrictions and Rezoning.

- (a) No Further Subdivision Without Approval. Not Units shall not be subdivided or separated into smaller lots by deed, ground lease or otherwise, and no portion less than all of such Unit, nor any easement or other interest therein, shall be conveyed or transferred by any Owner by deed, ground lease or otherwise, without the prior written approval of the Association.
- (b) Rezoning Variances and Use Permits to be Approved. No application for rezoning of any area in Boardwalk Commons and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the property has been approved by the Association.

Section 6.06 Improvements and Alterations. No Owner, Lessee or other Person shall make any structural additions, alterations or improvements to a Unit or an improvement thereon, unless prior to the commencement of each addition, alteration or improvement, the Unit Owner receives the prior written approval of the Association. No Unit Owner shall make any structural modifications or changes or do any work that would jeopardize the soundness or safety of the Property (including any Unit or Improvement thereon), reduce the value of the Property (including any Unit or Improvement thereon), or impair any easement, nor may any Unit Owner add any material structure nor do any work on the exterior of a building, move or replace shrubs, or change the landscaping in any way, without in every such case the consent of the Professional Property Manager. When, in the sole opinion of the Professional Property Manager, a Unit Owner is in violation of this provision, he or she shall cause any such work, whether within his or her Unit or within the Common Elements, to be stopped, he or she shall refrain from recommencing or continuing the work and he or she shall return the property affected to its condition prior to the commencement of the work in violation of this subsection.

Section 6.07 Machinery and Equipment. No Unit Owner may place, operate or maintain machinery or equipment of any kind upon the Unit other than usual and customary machinery and equipment used in connection with the Unit Owner's permitted uses of such Unit. Unit Owner's shall obtain written permission from the Association prior to placing, operating or maintaining machinery or equipment (including vehicles) on Common Elements.

Section 6.08 Temporary Occupancy. No trailer, tent, shack, garage or other structure, and no temporary Improvement of any kind shall be used at any time on Common Elements without express written consent from the Association.

Section 6.09 Lease of Units.

- (a) Form of Lease. Each lease of a Unit, a portion thereof or any Improvement thereon, shall include a provision that the tenancy is subject to the Declaration, the Bylaws and then-current Rules and Regulations.
- (b) Owner Must Pay Assessments. No Unit Owner shall be permitted to lease such Unit Owner's Unit, portion thereof, or Improvement thereon, unless he or she has paid all Assessments (including Special Assessments) in full to the Association and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit.
- (c) Owner Must Notify Tenant of Association Happenings. Any communications made by the Association, by and through the Professional Property Manager or otherwise, to Owners, including changes in Rules and Regulations, shall be communicated by the Unit Owner to its tenant. If a Unit Owner provides defective notice to its tenant, the Unit Owner shall be liable for any breach by its tenant relating thereto.
- (d) Owner Must Notify Professional Property Manager of Tenancy. Within three business days of a Unit Owner executing a lease of its Unit, the Unit Owner shall notify the Professional Property Manager of the tenancy,

provide a copy of the lease and provide the tenant's contact information in a form acceptable to the Professional Property Manager.

**ARTICLE VII.
EASEMENTS**

Section 7.01 Utility Easements. The Declarant hereby creates for the benefit of the Association, an easement upon, across, over and under the Common Elements and Units for reasonable ingress, egress, installation, replacing, repairing or maintaining of all utilities, including, but not limited to, electricity, gas, water, sewer, telephone, cable television, and other communications services. By virtue of this easement, a providing utility company may erect and maintain the necessary equipment on the Common Elements and Units. This easement shall in no way affect any other recorded easements on the Units or Common Elements.

Section 7.02 Easements for Enjoyment of Common Elements. The Declarant hereby creates easements over the Common Elements for the benefit of the Units and Association:

- (a) For the installation, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Units and which pass across or through a portion of the Common Elements;
- (b) For the installation, repair, maintenance, use, removal or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements; and,
- (c) For the maintenance of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of the Common Elements.

Section 7.03 Maintenance Easement. The Declarant creates for the benefit of the Association, an easement upon, across, over, in and under all Common Elements and Units as may be necessary or appropriate to perform the functions of the Association pursuant to this Declaration, the Bylaws or as required by law.

Section 7.04 Pedestrian Easements. Declarant hereby reserves for the Association and the Units, including such Unit's Owners, occupants, and mortgagees, or permittees, a nonexclusive easement for the purpose of pedestrian traffic between each Unit; limited, however, to those portions of each Unit which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use by the Permittees in conformity with this Declaration and the Plat.

Section 7.05 Vehicular Easements. Declarant hereby reserves for the Association and the Units, including such Unit's Owners, occupants, and mortgagees or permittees, a nonexclusive mutual easement in the areas designated as parking and driveways on Plat for the purpose of vehicular traffic to permit ingress and egress and parking.

Section 7.06 Declarant's Easements. In addition to the easements otherwise provided for by this Declaration and by the Act, Declarant reserves each of the following easements for itself and its assignees. These easements shall also run in favor of the contractors, engineers, architects, subcontractors, agents, employees, professionals of each of the foregoing and such other persons as shall be designated by the Declarant. Any Person exercising any easement provided for by this Section 7.06 shall be liable to the Association and shall indemnify and hold harmless the Association for any damage to the Common Elements resulting therefrom. These easements shall remain in effect until all Units have been conveyed to persons other than the Declarant and until Declarant shall have satisfied all of its obligations under the Declaration and all commitments of any nature (which may require the exercise of such easement) in favor of any Unit Owner, tenants of Unit Owners, the Association and the condominium and until all improvements to be made to individual Units have been fully developed:

- (a) To use portions of the Common Elements and any Units owned by Declarant and each assignee or Declarant for construction related purposes including, but not limited to, the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property;
- (b) On, over and under the Common Elements for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other reasonably necessary action provided that any such action shall not interfere materially with the use of the parking area;
- (c) Through the Units for any access necessary to complete any construction to be performed by Declarant, so long as it does not interfere with drive aisles in the Common Elements and sufficient lanes are open for traffic; and
- (d) Except as otherwise provided for by this Declaration on, over or under the Common Elements, for all purposes relating to the construction and development of the improvements to such Common Elements, so long as it does not interfere with common area traffic lanes and sufficient lanes are open for traffic. This easement shall include, without limitation, the right of vehicular, pedestrian and construction equipment access, ingress and egress, on, over or under the Common Elements or any portion thereof, the right to park vehicles upon the Common Elements and to engage in construction activities of any nature whatsoever, including the movement and storage of building materials and equipment and the conduct of all other activities on the Common Elements in any manner related to the completion of the obligations of the Declarant with respect to the improvements to be initially made to the Condominium including the buildings to be constructed on the Property.

**ARTICLE VIII.
MISCELLANEOUS PROVISIONS**

Section 8.01 Nebraska Condominium Act. The Property is subject to the provisions of the Act. This Declaration incorporates the provisions of the Act herein. To the extent any provisions of the Act and this Declaration are in conflict, the provisions of the Act supersedes. In the instance of the numerous provisions of the Act allowing the Act's provisions to be altered by the Declaration or Bylaws, this reference confirms the Declarant's express intent to do so and for the provisions of this Declaration to be read consistently with the Act.

Section 8.02 Enforcement. The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of the Association Documents.

Section 8.03 No Waiver. Failure by the Association or by any Unit Owner to enforce any covenant or restriction contained in the Association Documents shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.04 Severability. Invalidation of anyone 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 8.05 Duration. Except as they may be earlier terminated or amended pursuant to Section 8.06 and Section 8.07 below, the covenants and restrictions of this Declaration shall run with and bind the Association in perpetuity, or until the maximum amount of time permissible under NEB. REV. STAT. § 76-2002 or the Act.

Section 8.06 Termination of Association. The Association may be terminated only in the manner provided for in the Bylaws or the Act.

Section 8.07 Amendments.

- (a) Except to the extent permitted or required by other provisions of the Act, the Declaration, including the Plat, may be amended by supermajority vote of the Unit Owners. Supermajority vote means a vote in which at least sixty-seven percent (67%) of the total votes allocated under Section 1.02 vote in favor of the amendment.
- (b) Except to the extent expressly permitted or required by the Act, an amendment to the Declaration shall not create or increase the number of Units or change the boundaries of any Unit, the allocated interest of a Unit, or the use as to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.
- (c) Any amendment adopted by the Unit Owners pursuant to this Section shall be signed by a party having authority to sign on behalf of the Association and shall be recorded with the Register of Deeds of Douglas County, Nebraska. Any such amendment shall certify that the amendment has been approved as required by this Section.

Section 8.08 Remedies Cumulative. Each remedy provided in this Declaration is cumulative and not exclusive.

Section 8.09 Notices. All notices, demands, statements or other communications required to be given or served under this Declaration shall be in writing and shall be delivered by (a) electronic mail to an address such Unit Owner has on file with the Association or (b) United States first class mail, postage prepaid. A Unit Owner may change its address on file with the Association for receipt of notices by delivering a written notice of change of address to the Association pursuant to this section.

Section 8.10 Binding Effect. By acceptance of a deed or by acquiring any ownership interest in any portion of the Association, each Person, for himself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, easements, uses, and regulations now or hereafter imposed by the Association Documents and any amendments thereof. In addition, each such Person by so doing thereby acknowledges that the Association Documents set forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, easements, uses, and regulations contained in the Association Documents shall run with the land and be binding on all subsequent and future Unit Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such Person fully understands and acknowledges that the Association Documents shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Unit Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the Units and the membership in the Association and the other rights created by the Association Documents shall not be separated or separately conveyed and each shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit.

Section 8.11 Headings. The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections or of this Declaration.

Section 8.12 Survival of Liability. The termination of membership in the Association shall not relieve or release any such former Unit Owner or Member from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership or membership, or impair any rights or remedies which the Association may have against such former Owner or Member arising out of, or in any way connected with, such ownership or membership and the covenants and obligations incident thereto.

Section 8.13 Construction. In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Bylaws or Rules and Regulations, the provisions of this Declaration shall prevail.

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Section 8.14 Joint and Several Liability. In the case of joint ownership of a Unit, the liabilities and obligations of each of the joint Unit Owners set forth in, or imposed by, the Association Documents shall be joint and several.

Section 8.15 Guests and Tenants. Each Unit Owner shall, to the extent permitted by Nebraska law, be responsible for compliance by his agents, tenants, guests, invitees, licensees and their respective servants, agents, and employees with the provisions of the Association Documents. A Unit Owner's failure to ensure compliance by such persons shall be grounds for the same action available to the Association or any other Unit Owner by reason of such Unit Owner's own noncompliance.

Section 8.16 Attorneys' Fees and Costs. In the event the Declarant, the Association or any Unit Owner employs an attorney or attorneys to enforce an Assessment Lien or to collect any amounts due from a Unit Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Association Documents, the prevailing party in any such action shall be entitled to recover from the other party his reasonable attorneys' fees and costs, including expert fees, incurred in the action.

Section 8.17 Number of Days. In computing the number of days for purposes of any provision of the Association Documents, all days shall be counted including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

Section 8.18 Notice of Violation. The Association shall have the right to record a written notice of a violation by any Unit Owner of any restriction or provision of the Association Documents. The notice shall be executed and acknowledged by an officer of the Association (*i.e.*, the Professional Property Manager set forth in the Bylaws) and shall contain substantially the following information: (i) the name of the Unit Owner; (ii) the legal description of the Unit against which the notice is being recorded; (iii) a brief description of the nature of the violation; (iv) a statement that the notice is being recorded by the Association pursuant to this Declaration; and (v) a statement of the specific steps which must be taken by the Unit Owner to cure the violation. Recordation of a Notice of Violation shall serve as a notice to the Unit Owner and to any subsequent purchaser of the Unit that there is a violation of the provisions of the Association Documents. If, after the recordation of such Notice, it is determined by the Association that the violation referred to in the Notice has been cured, the Association shall record a notice of compliance which shall state the legal description of the Unit against which the Notice of Violation was recorded, the recording data of the Notice of Violation, and shall state that the violation referred to in the Notice of Violation has been cured, or if such be the case, that it did not exist.

Section 8.19 Declarant's Disclaimer of Representations. While Declarant has no reason to believe that any of the provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any provisions of this Declaration. Any Unit Owner acquiring a Unit in reliance on one or more of the provisions in this Declaration shall assume all risks of the validity and enforceability thereof and by acquiring the Unit agrees to hold Declarant, the Association and any future Board members and officers of the Association harmless therefrom.

Section 8.20 No Absolute Liability. No provision of the Association Documents shall be interpreted or construed as imposing on Unit Owners absolute liability for damage to the Common Elements or the Units. Unit Owners shall only be responsible for damage to the Common Elements or Units caused by the Unit Owners' negligence or intentional acts.

Section 8.21 Section 878 Waiver. Pursuant to Section 878 of the Act, all Unit Owners, by taking ownership in the Units subject to this Declaration, expressly waive the provisions of Section 878 to 894 of the Act.

ARTICLE IX. DEFINITIONS

Section 9.01 Act. The "Act" means the Nebraska Condominium Act, as set forth in NEB. REV. STAT. §§ 76-825 to 76-894. If the Act is amended, then "Act" means the Nebraska Condominium Act as amended, its analog or replacement.

Section 9.02 Assessments. "Assessments" means the Assessments levied under ARTICLE II.

Section 9.03 Assessment Lien. "Assessment Lien" has the meaning set forth in Section 3.06(b).

Section 9.04 Association. "Association" has the meaning set forth the preamble.

Section 9.05 Bylaws. "Bylaws" has the meaning set forth in Section 1.06.

Section 9.06 Common Elements. "Common Elements" means all portions of the Property other than the Units, including, without limitation, the parking lots, ingress and egress driveways, and common landscaping.

Section 9.07 Common Expenses. "Common Expenses" means all expenses incurred by the Association performing its obligations regarding the Common Elements including, without limitation:

- (a) Management, operation, repair and replacement of the Common Elements and those parts of any Units, if any, which the Association has responsibility of maintaining repairing and replacing;

- (b) The cost of wages, material, insurance premiums, services, supplies and other expenses required for the administration, operation, maintenance and repair of the Common Elements (and those parts of any Units, if any, which the Association has responsibility of maintaining, repairing and replacing); and
- (c) The amounts necessary to provide general operating reserves and reserves for contingencies and replacements.

Section 9.08 Declaration. "Declaration" means this This Declaration of Covenants, Conditions, Restrictions and Easements for Boardwalk Commons.

Section 9.09 Eligible Mortgage. "Eligible Mortgage" means (1) any first or second mortgage, deed of trust, or a fee simple or leasehold interest in an entire Unit to secure an obligation to a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust, credit corporation, or other institutional investor or lender and (2) any other mortgage or deed of trust which is designated by the Association as being an Eligible Mortgage. A holder of an Eligible Mortgage is referred to in this document as an "Eligible Mortgagee". A condition precedent to be an Eligible Mortgage is to provide notice to the Association in the manner set forth in Section 1.12(a)(2).

Section 9.10 Improvements. "Improvements" means all structures, underground installations, slope and grade alterations, lighting, roads, walkways, curbs, gutters, storm drains, drainageways, utilities, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, patio areas, windbreaks, plantings, planted trees and shrubs, sidewalks, poles, flags; signs, storage or display areas, loading areas, docks, water retention areas, fountains, water features, ponds, recreational facilities and all other structures, land development or landscaping improvements of every type and kind, except any and all public improvements installed or to be installed and maintained by the City of Omaha or any sanitary and improvement district formed or to be formed.

Section 9.11 Unit. "Unit" means those Units legally described in the second recital to this Declaration.

Section 9.12 Nebraska Condominium Act. "Nebraska Condominium Act" means NEB. REV. STAT. §§ 76-825 to 76-894. If the Nebraska Condominium Act is amended, in whole or in part, then reference to the Nebraska Condominium Act in this Declaration means the then-current and applicable law regulating the ownership of real property in the State of Nebraska as a condominium.

Section 9.13 Owner. "Owner" means the fee interest owner of any Unit or Units, including, without limitation, one who is buying a Unit or Units under a recorded contract, but excluding Mortgages and others who hold such title merely as security. Owner shall not include a Lessee of a Unit or Units, or any portion thereof.

Section 9.14 Person. "Person" means and refer to a natural person, corporation, partnership, limited liability company, a trust or any other legal entity.

Section 9.15 Professional Property Manager. "Professional Property Manager" has the meaning set forth in Article III of the Bylaws.

Section 9.16 Plat. "Plat" means the final subdivision plat and any amendments, administrative subdivisions, minor plats or other modifications thereof, as set forth in the Recitals of this Declaration.

Section 9.17 Site Plan. "Site Plan" means and refers to the plan of development as depicted on Exhibit A that is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT:
OMAHA PACIFIC PLAZA, LLC

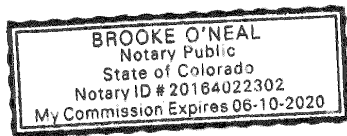
By: Benjamin Schwessler
Its: Manager

Acknowledgement

State of Colorado)
Denver) s.s.
Douglas County)

The foregoing instrument was acknowledged before me on December 3rd, 2019 by Benjamin Schwessler, the manager acting on behalf of Omaha Pacific Plaza, LLC, a limited liability company.

[Signature]
Notary Public



CONSENT TO AND RATIFICATION OF DECLARATION

The undersigned hereby consents to the above and foregoing Declaration; agrees that the Property (as defined in Exhibit A, above) shall be owned, held, transferred, sold leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approved of the recordation of this Declaration in the Office of the Douglas County, Nebraska, Register of Deeds against the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 27th day of November, 2019.

LENDER:

BANK OF COLORADO

By: Lori Annand

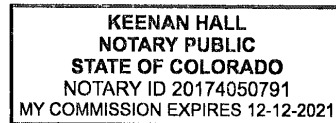
Its: Senior Vice President

STATE OF Colorado)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 27 day of November, 2019 by Lori Annand, the Senior Vice President of Bank of Colorado, for and on behalf of the Bank.

[Signature]
Notary Public

My commission expires: 12-12-2021



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EXHIBIT "A"

"Property", as used in that certain Declaration to which this exhibit is attached, means all the following real property:

[See Legal Description(s) for "Site Plan" Attached]

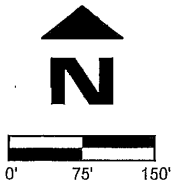
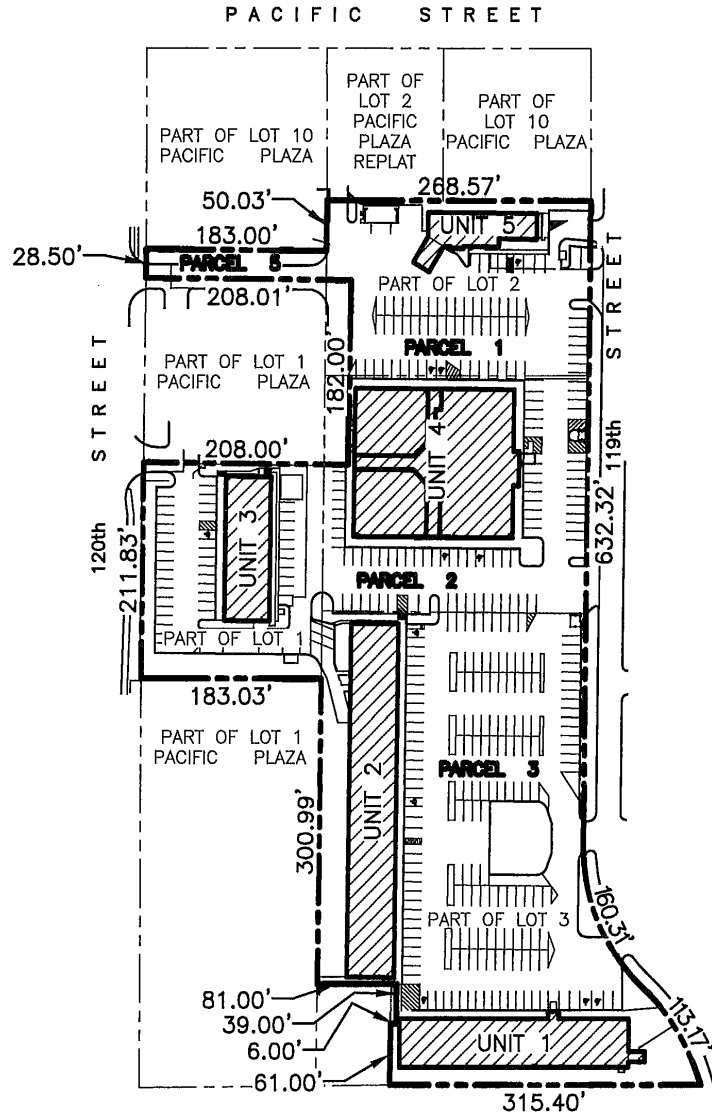
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BOARDWALK COMMONS



JUNE 4, 2019
DAVID H. NEEF
NEBRASKA RLS 475

I HEREBY CERTIFY THAT THIS DRAWING WAS MADE UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.



| | | | |
|--|---|---|------------------|
| TD2 engineering & surveying | Job Number: 200-19-48CR | Date: JUNE 4, 2019 | SITE PLAN |
| | thompson, dreessen & dorner, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com | Drawn By: BJH Reviewed By: DHN Revision Date: | |
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BOARDWALK COMMONS


LEGAL DESCRIPTION – SITE PLAN

PARCEL 1:

A TRACT OF LAND LOCATED IN PART OF LOT TWO (2) AND PART OF LOT THREE (3), IN PACIFIC PLAZA REPLAT, A REPLAT OF PART OF LOT TEN (10), IN PACIFIC PLAZA ADDITION, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST RIGHT OF WAY LINE OF 119TH STREET AND THE SOUTH RIGHT OF WAY LINE OF PACIFIC STREET; THENCE SOUTH 00 DEGREES 30 MINUTES 11 SECONDS WEST, (ASSUMED BEARING), ALONG SAID WEST RIGHT OF WAY LINE OF 119TH STREET, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 30 MINUTES 11 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE OF 119TH STREET, A DISTANCE OF 341.37 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 49 SECONDS WEST, A DISTANCE OF 243.87 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 23 SECONDS EAST, A DISTANCE OF 338.85 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 243.57 FEET, TO THE POINT OF BEGINNING.

PARCEL 2:

A PART OF LOTS ONE (1) AND THREE (3), IN PACIFIC PLAZA REPLAT, A REPLAT OF PART OF LOT TEN (10), IN PACIFIC PLAZA ADDITION, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE (1), IN PACIFIC PLAZA REPLAT; THENCE SOUTH 00 DEGREES 33 MINUTES 23 SECONDS WEST (ASSUMED BEARING), ALONG THE EAST RIGHT OF WAY LINE OF 120TH STREET, A DISTANCE OF 208.50 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 26 MINUTES 37 SECONDS EAST, A DISTANCE OF 208.00 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 23 SECONDS WEST, A DISTANCE OF 78.27 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 49 SECONDS EAST, A DISTANCE OF 243.87 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF 119TH STREET; THENCE SOUTH 00 DEGREES 30 MINUTES 11 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE OF 119TH STREET, A DISTANCE OF 67.57 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 49 SECONDS WEST, A DISTANCE OF 268.88 FEET, TO A POINT ON THE WEST LINE OF SAID LOT THREE (3), PACIFIC PLAZA REPLAT; THENCE SOUTH 00 DEGREES 35 MINUTES 17 SECONDS WEST ALONG SAID WEST LINE OF LOT THREE (3), PACIFIC PLAZA REPLAT, A DISTANCE OF 63.97 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 58 SECONDS WEST, A DISTANCE OF 183.03 FEET, TO A POINT ON SAID EAST RIGHT OF WAY LINE OF 120TH STREET; THENCE NORTH 00 DEGREES 33 MINUTES 23 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE OF 120TH STREET, A DISTANCE OF 211.83 FEET TO THE POINT OF BEGINNING.

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|  | Job Number: 200-19-48CR thompson, dreessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com | Date: JUNE 4, 2019 Drawn By: BJH Reviewed By: DNH Revision Date: | <h2>SITE PLAN</h2> | |
| | | | SHEET 2 OF 16 | Book Page |

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BOARDWALK COMMONS


LEGAL DESCRIPTION – SITE PLAN

PARCEL 3:

A PART OF LOT THREE (3), IN PACIFIC PLAZA REPLAT, A REPLAT OF PART OF LOT TEN (10), PACIFIC PLAZA ADDITION, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT THREE (3), PACIFIC PLAZA REPLAT; THENCE SOUTH 89 DEGREES 56 MINUTES 37 SECONDS WEST (ASSUMED BEARING), ALONG THE SOUTH LINE OF SAID LOT THREE (3), PACIFIC PLAZA REPLAT, A DISTANCE OF 315.40 FEET ON THE SOUTH LINE OF SAID LOT THREE (3) TO THE EAST LINE OF THE WEST 75.00 FEET OF SAID LOT THREE (3); THENCE NORTH 00 DEGREES 35 MINUTES 17 SECONDS EAST 61.00 FEET ON THE EAST LINE OF SAID WEST 75.00 FEET OF SAID LOT THREE (3); THENCE NORTH 89 DEGREES 56 MINUTES 37 SECONDS EAST 6.00 FEET ON THE NORTH LINE OF THE SOUTH 61.00 FEET OF SAID LOT THREE (3); THENCE NORTH 00 DEGREES 35 MINUTES 17 SECONDS EAST 39.00 FEET ON THE EAST LINE OF THE WEST 81.00 FEET OF SAID LOT THREE (3); THENCE SOUTH 89 DEGREES 56 MINUTES 37 SECONDS WEST 81.00 FEET ON THE NORTH LINE OF THE SOUTH 100.00 FEET OF SAID LOT THREE (3) TO THE WEST LINE OF SAID LOT THREE (3); THENCE NORTH 00 DEGREES 35 MINUTES 17 SECONDS EAST, ALONG SAID WEST LINE OF LOT THREE (3), PACIFIC PLAZA REPLAT, A DISTANCE OF 364.96 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 49 SECONDS EAST, A DISTANCE OF 268.88 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 119TH STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF 119TH STREET, ON THE FOLLOWING DESCRIBED COURSES; THENCE SOUTH 00 DEGREES 30 MINUTES 11 SECONDS WEST, A DISTANCE OF 223.38 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 194.87 FEET, A DISTANCE OF 160.31 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS SOUTH 23 DEGREES 03 MINUTES 49 SECONDS EAST, A DISTANCE OF 155.82 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 209.14 FEET, A DISTANCE OF 113.17 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS SOUTH 31 DEGREES 01 MINUTES 54 SECONDS EAST, A DISTANCE OF 111.79 FEET, TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PART OF LOTS ONE (1) AND TWO (2), PACIFIC PLAZA REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT ONE (1); THENCE SOUTH 00 DEGREES 33 MINUTES 23 SECONDS WEST (ASSUMED BEARING) 28.50 FEET ON THE WEST LINE OF SAID LOT ONE (1); THENCE SOUTH 89 DEGREES 59 MINUTES 44 SECONDS EAST, 208.01 FEET ON A LINE 28.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT ONE (1) TO A POINT 25.00 FEET EAST OF THE WEST LINE OF SAID LOT TWO (2); THENCE NORTH 00 DEGREES 33 MINUTES 23 SECONDS EAST 78.58 FEET ON A LINE 25.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT TWO (2) TO A POINT 150.00 FEET SOUTH OF A NORTH LINE OF SAID LOT TWO (2); THENCE SOUTH 89 DEGREES 59 MINUTES 40 SECONDS EAST 25.00 FEET ON A LINE 150.00 FEET SOUTH OF AND PARALLEL WITH A NORTH LINE OF SAID LOT TWO (2) TO THE WEST LINE OF SAID LOT TWO (2); THENCE SOUTH 00 DEGREES 33 MINUTES 23 SECONDS WEST 50.03 FEET ON THE WEST LINE OF SAID LOT TWO (2) TO THE NORTHEAST CORNER OF SAID LOT ONE (1); THENCE NORTH 89 DEGREES 59 MINUTES 44 SECONDS WEST 183.00 FEET ON THE NORTH LINE OF SAID LOT ONE (1) TO THE POINT OF BEGINNING.

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|  | Job Number: 200-19-48CR thompson, dreessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com | Date: JUNE 4, 2019 Drawn By: BJH Reviewed By: DHN Revision Date: | <h2 style="text-align: center;">SITE PLAN</h2> | Book Page |
| | | | SHEET 3 OF 16 | |

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Exhibit 1.02
Plat of Units and Common Areas

[See Attached]

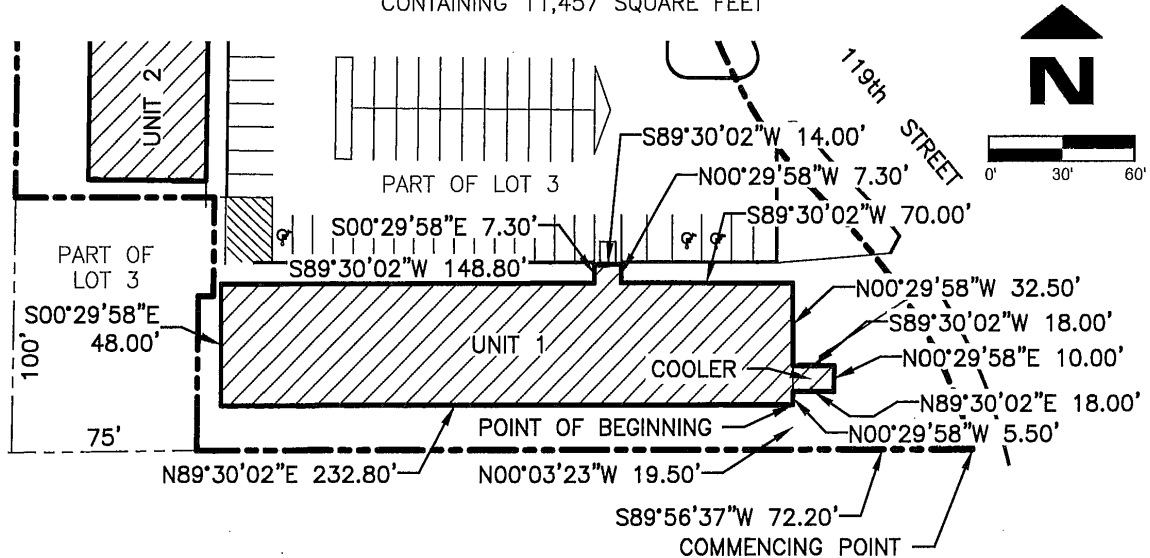
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BOARDWALK COMMONS

LEGAL DESCRIPTION – UNIT 1

THAT PART OF LOT 3, PACIFIC PLAZA REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3;
 THENCE S89°56'37"W (ASSUMED BEARING) 72.20 FEET ON THE SOUTH LINE OF SAID LOT 3;
 THENCE N00°03'23"W 19.50 FEET TO THE CORNER OF AN EXISTING BUILDING AND THE POINT OF BEGINNING;
 THENCE N00°29'58"W 5.50 FEET ON THE EAST LINE OF SAID EXISTING BUILDING TO THE SOUTH LINE OF AN ATTACHED COOLER;
 THENCE N89°30'02"E 18.00 FEET ON THE SOUTH LINE OF SAID ATTACHED COOLER;
 THENCE N00°29'58"E 10.00 FEET ON THE EAST LINE OF SAID ATTACHED COOLER;
 THENCE S89°30'02"W 18.00 FEET ON THE NORTH LINE OF SAID ATTACHED COOLER;
 THENCE N00°29'58"W 32.50 FEET ON THE EAST LINE OF SAID EXISTING BUILDING TO THE NORTHEAST CORNER THEREOF;
 THENCE WESTERLY ON THE NORTH LINES OF SAID EXISTING BUILDING ON THE FOLLOWING DESCRIBED FIVE COURSES;
 THENCE S89°30'02"W 70.00 FEET;
 THENCE N00°29'58"W 7.30 FEET;
 THENCE S89°30'02"W 14.00 FEET;
 THENCE S00°29'58"E 7.30 FEET;
 THENCE S89°30'02"W 148.80 FEET TO THE NORTHWEST CORNER OF SAID EXISTING BUILDING;
 THENCE S00°29'58"E 48.00 FEET ON THE WEST LINE OF SAID EXISTING BUILDING TO THE SOUTHWEST CORNER THEREOF;
 THENCE N89°30'02"E 232.80 FEET ON THE SOUTH LINE OF SAID EXISTING BUILDING TO THE POINT OF BEGINNING.

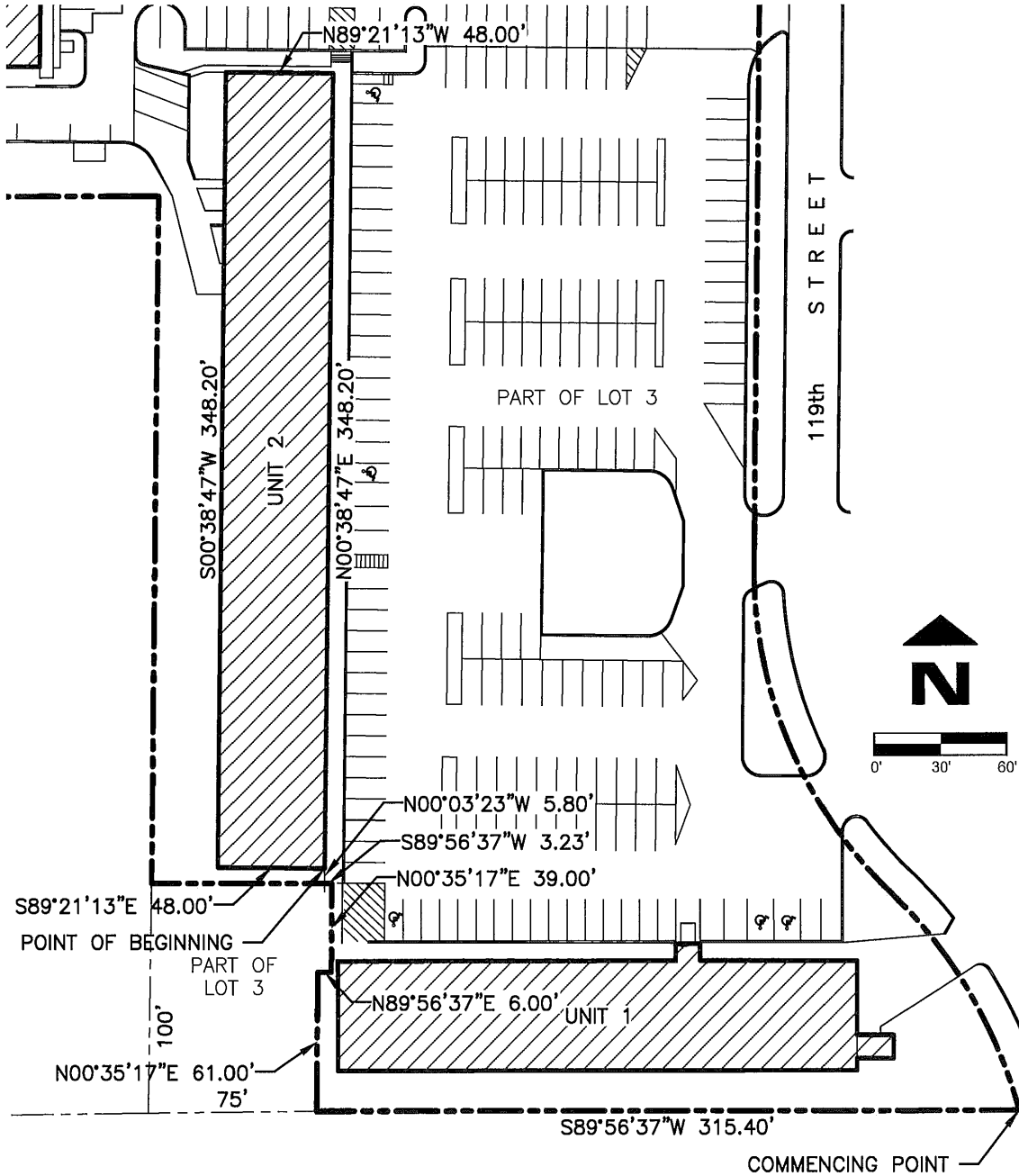
CONTAINING 11,457 SQUARE FEET



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| | Job Number: 200-19-48CR thompson, dreessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com | Date: JUNE 4, 2019 Drawn By: BJH Reviewed By: DHN Revision Date: | <h1>UNIT 1</h1> |
| | SHEET 4 OF 16 | | Book Page |

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BOARDWALK COMMONS



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 engineering
 & surveying

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 10836 Old Mill Rd
 Omaha, NE 68154
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 td2co.com

Date: JUNE 4, 2019
 Drawn By: BJH
 Reviewed By: DHN
 Revision Date:

UNIT 2

SHEET 5 OF 16

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BOARDWALK COMMONS

LEGAL DESCRIPTION – UNIT 2

THAT PART OF LOT 3, PACIFIC PLAZA REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3;

THENCE S89°56'37"W (ASSUMED BEARING) 315.40 FEET ON THE SOUTH LINE OF SAID LOT 3 TO THE EAST LINE OF THE WEST 75.00 FEET OF SAID LOT 3;

THENCE N00°35'17"E 61.00 FEET ON THE EAST LINE OF THE WEST 75.00 FEET OF SAID LOT 3;

THENCE N89°56'37"E 6.00 FEET ON THE NORTH LINE OF THE SOUTH 61.00 FEET OF SAID LOT 3;

THENCE N00°35'17"E 39.00 FEET ON THE EAST LINE OF THE WEST 81.00 FEET OF SAID LOT 3;

THENCE S89°56'37"W 3.23 FEET ON THE NORTH LINE OF THE SOUTH 100.00 FEET OF SAID LOT 3;

THENCE N00°03'23"W 5.80 FEET TO THE CORNER OF AN EXISTING BUILDING AND THE POINT OF BEGINNING;

THENCE N00°38'47"E 348.20 FEET ON THE EAST LINE OF SAID EXISTING BUILDING;

THENCE N89°21'13"W 48.00 FEET ON THE NORTH LINE OF SAID EXISTING BUILDING;

THENCE S00°38'47"W 348.20 FEET ON THE WEST LINE OF SAID EXISTING BUILDING;

THENCE S89°21'13"E 48.00 FEET ON THE SOUTH LINE OF SAID EXISTING BUILDING TO THE POINT OF BEGINNING.

CONTAINING 16,714 SQUARE FEET



Job Number: 200-19-48CR
thompson, dreessen & dörner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: JUNE 4, 2019
Drawn By: BJH
Reviewed By: DHN
Revision Date:

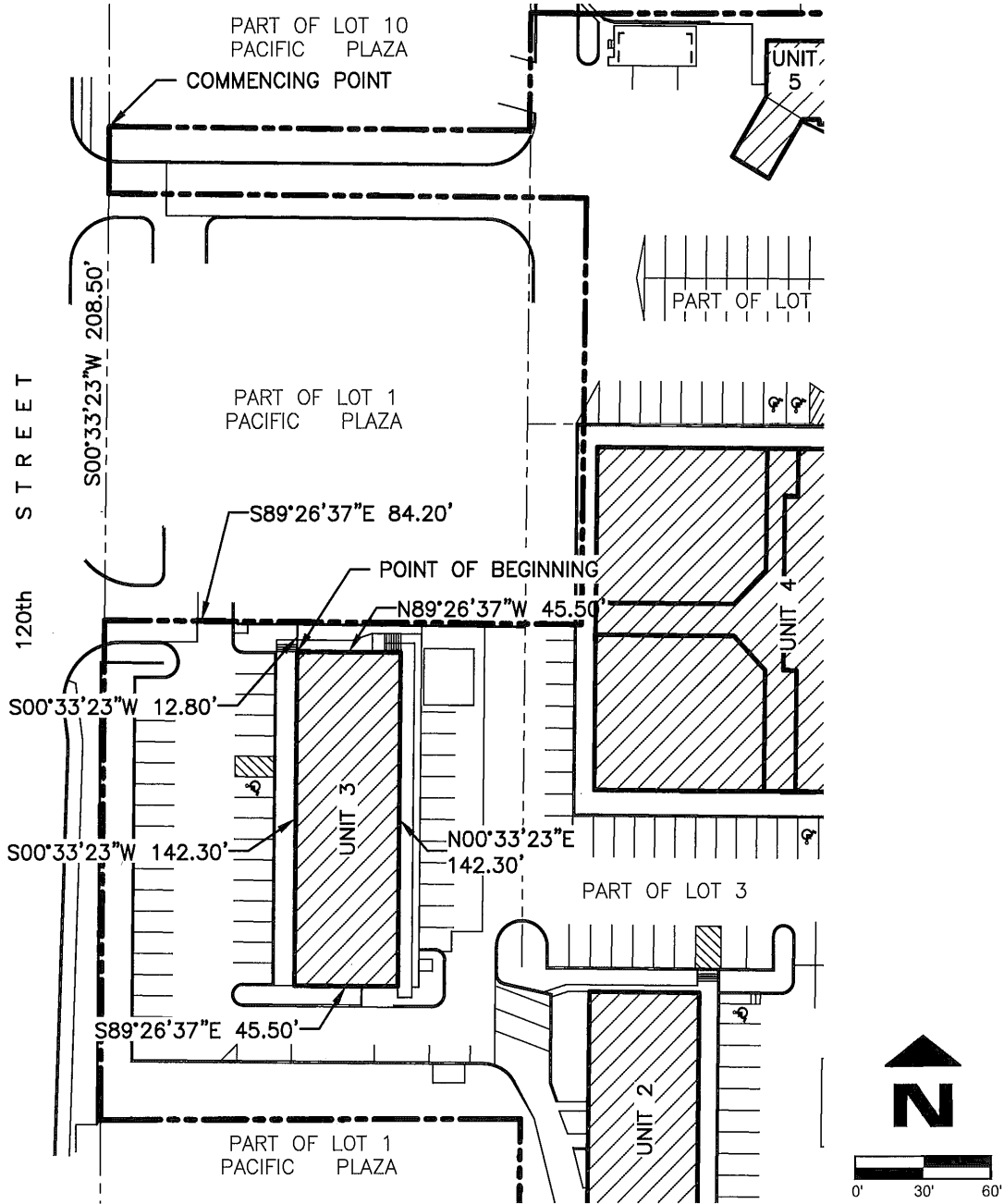
UNIT 2

SHEET 6 OF 16

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7/9/2019 3:01 PM DAVE NEEF H:\200\200-19\048 Omaha Partners 1324 S 189th St Pacific Plaza Replat\200-19-48CR1.dwg

BOARDWALK COMMONS



| | | | |
|-----------|------------------------------------|--------------------|----------------------|
| | Job Number: 200-19-48CR | Date: JUNE 4, 2019 | <h2>UNIT 3</h2> |
| | thompson, dreessen & dornier, inc. | Drawn By: BJH | |
| | 10836 Old Mill Rd | Reviewed By: DHN | |
| | Omaha, NE 68154 | Revision Date: | |
| | p.402.330.8860 f.402.330.5866 | | |
| td2co.com | | | <p>SHEET 7 OF 16</p> |

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BOARDWALK COMMONS

LEGAL DESCRIPTION – UNIT 3

THAT PART OF LOT 1, PACIFIC PLAZA REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1;

THENCE S00°33'23"W (ASSUMED BEARING) 208.50 FEET ON THE WEST LINE OF SAID LOT 1;

THENCE S89°26'37"E 84.20 FEET;

THENCE S00°33'23"W 12.80 FEET TO THE CORNER OF AN EXISTING BUILDING AND THE POINT OF BEGINNING;


THENCE S00°33'23"W 142.30 FEET ON THE WEST LINE OF SAID EXISTING BUILDING;

THENCE S89°26'37"E 45.50 FEET ON THE SOUTH LINE OF SAID EXISTING BUILDING;

THENCE N00°33'23"E 142.30 FEET ON THE EAST LINE OF SAID EXISTING BUILDING;

THENCE N89°26'37"W 45.50 FEET ON THE NORTH LINE OF SAID EXISTING BUILDING TO THE POINT OF BEGINNING.

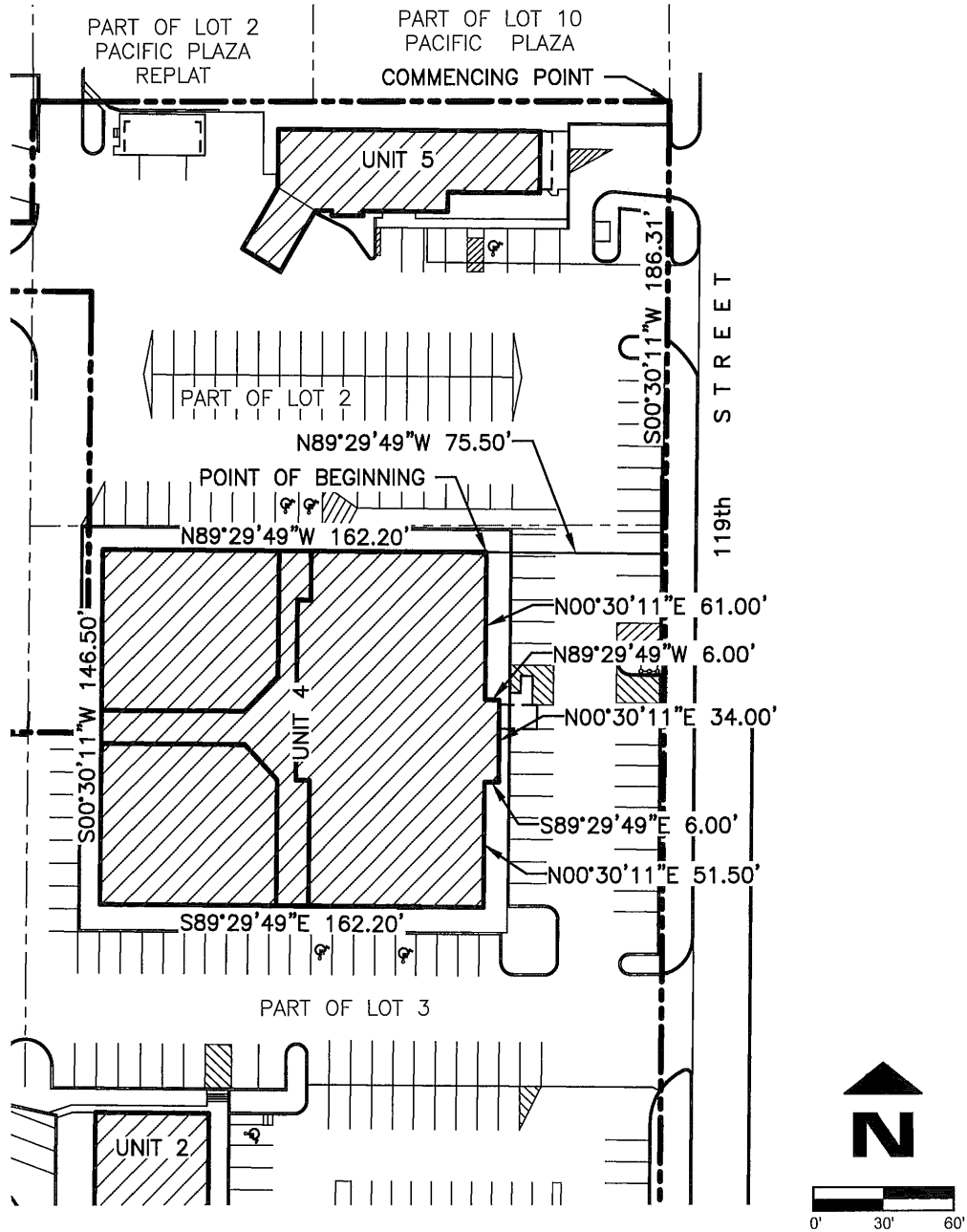
CONTAINING 6,475 SQUARE FEET

| | | | |
|---|---|---|-----------------|
|  | Job Number: 200-19-48CR | Date: JUNE 4, 2019 | <h1>UNIT 3</h1> |
| | thompson, dreessen & dorner, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com | Drawn By: BJH Reviewed By: DHN Revision Date: | |

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BOARDWALK COMMONS



| | | | |
|---------------|---|--------------------|-----------------|
| | Job Number: 200-19-48CR | Date: JUNE 4, 2019 | <h2>UNIT 4</h2> |
| | thompson, dreessen & dörner, inc. 10836 Old Mill Rd Omaha, NE 68154 | Drawn By: BJH | |
| | p.402.330.8860 f.402.330.5866 td2co.com | Reviewed By: DHN | |
| | | Revision Date: | |
| SHEET 9 OF 16 | | | Book Page |

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BOARDWALK COMMONS

LEGAL DESCRIPTION – UNIT 4

THAT PART OF LOT 3, PACIFIC PLAZA REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, SAID PACIFIC PLAZA REPLAT;

THENCE S00°30'11"W (ASSUMED BEARING) 186.31 FEET ON THE EAST LINE OF SAID LOTS 2 AND 3;

THENCE N89°29'49"W 75.50 FEET TO THE NORTHEAST CORNER OF AN EXISTING BUILDING AND THE POINT OF BEGINNING;

THENCE CONTINUING N89°29'49"W 162.20 FEET ON THE NORTH LINE OF SAID EXISTING BUILDING TO THE NORTHWEST CORNER THEREOF;

THENCE S00°30'11"W 146.50 FEET ON THE WEST LINE OF SAID BUILDING TO THE SOUTHWEST CORNER THEREOF;

THENCE S89°29'49"E 162.20 FEET ON THE SOUTH LINE OF SAID EXISTING BUILDING TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTHERLY ON THE EAST LINES OF SAID EXISTING BUILDING ON THE FOLLOWING DESCRIBED FIVE COURSES;

THENCE N00°30'11"E 51.50 FEET;


THENCE S89°29'49"E 6.00 FEET;

THENCE N00°30'11"E 34.00 FEET;

THENCE N89°29'49"W 6.00 FEET;

THENCE N00°30'11"E 61.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,966 SQUARE FEET

| | | | |
|---|---|---|----------------|
|  | Job Number: 200-19-48CR thompson, dressen & dörner, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com | Date: JUNE 4, 2019 Drawn By: BJH Reviewed By: DHN Revision Date: | UNIT 4 |
| | | | SHEET 10 OF 16 |

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BOARDWALK COMMONS

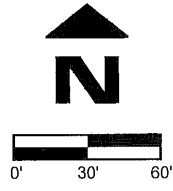
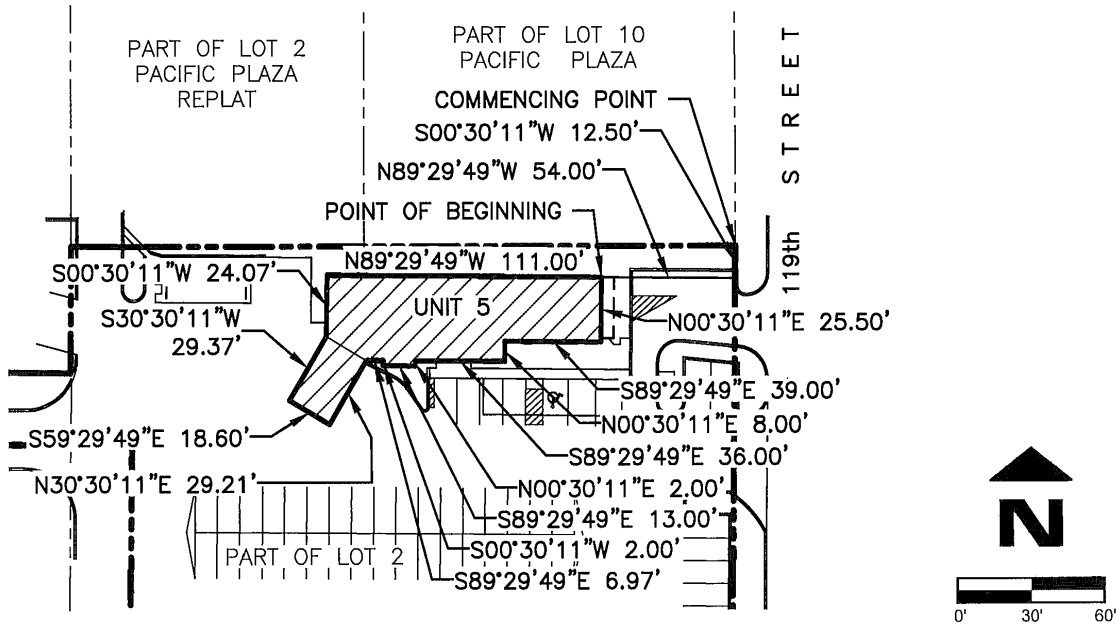
LEGAL DESCRIPTION UNIT 5

THAT PART OF LOT 2, PACIFIC PLAZA REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2;

THENCE S00°30'11"W (ASSUMED BEARING) 12.50 FEET ON THE EAST LINE OF SAID LOT 2;
 THENCE N89°29'49"W 54.00 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUING N89°29'49"W 111.00 FEET;
 THENCE S00°30'11"W 24.07 FEET; THENCE S30°30'11"W 29.37 FEET;
 THENCE S59°29'49"E 18.60 FEET; THENCE N30°30'11"E 29.21 FEET;
 THENCE S89°29'49"E 6.97 FEET; THENCE S00°30'11"W 2.00 FEET;
 THENCE S89°29'49"E 13.00 FEET; THENCE N00°30'11"E 2.00 FEET;
 THENCE S89°29'49"E 36.00 FEET; THENCE N00°30'11"E 8.00 FEET;
 THENCE S89°29'49"E 39.00 FEET; THENCE N00°30'11"E 25.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,902 SQUARE FEET



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|--|--|---|-----------------|
| | Job Number: 200-19-48CR thompson, dreessen & dörner, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com | Date: JUNE 4, 2019 Drawn By: BJH Reviewed By: DHH Revision Date: | <h2>UNIT 5</h2> |
| | | | SHEET 11 OF 16 |

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BOARDWALK COMMONS

LEGAL DESCRIPTION – COMMON AREA

PARCEL 1:


A TRACT OF LAND LOCATED IN PART OF LOT TWO (2) AND PART OF LOT THREE (3), IN PACIFIC PLAZA REPLAT, A REPLAT OF PART OF LOT TEN (10), IN PACIFIC PLAZA ADDITION, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST RIGHT OF WAY LINE OF 119TH STREET AND THE SOUTH RIGHT OF WAY LINE OF PACIFIC STREET; THENCE SOUTH 00 DEGREES 30 MINUTES 11 SECONDS WEST, (ASSUMED BEARING), ALONG SAID WEST RIGHT OF WAY LINE OF 119TH STREET, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 30 MINUTES 11 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE OF 119TH STREET, A DISTANCE OF 341.37 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 49 SECONDS WEST, A DISTANCE OF 243.87 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 23 SECONDS EAST, A DISTANCE OF 338.85 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 243.57 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL 2:

A PART OF LOTS ONE (1) AND THREE (3), IN PACIFIC PLAZA REPLAT, A REPLAT OF PART OF LOT TEN (10), IN PACIFIC PLAZA ADDITION, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT ONE (1), IN PACIFIC PLAZA REPLAT; THENCE SOUTH 00 DEGREES 33 MINUTES 23 SECONDS WEST (ASSUMED BEARING), ALONG THE EAST RIGHT OF WAY LINE OF 120TH STREET, A DISTANCE OF 208.50 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 26 MINUTES 37 SECONDS EAST, A DISTANCE OF 208.00 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 23 SECONDS WEST, A DISTANCE OF 78.27 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 49 SECONDS EAST, A DISTANCE OF 243.87 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF 119TH STREET; THENCE SOUTH 00 DEGREES 30 MINUTES 11 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE OF 119TH STREET, A DISTANCE OF 67.57 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 49 SECONDS WEST, A DISTANCE OF 268.88 FEET, TO A POINT ON THE WEST LINE OF SAID LOT THREE (3), PACIFIC PLAZA REPLAT; THENCE SOUTH 00 DEGREES 35 MINUTES 17 SECONDS WEST ALONG SAID WEST LINE OF LOT THREE (3), PACIFIC PLAZA REPLAT, A DISTANCE OF 63.97 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 58 SECONDS WEST, A DISTANCE OF 183.03 FEET, TO A POINT ON SAID EAST RIGHT OF WAY LINE OF 120TH STREET; THENCE NORTH 00 DEGREES 33 MINUTES 23 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE OF 120TH STREET, A DISTANCE OF 211.83 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

| | | | |
|---|---|---|----------------------|
|  | Job Number: 200-19-48CR | Date: JUNE 4, 2019 | <h2>COMMON AREA</h2> |
| | thompson, dressen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com | Drawn By: BJH Reviewed By: DHN Revision Date: | |

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BOARDWALK COMMONS

LEGAL DESCRIPTION – COMMON AREA


PARCEL 3:

A PART OF LOT THREE (3), IN PACIFIC PLAZA REPLAT, A REPLAT OF PART OF LOT TEN (10), PACIFIC PLAZA ADDITION, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT THREE (3), PACIFIC PLAZA REPLAT; THENCE SOUTH 89 DEGREES 56 MINUTES 37 SECONDS WEST (ASSUMED BEARING), ALONG THE SOUTH LINE OF SAID LOT THREE (3), PACIFIC PLAZA REPLAT, A DISTANCE OF 315.40 FEET ON THE SOUTH LINE OF SAID LOT THREE (3) TO THE EAST LINE OF THE WEST 75.00 FEET OF SAID LOT THREE (3); THENCE NORTH 00 DEGREES 35 MINUTES 17 SECONDS EAST 61.00 FEET ON THE EAST LINE OF SAID WEST 75.00 FEET OF SAID LOT THREE (3); THENCE NORTH 89 DEGREES 56 MINUTES 37 SECONDS EAST 6.00 FEET ON THE NORTH LINE OF THE SOUTH 61.00 FEET OF SAID LOT THREE (3); THENCE NORTH 00 DEGREES 35 MINUTES 17 SECONDS EAST 39.00 FEET ON THE EAST LINE OF THE WEST 81.00 FEET OF SAID LOT THREE (3); THENCE SOUTH 89 DEGREES 56 MINUTES 37 SECONDS WEST 81.00 FEET ON THE NORTH LINE OF THE SOUTH 100.00 FEET OF SAID LOT THREE (3) TO THE WEST LINE OF SAID LOT THREE (3); THENCE NORTH 00 DEGREES 35 MINUTES 17 SECONDS EAST, ALONG SAID WEST LINE OF LOT THREE (3), PACIFIC PLAZA REPLAT, A DISTANCE OF 364.96 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 49 SECONDS EAST, A DISTANCE OF 268.88 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 119TH STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF 119TH STREET, ON THE FOLLOWING DESCRIBED COURSES; THENCE SOUTH 00 DEGREES 30 MINUTES 11 SECONDS WEST, A DISTANCE OF 223.38 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 194.87 FEET, A DISTANCE OF 160.31 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS SOUTH 23 DEGREES 03 MINUTES 49 SECONDS EAST, A DISTANCE OF 155.82 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 209.14 FEET, A DISTANCE OF 113.17 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS SOUTH 31 DEGREES 01 MINUTES 54 SECONDS EAST, A DISTANCE OF 111.79 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL 5:

THAT PART OF LOTS ONE (1) AND TWO (2), PACIFIC PLAZA REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT ONE (1); THENCE SOUTH 00 DEGREES 33 MINUTES 23 SECONDS WEST (ASSUMED BEARING) 28.50 FEET ON THE WEST LINE OF SAID LOT ONE (1); THENCE SOUTH 89 DEGREES 59 MINUTES 44 SECONDS EAST, 208.01 FEET ON A LINE 28.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT ONE (1) TO A POINT 25.00 FEET EAST OF THE WEST LINE OF SAID LOT TWO (2); THENCE NORTH 00 DEGREES 33 MINUTES 23 SECONDS EAST 78.58 FEET ON A LINE 25.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT TWO (2) TO A POINT 150.00 FEET SOUTH OF A NORTH LINE OF SAID LOT TWO (2); THENCE SOUTH 89 DEGREES 59 MINUTES 40 SECONDS EAST 25.00 FEET ON A LINE 150.00 FEET SOUTH OF AND PARALLEL WITH A NORTH LINE OF SAID LOT TWO (2) TO THE WEST LINE OF SAID LOT TWO (2); THENCE SOUTH 00 DEGREES 33 MINUTES 23 SECONDS WEST 50.03 FEET ON THE WEST LINE OF SAID LOT TWO (2) TO THE NORTHEAST CORNER OF SAID LOT ONE (1); THENCE NORTH 89 DEGREES 59 MINUTES 44 SECONDS WEST 183.00 FEET ON THE NORTH LINE OF SAID LOT ONE (1) TO THE POINT OF BEGINNING.

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|---|--|---|----------------------|
|  | Job Number: 200-19-48CR | Date: JUNE 4, 2019 | <h2>COMMON AREA</h2> |
| | thompson, dreessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com | Drawn By: BJH Reviewed By: DHN Revision Date: | |

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BOARDWALK COMMONS

LEGAL DESCRIPTION – COMMON AREA

EXCEPT THE FOLLOWING DESCRIBED 5 UNITS:

UNIT 1: THAT PART OF LOT 3, PACIFIC PLAZA REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S89°56'37"W (ASSUMED BEARING) 72.20 FEET ON THE SOUTH LINE OF SAID LOT 3; THENCE N00°03'23"W 19.50 FEET TO THE CORNER OF AN EXISTING BUILDING AND THE POINT OF BEGINNING; THENCE N00°29'58"W 5.50 FEET ON THE EAST LINE OF SAID EXISTING BUILDING TO THE SOUTH LINE OF AN ATTACHED COOLER; THENCE N89°30'02"E 18.00 FEET ON THE SOUTH LINE OF SAID ATTACHED COOLER; THENCE N00°29'58"E 10.00 FEET ON THE EAST LINE OF SAID ATTACHED COOLER; THENCE S89°30'02"W 18.00 FEET ON THE NORTH LINE OF SAID ATTACHED COOLER; THENCE N00°29'58"W 32.50 FEET ON THE EAST LINE OF SAID EXISTING BUILDING TO THE NORTHEAST CORNER THEREOF; THENCE WESTERLY ON THE NORTH LINES OF SAID EXISTING BUILDING ON THE FOLLOWING DESCRIBED FIVE COURSES; THENCE S89°30'02"W 70.00 FEET; THENCE N00°29'58"W 7.30 FEET; THENCE S89°30'02"W 14.00 FEET; THENCE S00°29'58"E 7.30 FEET; THENCE S89°30'02"W 148.80 FEET TO THE NORTHWEST CORNER OF SAID EXISTING BUILDING; THENCE S00°29'58"E 48.00 FEET ON THE WEST LINE OF SAID EXISTING BUILDING TO THE SOUTHWEST CORNER THEREOF; THENCE N89°30'02"E 232.80 FEET ON THE SOUTH LINE OF SAID EXISTING BUILDING TO THE POINT OF BEGINNING.


CONTAINING 11,457 SQUARE FEET

UNIT 2: THAT PART OF LOT 3, PACIFIC PLAZA REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S89°56'37"W (ASSUMED BEARING) 315.40 FEET ON THE SOUTH LINE OF SAID LOT 3 TO THE EAST LINE OF THE WEST 75.00 FEET OF SAID LOT 3; THENCE N00°35'17"E 61.00 FEET ON THE EAST LINE OF THE WEST 75.00 FEET OF SAID LOT 3; THENCE N89°56'37"E 6.00 FEET ON THE NORTH LINE OF THE SOUTH 61.00 FEET OF SAID LOT 3; THENCE N00°35'17"E 39.00 FEET ON THE EAST LINE OF THE WEST 81.00 FEET OF SAID LOT 3; THENCE S89°56'37"W 3.23 FEET ON THE NORTH LINE OF THE SOUTH 100.00 FEET OF SAID LOT 3; THENCE N00°03'23"W 5.80 FEET TO THE CORNER OF AN EXISTING BUILDING AND THE POINT OF BEGINNING; THENCE N00°38'47"E 348.20 FEET ON THE EAST LINE OF SAID EXISTING BUILDING; THENCE N89°21'13"W 48.00 FEET ON THE NORTH LINE OF SAID EXISTING BUILDING; THENCE S00°38'47"W 348.20 FEET ON THE WEST LINE OF SAID EXISTING BUILDING; THENCE S89°21'13"E 48.00 FEET ON THE SOUTH LINE OF SAID EXISTING BUILDING TO THE POINT OF BEGINNING.

CONTAINING 16,714 SQUARE FEET

UNIT 3: THAT PART OF LOT 1, PACIFIC PLAZA REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S00°33'23"W (ASSUMED BEARING) 208.50 FEET ON THE WEST LINE OF SAID LOT 1; THENCE S89°26'37"E 84.20 FEET; THENCE S00°33'23"W 12.80 FEET TO THE CORNER OF AN EXISTING BUILDING AND THE POINT OF BEGINNING; THENCE S00°33'23"W 142.30 FEET ON THE WEST LINE OF SAID EXISTING BUILDING; THENCE S89°26'37"E 45.50 FEET ON THE SOUTH LINE OF SAID EXISTING BUILDING; THENCE N00°33'23"E 142.30 FEET ON THE EAST LINE OF SAID EXISTING BUILDING; THENCE N89°26'37"W 45.50 FEET ON THE NORTH LINE OF SAID EXISTING BUILDING TO THE POINT OF BEGINNING.

CONTAINING 6,475 SQUARE FEET

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|---|--|---|---|
|  | Job Number: 200-19-48CR thompson, dreesen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com | Date: JUNE 4, 2019 Drawn By: BJH Reviewed By: DHN Revision Date: | <h2 style="margin: 0;">COMMON AREA</h2> |
| | | | SHEET 14 OF 16 |

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BOARDWALK COMMONS

LEGAL DESCRIPTION – COMMON AREA


UNIT 4: THAT PART OF LOT 3, PACIFIC PLAZA REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 2, SAID PACIFIC PLAZA REPLAT; THENCE S00°30'11"W (ASSUMED BEARING) 186.31 FEET ON THE EAST LINE OF SAID LOTS 2 AND 3; THENCE N89°29'49"W 75.50 FEET TO THE NORTHEAST CORNER OF AN EXISTING BUILDING AND THE POINT OF BEGINNING; THENCE CONTINUING N89°29'49"W 162.20 FEET ON THE NORTH LINE OF SAID EXISTING BUILDING TO THE NORTHWEST CORNER THEREOF; THENCE S00°30'11"W 146.50 FEET ON THE WEST LINE OF SAID BUILDING TO THE SOUTHWEST CORNER THEREOF; THENCE S89°29'49"E 162.20 FEET ON THE SOUTH LINE OF SAID EXISTING BUILDING TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ON THE EAST LINES OF SAID EXISTING BUILDING ON THE FOLLOWING DESCRIBED FIVE COURSES; THENCE N00°30'11"E 51.50 FEET; THENCE S89°29'49"E 6.00 FEET; THENCE N00°30'11"E 34.00 FEET; THENCE N89°29'49"W 6.00 FEET; THENCE N00°30'11"E 61.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,966 SQUARE FEET

UNIT 5: THAT PART OF LOT 2, PACIFIC PLAZA REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°30'11"W (ASSUMED BEARING) 12.50 FEET ON THE EAST LINE OF SAID LOT 2; THENCE N89°29'49"W 54.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°29'49"W 111.00 FEET; THENCE S00°30'11"W 24.07 FEET; THENCE S30°30'11"W 29.37 FEET; THENCE S59°29'49"E 18.60 FEET; THENCE N30°30'11"E 29.21 FEET; THENCE S89°29'49"E 6.97 FEET; THENCE S00°30'11"W 2.00 FEET; THENCE S89°29'49"E 13.00 FEET; THENCE N00°30'11"E 2.00 FEET; THENCE S89°29'49"E 36.00 FEET; THENCE N00°30'11"E 8.00 FEET; THENCE S89°29'49"E 39.00 FEET; THENCE N00°30'11"E 25.50 FEET TO THE POINT OF BEGINNING.

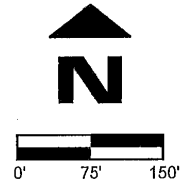
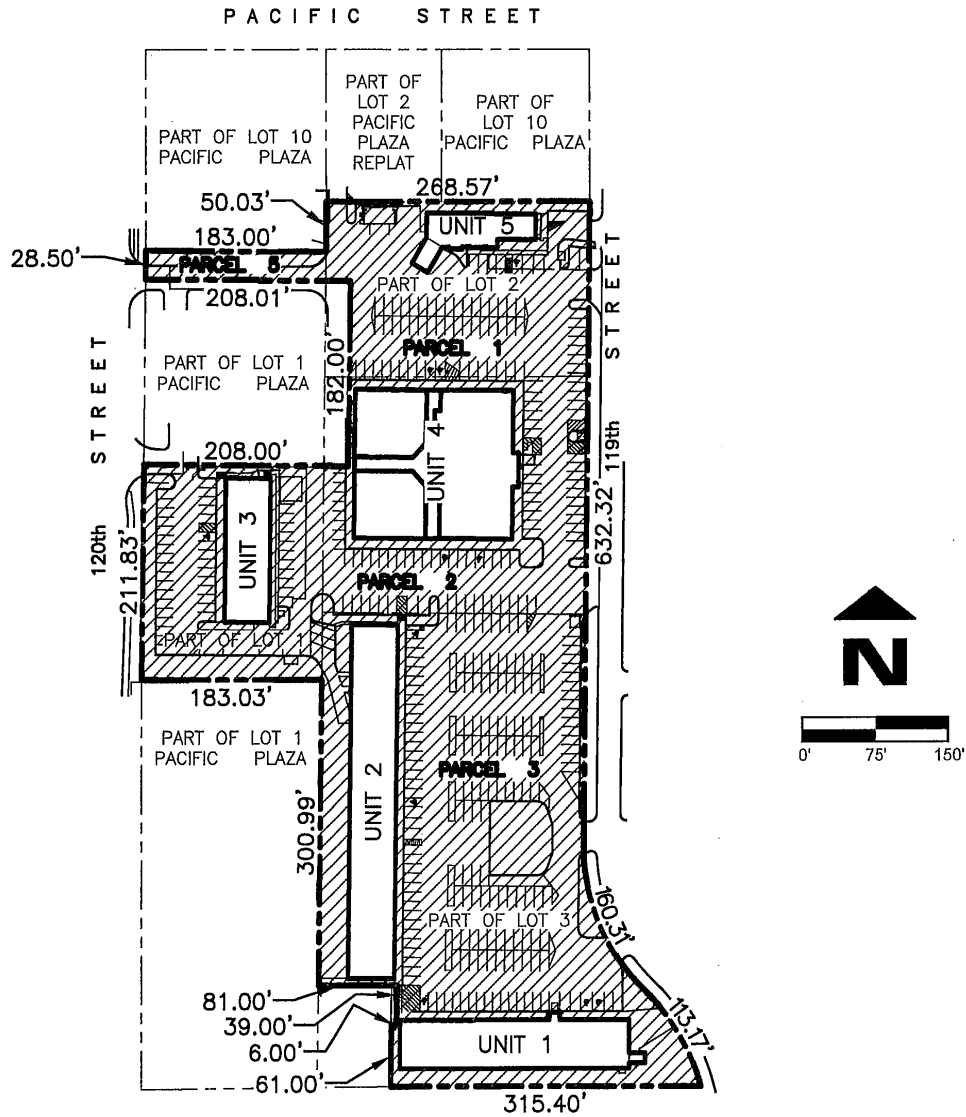
CONTAINING 3,902 SQUARE FEET

COMMON AREA CONTAINS 215,467 SQUARE FEET

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|---|--|---|---|--------------|
|  | Job Number: 200-19-48CR thompson, dreessen & dörner, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com | Date: JUNE 4, 2019 Drawn By: BJH Reviewed By: DHN Revision Date: | <h2 style="margin: 0;">COMMON AREA</h2> <hr style="border: 0.5px solid black;"/> <p style="font-size: large; margin: 0;">SHEET 15 OF 16</p> | Book Page |
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7/9/2019 3:01 PM DWG NEEF H:\200\200-19\048 Gmne Partners 1324 S 199th St Pacific Plaza Replat\200-19-48CR1.dwg

BOARDWALK COMMONS



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| | Job Number: 200-19-48CR thompson, dreessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8866 f.402.330.5866 td2co.com | Date: JUNE 4, 2019 Drawn By: BJH Reviewed By: DHN Revision Date: | <h2>COMMON AREA</h2> |
| | SHEET 16 OF 16 | | Book Page |