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**SECOND AMENDMENT TO DECLARATION OF  
OMAR BAKING CONDOMINIUMS**

This Second Amendment to Declaration of Omar Baking Condominiums (this "Second Amendment") is made this 27<sup>th</sup> day of March, 2020, by Omar-5, LLC, a Nebraska limited liability company ("Declarant").

**WITNESSETH:**

WHEREAS, this Second Amendment is made effective pursuant to the terms and provisions of the Declaration of Omar Baking Condominiums dated April 5, 2017, and recorded in the Office of the Douglas County Register of Deeds on May 18, 2017, as Instrument No. 2017037944, as amended by that certain First Amendment to Declaration of Omar Baking Condominiums dated July 27, 2017, and recorded in the Office of the Douglas County Register of Deeds on August 10, 2017, as Instrument No. 2017062714 together, "Declaration").

WHEREAS, Declarant owns Units 101 and 212 (as defined in the Declaration) and, pursuant to Sections 2.4 and 15 of the Declaration, Declarant desires to subdivide Unit 101 to create Units 101A and 101B and to subdivide Unit 212 to create Unit 212A, Unit 212B and Unit 212C, amend Section 2.1, Exhibit B and Exhibit C to the Declaration to reflect the newly created Units, and to add Section 5.9, Section 5.10 and Section 5.11 to the Declaration to provide certain easement rights which relate solely to the newly created Units described herein.

WHEREAS, this Second Amendment shall be indexed and recorded against the following legally described real property, to-wit:

Condominium Unit 101A, Unit 101B, Unit 120, Unit 200, Unit 201, Unit 202, Unit 203, Unit 204, Unit 210, Unit 211, Unit 212A, Unit 212B, Unit 212C, Unit 220, Unit 300, Unit 301, Unit 302, Unit 303, Unit 304, Unit 305, Unit 306, Unit 307, and Unit 308, inclusive, together with their respective individual Allocated Interest in the Common Elements created by the Declaration.

NOW, THEREFORE, Declarant, for the purposes set forth above, does hereby amend the Declaration and further states and declares as follows:

1. Recitals. The Recitals as set forth above are hereby incorporated into this Second Amendment as if fully set forth herein.
2. Definitions. Unless otherwise defined in this Second Amendment, all capitalized terms used

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in this Second Amendment will have the same meanings ascribed to such terms in the Declaration.

3. Amendments. The Declarant hereby amends the Declaration as follows:

A. The first two (2) sentences of Section 2.14 of the Declaration are hereby deleted in their entirety and are replaced with the following:

"The Units. The Units are depicted on Exhibit B and are identified by their Identifying Numbers (Unit 101A, Unit 101B, Unit 120, Unit 200, Unit 201, Unit 202, Unit 203, Unit 204, Unit 210, Unit 211, Unit 212A, Unit 212B, Unit 212C, Unit 220, Unit 300, Unit 301, Unit 302, Unit 303, Unit 304, Unit 305, Unit 306, Unit 307, and Unit 308) on the Plat. The Condominium shall consist of twenty-three (23) Units, the boundaries of which are shown on the Plat."

B. The Floor Plan exhibits labeled as "Sheet 4 of 13" and "5 of 13", which are attached as part of Exhibit "B" to the Declaration, are hereby deleted in their entirety and are replaced with the exhibits attached to this Second Amendment which are labeled "Sheet 4 of 13" and "5 of 13", to evidence the subdivision of Unit 101 into Unit 101A and Unit 101B.

C. The Floor Plan exhibits labeled as "Sheet 7 of 13" and "Sheet 8 of 13", which are attached as part of Exhibit "B" to the Declaration, are hereby deleted in their entirety and are replaced with the exhibits attached to this Second Amendment which are labeled "Sheet 7 of 13" and "Sheet 8 of 13", to evidence the subdivision of Unit 212 into Unit 212A, Unit 212B, and Unit 212C.

D. The Square Footages exhibit labeled as "Sheet 13 of 13", which is attached as part of Exhibit "B" to the Declaration, is hereby deleted in its entirety and is replaced with the exhibit attached to this Second Amendment which is labeled "Sheet 13 of 13", to evidence the updated square footages resulting from the above-described subdivisions of Unit 101 and Unit 212.

E. Exhibit C to the Declaration is hereby deleted in its entirety and is replaced with Exhibit C attached to this Second Amendment.

F. The Declaration is hereby amended to add the following as Section 5.9:

"5.9 Access Easement Through a Portion of Unit 101A for the Benefit of Unit 101B. Declarant, as the Owner of Unit 101A, hereby grants to the Owner of Unit 101B, for the benefit of the for the benefit of the Owner of Unit 101B, and its successors and assigns, a non-exclusive, permanent access easement, in, over, upon and across the "Access Easement Area" depicted on Exhibit D-1 attached to this Second Amendment for the purposes of providing ingress and egress to Unit 101B. The provisions of this Section 5.9 are not intended and shall not be deemed to constitute a dedication for public use and the rights and easements granted herein are private and for the benefit only of the persons and entities set forth herein. All ongoing maintenance costs of the Access Easement Area shall be paid by the owner of Unit 101A. No barricades, signs, fences, or other dividers will be constructed, and nothing will be done to prohibit or discourage the free and uninterrupted access in, over, upon and across the Access Easement Area and any damage caused to the Easement Area shall be repaired by the party causing such damage. The easement rights and obligations granted in this Section 5.9 shall be binding upon the Owners of Units 101A and 101B, and their respective successors and/or assigns, together with their respective tenants, employees, guests, customers, invitees and contractors."

G. The Declaration is hereby amended to add the following as Section 5.10:

“5.10 Access Easement Through a Portion of Unit 212A for the Benefit of Unit 212B and Unit 212C. Declarant, as the Owner of Unit 212A, hereby grants to the Owner of Unit 212B and Unit 212C, for the benefit of the for the benefit of the Owner of Unit 212B and Unit 212C, and their respective successors and assigns, a non-exclusive, permanent access easement, in, over, upon and across the “Access Easement Area” depicted on Exhibit D-2 attached to this Second Amendment for the purposes of providing ingress and egress to Unit 212B and 212C. The provisions of this Section 5.10 are not intended and shall not be deemed to constitute a dedication for public use and the rights and easements granted herein are private and for the benefit only of the persons and entities set forth herein. All ongoing maintenance costs of the Access Easement Area shall be paid by the owner of Unit 212A. No barricades, signs, fences, or other dividers will be constructed, and nothing will be done to prohibit or discourage the free and uninterrupted access in, over, upon and across the Access Easement Area and any damage caused to the Easement Area shall be repaired by the party causing such damage. The easement rights and obligations granted in this Section 5.10 shall be binding upon the Owners of Units 212A, 212B and 212C, and their respective successors and/or assigns, together with their respective tenants, employees, guests, customers, invitees and contractors.”

H. The Declaration is hereby amended to add the following as Section 5.11:

“5.9 Access Easement Through a Portion of Unit 212B for the Benefit of Unit 212C. Declarant, as the Owner of Unit 212B, hereby grants to the Owner of Unit 212C, for the benefit of the for the benefit of the Owner of Unit 212C, and its successors and assigns, a non-exclusive, permanent access easement, in, over, upon and across the “Access Easement Area” depicted on Exhibit D-3 attached to this Second Amendment for the purposes of providing ingress and egress to Unit 212C. The provisions of this Section 5.11 are not intended and shall not be deemed to constitute a dedication for public use and the rights and easements granted herein are private and for the benefit only of the persons and entities set forth herein. All ongoing maintenance costs of the Access Easement Area shall be paid by the owner of Unit 212C. No barricades, signs, fences, or other dividers will be constructed, and nothing will be done to prohibit or discourage the free and uninterrupted access in, over, upon and across the Access Easement Area and any damage caused to the Easement Area shall be repaired by the party causing such damage. The easement rights and obligations granted in this Section 5.11 shall be binding upon the Owners of Units 212B and 212C, and their respective successors and/or assigns, together with their respective tenants, employees, guests, customers, invitees and contractors.”

4. No Other Amendments. Except as set forth in this Second Amendment, the Declaration shall remain in full force and effect.

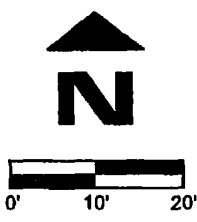
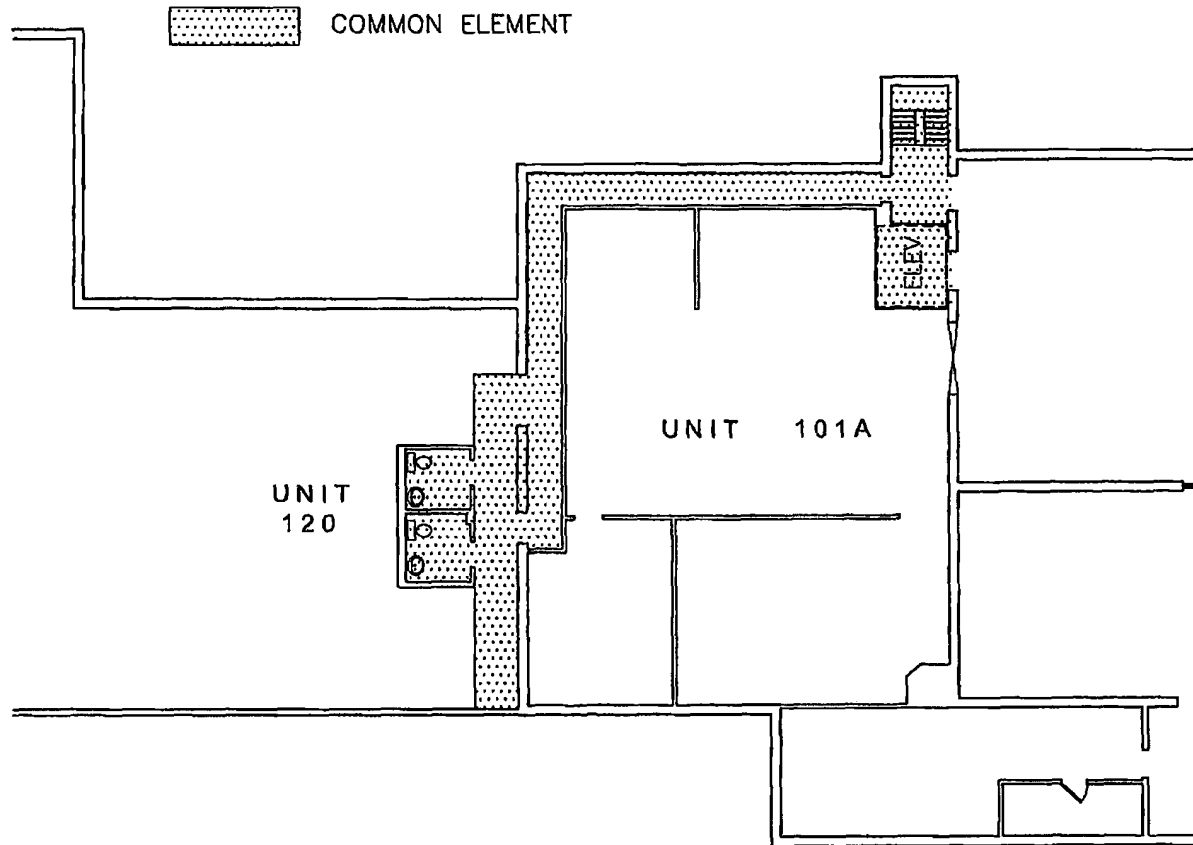
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# OMAR BAKING CONDOMINIUMS



FIRST FLOOR  
SCALE: 1" = 20'



JobNumber:1929-14-1(FP)rev2020  
thompson, dresden & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com

Date: MARCH 3, 2020  
Drawn By: RJR  
Reviewed By: DHN  
Revision Date:

## FLOOR PLAN

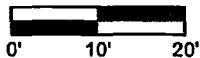
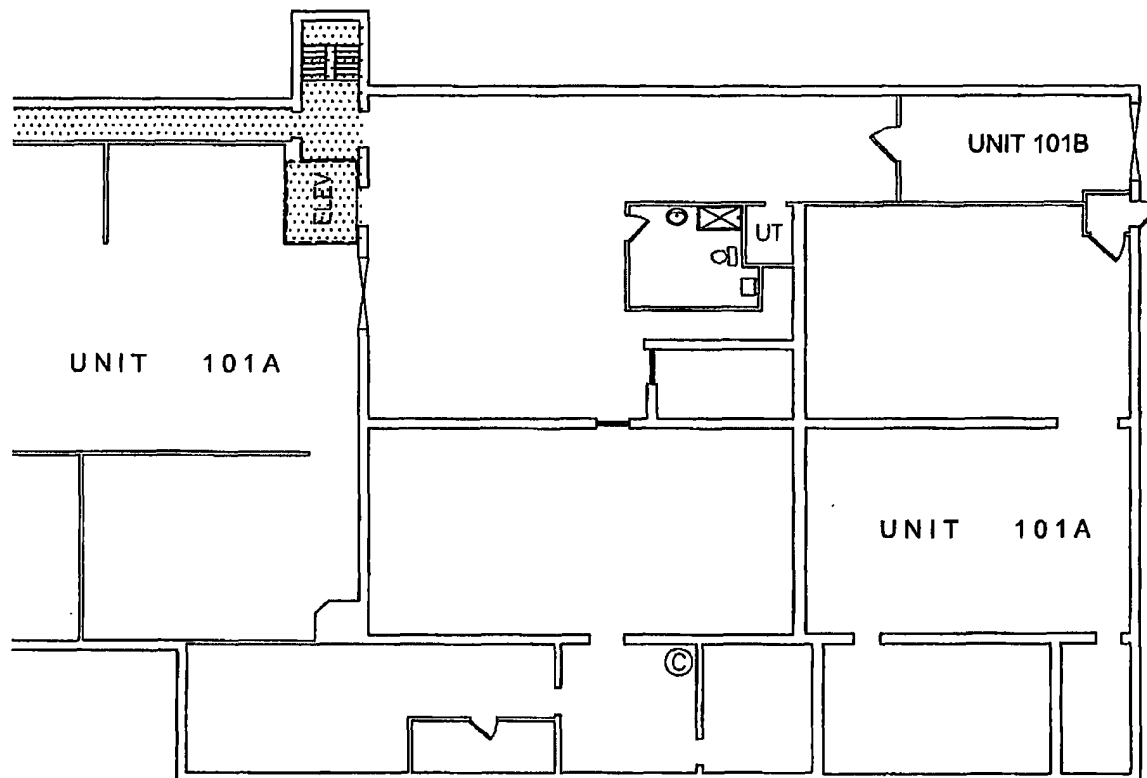
SHEET 4 OF 13

Grid Book 115  
Pages 59-62

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# OMAR BAKING CONDOMINIUMS

 COMMON ELEMENT



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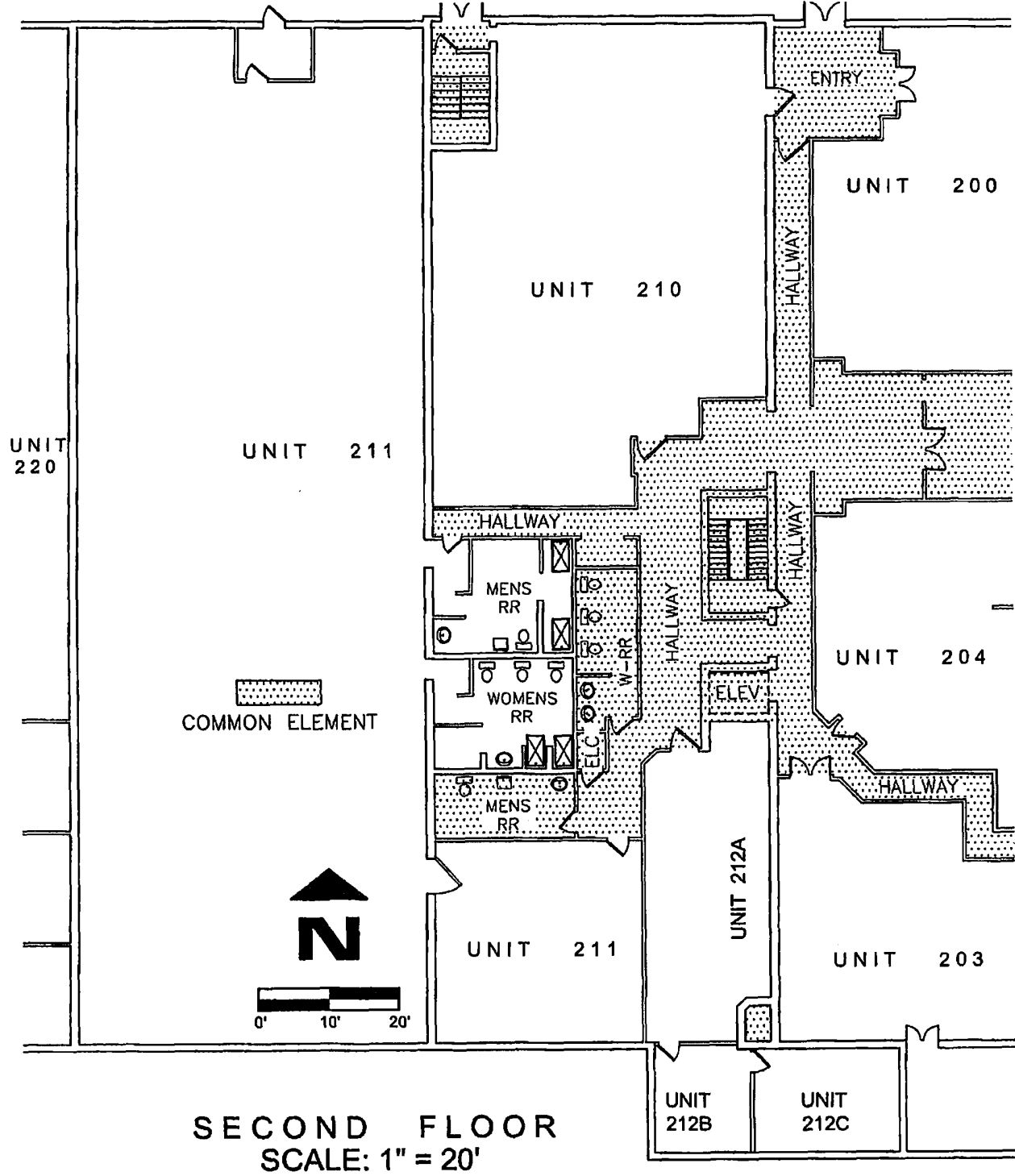
## FLOOR PLAN

SHEET 5 OF 13

Grid Book 115  
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# OMAR BAKING CONDOMINIUMS



**SECOND FLOOR**  
SCALE: 1" = 20'



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Date: MARCH 3, 2020  
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## FLOOR PLAN

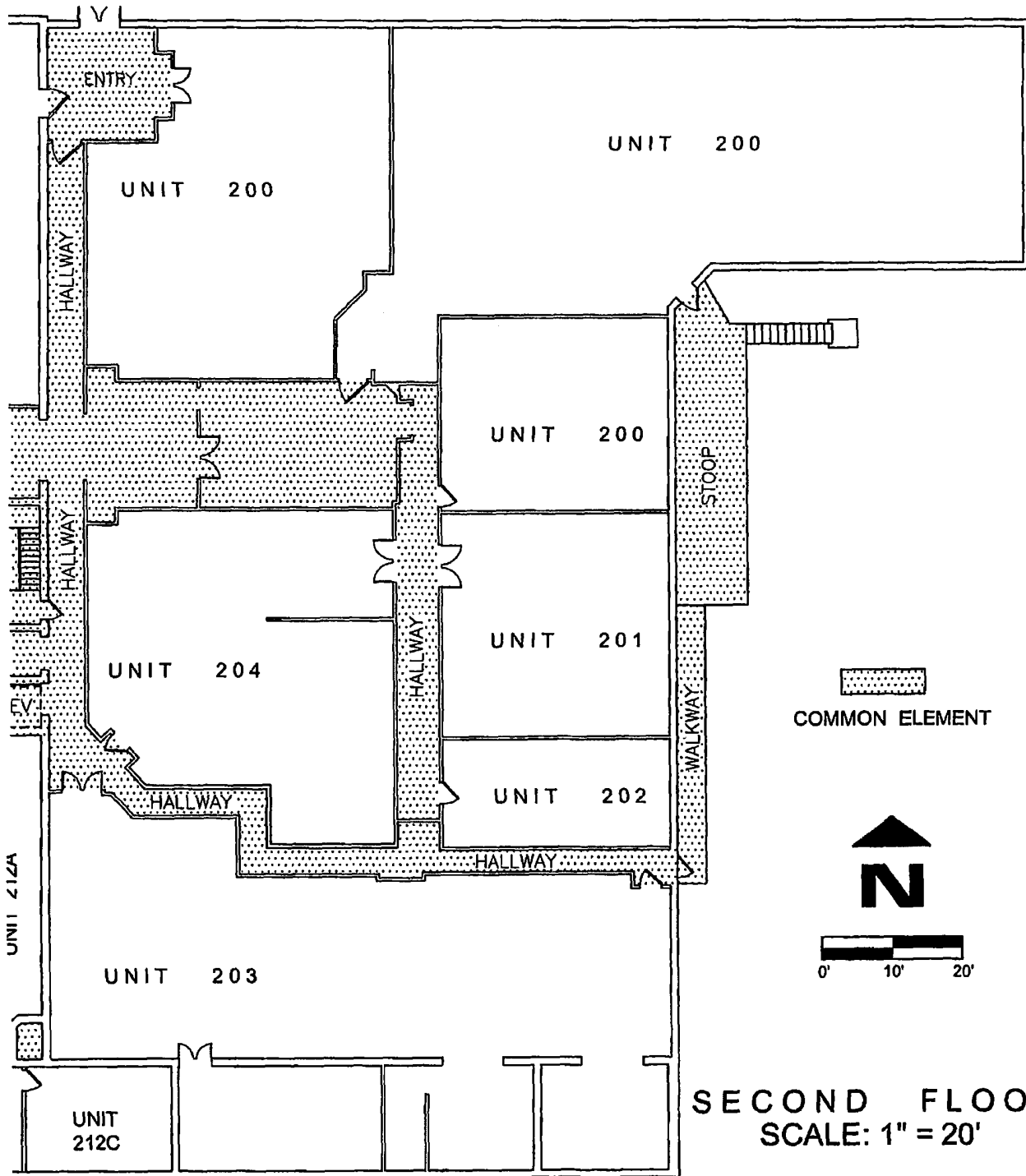
SHEET 7 OF 13

Grid Book 115  
Pages 59-62



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# OMAR BAKING CONDOMINIUMS



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Reviewed By: DHN  
Revision Date:

## FLOOR PLAN

SHEET 8 OF 13

Grid Book 115  
Pages 59-62

# OMAR BAKING CONDOMINIUMS

UNIT #	SQUARE FOOTAGE
120	10,819 SQUARE FEET
101A	9,694 SQUARE FEET
101B	369 SQUARE FEET

UNIT #	SQUARE FOOTAGE
200	6,444 SQUARE FEET
201	1,056 SQUARE FEET
202	530 SQUARE FEET
203	3,824 SQUARE FEET
204	1,805 SQUARE FEET
210	3,059 SQUARE FEET
211	9,152 SQUARE FEET
212A	828 SQUARE FEET
212B	260 SQUARE FEET
212C	365 SQUARE FEET
220	16,455 SQUARE FEET

UNIT #	SQUARE FOOTAGE
300	2,030 SQUARE FEET
301	1,390 SQUARE FEET
302	336 SQUARE FEET
303	113 SQUARE FEET
304	122 SQUARE FEET
305	273 SQUARE FEET
306	1,761 SQUARE FEET
307	429 SQUARE FEET
308	159 SQUARE FEET

## NOTES :

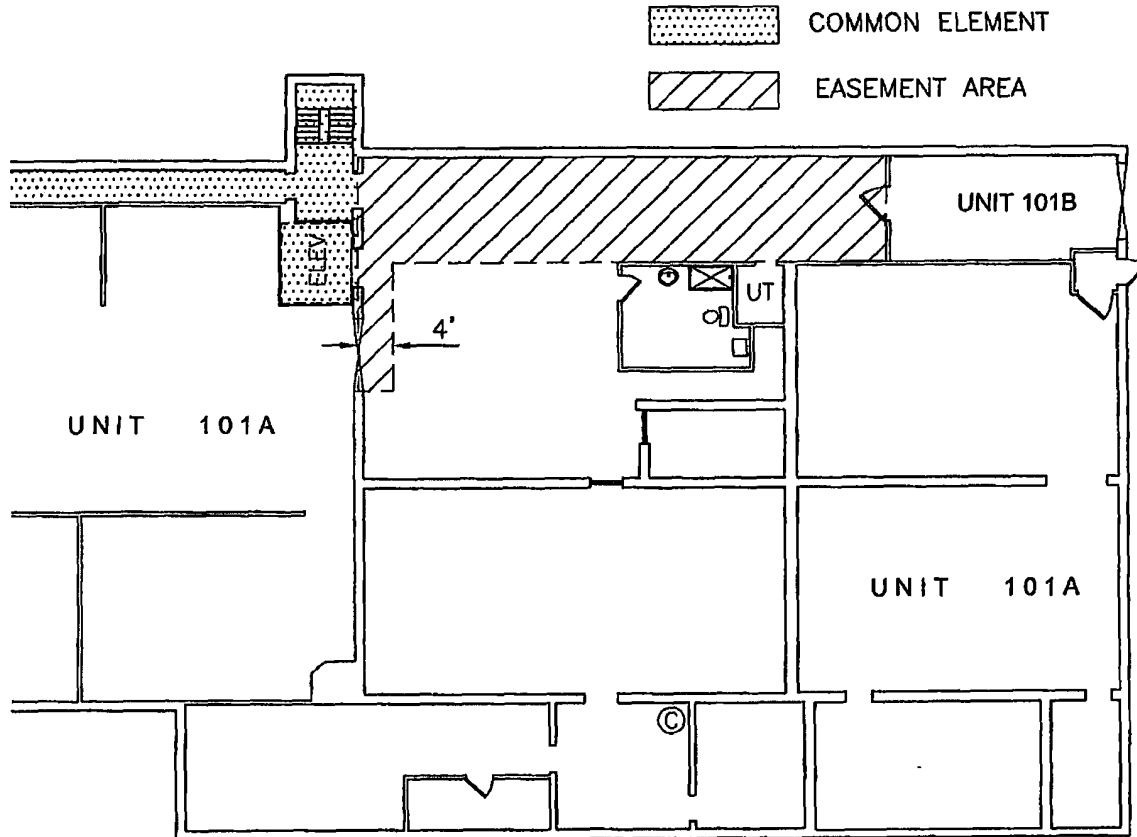
1. THE SQUARE FEET SHOWN WERE CALCULATED TO THE CENTER OF WALLS BETWEEN UNITS, THE CENTER OF WALLS BETWEEN UNITS AND COMMON ELEMENTS AND TO THE OUTSIDE OF EXTERIOR WALLS.

**EXHIBIT C**  
**ALLOCATED INTERESTS IN COMMON ELEMENTS**  
**AND COMMON EXPENSE LIABILITY**

<u>Unit No.</u>	<u>Square Footage</u>	<u>Percentage share of Common Elements</u>	<u>Percentage share of Common Expenses</u>	<u>Number of Votes in Association Matters</u>
101A	9,694	13.60%	13.60%	13.60
101B	369	0.52%	0.52%	0.52
120	10,819	15.18%	15.18%	15.18
200	6,444	9.04%	9.04%	9.04
201	1,056	1.48%	1.48%	1.48
202	530	0.74%	0.74%	0.74
203	3,824	5.37%	5.37%	5.37
204	1,805	2.53%	2.53%	2.53
210	3,059	4.29%	4.29%	4.29
211	9,152	12.84%	12.84%	12.84
212A	828	1.18%	1.18%	1.18
212B	260	0.37%	0.37%	0.37
212C	365	0.52%	0.52%	0.52
220	16,455	23.08%	23.08%	23.08
300	2,030	2.84%	2.84%	2.84
301	1,390	1.95%	1.95%	1.95
302	336	0.47%	0.47%	0.47
303	113	0.16%	0.16%	0.16
304	122	0.17%	0.17%	0.17
305	273	0.38%	0.38%	0.38
306	1,761	2.47%	2.47%	2.47
307	429	0.60%	0.60%	0.60
308	159	0.22%	0.22%	0.22
<b>Totals</b>	<b>71,273</b>	<b>100%</b>	<b>100%</b>	<b>100</b>

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# OMAR BAKING CONDOMINIUMS



FIRST FLOOR  
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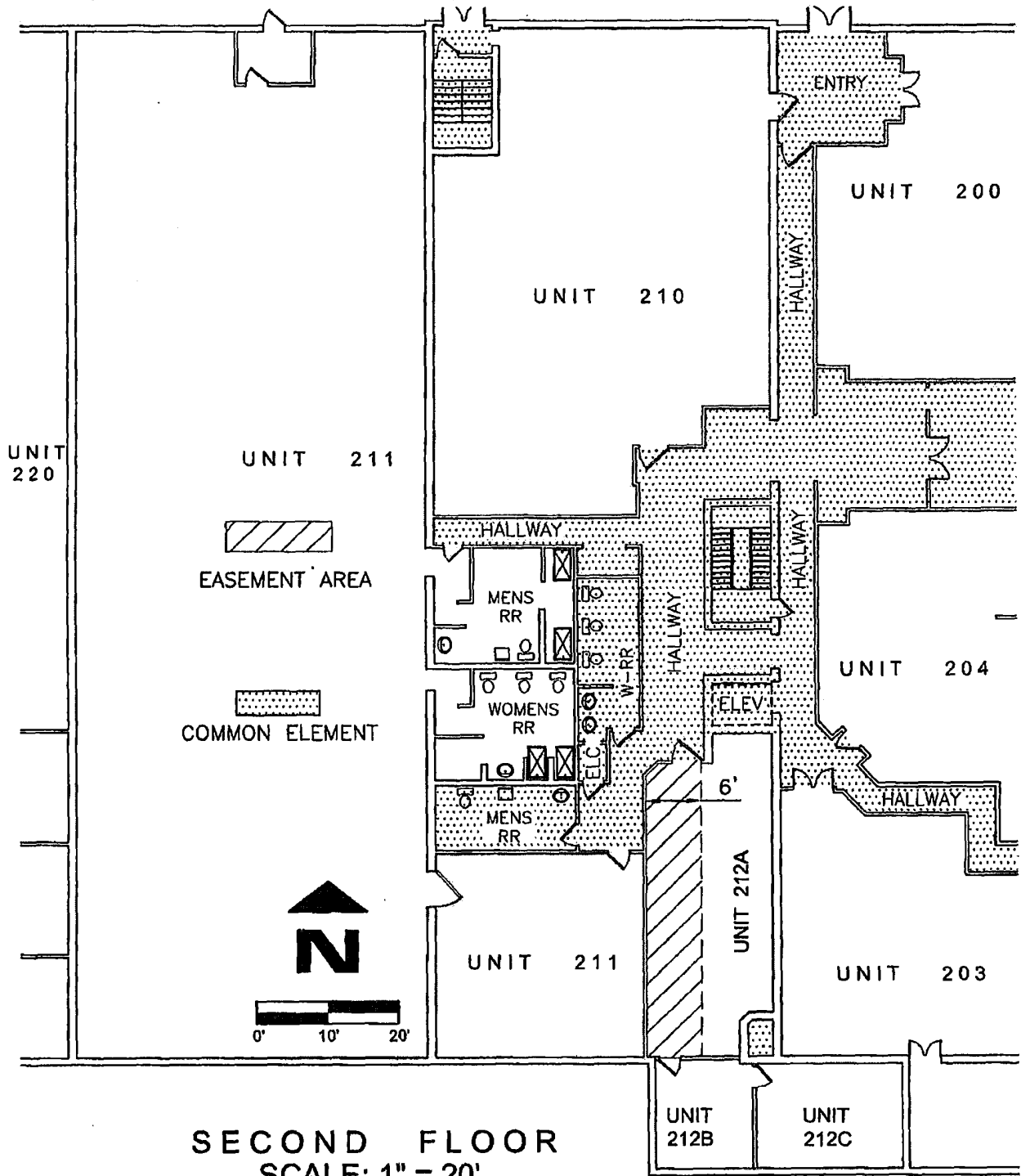
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Reviewed By: DHN  
Revision Date:

## EXHIBIT D-1

Grid Book 115  
Pages 59-62

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# OMAR BAKING CONDOMINIUMS



**TD2**  
engineering & surveying

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10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com

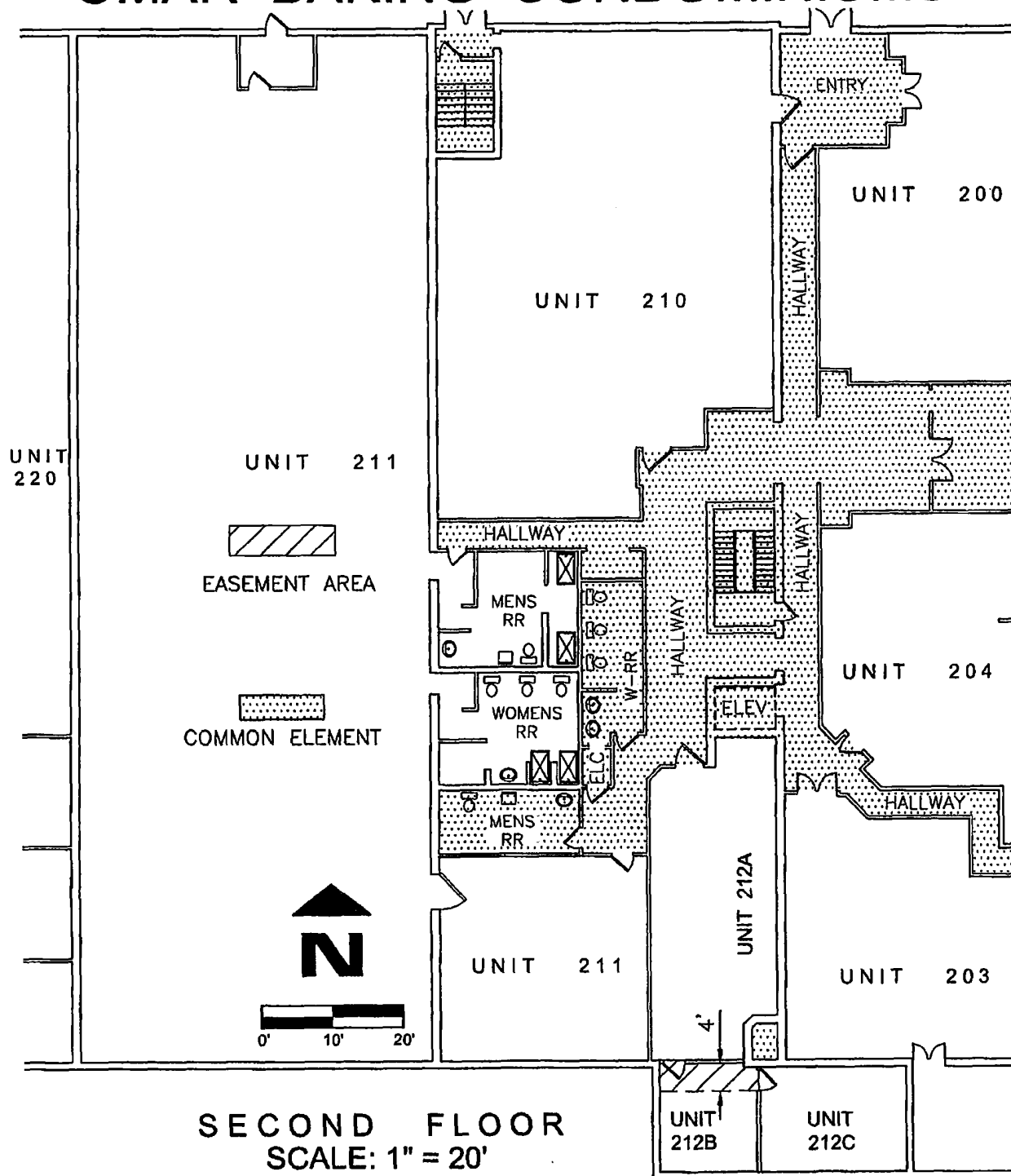
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Reviewed By: DHN  
Revision Date:

**EXHIBIT D-2**

Grid Book 115  
Pages 59-62

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# OMAR BAKING CONDOMINIUMS



SECOND FLOOR  
SCALE: 1" = 20'



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 Omaha, NE 68154  
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 td2co.com

Date: MARCH 3, 2020  
 Drawn By: RJR  
 Reviewed By: DHN  
 Revision Date:

## EXHIBIT D-3

Grid Book 115  
 Pages 59-62