RECORDING COVER SHEET

TO

SECOND AMENDMENT
TO
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

Prepared by and, after recording, return to:	David R. Madden Richardson Madden, P.C., L.L.O 11819 Miracle Hills Drive, Suite 104 Omaha, Nebraska 68154
Taxpayer:	Frank R. Krejci Trust 1505 N. 203rd Street Elkhorn, Nebraska 68022
Title of Document:	Second Amendment to Declaration of Restrictions and Grant of Easements
Grantor:	Frank R. Krejci Trust 1505 N. 203rd Street Elkhorn, Nebraska 68022
Grantee:	N/A
Legal Description:	See Exhibit A

SECOND AMENDMENT
TO
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Amendment") is made effective of the [●●] day of [●●●], 2022, by SOUTHWEST IOWA FOUNDATION, INC., an Iowa not-for-profit corporation (the "Declarant"), CITY OF COUNCIL BLUFFS, an Iowa Municipality (the "City"), FRANK R. KREJCI, Trustee of the FRANK R. KREJCI REVOCABLE TRUST UTA dated September 21, 2004 n/k/a FRANK R. KREJCI, Trustee of the FRANK R. KREJCI TRUST and WESTERN IOWA LAND DEVELOPMENT, LLC, an Iowa limited liability company (collectively, "WILD"), and [●●●] ("[Other Signatories]".

PRELIMINARY STATEMENT

By that certain Declaration of Restrictions and Grant of Easements dated October 31, 2002, recorded at Book 103, Page 376005 of the Records of the Recorder's Office of Pottawattamie County, Iowa (the "Official Records"), as amended by that certain Amendment to Declaration of Restrictions and Grant of Easements dated August 16, 2005, recorded at Book 106, Page 3484 of the Official Records (the "Declaration"), Declarant and CMK Development, LLC, an Iowa limited liability company ("CMK") imposed certain restrictions, easements and covenants on Lots 1-8 of the Bluffs Vision Subdivision (the "Lots"), as that subdivision is recorded in the Official Records by final plat on February 19, 2002 at Book 102, Page 66081 ("Bluffs Vision"). Pursuant to Section 6.2 of the Declaration, the Declaration may be amended by the mutual agreement of Declarant and Bluffs Vision Owners owning Bluffs Vision Lots equal to at least seventy-five percent (75%) of the Lot Area of all Bluffs Vision Lots.

Lot 1 of Bluffs Vision was later replatted and subdivided into Lots 1 through 3 of Morris Subdivision and Morris Subdivision Replat 1, each of which is a subdivision as surveyed, platted, and recorded in Pottawattamie County, Iowa (the "County"). Lot 2 of Bluffs Vision is now owned by Council Bluffs Savings Bank. Lots 3 and 4 of Bluffs Vision were later replatted and subdivided into Bluffs Vision Subdivision Replat 1, a subdivision as surveyed, platted, and recorded in the County. Lot 5 of Bluffs Vision is now owned by the City. Lot 6 of Bluffs Vision was later replatted and subdivided primarily into Lots 1 and 2 of Bluffs Vision 4 and Lots 1 through 3 of Bluffs Vision 4 Replat 1, each of which is a subdivision as surveyed, platted, and recorded in the County. Lot 7 of Bluffs Vision was later replatted and subdivided primarily into Lots 1 and 2 of Hotel Plaza at the MAC, Lots 1 through 6 of Hotel Plaza at the MAC Replat 1, and Lots 1 and 2 together with Outlots 1 and 2 of Plaza at the MARCC, each of which is a subdivision as surveyed, platted, and recorded in the County. Lot 8 of Bluffs Vision was later replatted and subdivided primarily into Plaza at the MARCC, a subdivision as surveyed, platted, and recorded in the County. A portion of Lots 6, 7, and 8 of Bluffs Vision were later replatted and subdivided into a portion of Lot 1 of Bass Pro Subdivision, a subdivision as surveyed, platted, and recorded in the County.

In light of the foregoing replattings and subdivisions, set forth on Exhibit B attached hereto and incorporated herein by this reference are all of the current Bluffs Vision Owners (the "Owners") and their proportionate percentage of the Lot Area of all Bluffs Vision Lots.

The undersigned, the Declarant and Owners owning Bluffs Vision Lots equal to at least seventy-five percent (75%) of the Lot Area of all Bluffs Vision Lots, believe it is in the best interests of themselves and the community of Southwest Iowa to further amend the Declarations.

NOW THEREFORE, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Declaration.

2. Amendment. The parties hereto acknowledge and agree to substitute, amend and restate the Declaration in the following particulars only:

a. The first sentence of Section 2.1(a) is hereby amended by (i) replacing the words "solely for a" with the word "for", and (ii) replacing the words "to the extent" with the words ", or any other use".

b. Section 2.1(a) is hereby amended to add the following sentence immediately before the last sentence of such section:

> Notwithstanding anything to the contrary in this Declaration, WILD and its successors in interest may pursue and make use of any and all zoning classification changes, variances, conditional use permits, development plans, site plans, or the like as they deem necessary or appropriate in connection with the commercial development, use, and operation of its portion of former Bluffs Vision Lot 6, now known as Lot 2 of Bluffs Vision 4 Subdivision, a subdivision as surveyed, platted, and recorded in Pottawattamie County, Iowa (the "WILD Lot").

c. Section 2.2(h) is hereby amended and restated in its entirety to read as follows:

> (h) Motor vehicle service and repair, provided that nothing in this Declaration shall prevent the owner of the WILD Lot from constructing, owning, operating, and maintaining on the WILD Lot an Automobile Service Establishment or an Automotive Sales and Rental, Indoor use, as such terms are defined in Sections 15.03.049 and 15.03.048b the Zoning Code of the City of Council Bluffs, Iowa.

d. The words "and the WILD Lot" are hereby added immediately after the words "Bluffs Vision 4 Subdivision" in Section 2.3(c).

e. The words "except with respect to the WILD Lot," are hereby added at the beginning of Section 2.5(b), (d), and (e).

f. The words ", provided, however, that with respect to the WILD Lot, deviations from such external architectural materials and designs shall be permitted to the extent they are generally consistent with the Wild Lot's owner's national design standards" are hereby added at the end of Section 3.1(c)(ii).

g. The words "Lot 1 of the" in Section 3.5(d) are hereby deleted and replaced with the words "Lot 1 and Lot 2".

h. The words "ninety (90) days" in Section 3.9(a) are hereby deleted and replaced with the words "one (1) year".

i. The words "one hundred eighty (180) days" in Section 3.9(b) are hereby deleted and replaced with the words "one (1) year".

j. Section 7.9 is hereby amended and restated in its entirety to read as follows:

Section 7.9. Intentionally Omitted.

k. Section 7.13 is hereby added, which reads in its entirety as follows:

Section 7.13 No Assessment Against WILD Lot. Notwithstanding anything to the contrary elsewhere herein, Section 7.10 cannot be waived, deleted, or amended without the prior written consent of all Owners of the WILD Lot.

l. The list of "Restrictions on Use" set forth on Exhibit C to the Declaration is hereby amended and restated in its entirety to read as follows:

- Adult Entertainment
- Billboards
- Cellular Towers
- Contractor Shop
- Kennel, commercial
- Local utility service
- Massage Parlor
- Pawn shops/check cashing
- No more than one drive-in or fast food restaurant on Lots 3 and 4
- Second hand store
- Tattoo parlor/body piercing, excepting ear piercing
- Tavern unless part of a restaurant

3. Ratification. Except as expressly amended hereby, the Declaration is unmodified and fully ratified and confirmed and continues in full force and effect.

4. Counterparts. This Second Amendment may be executed in any number of counterparts, which, when taken together, constitute a complete and original instrument.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed pursuant to due and proper authority as of the date first set forth above:

DECLARANT:

SOUTHWEST IOWA FOUNDATION, INC., an Iowa not-for-profit corporation

By:_____
Name: _____
Title: _____

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, _____ of _____, a _____ _____, on behalf of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Notary Public
My Commission Expires:

..... _____

[SEAL]

OWNERS:

CITY OF COUNCIL BLUFFS, an Iowa municipality

By:_____
Name: _____
Title: _____

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, _____ of _____, a _____ _____, on behalf of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Notary Public
My Commission Expires:

..... _____

[SEAL]

FRANK R. KREJCI, Trustee of the FRANK R. KREJCI REVOCABLE TRUST UTA dated September 21, 2004 n/k/a FRANK R. KREJCI, Trustee of the FRANK R. KREJCI TRUST

By:_____
Name: _____
Title: _____

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, _____ of _____, a _____ _____, on behalf of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Notary Public
My Commission Expires:

..... _____

[SEAL]

WESTERN IOWA LAND DEVELOPMENT, LLC, an Iowa limited liability company

By:_____
Name: _____
Title: _____

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, _____ of _____, a _____ _____, on behalf of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Notary Public
My Commission Expires:

..... _____

[SEAL]

_____,
a _____

By:_____
Name: _____
Title: _____

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, _____ of _____, a _____ _____, on behalf of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Notary Public
My Commission Expires:

..... _____

[SEAL]

EXHIBIT A

Legal Description of Affected Real Property

[Not available at time of drafting]

EXHIBIT B

Current Bluffs Vision Owners and Lot Area Relative to Lot Area of All Bluffs Vision Lots

Current Bluffs Vision Owner	Approx. Lot Area (Acres)	Lot Area Relative to Lot Area of All Bluffs Vision Lots (%)
City of Council Bluffs, Iowa	42.63	44.309%
MAC Ventures LLC	11.61	12.067%
CB Lodging LLC	9.34	9.708%
Frank R. Krejci Trust and Western Iowa Land Development LLC	7.14	7.421%
Edward L. Morris & Frances M. Morris JTWROS	5.44	5.654%
La Posada Group	3.67	3.815%
CMK Development LLC	3.14	3.264%
Brent Associates CB LLC	2.47	2.567%
IRH Council Bluffs LLC	2.32	2.411%
QSL LLC	2.29	2.380%
Council Bluffs Savings Bank	2.00	2.079%
RPB Farms LLC	1.64	1.705%
Tarr Farms Inc.	1.50	1.559%
Cave Industries LLC	1.02	1.060%
TOTAL	96.21	100.000%