

**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
HIDDEN SPRINGS SUBDIVISION
Cedar County, Missouri**

THIS DECLARATION, made and executed this 18th day of August, 2023, by Kristie Harper, sole Member of Regeneration Nation LLC, a Missouri limited liability company, (collectively referred to herein as "Developer");

WITNESSETH:

WHEREAS, Developer is the owner of certain real property described in Exhibit A and attached hereto and made a part hereof, hereinafter referred to as "Hidden Springs Subdivision," and "Community," and

WHEREAS, Developer desires to create thereon a Subdivision for the enjoyment and convenience of the persons who wish to live in the Community, with (a) public access to all of the Lots within the Subdivision, reserved, provided and secured, by the Main Drive Easement which is imposed on all Lots according to the plat map recorded in Cedar County, and

WHEREAS, Developer desires to insure the attractiveness and sustainable nature of the Community to prevent nuisances, to preserve, protect and enhance the values and amenities of the Community and to provide for the maintenance of the roads, and

WHEREAS, To accomplish these purposes, Developer (a) desires to subject the real property described in Exhibit A and such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements and charges hereinafter set forth, each and all of which is and are for the benefit of said real property and each Owner thereof.

NOW, THEREFORE, in consideration of the foregoing recitals, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Property, including all Lots and Common Areas as shown in Exhibit A shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth and shall be subject to the covenants, conditions, easements and changes set forth below, which shall run with the land and shall be binding on all present and future Owners, and shall inure to the benefit of each Owner, the Developer and any Neighborhood Association that may be created in the Community in the future as follows:

**ARTICLE I
DEFINITIONS**

Section 1. "Community" shall mean and refer to that certain real property described in Exhibit A and such additional lands as may hereafter be added thereto by Developer in accordance with the provisions hereof and subjected to this Declaration by Developer.

Section 2. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions, as it may be amended from time to time, applicable to Hidden Springs Subdivision and recorded in the real property records of Cedar County, Missouri.

Section 3. "Dependent" shall mean and refer to a family member of any Owner or a Tenant of an Owner who resides in such Owner's or tenant's primary residence and who is primarily dependent on such Owner or tenants for financial support.

Section 4. "Developer" shall mean and refer to Regeneration Nation LLC, its successors and assigns.

Section 5. "Easement Area" shall mean and refer to the 40' wide Private Road Easement including the additional 10' wide Utilities Easement on each side of the Main Road, also referred to as Hidden Springs Drive, plus any other main road into or through a Subdivision in the Community and any and all improvements within the

Easement areas of such roads.

Section 6. "Guest" shall mean and refer to any person who is a visitor or invitee or who is accompanied by an Owner, Dependent, Developer or a Tenant.

Section 7. "Improvement" shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to outbuildings, exterior lights, roads, driveways, parking areas, fences, screening walls, retaining walls, landscaping, plantings, signs, poles, tanks, reservoirs, pipes, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

Section 8. "Including" means "including, without limitation."

Section 9. "Invitee" shall mean and refer to any family member, Minor, Guest, Unaccompanied Guest, Dependent, Tenant or anyone who enters the Community upon the invitation of an Owner, whereupon the Owner therefore, assumes direct responsibility for ensuring appropriate supervision of Invitees, including cooperation with all Community rules, and responsibility for any liabilities or damages said Invitees may incur upon these areas or upon Improvements in these areas, as well as all personal liability for any personal injuries said Invitee may sustain or incur upon others while in the Community.

Section 10. "Lot" shall mean and refer to any plot of land shown as a numbered lot upon any recorded subdivision plat of the Community.

Section 11. "Main Drive" shall mean and refer to the road extending through Lots 1-11 of the Community including the cull-de-sac and any and all improvements to be created in the future, within the Main Drive Easement recorded on the Subdivision Plat.

Section 12. "Manager" shall mean and refer to any individual person or group, including a Neighborhood Association, appointed by Developer to manage, regulate, repair, maintain or create Improvements upon Easement Areas.

Section 13. "May" is permissive and implies no obligation; "must" is obligatory.

Section 14. "Membership" shall mean and refer to the state of belonging to or being included in any Community group or organization.

Section 15. "Minor" shall mean and refer to any person under the age of 18 who is in the care of an Owner or the Owner's Guest, Dependent, or Tenant.

Section 16. "Neighborhood Association" shall mean and refer to any voluntary group within the Community, created at any time by the Developer or Owners for the purpose of enhancing Community living, creating Community events or increasing the benefits of the Community as a whole. This Neighborhood Association shall remain voluntary and may charge fees for Membership and/ or services, and may not exclude any Owner, for any reason, except as outlined in this Declaration as a temporary disciplinary measure resulting from an infraction.

Section 17. "Owner" shall mean and refer to (a) the person or persons, holding a fee simple title interest in a Lot in this Community either individually, jointly or in common with others, or as the case may be, (b) the purchaser or purchasers of a fee simple interest in a Lot under an installment sales contract.

Section 18. "Person" shall mean and refer to a natural individual or any other entity having the legal right to hold title to real property.

Section 19. "Property" shall mean and refer to any Lot or portion of a Lot in the Community.

Section 20. "Public Records" means the public records of the office for the recording of deeds in and for the county in which the Subdivision is located.

Section 21. "Residence" shall mean and refer to any structure used by any Person, Dependent, Guest, Unaccompanied Guest or Tenant to live in for any duration of time.

Section 22. "Subdivision" shall mean and refer to that certain section of real property within the Community specifically described in an attached Exhibit.

Section 23. "Subdivision A" shall mean and refer to that certain real property described in Exhibit A as Lots 1 – 11 of the Community.

Section 24. "Tenant" shall mean and refer to any person who occupies land or property that is leased or rented from an Owner.

Section 25. "Unaccompanied Guest" shall mean and refer to any visitor or invitee in Hidden Springs Sustainable Community who is not accompanied by an Owner, Dependent, Developer, or a tenant.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Existing Property. The property is and shall be held, transferred, sold, conveyed, encumbered and occupied subject to this Declaration. Each Grantee of a portion of the Property and each Owner of a Lot in the Community, by accepting a deed thereto, agrees to, acknowledges and accepts all terms contained in this Declaration.

Section 2. Additional Property. Real property not described in Exhibit A may be added to this Declaration by the Developer.

Section 3. Additions: Effect. The Developer, or its successors and assigns, shall have the right, but not the obligation, to subject additional land to the terms of this Declaration by the execution and recording of a supplemental declaration describing the real property constituting the addition and containing an appropriate reference to this Declaration, whereupon, the provisions of this Declaration shall become applicable to such real property in all respects as if this Declaration had included such real property from the beginning provided, however, that nothing herein contained shall subject such additional real property to assessments for the years prior to the year of addition.

**ARTICLE III
PROPERTY RIGHTS (EASMENT AREAS)**

Section 1. Right of Easement Use: Developer, Owners and Invitees shall have a right and easement of ingress and egress and of use and enjoyment in the Easement Areas, along with any Improvements thereon. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions as hereinafter specified:

- (a) The right of the Developer to manage the Common Areas and to transfer management of the Common Areas to any appointed Manager(s).
- (b) The right of the Developer to enter onto any Easement Area, without being liable to any Owner, for the purpose of maintaining or repairing any area, Improvement or other facility.
- (c) The right of the Developer to install main road, trees, fencing, utilities, drainage, vegetation and any other appropriate boarder, visual barrier, installation or Improvement necessary on the Main Drive, for the Community road, driveway aesthetics or utilities and to hire or contract with any agent to accomplish such works.

**ARTICLE IV
COVENANTS & RESTRICTIONS**

The Developer hereby declares, and each Property Owner acquiring any interest in any portion of the Property agrees through acceptance of such conveyance, that the Property shall be subject to the following covenants and restrictions, which covenants and restrictions shall be covenants and restrictions running with the land:

Section 1. Agriculture.

- (a) All Owners shall agree that this is an agricultural development and the regular sights and smells of diverse agricultural practices is to be expected in the Community.
- (b) Only agricultural pesticides, soil amendments, sprays, etc which are approved for organic use, may be applied anywhere in the Community, with the exception of pesticides sprayed on a home or other structures, for pest control.
- (c) No GMO seeds may be grown anywhere in the Community.
- (d) No Animal Confinement operations are allowed in the Community either personal or commercial. ("Animal Confinement" is an agricultural term- not meaning pets or animals kept in an appropriately sized kennel or pen, but referring to large numbers of animals crowded together or confined to small spaces and deprived of fresh air/ sunlight/ pasture, etc for prolonged periods of time.)
- (e) No kennel or other facility for raising or boarding dogs for commercial purposes shall be allowed in the Community, with the exception of a single litter of dogs at one time with equipment needed for such

purposes.

- (f) All animals must be confined to their Owner's property.

Section 2. Building & Miscellaneous.

- (a) Single wide mobile homes and manufactured homes are prohibited within the Community. This prohibition does not include custom built container homes, custom built tiny homes or homes built with alternative materials or methods.
- (b) All buildings and structural improvements (greenhouses, skate ramps, shooting range, etc) as well as any structure used for a Residence must have a setback of 20' or more from any property line or easement, with the exception of adjacent Lots owned by the same Owner do not require any setback on adjacent boundaries.
- (c) All buildings and structural improvements must comply with basic neighborhood safety and not cause an undo nuisance of any kind (noises, fumes, runoff, etc.).
- (d) Any track for off road motorcycles or ATVs must be 20' or more from any property line or easement, with the exception of adjacent Lots owned by the same Owner do not require the setback on adjacent boundaries.
- (e) All building improvements must be completed within twelve (12) months after building materials are first placed on such Lot or foundation work is begun, whichever occurs first. Any additional time frames needed for completion of a building may be negotiated with Developer or Neighborhood Association.
- (f) All Improvements shall be maintained in such a manner that they do not become unsightly, in disrepair, unsanitary or a fire hazard.
- (g) Loud equipment is prohibited from 11pm to 6am with the exception of generators unless Owner obtains prior approval from bordering neighbors.
- (h) All farm equipment, RVs, boats, non-operational vehicles, garbage, junk, etc must be stored or kept within 100' of the main drive unless stored inside a covered structure (barn, shed, carport, etc) or located behind a house.
- (i) All refuse, rubbish, trash, garbage or waste shall be kept in closed containers and disposed of or removed in a sanitary manner, and biodegradable materials shall be actively composted in an appropriate manner, not creating an inappropriate nuisance for neighboring properties. Non household refuse, rubbish, trash, garbage or waste, other than dead leaves and fallen limbs, shall not be permitted to remain exposed within 100' of the Main Drive.
- (j) All garbage cans, maintenance tools and similar items shall be screened or enclosed to conceal them from neighboring lots, or kept behind a home, shop or barn.
- (k) Any tank for the storage of gas or liquid shall be placed to the side or back of the home, shop or barn.
- (l) Any outdoor fire shall be made in a receptacle having a properly operating spark screen or in a fire pit. No condition which creates a fire hazard shall be permitted on a Lot.

Section 3. Main Drive.

- (a) The Main Drive shall be available for all uses, both public and private.
- (b) No person shall in any way prohibit, restrict, limit or in any matter interfere with normal ingress and egress and use of the Main Drive by any of the other Owners or their Invitees, trades people, or any public personnel, or the general public and others bound for or returning from any of the properties having a right to use the private road.
- (c) No vehicle shall be parked on or within the Main Drive, nor shall any impediment be placed, stored or maintained on or within the Easement. It is the intent of this document that the Easement shall remain free and clear to allow each Owner, and his or her invitees and all public vehicles, to have full, unimpeded access to the Lots and individual driveways which branch off of the Easement.
- (d) The Main Drive being a private road and not required to be maintained by Cedar County, the Owners of all properties benefited by the Main Drive shall be jointly and severally liable and responsible for maintaining the entire length of the private road with each Lot paying an equal fractional share of the reasonable costs.
- (e) Owner(s) of each Lot benefited by the Main Drive shall jointly and equally share in all decisions regarding the maintenance, snowplowing and repair costs thereof with all decisions determined by an affirmative vote of not less than 2/3 of the Owners.

- (f) No Owner shall make any changes or create any Improvements, or do any repairs or maintenance upon the Main Drive, with the exception of emergency provisions, without an affirmative vote of not less than 2/3 of the Owners.
- (g) Owners shall assume responsibility and liability for the well-being, safety and cooperation of all Owner Invitees in the Common Areas.
- (h) Owners and Owner Invitees shall remove any trash or debris from Easement Areas and shall keep all Easement Areas in the same condition they were found.
- (i) Owners shall assume responsibility and liability for any damages to property or Improvements in Easement Areas incurred by an Owner or any Owner Invitee, and the Owner shall pay for the damages in full, or satisfactorily perform the repairs themselves with the consent of the Developer or no less than an affirmative 2/3 Community vote, with the completion of the work being approved by the same.
- (j) Owners agree to maintain family-friendly behavior and uphold any rules posted within the Easement Areas.

ARTICLE V VOTING RIGHTS

Section 1. Enforcement. Any Owner owning more than one Lot shall cast one vote for each Lot owned.

Section 2. Joint or Common Ownership. If any property interest is held jointly or in common by more than one (1) person, the vote for such Lot shall be cast as a unit and neither fractional votes nor split votes shall be allowed. Any joint or common Owner shall be entitled to cast the vote or votes belonging to the joint or common Owners unless another joint or common Owner shall have delivered to the Developer or a Neighborhood Association prior to the election, a written statement to the effect that the Owner wishing to cast the vote has not been authorized to do so by the,other joint or common Owner or Owners. In the event that such joint or common Owners are unable to agree,among themselves as to how their vote or votes shall be cast as a unit, they shall lose their right to cast their vote or,votes on the matter in question.

Section 3. Proxies. A Member may cast an eligible vote in person or by proxy at any meeting of Owners.

ARTICLE VI ASSESSMENTS

Section 1. Levy of Assessments and Lien. The Developer, a Neighborhood Association or an affirmative vote of not less than 2/3 of the Owners shall have the right to levy and collect special assessments in accordance with the provisions of this Article VI:

- (a) Against all Owners in equal amounts for maintenance and/ or repair of the Main Drive and/ or utilities.
- (b) Against any Owner who does not comply with the provisions of this Declaration. Any and all assessments shall be consistent with the offenses, and any reparations and/ or repairs needed as a result of the breach of this Declaration.

Section 2. Purpose of Assessments. All amounts realized from assessments levied by the Developer, a Neighborhood Association or an affirmative vote of not less than 2/3 of the Owners, shall be used for any lawful purpose consistent with the purpose for which they were levied.

Section 3. Maximum Special Assessment. The maximum special assessment shall not exceed the cost of repairing damages incurred, and/ or a maximum fine of \$100 for infractions considered a nuisance.

Section 4. Effect of Nonpayment of Assessments: Remedies of the Developer and/ or Neighborhood Association. Any assessment not paid within sixty (60) days after the due date shall be delinquent and a late charge at the rate of \$5 per month may be charged on any assessment received more than 10 days after its due date. The Developer may, if any assessment remains delinquent for ninety (90) days, foreclose the lien against the property in the same manner as is provided in the laws of Missouri for the foreclosure of mortgages on real property.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Developer, its successors and assigns, a Neighborhood Association or any Owner at his own expense shall have the right, but not the obligation, to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, a Neighborhood Association or by any Owner to enforce any provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Public Enters at Own Risk. Use of any portion of the Easement Areas by Owners, their Invitees, or any members of the general public is at their own risk. Neither Developer nor Owners assume duty to or for the benefit of the general public for defects in the location, design, installation, maintenance, or repair of the Easement Areas; for unsafe conditions; to inspect for or warn against possibly unsafe conditions; or to close the Easement Areas to public access when unsafe conditions may be present.

Section 3. Costs and Expenses. All costs and expenses associated with Easement Areas are to be borne by Lot Owners collectively.

Section 4. Liabilities. Grantor, their successors, family, Minors, Dependents, Guests, Tenants and any and all future Owners shall indemnify, save and hold Regeneration Nation LLC (as well as its officers, agents, and employees) harmless for, from and against any and all claims, causes of action, costs, or damages for personal injury and/or property damages arising out of or related to the use of the Easement Areas, or the failure to properly construct, maintain, repair, and/or install the appurtenance thereto or any defects in the location, design, installation, maintenance, or repair of the Easement Areas or Improvements.

Section 5. Violation a Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by any Owner at his own expense, or by the Developer or a Neighborhood Association.

Section 6. Severability. Invalidity of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Counterparts. The agreement of Consenting Owners may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

Section 8. Life of Declaration. The covenants and restrictions of this Declaration, as they may be amended from time to time, shall run with and bind the property now or hereafter subjected to this Declaration for a term of ten (10) years from the date of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years, unless extinguished by a written instrument executed by an affirmative vote of at least three fourths (3/4) of the Owners and recorded in Cedar County, Missouri, and/ or any additional County in which there is Community property, in the real property records.

Section 9. Governing Law. The laws of the State of Missouri govern this Declaration.

Section 10. Amendments. This Declaration may be amended, by an affirmative vote of not less than two-thirds (2/3) of the Owners. All amendments shall be recorded.

Section 11. Notices. Notice to Developer under this Declaration must be in writing and given by one of the following methods: (1) personal delivery; (2) certified mail, return receipt requested and postage prepaid; or (3) nationally recognized overnight courier, with all fees prepaid. In an emergency, notice may be given by phone (816-217-0098) or by email at (regenerate@rnation.us), followed by one of the methods in the preceding sentence. Notice from Developer shall be addressed to the Person at the address given by such Person to the Developer for the purpose of service of notices, or to the residence of such Person if no address has been given the Developer.

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

REGENERATION NATION LLC.

By: _____
Member

ATTEST: _____
Witness

STATE OF MISSOURI)ss.:
COUNTY OF CEDAR COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Kristie Harper, as sole Member of Regeneration Nation LLC, a Missouri limited liability company and _____, witness my hand and official seal.

My commission expires _____
(S E A L)

Notary Public

(Printed Name) _____

EXHIBIT A – Official Survey Map

As filed in the Office of the Recorder of Deeds
of Cedar County, Missouri.

1. **Subdivision A: All Lots 1-11 and other property included within the official Survey Map of the Hidden Springs Subdivision.**
2. **The following Easements, as shown on the official Survey Map:**
 - (a) **Public Main Road Easement with Utilities Easement.**