

copy

WHEN RECORDED RETURN TO:  
Marvin B. Harper Jr.  
241 Coker Creek Trail  
Tellico Plains, TN 37385

THIS INSTRUMENT PREPARED BY:  
Marvin B. Harper Jr.  
241 Coker Creek Trail  
Tellico Plains, TN 37385

BK/Pg: M317/20-28  
**23002351**  
 9 PGS:AL-RESTRICTIONS  
 ASHLEY BATCH: 106282  
 04/19/2023 - 09:40:58 AM  
 VALUE 0.00  
 MORTGAGE TAX 0.00  
 TRANSFER TAX 0.00  
 RECORDING FEE 45.00  
 DP FEE 2.00  
 REGISTER'S FEE 0.00  
 TOTAL AMOUNT 47.00  
 STATE OF TENNESSEE, MONROE COUNTY  
**KIMBERLY ESTES BIVENS**  
 REGISTER OF DEEDS

**Declaration of Restrictive Covenants, Conditions and Restrictions**  
of  
**Stagecoach at Coker Creek**

**THIS DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS** is made this 19 day of April, 2023 By Marvin B. Harper Jr. of 241 Coker Creek Trail, Tellico Plains, TN 37385, hereinafter referred to as "Developer"

**WITNESSETH**

**WHEREAS, Developer is the owner of contiguous certain real estate located in Monroe County, Tennessee, which real estate is the property conveyed to the Developer by Deeds recorded in the Register's Office for Monroe County, Tennessee, and more particularly described on Exhibits "A" and "B" attached hereto and made a part hereof,**

**WHEREAS, the Agreement shall be applicable to the Property which has been platted into single-family lots, and hereinafter referred to as Stagecoach at Coker Creek and is defined as Lots 1,2,3,4,5,6,7,8 and 9 in Phase I, per plat in BK/Pg: CAB-I/134-134, public records of Monroe County, TN. and Phase II, Lots 10,11,12,13 and 14 per plat filed in BK/Pg: WD443/470-472, Map 197, Parcel 001.00**

**WHEREAS, In accordance with Monroe County, Tennessee Subdivision Regulations, Article III, Section A, Subsection 18, this property is bound by the following: 1.) No private right of way or easement shall be adopted by Monroe County unless it is improved to the current county road standards at the expense of the Homeowners' Association. 2.) The Homeowners' Association shall have the authority to levy assessments on a periodic basis with the intent to maintain public rights of way or easements, along with any specified common areas or facilities. The association also has the authority to impose liens when necessary. 3.) The developer shall be responsible for private street maintenance for a period of eighteen (18) months, effective from the date of planning commission final approval signature. Once this period of time has elapsed, the association shall accept responsibility of all private streets within the subdivision unless less than fifty (50) percent of the lots have been sold. At this point, the Developer shall retain responsibility of the private street(s) until at least fifty (50) percent of the lots have been sold. 4.) The property owners' association shall be noted on the deed for each lot within the subdivision.**

**WHEREAS, the said Developer desires to protect the use and value of said Property for the benefit of Owner/Residents, their successors and assigns;**

**NOW THEREFORE, Developer declares that the described Property shall be held, sold and conveyed subject to the aforesaid and following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding upon all the parties having any right, title, or interest in or to said Property or any portion thereof, their heirs, executors, administrators, legal representatives, owner successors and assigns and which shall inure to the benefit of each owner thereof.**



## ARTICLE 1

### DEFINITION

In addition to other definitions herein provided and except where it is clearly evident from the context that a different meaning is intended, the following terms shall have the following meanings when used in the Declaration:

1. "Declaration" means this instrument as extended or supplemented from time to time in the manner herein provided.
2. "Developer" means Marvin B. Harper Jr.
3. "Owner" shall mean and refer to the record owner (other than the developer) whether one (1) or more persons or entities, of fee simple title to any Lot which is a part of the Property, but excluding those persons or entities having such interest merely as collateral security for the payment of debt or for the performance of an obligation.
4. "Lot" shall mean the numbered lots as shown on the recorded subdivision plat of the Property, which has been plated as (9) lots in Phase I and (5) lots in Phase II, the plats being recorded as public record of Monroe County, Tennessee.
5. "Property" means all real property described in the preceding paragraph and shall also include any additional land made subject to the terms of this Declaration in the future.
6. "Homeowners Association" means Stagecoach at Coker Creek, Inc., "HOA" hereinafter.

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Developer does hereby declare the following:

*The Developer does hereby make the following declarations as to limitations, restrictions and uses to which the lots, tracts and roadways may be put, hereby specifying that said declarations are not personal and shall constitute covenants to run with all of the land, subject to any exceptions hereinafter set out, as provided by law, and shall be binding upon and inure to the benefit of all parties and all persons claiming by, through and under them, this Agreement being designed for the purpose of keeping said lands desirable, uniform and suitable in architectural design and use as herein specified as follows, to wit:*

## ARTICLE II

### RESIDENTIAL COVENANTS

- 1. LAND USE.** Lots are for residential use only and no retail or wholesale business operations will be allowed. No farming or ranching will be permitted. No more than one dwelling shall be permitted per Lot and those shall be single family dwellings only. No more than two additional detached structures containing no more than 500 square feet each, shall be allowed on the Lots and these shall not be for the purpose of full time residency and shall be placed at a minimum distance of 50 feet from the road and 50 feet from any property line. No detached structure shall sit forward of the front-most wall of the residence. No temporary structures such as tents or trailers shall be allowed on the property for the purpose of residency. Detached sanitary facilities shall not be allowed. No mobile homes, manufactured housing, pre-fabricated structures, metal structures or portable buildings shall be placed on the property. Any separate building, workshop, or other incidental out buildings must exhibit the same architectural style, quality of construction and building materials which are consistent with the same caliber and appearance of the main residence structure. No structures, storage or parking of vehicles will be permitted on any cleared power right-of-ways. Only one ingress/egress from lots to private roads will be allowed. No further re-subdivision of the land is allowed. Land will not be used for any radio, cell or other communication towers.
- 2. OCCUPANT LIABILITY.** All occupants, whether owners, renters, guests, or invitees shall be subject to the restrictions and limitations imposed by these Covenants. Owners are liable for damage to persons or property caused by Owners, renters, guests, or invitees.
- 3. VEHICLES.** No structure of a temporary character, including trailers, campers, motor homes or tents will be used or stored on any lot either temporarily or permanently. Trailers, boats, trucks, campers and motor homes, etc. shall be kept, maintained and stored in a garage or enclosed structure meeting the requirements outlined above.
- 4. DWELLING SIZE, QUALITY AND TYPE.** The main floor area of the residence structure, exclusive of one-story open porches and garages, shall not be less than 1000 square feet. The outside of the structure must be of wood and/or stone that lends to a mountain setting and dwelling must be completed within a reasonable amount of construction time. All construction, sewer systems and water systems must conform to local, state and federal standards. Any outside fuel tanks, TV antennas or dishes, well facilities or other items not attached to the main dwelling, shall be located and landscaped so as to minimize their visibility in the development and none of these shall sit forward of the back wall of the residence.
- 5. TIME FRAME FOR CONSTRUCTION.** All exterior construction upon all lots must be either completed or enclosed to include windows, doors, exterior walls and roof within eighteen (18) months from commencement of construction on any home or building.



- 6. NUISANCES.** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to other property owners. There shall be no discharging of firearms or fireworks of any kind. This shall include loud vehicles. The land shall be respected as a bird and wildlife sanctuary.
- 7. TEMPORARY STRUCTURES.** Metal buildings and storage containers are not permitted. A recreational vehicle or trailer not over 30 feet and connected to a state approved sanitary system may be used during the nominal construction time of the dwelling but not to exceed eighteen (18) months.
- 8. SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent. The Developer reserves the right to display signs of a larger size for promotion of the development as well as entry signs, warning signs and directional signs. One name and/or address sign approved by the Property Owners Association will be permitted in front of each lot, facing the roadway. Community mailboxes will be provided and individual mailboxes will not to be erected on lots.
- 9. OIL AND MINING OPERATIONS.** No quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any new oil wells, tanks, tunnels, mineral excavations or shafts be dug or placed on any lot.
- 10. LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose and do not create excessive noise or become other nuisances. All pets must be confined to the property of the owner and shall not run at large.
- 11. SEWAGE DISPOSAL.** Privately owned and operated septic tanks shall be installed by lot owners pursuant to Monroe County ordinances, at the time of home construction. No outhouse or outdoor toilets or other similar devices shall be permitted or used on any Lot, except a temporary toilet during construction of the residence.
- 12. WATER SUPPLY.** A privately owned well shall be drilled and installed by the lot owner before or at the time of home construction.
- 13. FENCES.** All fencing and walls must be attractive and consistent with color and materials used on the main dwelling. Barbed wire and chain-link fences are not permitted. Fences may not extend into the front yard beyond the front corner of the main building.

**14. MAINTENANCE.** Lots shall kept properly maintained and groomed in neat and sanitary condition, whether or not said Lot is improved with a dwelling. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and must be removed on a regular basis. Open displays of trash, building materials or discarded goods of any sort or immobile or abandoned vehicles or other machinery are prohibited on any Lot or right-of-way.

## ARTICLE III

### ROAD MAINTENANCE AND EASEMENT PROVISIONS AND RESTRICTIONS

**1 MAINTENANCE.** Owners shall be responsible for all emergency and routine maintenance of all roadways in the Property, as depicted on the Plat. Collection and disbursement of funds for such purposes are to be handled by the Homeowners Association in accordance with Monroe County Sub-division regulations.

**2 RESTRICTIONS.** Roadways are intended solely for the use of Owner and invitees. No commercial use will be permitted other than for delivery. Posted speed limits and warnings will be obeyed. No parking will be allowed on roadways except during special events.

**3 UTILITY EASEMENTS .** The Developer shall have additional appurtenant, permanent, nonexclusive reciprocal easements for the installation, use maintenance and repair of utilities located above, upon or under any portion of the Property, provided, however, that any party exercising rights granted under this paragraph shall (1) promptly, at its expense, pay for any work performed by it, (2) promptly repair or restore the surface of any disturbed portion of the property to the condition existing immediately prior to such work and (3) not unreasonably interfere with the construction of improvements or other permitted uses of the Property.



## ARTICLE IV

### MISCELLANEOUS

**1 DEVELOPER WAIVERS.** The Developer shall have the sole right to grant waivers of these Restrictions, but all such waivers shall conform to the general purposes and standards of the Covenants and Restrictions herein contained, as determined by the Developer, and shall be for the purpose of curing any ambiguity in any inconsistency between the provisions contained herein, to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions, and to grant a waiver for any Lot from any part of the Covenants and Restrictions (including, without limitation the foregoing building restriction lines and provisions hereof relating thereto) if the Developer, in his sole judgment, determines that such grant of waiver is reasonable and does not substantially affect any other Lot in a material adverse manner.

**2 NOTICES.** All notices, demands and requests provided for or permitted under this Declaration must be in writing and shall be deemed to have been properly given and served when delivered personally or ten (10) days after deposited in the United States mail, certified mail, return receipt requested, to the address of the respective parties maintained in the Tax Assessor's Office of Monroe County, Tennessee for notices and ad valorem taxes.

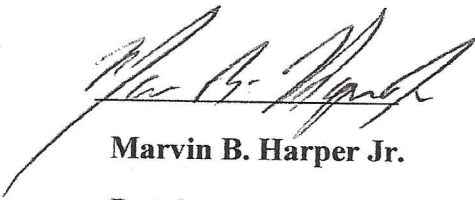
**3 GOVERNING LAW.** This Declaration shall be construed and governed by the laws of the State of Tennessee and the Subdivision Regulations of Monroe County, Tennessee.

**4 ENFORCEMENT.** Should it become reasonable and necessary to enforce the provisions herein, violators of said provisions can be held liable for legal and other expenses incurred as a result of enforcement. The Developer or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and rights now or hereinafter imposed by this Declaration. Failure of the Developer or any Owner to enforce any restriction, condition, covenant or right herein contained shall in no event be deemed a waiver of the right to do so hereafter.

**5 SEVERABILITY.** Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions hereof which shall remain in full force and effect.



IN WITNESS WHEREOF, the Developer has executed this Declaration of Covenants, Conditions and Restrictions to be effective as of the date first above written.

  
Marvin B. Harper Jr.

Developer

STATE OF TENNESSEE  
COUNTY OF MONROE

Personally appeared before me, the undersigned authority, a Notary Public, in and for said County and State aforesaid, personally appeared Marvin B. Harper Jr. who is personally known to me or who has produced his drivers license as identification, and who, upon oath, declared himself to be the within named Developer, and that he has read the foregoing Declaration of Covenants, Conditions and Restrictions, and is familiar with and understands the contents thereof, and that he, being authorized so to do, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained.

<sup>19<sup>th</sup></sup> IN WITNESS WHEREOF, I have hereunto set my hand and seal this  
day of April, 2023.

Sheila P. Ervin  
Notary Public

My Commission Expires: 6/3/26

