Restrictions and Protective Covenants for The Village of Cobbly Nob and the Cobbly Nob Property Owners Association, Inc.

WHEREAS, The Village of Cobbly Nob is located in the Seventeenth (17th) Civil District of Sevier County, Tennessee, and is more particularly described in Exhibit A attached here to, and

WHEREAS, Cobbly Nob, Inc. as developer established a subdivision known as The Village of Cobbly Nob and placed certain covenants and restrictions set forth in the Declaration of Restrictions, dated April 28, 1971, upon certain lands in the Village of Cobbly Nob and recorded that date in Miscellaneous Book 26, Page 429, in the Registrar's Office for Sevier County, Tennessee, and

WHEREAS, John C. Connell, as developer, established a subdivision known as "A Lil Bit of Heaven" (which is sometimes considered a part of the Village of Cobbly Nob) and placed certain covenants and restrictions set forth in the Subdivision Restrictions, dated January 26, 1970, upon certain lands and recorded that date in Miscellaneous Book 22, Page 248, in the Registrar's Office for Sevier County, Tennessee, which Subdivision Restrictions are not part of the aforesaid Declaration of Restrictions dated April 28, 1971, and

WHEREAS, the Cobbly Nob Property Owners Association, Inc. (hereinafter referred to as "CNPOA") was established under the provisions of Section 25 of said Declaration of Restrictions and the provisions of the CNPOA Bylaws adopted January 2, 1978, as revised in whole or in part on several occasions with the last revision occurring on September 3, 1994, and recorded in Miscellaneous Book 246, Page 44 in the Registrar's Office for Sevier County, Tennessee, and

WHEREAS, by several recorded amendments and assignments to the Declaration of Restrictions, CNPOA became the successor of certain interests, options and authority granted or retained by Cobbly Nob, Inc. under said Declaration of Restrictions, and

WHEREAS, said Declaration of Restrictions shall run with the land and shall be binding on all parties and persons for a period of twenty-five (25) years from April 28, 1971, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of lots and condominiums affected by such covenants has been recorded agreeing to change said Declaration of Restrictions in whole or in part, and

WHEREAS, said twenty-five (25) year period shall end on April 28, 1996, and

WHEREAS, certain provisions of the Declaration of Restrictions are in general need to be revised or clarified

THEREFORE, the majority of owners of lots and condominiums affected by said Declarations of Restrictions desire and agree to change said restrictions in whole as follows:

The owners of the affected lots and condominiums hereby restrict the use of the land and specify that the declaration of limitations, restrictions, and uses of the land shall constitute covenants to run with the land and shall be binding on all parties, persons and all future owners and tenants of property in The Village of Cobbly Nob. This Declaration of Restrictions is designed for the purpose of keeping said land desirable, uniform and suitable in architectural design and in keeping with The Village of Cobbly Nob concept and use specified herein.

All covenants and restrictions contained herein shall be deemed to be accepted by the grantee of any deed conveying all or any portion of said property in The Village of Cobbly Nob. The grantee shall be bound to observe and comply with all the covenants and restrictions as follows:

1. <u>Residential Use Only</u> – All lots shall be used for residential purposes exclusively. No structure, as herein provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached, single-family residence; one (1) small, one-story accessory building which may be included as a detached private garage. The accessory building may not be constructed prior to the construction of the main dwelling or condominium and shall conform substantially with/to the style and exterior finish of the main dwelling.

In consideration of safety and in an attempt to restrict activity which generates additional traffic that would not be normal to a single-family residence, no commercial business or activity shall be allowed on any property within The Village of Cobbly Nob. Commercial business activity shall be defined as, but not limited to retain, wholesale, manufacturing, beauty shops, barber shops or businesses that require traffic. Rental of single family dwellings or condominiums, for any term whatsoever, is not considered to be commercial business.

No commercial business shall be permitted within The Village of Cobbly Nob other than the activities of CNPOA in furtherance of its powers and purposes.

2. <u>Construction</u> – No building, fence, wall, driveway, addition, exterior remodeling or other structure shall be erected, placed or altered on any lot until the drawings (at ¼ inch equals one foot) of proposed building plans, elevations (including a clear indication of the location of finish grade in each view), specifications, exterior color or finish including roofing, plot plans (showing the proposed location of the building or structure, drives and parking areas, the lot boundaries and finish grade contours at 4 foot elevation centers and trees to be removed to improve the view), shall have been approved in writing by CNPOA, its successors and assigns. All plot plans shall be at a scale of not more than 20 feet to the inch, and a construction schedule shall have been approved in writing by CNPOA, its successors and assigns.

CNPOA's review and approval of the above is an effort to protect the attractiveness and value of the building, improvements and the safety and well-being of The Village of Cobbly Nob. The review and approval is done at a "best effort" basis and neither CNPOA or/nor anyone acting on its behalf shall be liable for any damage, loss or prejudice arising out of its approval or disapproval of the above or the related construction.

The setback lines shall be ten (10) feet front, ten (10) feet side and ten (10) feet rear yard.

3. <u>Roofs and Overhangs</u> – Roofs of buildings shall have a pitch of five (5) feet in twelve (12) feet or greater covered by an asphalt, impregnated, dimensional shake-look shingle that is rated at a minimum standard of three hundred (300) lbs. or more per square, UL Class A fire rating with a thirty (30) year or more warranty. The make, manufacturer's specifications (if not previously approved by CNPOA), type and color of shingle must be denoted on the building plans when submitted for approval of a building permit by CNPOA. Overhangs must be a minimum of twelve (12) inches. In cases of dormers, carports, porches, etc., the roof pitch may be less than five (5) feet in twelve (12) feet pitch with approval of CNPOA.

Wood shingles may be approved, or disapproved, on an individual basis by CNPOA due to the fire hazard. Other roofing materials may be approved by CNPOA on an individual basis provided they have the appearance of wood shakes.

Any change of roofing on existing structures shall be brought before the CNPOA for review.

Fireplace chimneys shall have adequate mesh, spark-arresting chimney caps to prevent escape of flammable embers.

4. <u>Exterior Walls, Fences & Enclosures</u> – Exterior walls of buildings, fences or enclosures may contain natural stone, natural wood siding or a combination of both. Other materials may be used providing it can be demonstrated to the satisfaction of the Cobbly Nob Property Owners Association that such materials will be compatible with the natural stone or natural wood and must be specified on the building plans. Fences may extend to the property line. The top horizontal line of fences shall not be more than three (3) feet from the normal ground level. Fences constructed of wood shall be stained to match the single-family dwelling.

5. <u>Retaining Walls & Foundations</u> – All retaining walls taller than three (3) feet and foundation walls taller than twelve (12) feet shall be shown to be designed and located to withstand the loads for which intended or imposed upon.

Retaining walls, house foundations, planter boxes or any other exposed concrete block shall be covered with natural stone, natural wood or aluminum of ½-inch textured stucco consisting of a minimum of one scratch coat and one finish coat (compatible with the color of the dwelling).

6. <u>Building Height & Square Footage</u> – With prior approval of CNPOA, the height of any building shall not be more than two stories above the normal surface of the lot. Nor5mal surface shall be defined as the grade of a lot at a point midway between its highest elevation and its lowest elevation provided the lot ascends from where the lot meets the road right-of-way. CNPOA reserves the right, but shall not be required, to disapprove a structure that would unreasonably interfere with the view from an already existing structure, provided that other alternatives are available to the applicant.

Each single-family dwelling shall have a minimum of 1,200 (One thousand two hundred) square feet of enclosed living area (living area shall be defined as enclosed floor space including stairways and lofts that are heated and cooled but excludes porches, terraces, decks and garages).

7. <u>Natural Water Flow</u> – The natural water flow on any tract shall not be diverted from its normal natural course when structures, walls, landscaping and other like obstructions are placed in such a way to alter or block the normal, natural water low. Appropriate means will be taken by the Owner/Contractor for the natural flow of water during construction to bypass the obstruction and exit said property at the same normal natural course location. Under no circumstances shall water be diverted to adjacent or public land other than by its natural course.

Prior to driveway connection, cutting or construction, a driveway plan shall be submitted to CNPOA. The plan shall state the depth of cut, width, length (right-of-way), culvert pipe length and culvert pipe diameter. The driveway plan shall show the location and depth of the culvert and finished surface grade. Any driveway culvert pipe that is damaged as to lessen its diameter or restrict the flow of water must be corrected or replaced by the Owner/Contractor before CNPOA accepts the culvert pipe into its right-of-way.

8. <u>Time Share & Bed & Breakfast</u> – Residences and/or condominiums constructed on said property in The Village of Cobbly Nob shall not be used for or sold under a time-sharing or interval ownership program or for a bed and breakfast. No multi-unit apartment buildings shall be permitted.

9. <u>Utility Yards</u> – Any outside storage on lots shall require a utility fence. Objects determined by CNPOA to be unsightly in appearance or offensive by nature shall be concealed by a utility fence. Such items shall include, but shall not be limited to, pens, houses for pets, construction materials (except during construction) oil and other fuels, clothes racks, clotheslines, clothes washing and drying equipment, laundry rooms, garbage and trash receptacles and automobiles not in working order. The size and height of the utility fence will be dictated by the usage but may not exceed eight (8) feet. Outside storage fence shall conform to the general appearance of the residence, comply with all setback requirements (utility fences may not be built between the residence and the road) and approved by CNPOA. Utility fences shall not be used as property boundary lines.

10. <u>Satellite Dishes</u> – Satellite television dishes measuring thirty (30) inches or less are acceptable in CNPOA. Normal setback requirements must be followed when installed.

11. Building Codes

(a) Residences shall be designed in accordance with the Standard Building Code by the latest edition of the Southern Building Code Congress International, Inc. Lot owners and their contractors shall certify on the Building Permit Application that said construction will be done in compliance with the Southern Building Codes. It shall not be the responsibility of CNPOA to insure compliance with Southern Building Code regulations.

(b) The construction of residences shall be accomplished in accordance with applicable Tennessee state and local laws.

12. <u>Condominiums</u> – Any future development of condominiums in The Village of Cobbly Nob shall adhere to the following restrictions in addition to all other restrictions and covenants herein:

(a) Each condominium unit shall have at least one designated off-street parking space for the Owner and shall have one-half (1/2) off-street parking space for guests.

(b) Any development exceeding 20 units must have a swimming pool and self-contained recreational amenities. The size of the swimming pool and recreational amenities shall be dictated by the estimated usage or number of Owners plus guests.

(c) All Owners of units in a condominium development shall join the CNPOA.

(d) Each Owner will be assessed an annual maintenance fee for each unit he/she owns for road maintenance, maintenance of all recreational amenities, security and other services provided by CNPOA.

(e) Condominium Owners, as all Owners of property within The Village of Cobbly Nob, shall be subject to the Bylaws of CNPOA and the amendments thereto.

(f) Condominium Owners, al all Owners of property planning any new construction or exterior remodeling, requires written approval of the building and site plans along with the building permit fee before construction is started.

13. <u>Plans</u> – Any disapproval of building plans, site plans or specifications may be based upon CNPOA's Restrictions and Protective Covenants. No alterations may be made in building plans after approval is given except by and with the written consent of CNPOA. No alterations in the exterior appearance of any building or structure shall be made without approval by CNPOA. One copy of all plans, specifications and related data shall be furnished to CNPOA for its records.

14. <u>Exterior Completion</u> – The exterior of all houses and other structures must be completed within one (1) year after approval of the plans and application for a CNPOA building permit. Another permit shall be required after one (1) year.

15. <u>Construction Clean-up</u> – The Owner shall require the building contractor to clean up all debris, cut trees, and trash during construction. In the event that the contractor may fail or refuse to clean up the construction site, the Owner shall accomplish the same within 30 days of the accumulation of such materials. All trash or refuse of any kind, including but not limited to lunch papers, plastic containers, building materials, cardboard, etc. shall be cleaned up and removed from The Village of Cobbly Nob after each work day or secured in a covered trash bin to be emptied as needed. No dumping of building materials or trash shall be permitted in The Village of Cobbly Nob at any time. A minimum fee to be determined by CNPOA will be assessed at any time. If violations continue, contractor's entrance to The Village of Cobbly Nob may be denied until the violation is rectified.

16. <u>Parking</u> – Each lot owner shall provide a minimum of four hundred (400) square feet of offstreet parking for each one or two-bedroom residence plus two hundred (200) square feet of off-street parking for each additional bedroom over two (2). These parking spaces may be located in the ten (10) foot setbacks. The parking area and/or driveway connecting to the street shall be constructed of hot mix asphalt, cement or other durable aesthetically appropriate approved material that will provide a dust-free, all-weather surface and such shall be completed within two (2) years after the start of building construction. On-street parking will not be allowed at any time without a special permit.

17. <u>Building Material Storage</u> – There will be no storage of building materials on the road surface at any time. Before construction of the residence begins, the Owner shall make arrangements for storage of building materials off the paved road surface.

18. <u>Roadways</u> – All roadways within The Village of Cobbly Nob are intended to be private property, maintained privately for the use of our members and those having express or implied permission from said Owners.

To promote uniformity, simplicity and enforcement, CNPOA has adopted all of the provisions of Title 55, Chapter 8, "Rules of the Road" of the Tennessee Motor Vehicle Laws. All users of these highways (roadways) within The Village of Cobbly Nob are obliged to comply with all provisions of the above-cited laws.

19. Property Maintenance

(a) An Owner of any lot or residence who permits trash, litter or junk to accumulate on their lot and who fails upon request to clean the area within thirty (30) days agrees to allow CNPOA to enter the lot or area and remedy the violation at the Owner's expense for a fee (to be set by CNPOA), plus an administrative fee. A reasonable interest rate shall be added to the fee, if not paid promptly by the owner. This fee plus interest shall be added to the maintenance fee, if not paid within thirty (30) days.

(b) In order to maintain the beauty and property values in The Village of Cobbly Nob, the exteriors of existing residences must be properly maintained for a unified, acceptable appearance. The general exterior appearance of structures shall be consistent with other structures within The Village of Cobbly Nob. Deterioration of the exterior, including paint or stain, shall not be permitted. The level of deterioration when a residence is considered not in good standing will be determined by the CNPOA Board of Directors. Any Owner who fails upon request to bring the exterior appearance of his/her residence back to good standing agrees to allow CNPOA to enter the lot or area and remedy the violation at the Owner's expense, plus an administrative fee. A lien shall be placed on the property until payment

is received by CNPOA. A reasonable interest rate shall be added if not paid upon completion by the Owner. This charge plus interest shall be added to the maintenance fee if not paid within 30 days.

(c) In order to maintain the natural environment and prevent erosion or unsightly mountain scarring, Owners are required to maintain trees and natural ground cover whenever possible. Dead and diseased trees, which are hazards, shall be cut as needed by the Owner. After notification of a hazard, the Owner agrees to allow CNPOA to enter the lot or area and cut trees as needed at the Owner's expense. Trees removed to improve views shall be replaced by low growing trees such as Dogwoods and redbuds. Replacement trees shall have a trunk diameter a minimum of one (1) inch measured one foot above the top of the root ball. Trees to be cut/removed for view shall be indicated on the site plan and approved by the Board of Directors. Clear cutting of any tract shall not be permitted.

(d) The above actions shall not be considered as trespassing by CNPOA.

20. <u>Offensive Activity</u> – No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon that tends to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, poultry, animals (other than household pets), dead trees, loud noise or anything or activity that is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the quiet and peaceful enjoyment of other property in the neighborhood by this Owners thereof.

Household animals must be restrained by their masters in accordance with the Tennessee Leash Law and not allowed to run at large. Owners who fail to perform their duty of preventing their animals from running at large are negligent and shall be liable if any injury shall be the proximate result or consequence of the negligent act. No breeding, boarding or grooming is allowed in Cobbly Nob for commercial purposes.

21. <u>Fire Prevention</u> – In an effort to prevent wild fires, all outdoor barbeque grills must be secured in order to prevent the wind from toppling them.

22. <u>Manufactured Buildings</u> – No tents, house trailers, mobile homes, portable or moved in manufactured buildings shall be permitted on any lot. Portable, moved-in or manufactured buildings shall be defined as any home or building which is moved in after fabrication on its wheels, flat-bed truck, other trailer, or detachable wheels to the building site.

23. <u>Boundary Lines</u> – No lot shall be subdivided or its boundary lines changed except by the written consent of CNPOA.

The right to re-plat adjacent lots in order to creat a larger lot is expressly reserved to a decision by the CNPOA Board of Directors. The Board of Directors shall give particular attention to the creation of green space for the protection of the aesthetics of The Village of Cobbly Nob while keeping in mind the need for sufficient revenue for the efficient operation of the community without increasing the assessment of maintenance fees on other properties. Such re-platting can only be accomplished within the year prior to building construction (and contingent thereon) or at any time after the start of construction. Undeveloped lots may not be re-platted for the purpose of not paying maintenance fees. Maintenance fees shall be paid on re-platted lots until construction is completed.

Property Owners, their heirs and assigns when re-platting is approved by CNPOA, thereafter give up the right to build an additional residence on or subdivide said re-platted lot. Restrictions and covenants herein apply to each such lot so created. The owner must have the lots re-platted and duly registered with the Registrar of Deeds at the County Courthouse. 24. <u>Annexation</u> – The Owner or developer of any tract or lot(s) which adjoin the boundary of The Village of Cobbly Nob who wishes to become a part of The Village of Cobbly Nob, or is desirous of using any of the private road network of The Village of Cobbly Nob for ingress or egress must make application in writing to CNPOA and include detailed plans for development and usage of same.

All construction and usage of such properties must conform with/to the Restrictions and Protective Covenants of CNPOA.

All property Owners shall become members of CNPOA and entitled to the privileges of this membership and pay applicable annual dues and assessments.

An initial road assessment fee will be required for each residence or condominium planned or built upon a lot as determined by the CNPOA Board of Directors. Any future development for single family homes or condominiums must provide for and maintain their own paved roads, construction of which must be in accordance with the State of Tennessee Specifications for Roads and Bridges. This does not preclude the possibility of acceptance of such roads by The Village of Cobbly Nob after study by the Board of Directors and acceptance by a majority of the CNPOA membership.

The Board of Directors reserves the right to reject any and all such applications when deemed to be in the best interest of CNPOA.

25. <u>Mailboxes and Newspaper Receptacles</u> – Mailboxes and newspaper receptacles (where applicable) shall be of a color that blend with the natural environment and shall be installed at curbside in accordance with the U.S. Postal Service Regulations.

26. <u>Signs</u> – No commercial signs including "for sale" or "for rent" and other signs shall be erected or maintained on any lot except as may be required by law. Property identification and like signs may not exceed a total of more than three (3) square feet in size and shall be constructed of natural wood and of a color to blend with the natural environment. No sign shall be erected where it may obstruct, impair or interfere with the view or be confused with any authorized traffic control sign or device.

No banners, pennants or balloons are permitted. No sign shall be painted on or attached to trees, rocks or other natural features or public utility poles. Inflatable, portable or illuminated signs are also not allowed.

27. <u>Aesthetics</u> – No building, fence, wall, deck, patio, porch, driveway or structure shall be erected, added to, or its exterior altered, painted, repainted, stained (repaint or re-staining of the residence in the same color does not require approval by CNPOA) or placed on or permitted to remain on any lot except in accordance with the plans and specifications which have been previously approved in writing by CNPOA.

28. <u>Variances</u> – Variances may be granted by CNPOA when deemed by CNPOA to be necessary because of the unique hardship. The purpose of the variance is to modify the strict application of a specific requirement if such strict application would deprive the Owner of reasonable use of the land or lot. Adjacent Owners affected by granting of a variance shall be notified prior to granting a variance hearing.

29. <u>Duration and Amendments</u> – All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period twenty-five (25) years from April 28, 1996, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument approved by a simple

majority of the votes cast by the then Owners of lots affected by such covenants has been recorded at the Sevier County Courthouse.

These covenants, restrictions and affirmative obligations may be amended at any time by a two-thirds (2/3) majority of the votes cast by the then Owners of lots affected by such covenants.

30. <u>Enforcement</u> – The Cobbly Nob Property Owners Association Board of Directors shall have the right to enforce the recorded Restrictions and Protective Covenants. The Board of Directors is charged with the fiduciary duty to uniformly and consistently ensure that the CNPOA is operated in accordance with the Restrictions and Protective Covenants. The Board of Directors shall set forth a written due process procedure in the enforcement process to ensure that the process is uniformly applied, impartial, fair, timely and not discriminatory. The process shall include a notice and hearing procedure ensuring Property Owners of an impartial hearing and appeal. The notice of alleged violation of restrictions shall be specific. It shall identify the factual basis of the claimed violation and shall provide the Property Owner with a time and method for correcting the violation. The response shall set forth a request for a formal hearing to present his/her case to the Board of Directors. When violation decisions are made at a committee level, a method of appeal to the Board of Directors shall be provided.

In addition to the foregoing, CNPOA shall have the right whenever there shall have been built on any lot in the subdivision any structure or condition which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove same at expense of Owner, if after thirty (30) days written notice of such violation it shall not have been corrected by Owner. Any such entry and abatement or removal shall not be deemed a trespass.

The failure to enforce any right, reservation, restriction or condition contained in the Restrictions and Protective Covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

In the event a violation or breach of any of these restrictions by any Property Owner, agent, or agent of such Owner, the Owners of lots in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed with litigation and shall be expected to do so to compel a compliance with the terms hereof or to prevent the violation or breach in any event.

Failure by the CNPOA or any Owner to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Invalidation by any court of any restriction in these Restrictions and Protective Covenants shall in no way affect any of the other restrictions; but they shall remain in full force and effect.

31. <u>Voting Members</u> – Voting membership shall be appurtenant to lots or condominium units. Each Owner shall have one vote regardless of the number of lots or condominium units owned by such Owner, the number of persons who have an ownership interest in such lots or condominium units, or the manner in which title is held by them. If an Owner owns more than one lot or condominium unit in any form of joint ownership, each co-owner may be a voting member by designating one as the voting member for Lot A, another as the voting member for Lot B, and so on as long as one person has no more than one voting membership.

The preceding paragraph is not applicable to amendments to the Restrictions and Protective Covenants of The Village of Cobbly Nob.

32. <u>Miscellaneous</u> - Cobbly Nob Property Owners Association, Inc. reserves unto itself, its successors and assigns, a perpetual, inalienable, and releasable easement over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities, and may further cut drain ways for surface water wherever and whenever such action may appear to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of the soil or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. CNPOA further reserves the right to locate equipment for furnishings or utilities on any land retained by developer. Such rights may be exercised by a licensee of Cobbly Nob Property Owners Association, Inc. but this reservation shall not be considered an obligation to provide or maintain any such utility or service. Cobbly Nob Property Owners Association, Inc. guarantees that in exercising the rights of this easement no water, sewer or power lines shall be located in an area more than ten (10) feet from the property line except to service the premises.

These Restrictions and Covenants are imposed in order to pr4eserve the natural beauty of our mountains and to promote construction of a mountain village which will complement the ecology and create perpetual protection for the Property Owners.

Cobbly Nob Property Owners Association, Inc.

Retyped from original document for readability, July 2018. Original document available upon request.

These restrictions and covenants are imposed in order to pre-
serve the natural beauty of our mountains and to promote construc-
tion of a mountain village which will complement the ecology and
create perpetual protection for the Property Owners.
COBBLY NOB PROPERTY OWNERS ASSOCIATION, INC.
COBBET NOS PROFERTI ORRERS ASSOCIATION, INC.
By Roman B Bally President
Romaine B. Gallo
Romarne B. Garro
STATE OF TENNESSEE
COUNTY OF SEVIER
Before me, Jane J. Dean, a Notary Public in and for the State and
County aforesaid, personally appeared Romaine B. Gallo, with whom I
am personally acquainted, and who, upon oath, acknowledged himself
to be the President of the Cobbly Nob Property Owners Association,
Inc., the within named bargainer. a corporation, and that he as such
President being authorized so to do, 'executed the foregoing instru-
ment for the purpose therein contained, by signing the name of the
corporation by himself as President
corporation by mineering president. S. DEAN
WITNESS my hand and seal, at office in Batlinburg this 25 day of
April, 1996.
Aprill, 1990.
BK M273 PG 12 Jane J. Dean, Notary Public
My Commission Expires 12-29-97