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PUBLIC SERVICE
COMMISSION

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January 8, 2014

Jeffrey DeRouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40601

RE: An Investigation of the Proposed Abandonment by AmeriGas Partners, L.P. and AmeriGas Propane, L.P. of Utility Service by Bright's Propane Service, Inc., in Old Bridge Subdivision, Boyle County, Kentucky
Case No. 2013-00332

Dear Mr. DeRouen:

During the November 14, 2013 informal conference in this case, AmeriGas committed to provide written responses to questions posed by Commission Staff and letters from residents of the Old Bridge neighborhood. This letter and its attachments are the promised response.

Customer Comments and AmeriGas's Responses

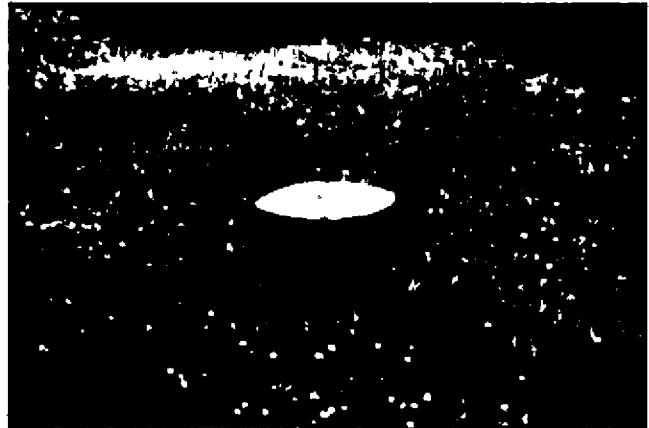
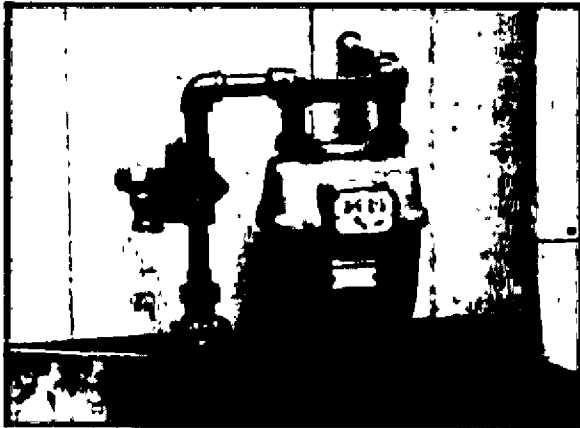
In the following text, customer comments are italicized and AmeriGas's responses are in regular font.

Tap fees for the current service have already been paid and customers should not have to bare additional costs for replacement of the current distribution system with individual propane tanks.

Customers will not have to bear additional costs for replacement of the current system with individual tanks. AmeriGas has offered to provide, install, and bury individual tanks at no cost to the customers.

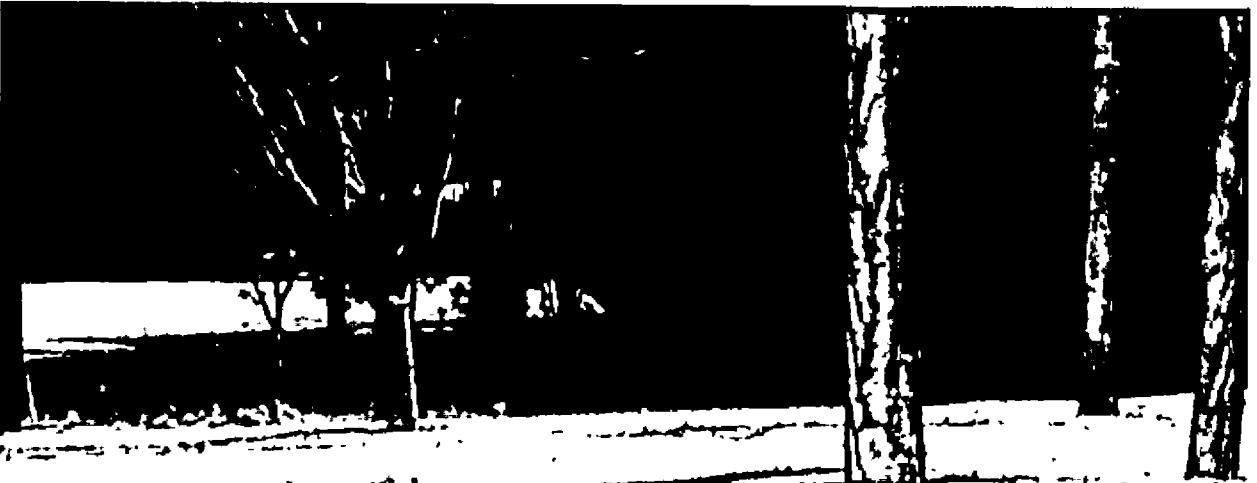
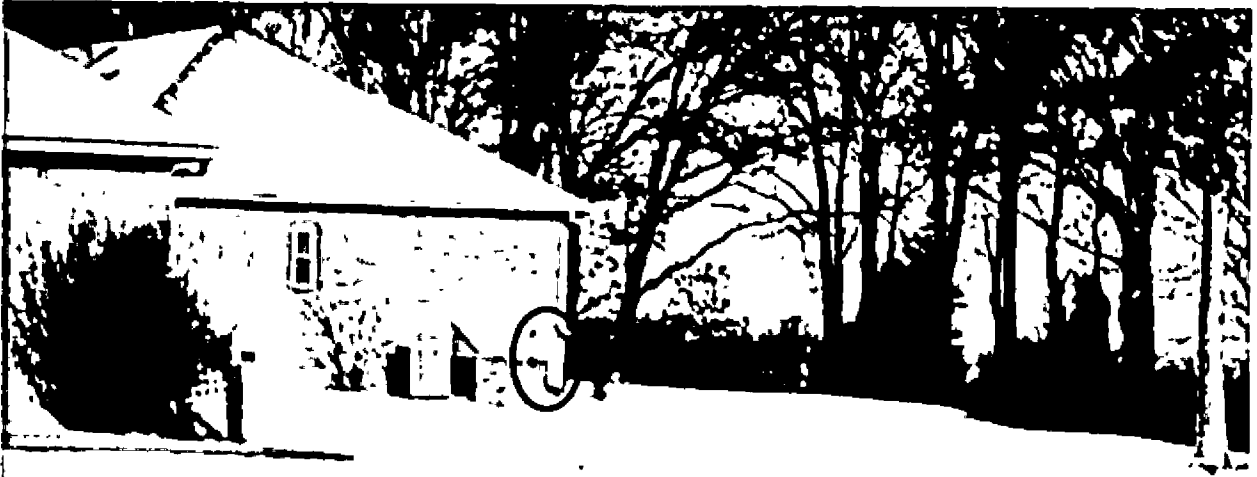
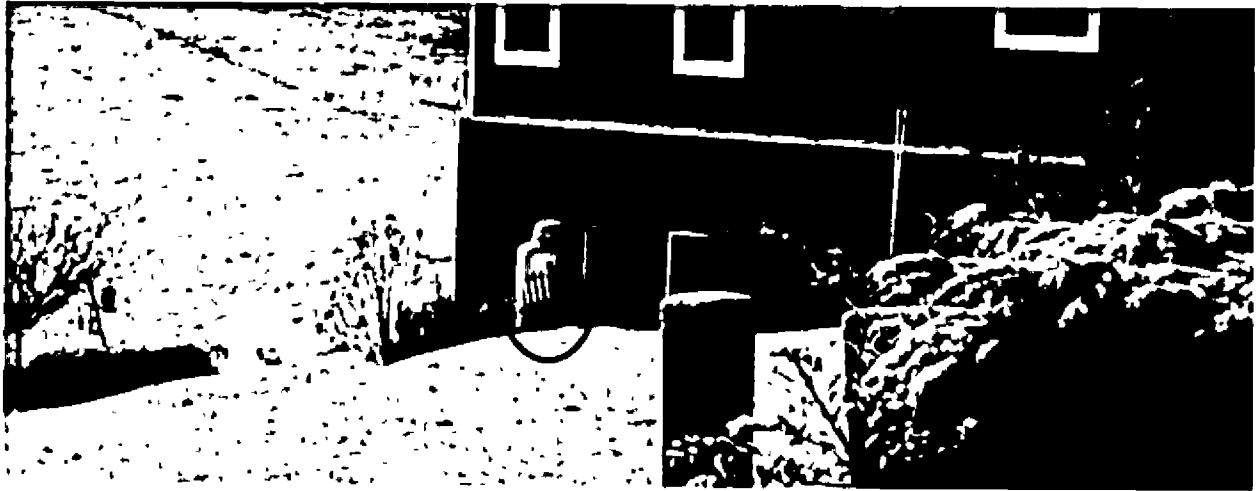
Individual propane tanks will negatively impact the aesthetic appeal of Old Bridge.

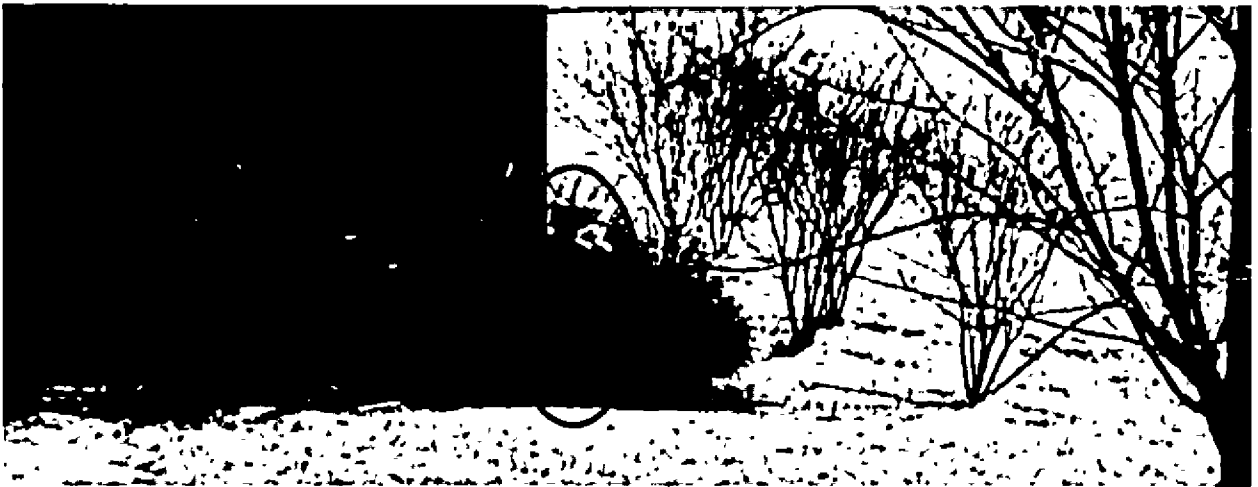
AmeriGas has offered to bury individual propane tanks at no cost to the customer. The propane tank standpipe that remains above ground for service is no more obtrusive than current propane metering equipment. The photo on the left below is illustrative of the existing propane meters in the Old Bridge neighborhood; the photo on the right is illustrative of an underground tank's standpipe after installation is complete:



Furthermore, there are a number of residences in the Old Bridge neighborhood with above-ground propane tanks clearly visible from Old Bridge roads. Counsel took the following photos during a brief drive through the Old Bridge subdivision on January 6, 2014 (all photos of tanks taken from road; tanks have been circled for clarity):

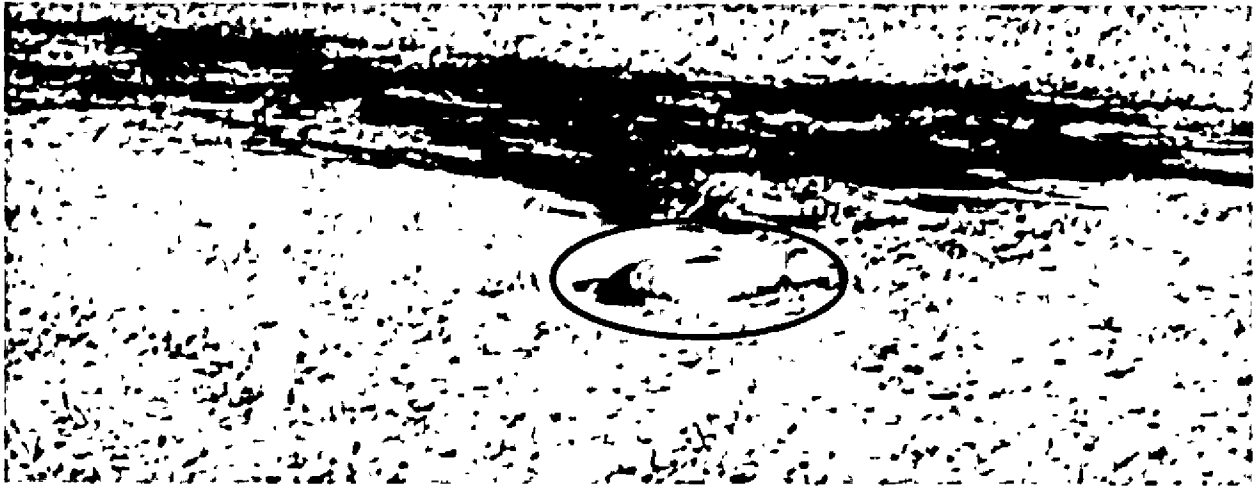




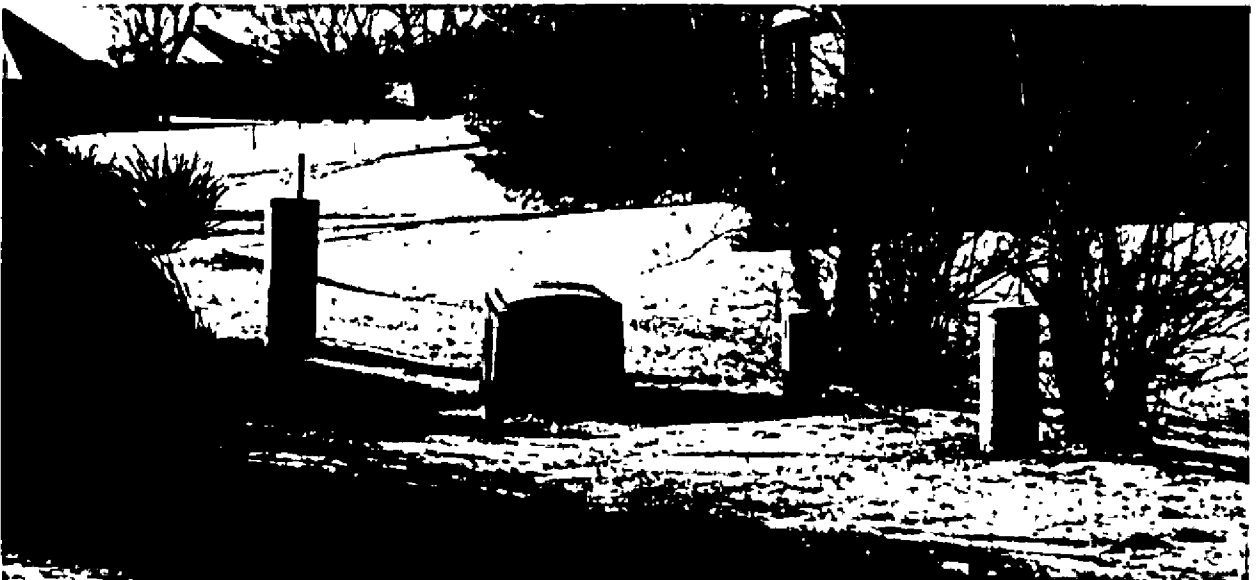


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Page 5

In addition to the above-ground tanks in the Old Bridge neighborhood, counsel observed from the road the following underground tank standpipe in a resident's front yard:



Counsel further observed a number of above-ground utility structures from the road, including the following:





Also within plain sight from the road is the existing main supply tank for Bright's service to its utility customers:



The photo below shows the tank's appearance closer to the fence surrounding it:



AmeriGas does not intend to suggest that Old Bridge is nothing but above-ground tanks and utility structures; rather, as a number of the Old Bridge residents have stated in their letters to the Commission, Old Bridge is a beautiful golf-course community. But like all modern neighborhoods, Old Bridge does indeed contain numerous above-ground utility structures, and it does indeed contain a number of above-ground propane tanks easily visible from the road.

(This space is intentionally blank.)

Moreover, nearly all of the homes in Old Bridge contain exterior cooling or heating devices, e.g., air-conditioner compressors or heat pumps. The Old Bridge house below, which takes utility service from Bright's customer (as evidenced by the propane meter near the front of the house), is typical:



Therefore, it is inaccurate to assert that AmeriGas's proposal to replace Bright's existing utility service with bottled-gas service using underground tanks—provided and installed free of charge—would diminish the neighborhood's aesthetic appeal.

Applicable deed restrictions prohibit underground and above-ground fuel tanks.

Research at the County Clerk's Office in Boyle County revealed deeds of restrictions for five sections of Old Bridge. (The Old Bridge deeds of restrictions are attached as Attachment 1.) The located deed of restrictions for Section 1 includes the following relevant restriction: "All utilities to homes in Old Bridge, Section 1, shall be underground from the property line to the house." Deeds of restriction for sections 2, 3, 4, and 5 contain the same provision.

This provision does not prevent AmeriGas from replacing the current distribution system with individual propane tanks. AmeriGas has offered to bury individual propane tanks at no cost to the customer; each customer's propane service would, therefore, be underground. Moreover, individual propane tanks are not utilities or utility facilities under KRS Chapter 278, and are therefore not subject to the requirement that utilities must be underground.

The provision cited in public comments purporting to prohibit above-ground or underground fuel tanks in Section 5 is in fact included in the Section 5 deed of restrictions on record at the County Clerk's Office: "There shall be no above ground or underground fuel tanks allowed in Section 5." But such a provision is not included in the recorded deeds of restrictions for Sections 1, 2, 3, and 4.

Although it appears that the current deed restrictions in Section 5 only would prohibit installing above-ground or underground fuel tanks, the tract owners of Old Bridge are not legally bound to comply with these restrictions in perpetuity; they can change them at any time, as can the tract owners of the other Old Bridge sections. The deed of restrictions for each section provides that restrictions may be amended at any time upon the execution and recordation of any instrument executed by owners of not less than two-thirds of the platted lots in each section. Therefore, the tract owners of Section 5 have the ability to remove or amend the cited provision and allow AmeriGas to provide and install individual tanks at no cost to the owners.

Finally, as noted above, there are currently a number of easily observable above-ground propane tanks in Old Bridge. Whatever restrictions the neighborhood association purports to have put in place, it is clear that they are not being enforced.

There are septic lines and other underground utilities that may impact the possibility of placing individual underground tanks.

AmeriGas will ensure that underground tanks are properly buried and have no adverse impact on existing septic lines and underground utilities. Tanks can be placed along existing gas distribution lines where no septic lines or underground facilities should be located. AmeriGas is not aware of any properties in Old Bridge on which an underground tank could not be located due to physical limitations; however, AmeriGas is not privy to the placement of the septic lines on any property in Old Bridge. That notwithstanding, many of AmeriGas's bottled gas customers have underground tanks and septic systems; the two can easily coexist. Moreover, as shown in one of the above photographs, at least one Old Bridge resident already has an underground propane tank, which presumably does not interfere with the resident's septic system.

Environmental studies are required prior to burying underground propane tanks.

No environmental studies or permits are required prior to burying underground propane tanks, no matter how many tanks a company is installing in the same neighborhood.

Customers purchased homes based on assurance of underground utilities and invested in gas furnaces and appliances on assumption that gas service would continue.

Propane service will continue; it will be bottled service rather than the current utility service. AmeriGas has offered to bury individual propane tanks at no cost to the customer. Gas delivery trucks are readily available and are currently serving the neighborhood to provide gas to customers with existing above and belowground propane tanks. AmeriGas and other bottled gas companies in the area stand ready to meet these customers' propane needs; indeed, at least one other AmeriGas affiliate and one other non-AmeriGas-affiliated propane company are already providing bottled-gas service to customers in Old Bridge.

Also, the Commission has previously cited the availability of bottled-gas service in approving an application to abandon service: "Liquid petroleum (bottled) gas is available in the Price area, and natural gas appliances can readily be converted for the use of bottled gas."¹ In Old Bridge, bottled-gas service is already being provided and none of the affected customers will need to convert their appliances, which already run on propane.

Mature vegetation and landscaping will be negatively impacted by the placement of individual tanks.

Individual tanks can be placed anywhere along the existing gas lines, providing ample opportunity to place tanks, likely with little or no adverse impact to existing vegetation and landscaping. AmeriGas will make reasonable efforts to work with converting customers to minimize impacts to existing vegetation.

AmeriGas will raise prices unless regulated by the Commission.

AmeriGas has offered price assurances for the first two years of service. Furthermore, the existing propane market will ensure reasonable prices. Customers will have the opportunity to seek gas service from multiple providers, some of which are currently serving customers in Old Bridge. The availability of multiple bottled gas suppliers allows competition to keep prices reasonable.

Individual tanks pose a greater safety risk than a centralized distribution system.

Both systems are safe when properly installed and maintained. AmeriGas has vast experience in bottled gas services and will ensure that individual propane tanks are safely installed.

Commission Staff's Questions and AmeriGas's Responses

In the following text, Commission Staff's questions are italicized and AmeriGas's responses are in regular font.

How deep underground does AmeriGas bury its tanks?

AmeriGas buries its tanks about a foot underground (8-12 inches).

¹ *In the Matter of: the Application of Paige Gas Company for Authority to Abandon Service*, Case No. 8857, Order at 3 (Aug. 18, 1983).

How much standpipe is left showing after a tank is buried?

About 10-18 inches of standpipe typically shows above ground; sometimes less shows (see the above photo of the Old Bridge resident's existing underground propane tank's standpipe). The standpipe is typically about 18-24 inches in diameter, and is usually green to blend in with surrounding grass or other vegetation.

Have any of Bright's pipeline customers switched to bottled-gas service from Bright's, an affiliate, or a competitor?

Although that may have occurred, AmeriGas is not aware of it.

Is Bright's billing its tariffed rate to its customers?

Yes, Bright's is billing what the Commission approves each quarter.

How is meter-reading done for Bright's pipeline customers?

Some customers have asserted in their comments in this proceeding that Bright's does not read meters, but rather that the customers call in their own readings. It is true that some customers call in their own readings, but Bright's does not rely on customer readings; instead, Bright's ensures billing accuracy by sending a meter-reader to each customer's premises each month.

What is Bright's cost of propane per gallon?

For December 2013, Bright's cost of propane delivered to its distribution center was \$1.37 per gallon.

How often does Bright's cost of propane change?

Bright's cost of propane changes monthly.

What is a recent range of Bright's propane costs?

Bright's cost of propane has ranged from as little as \$1.00 per gallon in August 2013 to as much as nearly \$2.00 per gallon two years ago. \$1.37 per gallon is about what the winter pricing should be for winter of 2013-14 (barring a major shift in oil prices). Please note that AmeriGas does not produce its own gas; rather, it buys from the market and passes its purchase costs on to Bright's and other affiliates.

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How many bottled-gas providers are operating in Old Bridge today?

Bright's and at least two other bottled-gas providers, Southern States and Empire, currently operate in Old Bridge. Empire is an AmeriGas affiliate, but Southern States is not. There may be other propane providers operating in Old Bridge, but AmeriGas is unaware of them.

Where is the current supply tank for Old Bridge?

The current main supply tank for Old Bridge is on a vacant lot in the subdivision; photos of the tank are above. A chain-link fence topped with barbed wire and some trees currently surround the tank.

In addition, Bright's uses two underground storage tanks to serve a small number of customers in Old Bridge.

What will AmeriGas do with the supply tank if they abandon the system?

AmeriGas will remove the above-ground supply tank and make safe the underground tanks to remain in place if the Commission approves AmeriGas's abandonment application.

Is Bright's any closer to finding a buyer for the system?

AmeriGas recently began discussions with a party potentially interested in acquiring and operating the Old Bridge system. AmeriGas will apprise the Commission Staff of the discussions' status as significant developments occur. AmeriGas respectfully asks the Commission not to issue a final order in this proceeding until AmeriGas can determine whether the transfer under consideration is likely to succeed. AmeriGas proposes to update the Commission Staff in writing concerning the status of the discussions by the 15th of each month beginning in February 2014.

If the Commission Staff has any further questions, please do not hesitate to contact me.

Sincerely,



W. Duncan Crosby III

WDC:ec

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JAN - 9 2014

PUBLIC SERVICE COMMISSION

STATE OF KENTUCKY, SCT
 COUNTY OF BOYLE, SCT
 I, Denise B. Cursinger, Clerk of Boyle County,
 do certify that the foregoing instrument of writing was
 this day filed for record in my office, and which with
 the foregoing and this certificate has been duly recorded
 in my said office.
 Given under my hand this 3 day of June, 2005
 Denise B. Cursinger, Clerk
 By: Michelle D. Cursinger D.C.

DEED OF RESTRICTIONS
 OLD BRIDGE, INC.
 Section 5

TO THE PUBLIC:

The undersigned, OLD BRIDGE, INC., Kentucky corporation with offices located at 1 Old Bridge Road, Danville, Kentucky, as owner of all tracts in OLD BRIDGE, Section 5, except for Lots 4, 5, 7, and 25 do hereby certify that a plat of said lots was filed and recorded in Plat File No. 1462B, in the Office of the Clerk of the Boyle County Court and that all lots sold thereon shall be sold and conveyed subject to the following restrictions and conditions:

1. Tracts or Lots numbered 1-28 shall be used for single-family residential purposes.
2. Front yard set back shall conform to set backs shown on said plats.
3. Right is reserved by the creators of these restrictions or their assigns to cut grass and weeds on all unimproved lots.
4. All two-story, above the ground dwellings or story-and-one-half, above ground dwellings shall have a minimum of 1,500 square feet of living area on the ground level with a minimum total square footage of 2,400 square feet of living area, excluding carport garage, or basement All other dwellings must have a minimum of 2,400 square feet of living space, excluding carport garage, or basement on the ground level.
5. No block foundation or wall may be left visible or exposed, and must be covered with Brick or Stone, driveways must be paved with a hard surface of asphalt, concrete, or brick, by date of occupancy.
6. 50% of the total exterior walls must be of a masonry finish, brick, stone, or stucco & 75% of the front facing wall shall be of stone, brick, or stucco.
7. All roofs must have a dimensional asphalt shingles. No metal roofing allowed.

8. Front loading garages will be discouraged during plan approval. 571

9. There shall be no above ground or underground fuel tanks allowed in Section 5.

10. No trailer, mobile home, tent, shack, or outbuilding shall be placed, erected, or used, at any time for a residence, either temporarily or permanently.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other refuse, and shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. No privy or outside toilet facility shall be constructed or maintained on any of said lots. Septic tanks sewage disposal systems, and drinking water facilities shall conform to all requirements, rules and regulations established by the Kentucky and Boyle County health authorities.

13. There shall be no carports allowed in the subdivision.

14. No noxious or offensive trade shall be carried on upon a lot, nor shall anything be done thereon which may be or become as an annoyance or nuisance to the neighborhood. No livestock, swine, poultry, sheep, pigeons, or other such farm animals or fowls shall at any time be permitted to be kept in said subdivision. Dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes.

15. No fence may be erected, constructed, or maintained in OLD BRIDGE, Section 5, extending four feet in height except that a fence exceeding four feet in height may be erected around a standard size tennis court, a patio not to exceed 400 square feet or a swimming pool, placed underground, of materials and designed approved pursuant to Paragraph numbered 17 below. The aforementioned swimming pool or tennis court must be approved pursuant to Paragraph numbered 17 below.

16. No unlicensed motor vehicles, junk vehicles may be kept stored,

or maintained in OLD BRIDGE, Section 5, Boats, RVs, Campers, Trailers, or Commercial Trucks may only be kept garaged, in OLD BRIDGE, Section 5.

17. No structure addition or alteration of any type, including a fence, mailbox, satellite dish, antenna, deck, porch, or patio shall be erected, altered, moved onto, or placed on OLD BRIDGE, Section 5 until the type of material, design, plans, and specifications have been approved in writing by OLD BRIDGE INC. or its successors and assigns in title or designees. OLD BRIDGE INC. reserves the right to require the submission of any and all plans, that in its sole discretion it deems necessary for consideration for plan approval, included but not limited to, plans drawn to scale, floor plans, side, rear, front elevations and plot plans including grade elevations OLD BRIDGE INC., reserves the right to refuse to approve plans for purely aesthetic considerations which are in the sole discretion of the company.

18. The above-stated restrictions and covenants shall run with the land be binding on all the owners of lots in OLD BRIDGE, Section 5 for a period of twenty (20) years from the date of this instrument at the expiration of which time, they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then tract owners in OLD BRIDGE, Section 5 it is agreed to change the covenants in whole or in part.

19. Any tract owner may enforce these restrictions and covenants aforesaid by appropriate legal procedure. Invalidation of any one or more of these covenants or restrictions by court judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect

20. Owner (developer) reserves the right to change or modify any provision hereof by recordation of an amendment signed by the developer. Such modification may apply to only one or more lots or may apply to the entire section of lots covered by these restrictions. If such modification affects a limited number of lots, then such modification shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in this section, and

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the same shall remain fully enforceable as to all other lots located in this section. Owner (developer) reserves the right to add additional restrictions in the conveyance of title to any lot or lots in this section. In addition, any provision hereof may be amended at any time and from time to time upon the execution and recordation of any instrument executed by Owners of not less than two-thirds (2/3) of the platted lots in this section, provided, however, that so long as Owner (developer) is the owner of any lot, no amendment will be effective without owners (developer) express written consent

21. All utilities to homes in OLD BRIDGE, Section 5 shall be underground from the property line to the house.

IN TESTIMONY WHEREOF, OLD BRIDGE, INC., by and through its secretary, has hereunto set its hand on this date first above written, pursuant to authority granted by its Board of Directors.

OLD BRIDGE, INC.

BY: Thomas Hensley Sec
THOMAS HENSLEY, Secretary

STATE OF KENTUCKY)
)SCT:
COUNTY OF BOYLE

The undersigned notary public hereby certifies that the foregoing DEED OF RESTRICTIONS was produced and acknowledged before me by J. THOMAS HENSLEY as Secretary of OLD BRIDGE, INC., known to me to be his voluntary act and deed.

WITNESS my hand and seal of office this the 3rd day of June, 2005.

Ben G. Dardick
NOTARY PUBLIC, STATE AT LARGE, KY

PREPARED BY: Thomas Hensley
HENSLEY AND SMITH
ATTORNEYS AT LAW
219 South Fourth Street
Danville, Kentucky 40422

My Commission expires: 11-6-07

FILED
D.B. 4/26
JUN - 3 2 3 45
BEN'S & COURT SINGER
BOYLE CO. CLERK
56595

DEED OF RESTRICTIONS
OLD BRIDGE, SECTION 1
LOTS 1-116

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JAN 09 2014

PUBLIC SERVICE
COMMISSION

TO THE PUBLIC:

WE, the undersigned, LES LETTON, President, and J.T. FREEMAN, Secretary, of OLD BRIDGE, INC., a Kentucky Corporation with its principal office in Danville, Boyle County, Kentucky, as owners of OLD BRIDGE, SECTION 1, in Boyle County, Kentucky, do hereby certify that a plat was filed for record in Plat File No. ~~346A~~^{325B} on the 17 day of November 1988, in the Office of the Clerk of the Boyle County Court and lots on this plat sold thereon shall be sold and conveyed subject to the following restrictions and conditions. Nothing contained herein shall be construed to bind any real property adjacent to this tract owned by Grantors herein.

1. No tract shall be used except for single-family residential purposes.
2. Front yard set back shall conform to set backs shown on said plats.
3. Right is reserved by the creators of these restrictions or their assigns to cut grass and weeds on all unimproved lots.
4. All two-story, above the ground dwellings or story-and-one-half, above ground dwellings shall have a minimum of 1,200 square feet of living area on the ground level with a minimum total square footage of 1,800 square feet of living area, excluding carport, garage, or basement. All other dwellings must have a minimum of 1,800 square feet of living space, excluding carport, garage, or basement, on the ground level.
5. No block foundation or wall may be left visible or exposed and driveways must be paved with a hard surface of asphalt, concrete, or brick.
6. No trailer, mobile home, tent, shack, or outbuilding

shall be placed, erected, or used, at any time for a residence, either temporarily or permanently.

7. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other refuse, and shall not be kept except in sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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8. No privy or outside toilet facility shall be constructed or maintained on any of said lots. Septic tanks, sewage disposal systems, and drinking water facilities shall conform to all requirements, rules and regulations established by the Kentucky and Boyle County health authorities.

9. There shall be no carports allowed in the subdivision.

10. No noxious or offensive trade shall be carried on upon a lot, nor shall anything be done thereon which may be or become as an annoyance or nuisance to the neighborhood. No livestock, swine, poultry, sheep, pigeons, or other such farm animals or fowls shall at any time be permitted to be kept in said subdivision. Dogs, cats, and other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes.

11. No fence may be erected, constructed, or maintained in OLD BRIDGE, SECTION 1, exceeding four feet in height, except that a fence exceeding four feet in height may be erected around a standard size tennis court, a patio not to exceed 400 square feet, or a swimming pool, placed underground, of materials and design approved pursuant to Paragraph numbered 14 below. The aforementioned swimming pool or tennis court must also be approved pursuant to Paragraph numbered 13 below.

12. No unlicensed motor vehicles, or junk vehicles may be kept, stored, or maintained in OLD BRIDGE, SECTION 1. Boats, RVs, Campers, Trailers, or Commercial Trucks may only be kept,

garaged, in OLD BRIDGE, SECTION 1.

13. No structure addition or alteration of any type, including a fence of any height, mailbox, satellite dish, antenna, deck, porch, or patio shall be erected, altered, moved onto, or placed on OLD BRIDGE, SECTION 1, until the type of material, design, plans, and specifications have been approved in writing by OLD BRIDGE, INC., or its successors and assigns in title or designees. OLD BRIDGE, INC., reserves the right to require the submission of any and all plans, that in its sole discretion it deems necessary for consideration for plan approval, included but not limited to, plans drawn to scale, floor plans, side, rear, front elevations and plot plans including grade elevations. OLD BRIDGE, INC., reserves the right to refuse to approve plans for purely aesthetic considerations which are in the sole discretion of the company.

14. The above-stated restrictions and covenants shall run with the land and be binding on all the owners of lots in OLD BRIDGE, SECTION 1, for a period of twenty (20) years from the date of this instrument, at the expiration of which time, they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then tract owners in OLD BRIDGE, SECTION 1, it is agreed to change the covenants in whole or in part.

15. Any tract owner may enforce these restrictions and covenants aforesaid by appropriate legal procedure. Invalidation of any one or more of these covenants or restrictions by court judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

16. Owner (developer) reserves the right to change or modify any provision hereof by recordation of an amendment signed by the developer. Such modification may apply to only one or more lots or may apply to the entire section of lots

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covered by these restrictions. If such modification affects a limited number of lots, then such modification shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in this section, and the same shall remain fully enforceable as to all other lots located in this section. Owner (developer) reserves the right to add additional restrictions in the conveyance of title to any lot or lots in this section. In addition, any provision hereof may be amended at any time and from time to time upon the execution and recordation of any instrument executed by Owners of not less than two-thirds (2/3) of the platted lots in this section, provided, however, that so long as Owner (developer) is the owner of any lot, no amendment will be effective without owners (developer) express written consent.

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17. All utilities to homes in OLD BRIDGE, SECTION 1, shall be underground from the property line to the house.

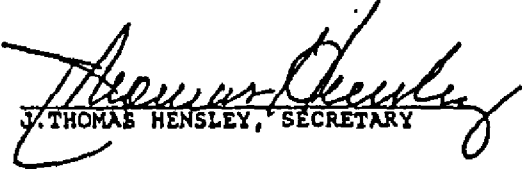
IN TESTIMONY WHEREOF, witness the signatures of LES LETTON, President, and J.T. FREEMAN, Secretary, of OLD BRIDGE, INC., which is the owner of all property in OLD BRIDGE, SECTION 1, this the 7 day of December, 1988.

OLD BRIDGE, INC.

BY:


JACK M. SMITH, JR., PRESIDENT

ATTEST:


J. THOMAS HENSLEY, SECRETARY

STATE OF KENTUCKY)
COUNTY OF BOYLE) SCT:

The undersigned notary public hereby certifies that the foregoing DEED OF RESTRICTIONS was produced and acknowledged before me by JACK M. SMITH, JR., President, and J. THOMAS HENSLEY, Secretary, of OLD BRIDGE, INC., both personally known

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to me to be their voluntary act and deed and the voluntary act
and deed of said Corporation.

WITNESS my hand and seal of office this the 9th day of
December 1988.

Carl Robert Hume
NOTARY PUBLIC, STATE AT LARGE, KY
MY COMMISSION EXPIRES 5/31/92

PREPARED BY:

D. H. Smith
HENSFLEY AND SMITH
ATTORNEYS AT LAW
219 SOUTH FOURTH STREET
DANVILLE, KENTUCKY 40422
(606) 236-5113

STATE OF KENTUCKY
COUNTY OF BOYLE, KY:
I, John A. Hume, Clerk of the Boyle County
Court, do hereby certify that the foregoing instrument of
writing was this day filed for record in my office,
and upon such filing the recording and the certificate
was then duly returned to me and filed.
Given under my hand and seal of office this
9th day of December, 1988.
John A. Hume, Clerk

FILED
8 DEC 8 PM 1 44
JOHN A. HUME
BOYLE CO. CLERK

RECEIVED

JAN -9 2014

PUBLIC SERVICE
COMMISSION

DEED OF RESTRICTIONS
OLD BRIDGE, SECTION 2
LOTS 52 - 62
108 - 116

TO THE PUBLIC:

WE, the undersigned, JACK M. SMITH, JR., VICE-PRESIDENT and J. THOMAS HENSLEY, Secretary, of OLD BRIDGE, INC., a Kentucky Corporation with its principal office in Danville, Boyle County, Kentucky, as owners of OLD BRIDGE, SECTION 2, in Boyle County, Kentucky, do hereby certify that a plat was filed for record in Plat File No. 332 B and 357 A, in the office of the Clerk of the Boyle County Court and lots on this plat sold thereon shall be sold and conveyed subject to the following restrictions and conditions. Nothing contained herein shall be construed to bind any real property adjacent to this tract owned by Grantors herein.

1. No tract shall be used except for single-family residential purposes.

2. Front yard set back shall conform to set backs shown on said plats.

3. Right is reserved by the creators of these restrictions or their assigns to cut grass and weeds on all unimproved lots.

4. All two-story, above the ground dwellings or story-and-one-half, above ground dwellings shall have a minimum of 1,200 square feet of living area on the ground level with a minimum total square footage of 1,800 square feet of living area, excluding carport, garage, or basement. All other dwellings must have a minimum of 1,800 square feet of living space, excluding carport, garage, or basement, on the ground level.

5. No block foundation or wall may be left visible or exposed and driveways must be paved with a hard surface of asphalt, concrete, or brick.

6. No trailer, mobile home, tent, shack, or outbuilding

shall be placed, erected, or used, at any time for a residence, either temporarily or permanently. 45

7. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other refuse, and shall not be kept except in sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. No privy or outside toilet facility shall be construed or maintained on any of said lots. Septic tanks, sewage disposal systems, and drinking water facilities shall conform to all requirements, rules and regulations established by the Kentucky and Boyle County health authorities.

9. There shall be no carports allowed in the subdivision.

10. No noxious or offensive trade shall be carried on upon a lot, nor shall anything be done thereon which may be or become as an annoyance or nuisance to the neighborhood. No livestock, swine, poultry, sheep, pigeons, or other such farm animals or fowls shall at any time be permitted to be kept in said subdivision. Dogs, cats, and other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes.

11. No fence may be erected, constructed, or maintained in OLD BRIDGE, SECTION 2, exceeding four feet in height, except that a fence exceeding four feet in height may be erected around a standard size tennis court, a patio not to exceed 400 square feet, or a swimming pool, placed underground, of materials and design approved pursuant to Paragraph numbered 14 below. The aforementioned swimming pool or tennis court must also be approved pursuant to Paragraph numbered 13 below.

12. No unlicensed motor vehicles, or junk vehicles may be kept, stored, or maintained in OLD BRIDGE, SECTION 2. Boats, RVs, Campers, Trailers, or Commercial Trucks may only be kept, garaged, in OLD BRIDGE, SECTION 2.

13. No structure addition or alteration of any type, including a fence of any height, mailbox, satellite dish, antenna, deck, porch, or patio shall be erected, altered, moved onto, or placed on OLD BRIDGE, SECTION 2, until the type of material, design, plans, and specifications have been approved in writing by OLD BRIDGE, INC., or its successors and assigns in title or designees. OLD BRIDGE, INC., reserves the right to require the submission of any and all plans, that in its sole discretion it deems necessary for consideration for plan approval, included but not limited to, plans drawn to scale, floor plans, side, rear, front elevations and plot plans including grade elevations. OLD BRIDGE, INC., reserves the right to refuse to approve plans for purely aesthetic considerations which are in the sole discretion of the company.

14. The above-stated restrictions and covenants shall run with the land and be binding on all the owners of lots in OLD BRIDGE, SECTION 2, for a period of twenty (20) years from the date of this instrument, at the expiration of which time, they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then tract owners in OLD BRIDGE, SECTION 2, it is agreed to change the covenants in whole or in part.

15. Any tract owner may enforce these restrictions and covenants aforesaid by appropriate legal procedure. Invalidation of any one or more of these covenants or restrictions by court judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

16. Owner (developer) reserves the right to change or modify any provision hereof by recordation of an amendment signed by the developer. Such modification may apply to only one or more lots or may apply to the entire section of lots

covered by these restrictions. If such modification affects a limited number of lots, then such modification shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in this section, and the same shall remain fully enforceable as to all other lots located in this section. Owner (developer) reserves the right to add additional restrictions in the conveyance of title to any lot or lots in this section. In addition, any provision hereof may be amended at any time and from time to time upon the execution and recordation of any instrument executed by Owners of not less than two-thirds (2/3) of the platted lots in this section, provided, however, that so long as Owner (developer) is the owner of any lot, no amendment will be effective without owners (developer) express written consent.

17. All utilities to homes in OLD BRIDGE, SECTION 2, shall be underground from the property line to the house.

IN TESTIMONY WHEREOF, witness the signatures of JACK M. SMITH, JR., Vice-President, and J. THOMAS HENSLEY, Secretary, of OLD BRIDGE, INC., which is the owner of all property in OLD BRIDGE, SECTION 2, this the 27 day of July, 1989.

OLD BRIDGE, INC.

BY: [Signature]
JACK M. SMITH, JR., VICE-PRESIDENT

ATTEST: [Signature]
J. THOMAS HENSLEY, SECRETARY

FILED
JUL 29 PM 3 12
BOYLE

STATE OF KENTUCKY)
COUNTY OF BOYLE)SCT:

The undersigned notary public hereby certifies that the foregoing DEED OF RESTRICTIONS was produced and acknowledged before me by JACK M. SMITH, JR., Vice-President, and J. THOMAS HENSLEY, Secretary, of OLD BRIDGE, INC., both personally known to me to be their voluntary act and deed and the voluntary act and deed of said Corporation.

WITNESS my hand and seal of office this the 27 day of July, 1989.

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires 5/31/92

PREPARED BY: [Signature]
HENSLEY AND SMITH
ATTORNEYS AT LAW
219 South Fourth Street
Danville, Kentucky 40422

STATE OF KENTUCKY
COUNTY OF BOYLE, SCT.
I, John B. Nichols, Clerk of the Boyle County Court, do hereby certify that the foregoing instrument of writing was this day filed for record in my office, and which with the foregoing and this certificate has been duly recorded in my said office.
Given under my hand this 27 day of July, 1989.
John B. Nichols, Clerk

RECEIVED

JAN - 9 2014

PUBLIC SERVICE
COMMISSION

RE 2 / PG 297

DEED OF RESTRICTIONS
OLD BRIDGE SUBDIVISION
LOTS 1 - 18, SECTION 3

TO THE PUBLIC:

We, the undersigned Vice President and Secretary of OLD BRIDGE, INC., a Kentucky Corporation, with its principal office in Danville, Boyle County, Kentucky, as owners of OLD BRIDGE, SECTION 3, in Boyle County, Kentucky, do hereby certify that a plat was filed for record in Plat File No. 443B on the 24 day of May, 1992, in the Office of the Clerk of the Boyle County Court and lots on this plat sold thereon shall be sold and conveyed subject to the following restrictions and conditions. Nothing contained herein shall be construed to bind any real property adjacent to this tract owned by Grantor's herein. 302

1. No tract shall be used except for single-family residential purposes.
2. Front yard set back shall conform to set backs shown on said plat.
3. Right is reserved by the creators of these restrictions or their assigns to cut grass and weeds on unimproved lots.
4. All two-story, above the ground dwellings or story and one-half above ground dwellings shall have a minimum of 1,600 square feet of living area on the ground level with a minimum total square footage of 2,200 square feet of living area, excluding carport, garage, or basement. All other dwellings must have a minimum of 2,200 square feet of living space, excluding carport, garage, or basement, on the ground level.
5. No block foundation or wall may be left visible or exposed and driveways must be paved with a hard surface of asphalt, concrete, or brick.
6. No trailer, mobile home, tent, shack, or outbuilding shall be placed, erected, or used, at any time for a residence, either temporarily or permanently.
7. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other refuse, and shall not be kept except

in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. No privy or outside toilet facility shall be constructed or maintained on any of said lots. Septic tanks, sewage disposal systems, and drinking water facilities shall conform to all requirements, rules and regulations established by the Kentucky and Boyle County health authorities. 303

9. There shall be no carports allowed in the subdivision.

10. No noxious or offensive trade shall be carried on upon a lot, nor shall anything be done thereon which may be or become as an annoyance or nuisance to the neighborhood. No livestock, swine, poultry, sheep, pigeons, or other such farm animals or fowls shall at any time be permitted to be kept in said subdivision. Dogs, cats, and other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes.

11. No fence may be erected, constructed, or maintained in OLD BRIDGE, SECTION 3, extending four feet high in height, except that a fence exceeding four feet in height may be erected around a standard size tennis court, a patio not to exceed 400 square feet, or a swimming pool, placed underground, of materials and design approved pursuant to Paragraph 14 below. The aforementioned swimming pool or tennis court must also be approved pursuant to Paragraph numbered 13 below.

12. No unlicensed motor vehicles, or junk vehicles may be kept, stored, or maintained in OLD BRIDGE, SECTION 3. Boats, RV's, Campers, Trailers, or Commercial Trucks may only be kept, garaged, in OLD BRIDGE, SECTION 3.

13. No structure addition or alteration of any type, including a fence, mailbox, satellite dish, antenna, deck, porch, or patio, shall be erected, altered, moved onto, or placed on OLD BRIDGE, SECTION 3, until the type of material, design, plans, and specifications have been approved in writing by OLD BRIDGE, INC., or its successors and assigns or designees. OLD BRIDGE, INC., reserves the right to require the submission of any and all plans, that in its sole discretion it seems necessary for consideration for plan approval, included but not

limited to, plans drawn to scale, floor plans, side, rear, front elevations and plot plans including grade elevations. OLD BRIDGE, INC., reserves the right to refuse to approve plans for purely aesthetic considerations which are in the sole discretion of the company. 30

14. The above-stated restrictions and covenants shall run with the land be binding on all the owners of lots in OLD BRIDGE, SECTION 3, for a period of twenty (20) years from the date of this instrument, at the expiration of which time, they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then tract owners in OLD BRIDGE, SECTION 3, it is agreed to change the covenants in whole or in part.

15. Any tract owner may enforce these restrictions and covenants aforesaid by appropriate legal procedure. Invalidation of any one or more of these covenants or restrictions by court judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

16. Owner (developer) reserves the right to change or modify any provision hereof by recordation of any amendment signed by the developer. Such modification may apply to only one or more lots or may apply to the entire section of lots covered by these restrictions. If such modification effects a limited number of lots, then such modifications shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in this section, and the same shall remain fully enforceable as to all other lots located in this section. Owner (developer) reserves the right to add additional restrictions in the conveyance of title to any lot or lots in this section. In addition, any provision hereof may be amended at any time and from time to time upon the execution and recordation of any instrument executed by Owners of not less than two-thirds (2/3) of the platted lots in this section, provided, however, that so long as Owner (developer) is the owner of any lot, no amendment will be effective without Owners (developer) express written consent.

17. All utilities to homes in OLD BRIDGE, SECTION 3, shall be underground from the property line to the house.

IN TESTIMONY WHEREOF, the signature of Vice-President and Secretary, of OLD BRIDGE, INC., which is the owner of all property in OLD BRIDGE, SECTION 3, this the 18 day of December 1992.

OLD BRIDGE, INC.

304

BY: Bruce A. Brown
VICE-PRESIDENT

ATTEST: [Signature]
SECRETARY

STATE OF KENTUCKY)
COUNTY OF BOYLE)SCT:

The undersigned notary public hereby certifies that the foregoing DEED OF RESTRICTIONS was produced and acknowledged before me this date by Bruce Brown and Jackie T. Freeman, as duly authorized officers of OLD BRIDGE, INC., a Kentucky corporation, personally known to me to be their voluntary act and deed.

WITNESS my hand and seal of office this the 18th day of December, 1992.
My Commission expires: 5-27-96.

[Signature]
NOTARY PUBLIC

*Prepared by:
James Buckley
Attly at Law*

STATE OF KENTUCKY
COUNTY OF BOYLE, SCT:
I, John B. Nichols, Clerk of the Boyle County Court, do certify that the foregoing instrument of writing was this day filed for record in my office, and [Signature] regarding and this certificate has been filed in my said office.
Given at the City of Boyle, 1992.
John B. Nichols, Clerk
By [Signature] D.C.

FILED
Dec 28 2 53 PM '92
JOHN B. NICHOLS
BOYLE COUNTY CLERK

110

RE 2 / PG 308

RECEIVED

JAN - 9 2014

DEED OF RESTRICTIONS
OLD BRIDGE, INC.
SECTION 4

PUBLIC SERVICE
COMMISSION

TO THE PUBLIC:

The undersigned, OLD BRIDGE, INC., Kentucky corporation with offices located at 1 Old Bridge Road, Danville, Kentucky, as owner of all tracts in OLD BRIDGE, SECTION 4, do hereby certify that a plat of said lots was filed and recorded in Plat File No. 980B, in the Office of the Clerk of the Boyle County Court and that all lots sold thereon shall be sold and conveyed subject to the following restrictions and conditions:

1. Tracts numbered 1-23 shall be used for single-family residential purposes.
2. Front yard set back shall conform to set backs shown on said plats.
3. Right is reserved by the creators of these restrictions or their assigns to cut grass and weeds on all unimproved lots.
4. All two-story, above the ground dwellings or story-and-one-half, above ground dwellings shall have a minimum of 1,500 square feet of living area on the ground level with a minimum total square footage of 2,100 square feet of living area, excluding carport garage, or basement. All other dwellings must have a minimum of 2,100 square feet of living space, excluding carport garage, or basement on the ground level.
5. No block foundation or wall may be left visible or exposed and driveways must be paved with a hard surface of asphalt concrete, or brick.
6. No trailer, mobile home, tent, shack, or outbuilding shall be placed, erected, or used, at any time for a residence, either temporarily or permanently.
7. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other refuse, and shall not be kept except in sanitary containers. All incinerators or other equipment for the

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storage or disposal of such material shall be kept in a clean and sanitary condition.

8. No privy or outside toilet facility shall be constructed or maintained on any of said lots. Septic tanks sewage disposal systems, and drinking water facilities shall conform to all requirements, rules and regulations established by the Kentucky and Boyle County health authorities.

9. There shall be no carports allowed in the subdivision.

10. No noxious or offensive trade shall be carried on upon a lot, nor shall anything be done thereon which may be or become as an annoyance or nuisance to the neighborhood. No livestock, swine, poultry, sheep, pigeons, or other such farm animals or fowls shall at any time be permitted to be kept in said subdivision. Dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes.

11. No fence may be erected, constructed, or maintained in OLD BRIDGE, SECTION 4, extending four feet in height except that a fence exceeding four feet in height may be erected around a standard size tennis court, a patio not to exceed 400 square feet or a swimming pool, placed underground, of materials and designed approved pursuant to Paragraph numbered 14 below. The aforementioned swimming pool or tennis court must be approved pursuant to Paragraph numbered 14 below.

12. No unlicensed motor vehicles, junk vehicles may be kept stored, or maintained in OLD BRIDGE, SECTION 4, Boats, RVs, Campers, Trailers, or Commercial Trucks may only be kept garaged, in OLD BRIDGE, SECTION 4.

13. No structure, addition or alteration of any type, including a fence, mailbox, satellite dish, antenna, deck, porch, or patio shall be erected, altered, moved onto, or placed on OLD BRIDGE, SECTION 4 until the type of material, design, plans, and specifications have been approved in writing by OLD BRIDGE INC. or its successors and assigns in title or designees. OLD BRIDGE INC. reserves the right to require the submission of any and all plans, that in its sole discretion it deems necessary for consideration for plan approval, included but not limited to, plans drawn to scale, floor plans, side, rear, front elevations and

plot plans including grade elevations OLD BRIDGE INC., reserves the right to refuse to approve plans for purely aesthetic considerations which are in the sole discretion of the company.

14. The above-stated restrictions and covenants shall run with the land be binding on all the owners of lots in OLD BRIDGE, SECTION 4 for a period of twenty (20) years from the date of this instrument at the expiration of which time, they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then tract owners in OLD BRIDGE, SECTION 4 it is agreed to change the covenants in whole or in part.

15. Any tract owner may enforce these restrictions and covenants aforesaid by appropriate legal procedure. Invalidation of any one or more of these covenants or restrictions by court judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect

16. Owner (developer) reserves the right to change or modify any provision hereof by recordation of an amendment signed by the developer. Such modification may apply to only one or more lots or may apply to the entire section of lots covered by these restrictions. If such modification affects a limited number of lots, then such modification shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in this section, and the same shall remain fully enforceable as to all other lots located in this section. Owner (developer) reserves the right to add additional restrictions in the conveyance of title to any lot or lots in this section. In addition, any provision hereof may be amended at any time and from time to time upon the execution and recordation of any instrument executed by Owners of not less than two-thirds (2/3) of the platted lots in this section, provided, however, that so long as Owner (developer) is the owner of any lot, no amendment will be effective without owners (developer) express written consent

17. All utilities to homes in OLD BRIDGE, SECTION 4 shall be underground from the property line to the house.

IN TESTIMONY WHEREOF, OLD BRIDGE, INC., by and through its president and attested by its secretary, has hereunto set its hand on this date first above written, pursuant to authority granted by its Board of Directors.

OLD BRIDGE, INC.

BY: Bruce Brown
BRUCE BROWN, Vice-President

ATTEST: J. Thomas Hensley
J. THOMAS HENSLEY, Secretary

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STATE OF KENTUCKY)
)SCT:
COUNTY OF BOYLE

The undersigned notary public hereby certifies that the foregoing DEED OF RESTRICTIONS was produced and acknowledged before me by BRUCE BROWN as Vice-President and J. THOMAS HENSLEY as Secretary of OLD BRIDGE, INC., known to me to be their voluntary act and deed. WITNESS my hand and seal of office this the 3rd day of March, 1999.

Beryl L. Goddard
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission expires: 11-6-99

PREPARED BY:

J. Thomas Hensley
HENSLEY AND SMITH
ATTORNEYS AT LAW
219 South Fourth Street
Danville, Kentucky 40422

FILED
MAR 4 12 30 PM '99
CLERK OF COURTS
BOYLE CO. KY

STATE OF KENTUCKY, SCT
COUNTY OF BOYLE, SCT
I, Denise B. Cunsinger, Clerk of Boyle County, do certify that the foregoing instrument of writing was this day filed for record in my office, and which with the foregoing and this certificate has been duly recorded in my said office.
Given under my hand this 4 day of Mar 99
Denise B. Cunsinger, Clerk
By Denise B. Cunsinger DC

RE 2 / PG 312

RECEIVED

DEED OF RESTRICTIONS
OLD BRIDGE, INC.
SECTION 4

JAN - 9 2014
PUBLIC SERVICE
COMMISSION 125

TO THE PUBLIC:

The undersigned, OLD BRIDGE, INC., Kentucky corporation with offices located at 1 Old Bridge Road, Danville, Kentucky, ROBERT CLARK JAMESON and GRACE PATRICIA JAMESON, husband and wife; and ROBERT B. MORRIS and ELIZABETH A. MORRIS, husband and wife, as owners of all tracts in OLD BRIDGE, SECTION 4, do hereby certify that a plat of said lots was filed and recorded in Plat File No. 980B, in the Office of the Clerk of the Boyle County Court and that all lots sold thereon shall be sold and conveyed subject to the following restrictions and conditions:

1. Tracts numbered 1-23 shall be used for single-family residential purposes.
2. Front yard set back shall conform to set backs shown on said plats.
3. Right is reserved by the creators of these restrictions or their assigns to cut grass and weeds on all unimproved lots.
4. All two-story, above the ground dwellings or story-and-one-half, above ground dwellings shall have a minimum of 1,500 square feet of living area on the ground level with a minimum total square footage of 2,100 square feet of living area, excluding carport garage, or basement. All other dwellings must have a minimum of 2,100 square feet of living space, excluding carport garage, or basement on the ground level.
5. No block foundation or wall may be left visible or exposed and driveways must be paved with a hard surface of asphalt concrete, or brick.
6. No trailer, mobile home, tent, shack, or outbuilding shall be placed, erected, or used, at any time for a residence, either temporarily or permanently.
7. No lot shall be used or maintained as a dumping ground for

rubbish, trash, garbage, or other refuse, and shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. No privy or outside toilet facility shall be constructed or maintained on any of said lots. Septic tanks sewage disposal systems, and drinking water facilities shall conform to all requirements, rules and regulations established by the Kentucky and Boyle County health authorities.

9. There shall be no carports allowed in the subdivision.

10. No noxious or offensive trade shall be carried on upon a lot, nor shall anything be done thereon which may be or become as an annoyance or nuisance to the neighborhood. No livestock, swine, poultry, sheep, pigeons, or other such farm animals or fowls shall at any time be permitted to be kept in said subdivision. Dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes.

11. No fence may be erected, constructed, or maintained in OLD BRIDGE, SECTION 4, extending four feet in height except that a fence exceeding four feet in height may be erected around a standard size tennis court, a patio not to exceed 400 square feet or a swimming pool, placed underground, of materials and designed approved pursuant to Paragraph numbered 14 below. The aforementioned swimming pool or tennis court must be approved pursuant to Paragraph numbered 14 below.

12. No unlicensed motor vehicles, junk vehicles may be kept stored, or maintained in OLD BRIDGE, SECTION 4, Boats, RVs, Campers, Trailers, or Commercial Trucks may only be kept garaged, in OLD BRIDGE, SECTION 4.

13. No structure, addition or alteration of any type, including a fence, mailbox, satellite dish, antenna, deck, porch, or patio shall be erected, altered, moved onto, or placed on OLD BRIDGE, SECTION 4 until the type of material, design, plans, and specifications have been approved in writing by OLD BRIDGE INC. or its successors and assigns in title or designees. OLD BRIDGE INC. reserves the right to require the submission of any and all plans, that in its sole discretion it deems

necessary for consideration for plan approval, included but not limited to, plans drawn to scale, floor plans, side, rear, front elevations and plot plans including grade elevations OLD BRIDGE INC., reserves the right to refuse to approve plans for purely aesthetic considerations which are in the sole discretion of the company.

14. The above-stated restrictions and covenants shall run with the land be binding on all the owners of lots in OLD BRIDGE, SECTION 4 for a period of twenty (20) years from the date of this instrument at the expiration of which time, they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then tract owners in OLD BRIDGE, SECTION 4 it is agreed to change the covenants in whole or in part.

15. Any tract owner may enforce these restrictions and covenants aforesaid by appropriate legal procedure. Invalidation of any one or more of these covenants or restrictions by court judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect

16. Owner (developer) reserves the right to change or modify any provision hereof by recordation of an amendment signed by the developer. Such modification may apply to only one or more lots or may apply to the entire section of lots covered by these restrictions. If such modification affects a limited number of lots, then such modification shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in this section, and the same shall remain fully enforceable as to all other lots located in this section. Owner (developer) reserves the right to add additional restrictions in the conveyance of title to any lot or lots in this section. In addition, any provision hereof may be amended at any time and from time to time upon the execution and recordation of any instrument executed by Owners of not less than two-thirds (2/3) of the platted lots in this section, provided, however, that so long as Owner (developer) is the owner of any lot, no amendment will be effective without owners (developer) express written consent

17. All utilities to homes in OLD BRIDGE, SECTION 4 shall be

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underground from the property line to the house.

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IN TESTIMONY WHEREOF, OLD BRIDGE, INC., by and through its president and attested by its secretary, has hereunto set its hand on this date first above written, pursuant to authority granted by its Board of Directors.

OLD BRIDGE, INC.

BY: Bruce Brown
BRUCE BROWN, Vice-President

Robert Clark Jameson
ROBERT CLARE JAMESON

Grace Patricia Jameson
GRACE PATRICIA JAMESON

ATTEST: J. Thomas Hensley
J. THOMAS HENSLEY, Secretary

Robert B. Morris
ROBERT B. MORRIS

Elizabeth A. Morris
ELIZABETH A. MORRIS

STATE OF KENTUCKY)
COUNTY OF BOYLE)SCT:

The undersigned notary public hereby certifies that the foregoing DEED OF RESTRICTIONS was produced and acknowledged before me by BRUCE BROWN as Vice-President and J. THOMAS HENSLEY as Secretary of OLD BRIDGE, INC., known to me to be their voluntary act and deed. WITNESS my hand and seal of office this the 3rd day of March 1999.

Buck & Biddle
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission expires: 11-6-99

STATE OF KENTUCKY)
COUNTY OF BOYLE)SCT:

129

The undersigned notary public hereby certifies that the foregoing DEED OF RESTRICTIONS was produced and acknowledged before me by ROBERT CLARK JAMESON and GRACE PATRICIA JAMESON, husband and wife, known to me to be their voluntary act and deed.

WITNESS my hand and seal of office this the 10th day of May, 1999.

Robert D. Goodlett
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission expires: 11-6-99

STATE OF KENTUCKY)
COUNTY OF BOYLE)SCT:

The undersigned notary public hereby certifies that the foregoing DEED OF RESTRICTIONS was produced and acknowledged before me by ROBERT B. MORRIS and ELIZABETH A. MORRIS, husband and wife, known to me to be their voluntary act and deed.

WITNESS my hand and seal of office this the 10th day of May, 1999.

Robert D. Goodlett
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission expires: 11-6-99

PREPARED BY:

Dennis Hensley
WENSLEY AND SMITH
ATTORNEYS AT LAW
219 South Fourth Street
Danville, Kentucky 40422

STATE OF KENTUCKY, SCT
COUNTY OF BOYLE, SCT
I, Denise B. Cutsinger, Clerk of Boyle County
do certify that the foregoing instrument of writing was
this day filed for record in my office, and which with
the foregoing and this certificate has been duly recorded
in my said office
Given under my hand this 10 day of May 99
Denise B. Cutsinger, Clerk
By *the Reg. DC.*

FILED
MAY 10 10 20 AM '99