

LAW OFFICES
THOMAS, DODSON & WOLFORD, PLLC
AT HURSTBOURNE PARK
9200 SHELBYVILLE ROAD, SUITE 611
LOUISVILLE, KENTUCKY 40222-8502
TELEPHONE (502) 426-1700
FACSIMILE (502) 426-0457

HAROLD W. THOMAS
hal@tdwattorneys.com

December 23, 2023

Mr. & Ms. John and Reta Underwood
1030 Bluegrass Parkway
LaGrange, KY 40031

RE: L'Esprit Community Bridle Paths

Dear Mr. & Ms. Underwood:

This is in response to your numerous communications to Trish Henrion and the members of the Architectural Control Committee of L'Esprit Property Owners Association, Inc.

First, contrary to your assertions, which are apparently based upon incorrect information received by you, the L'Esprit Property Owners Association, Inc., has the authority to assess fines against property owners who violate the restrictive covenants for L'Esprit Subdivision. A copy of the Kentucky statute which created such authority is attached.

Second, it is my understanding that the Architectural Control Committee for L'Esprit has denied your request to build a fence which would partially block a well established bridle path used by the residents of L'Esprit for thirty (30) plus years. If you should proceed to build the fence in question, the LPOA will pursuant to the Article 7.01 of the Third Amendment and Restatement of the L'Esprit Master Declaration of Easements, Covenants, and Restrictions, "remove at expense of the owners thereof" the fence in question. Law enforcement officials will be present when the fence is removed and you as the property owners will be required to reimburse the LPOA for the cost of removal and in addition you will be fined the sum of \$1,000.00.

Under state law you have the right to appeal any fine assessed against you by requesting in writing a hearing before the full Board of Directors.

Very Truly Yours
THOMAS, DODSON & WOLFORD, PLLC



Harold W. Thomas

HWT:sb

Cc: L'Esprit Property Association, Inc.

381.797 Elements of assessments for each lot -- Notice of charges -- Special assessments -- Claimed breach of fiduciary duty -- Annual budget.

- (1) In addition to the provisions of the declaration, bylaws, rules, or regulations of the association the assessment for each lot shall consist of:
 - (a) The allocated common expense liability;
 - (b) Fines for violations levied by the board;
 - (c) Individual assessments for utility services that are imposed or levied in accordance with the declaration;
 - (d) Costs of maintenance, repair, or replacement incurred due to the willful or negligent act of an owner or occupant of a lot or the family, tenants, guests, or invitees of an owner or occupant of a lot; and
 - (e) Costs or charges associated with the enforcement of the declarations, bylaws, rules and regulations of the association, and any provision of this section, including but not limited to reasonable attorney fees, costs, and other expense.
- (2) Prior to imposing a charge for fines, damages, or an individual assessment pursuant to this section, the board shall give the owner a written notice and the opportunity to be heard.
- (3) In addition to all other assessments which are authorized in the declaration, the board of an association shall have the power to levy a special assessment against lot owners:
 - (a) If the board finds that the purpose of the assessment is in the best interests of the association; and
 - (b) The proceeds of the assessment are used primarily for the maintenance and upkeep of the common areas and other such areas of association responsibility expressly provided for in the declaration, including capital expenditures.
- (4) After termination of the declarant control period, an affirmative vote of a majority of the full board shall be required to approve a special assessment subject to the following provisions:
 - (a) Within thirty (30) days after board passage of a special assessment, a meeting of the association shall be held to allow owners an opportunity to rescind or reduce the special assessment; and
 - (b) A majority of the total number of lots of the planned community cast in person or by proxy shall be required to rescind or reduce the special assessment.
- (5) No director or officer of the association shall be liable for failure to perform his or her fiduciary duty if a special assessment for the funds necessary for the director or officer to perform his or her fiduciary duty is rescinded or reduced by the owners pursuant to this section. The association shall indemnify such director or officer against any damage resulting from a claimed breach of fiduciary duty arising therefrom.
- (6) The failure of an owner to pay an assessment or special assessment allowed under this section shall provide the association with the right to deny the owner access to any or all of the common areas, except that access to any road within the planned