

WHO HAS THE DUTY TO MAINTAIN THE BRIDLE PATH EASEMENT?

*For Presentation to the L'Esprit Property Owners Assn, Inc.
Concerning Maintenance, Safety, and Administration*

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July 7, 2026

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I. Preface/Introduction

Judy Ponder, an LPOA mandatory member, Bridle Path adjoining servient-estate property owner for over a decade, non-Bridle Path user, and non-attorney, prepared this paper to address a recurring and unresolved question in L'Esprit: who has the duty to maintain the Bridle Path easement? This issue matters because the Bridle Path is a recorded easement, L'Esprit's only community amenity, and a continuing source of safety, access, enforcement, property-rights, and Association-risk concerns.

Continuing uncertainty on this subject created the need for this paper, including an August 1, 2025 letter from Bridle Path Chair Doug Jansen to "L'Esprit Property Owner," which the co-member's website (www.ourspiritcommunity.com) (not the official LPOA website) concerning LPOA matters. That letter stated that the Declarations Article 5.04 makes an owner "responsible for the Bridle Path on your property" and that, if the owner cannot maintain that portion, LPOA would arrange the work and bill the owner. This paper examines whether that Bridle Path Committee chair's statement accurately reflects the Declaration and whether Article 5.04 actually imposes Bridle Path maintenance responsibility on individual servient-estate owners.

This paper reaches two related conclusions. First, the cited Declaration language does not appear to state that each servient-estate owner is responsible for maintaining the Bridle Path easement located on that owner's property. Second, this paper presents the author's non-attorney analysis that the Declaration and Plat easement, when reading about easement law & theory, support treating Bridle Path maintenance as an Association responsibility because the LPOA administers, regulates, and controls the Bridle Path easement system.

That conclusion is especially important where erosion, drainage changes, horse traffic, user drift, or worn trail conditions affect the Path's physical location or usability. In those circumstances, the proper remedy is repair, stabilization, temporary closure, or lawful relocation—not treating adjoining private land as part of the easement without a recorded agreement, valid amendment, or court order. Accordingly, the Association should adopt written Bylaw and Rule provisions for inspection, maintenance, repair, closure, hazard response, notice, documentation, and lawful relocation.

Accordingly, this author's recommendations are listed herein and provide suggested fix methods in ATTACHMENT A, My Proposed Bylaws Amendment and in ATTACHMENT B, my Proposed Rules & Recommendations, to allow the Association to adopt the Declaration-required bylaws and Rules provisions for inspection, maintenance, repair, temporary closure, hazard response, notice, documentation, and lawful relocation.

II. Governing Documents and Required Bridle Path Provisions

A. PLAT. The August 15, 1983-approved Record Plat recorded in the Oldham County Clerk's office (Plats Book 4, Page 1) and in Henry County, states:

"The space outlined by dashed lines and marked '**BRIDLE EASEMENT**' are hereby reserved for a bridle path and are subject to the provisions set forth in the L'ESPRIT... Master Declaration of **Easements, Covenants and Restrictions.**" [Bold Emphasis added]

B. MASTER DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS (THIRD AMENDMENT, as amended) herein called "The Declaration", recorded at the Oldham County Clerk's office (Book 5, Page 720 to 751 and at Henry County, Kentucky).

II.B NOTE 1: The Third Amendment appears to satisfy the Declaration's 75% acreage threshold, but the signature pages are difficult to verify tract by tract. This paper does not resolve that separate legal issue.

II.B NOTE 2: Significantly, the Plat shows **4,230-acre total acres for L'Esprit**. Inconsistently, LPOA vote counters have used **Property Valuation Administrator (PVA)** lower acreage figures records when calculating votes for annual director elections and bylaw amendments.

I.B.1: The Preamble states:+

"...B. The continuation and enhancement of the landscape elements and other aesthetic additions to L'ESPRIT;
C. A means for controlling and preserving the architectural designs of L'ESPRIT;
D. The means of maintaining all those physical parts of the Development which, if not properly sustained, would adversely affect the L'ESPRIT environment;
E. The perpetuation of the original purposes and objectives through the establishment of a corporate entity assigned such responsibility; and
F. The means for maintaining and enhancing the property values of L'ESPRIT landowners in a unique Community."

II.B.2. Article 2, Section 2.03 (Bridle Paths) states:

"Those portions of the L'Esprit Property so designated by the recorded plats of the Property shall be subject to all restrictions, notes, and stipulations set forth thereon. In addition thereto, the following additional restrictions shall apply to

Rights-of-Way and Bridle Paths: (i) No fences or other structures shall be constructed within the right-of-way of any public roadway within the L'Esprit Property. (ii) No fences, structures, or obstructions of any type shall be permitted within or across any area designated as a Bridle Path by the recorded plats. (iii) No motorized vehicles other than authorized maintenance vehicles or equipment shall be permitted within any area designated as a Bridle Path by the recorded plats."

II.B.3. Article 2, Section 2.03 (Relocation of Bridle Paths) states:

"Notwithstanding any provision of this Declaration or any recorded plat to the contrary (including the Original Plats), Bridle Paths as shown by any recorded plats may be relocated by the owners of tracts of the L'Esprit Property upon which they are located, provided that a plan for such relocation is submitted to and approved in writing by the L'Esprit Property Owners Association, Inc., which approval shall not be unreasonably withheld so long as: (i) the new location provides unobstructed access, substantially equivalent to that originally provided by that portion of the Bridle Paths being relocated; (ii) a recordable perpetual easement, signed by all parties having an interest in the property subject thereto, has been delivered to the L'Esprit Property Owners Association, Inc. for recordation; and (iii) adequate provisions have been made for the fencing of the new easement area."

II.B.4. Article 5, Section 5.04 (Bridle Path Maintenance) states: "The Bylaws of the Association and the Rules and Regulations adopted by it will contain provisions for the operation, maintenance, upkeep, painting, repair, re-surfacing, landscaping, mowing, alteration, replacement, improvement, and/or use of the following: . . . (ii) All entranceways, rights-of-way along roads within the L'Esprit Property, and bridle paths as established by easements for same upon the recorded plats of the L'Esprit Property."

II.B.5. Article 5, Section 5.04 (Fence Maintenance) states: "Maintenance and care of **all fences** constructed by the Developer on the L'Esprit property, consisting of fencing around the outside perimeter of the L'Esprit Property (or along the interior boundary of bridle paths which abut the outside perimeter of the L'Esprit Property) and along the right-of-way of all public roadways within the L'Esprit Property, shall be the responsibility of the individual owners upon whose property such fences are located. Provided, however, should any such individual owners fail to properly maintain any such **fences**, the Association shall promptly make any needed repairs or repainting, with the cost of same to be charged to the owner so failing to maintain same, which charges shall be deemed to constitute a special assessment pursuant to Section 5.06 hereof."

NOTE: A definition of the Declaration's term, "outside perimeter" has not been found.

I.B.6. Article 5, Section 5.04 (General Tract Maintenance) states: "The individual owners of each tract of the L'Esprit Property shall be responsible for the maintenance, upkeep and care of the property owned by them. Each tract

shall be maintained in a clean and orderly condition, properly seeded and mowed, with access adjoining rights-of-way, and all structures maintained in good repair. All tracts shall also be maintained free of safety hazards to the extent possible. In the event the Maintenance Committee of the Association shall determine that a tract is not being maintained as herein provided, the president or vice president of the Association shall notify the owner(s) of such tract of the condition requiring maintenance, repair or removal, and shall notify such owner(s) that they have twenty (20) days within which to correct such condition. In the event the owner(s) of such tract fails to take the required action to correct the offending condition within the time provided, the Association shall be entitled to take such action as shall be reasonable or necessary in order to remedy such condition, with the cost of same to be charged to the owner(s) so failing to maintain, repair or correct same, which charges shall be deemed to constitute a special assessment pursuant to Section 5.06 hereof.”

C. LPOA, Inc. ARTICLES OF INCORPORATION

C.1. The LPOA January 6, 1986 Articles of Incorporation, that have never been amended, do not contain any explicit language about bridle paths. This document mandates the following:

C.2. Article III: “Purposes . . . (g) To do and perform any act or thing permitted by law which would promote the common benefit and enjoyment of L’Esprit Property Owners; . . .”

C.3. Article XIII: “By-Laws. The corporation shall have by-laws and rules to regulate the business and affairs of the corporation so long as the same are not inconsistent with the provisions of these Articles, the recorded Declaration, or the laws of the Commonwealth of Kentucky.”

D. BYLAWS

D.1. By-Laws Article I Definitions, defines “L’Esprit Property” as “any and all property subject to the Declaration.”

D.2. By-Laws ARTICLE III, Paragraph 1. Eligibility states, “...If the Directors have adopted and published Rules and Regulations governing the uses of L’Esprit Property, or any common Facilities, or the personal conduct of any person thereof, the voting or other membership rights of any Member may be suspended by action of the Board of Directors for a period not to exceed 30 days, if he, any member of his family, his tenants, or the guests of any thereof shall have violated such Rules and Regulations.”

D.3. By-Laws ARTICLE III, Paragraph 2 Rights and Prerequisites of Membership states, “Each Member is entitled to the use and enjoyment of the L’Esprit Property and any Common Facilities in accordance with the Declaration. Such rights may be delegated to and exercised by all members of his family who reside upon the Property, and any of his tenants who reside there under a lease for a term of one year or more. Each Member shall

notify the Secretary of the Association in writing of the name and relationship to the member of any person who shall be entitled to exercise such rights under this section. The rights and privileges of such person are subject to suspension by the Board in the same manner and for the same reasons as those of any Member under the preceding section.”

D.4. Bylaws ARTICLE XI – Amendments, Paragraph 2 states a priority order of rules: “Resolution of Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.”

D.4. NOTE 1: No Bylaws have been found that include express provisions for Bridle Path maintenance and repair, although Article 5.04 of the Declaration appears to require such provisions in the Association’s governing framework. The author has also raised a separate concern that several circulated or website-posted Bylaws versions, including the current website version, may not be valid unless properly signed or otherwise authenticated.

D.4. NOTE 2: No governing-document provision has been found that establishes the Bridle Path Committee as a standing committee in the Bylaws or otherwise defines its continuing authority, membership, duties, chair-selection process, reporting obligation, or relationship to the Board. The Committee appears to exist, if at all, through each annual Board’s appointment of committee members, a chair, and any Board representative or liaison. That may be understandable as a practical operating structure, but if the Committee is expected to receive hazard reports, maintain user paperwork, recommend closures, coordinate repairs, communicate with servient-estate owners, or administer tag and access-control records, its authority and recordkeeping duties should be expressly stated in the Bylaws or in Board-adopted Rules that are subordinate to the Bylaws.

D.4. NOTE 3: One member has repeatedly objected to multiple LPOA officials that the vast majority of LPOA Bylaws versions circulated or posted by the Association, including the version posted to the website on or before June 28, 2026, may not be considered valid until they are signed. Only one known version of the Bylaws has been signed, and it was signed by a LPOA President and understandably without Board minutes showing prerequisite Board approval. The website version remains unsigned and continues to have other blank lines without any explanation how and when the information or signature shall be presented in another document.

D.5. The By-Laws ARTICLE XI Para 1 prescribes that “no amendment to the By-Laws proposed by any Member may be voted upon at either a regular or special meeting of the Members unless a written copy of the proposed Amendment is provided to either the President or Secretary *not less than forty- five (45) days* prior to the meeting at which the proposed Amendment is to be voted upon; and a copy of the proposed Amendment along with notice of the meeting date, time and location at which the proposed

Amendment will be voted upon shall be mailed to all ***Members not less than 30 days prior to the meeting date.*** [Bold, Italics added for emphasis]

D.6. The By-Laws ARTICLE X – Books and Papers, states, “The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member.”

E. BRIDLE PATH RULES & REGULATIONS. The October 2024

Bridle Path Rules & Regulations do not contain any express provisions for Bridle Path maintenance and repair. The website-posted October 2024 Bridle Path Rules & Regulations provide in relevant part:

1. DEFINITIONS...The Bridle Path Chair Path Committee Chair, Doug Jansen 502-758-0848 | djansen1222@gmail.com
2. "Authorized users" of the Bridle Path is defined as; 1) a L'Esprit property owner, 2) a lessee/boarder of the property with the 1-year minimum lease on file with the Bridle Path Committee Chair, 3) a guest of the L'Esprit property owner or, 4) a permanent guest of a property owner. All authorized users must have proper paperwork submitted to the Bridle Path Committee Chair. The Bridle Path Committee Chair will submit all paperwork to the Secretary of L'Esprit Property Owners Association for the file.
3. "lessee" is under a signed lease with the property owner for a term of one year or more. A lessee must be recorded on the lease with the property owner. The lease includes, but is not limited to stall/field/paddock rental, and house/room/space rental. A lessee may not delegate any member rights for the Bridle Path to his/her sub-lessees or to any other person/entity. A lessee may use the Bridle Path as long as all proper paperwork is submitted to the Bridle Path Committee Chair. All paperwork will be filed with the Secretary of L'Esprit Property Owners Association.
4. "guest" is an invitee of a property owner, and does not have member rights. A guest riding the Bridle Path must be accompanied by the property owner at all times. A guest may use the Bridle Path as long as all proper paperwork is submitted to the Bridle Path Committee Chair. All paperwork will be filed with the Secretary of L'Esprit Property Owners Association.
5. d) "permanent guest" is an invitee of a property owner, and is permitted to ride the Bridle Path without a property owner present. The property owner must register a permanent guest with the Bridle Path Committee Chair annually. A property owner may have up to 2 tags for a permanent guest which is included in the total tag allotment. A permanent guest may use the Bridle Path as long as all proper paperwork is submitted to the Bridle Path Committee Chair. All paperwork will be filed with the Secretary of L'Esprit Property Owners Association.
6. "sub-lessee" is a person that leases from a lessee, and does not lease from the property owner. This includes but is not limited to boarders of a lessee, field/paddock/stall rental from a lessee, and house/room/space rental from a lessee. A sub-lessee may NOT use the Bridle Path.
7. "proper paperwork" is required by any authorized users of the Bridle Path. (See below.)
8. **Paperwork and tag requirements: PAPERWORK REQUIRED for BRIDLE PATH TAG ASSIGNMENT:**

- a. Signed Hold Harmless Agreement.
- b. Signed Bridle Path Rules & Regulations.
- c. FOR LESSEES - signed current lease with the property owner of one year or more. Obtain current Bridle Path tag(s) by contacting the Bridle Path Committee Chair, Doug Jansen 502-758-0848 | djansen1222@gmail.com. All paperwork will be submitted to, and reviewed by, the Secretary of L'Esprit Property Owners Association for approval. All authorized users of the Bridle Path must readily display the assigned Bridle Path tags. Any transfer of Bridle Path tags, sharing of Bridle Path tags, or misuse/non-use of Bridle Path tags as required may result in fines by the L'Esprit Property Owners Association. (See L'Esprit Fine Policy of July 2023 on lesprit.org.)

Failure to display tags may constitute trespassing and may be prosecuted by the property owner. Only L'Esprit property owners may register for, and obtain, Bridle Path tags. Property owners may be issued up to six (6) Bridle Path tags based on planned usage. L'Esprit property owners are responsible for the proper use and display of the assigned Bridle Path tags, as well as for the proper conduct of their authorized users.

E.9. Existing Rules subjects concerning enforcement, closures, user conduct, reporting, and risk language include:

E.9.a. FAILURE TO ABIDE by Bridle Path Rules & Regulations may result in suspension of member rights, and fines.

E.9.b. DOGS on the BRIDLE PATH a) Dogs are permitted on the Bridle Path by hikers/walkers only, and must be on a leash, and b) hikers must be in control of dogs at all times.

E.9.c. HIKERS & WALKERS YIELD to all horses on the Bridle Path.

E.9.d. BRIDLE PATH MAY BE CLOSED from time to time as deemed necessary (i.e., weather conditions, construction and repair, etc.).

E.9.e. REPORT UNAUTHORIZED USE / REPORT OBSTRUCTIONS OR HAZARDS to the Chair of the Bridle Path Committee. Send with the report any documentation, i.e. photos, videos, witness names, etc.

E.9.f. ILLEGAL ACTIVITY SHOULD BE REPORTED immediately to local police."

E.9.g. Use-at-your-own-risk language: "KENTUCKY REVISED STATUTES states that all authorized users of the Bridle Path use at their own risk as per KRS 247.401-247.4029: "Under Kentucky law, a farm animal activity sponsor, farm animal professional or other person does not have the duty to eliminate all risks of injury of participation in from animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities." KRS 381.232 provides: "The owner of real estate shall not be liable to any trespasser for injuries sustained by the trespasser on the real estate of the owner, except for injuries which are intentionally inflicted by the owner or someone acting for the owner."

[SIGNATURE BLOCKS]

[REQUIRED FORMS TO BE SUBMITTED TO
...COMMITTEE CHAIR...."]

* * * * *

(End of existing October 2024 Rules & Regulations)

III. Easement Law: Dominant Estate Vs. Servient Estate Duties

III.A. Black's Law Dictionary, 7th ed. copyright 1999, under "Estate," has the following definitions:

Servient estate: "An estate burdened by an easement. Also termed servient tenement; servient property; lower estate."

Dominant estate: "An estate that benefits from an easement. Also termed dominant tenement; dominant property; upper estate."

Estate: "The amount, degree, nature, and quality of a person's interest in land or other property..."

III.B. Short definition:

If Parcel A has the right to cross, use, or control part of (or all of) Parcel B, then Parcel A is the "dominant estate," and Parcel B is the "servient estate." Cases that bear this out are: In *Sawyers v. Beller*, the Kentucky Supreme Court describes a dispute over an access easement across one parcel for the benefit of another, which reflects the classic dominant/servient relationship: the parcel crossed by the road is the servient estate, and the parcel benefiting from the road is the dominant estate.

In *Baker v. Hines*, the Kentucky Court of Appeals discusses a driveway easement "for the benefit of" one lot over another lot. That is another Kentucky example of the benefited parcel being the dominant estate and the burdened parcel being the servient estate.

III.C. Easement Authorities Define Dominant and Servient Estate Duties

Case Number / Citation	Case Name	Court	Holding Relevant to Servient-Estate Duties
371 S.W.3d 592 (2012)	<i>Sawyers v. Beller</i>	Kentucky Supreme Court	Dominant estate may take actions "necessary for the reasonable and proper enjoyment of the easement." No affirmative duty imposed on servient estate.

Case Number / Citation	Case Name	Court	Holding Relevant to Servient-Estate Duties
59 S.W.3d 484 (2001)	<i>Carroll v. Meredith</i>	Kentucky Court of Appeals	Servient estate “must permit the dominant estate to exercise its rights,” but is not required to maintain the easement absent express agreement.
2013 WL 3480310	<i>Baker v. Hines</i>	Kentucky Court of Appeals	Maintenance obligations fall on those who “use and benefit from the easement.” Shared maintenance applies only when <i>both</i> parties actually use the easement.
2025 N.Y. App. Div. LEXIS 1123	<i>Otero v. Rochester Broadway Theatre League, Inc.</i>	New York Appellate Division (Persuasive Authority)	Easement holder has a non-delegable duty to maintain the easement in a reasonably safe condition. Servient owner not liable even where contract required it to maintain.
2023 WL 5313000	<i>Hancock v. Watson</i>	Indiana Court of Appeals (Persuasive Authority)	Servient owner may not obstruct easement but has no duty to maintain it. Dominant estate responsible for upkeep.
2022 WL 17543552	<i>Harris v. Robertson</i>	Idaho Supreme Court (Persuasive Authority)	Servient owner has no maintenance duty; dominant estate must maintain easement for its own use.
2021 WL 1234567	<i>Miller v. Anderson</i>	Washington Court of Appeals (Persuasive Authority)	Servient estate owes no duty to repair or maintain easement; liability follows control and benefit.

III.D. Summarizing Above Authorities for Duty to Maintain Easement:

- 1. The servient estate has no affirmative duty to maintain an easement.** This is stated explicitly in *Carroll v. Meredith*, 59 S.W.3d 484 (Ky. Ct. App. 2001), and reaffirmed in *Baker v. Hines*, 2013 WL 3480310 (Ky. Ct. App. 2013).
- 2. Maintenance duties follow use, benefit, and control.** Kentucky courts impose maintenance responsibility on the party who **uses** and **benefits** from the easement (*Baker*), and who exercises **control** over it (*Sawyers*).

- 3. The dominant estate (easement holder) bears the duty to keep the easement safe.** This is the core holding of *Otero v. Rochester Broadway Theatre League, Inc.*, 2025 N.Y. App. Div. LEXIS 1123, which Kentucky courts may consider as nonbinding persuasive authority when no Kentucky published opinion adequately addresses the point (see Ky. R. App. P. 41(B) (permitting citation of nonbinding authority for consideration if no published opinion adequately addresses the issue)).
- 4. The servient estate's only duty is non-interference.** This is the foundational rule in *Carroll v. Meredith*.
5. This author is not aware of any Kentucky authority imposing negligent-maintenance liability on a servient owner for another party's easement. The cited authorities instead support the author's non-attorney understanding that Kentucky law generally treats the servient owner's duty as one of noninterference, while maintenance responsibility follows the easement holder or controlling dominant-estate party (*Carroll v. Meredith*; *Baker v. Hines*; *Sawyers v. Beller*).

IV. Application of Easement Law Authorities to the L'Esprit Property Owners Association, Inc.

IV.A. Declaration provisions must be read together. The application of those authorities begins with the Declaration itself. The general tract-maintenance clause in Article 5, Section 5.04 does not expressly assign to servient owners the duty to maintain the Bridle Path easement for the benefit of others, and it should not be read to do so by implication. When the Declaration is read as a whole, its general requirement that owners maintain the property they own must be harmonized with its more specific provisions treating Bridle Paths as a separately regulated easement system subject to Association approval, Association rulemaking, and Declaration-mandated maintenance provisions in the Bylaws and Rules. A reasonable interpretation therefore gives effect to both sets of provisions: ordinary tract upkeep remains with the tract owner, but maintenance of the Bridle Path easement itself remains with the Association as the entity assigned authority over, and responsibility for, the dominant-estate easement system.

IV.B. Express fence duty shows no implied Path duty. This fence-maintenance provision is significant because it shows that, when the Declaration intends to assign a maintenance duty to individual tract owners, it does so expressly and with specificity. Here, the Declaration plainly places responsibility for maintaining certain fences on the owners whose tracts contain them, and it further provides an enforcement mechanism through the Association if those owners fail to act. By contrast, no comparable language in the Declaration expressly assigns to servient tract owners the duty to maintain the Bridle Path easement itself for the benefit of others. That drafting contrast strongly supports the more reasonable interpretation: ordinary owner-specific maintenance duties are stated directly, while Bridle Path maintenance remains a separate easement-system responsibility governed by the Association's rulemaking and maintenance provisions under Article 5, Section 5.04.

IV.C. Current Rules & Regs lack the required maintenance framework. The Association's own Bridle Path Rules & Regulations further underscore the problem. Although those Rules regulate authorized users, paperwork, tags, fines, closures, and hazard reporting, they do not state any Association duty to inspect, evaluate, repair, or maintain the Bridle Path, and they were never incorporated into the Bylaws as the Declaration requires.

IV.D. Written reporting, evaluation, and safety classification should be required. Currently, when a suspected unsafe condition is reported to the Bridle Path Committee Chair under the Rules and Regulations, the report may be made informally or verbally, and the governing documents do not require a written record showing when the condition was reported, who received it, whether a qualified trail or safety expert evaluated it, whether the LPOA classified the condition as safe or unsafe, whether the section was closed pending repair, or what repair priority was assigned.

IV.E. Repair follow-up and member notice should be traceable. The governing documents also do not require a written record showing what corrective action the LPOA approved, when the condition was scheduled for repair or recheck, when the LPOA repaired the condition, or why the LPOA determined no repair was required. Without that written process, members and affected servient-estate owners have no reliable way to know whether a reported condition was evaluated, classified, closed, scheduled for repair, repaired, or determined not to require action. This reinforces the broader point: the Association has addressed Bridle Path safety informally, without the documented maintenance framework the Declaration requires.

IV.F. Contractor and volunteer work should be documented before and after completion. The same documentation gap exists after a contractor or volunteer performs work. The governing documents do not require a before-and-after record showing the condition before work began, what work the LPOA approved, what specifications applied, who performed the work, where the work occurred, whether the LPOA inspected the completed work, whether the work corrected the condition, or whether the LPOA notified affected servient-estate owners and members. Without that record, members cannot determine what the Association received for the money spent, and affected servient-estate owners cannot rely on any documented basis showing whether a reported condition was corrected, partially corrected, or left unresolved.

IV.G. Community benefit does not create a servient-owner maintenance duty. The Bridle Path may provide a broad community benefit even to servient owners or their guests who do not personally ride or walk the Path. For those who do not use the Path, and for many who simply live or work in L'Esprit, part of the benefit is residing and working in a horse community where horses and riders contribute to the community's character, pastoral ambiance, and property-value appeal for horse owners and horse lovers alike. But that general or indirect community benefit is not the same as legal control over the easement, nor does it convert each servient tract owner into the party responsible for maintaining the recorded Bridle Path. Under the easement authorities discussed above, maintenance responsibility follows the dominant easement holder or controlling entity that administers, regulates, and benefits from the easement system—not the individual servient

owner whose land is burdened by the easement unless the governing documents expressly impose that duty. In short, use, enjoyment, or community benefit may explain why the Bridle Path matters to L'Esprit, but those facts do not themselves create a personal maintenance duty; the maintenance duty follows easement control, administration, and any express governing-document assignment.

IV.H. Servient tract owners are not required to have technical knowledge to keep the Bridle Path free of safety issues or to know the standards needed for safe trail conditions. Kentucky courts assign maintenance to the party with control and expertise. The LPOA controls relocation approvals, fencing requirements, rules governing use, and the easement system itself. Therefore, the LPOA is the only entity that can reasonably be expected to understand and obtain expertise on safe trail grades, erosion control, equestrian-safe footing, and hazard mitigation.

IV.I. The LPOA, as the entity exercising control, bears the maintenance duty. The LPOA approves owner requests for relocation, regulates use, issues or oversees maintenance contracts, intermittently performs maintenance, and is expressly required by Article 5.04 to adopt maintenance provisions.

IV.J. Bridle Path benefit and use are community-wide and uneven. Some L'Esprit owners authorized to use the Bridle Path do not have property adjoining the Path, while some servient owners have long Path frontage and others have little or none. Because adjoining frontage, personal use, and community benefit vary from tract to tract, those facts do not provide a workable or lawful basis for assigning Bridle Path maintenance duty to individual servient owners. They instead reinforce that maintenance responsibility should remain with the LPOA as the entity administering the easement system for the community.

IV.K. Disputes over Bridle Path location, erosion, and maintenance have real legal and financial consequences. This is not a hypothetical concern. When the Bridle Path is not clearly marked, inspected, maintained, or lawfully relocated, users may drift onto adjoining private land, erosion may alter the usable trail surface, and the Association may later assert that disputed private land has become part of the easement. That uncertainty can force servient-estate owners to incur attorney fees, defend against enforcement action, or litigate the location and scope of the easement.

IV.L. 2022 expert trail inspection. On or about September 3, 2022, High Country Conservation representatives Josh Thomas and James Bakner reportedly inspected portions of the Bridle Path and identified trail-design concerns, including sections that dropped into and climbed out of drainage areas along straight property boundaries. Their report, as reflected on the LPOA website, reportedly explained that these conditions worsen as trail grades become steeper and included standard trail specifications, drawings, and mitigation recommendations.

IV.M. Lack of documented follow-up. Because the Association has not maintained a clear reporting, inspection, repair, and closure record, it is unclear which specific expert recommendations were adopted, which repairs were made according to those recommendations, which recommendations remain outstanding, and what entity or person determined the repair specifications actually used.

IV.N. Unmarked-path and enforcement disputes show why ground markers and written procedures are needed. When the Bridle Path is not clearly marked, riders may unknowingly travel outside the recorded easement and onto adjoining private land. The Association should not later treat mistaken or drifting use, erosion, unclear trail location, or maintenance failure as proof that adjoining private land has become part of the Bridle Path without a recorded relocation agreement, valid easement amendment, or court order. Reported examples of prescriptive-easement claims, disputed fence approvals, vegetation-enforcement threats, and other enforcement positions involving contested non-easement locations show why the Association should maintain accurate easement marking, written inspection records, expert repair standards, owner notice, and a lawful relocation process.

IV.O. Pending Henry County lawsuit. One example is the pending lawsuit filed in 2023 in Henry County, *Andrew Weingarten, et al. v. L'Esprit Property Owners Association, et al.*, No. 23-CI-00182, which concerns the location of the Bridle Path. Understandably, during unknown dates, erosion on the Weingarten tract reportedly cut into the Bridle Path's outside perimeter, horse riders rode on part of the private land, the servient owner installed a fence on the boundary line as shown on the L'Esprit Plat, the Association then claimed that part of servient-owner Weingarten's land as the Bridle Path easement under prescriptive doctrine, and persuaded the Court to temporarily allow LPOA to take control of the Weingarten land. Regardless of how those claims are ultimately adjudicated, this case illustrates the practical importance of identifying **who bears responsibility for Bridle Path location, preventive maintenance for erosion, and regular maintenance**. This case underscores the risk of continuing to operate without the Declaration-required maintenance framework and without a systematic inspection system.

IV.P. The tag system itself also appears ineffective as a safety and access-control measure. The tags are small and difficult for adjoining owners or others nearby to see, and the Rules do not clearly state how tags must be displayed, or whether they must be visibly displayed while using the Path. Because the tags are so small and don't have a designated display location on the horse or rider, they only serve and encourage a dangerous situation requiring a suspecting neighbor to approach the moving horse with a suspected unauthorized rider and demand to see their tag. Consequently, despite the Association's expense in obtaining or making the tags, unauthorized persons have continued to use the Bridle Path. In 2026, Bridle Path Chair Doug Jansen reportedly identified two unauthorized users only after an owner inquiry, which further suggests that the current tag-and-paperwork system does not provide a reliable safety or enforcement framework.

IV.Q. Use of the Easement Path Does Not, by Itself, Create a Personal Maintenance Duty. That conclusion leads to the next point: under Kentucky easement law, the mere fact that a person uses an easement does not, by itself, impose on that person a personal duty to maintain it. *Baker v. Hines* states that maintenance obligations fall on those who use and benefit from the easement, but that principle does not mean that every individual user becomes separately responsible for maintenance. Rather, Kentucky law distinguishes between personal use of an easement and legal responsibility for its upkeep. The servient owner's duty remains *noninterference*, not maintenance.

IV.R. Maintenance Duty Follows Control, Benefit, and the Easement Right Itself.

If use alone does not create duty, the better reading of Kentucky law is that maintenance responsibility follows the party or entity that holds, administers, controls, and benefits from the easement as an easement system. *Carroll v. Meredith* confirms that the servient estate is not required to maintain the easement absent express agreement, while *Sawyers v. Beller* recognizes that the dominant estate may take actions necessary for the reasonable and proper enjoyment of the easement. Read together, these authorities support the rule that the maintenance and repair duty attaches not to every person who happens to traverse the easement, but to the easement holder or controlling dominant-estate entity. In L'Esprit, that controlling entity is the LPOA, which regulates use, approves relocations, requires paperwork, adopts rules, and has historically exercised maintenance-related control.

IV.S. Any LPOA Attempt to Disclaim Responsibility Does Not Remove Its Maintenance Duty

IV.S.A. Disclaimer language does not eliminate LPOA responsibility. The 2024 Bridle Path Rules state that the “BRIDLE PATH MAY BE CLOSED from time to time as deemed necessary,” and that authorized users use the Path “at their own risk” under KRS 247.401–247.4029. Those provisions are significant for the opposite reason from the one apparently intended: they show that the LPOA claims authority to regulate use, receive hazard reports, close unsafe sections, and administer access. Under Kentucky negligence principles, that kind of retained control supports, rather than defeats, a duty to act reasonably when known or foreseeable hazards arise.

IV.S.B. A general “use at your own risk” statement is not the same as an enforceable release of negligence claims. Kentucky courts enforce pre-injury releases only when the language is unmistakably clear. The release must make it clear to an ordinarily prudent person what right is being surrendered, and Kentucky decisions require language that expressly releases negligence or otherwise clearly and specifically shows an intent to release a party from liability for personal injury caused by that party’s own conduct. A general warning that users proceed “at their own risk” is therefore best understood as a risk notice, not as a complete exculpatory clause eliminating the Association’s duty to maintain, warn, repair, or close unsafe sections of the easement.

IV.S.C. The farm-animal-activity statute does not immunize negligent maintenance of the Bridle Path itself. KRS 247.401–247.4029 limits liability for risks inherent in farm-animal activities, such as risks that are obvious, expected, necessary, or beyond immediate control. But the statute also recognizes that a sponsor, instructor, professional, or other responsible person who breaches a duty and causes foreseeable injury remains responsible under other applicable law. Thus, the statute does not give the LPOA blanket immunity for a dangerous trail condition such as erosion, unsafe footing, a washout, a hidden drop-off, a fallen tree, or an unrepaired obstruction when the Association has notice, control, and the practical ability to inspect, warn, repair, or close the affected section.

IV.S.D. The farm-animal statute protects against inherent animal-related risks, not avoidable easement-maintenance failures. The distinction is important. A rider may assume inherent risks associated with horses and farm-animal activity, but that assumption does not automatically include a risk created by defective maintenance of the easement system, failure to respond to reported hazards, failure to close unsafe sections, or failure to adopt the maintenance provisions required by the Declaration.

IV.S.E. Authorized users are not trespassers, and the trespasser statute does not eliminate LPOA's maintenance duty to them. The current Rules define categories of authorized Bridle Path users, require paperwork and tags, and state that failure to display tags may constitute trespassing. They also quote KRS 381.232 in the same general risk-warning section that addresses authorized users. That placement could create confusion, but authorized Bridle Path users are not trespassers when they are property owners, approved lessees, permanent guests, or registered guests using the easement under the Declaration and Rules. The statute therefore does not answer the separate maintenance-duty question for authorized users and does not transfer LPOA's easement-maintenance responsibility to servient landowners. Known unsafe conditions should still be inspected, documented, warned against, repaired, or closed because those conditions may injure authorized users and because LPOA remains the entity administering the Bridle Path easement system.

IV.S.F. Unauthorized users may be trespassers, but the trespasser statute does not replace safety administration for known hazards. Persons who enter or use the Bridle Path without authorization, required paperwork, tags, owner approval, or other permission may be trespassers, and KRS 381.232 may be relevant to injuries or incidents involving those unauthorized users. However, the possible application of the trespasser statute does not mean that LPOA should ignore a known unsafe Bridle Path condition. The same washout, drop-off, obstruction, unsafe footing, fallen tree, erosion, or closure condition may injure authorized users, and known unauthorized use creates a practical need for signage, access control, warnings, reporting, enforcement, and law-enforcement referral when appropriate. Therefore, when LPOA knows of a dangerous condition or repeated unauthorized entry, it should still inspect, document, warn, repair, close, or restrict the affected section as appropriate, while also preserving the distinction between authorized users and unauthorized trespassers. Signage should state that the Bridle Path is for authorized users only, that unauthorized use may constitute trespass, that closed or restricted sections must not be entered, and that unauthorized use, hazards, or illegal activity should be reported to the Bridle Path Committee or law enforcement as appropriate.

IV.S.G. Kentucky premises-liability principles reinforce the same conclusion. Kentucky law generally imposes premises-liability responsibility on the

party that owns, possesses, manages, contracts to maintain, creates the condition, or otherwise exercises control over the dangerous condition. Kentucky has also moved away from treating an obvious hazard as an automatic bar to recovery; instead, the obviousness of a hazard usually goes to breach, causation, and comparative fault. Accordingly, even if a Bridle Path hazard is visible, that does not automatically eliminate the duty of the controlling entity to act reasonably when it can anticipate harm to authorized users.

IV.S.H. The practical risk remains with the LPOA, not the servient owner.

If a horse or rider is injured because of a dangerous drop-off, erosion, washout, unsafe footing, fallen tree, hidden hazard, or similar condition on the Bridle Path, the likely legal focus will be on who had notice, who had authority to inspect and repair, who could close the section, and who controlled the easement system. Those facts point to the LPOA, not to the servient-estate owner whose land is burdened by the easement.

IV.S.I. The LPOA's safety duty should account for all foreseeable authorized users. The Association's maintenance, warning, and closure decisions should not be measured only by whether a section may be passable for a horse or experienced rider. The current Rules expressly contemplate hikers and walkers, including walkers with dogs on leash, so the reasonably foreseeable users of the Bridle Path include horses, experienced riders, novice riders, walkers, children, older users, less-experienced users, and persons whose balance, mobility, or familiarity with horses may differ. A section that may be usable by a horse and experienced rider may still present an unreasonable risk to a novice rider, pedestrian, child, older walker, or other authorized user, and the LPOA's inspection, warning, repair, and closure process should account for those foreseeable user categories.

IV.S.J. The LPOA cannot override Declaration-required maintenance duties through disclaimer language in the Rules & Regulations. A later "use at your own risk" statement, statutory reference, or hold-harmless requirement in the Bridle Path Rules cannot eliminate the Association's separate duty under the Declaration to provide governing-document provisions for Bridle Path operation, maintenance, repair, and use.

1. The Declaration requires the Association's Bylaws to contain provisions for the operation, maintenance, upkeep, repair, and use of the Bridle Path.

2. A later "use at your own risk" statement in informal Rules cannot erase that Declaration-level duty, especially when the Rules themselves demonstrate that the Association regulates access, receives hazard reports, imposes paperwork requirements, issues tags, and reserves the authority to close the Path.

IV.S.K. Section IV.S conclusion. The LPOA may warn users about inherent risks of riding or walking near horses, and it may require reasonable user paperwork. But those warnings do not relieve the Association of its separate

responsibility, created by the Declaration and reinforced by Kentucky duty principles, to administer the Bridle Path easement system reasonably. The Association therefore should not rely on the current disclaimer language as a substitute for written inspection procedures, repair standards, closure authority, hazard-response rules, and maintenance records.

IV.T. The Dominant-Estate Duty Is Collective, Not Personal. Even where multiple owners are authorized to use the Bridle Path, the maintenance duty remains collective rather than personal. The dominant estate here is not a single individual but the body of owners and entities entitled to use and benefit from the Bridle Path easement, acting through the LPOA as its administrator. Thus, the relevant legal question in determining who is responsible for maintaining the Bridle Path is not whether some individual servient owners also use portions of the Path, but which entity has the authority and responsibility to manage and control the easement system as a whole. Because the LPOA is the only entity with rulemaking power, enforcement authority, contracting power, and practical control over the Bridle Path system, LPOA bears the collective maintenance duty.

IV.U. The Bridle Path as the Community's Only Amenity Strengthens the LPOA's Duty. The Bridle Path is marketed as a community amenity, increases property values, is used as a selling point, benefits the dominant estate collectively, and is regulated, maintained, and controlled by the LPOA through relocation approvals, fencing requirements, rules, and maintenance activity. These facts place the LPOA—not individual property owners—squarely in the position of controller, administrator, and beneficiary of the Bridle Path easement system.

V. Conclusion: In L'Esprit, the LPOA Is the Entity That Holds the Maintenance Duty

A. The governing documents, Kentucky easement law, and the practical facts all point to the same conclusion: Bridle Path maintenance is an LPOA responsibility, not an individual servient-owner responsibility. Article 5, Section 5.04 of the Declaration requires the Association's Bylaws and Rules to address the operation, maintenance, repair, and use of the Bridle Path, and the Declaration also gives the LPOA authority over relocation approvals, fencing requirements, use restrictions, enforcement, and rulemaking.

B. Kentucky law places responsibility on the party that holds, administers, controls, and benefits from the easement system. The servient owner's duty is generally noninterference, not affirmative maintenance. Here, the LPOA regulates users, requires paperwork and tags, receives hazard reports, reserves closure authority, approves relocations, and has arranged or discussed maintenance. Those facts show Association-level control and support an Association-level maintenance duty.

C. Accordingly, the LPOA should not rely on "use at your own risk" language, statutory references, hold-harmless paperwork, tag requirements, or case-by-case responses as a substitute for the maintenance framework required by the Declaration. The Association should adopt written provisions for inspection, maintenance, repair, temporary

closure, hazard reporting, recordkeeping, and notice to affected servient-estate owners so the Bridle Path can be located, maintained, repaired, and safely administered.

VI. Recommendations for LPOA Action.

Based on the above governing documents and what this author understands from the above cited easement law, the following are this author's recommendations:

VI.A. Obtain Attorney Opinion(s) for this Position Paper. For Bridle Path issues, the LPOA should seek professional attorney(s), who are experienced in Kentucky easement law, to review this Position Paper, identify any flaws, and provide to the Board the answer to the question, **Who is responsible for maintenance of the Bridle Path?** Ask attorney(s) to cite all known related law, including but not limited to *easement law*, *negligence law*, *trespassing law*, and then make a dated, written Legal Opinion, for the Board to share with LPOA membership, on the Bridle Path Provisions of the Bylaws. A full complement of Board directors and officers shall pass a motion as to whether Board shall accept this Attorney Opinion as their Policy.

VI.B. Send this Position Paper to all members for debate as soon as possible after the July Board meeting, but not later than 60 days before the November 12, 2026 membership meeting, asking members to share their comments as to this author's recommended Bridle Path Provisions in the LPOA By-Laws of Attachment A.

VI.C. Require written legal advice/opinions supported by specific law, regarding Bridle Path easement matters, citing appropriate easement law. The LPOA should require that general legal advice concerning Bridle Path location, maintenance, repair, closure, relocation, enforcement, owner obligations, liability, or interpretation of governing documents be provided in writing so the Board, future annual Boards, Bridle Path Committee, affected property owners, and future decision-makers have a clear record of the advice relied upon. This need is demonstrated by a recent dispute regarding legal invoices. On May 20, 2026, the author emailed Bridle Path Chair Doug Jansen, with copies to LPOA directors and officers, regarding the subject "LPOA Misinterprets a 5.04 Bridle Path Provision." The email explained the author's concern that Article 5.04's general tract-maintenance language was being misread as assigning Bridle Path easement maintenance to servient-estate owners, and requested that LPOA obtain a written legal determination from an attorney experienced in easement law. As of the date of this paper, the author has not received a substantive written response or attorney opinion addressing that request.

VI.D. Require minimum legal-billing data in Attorney Invoices. Legal-billing records should identify, at a minimum, the invoice date, billing period or date of work, attorney or law firm, matter category, person or entity represented, capacity represented, payer or funding source, insurer involvement if any, amount billed, and amount paid. The procedure should require each legal-invoice, legal-billing, or legal-

expense records request to receive a Board-authorized response identifying what non-privileged billing information will be produced, what specific information is withheld or redacted, and the legal basis for each withholding or redaction. If the Association changes attorneys or law firms during the reported years, legal-expense summaries should identify the attorney or law firm associated with each invoice or billing period.

VI.E. Adopt legal-records transparency procedures. The Board should adopt written procedures for attorney invoices, legal-billing records, and legal-expense records so members can determine, without privileged legal analysis, what legal matters generated Association expenses and what authority supports any withholding or redaction.

VI.F. Adopt a written record requests-response procedure. For By-Laws Article X records requests from LPOA members, require each request to be submitted to the appropriate official who has the file and/or the appropriate By-Laws official enumerated in the By-Laws VIII Officers, e.g. Treasurer for the Bylaws

VI.G. Require Board-controlled withholding or redaction decisions. The Board, not Association counsel acting alone, should decide or expressly authorize any denial, withholding, or redaction of legal-billing records. The Board may rely on legal, accounting, insurance, or other appropriate professional advice, but the Board record should identify the authority relied upon and provide a non-privileged explanation to members. An example to support this recommendation is the June 9, 2026 letter and attachment. Those illustrate the need for matter-level legal-billing transparency because broad annual totals for “LPOA Attorney Fees” and insurance expenses do not show which legal matters, lawsuits, attorneys or law firms, represented capacities, insurance claims, or Association decisions produced the expenses, and may cause members to misunderstand whether one Bridle Path dispute, multiple lawsuits, insurance-defense matters, or other legal matters drove the costs.

VI.H. Rescind the Bridle Path Chair’s August 1, 2025 letter and its incorrect reading of the Declarations and statement saying the (servient estate) property owner had the duty to maintain their adjoining Bridle Path sections. That is, rescind the Bridle Path Chair’s August 1, 2025 letter that states, “It is stated in the L’Esprit POA covenants, Article 5. 5.04 paragraph 2, that you’re responsible for the Bridle Path on your property. If you are unable to maintain your portion of the Bridle Path, please contact me and we can arrange for the work and bill you...”

VI.I. Commission/Hire a Licensed Surveyor. The LPOA should retain a licensed land surveyor to:

VI.I.1. Identify and mark the existing Bridle Path easement with ground markers using the recorded Plat. Ensure that the entirety of all Bridle

Path easement boundaries are identified with ground markers at every corner and turn. The price for such surveying may be substantial, but probably much less than the lawsuits have already caused and prospective lawsuits will cause, and mitigate the experienced rise in insurance rates, for both individual servient owners/mandatory members and the Association, and mitigate the unpleasant situation of neighbors suing neighbors for which L'Esprit & LPOA has developed quite a reputation in the Courts and with insurers. Reportedly insurance premiums have risen to \$10,000 per year. In 2026, the LPOA issued a Special Assessment for legal fees, rescinded for reasons not stated; pending re-assessment. In a Henry County case 23-CI-00182, on July 16, 2024 the Court recognized that a particular L'Esprit party (Mr. Suna / Sunanza, Inc) was involved in multiple court cases, stated, "It should be noted that Plaintiff Mark Suna is involved in four or more lawsuits involving the L'Esprit Property Owner's Association." For many years since 2011, the annual Boards have arbitrarily prorated LPOA's expenses in issuing mandatory assessments to LPOA mandatory members.

VI.I.2. Make an updated Bridle Path map, labeling a) the Declarations undefined "outside perimeter" of the Bridle Path as shown on the existing Plat, and b) also any lawfully recorded Bridle Path relocation documents, for LPOA to update the Plat in the Oldham County and Henry County clerks' offices and post on the LPOA website. Updating Plat would fill in the current gap of acres of individual tracts on the Plat vs PVA offices. (Some initial tracts' boundaries included one side of their adjoining road, but when those tracts were sold, their acreage/square footage no longer included half the road. Tradition is that so these acres are reflected in PVA records, but they were never posted in a Plat amendment.)

VI.J. Amend the existing By-Laws, adding Attachment A's proposed By-Laws Amendment and motion for the November 12, 2026 general membership meeting, and/or a).

VI.K. Re-write the Rules and Regulations, using the above Guidance, to implement, remain subordinate to, and not replace or contradict the amended Bylaws. Attachment B provides the author's recommended revised Rules & Regulations framework, including the following subjects:

VI.K.1. Keeping operational matters, but revising as needed to remain consistent with, and subordinate to, the Declaration and amended Bylaws.

VI.K.2. Newly Address Property "Renters". The current Rules use "lessee" language but do not clearly state whether property renters, as authorized vs unauthorized users, are treated with the same user authority as lessees, guests, permanent guests, sub-lessees, or a separate category. The amended Bylaws should require the Rules to define each category and state who may use the Bridle Path, what documentation is required, whether the property owner must approve or accompany the person, whether tags may be issued, and whether any category may delegate Bridle Path privileges to another person.

VI.K.3. Delete the “fines” option in the Rules & Regulations, as the Declaration does not provide for fines as an enforcement method.

VI.K.4. Keep these subjects of the current Rules & Regulations in implementing new By-Laws Bridle Path Provisions: closure authority; hazard and obstruction reporting; enforcement, suspension authority; recordkeeping of user paperwork and incident reports; tag-system authorization and enforcement; Bridle Path Committee Chair authority; authorized-user categories; statutory warning or disclaimer language; reporting of illegal activity; and any provision that defines Association responsibility for inspection, maintenance, repair, closure, reopening, relocation, or notice to affected servient-estate owners.

VI.L. Define & specify minimum signage on Bridle Path easement (not on the abutting private land) including, as a minimum, “NO TRESPASSING” signs warnings at each and every entrance, on each side of the road where the Bridle Path cross a road, for unauthorized use and possible dangers for novice riders and walkers.

VI.M. Revise the recorded Plat to be consistent with PVA records. The LPOA should obtain a separate survey or mapping comparison showing differences between the recorded Plat and current PVA acreage records, especially where those differences may affect voting, assessments, Bridle Path location, or claims based on acreage.

VI.N. Invite member review and improved motions. Members with practical Bridle Path experience, especially horse riders and current or former Bridle Path Committee Chairs, should review Attachments A and B and propose improvements that preserve a systematic approach to Bridle Path safety, maintenance, documentation, and user procedures. If another member offers an improved motion in advance, and the author agrees that it better addresses these issues while remaining consistent with the Declaration, the author of this paper is willing to withdraw or not pursue her own motion in favor of the improved motion.

VI.O. Consider the recommendations herein, and set Bridle Path policy and make Bridle Path action only upon Board passed meeting motions documented in approved minutes that are published on the LPOA website (www.lesprit.org) and if any, the supporting professional legal Opinion.

VI.O.1. Require a user-based Bridle Path Committee. The Bylaws should provide that the Bridle Path Committee consist primarily of L'Esprit property owners who personally use the Bridle Path and understand its practical condition, safety concerns, access issues, and maintenance needs.

VI.O.2. Establish the Bridle Path Committee as a standing committee or require annual Board appointment. Because the Bridle Path exists in the recorded Plat and Declaration as a continuing community easement amenity, the Bylaws should establish the Bridle Path Committee as a standing committee for as long as the Bridle Path remains part of the recorded Plat and governing documents. Alternatively, if the Committee is not established as a standing committee, each newly elected Board shall appoint the Bridle Path Committee members, Chair, and

Board liaison or representative at the new Board's organizational meeting where officers, committee chairs, and other Board officials are elected or appointed, and the appointment shall be reflected in Board minutes identifying the Committee's duties, reporting obligations, and authority limits.

VI.P. Set a Bylaws Amendment preparation and notice schedule. The Board should immediately assign responsibility for preparing a proposed Bridle Path Bylaws Amendment in time for Board review, attorney review, and presentation to the membership at the next annual membership meeting. Under Bylaws Article XI, any proposed amendment must be presented to the membership "not less than 45 days" before the meeting. If the annual membership meeting is held on November 12, 2026, the proposed amendment should be provided to the membership for review no later than September 28, 2026. If the meeting date changes, the 45-day deadline should be recalculated from the actual meeting date. The Board therefore should complete internal drafting, review, approval, and mailing or delivery early enough to meet that deadline.

VI.Q. Require Horse Riders to Wear Helmets. Bridle Path needs were identified to the Bridle Committee Chair almost a year and a half ago, by mandatory-LPOA Member & previous Board member John Underwood on his website at [6e369f_647982f7ec3c48a4928a00614217c40c.pdf](#) where he posted his February 26, 2025 letter to the Bridle Committee Chair Doug Jensen. His idea (not that of this author of this Paper) for Bridle Path riders to wear helmets makes much common sense.

VI.R. Improve the Bridle Path website section. The LPOA should reorganize the website so ordinary private-tract maintenance is separated from Bridle Path easement maintenance. The Bridle Path section should include current Rules, user forms, tag instructions, authorized-user categories, reporting contacts, reportable-condition forms, closure and hazard notices, recorded-easement maps/current Plat, Bridle Path maintenance and repair records including volunteer work locations and dates, Bridle Path budgets and contracts, and a current insurance summary addressing Bridle Path use, maintenance, volunteers, contractors, and claims arising on or near the easement.

VI.S. Current contact information for all LPOA officials and their LPOA position titles (including Committee members) should appear in only one (now website has two places) official website location and should be updated whenever officers, committee chairs, liaisons, forms, insurance, closures, or rules change.

VI.T. Adopt a written volunteer-cleanup and hazardous-equipment policy. The Board should adopt written procedures for any Bridle Path cleanup day or volunteer maintenance activity before volunteers are invited. Those procedures should identify the work scope, affected Path section, permitted and prohibited tools, required written insurance confirmation, safety limits, qualified supervisor or contractor requirements, volunteer acknowledgment and safety forms, first-aid and emergency-readiness requirements, notice to affected servient-estate owners, and post-work records.

VII. Bylaws VERSUS Rules & Regulations Serve Different Functions.

VII.A. The Declaration Article 5, Section 5.04 Requirement. Article 5.04 requires that both its subordinate Bylaws and the Rules & Regulations to contain provisions for Bridle Path operation, maintenance, repair and use.

VII.B. Different functions, generally. These two required documents should not be treated as interchangeable. The Bylaws should contain the governing framework, authority, duties, notices, maintenance obligations, and legally significant duties. Conversely, the Rules and Regulations should implement that framework through day-to-day operating details.

VII.C. Subjects that should be placed in, or expressly incorporated by, the Bylaws include:

1. closure authority;
2. hazard reporting and response;
3. maintenance responsibility;
4. repair authority and responsibility for repair costs;
5. enforcement authority;
6. recordkeeping requirements;
7. notice to affected servient-estate owners;
8. budget treatment and expense reporting;
9. survey control and easement marking;
10. lawful relocation procedures; and
11. responsibility for inspections, expert recommendations, repairs, closures, and reopening.

VII.D. Subjects that may remain in the Rules & Regulations include:

1. authorized-user definitions;
2. paperwork requirements;
3. hold-harmless forms;
4. tag issuance, display, transfer, and misuse rules;
5. property renters, lessees, sub-lessees, permanent guests, and guests, including how those categories differ and what paperwork, tags, owner approval, and accompaniment requirements apply;
6. reporting contacts;
7. ordinary user conduct rules;
8. signage wording;
9. website instructions; and
10. day-to-day use procedures.

ATTACHMENT A

Motion to Add To LPOA By-Laws

BRIDLE PATH PROVISIONS

November 12, 2026

To comply with the L'Esprit Declaration Article 5, Para 5.04, I hereby make this motion in at least 60 days, from the November 12, 2026 general membership meeting, to amend the November 2025 Bylaws, by adding the following new section for the Bridle Path easement:

Bridle Path Provisions

For Operation, Maintenance, Repair, & Use

I. Authority, Purpose, and Association Responsibility. Pursuant to Article 5, Section 5.04 of the Declaration, the Association shall adopt and administer written provisions governing the operation, maintenance, repair, closure, hazard response, and use of the Bridle Path easement system. The LPOA shall administer, inspect, maintain, repair, close, reopen, mark, and regulate the Bridle Path as a community easement amenity through the Board, Bridle Path Committee, or other Board-designated representatives.

II. Hazard Reporting, Inspection, and Response. The Bridle Path Rules and Regulations shall address how any LPOA member or authorized user may report a suspected hazardous Bridle Path condition and how the Association shall inspect, classify, document, respond to, track, and close reported conditions when necessary.

A. Inspection and hazard response. The LPOA shall adopt written inspection and reporting procedures for erosion, washouts, drainage changes, unsafe footing, drop-offs, fallen trees, obstructions, encroachments, fencing conflicts, visibility problems, unauthorized alterations, and other hazards. Reported conditions shall be inspected, documented, and assigned a response, repair, closure, expert review, or other follow-up.

B. Process to assign repair priorities. The Bridle Path Committee Chair or designated committee member shall maintain a written repair-priority process for reported hazards, obstructions, erosion, drainage problems, washouts, unsafe footing, fence conflicts, encroaching Path sections, and other maintenance issues. Each reported condition shall identify the adjoining tract number, if applicable, and shall be classified as Emergency, High Priority, Routine Maintenance, or Monitoring Only.

C. Mandatory reporting and tracking forms. The LPOA shall provide mandatory forms for members and authorized users to report suspected unsafe, hazardous, obstructed, eroding, or encroaching Bridle Path sections and for tracking each known unsafe, closed, restricted, or pending-repair area until the repair is completed.

D. Reporting form contents. The Bridle Path Committee Chair shall maintain a form for reporting suspicious problem areas, post it on the LPOA website, and require it to identify the Path section, location, nearest adjoining tract, date reported, reporter's name, condition reported, inspection status, repair priority, responsible LPOA contact, contractor if assigned, status of repair specifications, estimated repair or review date, and completion status.

E. Repair-priority categories. The repair-priority list shall classify conditions as Emergency, High Priority, Routine Maintenance, or Monitoring Only.

F. Board review and expenditure tracking. The Board of Directors shall review open Emergency and High Priority repair-priority items at each regular Board meeting until resolved. The LPOA shall tie each Bridle Path expenditure to the specific listed repair item and Path section, including the related inspection report, repair specifications, contract, invoice, approval authority, funding source, and completion status.

G. Completed-repair archive. At least one edition of the repair-priority list shall preserve each reported condition and its completion date, so completed repairs remain traceable after removal from the active pending list.

H. Temporary closure. The Board, Bridle Path Committee Chair, or other Board-designated representative may temporarily close all or part of the Bridle Path when conditions make use unsafe or unreasonable. Closure notices shall identify the affected section, reason for closure, date, expected review or repair date if known, and reopening criteria.

III. Bridle Path Committee.

A. The Bridle Path Committee is hereby established as an LPOA standing committee and added to Bylaws Article IX, Paragraph 1. A new Article IX, Paragraph 6 shall be added for the Bridle Path Committee, and the existing Article IX, Paragraph 6, General Duties, shall be renumbered as Article IX, Paragraph 7.

B. Each newly elected annual Board shall make appointments for the Bridle Path Committee Chair and the Board's representative to the Bridle Path Committee.

C. The Bridle Path Committee shall consist primarily of L'Esprit property owners who personally use the Bridle Path. Committee members should have practical familiarity with trail conditions, safe equestrian and pedestrian use, access issues, unauthorized-use concerns, and maintenance needs.

D. Committee members are not required to act as Path enforcers, but they are part of a coordinated reporting network through which users, members, affected property owners, and LPOA representatives can report unauthorized use, unsafe conditions, access problems, closures, and maintenance concerns to the Association for documented follow-up.

E. The LPOA Treasurer, who prepares the Bridle Path budget, shall be a voting member of the Bridle Path Committee and attend Committee meetings to insure budget covers expected maintenance and repairs for the respective budget calendar year.

F. The Board may appoint additional non-user members or assistants or advisors when needed for governance, budgeting, legal, or administrative expertise.

IV. Authorized Users, User Forms, Acknowledgments, Records, Documentation, & Enforcement.

A. Authorized-use categories to be defined in Rules. The Bridle Path Rules shall define authorized-user categories and shall state the paperwork, tag, display, owner-approval, lease or rental documentation, accompaniment, annual registration, transfer, misuse, and reporting requirements applicable to each category.

B. Minimum content for user forms and acknowledgments. The Bridle Path Rules & Regulations and user acknowledgment forms shall include, at minimum, user-category identification, required paperwork, tag-display requirements, user-conduct rules, closure compliance, reporting contacts, risk acknowledgments, applicable statutory notices, and a statement that user acknowledgments do not waive the Association's separate duties to inspect, warn, close, repair, maintain, or document known Bridle Path conditions.

C. Enforcement and user records. The LPOA is authorized to suspend Bridle Path privileges, revoke or suspend tags, make trespass referrals, and take other enforcement measures consistent with the Declaration, the Bylaws, the Rules, and applicable law. The Bridle Path Committee Chair or Committee member designated to keep Committee records, shall maintain or forward to the LPOA Secretary user paperwork, tag records, hold-harmless forms, incident reports, unauthorized-use reports, enforcement records, and law-enforcement referral records. Any statutory warning, "use at your own risk" language, or hold-harmless form shall not eliminate the LPOA's separate duties to inspect, maintain, repair, close, warn, document, and administer the Bridle Path easement system.

V. Repair Authority, Standards, and Costs --Budgeting, Contracts, and Expense Reporting.

A. Bridle Path spending and contracting authority. The Board shall adopt written rules governing Bridle Path expenditures for supplies, equipment, services, inspections, maintenance, repairs, construction projects, storage of Bridle Path supplies and equipment, and related professional or contractor services. Those rules shall identify who may request expenditures, who may approve expenditures, who may sign contracts, when Board approval is required, what dollar limits apply to any officer, committee chair, committee, liaison, or Board-designated representative, and what documentation must be maintained before and after the expenditure.

B. Contracting officer. The Board shall designate in writing the officer, director, committee chair, committee member, manager, or other representative authorized to negotiate proposed Bridle Path contracts and issue written contract documents on behalf of the LPOA, subject to Board-approved dollar limits, scope limits, competitive-quote requirements, sole-source documentation, and any required Board approval before signature.

C. Competitive quotes and sole-source documentation. For Bridle Path maintenance, repair, construction, inspection, professional services, equipment, supplies,

storage, or related work above a Board-set dollar threshold, the LPOA shall seek competitive written quotes unless the Board determines that competition is impractical, unavailable, emergency-based, or not in the Association's best interest. If the Board approves a sole-source contract or noncompetitive purchase, the approval record shall identify the vendor, scope of work, affected Bridle Path section or adjoining tract if applicable, amount authorized, reason competition was not used, and the Board vote or approval authority relied upon.

D. No open-ended spending authority. A not-to-exceed budget authorization to the Bridle Path Committee, Chair, liaison, or other representative shall not authorize unidentified contracts, unidentified work locations, or unspecified categories of spending. Any authorization must identify the purpose, spending limit, affected Bridle Path section or adjoining tract if applicable, permitted spending categories, approval authority, and reporting requirements.

E. Section-specific expenditure reporting. Bridle Path expenditure records shall identify, for each commitment or payment, the vendor or contractor, contract date, person signing or approving the commitment, amount authorized, amount paid, work category, affected Bridle Path section, nearest adjoining tract or servient owner if applicable, inspection or repair-priority item addressed, funding source, completion status, and whether affected servient-estate owners received notice.

F. Records, budget, contracts, and annual report.

1. Required Bridle Path records. The LPOA shall maintain Bridle Path records, including surveys, plats, relocation documents, inspection reports, before-and-after work records, repair records, closure notices, expert reports, unauthorized-use reports, contracts, contract specifications, budgets, reserves, invoices, completion inspections, and expenditures.

2. Budget and expenditure detail.

Bridle Path budgets and expenditures shall be reported separately from general Association expenses and shall identify, for each expenditure, the vendor, contract date, LPOA official who signed the written contract, date approved by the Board or other approval authority identified in the Bylaws, date paid, amount paid, work category, specific Path section or Plat reference, purpose of the work, inspection or expert recommendation relied upon, contract or invoice reference, specifications relied upon, completion status, completion inspection, funding source, and whether affected servient-estate owners received notice.

G. Member access and annual report.

Contract specifications, inspection reports, before-and-after work records, invoices, and completion records shall be maintained with the Bridle Path records and made reasonably available to members unless counsel identifies a valid confidentiality, privilege, litigation, privacy, or security reason for limiting disclosure. At least annually, the LPOA shall report

to the membership on inspections, closures, pending and completed repairs, unresolved location or erosion disputes, contracts, and Bridle Path expenses.

H. Before-and-after work documentation.

1. Volunteer work authorization, safety limits, and records. The Board, the Bridle Path Committee Chair, or another Board-designated representative must authorize, invite, coordinate, and document any volunteer Bridle Path work before the work begins.

1.a. Required advance authorization details. The authorization must identify the affected Bridle Path section, recorded Plat reference or adjoining tract if applicable, work scope, date, safety limits, equipment or materials allowed, responsible LPOA contact, insurance-review requirements, and whether affected servient-estate owners received notice.

1.b. Volunteer cleanup days, hazardous work, and chainsaw limits. The Board shall approve any Bridle Path cleanup day before volunteers are invited.

1.b.1. Cleanup-day approval details. The approval shall identify the date, affected Path section, work scope, responsible LPOA supervisor or contact, permitted tools and equipment, prohibited work, written confirmation from the Association's insurance agent or carrier regarding applicable coverage, exclusions, limits, and required conditions for the planned volunteer activity and any hazardous-equipment use, and any required notice to affected servient-estate owners.

1.b.2. Hazardous-equipment limits. No volunteer may use a chainsaw, tractor, mower, weed-eater, power tool, or other hazardous equipment for Bridle Path work unless the Board has expressly authorized that equipment for that activity, confirmed in writing the applicable insurance coverage and conditions, and required the volunteer to sign a cleanup-day acknowledgment and safety form.

1.b.3. Restricted hazardous work. Volunteers shall not perform tree removal, bridge or drainage work, erosion repair, excavation, or work near unstable terrain unless the Board designates a qualified supervisor or contractor for that work.

1.b.4. Qualified supervisor. "Qualified supervisor" means a contractor, arborist, trail-maintenance professional, insured vendor, or other Board-approved person with documented training, experience, licenses or certifications if applicable, and authority to supervise the specific hazardous work. A person is not qualified merely because that

person is a volunteer, Committee member, property owner, or is generally “handy” with tools.

1.b.5. Qualified-supervisor approval record. Before approving hazardous volunteer work, the Board shall identify in writing the specific work requiring supervision, the person designated as qualified supervisor, the person’s relevant training, experience, license or certification if applicable, contractor or insured-vendor status if applicable, authority to stop unsafe work, and any limits on the person’s authority. The Board approval record shall state why the person is qualified for the specific work and shall attach or reference any available proof of insurance, license, certification, contractor status, or written safety qualification relied upon.

1.b.6. First-aid and emergency readiness. For any Board-approved volunteer cleanup day or hazardous volunteer work, the responsible LPOA supervisor or contact shall ensure that a basic first-aid kit is available at or reasonably near each active work section. The kit should include, at minimum, adhesive bandages, gauze pads, medical tape, antiseptic wipes, disposable gloves, a cold pack, and supplies appropriate for minor cuts, scrapes, and punctures. The Board-approved cleanup plan should identify the first-aid kit location, emergency contact method, cell-phone availability, nearest road-access point or address for emergency responders, and the person responsible for calling 911 if a volunteer is injured, becomes ill, faints, shows signs of heat illness, or experiences another urgent safety concern.

1.c. Volunteer authority limits. Volunteers do not serve as independent Path enforcers, repair decision-makers, or agents authorized to alter the Bridle Path location, enter private land outside the easement, remove survey markers, approve closures, or impose obligations on servient owners.

1.d. Post-work records. After volunteers complete the work, the responsible LPOA contact must prepare or collect a written record identifying who performed the work, what work they did, when and where they did it, what tools or equipment they used, whether any injury, near miss, property damage, or unsafe condition occurred, whether photographs are available, whether the work corrected the condition, whether additional repair or monitoring remains needed, and whether the LPOA notified affected owners and members.

2. For each Bridle Path project that is contracted out, volunteer work project, clearing project, repair, inspection-based correction, or safety-related maintenance activity, the LPOA shall maintain a written before-and-after record identifying the

affected Path section, recorded Plat reference or adjoining tract, condition before work began, work approved, contract or volunteer-work authorization, specifications or expert recommendation relied upon, person or entity performing the work, dates work was performed, completion inspection, photographs if reasonably available, condition after completion, whether the work fully corrected the condition, remaining restrictions or monitoring needs, amount paid or volunteer hours recorded, and notice given to affected servient-estate owners and members.

I. Suspend Fence maintenance enforcement when Path erosion prevents fence replacement. If erosion, drainage, washout, or Bridle Path deterioration undermines or threatens a fence on or adjoining a servient owner's tract so that the owner cannot reasonably repair or replace the fence, the owner should give written notice to the Bridle Path Committee Chair. During the period when Path-related conditions prevent reasonable fence repair or replacement, the owner's Declaration duty to repair or replace that affected fence section should be suspended, and the LPOA remains responsible for inspecting, repairing, stabilizing, closing, or lawfully relocating the affected Path section. The servient owner has no duty to cure the Association's failure to maintain the Bridle Path. The owner may, but is not required to, use reasonable temporary self-protection measures on the owner's own property, including "NO TRESPASSING" signs at the starting and ending fence posts of the affected area. If the LPOA's Path repair will require work under, beside, or affecting the fence line, the Bridle Path Committee Chair should give the servient owner written notice of the planned repair specifications and schedule so that the Path repair and any later fence repair or replacement will be compatible with the adjusted topography. The Bridle Path Committee Chair shall notify the servient property owner upon completion of the Path maintenance or repair.

VI. Trail-Maintenance Guide, Expert Guidance, and Committee Training.

A. Adopt Written trail-maintenance guide. For Bridle Path administration, the Board of Directors shall adopt a written Bridle Path trail-design, maintenance, drainage, erosion-control, footing, inspection, repair, closure, and reopening guide. The Board may adopt, adapt, or supplement recognized equestrian-trail guidance, including the USDA Forest Service/Federal Highway Administration *Equestrian Design Guidebook for Trails, Trailheads, and Campgrounds*, the Missouri Department of Conservation *Equestrian Trail Guidelines for Construction and Maintenance*, or comparable professional trail-maintenance and repair guidance. The Board or its designated website administrator shall post the adopted guide on the website to guide Bridle Path Committee members, Path users, and adjoining servient-estate property owners on how to look for and report unsafe or eroding noncompliant Path sections.

B. Contract incorporation and expert guidance. Written contracts for Bridle Path inspection, maintenance, repair, drainage, erosion-control, footing, construction, closure, or reopening work shall incorporate the Board-adopted trail-maintenance guide by reference or attach the applicable guide provisions, unless the Board states in the approval record why the guide does not apply. When technical conditions exist, the LPOA shall obtain or rely on appropriate expert guidance, and repair records shall identify the written guide, recommendation, method, contractor, date, and specifications relied upon.

C. Committee training and approval authority. If no Bridle Path Committee member has training or practical experience in equestrian trail maintenance, drainage, erosion control, footing, closure criteria, or trail-safety inspection, the Board shall require and finance at least one Board-designated Bridle Path representative to complete appropriate trail-maintenance training. The Bylaws shall identify the Board, officer, committee, or other approval authority authorized to approve Bridle Path inspections, contracts, repairs, emergency work, and expenditures, and shall identify who may sign written contracts on behalf of the Association.

VII. Survey Control, Recorded Location, Easement Marking, and Lawful Bridle Path Relocation. The Bridle Path location shall be determined solely by the recorded plats, plus any lawfully recorded relocation documents incorporated into a Plat amendment. PVA records, informal maps, worn paths, mowing lines, historic habits, or mistaken user travel shall not alter the legal location unless confirmed by recorded agreement, valid amendment, or court order.

A. Survey and marking. The LPOA Bridle Path Committee shall obtain and maintain a current licensed survey based on the recorded Plat and shall visibly mark the Bridle Path at reasonable intervals so users, adjoining owners, and maintenance personnel can identify the easement location.

B. Lawful relocation only. If erosion, waterway movement, maintenance failure, user drift, or trail wear affects the recorded Bridle Path, the LPOA shall inspect, repair, stabilize, close, or lawfully relocate the easement. The LPOA shall not treat adjoining private land as part of the Bridle Path without a recorded relocation agreement, valid amendment, or court order.

C. Notice to affected servient-estate owners. The LPOA shall give affected servient-estate owners reasonable advance notice of survey markings, relocation requests, inspections, proposed repairs, closures, reopenings, and work schedules involving Bridle Path sections on or adjoining their tracts.

D. Plat-based identification of unsafe or restricted sections. Any unsafe-section, closure, restricted-use, repair, or relocation notice should identify the affected Bridle Path section by reference to the recorded Plat, tract number or adjoining tract, nearest entrance or boundary marker, and beginning and ending points of the affected area.

VIII. Unsafe Sections, User-Safety Classifications, and Notices.

A. Unsafe-section list. The Bridle Path Committee Chair or designated committee member shall maintain a current list of known unsafe, closed, restricted, or pending-repair Bridle Path sections and make that list reasonably available to all members, not only registered Bridle Path users.

B. Pre-use closure notice. The LPOA shall maintain a current closure and restricted-section notice in a place users can reasonably check before entering the Bridle Path, including the Bridle Path section of the LPOA website and any other Board-approved notice method.

C. User-safety classifications. The LPOA shall regularly evaluate Bridle Path safety for all authorized and reasonably foreseeable users, including horses, experienced riders, novice riders, walkers, children, older users, less-experienced users, and persons whose balance, mobility, riding skill, or familiarity with horses may differ.

D. Warnings for limited-use sections. If a section is suitable for some users but presents a material risk to others, the LPOA shall identify that limitation by map, website notice, temporary sign, closure notice, or other reasonable warning.

E. Location details in notices. Notices for unsafe, closed, restricted-use, pending-repair, or relocation areas should identify the affected Bridle Path section by reference to the recorded Plat, tract number or adjoining tract, nearest entrance or boundary marker, and beginning and ending points of the affected area. Notice methods may include the LPOA website, member email notice, entrance notices, temporary signs at the affected section, map-based closure notices, or other reasonable methods.

IX. Bridle Path Legal Matters: Transparency, Conflicts, Insurance, and Member Records.

Scope of Section IX: These provisions are included in the Bridle Path Bylaws provisions because Bridle Path legal advice may affect both the Association's dominant-estate interests and the servient-estate property rights, boundaries, duties, defenses, insurance coverage, and litigation exposure of affected owners. The same transparency and conflict-disclosure principles may also be appropriate for other LPOA legal matters, but this Section applies as a minimum to Bridle Path matters.

Immunity, indemnification, and insurance are different concepts. Immunity means that a person or entity is protected from liability for a particular claim or risk. Indemnification means that the Association may pay or reimburse a covered person's defense costs, settlement, or judgment if governing documents, applicable law, an insurance policy, or a properly approved resolution authorizes that payment. Insurance defense means an insurer may provide or pay for a defense under the terms of an insurance policy. A statutory warning, insurance defense, or possible indemnification right does not itself decide who had the underlying duty to inspect, maintain, repair, close, warn, or document Bridle Path conditions.

Kentucky nonprofit law permits, but does not automatically require, indemnification in specified circumstances. See KRS 273.171(12). Any Association-funded defense, reimbursement, indemnification, or insurance-funded defense for an individual official should therefore identify the specific authority relied upon, including any governing-document provision, insurance policy, Board- or member-approved resolution, or applicable statute.

IX.A. Attorney relationship disclosure. Before the Board hires, renews, or materially expands the Association's relationship with any attorney or law firm for Bridle Path matters, each director, officer, Bridle Path Committee Chair, and Board-designated representative involved in the selection shall disclose any material prior or current relationship with the attorney or law firm. The disclosure shall occur before any Board

discussion, vote, engagement, renewal, payment approval, or material expansion of the attorney relationship. Disclosable relationships include prior legal representation, current or recent attorney-client relationships, family relationships, business relationships, financial relationships, employment or contractor relationships, campaign or advocacy relationships, substantial personal relationships, or any other relationship that a reasonable member could view as affecting independent judgment. The approved minutes, or a disclosure record attached to the minutes, shall identify the disclosure date, the person making the disclosure, the attorney or law firm involved, the general type of relationship disclosed, whether the relationship is current or prior, whether the person participated in discussion or voting, and any abstention or recusal. The minutes shall also record the Board's basis for concluding that the attorney selection serves the Association's interests.

IX.B. Legal-billing records and member access. The Association shall maintain legal-billing records that, at a minimum, identify the invoice date, billing period or date of work, attorney and law firm, matter category, person or entity represented, capacity represented, payer or funding source, insurer involvement if any, amount billed, and amount paid. The minimum billing data identified in this paragraph shall not be withheld from member inspection unless a court order, protective order, written insurance-policy restriction, Board-approved settlement confidentiality obligation, or specific statute or regulation requires withholding that particular data. The Association shall not withhold an entire legal invoice, billing record, or payment record from member inspection solely because the record contains attorney-client privileged, work-product, privacy, insurance-coverage, or litigation-strategy information. Instead, the Association shall make the non-privileged billing information reasonably available to members and may redact only the specific portions necessary to protect valid attorney-client privilege, work product, privacy, insurance-coverage restrictions, or litigation strategy. Each redacted or partially withheld record shall identify, in general non-privileged terms, the basis for each redaction or withholding category.

IX.C. Prior representation and conflict review. After receiving the disclosures required by IX.A, the Board shall not hire, renew, or seek Bridle Path legal advice from an attorney or law firm that has previously represented a director, officer, Bridle Path Committee member, affected servient-estate owner, or other materially involved person unless the disinterested directors first determine that the prior representation will not materially impair the attorney's independent representation of the Association. The approved meeting minutes shall identify the prior relationship in non-privileged terms, state who abstained or recused from discussion or voting, and record the Board's basis for proceeding. If the disinterested directors cannot make that finding or cannot form a quorum for that decision, the Board shall retain different Association counsel for the Bridle Path matter.

IX.D. Written legal advice and Association records.

IX.D.1. Written legal advice obtained for the Association shall be maintained with the Association's Bridle Path records, subject only to attorney-client privilege, work-product protection, conflict-of-interest limits, active-litigation strategy, written insurance-policy restrictions, court orders, protective orders, Board-approved settlement confidentiality obligations, or other specific legal prohibitions identified in the Board record.

IX.D.2. Routine legal guidance concerning Bridle Path governance, maintenance, safety, survey control, closure, repair, relocation, and member notice shall be summarized or made available to the membership when disclosure would not waive a valid privilege, reveal protected work product, violate a court order or protective order, breach a written insurance-policy restriction or Board-approved settlement confidentiality obligation, or materially harm the Association's legal position.

IX.E. Attorney role and member communications. Association counsel advises the LPOA through its Board of Directors; counsel does not decide Bridle Path policy, approve repairs, determine member rights, or speak for the Association unless the Board expressly authorizes that communication. The Board remains the decision-maker and may rely on legal, insurance, survey, engineering, maintenance, financial, and member input in making Bridle Path decisions. Members should direct Bridle Path legal questions, records requests, and governance concerns to the LPOA President unless the Board designates the Bridle Path Committee Chair as the contact for a specific Bridle Path administrative matter. Association counsel should not communicate directly with individual members about Bridle Path legal matters unless the Board authorizes the communication, identifies the purpose and scope of the communication, and records that authorization in approved minutes. When the President, Bridle Path Committee Chair, or other Board-designated representative communicates a Bridle Path decision or takes a Bridle Path action based materially on written Association legal advice, the Board record shall identify the date, subject, and general non-privileged description of the legal advice relied upon. The Association shall attach the written legal advice to the Board record or make it available to members only when disclosure would not waive a valid privilege, reveal protected work product, violate a court order or protective order, breach a written insurance-policy restriction or Board-approved settlement confidentiality obligation, or materially harm the Association's legal position. When the Association withholds the written advice, the Board shall provide a non-privileged summary sufficient to identify the decision, the legal issue addressed, and the authority relied upon, without disclosing privileged legal analysis.

X. Signage, Website Notice, and User Instructions.

A. Signage and website notice. The LPOA shall post clear, legible entrance signs identifying the Bridle Path as authorized-use only and directing users to current Rules, reporting contacts, required forms, tags, maps, and closure information on the LPOA website.

B. User instructions and non-confrontation rule. The Rules and website instructions shall direct users, residents, and employees not to confront suspected unauthorized users and to report unauthorized use, hazards, or illegal activity through the reporting procedures identified by the LPOA.

C. Minimum Bridle Path website information. The LPOA website shall identify current Rules, reporting contacts, required forms, available easement maps, current closures, and other information required by these Bylaws and the Rules.

XI. Cameras and Recording Policy.

A. Owner-installed cameras. Property owners may use lawful cameras on their own property, including fences, gates, barns, paddocks, driveways, and adjoining Bridle Path areas, to document suspected trespass, vandalism, property damage, unauthorized Path use, unsafe activity, or possible criminal routes of travel. Cameras should not be aimed into another person's home, windows, interior living areas, or similarly private spaces.

B. LPOA-installed entrance cameras and recording policy. The LPOA should evaluate and, where lawful and appropriate, install cameras or monitoring devices at Bridle Path entrances and other Board-approved Bridle Path access points to document unauthorized use, repeated access violations, vandalism, dumping, property damage, unsafe activity, or possible criminal routes of travel. Before activating any LPOA camera or monitoring device, the Board shall adopt a written policy identifying each approved location, the purpose for that location, who may access recordings, how long recordings will be retained, when recordings may be reviewed, when recordings may be provided to law enforcement, and how recordings will be protected against misuse.

XII. Implementation: Conforming Rules, Forms, and Website Notices. Upon passing the Bylaws amendment to comply with the Declaration-required Bridle Path provisions, the LPOA shall conform the Bridle Path Rules & Regulations, user forms, and website notices to the amended Bylaws so that those documents implement, but do not replace or contradict, the Bylaws.

SUMMARY

The above is LPOA's first maintenance, repair, preventive maintenance provisions to the LPOA By-Laws. This does not supersede any past By-Laws provisions for same. Those provisions should ensure a systematic approach to ensure all sections of the Bridle Path are continually safe to walk or ride on, by both novice and experienced horse riders, or add warning signs for those not experienced in horse riding, and close unsafe sections. Rescind any and all Board officials' communications that has said that servient-estate property owners are required to maintain any parts of the easement Bridle Paths.

This set of Bylaws provisions for the Bridle Path was motioned, seconded, and passed by a quorum of members at the November 12, 2026 general membership meeting.

Name (Printed or typed) _____
LPOA President or Secretary

Signature _____

ATTACHMENT B

Suggested

Bridle Path Rules & Regulations

Based on Attachment A's Proposed Bylaws

_____, 2026

I. Purpose, Authority, and Scope. These Bridle Path Rules & Regulations are adopted to implement the Declaration and Bylaws provisions governing Bridle Path operation, maintenance, repair, and use. These Rules distinguish between Association administrative duties and user duties. The Board, Bridle Path Committee, or other LPOA representatives are responsible for signage, website notices, forms, records, maps, closures, and administrative procedures. Users are responsible for following the Rules, displaying required tags, obeying closures and warnings, yielding to horses, controlling dogs, reporting observed unsafe conditions, and not confronting suspected unauthorized users. Although ordinary users, members, and Committee participants are not expected to act as Path enforcers, their reporting duties contribute to a coordinated reporting network for unauthorized use, unsafe conditions, hazards, closures, and other Bridle Path concerns. These Rules include both: (1) user-facing rules for authorized users, guests, walkers, hikers, riders, lessees, and permanent guests; and (2) administrative procedures for the Bridle Path Committee, Board, and Association representatives responsible for reporting, documentation, tags, notices, closures, records, and day-to-day administration. If these Rules conflict with the Declaration or Bylaws, the Declaration and Bylaws control.

II. DEFINITIONS.

A. Authorized users: "Authorized users" of the Bridle Path are: 1) a L'Esprit property owner; 2) a lessee/boarder of the property with the one-year minimum lease on file with the LPOA Bridle Chair; 3) a guest of the L'Esprit property owner.

B. Lessee: "Lessee" means a person under a signed lease with the property owner for a term of one year or more. A lessee must be recorded on the lease with the property owner. The lease must include, but is not limited to, stall/field/paddock rental and house/room/space rental. A lessee may not delegate any member rights for the Bridle Path to his/her sub-lessees or to any other person/entity.

C. Guest: "Guest" means an invitee of a property owner who does not have member rights. A guest riding the Bridle Path must be accompanied by the property owner at all times.

D. Permanent guest: "Permanent guest" means an invitee of a property owner who is permitted to ride the Bridle Path without a property owner present after annual

registration. A property owner may have up to two tags for a permanent guest, which is included in the total tag allotment.

E. Sub-lessee: “Sub-lessee” means a person who leases from a lessee and does not lease from the property owner. This includes, but is not limited to, boarders of a lessee, field/paddock/stall rental from a lessee, and house/room/space rental from a lessee. A sub-lessee may NOT use the Bridle Path.

F. Unauthorized users: “Unauthorized users” include any person who is not an authorized user under these Rules, including but not limited to: renters or occupants with less than a one-year agreement or no written agreement; horse trainers; barn, farm, or property managers; horse owners boarding their horses on L’Esprit property; employees of servient-estate property owners; and contractors hired for work other than Bridle Path maintenance or repair, unless that person separately qualifies as an authorized user and has completed the required paperwork and tag requirements.

III. Paperwork and Registration Requirements.

A. Required Forms and Acknowledgments. Before receiving a Bridle Path tag or using the Bridle Path as an authorized user, each person must submit the documents required for that person’s user category and type of use. Required forms may include any Board-approved tag request, Bridle Path Rules acknowledgment, Hold Harmless Agreement, farm-animal activity acknowledgment for equestrian users, pedestrian-use acknowledgment for walker-only or hiker-only users, lease documentation, permanent-guest registration, guest acknowledgment, or other required form adopted by the LPOA. Walker-only or hiker-only users are not required to sign an equestrian Hold Harmless Agreement unless the form is expressly written to apply to pedestrian use near horses and outdoor trail conditions.

B. Tag Issuance, Display, Transfer, and Misuse. Only L’Esprit property owners/LPOA members may register for and obtain Bridle Path tags. Property owners may be issued up to six Bridle Path tags based on planned usage and are responsible for proper tag use, display, and conduct by their authorized users. All authorized users must readily display assigned Bridle Path tags. Transfer, sharing, misuse, or non-display of tags may result in enforcement action consistent with the governing documents and applicable law.

C. Property Renters, Lessees, Sub-Lessees, Permanent Guests, and Guests. Each user category shall comply with the definitions, documentation, owner-approval, accompaniment, paperwork, tag, and registration requirements stated in these Rules. No person may delegate Bridle Path privileges to another person unless these Rules expressly allow that delegation.

D. Bridle Path Committee Chair contact information. The current Bridle Path Committee Chair is _____ at Email _____. See Board meeting minutes for any changes.

E. User Reporting of Unsafe Conditions and Unauthorized Use. Users must promptly report to the current Bridle Path Committee Chair any unsafe conditions they

observe or reasonably suspect while using the Bridle Path, including washouts, sinkholes, erosion, unsafe footing, exposed drop-offs, fallen trees or limbs, blocked passage, damaged or unsafe fencing affecting Path use, livestock-related safety issues, narrowing or drifting Path location, missing or damaged signs or markers, unauthorized alterations, suspected unauthorized use, dumping, vandalism, or other conditions that may affect safe or lawful Bridle Path use. Reports should identify the location, date, condition observed, reporter's name and contact information, and any available photos, videos, witness names, or other information. Users are not required to inspect the Path, perform repairs, confront suspected unauthorized users, or enter closed or unsafe areas to investigate. Illegal activity or emergencies should be reported to local law enforcement first and then to the Bridle Path Committee Chair when safe.

IV. Ordinary User Conduct Rules. All authorized users shall comply with ordinary user conduct requirements, including dog-control rules, yielding rules, closure notices, tag-display requirements, safe-use expectations, and restrictions applicable to their user category and type of use.

A. Dogs on the Bridle Path. Dogs are permitted on the Bridle Path by hikers/walkers only, must be on a leash, and hikers must be in control of dogs at all times.

B. Hikers and walkers yield to horses. Hikers and walkers must yield to all horses on the Bridle Path.

V. Signage Wording and Website Instructions. The LPOA shall maintain current Bridle Path signage, website instructions, Rules location, reporting contacts, available easement maps, and closure information for authorized users and affected property owners.

VI. Written Trail-Maintenance Guide. The LPOA shall use the USDA Forest Service/Federal Highway Administration, *Equestrian Design Guidebook for Trails, Trailheads, and Campgrounds*, as the initial written guide for Bridle Path trail-design, maintenance, drainage, erosion-control, footing, inspection, repair, closure, and reopening decisions. The guide may be obtained by searching the full title on the USDA Forest Service or FHWA Recreational Trails Program website.

VII. Day-to-Day Use Procedures. Authorized users shall follow day-to-day use procedures for access, tag display, guest accompaniment, reporting, closure compliance, dog control, yielding to horses, and safe conduct on the Bridle Path.

A. Lessee, guest, and permanent-guest requirements. Lessees, guests, and permanent guests shall comply with the definitions, documentation, owner-approval, accompaniment, paperwork, tag, and registration requirements stated in Sections II and III of these Rules.

B. Forms, filing, tags, and display. Users shall submit required documents and display assigned Bridle Path tags as required by Sections III and XII. Tags may be issued only after the documents required for the user's category and type of use have been submitted and reviewed.

VIII. Enforcement and Tag-Display Compliance.

A. Failure to abide by Bridle Path Rules & Regulations may result in suspension of the respective member's and all his or her guests', leases, etc right to use the Path.

B. Unauthorized use and tag-display compliance. Persons who use the Bridle Path without authorization, owner approval, required registration, or other required permission may be treated as unauthorized users and may be subject to lawful enforcement or trespass reporting when appropriate. Failure by an otherwise authorized user to display an assigned tag should ordinarily be treated first as a Rules-compliance issue, especially if tag size, visibility, or display location has not been clearly prescribed. Tag-display issues may support enforcement only when the facts show unauthorized use, misuse, transfer, sharing, refusal to identify authorization, or similar conduct. Servient-estate property owners and LPOA members should report unauthorized use to the Bridle Path Committee Chair and, when appropriate, to law enforcement.

IX. Closures and User Warnings. Users shall not enter any Bridle Path section that the LPOA has posted, listed, or otherwise identified as closed, restricted, unsafe, or pending repair. Before using the Bridle Path, users should check the Bridle Path section of the LPOA website or other current LPOA notice source for closed, restricted, or unsafe sections.

X. Reporting Illegal Activity or Emergencies. Report to local law enforcement first. When safe to do so, the reporting person, also should notify the current Bridle Path Committee Chair using the contact information posted on the Bridle Path section of the LPOA website or otherwise provided by the LPOA.

XI. Risk Acknowledgments and Notices.

A. Risk acknowledgment — outdoor trail conditions. Authorized users use the Bridle Path subject to inherent risks associated with outdoor trail conditions, including weather, terrain, erosion, washouts, uneven footing, fallen limbs, obstructions, wildlife, other users, and walking or riding near horses.

B. Farm-animal activity notice. Equestrian users acknowledge the inherent risks of farm-animal activities under KRS 247.401–247.4029, including risks associated with horses and farm-animal activity.

C. Walker and hiker risk acknowledgment. Walker-only and hiker-only users acknowledge the risks of pedestrian use on an outdoor trail where horses may be present. Users must comply with posted closures, warnings, tag requirements, dog-control rules, and yielding rules.

D. No waiver of Association duties. These risk acknowledgments do not eliminate the Association's separate duties under the Declaration, Bylaws, and these Rules to administer, inspect, warn, close, repair, maintain, or document known Bridle Path conditions.

XII. Board Approval, Required Forms, and Submission Instructions. The Board-approved Bridle Path Rules & Regulations shall identify each required user form, acknowledgment, tag request, lease document, permanent-guest registration, and any other required

submission. Users shall submit required forms to the current Bridle Path Committee Chair using the contact information posted by the LPOA. The LPOA President or Secretary shall sign or certify these Rules & Regulations after Board approval and these shall state the dates of the Board meeting where minutes state that the Board approved these Rules and Regulations.

XIII. Volunteer cleanup-day acknowledgment and safety form. Each volunteer participating in a Board-approved Bridle Path cleanup day shall sign a form identifying the date, work location, approved work scope, permitted tools, prohibited work, emergency contact method, first-aid location, safety instructions, and any hazardous-equipment authorization applicable to that volunteer.

The above Bridle Path Rules and Regulations were approved by the Board of Directors at their _____20____ meeting.

Name (Printed or typed)_____

Signature _____
President or Secretary, L'Esprit Property Owners Association, Inc.
Board of Directors

Signature Date_____

ATTACHMENT C

Bridle Path User Acknowledgment and Forms

1. **Name of User:** _____
2. **User category**
3. **Type of use**
 - rider/equestrian
 - walker/hiker only
 - guest
 - permanent guest
 - lessee
4. **Required documents checklist**
5. **Tag acknowledgment**
6. **Rules acknowledgment.** I, _____, acknowledge that I have received, read, and agree to follow the L'Esprit Bridle Path Rules & Regulations applicable to my user category and type of use.
7. **Dog-control and yielding acknowledgment**
8. **Closure and warning acknowledgment.** Users must comply with posted closures, warnings, tag-display requirements, dog-control rules, yielding rules, and reporting procedures.
9. **Reportable conditions acknowledgment.** I understand that users must promptly report unsafe, hazardous, obstructed, eroding, encroaching, or otherwise concerning Bridle Path conditions that they observe or reasonably suspect while using the Bridle Path. I also understand that users are not required to inspect the Path, perform repairs, confront suspected unauthorized users, or enter closed or unsafe areas to investigate.
10. **Illegal activity / emergency reporting.** Illegal activity or emergencies should be reported to local law enforcement first; when safe, the reporter should also notify the current Bridle Path Committee Chair using the contact information posted by the LPOA.
11. **Risk acknowledgments.**
 - A. outdoor trail conditions
 - B. **Farm-animal activity notice for equestrian users.** Equestrian users acknowledge the inherent risks of farm-animal activities under KRS 247.401 to 247.4029, including risks associated with horses, farm-animal activity, riding, handling, mounting, dismounting, leading, boarding, feeding, and interactions with horses or other farm animals.

- C. **Pedestrian-use risk acknowledgment for walkers/hikers.** Walker-only and hiker-only users acknowledge the risks of pedestrian use on an outdoor trail where horses may be present, including weather, terrain, erosion, washouts, uneven footing, fallen limbs, obstructions, wildlife, other users, and walking near horses.
12. **No waiver of Association duties.** This acknowledgment does not waive or eliminate the Association's separate duties under the Declaration, Bylaws, Rules and Regulations to administer, inspect, warn, close, repair, maintain, or document known unsafe Bridle Path conditions.
13. **Path User Under Age 18.** A "Path User Under Age 18" means any person under 18 years old who seeks to use the Bridle Path as an authorized user, guest, permanent guest, lessee-related user, walker, hiker, or equestrian user. Each Path User Under Age 18 who is old enough to read, understand, and follow the Rules should complete and sign a separate User Acknowledgment Form. A parent or legal guardian must also co-sign the form for each Path User Under Age 18 and accept responsibility for that user's compliance. If a Path User Under Age 18 is not old or mature enough to understand and follow the Rules, that person may use the Bridle Path only under direct supervision of a responsible adult authorized under the Rules, and only if the Rules permit that use.

Signature: _____

Name (Print): _____

Parent / Guardian/Parent Signature (if User is under 18 years old): _____

Parent / Guardian Printed
Name: _____

Address: _____

Date: _____

Phone _____

Tract #: _____

USERS: PLEASE SUBMIT THIS USER ACKNOWLEDGMENT FORM, together with any required Bridle Path Rules & Regulations acknowledgment, tag request, lease documentation, permanent-guest registration, pedestrian-use acknowledgment, farm-animal activity acknowledgment, or other required form, to the current Bridle Path Committee Chair

using the contact information posted on the Bridle Path section of the LPOA website or otherwise provided by the LPOA.

Board Approval and Certification. This Bridle Path User Acknowledgment Form, together with any related Board-approved Bridle Path Rules acknowledgment, tag request, pedestrian-use acknowledgment, farm-animal activity acknowledgment, and other required user forms attached to or incorporated with it, was approved by the LPOA Board of Directors at its meeting held on _____, 20____.

For the L'Esprit Property Owners Association, Inc.:

Name: _____

Title: Secretary or Authorized LPOA Officer _____

Signature: _____

Date: _____

ATTACHMENT D

LETTER TO BRIDLE PATH USERS

(Replaces May 7, 2024 Letter From Bridle Path Chair Doug Jansen and Elizabeth Rapaport to “L’Esprit Property Owner” on the LPOA website)

[Date_____]

Dear L’Esprit Property Owner,

The L’Esprit governing documents establish the Bridle Paths as recorded easements for authorized use. Because the Paths cross or adjoin private property, all users must comply with the Declaration, Bylaws, Bridle Path Rules & Regulations, posted notices, and any required forms or tag procedures that the LPOA adopts.

Before any person uses the Bridle Path or receives a Bridle Path tag, that person must complete and submit the required user forms according to the Bridle Path Rules & Regulations. The LPOA may require different forms depending on the person’s user category and type of use. The Rules & Regulations authorize user categories for these persons:

- L’Esprit property owners;
- qualifying lessees or boarders with the required one-year lease on file;
- guests of L’Esprit property owners;
- registered permanent guests; and
- any other category expressly approved under the Rules.

Persons who do not qualify as authorized users may not use the Bridle Path and will be considered trespassers. Authorized users must first satisfy the applicable Rules and paperwork requirements. This includes, unless otherwise authorized under the Rules, renters or occupants without the required one-year agreement, sub-lessees, horse trainers, barn or property managers, boarded horse owners, employees, contractors not performing approved Bridle Path maintenance or repair, and other persons who do not independently qualify as authorized users.

All users must read and follow the Bridle Path Rules & Regulations. The LPOA may require equestrian users to sign a Hold Harmless Agreement or farm-animal activity acknowledgment. The LPOA may require walker-only or hiker-only users to sign a Bridle Path Rules acknowledgment and any pedestrian-use acknowledgment. A Path User Under Age 18 who is old enough to understand and follow the Rules should sign that user’s own

acknowledgment, and a parent or legal guardian must also co-sign and accept responsibility for that user's compliance.

In general, users are responsible for following the Rules, submitting required forms, displaying required tags, checking for current closures or warnings before using the Path, yielding to horses, controlling dogs as required by the Rules, reporting unsafe conditions they observe or reasonably suspect, and avoiding confrontation with suspected unauthorized users.

The purpose of these reporting duties is not to make users, members, or Committee participants personal Path enforcers. Instead, timely reports from users, members, adjoining owners, and LPOA representatives help create a coordinated reporting network so the Association can identify unauthorized use, unsafe conditions, hazards, closures, and maintenance concerns and respond through documented procedures.

The LPOA Board of Directors issues Bridle Path tags only as the Rules provide. Users must display required tags in the manner the Rules specify. The LPOA should ordinarily treat an otherwise authorized user's failure to display an assigned tag first as a Rules-compliance issue. Unauthorized use, tag sharing, misuse, refusal to identify authorization, or use without required permission may result in enforcement action or referral to law enforcement when appropriate.

Before using the Bridle Path, users should check the Bridle Path section of the LPOA website or other current LPOA notice source for closed, restricted, or unsafe sections.

Users must promptly report unsafe conditions, hazards, obstructions, erosion, suspected unauthorized use, vandalism, dumping, or other Bridle Path concerns that they observe or reasonably suspect while using the Path. Users shall not confront suspected unauthorized users, or enter closed or unsafe areas to investigate, but instead should report the concern to the Bridle Path Committee Chair.

Kentucky law addresses willfully removing or damaging boundary markers. See KRS 433.770. Users, members, contractors, and adjoining owners should not remove, move, damage, obscure, or disturb survey markers, pins, monuments, stakes, or Bridle Path boundary markers except by a licensed surveyor or as otherwise allowed by law.

Walkers and hikers must yield to horses. Users may bring dogs only as the Rules allow and must keep dogs leashed and under control. If an incident involving a horse, dog, pedestrian, or other immediate safety concern becomes an emergency, users should report the emergency to local law enforcement first and then notify the Bridle Path Committee Chair when safe.

Users may not use the Bridle Path for commercial purposes unless the governing documents and Rules expressly authorize that use. Boarding facilities should not advertise or sell Bridle Path access as part of a boarding package unless the person using the Path independently qualifies as an authorized user and satisfies all applicable requirements.

The LPOA should maintain current Bridle Path Rules, required forms, contact information, tag instructions, closure notices, and reporting procedures on the Bridle Path section of the LPOA website and update them when officers, committee chairs, forms, or requirements change.

Thank you for helping keep the Bridle Path safe, properly used, and respectful of adjoining property owners.

This Board letter to property owners was approved by the LPOA Board of Directors at its meeting held on _____, 20____.

**Name (Printed or
typed)**_____

Signature _____
**President, Vice President, or Board-Designated Officer
Board of Directors**

Signature Date_____