

## ACCEPTANCE OF LIABILITY FOR TRIMMING OF VEGETATION

**WHEREAS**, the Declaration of Prospect Point Planned Unit Development (“Declaration”) dated October 25, 1974 was recorded on November 1, 1974, at Liber 73, page 794, et seq. of the Kenton County Clerk’s records at Covington, Kentucky; and

**WHEREAS**, Prospect Point Homeowners Association, Inc. (the “Association”) is a Kentucky not-for-profit corporation organized to own, administer, and maintain the Common Areas and maintain certain portions of the exterior of the Multi-Family Structures in the Prospect Point community;

**WHEREAS**, \_\_\_\_\_ is/are the owner(s) of the Lot described in Exhibit “A” (the “Owner”);

**WHEREAS**, the Owner desires to procure the trimming or cutting of the natural growth of vegetation on the Common Area adjacent to and behind the Owner’s Lot in order to preserve or restore the Owner’s view;

**NOW THEREFORE**, intending to be legally bound, the Owner as identified below by their signature warrants, covenants and promises as follows:

1. I understand that due to the location of my Living Unit and the grade of the land adjoining such Living Unit, that the removal of any vegetation may result in increased erosion.
2. Should such erosion occur, I understand that it could structurally or otherwise affect my Living Unit as well as other Living Units and Multi-Family Structures, including decks, patios, Common Areas, and personal property in Prospect Point.
3. I fully assume any and all risk and liability to any Living Unit, Multi-Family Structure, deck, patio, Common Area, and personal property of any current or future Owner thereof associated with erosion caused by my removal of vegetation from the subject hillside.
4. By signing this document, I hereby agree to indemnify and hold harmless the Association from and against all loss, cost, damages, expense, claim, obligation, assessment, judgment and liability including but not limited to death, sickness, injury, damage or destruction to property whether real or personal, wherever situated resulting from my removal of vegetation from the subject hillside (including without limitation, reasonable attorneys’ fees, costs and expenses reasonably incurred in investigating, preparing, defending against or prosecuting any litigation or claim). I acknowledge that the Association does not accept liability in any respect for any damage whatsoever caused by my removal of vegetation from the subject hillside.
5. I agree that I may be liable to current or future Owners who may be affected by my removal of vegetation from the subject hillside and that my liability shall run with the land and be binding upon me personally. This document shall be recorded with the Kenton County Clerk at my expense, submitted herewith.
6. I acknowledge this Acceptance of Liability will apply to any removal of vegetation in the future during my ownership of the Lot described in Exhibit A. I agree to submit an application each time I wish to remove vegetation from the subject hillside in the future.



Attach Legal Description (Exhibit "A") here: