

**MISSION CONDOS HOMEOWNERS ASSOCIATION
CONDITIONAL USE AND INDEMNITY AGREEMENT FOR PORTABLE SPAS**

This is an agreement between _____ (OWNER) of unit

Number _____ address _____, Santee, CA

92071 and Mission Condos Homeowners Association (ASSOCIATION) made this ____
day of _____ 20 _____.

OWNER AGREES TO THE FOLLOWING CONDITIONS:

1. To indemnify Mission Condos Homeowners Association from damage either personal or property as a result of placing a portable spa on the patio at the above mentioned condo.
2. The owner or Tenant to carry a minimum of \$500,000 liability insurance for the above mentioned condo. Mission Condos Homeowners Association is to be named as an additional insured on said policy.
3. The insurance company to indemnify Mission Condos Homeowners Association for liability related to damages either personal or property as a result of any claim related to said portable spa.
4. The insurance company is to provide Mission Condos Homeowners Association a current copy of said policy or certificate of insurance and is required to inform the Association in the event the policy lapses or is canceled for any reason.
5. The portable spa shall remain portable and shall not be installed permanently. The spa shall have a solid cover over it at all times when spa is not in use.
6. The unit Owner shall maintain the side and rear fences in good condition at least 5-1/2' to 6' high and per the Association's specifications.
7. All gates and garage doors allowing access to the patio shall be closed and locked at all times when no one is present. No one under the age 18 years of age is to be allowed in the spa without adult supervision.
8. The Owner will comply with all the requirements set down by the Association. Any changes to the patio area is to be approved by the Association before any work can begin.

9. Consideration for the neighbors shall be of the utmost importance. The Association recommends that the portable spa be equipped with an ozone kit to limit the use of chlorine and the odor associated with chlorine.
10. The Owner will be subject to an immediate \$200 fine and removal of said portable spa if any one of the above conditions are not kept in full compliance. An additional \$200 fine may be imposed each month until these conditions are complied with or the portable spa is removed.
11. The Owner agrees to reimburse the Association for any expenses it incurs attempting to enforce this agreement.

MISSION CONDOS ASSOCIATION AGREES TO:

1. In consideration of Owners agreements above, the Association agrees to allow said Owner to maintain a portable spa on the patio of said unit.
2. The Association will allow the portable spa to be passed on to new Owners so long as the new Owners sign a Conditional Use and Indemnity Agreement with the Association.

OWNER AND THE ASSOCIATION HEREBY AGREE AS FOLLOWS:

1. Conditions in this agreement may be changed at any time at the sole discretion of the Association. No portable spa will be required to be removed because of any change in condition so long as the changes can be reasonably be achieved by either party.

OWNER:

Name: _____

Address: _____

Signature: _____

Date: _____

ASSOCIATION:

Name/Title: _____

Signature: _____

Date: _____

Signature: _____

Date: _____