

Hidden Creek at the Canyons

Hot Tub/Spa Installation Agreement

This Hot Tub/Spa Installation Agreement (the “Agreement”) is entered into this __ date of _____, 20__ by and between Park West Homeowners Association, Inc. dba Hidden Creek at the Canyons (the “Association”) and _____ (“Owner”) as the owner of condominium unit __ (the “Unit”) in the Hidden Creek at Canyons condominium project (the “Project”) for installation of a hot tub/spa for the Unit. Upon the Association’s review and approval of the Owner’s hot tub/spa plans and execution of this Agreement, the Owner may install and utilize a hot tub/spa in accordance with the terms below.

1. The Owner and such Owner’s heir, successors, and assigns, expressly assumes all cost and liability related to or arising out of the installation, placement, maintenance, repair, and use of the hot tub/spa. This includes, but is not limited to, the cost of installation, and any additional maintenance required of any limited common area on which the hot tub/spa is located, the Unit, and other adjacent common area and facilities. If the Association incurs such cost, it may assess the cost to the Owner.
2. The Owner expressly agrees to indemnify, defend, release, and hold harmless the Association, including each of Association’s members, owners, trustees, board members, officers, managers, agents, attorneys, representatives, and employees (the Association and all such parties the “Indemnified Parties”) from and against any and all liability, loss, damages, claims, causes of action, or penalties that relates to, arises from, or results from the installation, repair, maintenance, placement, or use of the Owner’s hot tub/spa. Owner shall be responsible for ensuring that the spa is placed in a safe location and used in a safe manner. The Indemnified Parties shall not be liable for any injury or damage related to natural conditions, including but not limited to ice or snow that may fall from a roof or exterior wall. The parties intend for this Agreement to be construed as broadly as possible in order to eliminate the threat or risk of any future litigation, claims, or disputes against the Indemnified Parties as a result of the Owner’s hot tub/spa, and the parties intend for this Agreement to protect the Indemnified Parties from litigation or claims that relate to, arise out of, or result from the Owner’s hot tub/spa.
3. In the event of litigation that arises out of or relates to this Agreement, the prevailing party shall be entitled to collect its reasonable attorneys’ fees, as well as all costs and expenses, from the non-prevailing party. Further, all of the attorneys’ fees, costs and expenses of such litigation shall be collectible by the Association as an assessment against the Owner.
4. Prior to installation (and any modifications in anticipation of installation), Owner must submit a plan to the Association including the type of hot tub/spa, a map showing the proposed location where the hot tub/spa will be installed, and a plan for how the hot

tub/spa will be installed. No installation is permitted until the Owner receives approval of the plan.

5. Upon issuance of written approval from the Association, Owner shall submit an application to Summit County for approval of the hot tub/spa installation. Owner must comply with all applicable electrical and structural regulations related to the installation and use of the hot tub/spa. The Owner must obtain final approval from Summit County and provide a copy of that approval to the Association within ten (10) days of the issuance date of county approval.

6.

a. All hot tubs/spas must meet any conditions and requirements adopted by the Association (the "Standards"). In the interest of maintaining uniformity of appearance within the Project and to protect against nuisance, the Standards may include colors, size, maximum noise levels, location, and other requirements. A hot tub/spa installed without the Association's permission or in violation of this Agreement may be removed by the Association and the cost of such removal assessed to the Owner.

b. A hot tub/spa approved by the Association prior to January 1, 2019 (a "Grandfathered Hot Tub") may not be removed for failing to comply with the current Standards, except that (1) a hot tub/spa that replaces a Grandfathered Hot Tub must meet current Standards and be approved with a new hot tub installation agreement; and (2) a Grandfathered Hot Tub may be removed for failure to comply with paragraph 7.

7. All hot tubs/spas must be maintained and repaired by the Owner, comply with county electrical wiring requirements, be kept in good operating order, and be kept neat and tidy. Hot tubs/spas must have well-fitting covers. The cover for the hot tub/spa must be attachable to the hot tub/spa to protect against removal of cover by wind or young children. Hot tub/spa covers must be on and latched at all times when hot tub/spa is not occupied. Any hot tub/spa that violates a provision of this paragraph 7, is not maintained, is not kept properly covered, is excessively noisy, is not kept neat and tidy, or that is the source of disturbance to other Owners or their guests shall be deemed a nuisance and may subject the Owner to fines or other enforcement action. The Association may also order a hot tub/spa removed if it becomes a nuisance, or the Association may remove such hot tub/spa and assess the cost of removal to the Owner.

Unit Number: _____

Owner Name: _____ Date: _____

Signature: _____

Owner Name: _____

Signature: _____