Unless otherwise approved in writing by the Ocotillo Board of Directors, only the following types of boats and watercraft shall be allowed in any lake area:

1) Power boats operated by the Association for maintenance, safety, or other community purposes.
2) Canoes
3) Paddle Boats
4) Electrical or battery operated boats.
5) No gasoline or other combustible powered boats shall be permitted on any Lakes area.
6) The size of all boats and watercraft shall not exceed sixteen (16) feet in length.
7) All boats and watercraft must be registered with The Association and must bear identification numbers as assigned by the Association, and a signed written indemnity agreement.
8) All watercraft approved for lake use shall display the decal provided by The Association. The Association may charge a nominal administrative fee for the registration.
9) U.S. Coast Guard approved flotation gear will be carried on each watercraft or an approved life vest shall be worn. Children under six (6) years of age shall wear a life vest at all times when in the watercraft.
10) No gasoline motors will be allowed, except on Association watercraft. Electric motors are allowed. Watercraft shall not exceed 5 miles per hour at any time.
11) All watercraft shall be lighted after dusk, in accordance with U.S. Coast Guard regulations.
12) If you have a watercraft of any type, you must have a dock.
13) All private waterfront lots where boats are housed must have a dock constructed. Plans must be submitted for architectural approval prior to construction. An example of suggested dock construction can be obtained from the Management Company.

To register your boat with the Association, fill out the Indemnity Agreement which may be downloaded from the web site (www.oca-az.com) or obtained from the Management Company.

The Agreement must be accompanied by a photo of your boat as well as your name and address. Once the completed form and photo are returned to The Association, an Ocotillo Identification Number will then be issued.
WATERCRAFT INDEMNIFICATION AGREEMENT

1. In connection with the use of water craft at Ocotillo, I
______________________________ shall indemnify and hold Ocotillo West L.L.C.
and The Ocotillo Community Association (Owners), their respective agents,
employees, and servants free and harmless from:
2. Any and all claims, demands, causes of action, losses, injuries, and
liabilities in law or in equity, of every kind and nature for, but not limited to, the
death or injury of any person or persons, and the damage or destruction of any
property or properties, by law, ordinance, or order of decree, arising out of or in
any manner directly or indirectly connected with use of watercraft however
caused, regardless of any negligence of Owners or its agents or servants, be it
active or passive, except the sole negligence or willful misconduct of Owners or
it’s agents or employees; including:
3. Any and all penalties imposed on account of the violation of any law or
regulation, compliance with which is left by this Agreement to The Ocotillo
Community Association and Ocotillo West, L.L.C.;
4. Any and all cost and expense and risk, the defense of all suits, actions or
legal proceedings that may be brought or instituted by a third party against
Owners, its agents or servants on any claim, demand, or cause of action or third
person or to enforce any penalty;
5. Any and all cost and expense to satisfy a judgment or decree that may be
rendered against Owner, its agents or servants in any suit, action or other legal
proceedings.
6. (____________________) shall reimburse Owners, its agents or servants
for any and all legal expenses incurred by any of them in connection therewith or
in enforcing the indemnity.
7. The amount and type of insurance coverage carried by Ocotillo Community
Association and Ocotillo West L.L.C. will in no way be construed as limiting the
scope of indemnity in this Agreement.

Print Name/Date  Signature/Date