

Ocotillo Community Association - Watercraft Registration

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.oqa-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 REGISTRATION

This registration is issued to:

NAME: _____

ADDRESS: _____

PARCEL - LOT# _____

BRIEF DESCRIPTION OF WATERCRAFT:

*I acknowledge that I understand the rules of the Association and the Association's Covenants, Conditions, and Restrictions and by accepting this permit, I agree to abide by all applicable rules and restrictions from time to time in effect, and I agree to hold harmless **THE OCOTILLO COMMUNITY ASSOCIATION** and the DECLARANT for any liability resulting from my own, my guests', or my family members actions.*



The Ocotillo Community Association
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Chandler, Arizona 85248
Phone (480) 704-2900 Fax (480) 704-2905
www.oca-az.com

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 its 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
