

## **Section B. Swim Platforms, Play Islands**

1. All play islands and swim platforms on Spoon Lake shall be registered annually with the Association office, and all owners must pay the yearly registration fee.
2. Minimum personal injury liability insurance in the amount of **\$500,000** must be in force for the entire duration that all registered swim platforms will be used on the lake at Oak Run.
3. The registration application with the Insurance Covenant for Swim Platform Registration and Indemnification Agreement **must** be signed by the property owner before any floating device will be registered or allowed on the lake at Oak Run.
4. A swim platform or play island is defined as any non-motorized floating platform which is not affixed to the shore whose primary purpose is for recreational activities such as: swimming, lounging, jumping and diving.
5. Each lot is allowed a maximum of one (1) device.
6. All play islands and platforms shall be limited in size to 15' x 15' x 3' in height.
7. An adequate and safe water depth must be maintained below and around the swim platform or play island. It is incumbent on the owner of the device to insure this depth is maintained.
8. All play islands and swim platforms must be maintained within 25' of the shoreline and 10' of the side lot lines. All platforms shall be removed from the lake daily, or secured and maintained against the property owner's dock or shoreline, after dusk.
9. Lake front property owners will be allowed to use an Association approved mooring buoy (orange in color) in order to secure the anchor rope when the play island or platform is not in use. The buoy must be maintained within 25' of the shoreline at all times. All mooring buoys other than the approved type will be removed by Lake Patrol personnel.
10. No climbing type structures of any kind will be permitted.
11. Children under the age of 15 must be under the direct supervision of a responsible person at all times while using a play island or swim platform.
12. Oak Run staff will make the final determination if there is a question as to whether a certain device falls under the above stated rules.
13. Failure to comply with the above stated rules may subject the owner to fines or loss of privileges.

Office Use Only: NO. \_\_\_\_\_

Amount: \_\_\_\_\_ Date: \_\_\_\_\_

CC \_\_\_\_\_ CA \_\_\_\_\_ CK \_\_\_\_\_ MAP \_\_\_\_\_ COP \_\_\_\_\_

## 2019 APPLICATION FOR SWIM PLATFORMS, PLAY ISLANDS & OTHER WATER RELATED INFLATABLE PLATFORMS

PROPERTY OWNER NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

SUBDIVISION/LOT NO. \_\_\_\_\_ PHONE: \_\_\_\_\_

**Fee is \$25.00. Only one (1) device per lot is allowed.**

DEVICE  
DESCRIPTION  
OF DEVICE: \_\_\_\_\_  
  
COLOR: \_\_\_\_\_  
  
SIZE: \_\_\_\_\_  
  
MANUFACTURER: \_\_\_\_\_

**For this application to be processed, the following requirements must be met:**

1. All Maintenance assessments must be paid by all owners of the lot.
2. Minimum insurance requirements as described below must be met.
3. **Swim Platform tags must be picked up at the POA office.** They will **not** be mailed.
4. Mail your application and check for \$25.00 to: Oak Run POA, Inc., 1470 Knox Road 1725 North, Dahinda, IL 61428
5. **No refunds will be issued. No devices will be registered without signature on application.**

**Covenant for Swim Platform Registration and Indemnification Agreement:** As a condition of registering the above identified swim platform at Oak Run, each undersigned hereby covenant and agree as follows:

1. Each signer is an owner of the foregoing swim platform, with legal authority to sign this document.
2. At all times, each signer will maintain insurance coverage on each swim platform registered at Oak Run, with minimum personal injury liability limits of **\$500,000**.
3. If any signer or permissive user of any swim platform identified above fails to comply with this covenant, and for any reason the Association incurs any loss as a result, either directly or indirectly, including attorney's fees and costs, or damage of any kind or nature whatsoever, each signer agrees to indemnify and hold the Association harmless for any loss incurred as a result of the breach.
4. This covenant does not limit or restrict any other legal remedies the Association might have arising from the use or location of the above identified swim platform.

\_\_\_\_\_  
**Signature of Property Owner(s)**

\_\_\_\_\_  
**Date Signed**