

# OAK RUN RULES AND REGULATIONS

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Printed copies of the Rules, Bylaws, and Restrictive Covenants will be made available on a limited basis, at a nominal cost.

## **INTRODUCTION**

The rules and regulations contained herein have been adopted by the Oak Run Property Owners Association (POA) Board of Directors, pursuant to the powers of the Board, pursuant to the declaration and bylaws of the POA, and pursuant to the Illinois Common Interest Community Association Act.

## **ARTICLE 1. GENERAL RULES**

### **Section 1.1 Member Responsibility**

- (a) No noxious, offensive, dangerous, or unsafe activity, as determined by the Board, shall be carried on within the Association, nor will anything be done therein, either willfully or negligently, which may be or become an unreasonable annoyance to other property owners or guests.
- (b) Members of the Association shall be responsible for their actions and those of any occupant, resident, family member, invitee, or pet.
- (c) Members shall respect the requests of security personnel, and follow their direction. No person shall knowingly resist, obstruct, fail, or refuse to comply with any lawful order or direction of any public safety officer authorized by the Oak Run Property Owners Association.
- (d) Membership cards will be issued to all property owners in good standing. Members shall show membership cards and personal identification upon request.
- (e) Violations of rules may result in disciplinary action, suspension of membership privileges, and/or fines, as determined by and at the discretion of the Board of Directors.

### **Section 1.2 Safety Rules**

- (a) Burning is banned when prohibitive burning signs are posted at the Oak Run entrances.
- (b) The fire department and the POA office must be contacted when large burn areas are planned.
- (c) No open fire shall be left unattended. Precautions such as water hoses, shovels, rakes, etc., must be readily available to contain the spread of fire.
- (d) All members shall comply with Illinois Law within the Association, and no fireworks, explosives, firearms, or other dangerous items shall be allowed on Association owned property.

### **Section 1.3 Parking Regulations**

To maintain an efficient use of available space, ensure the safe movement of traffic, and provide for the orderly parking of vehicles and storing of boats and trailers, the following policies shall be adhered to within the Oak Run development:

- (a) Parking of any vehicle or trailer on outlots, other than in designated parking lots, is prohibited.
- (b) There shall be no habitual parking of vehicles or trailers on or along any roadway. In addition, parking or storing of vehicles, trailers, or boats within the roadside drainage easement or on the front terrace of any lawn is prohibited.
- (c) Temporary parking of vehicles and trailers along a roadside is restricted to 72 hours. However, no vehicle shall be parked in such a manner as to restrict safe traffic flow or interfere with the clear view of same.
- (d) At no time shall boats, boat trailers, campers, or motor homes be parked or stored on a lot without a residence.
- (e) No automobile repairs of any kind or car washing shall be conducted on any common property.
- (f) Vehicles, boats, trailers, campers, or motor homes parked or stored contrary to this policy shall be subject to a fine and/or towing at the owners expense.

### **Section 1.4 Private Property**

- (a) The use of privately owned waterfront property, including dock areas, is restricted to the owner and his guests. Prosecution for trespassing will be the responsibility of the lot owner.
- (b) Members shall not cross over private property to use the lake, or use private property without the expressed permission of the owner. Prosecution for trespassing will be the responsibility of the lot owner.
- (c) Driving or parking of cars, snowmobiles, all-terrain vehicles, and motorcycles on private property, without permission from the owner, is prohibited. Prosecution for trespassing will be the responsibility of the lot owner.
- (d) Overnight tent camping is allowed on improved properties (lots with homes) for a period not to exceed 48 hours, but is prohibited at all times on common property and on lots without a residence.
- (e) A permit for the use of portable toilets is required from the Association office.

## ARTICLE 2. COMMON PROPERTY

### Section 2.1 General Rules

- (a) Oak Run Common Properties are available for use by members in good standing and accompanied guests only.
- (b) All parks will be closed from midnight to 6:00 a.m., exclusive of boat launches for the purpose of loading and unloading boats.
- (c) Large outside gatherings (non-family events) are prohibited in the parks, from Memorial Day to Labor Day. Examples of non-family events include, but are not limited to: company picnics, class reunions, church gatherings, and community service organization gatherings.
- (d) All licensed and unlicensed motorized vehicles are restricted to access roads and parking lots of all parks. No vehicles are permitted in grass areas.
- (e) Pets are strictly prohibited from any Oak Run park areas.
- (f) Discharge of firearms within the boundaries of Oak Run is not permitted, except with Board approval.
- (g) All common properties at Oak Run are designed for recreational use only and shall not be used by any member for the personal gain of any individual. Association-sponsored activities are excluded from this policy.
- (h) Littering or defacing of property anywhere within Oak Run is prohibited. All trash and garbage must be placed in the appropriate trash receptacles.
- (i) Cooking may be done only on your own grill, or grills that are provided. Starting of any other fire is prohibited.
- (j) Activities or behavior that interferes with the permitted use of the facilities by others is prohibited.
- (k) Playing any electronic entertainment device at such a volume or in such a manner that will cause unreasonable disturbances to other property owners is prohibited.
- (l) Recreational facilities will be used only for their designated purposes. They shall not be abused, overcrowded, vandalized, or operated in such a way as to prevent or interfere with permitted play or use by others.

## **Section 2.2 Beach Use**

- (a) All Association members and their invitees shall comply with the rules and regulations of the State of Illinois, Department of Public Health, and all posted beach rules.
- (b) All beach users must obey all lifeguards, and failure to comply with their direction may result in fines and/or suspension of privileges.
- (c) When the lifeguard is not on duty, swimming is at the individual's own risk.
- (d) Swimming is allowed only within the roped-in areas.
- (e) Children under 12 years of age will not be allowed on the beach without a supervising adult aged 18 or over. Supervising adult must be within close proximity of the child or children.
- (f) Fishing is prohibited within the beach area.
- (g) Bonfires, pets, food, and breakable glass are prohibited on the beach.

## **Section 2.3 Swimming Pool**

- (a) All Association members and their invitees shall comply with the rules and regulations of the State of Illinois, Department of Public Health, and all posted swimming pool rules.
- (b) All swimming pool users must obey all lifeguards, and failure to comply with their direction may result in suspension of privileges.
- (c) The pool is open from Memorial Day through Labor Day at the hours posted. The pool may be closed because of inclement weather, or when the high temperature of the day is not expected to reach 72 degrees.
- (d) Children who are not toilet trained are required to wear swim diapers while at the pool.
- (e) Membership cards and photo ID must be in the property owner's possession and readily available for inspection while at the pool.
- (f) No alcoholic beverages are allowed in the pool area.
- (g) Members are allowed to bring up to five guests to the pool per day.
- (h) Members may rent the pool for private parties, after scheduled pool hours. Oak Run lifeguards are required, and a charge will be assessed for their services. Members must agree to the terms of the Rental Agreement, and must be on-site at the pool throughout the event.

## **Section 2.4 Brentwood Lounge**

- (a) Members wishing to schedule private use of the facility must make reservations at the Association office, and agree to the terms of the Rental Agreement. The member renting the facility must be on-site at the lounge throughout the event.
- (b) Members are responsible for any damage caused to the Brentwood Lounge during the rental, and all costs incurred will be assessed to the member's account.
- (c) A rental fee and damage deposit is required for reservation confirmation. Association sponsored activities are exempt from this fee, if they are sponsored by a standing committee, and the event is publicized and open to all property owners.
- (d) An extra security deposit will be charged for erecting tents, supplemental shelters or using outside decorations.
- (e) Rental fees are non-refundable if cancelled within 15 days of the reserved date.
- (f) A host liquor liability insurance policy must be filed with the Association office if liquor, wine, or beer is to be served.

## **Section 2.5 Unlicensed Motorized Vehicles (e.g., ATV's, Golf Carts, Snowmobiles, etc.)**

- (a) All unlicensed motorized vehicle users must operate such vehicles pursuant to Illinois law, The Illinois Rules of the Road and the Illinois Snowmobile Registration and Safety Act.
- (b) The Oak Run Property Owner's Association assumes no liability for individuals operating unlicensed motorized vehicles within the development.
- (c) Drivers of an unlicensed motorized vehicle shall follow a counterclockwise pattern when riding on the lake (nearest shoreline on your right).
- (d) Any person operating an unlicensed motorized vehicle must either be a member of the Association, or accompanied by a member of the Association, at all times.
- (e) Members are responsible for supervising the conduct of their invitees and guests, and for any damages caused by same.
- (f) Unlicensed motorized vehicle operators are to show respect in residential areas, by limiting speed and the noise levels of engines.
- (g) All unlicensed motorized vehicles are restricted to access roads and parking lots of all parks. Operators of unlicensed motorized vehicles must be at least 16 years of age.
- (h) No snowmobiles or all-terrain vehicles are allowed on the golf course, leased land, or the downstream slope of the dam.

## **Section 2.6 Rental Docks**

- (a) Rental docks located on the Association's common properties are rented on a first-come, first-served basis. Members interested in renting a dock must apply at the Association office and agree to the rental agreement.
- (b) Only watercraft belonging to the renting member shall be moored in the registered slip. Subleasing of slips is prohibited.

## **ARTICLE 3. LAKE USAGE**

### **Section 3.1 General Lake Rules**

- (a) Construction of docks, piers, steps, walkways, or tie-up facilities on Common Properties is prohibited.
- (b) No person may use another property owner's lake-related recreational equipment without permission from the owner.
- (c) All inflatable recreational flotation devices and swim buoys placed in the lake, must be kept within 25 feet of the shoreline at the property owner's lake front lot.
- (d) No marker buoys will be placed in the lake without permission from the Board of Directors.
- (e) No person shall place trees, brush, yard waste, or garbage in the lake for any reason.

### **Section 3.2 Swim Platforms, Play Islands, and Other Water Related Inflatable Platforms**

- (a) No member may use any floating device, swim platform, play island, or other water related inflatable platform (hereinafter: swim platform) without receiving a POA issued tag and completing and agreeing to the terms of the Insurance Covenant for Swim Platform Registration and Indemnification Agreement.
- (b) Any member who registers a swim platform shall maintain minimum personal injury liability insurance in the amount of \$500,000 for the entire duration that all registered swim platform(s) will be used on the lake at Oak Run, and shall name Oak Run as additionally insured.
- (c) Only one device may be registered per lot.
- (d) All play islands and swim platforms shall be limited in size to 15' x 15' x 3' in height.
- (e) All play islands and swim platforms must be maintained within 25' of the shoreline and 10' of the side lot lines.



- (f) Lake front property owners are allowed to use an Association approved mooring buoy to secure the anchor rope when the play island or platform is not in use. The buoy must be kept within 25 feet of the shoreline at all times. All mooring buoy's other than the approved type will be removed by Lake Patrol personnel.
- (g) An adequate and safe water depth must be maintained below and around the device, per the original equipment manufacturer's recommendation. It is incumbent on the owner to insure this depth is maintained.
- (h) Failure to comply with the above stated rules may subject the owner to fines and/or loss of privileges.

### **Section 3.3 Lake Swimming**

Swimming is permitted:

- (a) In the designated roped-off areas of the two Oak Run beaches, or
- (b) Within 30 feet of the shoreline, or
- (c) In a no-wake area within 30 feet of an anchored watercraft.

### **Section 3.4 Weed Treatment and Use of Chemicals in the Lake**

- (a) No person shall apply any chemical(s) to the lake for any reason.
- (b) It is the responsibility of the lakefront property owners to control aquatic vegetation within 25 feet of the shoreline. If aquatic weed control is necessary, property owners may only use manual techniques such as cutting, raking, and hand pulling.
- (c) If a property owner requests that the Association provide chemical treatment within 25 feet of the shoreline, a fee may be charged for the service.
- (d) The Association shall reserve the right to deny any request for weed spraying when it is believed that chemical treatment of the lake is not justified.

### **Section 3.5 Fishing**

- (a) All rules of the Illinois Department of Natural Resources apply to Spoon Lake.
- (b) Only members, and those persons accompanied by a member, shall be allowed to fish.
- (c) Fishing regulations and creel limits shall be set by the Oak Run Board of Directors. It is the responsibility of property owners to know the current creel limits. Creel limits are printed on the back of membership cards.
- (d) Fishing is not allowed on Association docks where posted.

- (e) Seining, bottle lines and trout lines are prohibited.
- (d) The Association assumes no liability for the safety of any individual who is fishing on the lake.

### **Section 3.6 Ice Fishing**

- (a) All rules of the Illinois Department of Natural Resources apply to Spoon Lake.
- (b) Ice fishing is limited to members and accompanied guests only.
- (c) An ice fishing tent is defined as a portable shelter consisting of a covering of canvas, plastic, etc., stretched over poles and attached to stakes, and is only used for ice fishing. The tent shall not be larger than 8'x 8'.
- (e) It shall be the member's responsibility to remove ice fishing tents from the lake each day upon the completion of fishing.
- (f) The Association assumes no liability for the safety of individuals who are ice fishing on the lake.
- (g) The Association does not measure or provide information regarding the thickness of the ice.
- (h) No licensed vehicles such as trucks, automobiles, etc., are permitted on the frozen lake.

### **Section 3.7 Fishing Tournaments**

- (a) Any member of the Association organizing a fishing tournament, open water or ice fishing, whereby fishermen are fishing and competing for money, prizes, gratuities, or for fun, shall submit an application to the Fish and Sports Committee a minimum of 45 days prior to the event. The Committee shall review the application and forward the Committee's recommendation to the Board of Directors. The Board of Directors shall have sole authority to approve or disapprove of the application.
- (b) All rules of the Illinois Department of Natural Resources apply to Spoon Lake. All Oak Run boating rules and regulations shall be enforced during tournaments.
- (c) Only property owners and those persons accompanied by a member shall be allowed to participate.
- (d) The Association assumes no liability for the safety of any individual who is tournament fishing on the lake.
- (e) No guest boats are allowed on the lake.

- (f) Non-compliance with these regulations, or those of the Association, will result in fines and/or suspension of tournament privileges as determined by the Board.
- (g) “Catch and Release” practice is governed during all tournaments.

#### **ARTICLE 4. WATERCRAFT REGISTRATION AND OPERATION**

All users of a boat or other watercraft on Spoon Lake, must comply with all applicable Illinois laws, including, but not limited to the Illinois Boat Regulations and Safety Act.

Non-compliance with these regulations, or those of the Association, will result in fines and/or suspension of privileges, as determined by the Board of Directors.

##### **Section 4.1 Watercraft Registration**

- (a) All watercraft, motorized and non-motorized, operated on Spoon Lake must be registered annually with the Association office, and must properly display the current year’s decal by April 1<sup>st</sup> of each calendar year. In order to properly register watercraft, a member must be in good standing with the Association and must provide a current copy of the State Watercraft Registration, registered in the members name; execution of the Insurance Covenant for Watercraft Registration and Indemnification Agreement by the member, and payment of the cost of registration in the amount determined by the Board of Directors.
- (b) No guest watercraft is allowed on the lake.
- (c) Only watercraft that is properly registered with the state is allowed to be used on the lake.
- (d) Minimum watercraft personal liability insurance in the amount of \$300,000 and minimum watercraft property damage liability insurance in the amount of \$50,000 must be in force for the entire duration that all registered motorized watercraft(s) will be used on the lake at Oak Run. Such policy shall name Oak Run as additionally insured.
- (e) Upon request, any member shall be required to provide Oak Run with proof of insurance. The registration application with the Insurance Covenant for Watercraft Registration and Indemnification Agreement must be signed by the property owner before boat stickers will be issued.
- (f) Four (4) motorized watercraft may be registered per lot; two (2) of which can be 1 to 25 HP, and two (2) can be 26 HP and over.
- (g) Houseboats are not allowed.
- (h) The maximum allowable length of watercraft, other than pontoon boats, which will be registered for use on Spoon Lake, is 25 feet. The maximum allowable length for pontoon boats is 28’.

- (i) No watercraft will be registered that contains an operable “head” or portable toilet. A “head” must be made inoperable prior to registration. A portable toilet must be removed from the boat prior to registration, and not replaced.
- (j) All watercraft must be equipped with an underwater exhaust system.

#### **Section 4.2 Watercraft Operation**

- (a) All watercraft will be operated in a counterclockwise direction (Nearest shoreline at your right side).
- (b) Children 13 years and younger are required to wear life jackets when the watercraft is in motion.
- (c) The maximum speed on the lake is 40 mph.
- (d) A member of the Association must be aboard the watercraft while operated on the lake.
- (e) All watercraft operators must have a membership card in their possession when operating the watercraft.
- (f) All watercraft tied up to or beached on outlots, are restricted to the hours between sunrise and sunset.
- (g) The lake will be closed to all motorized watercraft when the lake level reaches 8” above normal pool and is rising, when measured at the dam.
- (h) All watercraft, whether anchored or underway, shall keep noise, whether from the occupants or from electronic devices, to such a level as to not unnecessarily disturb others.
- (i) Launching a watercraft from a trailer will take place only at the North Boat Launch or the Lakeview Park Launch.
- (j) Docking is not allowed at the private rental slips registered to other members.
- (k) Moving of, or mooring to, an Association owned buoy is prohibited.
- (l) Anchoring of watercraft in such a manner as to inhibit or prevent watercraft access to private docks, boat launches, or slips, or that inhibits the safe counterclockwise flow of traffic is prohibited.
- (m) Boaters shall respect the rights of fishermen by keeping clear of their boats and lines. Boaters shall keep a reasonable distance and limit their wake near someone engaged in fishing.
- (n) All watercraft are required to operate at idle speed if closer than 50 feet to the shoreline.

- (o) All watercraft must be equipped with a fully functional muffler which does not produce excessive or unusual noise. Watercraft shall be operated in the underwater mode at all times.
- (p) Posted Wake Areas: A wake is defined as a movement of the water created by a boat underway great enough to disturb a boat at rest. Under no circumstances shall a boat underway exceed 5 miles per hour while in a posted “No Wake” area. “No Wake” areas shall be clearly posted with buoys or appropriate signs.
- (q) Age of Operators:
- Persons age 12 to 14 may operate a vessel powered by a motor only if they are under the direct on-board supervision of a person over 18, who has an Illinois Boating Safety certificate.
  - Persons age 15 years and older may operate a vessel powered by a motor only if they have an Illinois Boating Safety certificate, or are under the direct on-board supervision of a person over 18, who has an Illinois Boating Safety certificate.
  - All persons born on or after January 1, 1998, must have a valid Boating Safety certificate if operating a vessel powered by a motor on the waters of Spoon Lake.
- (r) Reckless Operation: No person shall operate any watercraft, specialty prop-craft, or personal watercraft, or manipulate any water skis, aquaplane, or similar device in such a manner as to willfully or wantonly endanger the life, limb, or property of any person. This behavior includes weaving through congested traffic, jumping the wake unreasonably or unnecessarily close to another vessel, or when visibility around another vessel is obstructed, waiting to the last possible moment to swerve to avoid collision, or operating any watercraft so as to approach or pass another watercraft in such a manner or at such a rate of speed as to create a hazardous wake or wash.
- (s) 360 degree turns are prohibited.

### **Section 4.3 Water-Skiing and Towing Devices**

- (a) All persons engaged in skiing, tubing or pulling other devices of that nature shall comply with all applicable provisions of the Illinois Boat Registration and Safety Act.
- (b) No person may operate a watercraft that has in tow or is otherwise assisting a person on water skis, aquaplane or other similar contrivance, unless such watercraft is occupied by at least two competent persons. “Competent” means capable of assisting in case of injury or accident.
- (c) The operator of any watercraft that is towing a person or persons shall display on the watercraft, a bright or brilliant orange flag measuring not less than 12 inches per side. The flag shall be displayed at the highest point of the area surrounding the boat’s helm as to be visible from all directions, continuously, while the person or persons being towed depart the

boat in preparation for towing and until reentry into the watercraft when the activity has ceased. Display of the flag for purposes other than the activity described in this section is prohibited. All watercraft will be required to operate at idle speed if closer than 50 feet to the watercraft displaying the flag.

- (d) No person may operate a watercraft that has in tow, or is otherwise assisting, a person on water skis, aquaplane, or similar contrivance before sunrise or after sunset.
- (e) All persons being towed on water skis, aquaplane, or similar contrivance must properly wear a Coast Guard approved flotation device.
- (f) The number of water skiers a watercraft may tow at any one time is limited to two (2).
- (g) The number of aquaplanes or tubes a watercraft may tow at any one time is limited to two (2). The maximum number of people that can be towed at any one time is limited to four (4).
- (h) All persons operating a motor boat which has in tow, or is otherwise assisting, a person on water skis, aquaplane, or similar contrivance must be careful and prudent in their operation and keep a reasonable distance from persons and property so as not to endanger the life or property of any person.
- (i) No person may operate a watercraft that has in tow or is otherwise assisting, a person on water skis, aquaplane, tube, or similar contrivance within direct vicinity of the rental docks, boat ramps, gas marina, or in no-wake areas when there are moored watercraft present.
- (j) Parasailing is prohibited at Spoon Lake.
- (k) Towable devices that are designed to get airborne are prohibited.
- (l) The take-off or landing of aircraft of any kind at Spoon Lake is strictly prohibited.

#### **Section 4.4 Disabled Watercraft**

- (a) An operator of a disabled watercraft may not refuse assistance in a waked area of the Lake.
- (b) When Association personnel are summoned to render assistance to a disabled watercraft, the watercraft will be towed to the nearest boat launch, or the owner's private dock, whichever is closest.
- (c) If Association personnel offer to render assistance to a disabled watercraft in an area where there is no immediate safety concern to the disabled watercraft, other boaters, or structures, the operator of the disabled watercraft may refuse assistance.
- (d) When accepting towing assistance from Association personnel, the operator hereby agrees to waive any liability for damage to the disabled watercraft resulting from towing.

- (e) If deemed appropriate for reasons of safety, Association personnel may tow the watercraft to the nearest Association owned dock. A time will be set when conditions are suitable to continue the tow to the nearest boat launch or owners dock.
- (f) A reasonable fee may be charged for all tows.

## **ARTICLE 5. CAMPGROUND RULES**

### **Section 5.1 General Rules**

- (a) The campground is for use by members and accompanied guests only.
- (b) Members must register their guests. The registering member is responsible for the actions and negligence of their guests and invitees, whether the guests are registered or not, and any violation of the rules, or damages caused by the guests, will be the responsibility of the member.
- (c) Quiet hours are from 11:00 p.m. to 8:00 a.m.
- (d) The speed limit inside the campground is 5 mph.
- (e) A daily camping permit is required, and no camper may be allowed to camp for more than 14 consecutive days.
- (f) The Association is not responsible for any personal belongings of any campground user that is lost or stolen.
- (g) No firearms, fireworks, ammunition, or hazardous materials are allowed within the campground.

### **Section 5.2 Check-in and Check-out Times**

- (a) Check-in times are from 9:00 a.m. to 9:00 p.m. The Association cannot guarantee that an early or late check-in will be allowed.
- (b) Check-out time is no later than 3:00 p.m. If a camper has checked out and desires to remain in the area after the check-out time, he must break camp and move his camping equipment off of the camp site.
- (c) Campers are responsible for removing all personal items, and shall remove all personally-owned camping equipment from the campground by check-out time.
- (d) Failure to remove camping equipment by 3:00 p.m., without specific authorization from the campground manager, shall obligate the camper to pay an additional night's fee.

- (e) A campsite is deemed to have been abandoned if a camper does not remove his camping equipment within 24 hours of the expiration of his camping permit.

### **Section 5.3 Camper Responsibilities**

- (a) Campsites are provided for reasonably quiet outdoor recreational experiences. They are not intended for group gatherings or parties that are disruptive to the normal atmosphere of the campground. Such activities will be permitted only with the prior permission of the General Manager and the Campground Manager.
- (b) Bonfires are prohibited, unless prior permission from the General Manager or Campground Manager is granted. Campers are to keep fire rings clean of cans and debris.
- (c) All garbage must be contained in a plastic bag and placed in the dumpster designated for campground use.
- (d) Propane tanks must be secured to the camping unit.
- (e) It is the responsibility of campers to maintain the campsites and buildings in a clean and sanitary condition.
- (f) Campers are responsible for any damage to individual campsites.

### **Section 5.4 Pets**

- (a) All pets must be kept on a leash not to exceed six feet in length. Leashed pets shall at all times be under the control of a responsible person.
- (b) No pet shall create a nuisance or disturb others. A nuisance offence may be determined by the Campground Manager, POA staff, or the Board.
- (c) At no time shall a pet be left unattended.
- (d) Designated areas are posted for walking pets. Pet waste shall be immediately removed and placed in the proper receptacle.

### **Section 5.5 Sanitary Rules**

- (a) Dumping or expelling gray water (sink waste) or black water (toilet water) on the ground is strictly prohibited. Violation of this rule may result in the owner being fined, or immediate eviction from the campground.
- (b) Units not equipped with holding tanks, may not uncap the external drain unless it is connected by hose to a sealed container, such as a tote-along drain tank. Open containers, such as buckets, are not permitted. Sealed containers may be emptied into the campground dump station.



- (c) Black or gray water valves on self-contained units equipped with holding tanks may not be opened unless the drain outlet is connected by hose to a sealed container, or when dumping into the campground dump station.

### **Section 5.6 Permanent and Semi Permanent Campsite Procedures**

- (a) To retain a camp site for the following year, campers must give the Association office notice and remit a \$100.00 non-refundable deposit by November 1<sup>st</sup>. Failure to do so may result in the loss of the site.
- (b) All campers shall pay the balance of fees by March 1<sup>st</sup> of the following year, per the lease agreement. Failure to do so shall result in a monetary fine as set by the Board of Directors. If after 30 days the account remains delinquent, the camper is subject to eviction.
- (c) There will be no pro-rated reimbursement for campers leaving during the season. However, campers obtaining a seasonal site during the season will be billed on a pro-rated basis. Subleasing of sites is prohibited.
- (d) Members may trade comparable sites by mutual agreement, and by notifying both the Association office and the Campground Manager in writing.
- (e) The sale of a camper or trailer does not entitle the buyer of the camper or trailer the use of the campsite.
- (f) Camper or trailer units may be no more than 400 square feet in size and must be licensed as a recreational vehicle.
- (g) Park Model Homes are prohibited.
- (h) Any and all improvements to a permanent or semi-permanent site must have the prior written approval of the General Manager and the Campground Manager.
- (i) Digging below ground level is prohibited. Supports for decks may not extend below ground level.
- (j) All improvements must be removed when vacating a site. If Oak Run personnel are required to remove the improvement, the property owner will be charged a fee for the service.

### **Section 5.7 Movement between Sites**

- (a) Relocating to another campsite will be based on seniority.
- (b) Campers wishing to relocate to a different campsite will be offered a chance at the beginning of the season, to opt on or off of the seniority list.

- (c) Once the list is established, it will be put in the order of seniority, on the basis of location.

### **Section 5.8 Temporary Storage**

- (a) The storage area is restricted to use by members.
- (b) Items in storage must be registered with the Campground Manager. The manager must be present when items are brought to be stored.
- (c) The storage fee must be paid in advance, with the length of stay predetermined.
- (d) The item must be removed before the end of the camping season, and the balance paid in full.
- (e) The Association is not responsible for any items placed in storage.
- (f) No dangerous, perishable, flammable, hazardous or toxic items, explosives, ammunition, or any illegal items may be stored within the storage area.

### **Section 5.9 Winter Storage**

- (a) The storage fee must be paid no later than November 15<sup>th</sup>. All units not paid in full or removed from Campers Village by this date will be assessed a monetary fine as set by the Board of Directors. If unpaid after 30 days, seasonal campsite privileges may be revoked. If the fee and fine remain unpaid after 90 days, the unit will be reported to the Illinois State Police as an abandoned vehicle.
- (b) Lessee agrees to carry his own liability and comprehensive insurance to protect against theft, pilferage, fire, windstorm, water damage, hail, and vandalism. The Association does not assume any responsibility for loss or damage to the stored item.
- (c) Member agrees to remove items from the storage area, as requested by the Board, to complete any necessary maintenance, repairs, or replacements, pursuant to written notice.
- (d) Water and electrical service will be shut off after the closing date.
- (e) Campsites may not be occupied after the closing date.
- (f) Nothing shall be left near, under, or around the unit to be stored (exception: a moderate stack of firewood).
- (g) All units to be stored shall be operational and in good repair.

### **Section 5.10 Golf Cart Operation**

- (a) All golf carts must be registered with the Campground Manager. Owners are required to sign a waiver of liability, indicating they have adequate insurance.
- (b) All golf carts operated in the evening or at night must have operating headlights and taillights.
- (c) Anyone operating a golf cart must have a state issued driver's license and be a member of the Association.
- (d) When not in use, golf carts must be stored at the property owner's campsite.
- (e) A violation of the rules applicable to golf cart operation will result in a verbal warning. Additional violations may result in suspension of privileges.

### **Section 5.11 Eviction**

- (a) Failure to comply with the stated rules and procedures may result in a fine or immediate eviction from the campground. The camper, at the demand of the Association, shall immediately remove all equipment and personal property.
- (b) The Association may refuse to permit a camper to re-enter Camper's Village after eviction.
- (c) No refund will be granted in such cases.

### **Section 5.12 Disclaimer**

- (a) The permittee waives any claim against the Association, its agents or employees, for damages arising out of use by the permittee, or any member of his party, within the campground facilities.
- (b) The Association makes no representation as to the suitability or safety of the campsite, and is not responsible for the actions other campers or persons within the development.

## ARTICLE 6. ENFORCEMENT OF RULES AND REGULATIONS

### Section 6.1 Procedures

- (a) Any person employed by the Association, or otherwise designated in writing by the Manager (hereinafter, "Association Personnel"), has the authority to enforce the terms of these Rules and Regulations.
- (b) As part of the Association Personnel's enforcement of these rules, they shall issue a written citation to the violator and a copy of the same shall be given to the Board of Directors, who shall determine the fine imposed.
- (c) Nothing herein shall prevent Association Personnel from reporting any violation of Illinois law to any local municipality, county or state government agency.
- (d) Any member of the Association who witnesses a violation of the Associations Rules and Regulations shall submit a written complaint to the Board. The complaint shall be in a format similar to that attached hereto as Exhibit A.
- (e) Upon receipt of a written complaint or issued violation, the Board will review the same and determine whether a violation has occurred.
- (f) If the Board determines that such a violation has occurred, the member will receive written notification of the same and be given the opportunity to be heard by the Board, the first time the violation occurs.
- (g) At the hearing, the alleged violator will have the opportunity to explain to the Board why he/she should not be held in violation of the Association restrictions. The violator may present any witnesses or evidence to the Board. The violator may not have an attorney attend such a hearing without first providing the Board with written notification of the same, at least three (3) days prior to the scheduled hearing. If the violator is found guilty of the violation, and the Association's attorney attended the hearing since the Board was advised that the alleged Violator would have an attorney attend the hearing, the Association may seek reimbursement of all fees and costs incurred to have its attorney attend the hearing.
- (h) The Board has the right to limit the length of time for every hearing.
- (i) At the conclusion of each hearing, the Board will determine if a violation occurred and if so, the penalty to be imposed. The member will be notified of the Board's finding in writing.
- (j) Any member who fails to request or attend a hearing will be found guilty of the violation, and the Board will proceed accordingly.
- (k) Notwithstanding that stated herein, any violation that violates Illinois law or presents an immediate danger or safety concern for any member or person on the Association's

property, or to property of the Association, may result in immediate action being taken, including the assistance of the local authorities.

### **Section 6.2 Fines and Remedies**

- (a) For any first time offense that does not cause immediate danger or harm to any person or property, a written warning may be issued by the Board.
- (b) A fines schedule shall be established by the Board for violations of the Association's rules and regulations. The Board shall use the schedule as a guideline and has the authority to vary the actual assessed fine based upon the specific circumstances of the violation.
- (c) The Board of Directors may at its discretion, suspend membership privileges for a period not to exceed 30 days for violations of the Association's rules, regulations, and policies.

### **Section 6.3 Payment of Fines**

- (a) If a guilty verdict is upheld, all fines and any applicable restitution shall be remitted to the POA office within thirty (30) days after the Board issues its written decision.

**Addendum to the Oak Run Rules and Regulations  
Adopted by the Board of Directors on 11/15/2018**

**RESOLUTION**

At a duly convened meeting of the Board of Directors of the Oak Run property Owners Association held on the 15<sup>th</sup> of November, 2018, with a quorum present, it was resolved as follows:

**RECITALS**

WHEREAS, the Association has determined that kayak and paddle board operation in waked areas of Spoon Lake can be hazardous to the users and other boaters if not done safely.

WHEREAS, the Board has resolved that reasonable rules and regulations are necessary in order to protect the Association's best interests.

**ACCORDINGLY, IT IS RESOLVED AS FOLLOWS:**

**Paddle Board Use**

1. Paddle board operation is restricted to within 50 feet of the shoreline in waked areas.
2. A child 12 years of age or younger must wear a USCG approved lifejacket at all times when using a paddle board.
3. A paddler, 13 years of age or older must wear a USCG approved lifejacket, or use a tether during operation

**Kayak Use**

- I. Kayak operation is restricted to within 50 feet of the shoreline in waked areas of Spoon Lake during high traffic periods, and during low visibility periods in the mornings or evenings.
2. During low traffic periods, a kayak may proceed beyond the 50 foot restriction as long as an orange flag is clearly displayed, that is visible to other watercraft.
3. All kayaks operated during low visibility periods must be equipped with a flashlight or lantern to signal other boaters.
4. Each Kayak user 13 years of age or older must have a USCG approved lifejacket or floatation device onboard the vessel.
5. A child 12 years of age or younger must wear a USCG approved lifejacket at all times when operating or riding in a kayak.



# Oak Run Complaint Form

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Subdivision & Lot Number: \_\_\_\_\_

**Complaint:** Please describe the nature of your complaint/violation. Include the date and time of the occurrence, and where it occurred. Be as specific as possible and include any pertinent information, such as boat sticker numbers, lot numbers, outlot letter, etc. *Please use the back of this form if more room is needed.*

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**Witnesses:** Please list any witnesses concerning this complaint. Include their name, address, and phone number.

\_\_\_\_\_  
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\_\_\_\_\_



**Office Use Only**

Date Received: \_\_\_\_\_ Need Further Action? \_\_\_\_\_

Received By: \_\_\_\_\_ Issue Resolved? \_\_\_\_\_

Date Issue was Addressed: .....Addressed by :



## 2019 Approved Fee and Fine Schedule

### POA FEE SCHEDULE:

2019 Maintenance Assessment.....	\$375.00
Late Fee (If paid after April 31 <sup>st</sup> ) .....	\$ 2.00
Boat Slip Seasonal Rental.....	\$480.00
Non-Resident Household Garbage Policy (Per Month**) .....	\$ 22.00

\*\*Three Month Minimum Required to Start

### BRENTWOOD POOL:

Property Owners Swim for Free!

Guest Fee.....	\$ 2.00
Swim Lessons for Property Owners (Per Person/Per Session) .....	\$ 25.00
Swim Lessons for Accompanied Guests (Per Person/Per Session).....	\$ 30.00
Aqua Aerobics (Per Person/Per Class) .....	\$ 3.00
Pool Parties – 2 Hours Maximum (Lifeguard Required).....	\$ 25.00
Lifeguard Services (Per Guard/Per Hour) .....	\$ 15.00

### BRENTWOOD LOUNGE – 6 HOUR RENTAL:

50 or More People Attending .....	\$200.00
Security Deposit .....	\$ 75.00
Under 50 People Attending .....	\$125.00
Security Deposit .....	\$ 75.00
Additional Hours (Per Hour).....	\$ 25.00

### CAMPER'S VILLAGE:

Permanent Site .....	\$760.00
Semi-Permanent Site .....	\$650.00
Daily Camping for Property Owner .....	\$ 15.00
Daily Camping for Accompanied Guest .....	\$ 20.00
Storage – Per Day.....	\$ 1.00
Storage – Per Month.....	\$ 30.00
Winter Seasonal Storage (Only for Leased Sites) .....	\$140.00

### WATERCRAFT REGISTRATION:

Watercraft 26 HP and Over and Jet Skis .....	\$175.00
Watercraft 25 HP and Under.....	\$ 50.00
Non-Motorized Watercraft .....	\$ 25.00
Swim Platforms .....	\$ 25.00
Replacement Stickers.....	\$ 10.00
Temporary Tag (Per Hour – 2 Hour Maximum**).....	\$ 5.00

\*\*Only on Weekdays (No Holidays) between 9:00 am and 3:00 pm to Test Watercraft



## **GOLF COURSE FEE SCHEDULE:**

### **DAILY GREENS FEE WITH CART – 18 HOLES**

Before 3:00 p.m. ....	\$ 32.00
After 3:00 p.m.....	\$ 25.00

### **WALKING 18 HOLES ANY TIME OF DAY**

Seven Days a Week, Any Time .....	\$ 20.00
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### **9 HOLE RATES**

Greens Fee and Cart.....	\$ 20.00
Greens Fee .....	\$ 15.00

### **10 ROUND PUNCH CARD RATES**

Greens Fee and Cart.....	\$275.00
Greens Fee .....	\$175.00

### **SEASON MEMBERSHIPS**

Single .....	\$450.00
Couple .....	\$660.00
Additional Qualified Family Member (Per Person) .....	\$240.00
Junior Membership (Senior in High School or Younger).....	\$130.00

### **SEASON CART RENTAL**

Single .....	\$475.00
Additional Family Member.....	\$200.00

### **PRIVATE CART TRAIL FEE (50 Maximum)**

Property Owner .....	\$375.00
Couple Cart .....	\$525.00
Cart Storage Fee (Shed) .....	\$160.00
Electric surcharge (Per Cart) .....	\$ 70.00

### **DEFINITIONS**

Single – One person, married or unmarried.

Additional Family Member – Any dependent child, who is a fulltime student; up to and including the age of 23.

## **ARCHITECTURAL & ENVIRONMENTAL CONTROL (AEC) FEES:**

New House Permit Fee.....	\$500.00
New House Deposit Fee .....	\$500.00
Garage Permit Fee .....	\$250.00
Garage Deposit Fee .....	\$250.00
Room Addition Permit Fee .....	\$250.00
Room Addition Deposit Fee .....	\$250.00
Demolition / Moving Permit Fee.....	\$250.00
Demolition / Moving Deposit Fee.....	\$1,000.00
Dock Permit Fee .....	\$150.00
Deck Permit Fee .....	\$100.00
Accessory Building / Shed Permit Fee .....	\$250.00
Siding / Landscaping Permit Fee.....	\$ 25.00
Miscellaneous Construction Permit Fee .....	\$ 25.00
Tree Removal .....	No Charge
Shoreline Improvements .....	No Charge

**CONSTRUCTION EXTENSION FEE STRUCTURE:**

3 Month Extension .....	\$100.00
6 Month Extension .....	\$200.00
9 Month Extension .....	\$300.00
12 Month Extension .....	\$500.00

**ADMINISTRATIVE RATES:**

Copies (Per Page) .....	\$ .25
Faxes Sent or Received (Per Page) .....	\$ 1.00
Lien Fee.....	\$100.00

**2019 FINE SCHEDULE:**

The Board shall use the following schedule as a guideline and has the authority to vary the actual assessed fine based upon the specific circumstances of the violation. The Board of Directors may at its discretion, suspend membership privileges for a period not to exceed thirty (30) days for violations of the Association’s Rules, Regulations, and Policies. If a guilty verdict is upheld, all fines and any applicable restitution shall be remitted to the POA office within thirty (30) days after the Board issues its written decision.

**FINE SCHEDULE**

1 <sup>st</sup> Violation .....	Warning or Fine Up to \$200.00
2 <sup>nd</sup> Violation.....	\$50.00 to \$200.00
3 <sup>rd</sup> Violation.....	\$100.00 to \$300.00
Additional Violation.....	\$400.00
Safety Violation.....	Warning or Fine Up to \$500.00
Continuing Violations.....	Daily Fines Until Cured

**FINE SCHEDULE FOR TREE HARVESTING WITHOUT PRIOR WRITTEN CONSENT OF THE AEC COMMITTEE:**

Fines are per tree, according to the diameter of the tree, and the location of the tree. (See the chart on the following page.) All trees harvested without prior written consent of the AEC Committee also require the property owner to replant a tree for each tree harvested.

TREE DIAMETER	PROPERTY OWNER LOT	OUTLOT
6"-10"	\$1,000	\$2,000
10"-14"	\$2,000	\$4,000
14"-18"	\$3,000	\$6,000
18"-22"	\$4,000	\$8,000
22" +	\$5,000	\$10,000