

VIKING VALLEY ASSOCIATION

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2025 HANDBOOK

A Private Membership Lake

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BOARD OF DIRECTORS
PHONE NUMBERS
ASSOCIATION FEES
WATER FEES
OFFICE HOURS

INSIDE FRONT COVER
INSIDE FRONT COVER
INSIDE BACK COVER
INSIDE BACK COVER
INSIDE BACK COVER

IMPORTANT PHONE NUMBERS

EMERGENCY Daviess County (Ambulance/Fire/Rescue) 911
Sheriff of Daviess County (660) 663-2031 or 663-2149
State Hwy Patrol (Emergencies) 800-525-5555
Lake Viking Association Office(660) 322-9001
Public Water Supply Dist. No. 3 - Billing Office(660) 663-2771
Public Water Supply Dist. No. 3 - Water Plant(660) 663-2771
Water Plant Supervisor (after-hours).....(660) 334-0243
Farmers' Electric Cooperative (during business hours) 800-279-0496
Farmers' Electric Cooperative (after business hours) 800-927-5334
Rapid Removal (Trash Service) 816-238-8933
Windstream Telephone Company 800-347-1991

Board of Directors

Michelle Sullivan, President
Dan Weidmaier, 1st Vice President
Dave Schaefer, 2nd Vice President
Robert Walton, Treasurer
Dave Daniel, Asst. Treasurer
Christina Lindsay, Secretary
Tom Rice, Asst. Secretary

DECLARATION OF AMENDED AND RESTATED
COVENANTS & RESTRICTIONS
for the VALKYRIE VALLEY SUBDIVISION

This declaration being executed by and on behalf of Viking Valley Association, a not-for-profit corporation governed under the provision of chapter 355 of the Statutes of Missouri ("the Association").

WHEREAS, the Association, as the assignee of Lake Viking Corporation, was formed for purposes of serving as a homeowner's association for the residents of the Valkyrie Valley Subdivision, a subdivision of land located in Daviess County, Missouri ("the Subdivision"); and

WHEREAS, certain aspects of the terms of operation, use and governance the Subdivision is presently controlled and dictated according to that certain DECLARATORY STATEMENT OF COVENANTS TO RUN WITH THE LAND which is dated June 15, 1967 and is recorded in Book 182 at Page 308 with the Recorder of Deeds for Daviess County, Missouri ("the Recorder"), which was amended by a document filed in Book 185 at Page 54 with the Recorder and thereafter, further amended by a document filed in Book 235 at Page 145 with the Recorder, such documents being collectively referred to as the "Previous Declaration"; and

WHEREAS, according to its terms, the Previous Declaration may be changed, altered, amended or revoked in whole or in part by a vote of at least two-thirds of the record owners of lots within the Subdivision; and

WHEREAS, this Declaration was presented by the directors of the Association to the record owners of lots within the Subdivision for approval; and

WHEREAS, this Declaration received the approval of at least two-thirds of the record owners of lots within the Subdivision, such approvals, and copies of such approvals, being maintained at the primary business office of the Association.

NOW, THEREFORE, BE IT KNOWN, that, excepting certain unplotted areas which the Association may from time to time set aside for special usage and/or future development, and in so doing may specifically restrict, the lots and property within the Subdivision shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions set forth herein.

UTILITIES COVENANT

Sewage disposal units or systems which are installed within the Subdivision must be approved by the applicable governmental agencies or bodies, including, but not necessarily limited to, Missouri's Department of Natural Resources or its successor and such other bodies as deemed necessary and appropriate by the Association. Once such systems are established or installed, they shall be kept in good and satisfactory operating condition and shall be subject to periodic inspection as directed by the Association and/or the aforementioned authorities.

In the event some form of central or public or service public sewer plant, system and related lines are subsequently required and/or established, then the owner of each lot and each sewer system agrees to be assessed and pay their fair and equitable share of the system's cost, such cost to be allocated on a uniform basis throughout the Subdivision.

Each lot owner agrees to abide by and comply with any and all conditions and requirements imposed by parties, be they public, private or governmental, which supply water service to the Subdivision.

MEMBERSHIP COVENANT

The owner of each lot covenants and agrees to maintain their membership in good standing and the owner of each lot agrees to abide by the By-Laws of the Association, as they may be from time to time amended, and further agrees to pay the Association an annual charge in the amount of \$75.00, payable on the first day of May of each year, so long as he shall own property in the Subdivision. Five Dollars of the first annual payment shall be a membership fee, the balance of \$70.00 and the succeeding \$75.00 annual payments being a reasonable, necessary and proportionate charge for the maintenance, upkeep and operation of various areas and facilities by the Association, regardless of whether or not the privilege of using such areas or facilities is exercised, and to further the purposes of the Association, as stated in its Articles of Incorporation. The above charge may not be increased except by vote of the owners of the lot as provided herein. This covenant concerning said real estate, and the enjoyment, use and benefit thereof, shall be deemed to run with the land and the non-payment of the annual charges shall, after the respective due dates, together with any and all other costs or charges assessed hereunder, together with related costs of enforcement of the terms of this Declaration and cost of collection of assessments, including attorneys' fees, become the personal obligation of the lot's record owner (and joint and several obligation if more than one owner) at the time of the violation or, in the case of assessment, at the time it falls due and shall also become a lien against the offending lot in favor of the Association which shall be enforceable by the Association. All unpaid assessments shall bear interest at the rate of 12% per annum after their due date. The membership of the Association may, from time to time, amend its By-Laws, provided that no amendment shall be permitted which expressly: (i) contravenes the terms and conditions of this Declaration; or (ii) prohibits or unduly frustrates the incorporation of all or part of the Subdivision into a municipality. In all instances when any of the Association's Articles, By-Laws, Rules or Regulations conflict with this Declaration, then this Declaration shall control. The lien of assessments provided herein shall be subordinated to the lien of a first deed of trust. However, the sale or transfer of any lot pursuant to a first deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of assessments which became due prior to such sale but not those falling due subsequent thereto. Notice to any owner shall be sufficient if placed in the U.S. Mail, postage prepaid and addressed to an owner at his address as maintained at the office of the Association or an address found in the Daviess County Recorder of Deeds office or Collector's office. Notice shall be deemed delivered on the third business day after mailing.

RESTRICTIONS

1) The Lots shall be used exclusively for residential purposes, except those Lots designated as business, commercial, or "special use" areas on the plats of the Subdivision. No lots may be subdivided.

2) All building plans, including plans for additions or major repairs, and type of materials must be approved by the Association and must comply with any existing local building codes, if any, in force at the time of construction.

3) Not more than one single-family dwelling house may be erected or constructed on any one lot. No building may be erected on any lots prior to the erection of a dwelling house, except hangars on lots designated as "S" lots or a boathouse on waterfront lots may be constructed upon receiving prior written permission from the Association. No accessory, basement or temporary building, including a boathouse, shall be used or occupied as living quarters. No building shall be constructed or erected on said lots unless built of solid or permanent material. No unpainted exteriors shall be permitted without permission of the Association. No mobile homes, house trailers, tents, or other similar structures shall be erected, moved onto, or placed upon an unimproved lot, except in those specific areas which may be designated for such use. No open basements or foundations shall remain unenclosed without permanent sub-flooring. The exteriors of all buildings and all additions or major repairs must be completed within six months from the date construction commences.

4) Minimum residence living space on ground or first floor, exclusive of porch area, shall be in conformity with the letter symbol on each lot as set forth on the plat or plats of the Subdivision, so that the minimum area for lots classified "A" shall be 1200 square feet; the minimum for Lots classified "B" shall be 1020 square feet; the minimum for Lots classified "C" shall be 840 square feet; the minimum for Lots classified "D" shall be 680 square feet; the minimum for Lots classified "E" or bearing no classified symbol shall be subject to individual determination by the Association; the minimum residence living space on ground or first floor may be diminished by established percentages for certain types of construction involving second floor plans including, but not limited to, A-frames and split levels, provided that before construction is commenced written permission and approval of plans is obtained from the Association in accordance with current reduction schedules then utilized. No porch or projection of any building shall extend nearer than twenty-five (25) feet from any road right-of-way; nor nearer than ten (10) feet from the side property line; nor nearer than twenty (20) feet from the rear line of any lot; nor within fifty (50) feet from the normal waterline as indicated on Plat for the Subdivision without written permission of the Association. All conditions of the Zoning Regulations of Daviess County, Missouri, if any, must be complied with, provided that when and/if such Zoning Regulations impose different restrictions than this Declaration, whichever imposes the more restrictive or imposes the higher standards shall control.

5) No outside toilets shall be allowed. No waste shall be permitted to enter Lake Viking and all sanitary arrangements must be inspected and approved by local and/or state health officers, and all buildings having plumbing facilities shall be required to connect to central water and when and if available, sewer systems. No individual drain field or other disposal system shall be allowed nearer than fifty (50) feet from the normal water mark of Lake Viking.

6) No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood and the Association shall determine what constitutes noxious or offensive activity and said determination shall be complete and final. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers. No

signs of any kind shall be displayed on any lot without written permission of the Association. Failure to mow lots at least three (3) times a year and to maintain lots and improvements in a tidy manner will result in maintenance of the lots by the Association, for which a reasonable charge may be levied against the property owner and shall become a lien on the applicable lot.

7) No boat docks, floats or other structures extending into Lake Viking shall be constructed or placed into or on said lake without prior written approval of the Association. Use of Lake Viking is limited to members of the Association, and such use shall be in compliance with the rules and regulations of said Association. The Association shall have the use of Lake Viking for its corporate purposes.

8) There shall be a reserved perpetual easement twenty (20) feet in width along the entire shoreline of Lake Viking, together with an easement fifteen (15) feet in width along both sides of all road rights-of-way and an easement ten (10) feet in width along the side and rear lines of each and every lot, with the right of ingress and egress thereon for the purpose of installing, operating, maintaining and servicing all types of utilities and drainage ditches and appurtenances thereto, together with the right to trim, cut or remove any trees or brush necessary for the above purposes. The owner of a lot shall have no cause of action against the Association or its licensees, either at law or in equity, by reason of any damage caused said lots in the installation, operation or maintenance of above-mentioned utilities except in cases of gross negligence. With the Association's prior written approval, the owner of two abutting lots may construct improvements upon an easement and thereby partially or totally vacate or relocate the subject easement.

9) The owners of all lots shall automatically become members of the Association and they shall conduct themselves according to the terms of the Association's By-Laws.

10) These Restrictions and Covenants run with the land, and shall bind the owner of any lot, their heirs, executors, administrators, personal representatives and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for the Association or any person or corporation owning any lot in the Subdivision to prosecute any proceedings at law or in equity against those violating or attempting to violate any such covenants or restrictions and to prevent him, them or it from doing so, and/or to recover damages for such violation. These Restrictions and Covenants specifically and this Declaration in general may be enforced in law or in equity and all costs of such enforcement, including attorneys' fees, shall be the personal obligation of the offending party and a lien on the lot or lots owned by the offending party. All of the restrictions, conditions, covenant and agreements contained in this Declaration shall continue until January 1, 2027 and shall, unless terminated, continue on for consecutive terms of ten (10) years each thereafter. This Declaration and its terms, restrictions, conditions and covenants may be changed, altered, amended or revoked in whole or in part by the vote of two-thirds (2/3) majority of the record owners of lots who cast their written ballot in a vote which is authorized and called for by a two-thirds (2/3) vote of the Association's Board of Directors. Ballots for such votes shall be mailed by certified, registered or similar mail to the lot owners at their last known address as reflected in the Association's records, and if no such address is reflected in the Association's records, then to the most current address for the owner of the lot which is found in the Daviess County, Missouri, Recorder of Deeds office or Collector's office. Only those written ballots which are returned to the Association's offices no later than

forty (40) days from their date of mailing shall be included in the ballot and a two-thirds majority of the ballots as so cast shall be required to pass an amendment. The Association's Board of Directors shall appoint five members of the Association to supervise the balloting and evidence of mailing and the ballots shall be retained by the Association for five (5) years. Notwithstanding the foregoing, no amendments shall be permitted which violate the purposes set forth in Restrictions No. 1 and No. 8. Any invalidation of any of these covenants and restrictions by a court of competent jurisdiction shall in no way affect any other of the provisions thereof, which shall thereafter remain in full force and effect. Whenever the terms hereof call for or permit a lien on a lot, then the Association may assess an additional administrative charge for preparing and filing such lien.

11) Mobile homes shall be permitted on "MH" lots only. Minimum requirement is 400 sq. ft. living area. No units over 5 years old will be approved. All units must be skirted within ninety (90) days after placing. A picture and plan of mobile unit, lot and septic system showing location on lot must be submitted to the Association or its designee and to all applicable governmental or quasi-governmental bodies, including but not limited to Missouri Department of Natural Resources or its successors prior to its installation.

12) Whenever provision is made in this Declaration for a vote of the owners, then regardless of the number of owners, only one vote per lot shall be permitted and any lot owner that is not in good standing with the Association and current on all dues and assessments thirty (30) days prior to the date ballots are mailed, shall not be permitted to vote or provided a ballot for purposes of casting a vote.

BY-LAWS

of VIKING VALLEY ASSOCIATION

The following shall be the By-Laws of Viking Valley Association, a Not-For-Profit Corporation organized under the Corporation Law of the State of Missouri, and hereinafter called the "Association", and, as such, the Corporation shall abide by the Missouri State Statutes Not-For-Profit Corporation Law, Chapter 355 (a copy of which is in the Association office). These By-Laws should be read in concert with the Declaration (as such term is defined herein) as the Declaration was amended by the AMENDMENT AND EXTENSION OF THE DECLARATORY STATEMENT OF COVENANTS TO RUN WITH THE LAND OF AND FOR THE VALKYRIE VALLEY SUBDIVISION to which was attached as "Exhibit B" the DECLARATION OF AMENDED AND RESTATED COVENANTS AND RESTRICTIONS FOR THE VALKYRIE VALLEY SUBDIVISION all of which being recorded at Book 325, Page 181 with the Daviess County Recorder of Deeds Offices; however, when the terms of these By-Laws or any Rules or Regulations established hereunder conflict with the Declaration, then the Declaration shall control.

PREAMBLE to BY-LAWS

Section 1. Adoption: Adoption of the By-Laws has been adopted at a duly called meeting of the Active Members according to the requirements of the By-Laws in effect at the time of their adoption. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a majority of Active Members who are current in the payment of all dues and all other charges, fees and assessments as provided for under

ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV, attending a special or regular meeting. A notice must be sent to all Active Members at least ten (10) days prior to the meeting, notifying such members that a contemplated change in the By-Laws will be voted on in said meeting. Such notice shall set forth the changes as are contemplated or proposed.

Section 2. Definitions: Unless the text and usage clearly indicate otherwise, the following words and terms when bearing initial capitals shall have the following meanings and whenever necessary to the meaning of any provision the singular shall include the plural and the masculine shall include the feminine:

(a) "Corporation" and "Association" are interchangeable terms and refer to Viking Valley Association.

(b) Any and all "Notice" hereunder shall be good and sufficient if personally delivered, or if e-mailed, or if mailed by certified, registered or regular U.S. Mail, postage prepaid, to the Members at their last known address as reflected in the Association's records, and if no such address is reflected in the Association's records or if the address listed has proven to be stale, then to the most current address for the Member which is found in either the Daviess County, Missouri, Recorder of Deeds' office or Collector's office. If mailed, the notice shall be deemed to be delivered when deposited in the mail with required postage attached.

(c) "the Declaration" shall mean and refer to that certain DECLARATORY STATEMENT OF COVENANTS TO RUN WITH THE LAND which was recorded with the Daviess County Recorder of Deeds' Office on or about June 15, 1967, at Book 182, Page 308 as it was thereafter from time to time amended, extended and restated, including the extensions and amendments by the AMENDMENT AND EXTENSION OF THE DECLARATORY STATEMENT OF COVENANTS TO RUN WITH THE LAND OF AND FOR THE VALKYRIE VALLEY SUBDIVISION to which document was attached as "Exhibit B" the DECLARATION OF AMENDED AND RESTATED COVENANTS AND RESTRICTIONS FOR THE VALKYRIE VALLEY SUBDIVISION all of which being recorded at Book 325, Page 181 with the Daviess County, Missouri, Record of Deeds.

(d) "State" shall be the state of Missouri.

(e) "Recorder" shall mean the Recorder of Deeds for Daviess County, Missouri.

(f) The word "Director" shall mean a person who holds a position on the Board of Directors.

(g) "By-Laws" shall mean these By-Laws.

(h) "Board Officers" shall mean Board Directors with specific duties such as President, Secretary, Treasurer, etc., as determined by the Board of Directors, who are elected by the Association Members at the annual meeting.

(i) "Rules and Regulations" shall be the Rules and Regulations adopted by the Board of Directors.

(j) "Subdivision" shall mean the Valkyrie Valley Subdivision.

ARTICLE I: CLASSES OF MEMBERSHIP

Section 1. Classes of Members: The Corporation shall have two classes of members:

a. Active Members: The qualifications of Active Members shall be that each member be the record owner of a lot or tract of land located in Valkyrie Valley Subdivision, or any addition thereto, including any person who has contracted for the purchase thereof, provided that said person meets the requirements set forth in the By-Laws and/or rules and regulations which may be adopted. The term "person" shall include any person, firm or corporation.

In the case of a married couple being the Active Member, then all privileges with the exception of unlimited guests (rev 3/23) shall be extended to his/her immediate family. The word "family" shall be interpreted to mean the wife/husband, if living at home, and all unmarried children under 21 years of age who still reside in the home of such Active Member.

Where two or more families jointly own a single lot, each family must apply for individual memberships and each pay a membership fee and annual charge and assessments.

Where two single persons jointly own a lot, there shall be two membership fees and separate annual charges and assessments, except by special exception voted upon by the Board of Directors.

Company/Corporate Memberships are available at the same cost and basis as an Active Membership. One of the company's officers shall be designated as the Active Member. A Company/Corporate membership may be transferred to another individual of the same firm for a transfer fee of Fifty Dollars (\$50). The individual in whose name such membership is being transferred to must be approved in the same manner as an Active Membership as provided in the By-Laws.

Irrespective of any other provisions herein, only one vote shall be permitted for each lot.

b. Associate Members: Sons or daughters of Active Members, who are over 21 years of age, unmarried and residing at the home of an Active Member, shall qualify as Associate Members. Upon the payment of one-half the regular annual fees established by the Association, they may enjoy all the benefits of the Association, except they shall have no voting rights. Applications must be presented by Active Members.

Section 2. Effect of Non-Payment of Dues, Fees and Assessments: Only Active Members who are current on all fees, dues, charges and assessments, and whose voting rights have not otherwise been temporarily revoked, shall be deemed to be in good standing and may vote in matters relating to the Association. The "current" status of any member under this sub-Section shall be determined as of 45 days prior to the date of a meeting at which a vote may be cast by the Active Member. Further, the rights and privileges granted to use the Association's common areas and recreational facilities, including, but not limited to, those rights provided for, discussed and granted in ARTICLE III hereof, shall be suspended during any period during which a Member is not current on payment of all fees, dues, charges and assessments. In the event one lot has multiple owners, then all owners of such lot must be current or the voting rights and use privileges attributed to such lot shall be suspended.

ARTICLE II: VOTING RIGHTS

Section 1. In General: The full voting power shall be vested in the Active Members who are current in the payment of all dues and all other charges, fees and assessments as

provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV. The Associate Members shall not be entitled to vote and they shall not be entitled to receive notice of any meeting or to participate therein, unless the Board of Directors specifically authorizes such party by name to have privileges of an Active Member or to receive notice for the purposes of requesting his or their attendance at meetings. Any Active Member who holds an ownership interest in more than one lot shall not be entitled to more than one vote by virtue of the ownership of two or more lots.

Section 2. Ownership and Voting Rights: Except as may otherwise be required by law or by the Certificate of Incorporation, or by these By-Laws, any right of voting members to vote, and any right, title and interest of any member of any class in and/or to the Association and its properties and its franchises, shall cease and divest upon termination of his or her membership.

Section 3. Manner of Acting: The membership of the Association shall take action by a vote of a majority of its Active Members who are current in the payment of all dues and all other charges, fees and assessments as provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV (except where more than a majority is required elsewhere in these By-Laws) present at duly convened Annual or Special Meeting of the Members.

ARTICLE III: RIGHTS AND PRIVILEGES

Section 1. Privileges: Subject to such reasonable Rules and Regulations as may be adopted pursuant to these By-Laws, each Active Member, and as provided herein Associate Members shall have the right and privilege to the use of Lake Viking, the boat ramp and public or community areas owned and controlled by the Association. Members shall be responsible for compliance of such Rules and Regulations by members, their families, renters and guests.

Section 2. Suspension of Privilege: Violation of any of the Rules and Regulations, as referred to herein, may, at the discretion of the Association's Board of Directors or any committee to which the Board has delegated such duties, result in the suspension of privileges either temporarily or permanently. Suspension of any recreation and/or lake privileges shall not however, deny an Active Member the right to vote or attend the Association meetings unless specifically stated by the Association's Board of Directors. However, any member who is not current in the payment of all dues and all other monetary obligations imposed under ARTICLE XIV shall have the privileges granted under this ARTICLE IMMEDIATELY SUSPENDED AND THEIR GUEST PASSES WOULD IMMEDIATELY BECOME NULL AND VOID. Privileges granted under this ARTICLE will be immediately reinstated when member becomes current in the payment of all dues and all other monetary obligations.

ARTICLE IV: ANNUAL CHARGES, ASSESSMENTS AND OTHER FEES

Section 1. Annual Charges: The Declaration in its Membership Covenant provides for a \$75.00 annual charge which is sometimes referred herein as "dues". These dues shall be established, collected, and increased or decreased as provided in the Declaration.

Section 2. Special Assessments: If authorized by a majority vote of the Active Members who are current in the payment of all dues and all other charges, fees and

assessments as provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV at any meeting of the Association, Special Assessments may be authorized by the Board of Directors for new improvements, purchase of new equipment, making additions to present facilities or equipment, for projects or purposes necessary for the proper upkeep of the Lake in its original status or condition, and for any other purpose so authorized. Special Assessments shall not be used to pay expenses or to make disbursements of the type and nature typically paid out of or from dues. Special Assessments shall be in addition to dues.

Section 3. Special Lake Assessments: If authorized by a majority vote of the Active Members who are current in the payment of all dues and all other charges, fees and assessments as provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV at any meeting of the Association Members, Special Lake Assessments may be authorized by the Board of Directors for purposes of dredging operations, shoreline erosion control, dam maintenance and associated payroll. Special Lake Assessments shall not be used to pay expenses or make disbursements of the type and nature paid out of or from dues. Special Lake Assessments shall be in addition to dues.

Section 4. Special Road Assessments: If authorized by a majority vote of the Active Members who are current in the payment of all dues and all other charges, fees and assessments as provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV at any meeting of the Association, Special Road Assessments may be authorized by the Board of Directors for general road repair and maintenance, including but not limited to: patching, chip & seal, signage repair and snow removal. Special Road Assessments shall not be used to pay expenses or make disbursements of the type and nature paid out of or from dues.

Section 5. Multi-Lot Assessment: As of March 31, 2011, we will collect all assessments on all lots changing legal ownership. We will grandfather members who currently own more than (7) seven lots on the lots they now own. Any future lots those members might acquire will be charged full assessments.

Section 6. Obligation: All dues, fees, charges and assessments shall be due and payable regardless of whether or not the respective or various privileges granted herein are exercised.

Section 7. Refunds: Except by special action and vote by the Board of Directors to the contrary, no refunds of dues, fees, assessments or charges will be made by this Association to any member who has or will resign.

Section 8. Non-Payment Penalties & Late Fees: Any payment of dues, assessments or other charges received more than ten (10) days after the due date will be deemed a late payment, whence lake and community privileges are immediately suspended and member's Guest Passes become null and void. (rev 3/21) Lake and community privileges

including Guest Passes will be immediately reinstated when member becomes current in the payment of all dues, assessments or other charges. Late fees: A 4% late fee will be assessed at thirty (30) days late, again at sixty (60) days late, and again at ninety (90) days late. (rev 3/23)

Section 9. Board Authority to Collect Past-Due Obligations: When any payment of dues, assessments, fees or other charges becomes ninety (90) days past due, the member responsible for payment of the delinquent account shall be sent written notice that if the delinquent dues, assessments, fees or other charges plus any late payment penalties and interest accrued thereon, are not paid in full within thirty (30) days of the date of the written notice, then a majority of the Board of Directors shall have the authority to authorize the Association to initiate legal proceedings to collect the outstanding obligation and all costs of collection, including attorneys' fees and an administrative charge of One-Hundred Fifty Dollars (\$150.00).

Section 10. Lien of Assessment and Other Charges: The dues, assessment, fees and any and all other charges, including related collection costs and the enforcement costs of the terms and conditions imposed by the Association, its By-Laws, Rules and Regulations, and any and all obligations, rules or regulations imposed by the Declaration, attorneys' fees, administrative fees, late charges and interest, shall be lien against the applicable member's lot or lots, shall be the personal obligation of the owner of the non-paying, delinquent or offending lot (and a joint and several obligation if more than one owner) at the time of the first occurrence of the violation or, in the case of an assessment or dues, at the date at which it first falls due. Irrespective of whether or not collection actions or litigation has been initiated, the Association may place of record with the Daviess County Recorder of Deeds a certificate of any unpaid or outstanding charge, lien, cost, administrative charge or assessment, such certificate to be in a form reasonably approved by counsel for the Association. The lien of assessments and any and all other dues, costs and charges provided herein shall be subordinated to the lien of a first deed of trust. However, the sale or transfer of any lot pursuant to a first deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of assessments which became due prior to such sale but not those falling due subsequent thereto. Notice to any owner shall be sufficient if made as required hereunder.

ARTICLE V: OFFICES AND RECORDS

Section 1. Registered Office and Registered Agent: The location of the registered office and the name of the registered agent of the Association in the State of Missouri shall be such as shall be determined from time to time by the Board of Directors and on file in the appropriate office of the State of Missouri, pursuant to applicable provisions of the law.

Section 2. (A) Records: The Association shall keep at its registered office, or principal place of business, in Missouri, original or duplicate books in which shall be recorded the number of its membership, the names of its members, the classes of memberships held by the respective members, the amount of its assets and liabilities, the names and places of residence of its officers and, from time to time, such other additional records, statements,

lists and information as may be required by law, including the membership voting lists mentioned hereafter in these By-Laws.

(B) **Inspection of Records:** An Active Member shall be entitled to inspect the records of the Association pursuant to any statutory or legal right, shall be privileged to inspect such records only during the usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Association.

Section 3. Seal: The corporate seal shall have inscribed thereon, the name of the Association and the words "Corporate Seal - Missouri." Said seal may be used by causing it or a facsimile thereof, to be impressed or affixed or in any manner reproduced.

ARTICLE VI: ANNUAL MEETING of Members of the Association

Section 1. Annual Meetings: The Annual Meeting of the Active Members who are current in the payment of all dues and all other charges, fees and assessments as provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV, commencing with the year 1970, shall be held at the principal office of the Association, or at such other place within Daviess County, Missouri, as may be determined by the Board of Directors, and shall be designated in the notice of said meeting, on the first Sunday in the month of March of each year (or if said day be a legal holiday, then on the next succeeding day not a legal holiday) at 2:00 p.m. for the purpose of electing Directors, and for the transaction of such other business as may be properly brought before the meeting. At the Annual Meeting, the Directors shall report on the financial statement of the income and expenses for the preceding year and the proposed budget for the current fiscal year. At least ten (10) days prior to the Annual Meeting, a copy of the above reports shall be sent to each Active Member via e-mail, posted on-line to LV website/Facebook, or published in LV Newspaper. (rev 3/21)

Section 2. Special Meetings: Special Meetings of the Active Members may be called by the President, a majority of the Board of Directors or by ten percent (10%) of the Active Members who are current in the payment of all dues and all other charges, fees and assessments as provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV. Any call of a Special Meeting by such Active Members shall be in writing, signed by the Members calling such meeting and delivered to the Secretary of the Association. Such request shall set forth the purpose for which the Special Meeting is being called.

Section 3. Notice of Meetings: Notice of all meetings stating the place, day and hour of any such meeting of members shall be delivered, either personally or by mail, to the member not less than ten (10), nor more than forty (40) days prior to the meeting, by, or at the direction of the President, Secretary, Officers or persons calling the meeting in such manner and to such addresses as elsewhere provided herein. In case of a special meeting, or when required by Statute or these By-Laws, the purpose for which the meeting is called shall be stated in the notice.

Section 5. Quorum: Fifteen (15) Active Members who are current in the payment of all dues and all other charges, fees and assessments as provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE

XIV shall constitute a quorum for the purpose of doing business. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time, without further notice.

Section 6. Proxies: At any meeting of members, an Active Member entitled to vote must vote in person and no proxies shall be permitted.

Section 7. Time of Voting: At Annual Meetings, members have to be present at the time of respective votes for Board Candidates, budget and all other initiatives.

ARTICLE VII: BOARD OF DIRECTORS

Section 1. Authority. The Board of Directors shall have control of the affairs of the Corporation. Effective with the Annual Meeting on March 3, 2002, the Board shall consist of seven Directors. All must be Active Members who are current in the payment of all dues and all other charges, fees and assessments as provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV who are eligible to vote in the Association's business matters as of the time they are elected to office.

The Board shall be divided into two classes of two (2) Directors, each, and one class of three (3) Directors. Terms of office shall be for three (3) years. At each Annual Meeting, depending on the number of vacancies, either two (2) Directors or three (3) Directors shall be elected to succeed the Directors whose terms expire. Directors shall take office within twenty-four (24) hours after election. Cumulative voting shall not be permitted in the election of Directors.

Section 2. Regular Meetings: A regular meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after, and at the same place as, the Annual Meeting of the members. The Board of Directors may provide by Resolution, the time and place for holding of additional regular meetings of the Board without other notice than such Resolution. All regular meetings of the Board shall be open to Active Members.

Section 3. Special Meetings: Special Meetings of the Board of Directors may be called by the President or by any four Directors of the Board. Those authorized to call Special Meetings may fix any place within Daviess County, Missouri. All special meetings shall be open to Active Members.

Section 4. Notice: Notice of any Special Meeting of the Board of Directors shall be given at least five (5) days previous thereto. Notice to Directors may be given personally, by e-mail or by telephone. (rev 3/21) Any Director may waive notice of any meeting and the attendance of any Director at any meeting shall constitute a waiver except where the Director attends for the express purpose of objecting to the transacting of business because the meeting is not lawfully called or convened. Neither the business to be transacted, nor the purpose of any regular or special meeting need be specified in the notice or waiver of notice unless specifically required by law or these By-Laws.

Section 5. Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time, without further notice.

Section 6. Manner of Acting: The act of a majority of the Directors present at a meeting at which a quorum is present, shall be the act of the Board of Directors, except where otherwise provided by law or by these By-Laws.

Conflict of Interest on a vote: Board members are expected to vote according to what, in their best judgment, is in the best interest of VVA as a whole--NOT what will personally benefit himself/herself, or business partners, or friends, etc. **Hence, a Board member who stands to personally benefit from any given vote, in a way obviously disproportional to how VVA members as a whole would benefit, must recuse himself/herself from said vote. If he/she did not recuse, then a re-vote must occur.**

(rev 3/22)

Section 7. Vacancies: When a vacancy occurs on the Board of Directors, the Board candidate who received the next highest number of votes of Association members at the last Annual Meeting shall immediately fill the Board vacancy at the next regular/special meeting and shall serve for the unexpired term of his/her predecessor and, if no such candidate exists or that candidate does not accept appointment, then the Board shall select a successor. In the event that any Director shall miss three consecutive Board meetings or four meetings between Annual Meetings, that Director shall be deemed to have forfeited his/her office, and a vacancy shall be declared by the remaining Board at its discretion.

Section 8. Compensation: Directors as such shall not receive any stated salaries for their services, but by Resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board, provided that nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore.

Section 9. Removal of Director(s): A Board Member may be removed from the Board of Directors by the following procedure:

a) No-Confidence Vote and Resignation: At a regular scheduled meeting of the Board of Directors, a Board Member believed to be unfit for further Board service may be asked to resign by a No-Confidence Vote by the Board of Directors. All Board Members may vote, and a simple majority shall be required to achieve a No-Confidence status for the Board Member. If a No-Confidence status is achieved, the Board of Directors may then request the Board Member to resign. If the Board Member resigns after the No-Confidence vote, a vacancy shall be declared and the position filled by the Board of Directors.

b) Removal by Membership: If the Board member does not resign after the No-Confidence vote, the Board of Directors may call for a vote by the Members at an annual or special meeting to remove the Board Member. The meeting notice shall include the

reasons for requesting the removal of the Board Member. The Board Member shall receive notice of the meeting 10 days before the meeting and shall be given the opportunity to appear at the meeting and defend his/her actions. A vote shall then be called and a simple majority vote of the Active Members who are current in the payment of all dues and all other charges, fees and assessments as provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV in attendance is required to remove the Board Member. If the Board Member is not removed by the vote, he/she may continue on the Board of Directors until his/her term ends. If the Board Member is removed, or resigns after the vote, the position shall be filled by a membership vote if the removal is at an Annual Meeting and candidates are available to fill the position after regular vacant positions are filled. If sufficient candidates are not available or the removal is at a Special Meeting, the Board of Directors shall fill the position as required elsewhere in the By-Laws.

ARTICLE VIII: COMMITTEES

The Board shall have the right to appoint such other Special Committees as they feel necessary. The Board of Directors will appoint the following Standing Committees. Unless otherwise stated, all members of committees must be Active Members who are current in the payment of all dues and all other charges, fees and assessments as provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV.

- All committees shall have a minimum of three active members and include at least one Board member.
- No committee or sub-committee may be formed without Board approval.
- All recommendations from committees shall be presented to the Board prior to any actions taken by said committees.
- No action may be taken by any committee member that has not been approved by the chairperson, Board Contact and the Board.
- New committee members shall be presented to the Board for approval.

Section 1. Finance Committee: Committee members should have Finance, Accounting or similar business background such as banking, investing, operating a small business, etc. (rev 3/21) This Committee shall be made up of at least three (3) Board Members and the Lake Manager as a non-voting member. The responsibility of the Committee shall be to approve and monitor the Association finances for the current year and to set a budget for the coming year. The Lake Manager shall present a projection of needed capital expenditures. The Committee shall meet no later than December 15th with a budget ready for approval no later than the February Board meeting. The minutes of each meeting shall be recorded.

Section 2. Building Committee: Consisting of not less than three (3) Active Members, it shall be the responsibility of this Committee to examine, for approval, all construction plans, including, but not limited to, residences, docks or other structures and to approve or disapprove requests for the variances or changes permissible under the Declaration. Approval or disapproval shall be by majority vote. In case of disapproval, the applicant shall have the right of appeal of denial of his application to the Board of Directors. The minutes of each meeting shall be recorded.

Section 3. Infraction Committee: The Board of Directors shall appoint an “Infraction Committee” which shall have the duty and authority to hear complaints brought against any member or person for infraction or violation of any of these By-Laws or Rules and Regulations of the Association. It shall be composed of not less than three (3) or more than seven (7) Active Members, at the discretion of the Board of Directors. The duties and authority of this Committee are set out in Article XIV of these By-Laws. The minutes of each meeting shall be recorded.

Section 4. Lake Committee: This Committee shall consist of not less than three (3) Active Members. It shall be the responsibility of this Committee to hold at least two inspections of all lake properties, with the first inspection prior to May 1st of each year. The Committee shall enforce Restriction 6 of the Declaration; notify the property owner of all deficiencies and monitor until corrected. The minutes of each meeting shall be recorded.

Section 5. Handbook Committee: This Committee shall consist of not less than three (3) Active Members. It shall be the responsibility of the Handbook Committee to clarify, record, and make recommendations so the Handbook is a complete and comprehensive guidebook to which the members, staff and Board of Directors can refer.

Section 6. Strategic Long-Range Planning Committee: This Committee shall consist of not less than three (3) Active Members. It shall be the responsibility of the Strategic Long-Range Planning Committee to make recommendations for the long-range growth of the Association. The minutes of each meeting shall be recorded.

Section 7. Campground: This Committee shall consist of not less than three (3) Active Members. It shall be the responsibility of the Committee. Prepare and submit an annual budget, any subsequent revisions, to the Board of Directors for review, approval and record keeping. An annual budget is necessary for the effective management of the campground funds, which are resources of the Lake Viking campground members. The budget is to be inclusive of all Lake Viking campground operations, including all sources and use of funds.

Section 8. Dredge & Erosion Committee: This Committee shall serve as a research, monitor and advisory committee to the Board of Directors regarding Lake Dredge operations, soil erosion and bank stabilization issues. The Committee shall consist of no less than 3 members or more than 5 members, in addition to the Lake Manager (an ex-officio non-voting member).

Section 9. Activities Committee: The Activities Committee shall consist of no less than 3 active members in good standing and shall work to promote fellowship and positive interaction among Association members. The committee may seek out or develop social opportunities in which members in good standing and their families can take part, as well as identify worthy projects and focus fundraising events that enhance the community and membership.

Section 10. Fishing Committee: This committee shall consist of at least three (3) active members. It shall be the responsibility of the Fishing Committee to submit recommendations for fishing improvements, activities, regulations, and concerns to the Board of Directors. (rev 4/24)

ARTICLE IX: BOARD OFFICERS

Section 1. Officers: The Board officers shall be selected from its members and shall be a President, one or more Vice Presidents, a Treasurer, a Secretary and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more: Vice Presidents, Assistant Secretaries, and Assistant Treasurers, from among the Directors elected at the Annual Meeting. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office: The officers of the Corporation shall be elected annually by the Board of Directors at the regular Annual Meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal: The appointment or election of any officer or agent may be revoked by the Board of Directors whenever, in its judgment, the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies: A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. Powers: The officers of the Corporation shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may, from time to time, be conferred by the Board of Directors.

ARTICLE X: FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end the last day of December in each year.

ARTICLE XI: DWELLING RENTALS

Section 1. A member can only rent one house at a time. Only a house is an eligible rental property. Garages, unimproved lots, shelters, private docks, private shorelines, beaches and Campground spaces are not eligible for renting to non-members. Individual rooms in a house cannot be rented separately. Rental is for the entire property.

Section 2. Non-member renters will pay Viking Valley Association a Renter's fee for every whole or part of every 12-month period equal to the current year dues and

Assessments. This Fee does not constitute any kind of membership. This Renter's Fee is due on or before first day of occupancy. Member is responsible for ensuring Renter's Fee is paid on or before first day of occupancy and upon any extension or renewal of lease. This fee is not refundable or subject to proration under any circumstances. We are grandfathering in the 10 current renters as of March 6, 2016 for the term of the current lessee.

Section 3. Non-member renters must show the Member's guest pass for access to the pool, clubhouse facilities, beaches and community areas. If a Member is not in good standing, the Member's guest passes are invalid.

Section 4. No non-member renters are allowed to have watercraft titled in their name on the lake. All watercraft must be titled to a property owner. Renters with a valid guest pass may only use watercraft of a member in good standing. All watercraft are stickered according to the lot number of the Member. No guest and/or non-member watercraft allowed.

Section 5. It is the Member's responsibility to deliver a copy of their lease in its entirety to the Association office prior to the start of renter occupancy. Member shall have 10 days to notify the Association office of any changes or amendments to that lease pertaining to occupancy extensions or renewals.

Section 6. Every non-member renter must attend a Zebra Mussel information session at the Association office within 10 days of the first day of occupancy.

Section 7. All non-member renters must abide by the By-Laws, Covenants and Restrictions. Members shall be responsible for compliance of such Rules and Regulations by renters.

ARTICLE XII: CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts: The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, the Corporation and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc.: All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall, from time to time, be determined by Resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and be countersigned by the President or Vice President of the Corporation.

Section 3. Deposits: All funds of the Corporation shall be deposited from time to time, to the credit of the Corporation, in such bank, trust companies or other depositories as the Board of Directors may select.

Section 4. Gifts: The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

Section 5. Sale of Any and All Association-Owned Waterfront Lots or Property:

Association-owned waterfront lots or waterfront properties shall not be sold, unless approved by a majority vote of the members in good standing at a Special or Annual Meeting. A motion to gain approval for the sale of Association-owned waterfront lots or property must include a detailed plan on the intention of the sale, include 3 independent real estate appraisals to determine the market value, and specify how the proceeds from the sale shall be used by the Association.

ARTICLE XIII: MISCELLANEOUS BY-LAWS

Section 1. Transfer of Ownership: Upon transfer of title of any property at Lake Viking, the new purchaser must apply for, and be accepted as, a member of the Association. No transfer of property shall operate to relieve the transferor, or the premises transferred, from any liability or obligations due and owing the Association or otherwise incidental to the membership, which has accrued prior to the date of transfer. The rights of any member shall terminate upon the recording of the deed transferring the property with the Recorder.

Section 2. Personal Liability: The private property of any member of the Association shall be exempt from liability for the debts of this Association, and no member shall be individually liable or responsible for any debts or liabilities of the Association by virtue of his membership therein.

Section 3. Rules of Order: The annual meeting of the Active Members shall be conducted pursuant to the provisions of the latest revised edition of Robert's Rules of Order, except if said rules conflict with the Association Articles of Incorporation, By-Laws or the Missouri Not-For-Profit Corporation Law.

Section 4. Procedural Rules

1. Robert's Rules of Order shall apply to procedures of order in regular and special meetings.
2. Executive Sessions may be used to handle confidential and sensitive matters, such as, but not limited to, legal, personnel, contracts, property negotiations and Board organizational issues.
3. Executive Sessions may include the Board of Directors, Managing Director, and subject matter experts as deemed necessary.
4. Votes cannot be taken in Executive Session, except on personnel matters.

ARTICLE XIV: ENFORCEMENT

Section 1. Enforcement: These By-Laws and Rules and Regulations as propounded from time to time by the Board of Directors pursuant hereto, shall be enforced by the Board of Directors of this Association directly or acting through its officers and agents, including the Safety Patrol and others to whom enforcement responsibility shall be delegated by the Board.

Section 2. Rules and Regulations: The Board of Directors shall have the right from time to time to adopt Rules and Regulations having to do with and governing membership and user identification, animal control, building and construction approval and specifications in general and related permitting fees, fishing and watercraft use within the Subdivision, camping and Campground use, clubhouse use, property maintenance, use of the Association's swimming pool(s), traffic and auto operation and use, trash service and the use, operation and maintenance of any and all property owned by the Association or within the boundaries of the Subdivision. The Board shall also establish a list of the actions which may be taken upon the violation of the Rules and Regulations. All such Rules and Regulations presently in Viking Valley Association's current handbook are hereby adopted. Any subsequent Rule or Regulation shall become effective ten (10) days after it is adopted by the Board of Directors.

Section 3. Safety Patrol: The Board of Directors shall appoint one or more parties to a Safety Patrol who shall be commissioned to enforce the Rules and Regulations. By such appointment and commission, the Board of Directors shall not terminate by delegation its rights to enforce the Rules and Regulations, which rights shall be jointly held by the Board of Directors and the Safety Patrol.

Section 4. Infraction: The Safety Patrol shall have the responsibility to issue written notices of violations of the Rules and Regulations ("infraction ticket"). The Infraction Committee shall hold individual hearings at regular intervals to hear and consider facts and circumstances as presented by the alleged violator and a member of Safety Patrol. The Infraction Committee shall have authority to impose fine or judgement upon alleged violator, not to exceed \$500 per infraction, unless a prescribed fine set by the Board of Directors is specified in the rule, the suspension of Association and facility privileges and use, and the payment of expenses incurred by the Association in connection therewith.

Any member or person cited with a violation or to which the violation is charged shall be allowed to reschedule (continue) one time the hearing of the violation by the Infraction Committee, from the original listed appearance date to the next Infraction Committee hearing date, provided the member or person cited contact the Safety no later than 2:00pm, seven (7) calendar days prior to the initial appearance date.

The actions taken by the Infraction Committee may, by notice given to the Board of Directors within ten (10) days (rev 3/21) of the date final action is taken by the Infraction Committee, be appealed to the Board of Directors, and such appeal will be heard de novo by the Board at its regular meetings. Parties cited with violations may be represented by

counsel. A non-member appealing an Infraction Committee decision to the Board of Directors must appear with the member property owner of whom they were a guest.

The members of the Board of Directors and every Active Member who are current in the payment of all dues and other charges, fees and assessments as provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV may file complaints of violations of Rules and Regulations by signing a complaint form at the Association Office or contacting any member of Safety Patrol.

A member who files a complaint of a Rule violation against another member & fails to attend the scheduled Infraction Committee hearing (as the only “witness” of the alleged violation) may be subject to an infraction. Once a complaint has been filed with the Association Office or Safety Dept, the complaint cannot be retracted. (rev 3/22)

Section 5. Infraction Committee Procedure: The Infraction Committee may from time to time establish procedural rules and practices to guide its hearings and the conduct of its business. All such rules shall be in writing and a copy thereof shall be kept at the Association’s office.

Section 6. Procedure: The hearing may be attended by the alleged violator and/or member cited. The alleged violator may also be represented by counsel. Any member not contesting an infraction may pay their fine at the Office prior to the scheduled hearing and need not attend.

Section 7. Notice: No hearing shall be held on any cause without at least seven (7) (rev 3/22) days’ notice to the member or party charged with violation or infraction, unless such person or member shall waive the privilege of receiving the seven-day (7) (rev 3/22) notice in writing. Hearings shall be held at places to be designated by the Infraction Committee within the Subdivision, if practical, or if not practical or more convenient, may be held at any other place so designated by the Infraction Committee within Daviess County, Missouri.

ARTICLE XV: RIP-RAPPING & SOIL EROSION CONTROL

Section 1. Erosion Control: It will be the responsibility of all lot owners to maintain their lots in a manner to prevent erosion and adhere to practices required by the Association, and it will be the responsibility of each owner of a lake front lot to provide an adequate means of maintaining the integrity of the shoreline of their lot by the use of rip-rap, seawall or other methods to effectively prevent soil erosion and silting of the lake.

Section 2. Inspection: The Association may periodically conduct inspections of any or all lots to determine whether proper methods have been provided by the owners of the lots to assure that soil erosion and silting of the lake has been prevented.

Section 3. Corrective Action: In the event the Association determines that inadequate methods have been utilized by the owners of any or all lots to prevent soil erosion and

silting, the Association shall notify the owner of said lot advising the owner of the nature of the problem and suggesting an appropriate method of alleviating the soil erosion and silting problem and providing a reasonable time for the remediation of the problem. If the owner of the lot shall thereafter fail to take the necessary actions to alleviate soil erosion and silting within the time specified in the notice, the Association or its agent shall have the authority to enter onto the lot and perform the work and improvements described in the notice, and all expenses, including labor and materials, shall be assessed to the owner of the lot, shall be a lien on such lot and shall be collected in the same manner as membership dues, annual assessments or special assessments. Further, such charges shall bear interest and include enforcement costs (including attorneys' fees) and administrative charges in the same manner as annual assessments.

ARTICLE XVI: WAKE SURFING (added 10/24)

Effective August 24, 2022 there is a freeze on additional wake surf boats at Lake Viking. Only wake surf boats already on the lake as of the above date are allowed, with the following restrictions:

1. Definition: A wake surf boat is any boat designed or altered to intentionally create a large wake for surfing. This typically includes the drive system, apparatus such as Hydrofoils, Trim Tabs, Wake Shapers and Ballasts – whether factory-installed or aftermarket.
2. NO additional wake surf boats are allowed – whether new purchase nor replacement. Also, no boat of any kind shall be modified or retrofitted with a wave or surf device.
3. For safety of surfer, wake surfing is prohibited behind boats with an inboard/outboard motor, or an outboard motor.
4. Wake surfing is restricted to the main channel and near the center of the channel, as marked by 4ea wake surf buoys. ALL wake surfing must be within/inside these “buoy boundaries.” Direction of travel is counter-clockwise, consistent with normal lake traffic.
5. Water bladders or other watercraft weight-enhancement devices must be filled and emptied within the “buoy boundaries” as described above. This applies to all watercraft that have wave-enhancing devices, whether wake surfing or not.
6. Zebra mussels: If used outside Lake Viking waters, a thorough hotwash of boat must be performed by Lake Viking staff, and any boat with water bladders must be quarantined for 21 days.
7. Wake surf boats already authorized on Lake Viking may NOT be sold to another lake member for use on Lake Viking. If a property is sold with a wake surf boat, that boat will not be authorized for use on the lake.
8. Any violation of the above wake surfing by-laws is subject to a maximum \$500 fine.

(end of By-Laws)

RULES & REGULATIONS

These rules and regulations have been adopted by the Board of Directors of the Viking Valley Association. As they may change from time to time, it is the obligation and responsibility of members and guests to keep current with them. Please review the monthly newsletter or contact the Association Office for changes.

MEMBERSHIP & USER ID

MEMBERSHIP AUTHORIZATION: Only Active Members who are current in the payment of all dues and all other charges, fees and assessments as provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV shall receive Membership Authorization via VVA's online system. (rev 2/23)

GUEST AUTHORIZATION: If the Active Member is not present with the guest at all times, Guest Authorization is required. Guest Authorization is submitted by the property owner in VVA's online system, with a maximum limit of two (2) Guest Authorizations per membership at any given time. Only one (1) family is allowed per (1) Guest Authorization; a guest of a property owner may not bring a guest. The property owner is responsible for the actions of the guest. If any member assigns more than two (2) Guest Authorizations covering the same time period, all Guest Authorizations are deemed invalid. Property owners must upload a photo of their guest(s) in VVA's online system. Failure to upload a guest's photo will result in the removal of the unidentifiable guest from VVA property. (rev 2/23) Only Active Members who are current in the payment of all dues and all other charges, fees and assessments as provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV shall receive Guest Authorization.

UNAUTHORIZED USE OF MEMBERSHIP OR GUEST AUTHORIZATION:

If a member not in good standing uses another member's Guest Authorization to access any lake amenities, both parties are subject to an infraction.

VOLUNTEERS: The Board of Directors shall, from time to time, appoint volunteers to serve on Committees, Special Events, Fire Department, First Responders and other projects associated with Viking Valley Association, Inc. All volunteers must be Active Members who are current in the payment of all dues and all other charges, fees and assessments as per ARTICLE IV, and who have satisfied all monetary obligations imposed upon such member as per ARTICLE XIV.

ANIMAL RULES & REGULATIONS

For the safety and protection and the provision of healthful surroundings, guidelines controlling pets and animals are necessary and are to be enforced within the perimeters as established by the Board of Directors.

ANIMAL IN RESTRICTED AREAS: No animals other than service animals are allowed in the pool area or the clubhouse or other specified areas.

PET REGULATION: Only three (3) pets are allowed in any one household of the regular membership. This count shall include animals which may be governed by special

permit from the Department of Conservation. All pets are required to wear collars with a current rabies tag showing the date of last inoculation as well as identification and contact information of the owner.

DISRUPTIVE ANIMAL: It is prohibited to allow any animal to continually bark, howl, yelp or make loud and raucous noises disturbing other property owners within the Lake Viking Subdivision. The Member will be responsible for their animal's or a guest's animal's disruptive behavior.

CONTROL OF PETS: All property owners shall control their pets to the extent that the welfare of persons or other pets is not endangered and the animal is not allowed to cause damage to the property of another person. Pets shall be in the control of the owner or controlled by leash when not on members property. Members are responsible for the conduct or non-control of the guest's pets. (rev 4/24)

VICIOUS ANIMAL: Any animal that displays a tendency to injure persons, whether from anger, viciousness or playfulness, and includes a natural fearfulness or disposition to mischief which might lead to an attack of a human without provocation is considered vicious. Any animal that causes a bite, puncture wound or abrasion without provocation whether leashed or unleashed, shall be deemed vicious and will not be allowed to remain on or within the Lake Viking subdivision. The owner of the animal, or lot owner if the animal belongs to a guest, is subject to a \$500.00 infraction ticket.

DOG IDENTIFICATION: Any dog not confined or on a leash will be picked up @ \$20.00ea pick-up fee. Property owner must upload their dog's photo and vaccination records to VVA's online system. (rev 2/23)

CHICKENS: Full-time residents are allowed by Missouri State law to have no more than 6 chickens on their residential lot that is at least 2/10ths of an acre. Full-time residents are allowed one coop per membership regardless of the number of lots owned. Roosters are NOT allowed. It is prohibited to allow chickens to create loud noises that will disturb other property owners within the Lake Viking subdivision. Chickens must always have access to dry ground. The degree of slope required to prevent puddling shall be a minimum of 3 degrees. Removing and disposing of all waste materials is required to avoid odor. Feces and/or bedding materials may be composed, land applied, or both. Slaughtering is strictly prohibited. Dead and/or diseased chickens must be removed immediately and disposed of properly. Chicken by-products may not be sold. Please refer to the Building Permit rules and regulations for coop compliance requirements and fees. (added 4/25)

BUILDING RULES & REGULATIONS

Violation of any of the stipulations set forth in the Covenants & Restrictions or the Building Rules & Regulations during any part of the permit process, as determined by the Building Committee, will result in the project being stopped until the issue is resolved.

For purposes of clarity, the Building Committee has the following definitions for all lots designated as Residential Lots:

- **UNIMPROVED LOT** is defined as a lot with no house. However, it may have a storage shed, a dock, a shelter, and/or a patio.
- **IMPROVED LOT** is defined as a lot with a house, or house under construction, but does not include new build houses with an open building permit.

All building plans must be approved by the Building Committee prior to the start of construction and must comply with the Covenants & Restrictions as well as the existing building regulations in effect at time of the building permit submission. **If construction is started before the Building Committee has approved the request and issued a permit, the job in question will be stopped and an infraction ticket will be issued by Safety Patrol. Any unapproved change of a Building Permit will be subject to a ticket and fine.** This is the responsibility of the property owner as well as the contractor. Contractors who fail to comply with the Covenants & Restrictions, as well as the building regulations in effect at the time, will be subject to possible loss of contracting privileges and/or additional fines as determined by the Building Committee. When issuing penalties associated with a ticketed infraction, circumstances such as gravity of the violation, number of previous infractions, and cooperation of the contractor or owner in abating the infraction shall be considered. Contractors who continue to violate building regulations or are uncooperative in addressing issues will be considered serious violators. Such violators may be referred to the Board for further action, up to and including suspending the ability to perform work at Lake Viking. Fines for permit violations will be min. twice the permit fee. If for any reason the project in question is not approved, appropriate adjustments must be made immediately to bring the project into compliance to avoid additional fees and/or penalties. The Building Permit fee must be paid at the time of request submission using the current fee schedule and are non-refundable. Projects not completed within 6 months of the date the permit was issued (as per Restriction #3) will be given a 90-day extension at no charge, but after the first extension an additional fee equal to 50% of the original permit must be paid. Exceptions may be allowed at the Building Committee's discretion. Permit request submission requires the first page of the application completely filled out, signed, the permit fee paid, and a complete set of drawings. All Building Permit requests must be uploaded to VVA's online system by the property owner. (rev 2/23)

Complete Set of DRAWINGS-TO-SCALE consists of:

- Site Plan w/ all dimensions and distances to lot lines clearly defined.
- Exterior Elevation showing finish grade lines
- Foundation Plan
- Cross-Section

Floor Plan
Building Specifications
Legal Survey
Septic Permit and Plan

Any Building Permit application for any structure must include a legal survey if one is not on file. This includes, but is not limited to, residential and commercial structures; hard-surface patios or driveways, decks, garages, sheds and shelters. It is the responsibility of the property owner to clearly and accurately define (stake) and maintain the property boundaries and new structure perimeter during any and all construction, to assist the Building Committee in assuring compliance to building regulations. All easement and setback restrictions will be strictly enforced.

Portable toilets on construction sites are allowed at no charge per OSHA regulations.

Dumpsters and/or a portable receptacle capable of containing construction debris will be required for on-site construction, garages, hangers and home additions. Other projects that may require the use of a dumpster or receptacle will be determined at the time a permit is approved. Both the permit and the job site placard will identify the container requirement. A dumpster or receptacle on new homes, garages, hangers or home addition construction is not required until the foundation is completed.

Only scrap lumber may be piled outside of the container and burned on the job site in accordance with burning rules and guidelines.

Material waste where no permit or dumpster/receptacle was required may be placed in the appropriate receptacle in the maintenance yard, by the owner, in accordance with refuse disposal restrictions and yard disposal rules. Failure to secure and maintain a debris receptacle is subject to a \$500.00 fine. (rev 2/23)

Building Permit NOT required:

- Dump truck to deliver gravel, rip-rap, and equipment required to spread the same.
- any Viking Valley Association equipment.
- Repairs/replacement of materials on existing structures due to deterioration, wear and tear, damage due to fire, lightning, flooding, ice damage ... all do not require a permit UNLESS there is a change to the size or use a product of lesser quality than previously used.
- *Note: Anyone unsure if a project will require a permit may e-mail the Building Committee at: CUSTOMERSERVICE2@LAKEVIKINGMO.NET with ATTN: BUILDING COMMITTEE in the subject line, or phone the Association office at 660-322-9001. A quick call will help you avoid unnecessary delays and fines. Remember, these rules and regulations are put in place to protect the beauty of our lake.*

Building Permits ARE required for, but not limited to, the following:

- Homes built on-site
- Manufactured/Modular/Mobile Homes
- Prefabricated or Prebuilt Structures built on-site

- Shoreline work (except rip-rap, which requires no permit)
- Any project, whether using a contractor or not, that requires large equipment e.g. bulldozer, track hoe, bobcat, concrete truck or other equipment, or supply delivery requiring transport by a multiple-axle truck.
- Any alteration to the roofline or original footprint of any existing structure including the design, size or type of materials used.
- Installation or replacement of a floating dock, whether dock is already on Lake Viking or not (new or used): Permit request will denote dock measurements, distance from each side property line, and distance from water's edge at full reservoir to end of the dock. All requirements for a new dock will apply to a used dock. Docks that were grandfathered in will lose the grandfather clause when ownership changes. (rev 5/21)
- Etc.

BUILDING PERMIT FEE SCHEDULE - (Fees may change from time to time)
All fees are non-refundable.

No-Fee, but Permit required:

Utility work
Pergola
Landscaping (not requiring equipment)
Shoreline work (not requiring equipment)
Foundation repair
Steps or ramp to house
Install new driveway tubes
Repair/replace with same-sized shed, shelter, etc.
Stepping stone patio or Paving stone patio (not requiring equipment)
Small hand-built retaining wall (not requiring equipment)
Interior remodel
Septic repair/replace (also requires state of MO permit)
Stacked rock project (3ea or fewer large stones)
Firepit made of paving stone (not requiring equipment)

\$100 Permit Fee:

Shed
Shelter
Deck
Pergola
Dock

\$250 Permit Fee:

Asphalt Driveway
Concrete project requiring truck with less than 4 cu. yd. concrete
Shoreline work with large equipment (Not rip rap) deck, dock, shoreline work,

\$500 Permit Fee:

Home addition
Concrete project requiring a multiple-axle truck/trailer to transport heavy equipment
Concrete Driveway
Dredging
Chicken Coop (only allowed for full-time residents)

\$750 Permit Fee:

Garage
Hangar
Mobile Home
Pole Type Garages on MH lots

\$1,000 Permit Fee:

Stacked rock project (5 to 19 large stones)

\$1,500 Permit Fee:

Stacked rock project (20 or more large stones)

\$2,000 Permit Fee: (excludes large stone wall with 15 or more stones)

On-site Home construction

Silt Fence: Silt fences or their equivalent are required to minimize erosion/silt around ANY excavated area, or soil that has been hauled in from another location and must be installed properly. All silt fences or sock-type silt barriers, except shoreline work, must be installed prior to excavation, and maintained throughout the construction process. A silt fence must remain in place until ground cover has been established across the entire construction area. This includes home building, and any activity that includes digging or hauling in soil to facilitate construction, landscaping or any other reason. A silt fence is required for all construction, not just the waterfront.

Shoreline work requires straw bales or sock or tube-style barriers (rev 2/22). The barrier must be in place at the end of each workday. Upon completion of the shoreline, a silt fence, along with a solid run of staked sock or tube-style barriers (rev 2/22) must be installed and maintained, until such time that a ground cover has been established. Staked straw bales may be used on the shoreline without the silt fence.

Inclement weather that can compromise the silt fences (rain, high wind, and hail), contractors will be responsible for visiting all their permitted construction sites within 24 hours and correct any deficiencies immediately. Homeowners who act as their own contractor will also be responsible to adhere to these rules.

An infraction will be issued and a “STOP WORK ORDER” will be posted at the job site and the lot owner will be notified. Only repair of the silt fence can proceed until the Stop Work Order is lifted.

How to Install a Silt Fence:

1. Determine the position where you want to put the silt fence and dig a trench along this line. The trench should be min. 6 inches wide & 6 inches deep.

2. Hammer the fence stakes in on the other end of the trench, away from where the runoff will be originating. The stakes should be anywhere from 2 ft to 10 ft. apart, depending on the expected runoff.
3. Attach fence fabric, if not using pre-attached fabric. The fabric may have pockets where the fence stakes will fit in, or the fabric may have a tie string attached.
4. Fill the trench back in, making sure at least 6 inches of fabric is underground.
5. Pack down the soil in the trench, using a compacting machine or at least an iron hand tamper.

Hard-Surface Driveways: The owner may encroach with a permanent driveway in the 10 ft. side easement if it is necessary. The owner must sign a document that would make him/her liable for any damages caused to existing utilities, and be responsible for repairing his/her own driveway should it have to be disturbed because of utility work, and this signed document will be recorded with Daviess County at the owner's expense. Each permit submitted for a driveway in the easement will be scrutinized as to the necessity of the encroachment. Driveway tubes must be min. 12" diameter.

Setbacks & Easements: No porch or projection of any building or septic system shall extend closer than twenty-five (25) feet from any road right-of-way, nor closer than ten (10) feet from the side property line, nor closer than twenty (20) feet from the rear line of any lot, nor within fifty (50) feet from the normal waterline as indicated on Plat for the Subdivision without written permission of the Association. All conditions of the Zoning Regulations of Daviess County, Missouri, if any, must be complied with--provided that if/when such Zoning Regulations impose different restrictions than this Declaration, whichever imposes the more restrictive or imposes the higher standards shall control.

Septic & Sewer: All septic and sewer systems, whether new or repair/replace, must be approved by the state of Missouri authorities prior to installation. The septic system design and installation must follow Missouri state guidelines. In addition to state/county requirements, **residential waterfront lots MUST have a septic system designed to accommodate a minimum 3-bedroom house.** A copy of the Missouri state permit must be submitted to Viking Valley Association before installation occurs. All easements and setback requirements apply, so a site plan must also be submitted to Viking Valley Association. If any changes are made to the design or placement of septic systems, an "as-built" plan must be submitted to the Association Office before installation. The Association does not charge for septic permits. (rev 12/20) All Septic System replacement requires State of Missouri re-certification. (rev 2/25)

Renewable Energy Sources: Solar panels/arrays can be mounted to a roof or side wall of a home. Solar panels mounted on risers from the ground will not be approved. Geothermal Arrays and Wells will be allowed as long as all easements/setbacks are adhered to. No well may be closer than 50 feet to the water. Wind turbines are not allowed.

Homes Built On-Site: Size of home must meet or exceed living space requirement for square footage on the main level (excluding porch and garage), in accordance with the

letter symbol on the plat(s) of Valkyrie Valley Subdivision. Minimum building specifications are the following:

- “A” shall be 1,200 square feet.
- “B” shall be 1,020 square feet.
- “C” shall be 840 square feet.
- “D” shall be 680 square feet.
- “E” (or bearing no classified symbol) shall be subject to individual determination by the Building Committee’s recommendation to the Board of Directors who will make the final decision for this classification.
- “MH” shall be 400 square feet.
- “X” shall be 1,020 square feet & not for commercial use.
- “Z” shall be for commercial use only as designated; any change in this designation must be approved by the Board of Directors. Size and materials are subject to individual determination by Building Committee’s recommendation.

*Unfinished basements below the ground level areas are not considered living space.

*Basement homes are not allowed. Earth contact homes are not basement homes.

*Prefabricated dwellings are not allowed.

Manufactured/prefabricated structures/modular/mobile homes: May be placed only on lots with “MH” designation; must be minimum 400 sq.ft. Application must include proof of age (no units over 5 years old), site plan, foundation plan, floor plan, picture of the unit, exterior elevations showing finish grade line or type of skirting. Skirting must be in place within 90 days.

Post or Pole-type structures: Such construction is by approval only, and may be allowed for garages and other structures, but not homes. Post or pole-type structures may be allowed on commercial lots, S lots, MH lots; are not allowed on A, B, C, D, E lots. Existing pole-type homes already approved and built as of 3/1/16 are grandfathered.

Open pier and beam foundations are not allowed on any structure.

Hangers are allowed only on S lots; are not allowed on A, B, C, D, E lots.

Community areas shall not be used for commercial business. This includes but is not limited to the construction of a dock or any other structure by a property owner or their contractor.

RESIDENTIAL: MINIMUM BUILDING SPECS

The following rules apply to lots designated A, B, C, D, E and X-frame construction only, and are to be considered minimum specifications. They do not apply to existing structures or homes under construction before 1/2019. They do, however, apply to new additions to existing structures.

It is highly recommended that the International Building Code (IBC) be followed during the design and construction stages of the structure. The following requirements are

“minimum standards” and may not be sufficient for your site conditions. Therefore, it is recommended that an engineer be consulted to review your site conditions.

Footings: Must be min. 8”x16” in size, poured with min. 4000 PSI concrete mix and 2ea ½” continuous rebar. Top of footings must be at least 3’ below finished grade.

Foundation wall: Must be concrete 4000 PSI 8” thick with continuous ½” rebar for each 2’ of vertical wall, and one continuous running ½” rebar for each 4’ of horizontal run. All wood foundation walls must be #2 grade or better, 2x6 16” OC. Block foundations are not allowed.

Floor framing: Bottom plate must be attached to concrete foundations with min. ½” bolt every 4 feet.

Sub-flooring: Min. ¾” of 4’x8’ T&G double joists under all parallel partitions.

Ceiling framing: Min. #3 grade or better, fir 16” OC spans not to exceed specified limits.

Roof framing: Engineered truss frame requires a 2x4 24” OC with 5/8” plywood or equivalent. If built on-site, may use 2x6 16” OC with min. 7/16” OSB or Blandex. Exceptions will be made for A-frame construction.

Roofing: Sheathing must be min. ½” exterior-rated plywood or equivalent. Asphalt shingles must be class C, 12”x36” self-sealing with 15# underlay. Exceptions will be made for A-frame construction. Wood shakes are acceptable but must be treated and fire-resistant. High-quality steel roofing for residential use will be approved if it will enhance the beauty of the home.

Exterior or load-bearing walls: Must be min. #2 grade or better, 2x4 16” OC.

Exterior siding: Sheeting or siding must be min. 7/16” thick. Shingles, stucco or masonry siding may be used over 4’x8’ sheet of ½” fir or equivalent.

COMMERCIAL: MINIMUM BUILDING SPECS

International Building Code (IBC) specifications are recommended for commercial structures.

“Z” COMMERCIAL-designated lots require the following:

- State-approved septic system for type of building.
- Enclosed-framed construction.
- Building sites are for business use only.
- Any change in type of business other than original designation must have the written approval of the Board of Directors and must be recorded.

POLE BARN OR STEEL FRAME construction requires the following:

Footings: Must be min. 8”x16”, 4000 PSI with 2ea ½” continuous rebar. Top of footings must be min. 28” below finished grade with min. 18” diameter piers.

Foundation: It is recommended that the International Building Code be used while building any structure, but it is the responsibility of the owner/builder to follow these minimum guidelines.

Floor: Must be min. 4” thick, 3000 PSI with 2ea ½” continuous rebar.

Wall framing: All wall girths must be #2 grade or better, 2x6 26” OC.

Roof framing: Must be #2 grade or better, 2x6 rafters, 26" OC. Roof must be min. 4/12 pitch. Corner columns, truss-bearing columns, and end-wall columns must be #2 grade or better 4x6. Metal roofing and/or siding must be min. 29 gauge.

OTHER STRUCTURES

Hangars: May be sized as needed, as long as all easements and setbacks are met. Hangars are allowed on "S" lots only.

Garages (attached and detached): Detached garages or outbuilding space may not exceed 720 sq.ft. as measured from the outside dimensions. May be built only on an improved lot. Garages are governed by the minimum building specifications, easement and setback requirements.

Fences: No solid material fence (wood, vinyl, plastic, etc.) is allowed on any member's lot. Maximum height of any fence is five (5) ft. Invisible pet fencing is allowed. (rev 4/22) All fence material must be placed a minimum 6 inches inside of the property line, and no closer than 25 ft. from the waterline as measured at full reservoir. A legal survey is required if there is not one on file. The property owner is required to make all four lot corners visible, for the Building Committee to ensure proper compliance.

Shelters (screened or not): Shelters are intended to be open structures, not large enclosed sheds or cabins. Lots may have one shelter that is no larger than 288 sq.ft. which may contain in its dimensions a 120 sq.ft. enclosure/storage shed, as measured from the outside dimension of the structure. Roof overhang may not exceed 2 ft. Roof pitch must be min. 4/12, not to exceed 6/12 pitch. Total height of the structure may not exceed 14 ft., as measured from the top of roof ridge to the lowest point of its foundation or footing. Shelters may be screened in. Screened areas are considered open area. **All shelters must be at least 60% open area.** Window openings may be screened or left open. Open area is calculated by measuring the actual open (screen) area and dividing it by the total wall area. Any framing and support members for the open (screened) area are not considered open areas. Screening material must be a non-corrosive material such as aluminum, fiberglass or copper; no metal-type screening that will rust is allowed. Shelters may not have glass windows, shutters or any other opaque material that would cause the open area to be reduced to less than 60%. Shelters may be placed no closer than 25 ft. from the waterline, as measured from the overhang and at full reservoir. Lots may have **only one shelter.**

Storage sheds: Must be site-built or pre-manufactured units; no molded plastic-type units will be approved. Storage shed roof overhang may not exceed 6 in. and must meet the minimum building requirements but are not required to have a foundation or footing. Storage sheds may be placed no closer than 25 ft. from the waterline, as measured from the roof overhang and at full reservoir. Side walls may not exceed 10 ft. in height. Roof pitch must be min. 4/12, not to exceed 6/12 pitch. Total height of the structure shall not exceed 14 ft., as measured from the top of roof ridge to the lowest point of its foundation or footing.

Improved lots may have a storage shed that does not exceed 288 sq.ft. as measured on the outside dimensions of the enclosure; any larger will be considered a detached garage or outbuilding.

Unimproved lots may have only one storage shed; size is no larger than 120 sq.ft. as measured on the outside dimensions of the enclosure.

Chicken Coops are separate from the Storage shed rules and do not follow, nor count towards Storage shed limitations. Please refer to the Chicken Coops own rules and regulations below. (added 4/25)

Chicken Coops: (added 4/25) Only full-time residents are allowed to apply for a chicken coop permit. The coop must be set on the primary or conjoined lot. A building permit is required detailing the area to set the enclosure/run. The fee will be \$500. The coop enclosure ground dimensions may not exceed 100 square feet. Inside these dimensions there should be an enclosed shelter area and an exercise run. At minimum, materials allowed to construct the coop are lumber, galvanized steel, chicken wire or small dimension woven wire. The inside chicken enclosure must contain one door and one window for ventilation; walls may be clad in metal or any material that would be suitable for home construction and not be taller than 8 feet. Roofs may be of metal or asphalt shingles with a minimum 3/12 pitch. The ground the coop sets on must have a minimum of a 3-degree slope to prevent puddling and always allow the chickens access to dry ground. Any coop that is not properly maintained will be subject to infraction ticket(s) and fines. This includes feces and/or bedding build up, coop in disrepair, and failure to maintain feed to a sanitary fashion. Rodent/wildlife nuisances will not be tolerated.

Coops may NOT be set within the following parameters:

1. Within 25 feet of any road right-of-way
2. Within 10 feet of any property side, and/or any other easement
3. Within 20 feet of a rear property line
4. Within 50 feet of the waterline
5. Within 15 feet of any habitable structure

Decks: A deck is a structure of any height anchored to the ground and/or other structure. Decks attached to a structure shall be secured with thru-bolts or structural lag bolts.

Decks can be placed no closer than 25 ft. from the waterline as measured from the overhang and at full reservoir. Decks constructed on piers and unattached to any dwelling require skirting if the finish grade falls more than 2 ft. below the finished floor.

Unimproved lots may have only one deck; size is no larger than 288 sq.ft.

Patios (concrete or sand-based): Patios made of concrete or other hard surface material must be no closer than 25 ft. from the waterline as measured at full reservoir; closer than 25 ft. requires an easement exception. (rev 11/20) Sand-based patios must be no closer than 6 ft. from the waterline as measured at full reservoir.

Unimproved lots may have only one patio.

Storage enclosure/bar on docks: A storage or bar enclosure on docks must be no larger than 32 sq.ft., and only one such enclosure per dock. Docks that do not currently conform are grandfathered in. When existing docks are replaced or enclosures are replaced, they will need to be brought into compliance with the 32 sq.ft. limit. (rev 11/20)

Boathouses: Boathouses are no longer allowed. However, existing boathouses may be repaired. The type of material used at the time may be changed with approval of the Building Committee. The existing footprint may not be changed, altered, expanded or added onto in any way.

A planned teardown and replacement of an existing boathouse is not allowed. If a boathouse is in such disrepair that it must be torn down, it cannot be replaced. Permits for any boathouse repair or fill must be submitted for approval before construction can begin. Boathouses are to store watercraft and cannot be used as a shelter.

Floating platforms (docks, swim platforms and PWC lifts): Encapsulated regulation foam floats are required for new or replacement docks, swim platforms, or PWC (personal watercraft) lifts. Steel, foam or plastic barrels for flotation and pier-type docks are not allowed. Boat docks or platforms with ramps must not exceed the overall length of 38 ft. in combined length, measured from the shoreline at full reservoir. However, where safety, traffic or accessibility is in question, docks and ramps must be sized accordingly. When these conditions exist and exceed the overall length of 38 ft. (ramp and dock combined), the combined length can be as long as needed for a boat lift that requires 52 inches of water depth to operate properly, but a Special Building Permit is required. Replacement boat docks can be the same length as the previous boat dock when procured by the same owner; however, the new owner must abide by the 38 ft. overall requirement or apply for a Special Permit. No two-tiered docks are allowed. Survey markers/rebar must be clearly visible when setting docks, platforms, lifts, boat ramps or walkways to ensure easement compliance. When electrical power is supplied to boat docks, all electrical installations must comply with Article 553 (residential docks) or Article 555 (commercial docks) of the 2011 National Electrical Code, which mandates a **ground fault circuit interrupter (GFCI or GFI) on all docks.** A GFI is a major safety device to protect swimmers around your dock. (rev 12/20)

Boat ramps and walkways: Boat ramps may be no wider than 12 ft. Concrete, if used, shall not extend more than 8 ft. into the lake. Walkways shall be no wider than 48 inches, and may extend all the way to the water's edge.

Room additions and porches (open or enclosed): All easement and setback restrictions must be met as measured from the roof overhang, as well as minimum building guidelines. Screening material must be a non-corrosive material such as aluminum, fiberglass or copper; no metal-type screening that will rust is allowed.

BUILDING ON A LOT

All structures must conform and meet the current specifications and requirements at the time the Building Permit request is submitted.

Lots with a home: Other than the home, allowed structures are limited to storage sheds, shelters, decks, docks, fences, patios, and gazebos—each of which requires an approved Building Permit.

Lots without a home: Hangars can be built only on “S” lots; business structures zoned for business/commercial use are restricted to “Z” lots. A lot without a home is limited to a total of three structures—including one shed, one shelter, and either a deck or patio. Multiple structures of the same kind are not allowed. If a property has both a shed and a shelter, they must be min. 10 ft. apart.

MISCELLANEOUS BUILDING RULES

Aluminum carports are not allowed.

No toilets of any kind are allowed in sheds, shelters, boat docks, boathouses or similar structures.

Exposed bare metal on any structure must be painted or coated with a surface coating, and approved by the Building Committee.

The property owner is responsible for notifying all utility companies prior to any earth excavation, including placement of a satellite dish.

ZEBRA MUSSEL INITIATIVE

Zebra Mussel violation: Failure to adhere to the Zebra Mussel regulations will result in a **mandatory** appearance with the Infraction Committee.

REQUIRED, to prevent Zebra Mussels:

All watercraft, attachments and equipment utilized in any body of water other than Lake Viking MUST undergo a hot water power wash at the Lake Viking Hot Wash Station conducted by trained personnel prior to entering/returning to Lake Viking waters. (rev 12/20) This includes the following:

1. Boats & boat trailers, jet ski/personal watercraft & trailers, wind or human-powered watercraft & trailers, air-inflated towables, flotation devices, all absorbent material e.g. ropes, anchor/ski ropes, life jackets & fishing equipment.
2. All watercraft purchased from a marina or other supplier must undergo a Hot Wash prior to entering Lake Viking waters. (Exception: Brand new paddleboats/kayaks/canoes or watercraft shipped direct to or purchased and transported by the member & still wrapped in original packaging. Lake Viking Marine, by virtue of their hot wash procedure, certifies their watercraft and accessories and equipment as Zebra Mussel Free).

PROHIBITED, to prevent Zebra Mussels:

1. Used boat docks, boat lifts or jet ski/PWC lifts previously utilized in any waters other than Lake Viking are prohibited.
2. Wild fishing bait from any body of water other than Lake Viking is prohibited. Purchased bait must be from a Zebra Mussel Free bait shop.
3. Private boat ramps must be chained and locked by the owner when not in use.

ASSOCIATION'S LAUNCH ACCESS

Members who wish to access Lake Viking through the ramp located at the Marina must do so via access card. Lots with multiple owners may obtain an access card for each owner, not to exceed a total of two access cards. Members with multiple lots or lots under company/corporate memberships are allowed a max. two access cards. Access cards are available at the Association Office for \$10.00 per card.

Access cards are for the exclusive use of the member and/or their guest, for the purpose of launching or recovery of watercraft authorized for Lake Viking use. Guests must have the current year Guest Pass on their person at the time of access card use. **Sharing of access cards between separate lot owners is prohibited. Any member or guest who allows access to anyone including other members, or who evades the gating system, is subject to an infraction ticket and \$500.00 fine.**

Lost or stolen access cards must be reported to the Association Office immediately to ensure the card is deactivated. A replacement card is obtainable for a \$10.00 deposit, refundable upon return of the card. No refunds will be given for deactivated cards.

FISHING RULES & REGULATIONS

FISHING REQUIREMENTS: All Conservation Department state laws in effect apply while fishing on the waters of Lake Viking.

FISHING LICENSE REQUIRED: A fishing license is required in accordance with Conservation Department state laws.

USE OF TROT LINES, BANK LINES, OR THROW LINES: For the safety of swimmers, the use of trot lines, bank lines, throw lines, homemade lines, or unattended fishing poles are not allowed at Lake Viking. (rev 2/23) The term “unattended” with regard to fishing poles is defined as any 12-hour period. Rev 4/24)

CRAPPIE BEDS:

1. Crappie beds may be placed by waterfront lot owners at their private dock location. No individual may place a crappie bed in the waters of the lake other than noted above.
2. No longer may crappie beds be constructed of trees, brush, discarded construction materials, or any biodegradable material. The beds may be constructed of flexible material such as PEX water pipe with a concrete base. The purpose of this regulation is to prevent any additional silting of the lake.
3. Commercially prepared beds are available at sporting goods stores, or on the Internet.
4. Large beds will be placed by the Maintenance Dept. adjacent to the community areas. Mapping of the location of these beds will be available at the Office as they are placed.

FISHERY GUIDELINES:

- Panfish: May keep 50 per day
- Bass: May keep 5 bass per day of 15 inches or longer. Release all bass under 15 inches. Only 1 of the 5 bass in possession can exceed 21 inches long.
- White/hybrid bass: May keep 15 per day with no more than 4 being over 18 inches.
- Crappie: May keep 30 per day with only 15 being above 9 inches.
- Walleye: May keep 4 per day with a minimum length of 15 inches.
- Catfish:
 - Blue - May keep a total of 5 per day.
 - Channel - May keep a total of 10 per day.
 - Flathead - May keep a total of 5 per day.
 - Yellow Perch: All yellow perch caught in the lake should remain catch-and-release through the year 2026.

WATER RULES & REGULATIONS

DEFINITION OF WATERCRAFT: Lake Viking recognizes the term “**watercraft**” to include **motorized, wind-driven or human-powered** boats or vessels. Unless specified, the term watercraft will include all of the described boats or vessels.

For your protection and safety, we have a Patrol boat on the lake during the summer boating season. The member must upload to VVA’s online system a title or current

registration for EACH watercraft. (rev 2/23) The watercraft must properly display member identification and current year sticker BEFORE the watercraft is allowed on the water. Guest watercrafts are not allowed. Non-member renter's watercrafts are not allowed. Missouri Boating Regulations will be followed, except when Lake Viking Association rules are adopted for boater safety. Members will ensure their guests are fully aware of water use rules prior to accessing Lake Viking waters.

DEFINITION OF TROLLING SPEED: A vessel may not proceed at a speed greater than necessary to maintain steering.

FLYING OBJECTS: Any towable object that is designed to fly separated from the vessel body by string or line is banned.

MISSOURI BOATING VIOLATION: All watercraft and operators must comply with Missouri Highway Patrol, Water Patrol Division guidelines, requirements and regulations not specified in the VVA Handbook. Exception: Lake Viking only requires a 75 ft. distance be kept from the shoreline while underway.

WATERCRAFT IDENTIFICATION: All watercraft (other than air-inflated non-motorized flotation devices or human-propelled watercraft) must have owner's lot number displayed in at least three (3) inch numbers on both sides of the boat near the stern. The lot numbers and membership sticker of current year must be displayed in a color and manner that is prominent and readily visible. Due to vessel restrictions, Personal Watercraft must have the owner's lot number displayed in the same manner as described above, but placed towards the front of the vessel along with the current membership sticker. **Affixing the membership sticker to watercraft acknowledges the member is aware of current water rules & regulations.**

PERSONAL WATERCRAFT: Personal watercraft may not be operated after sunset. Any personal watercraft violations may (rev 2/22) be issued an infraction ticket.

POWERED WATERBOARDS: A Powered waterboard will count towards the watercraft limit stated in the handbook. A high visibility life preserver will be required for persons operating a powered waterboard. Power waterboards must have owner's lot number displayed on the waterboard. Power waterboards are not allowed to operate behind wake buoys and may not operate after sunset.

USE OF FLAG: Effective from dawn 'til dusk: Whenever a person leaves a boat and enters the water, a red or orange flag measuring 12" square must be displayed on the boat so flag is visible in all directions. When the boat and the person both start in motion, the flag is not to be in sight.

DIVING & DIVE FLAG: Recreational diving (scuba or snorkel) is not allowed at Lake Viking.

SAFETY PATROL OPERATION: All watercraft must stay a minimum 75 ft. away from Safety Patrol watercraft when the emergency lights are activated. Watercraft must stop when a Safety Patrol watercraft approaches with its emergency equipment activated.

UNAUTHORIZED WATERCRAFT: All members (single lot owner/owners & multiple lot owner/owners) who are current in the payment of all dues and all other charges, fees and assessments per ARTICLE IV, and who have satisfied all monetary obligations imposed upon such member per ARTICLE XIV, are allowed to have motorized watercraft. Grandfather clause for members prior to Sept. 21, 2022 allows up to three (3) motorized watercraft. When a current lot owner sells or otherwise transfers the property to new owners, then the limit of two (2) watercraft takes effect upon sale or transfer of the property. After Sept. 21, '22: All new members are limited to two (2) motorized watercraft. (rev 9/22)

Note: This rule does not apply to fishing-type boats with electric trolling motors, nor sailboats with motors for emergency only.

Examples:

- a) Member "A" owns 1 lot
... is allowed only two (2) motorized watercraft.
- b) Members "A" & "B" own 1 lot (co-owners)
... combined are allowed only two (2) motorized watercraft.
- c) Member "A" owns 5 lots (a multiple-lot owner)
... is allowed only two (2) motorized watercraft.
- d) Members "A" & "B" own 5 lots together (multiple-lot co-owners)
... combined are allowed only two (2) motorized watercraft.

No watercraft with a sink, toilet or sanitary system capable of discharging waste into Lake Viking is permitted.

Under no conditions may any watercraft be used as a dwelling.

Guest watercraft and renter watercraft are not allowed.

APPROVED LIGHTING: All watercraft operating between sunset and dawn must display state-approved navigational lighting when underway. All stationary watercraft not moored to dock or shore shall display a white or yellow light which is readily visible from 360 degrees. Watercraft powered by electric trolling motor or hand while operating within seventy-five (75) ft. of shore are required to display approved lights.

MAINTAIN DISTANCE/YIELD: All motorized watercraft shall maintain a distance of seventy-five (75) ft. from, and yield right-of-way to, all other watercraft with or without attachments or skiers.

EXCESSIVE WAKE: Trolling speed will be used when approaching within seventy-five (75) feet of boat docks, marina, and coves marked with Association buoys, or other areas marked with permanent or temporary Association buoys.

BUOYS: All watercraft and attachments must use trolling speed when approaching within seventy-five (75) ft. of an Association buoy. Anyone moving or tampering with an Association buoy is subject to a \$500.00 fine.

PERSONAL BUOYS: Must meet the following requirements:

1. Only one (1) **manufactured**-type personal buoy per waterfront lot. No “home-made” type of buoy is allowed.
2. No personal buoys behind Association buoys.
3. Personal buoys must show lot number.
4. Personal buoys cannot be placed any more than seventy-five (75) feet from shoreline at full pool.
5. No noodles or other floating items to be used as personal buoys.
6. The sole purpose of a personal buoy is to keep underway watercraft seventy-five (75) ft. from the shoreline.

RESTRICTED AREA: During specially approved events, watercraft may be restricted from entering specific areas on the lake as designated by the Board of Directors or the Safety Patrol. Entry into these areas after notice is prohibited. All watercraft and attachments underway must keep at least seventy-five (75) ft. from swimming beaches, shores, as well as other areas marked by Association buoys, unless docking.

HOLDING RACE OR REGATTA WITHOUT PERMIT: No race or regatta may be held on Lake Viking without first obtaining written permit and authorization of Lake Viking or its assigns.

MOVEMENT CONFLICTING WITH NORMAL TRAFFIC: Counter-clockwise flow of traffic shall be maintained by all power boats and personal watercraft. Prior to crossing to the opposite side of the lake, the watercraft must have established a right entry into the main channel flow of traffic, and ensure traffic is clear to safely cross the lake. Crossing directly from cove to cove is prohibited. **Any boat or watercraft, including jet skis, are prohibited from doing donuts or circles.** (rev 12/20)

Crossing from one side of the lake to the other side while on the main channel to enter a branch or cove requires the vessel to travel past the desired branch/cove prior to crossing the lake in a safe manner and entering the proper flow of movement.

EXCEED MAXIMUM SOUND LEVEL: The operation of any watercraft which emits sound at a level exceeding eighty-six (86) decibels on a weighted scale when measured from a distance of fifty or more feet is prohibited.

OPERATE OPEN ENGINE OR UNMUFFLED BOAT: High powered racing boats described as flat bottomed, open engine un-muffled or similar type craft are prohibited from operating at Lake Viking.

EXCEED NIGHT SPEED: Any watercraft operating between sunset and dawn must reduce speed to trolling speed. Trolling speed is defined as “a vessel may not proceed at a speed greater than necessary to maintain steering.” The Red Lights located at Beach 1, 2 and at the Yacht Club when activated indicate Night Speed shall be adhered to. Water Safety will also display their lights to indicate night speed.

IMPROPER TOWING: Any watercraft towing a person(s) on water skis, surfboard, or any other device must have room to carry the towed person(s) and a person on-board (in addition to the operator), observing the towed person(s). Watercraft may use an approved ski mirror that is at least 3 inches in height, 8 inches in length, gives 180 degrees of vision behind the operator, and is designed as a ski mirror in lieu of an observer. Watercraft pulling skiers/wakeboards/etc. utilizing a mirror and no observer will be restricted to using the main channel only. Personal watercraft (PWC) must carry an on-board observer; therefore, only one person may be towed. The PWC must be at least a three-seater to allow room for driver, observer and person being towed. Viking Valley Association and the Missouri Highway Patrol, Water Patrol Division does not recognize manufacturer mirrors on personal watercraft, as these mirrors are not sufficient for safety.

SKI VIOLATION: All skiers must hold up a ski or other highly visible device to mark position and warn other boaters of downed skier. Water skiing in coves is permitted only from 9 a.m. until sunset. Water skiing in main channel is permitted only from sunrise to sunset. No skiing after sunset, or after the lake has been reduced to Night Speed. Both boat operator and skier may be cited for a ski infraction.

LIFE PRESERVERS: Water skiers, tubers, surfers, etc., as well as any operator or passenger of a Personal Watercraft, must wear an approved life preserver. Any child, eight (8) years of age or younger, must wear an approved life preserver while on a watercraft, or at any time such child is within 50 ft. of the waters of Lake Viking. This includes private lots, beaches, community areas, and marina. Such life preserver must be at least Type I, II, or III U.S. Coast Guard-approved flotation device which suitably fits the child. An infraction ticket will automatically be issued to the property owner for failure to provide life preservers on children. This rule applies to all family members, guests and renters of property owners. All watercraft (with the exception of Personal Watercraft) that requires the wearing of a life preserver, must have a U.S. Coast Guard-approved preserver readily accessible for each person on-board the watercraft. The operator of the watercraft is responsible for providing the preservers, and displaying the preservers upon request of Safety Patrol. An infraction ticket, subject to a \$500.00 fine (rev 2/23), will automatically be issued for any life preserver violation.

OPERATE WATERCRAFT UNDER INFLUENCE OF INTOXICANTS: The operation of a watercraft while under the influence of intoxicants including alcohol, narcotics, drugs, etc., is prohibited.

CARELESS AND IMPRUDENT OPERATION: Any careless, unsafe, reckless, imprudent or negligent operation of any watercraft, which creates, or increases the risk of

bodily injury or property damage, is prohibited. A fine up to \$500.00 may be assessed for each infraction including driving while intoxicated. (rev 4/24)

OVERLOADING WATERCRAFT: Watercraft shall not have on board more than the maximum allowed weight including passengers and gear. The capacity plate limits are not to be exceeded. Sail surfboards shall not have more than two persons.

UNDERAGE OPERATOR: The minimum age to operate any motorized watercraft at Lake Viking is fourteen (14) years old. Parents and guardians are responsible for operators and their actions. Operators may be requested to produce proof of age to the Safety Patrol.

BOATER CERTIFICATE: Any person born after **January 1, 1984**, operating a vessel on Lake Viking, regardless of their state of residence, must have a Boater Safety identification card issued by the Missouri State Highway Patrol, Water Patrol Division. Other states' certification may be honored if they are NASBLA (National Association of State Boating Law Administrators) certified. Property owners must ensure that for all operators of vessels on Lake Viking, a valid photo ID & the operator's Boater Safety card are uploaded to VVA's online system. A "vessel" is every motorboat and motorized watercraft, including a Personal Watercraft (jet ski). The Safety staff at Lake Viking shall check VVA's online system to verify that the operator's photo ID & Boater Safety card have been uploaded to VVA's online system. (rev 2/23) If the operator is required to have a Missouri State certification card and does not possess one, the following actions will be taken: Safety Patrol staff **will** issue a written infraction ticket and escort the operator to their lot. That person cannot operate a boat nor personal watercraft until they obtain a certificate.

DESIGNATED SWIMMING AREAS: Swimming is permitted only within fifty (50) feet of shore, developed swimming areas or behind buoys located in coves. There shall be no swimming from Association pier docks.

FREE-FLOATING DEVICES: All free-floating swim platforms (e.g. Lily Pads) must be placed 75ft. or less from shoreline at full pool, unless behind an Association buoy.

UNLAWFUL RIDING: The operator of any watercraft shall not allow any passengers to ride or sit on the gunwales, decking over the bow, railing, top of seat backs, seats on raised decks, decking over the back of the watercraft or manufacturer's rear-facing seats on the transom, or any other place where falling overboard is a risk while the vessel is in motion, unless such person is inboard of adequate guards or railing provided on the watercraft to prevent a passenger from being lost overboard. The term "adequate guards or railing" shall mean guards or railings having a height parameter of at least six inches but not more than eighteen inches. Occupying the decking over the bow of a watercraft may be necessary to moor to or from a buoy, a dock, or any other necessary purpose as long as the watercraft is operated under trolling speed only. (rev 4/25)

HAZARD OR OBSTRUCTION: Any partly submerged items such as boats, docks, barrels, structures, or other obstruction must be removed within ten (10) days after written notice at the owner's expense. Failure to comply will result in an infraction citation and member being charged for removal by lake personnel or outside contractors.

LAKE CLOSURE: The Lake Manager or their designee will have the authority to close the lake to all watercraft traffic if deemed dangerous conditions exist such as highwater levels or other circumstances that may present a hazard to the members or damage to property. During such time, the three red flashing lights located on top of the Yacht Club at the south end, Beach #1 and Beach #2 will be activated to signal the lake closure, in addition to posted signs at the lake entrances, announcement on the Lake Viking webpage as well as other social media utilized by the lake. NO SWIMMERS OR WATERCRAFT OF ANY KIND including non-motorized or human-powered watercraft will be allowed on the lake (rev 6/20), with the exception of Maintenance and/or Safety Patrol watercraft, until such time as the lake is deemed safe by the Lake Manager and re-opened. Any unauthorized watercraft on the water when the lake is closed will be issued an infraction ticket.

USE OF COMMUNITY DOCKS & AREAS: Community docks and community areas must be available for all users. Boats may not be left parked on a community area overnight. (rev 2/23)

HARBOR AND JETTY: In addition to all other water rules, the following rules apply specifically to the harbor and jetty: (added 4/25)

1. No swimming or free-floating devices are allowed inside the jetty or in the turning lane
2. No one is permitted to be on the jetty rocks for any reason
3. No fishing is allowed from the jetty rocks
4. No fishing is permitted within the jetty turn lane

BATTERY-OPERATED TOYS: Battery-operated toys are not allowed on the waters of Lake Viking.

WATERCRAFT SIZE & MOTOR SIZE:

- a) Boat & pontoon max. length: 24 ft.
- b) Motor cannot exceed manufacturer recommendation.
- c) No prop-driven watercraft with two engine power sources is allowed, except for pontoons or any other using a smaller motor for trolling purposes.

(WAKE SURFING MOVED TO BY-LAWS)

CAMPGROUND: RULES & REGULATIONS

GENERAL: There are two camping areas: Campground #1 on the east side of the lake, and Campground #2 on the west side of the lake. These are for the use of VVA lot owners. All camping units must belong to a VVA lot owner. By entering the campground

as an overnight or seasonal camper and paying the applicable fees, members automatically agree to abide by all campground rules stated in this VVA Handbook. No refunds will be issued for overnight stays or seasonal rentals in cases where campers are removed from the campground due to rule violations. Pedestals for electrical hookup are spaced throughout the areas. Water hydrants, restrooms, showers and dump stations are available.

RV owners will be required to show legal title to all motor vehicles, trailers. The removal of camper shells from vehicles is not allowed. Slide-in type campers or removed camper shells are not allowed as a stationary camping solution in the campground (rev 4/24). When a member has met all requirements for using the Campground, that member then holds all rights and privileges to that camping spot for that season. Once a unit is approved and in the selected spot, that spot's area must be maintained in a presentable condition. Camping units must display the owner's lot number in a visible manner on front (rev 12/20) of camper.

CAMPING SEASON: Camping season is February 1 to January 31. Annual camping fees will be prorated after September 1, through the end of the season on January 31st of each year, at a monthly charge per the annual fee rate. The Campgrounds are open year-round, with water shut off from November to spring when weather permitting. (rev 4/24) Only Active Members who are current in the payment of all dues and all other charges, fees and assessments per ARTICLE IV, and who have satisfied all monetary obligations imposed upon such member per ARTICLE XIV, may use the Campgrounds. Seasonal camp spots are available for reservation each year; overnight camp spots are available on a first-come, first-served basis. Reservations for these sites can also be made by calling the campground manager at 816-724-1020. All reservation fees must be paid in full before bringing your camper into the campground. A member may remove his camper from a seasonal spot for any length of time for vacation and/or repair purposes with written notification given to Campground Manager, Office or Safety.

ASSIGNMENT OF CAMPING SPOTS: Members in good standing who want to obtain a camp spot or move to a different spot (as long as the camper fits within the length guidelines of the new spot) can have their name added to the Wait List maintained by the Campground Manager. Priority will be given as follows:

1. Members wanting to move camper from current camp spot to another, providing the spot the member wants is open. When possession of the preferred spot is obtained, their previous spot is then forfeited and available to other members.
2. Members wanting to obtain a camp spot who currently are not in either Campground.
3. Member already in the Campground wanting to rent an additional spot. (2/2019)

Max two (2) total spots per VVA member. “One lot, one spot”: If don’t own a 2nd VVA lot, then the equivalent of VVA annual dues & assessments must be paid on 2nd spot. (rev 4/21)

INFRACTIONS: Three (3) infractions for any reason/violations in a single camping season, or four (4) infractions for any reason/violations in a 5-year period, will result in expulsion from the Campground w/ no refund. (rev 4/22)

CAMPSITE MAINTENANCE AND UPKEEP: To ensure a clean, safe, and enjoyable environment for all guests, each camper is responsible for maintaining their campsite in good condition throughout the year.

1. General Site Maintenance

- Campsites must be kept neat, orderly, and free of clutter at all times.
- Personal belongings should be stored appropriately and not extend beyond your designated site area.
- Campsites should be kept clear of trash, debris, and unused materials.

2. Grounds Care

- Grass must be mowed regularly to maintain a tidy appearance.
- Weed eating is required around your camper, deck, and any structures.

3. Camper and Equipment Appearance

- All trailers, campers, and RVs must be power washed as needed to maintain a clean and well-kept appearance.
- Units should be kept in good repair and presentable condition throughout the year.

MOWING: Campground sites must have grass and weeds trimmed and manicured at 6 inches or below at all times. Partial mowing of sites will not be allowed. This will be monitored by the Campground Manager and/or Campground Committee. Violations will be reported to the Safety office. Upon notification, Safety will document that a violation has occurred. Member’s failure to adhere to this rule shall result in an infraction being issued. Association Maintenance, Campground Manager and/or Committee member has the right to mow, and the Office will bill the member \$50.00 per mowing. **No exceptions** will be made after you have been billed. Each mowing shall result in an infraction.

FEES: See the inside back cover of Handbook for fees. Note: An infraction will be issued to members not reporting as full-time. (rev 4/22)

FULL-TIME CAMPERS: Full time campers “living” year-round (winter) in the campground MUST enclose their RV with insulated skirting. The appearance must be approved by the Campground Manager. The winter campground rules are as follows:

1. You cannot leave water faucets running in your camper to prevent freezing
2. You must take appropriate steps to prevent freezing of water lines
3. If your hydrant freezes, you are responsible for all replacement costs and water usage costs
4. The use of electrical heaters for freeze prevention is strictly prohibited

TENTING: The camping fee for tents is \$15.00 per day per tent for 2 people, with a maximum of 2 tents, all paid in advance. The pass must be affixed to the tent in a visible manner, and the second tent must be adjacent to the primary tent. Contact the Campground Manager at 816-724-1020 to pay your tent fees & receive your pass (rev 2/19 & 4/24). Members may have 1 tent at their campsite at no charge. Members are responsible for guests when tenting or camping. Groups may be granted tenting privileges, provided prior approval has been granted by the Board of Directors. No groups will be approved on major holidays. The Association member who is sponsoring the group must be present with the group at all times. Tents are restricted to those areas specifically designated.

WEEKEND TEMPORARY CAMPING SPOTS:

Temporary overnight or weekend spaces are available on a first-come-first-served basis at \$25.00/ day. Full hookup spots for 40.00/day maybe available depending on capacity in Campground. If you request a specific, there will be an additional \$10 reservation fee. All fees are to be paid in advance on the Condo Control App. (rev 4/24)

CAMPSITE IMPROVEMENTS: All camping units, trailers, fifth-wheels and motor homes, structures or improvements shall be movable at the request of the Lake Manager for maintenance of the Campground. There shall be only 1 camping unit per campsite. No structures shall be built that are not easily removed. 1) All patios, decks and unattached improvements to camping spots must have prior approval by the Campground Manager. 2) No enclosed structures except under the 5th wheel front (built to code) will be permitted. Skirting may be added to the base of the camping unit, but does not include closing in the RV Port. No screened-in areas or attached rooms will be permitted. 3) Storage units must not exceed 72" tall, 72" wide, and 48" deep. There is a limit of 2 storage units per campsite. Units must be of weatherproof, manufactured construction. Any improvements made by site leases are to be left when permanently, vacating campground such as (gravel, landscape timbers, stone walls, or large rock) (rev 4/24

RV PORTS: RV Ports require approval by the Managing Director (rev 2/21). An "RV Port" is a carport for an RV. 1) RV Port must be kept on individual's campsite. 2) RV Ports must be white in color. 3) Not to exceed 20 ft. wide, length cannot exceed 2½ ft. overhang on each end of the camper unit. 4) All 4 sides of RV Port must be left open, no enclosure. 5) Call 800-DIG-RITE prior to installation. 6) Must be installed with mobile home anchors, by professional installer. 7) Must contact the Campground Manager prior to installation with the intended size, location and installer. 8) If Campground contract is broken due to delinquent fees or any breach of this contract, the RV Port becomes the property of Viking Valley Association. 9) Viking Valley Association is NOT responsible for any damage to or created by RV Ports. In the event an RV Port is damaged or destroyed in any way, it is the sole responsibility of the RV Port owner for any such damage.

ALL-TERRAIN VEHICLES (ATVs) in CAMPGROUND: All-terrain vehicles (ATVs) and similar vehicles are allowed in designated campground areas. Operators must:

1. Follow all traffic rules and regulations as stated in the Traffic Rules and Regulations section, inclusive of adhering to operator requirements
2. Comply with all VVA rules in this handbook
3. Possess a valid driver's license to operate any motorized vehicle
4. Adhere to posted speed limit

Anyone not following the posted speed limit may be issued an infraction ticket.

PETS LOOSE in CAMPGROUND: Pets must be on leash and must have rabies tag on collar. You must clean up after your pets.

LOUD NOISE OR MUSIC in CAMPGROUND: Quiet time is from 11 pm to 8:00 a.m.

FAILURE TO CONTROL CHILDREN: Parents are responsible for the conduct of their children or other children placed under their care and control.

FAILURE TO MAINTAIN CLEANLINESS OF FACILITIES: All campers shall assist in the maintenance of the areas they use or occupy, by cleaning up after use.

UNATTENDED ELECTRICAL USAGE: Air conditioning units or heaters (rev 4/22) in campers must be turned off when a member will be gone for 24 hours or more. Violators will be issued an infraction ticket.

UNAUTHORIZED WATER CONNECTION: All persons must close the water hydrant valve when a member will be gone for 24 hours or more. Violators may be issued an infraction ticket. (rev 4/22)

CONNECTION TO SEWER:

1. Campers connected to the Association's sewer system are required to have hard piping—flexible tubing is not allowed.
2. Campers not connected to the Association's sewer system may use flexible tubing for the transfer of any wastewater into a portable holding tank or transfer-type trolley.
3. Flexible tubing cannot remain permanently and must be disconnected once transfer is complete.
4. Discharge of any wastewater to the ground or any nearby watershed/creek is prohibited.

UNAUTHORIZED DISPLAY OF FIREWORKS: It is prohibited for any person to display or cause the display of any fireworks, which are ignited by a heat source to be discharged in the Campground area.

IMPROPER PARKING OF BOATS OR TRAILERS: They may be parked temporarily when the owner/guest is present, as long as they don't impede traffic or block roadways or encroach on anyone's campsite.

IMPROPER USE OF CAMPFIRE: It is prohibited for any person to cause or allow the location of any campfire to be closer than ten (10) feet to any camping unit and ten (10) feet from any source of propane. All fires must be contained within a fire ring, pit or similar structure with a maximum diameter of 4 feet.

FAILURE TO EXTINGUISH FIRE: All persons shall completely extinguish any fire that is unattended.

CLEANING OF FISH: No cleaning or disposal of raw fish remains in Campground trash containers or dumpsters is allowed.(4/24)

WASHING OF DISHES IN CAMPGROUND RESTROOMS: No dishwashing in Campground restrooms is allowed.

(complete revision of Campground rules and regulations 4/25)

CLUBHOUSE RULES

The Clubhouse has facilities for activities on the upper and lower levels. There are kitchens on both levels. Either level may be reserved for Association activities or for private parties under the following conditions:

1. For an Association activity, permission must be obtained and scheduled at the Association office, or using VVA's online system. (rev 2/23) It is understood that the committee in charge will be responsible for cleanup of both recreational and kitchen areas.
2. Private parties and events such as weddings, receptions, reunions, etc. may be scheduled by a property owner by special permission. The host of a private party must pay a deposit, pay all rental fees, and sign a form assuming responsibility for cleanup and liability. User fees are charged for private parties.
3. No political parties are allowed.
4. Wet bathing suits are allowed in the lower-level restroom areas only.
5. All users shall leave the clubhouse in a clean manner.
6. No pets are allowed inside the building.
7. Clubhouse will close at 12:00 a.m. midnight, so cleanup must be completed and everyone out of the building at 12:00 a.m. midnight.

FOOD TRUCK RULES AND REGULATIONS

The following rules and regulations apply to food trucks operating within Lake Viking:

1. Food truck vendors operating within the subdivision are required to pay an annual fee of \$500.00 before commencing their business operations. This fee is applicable for each individual unit; for example, if the vendor has two trucks, the total fee will amount to \$1000.00
2. Food truck vendors that operate solely on holiday weekends, which only includes Memorial Day, Fourth of July, and Labor Day weekends, will incur a charge of \$100.00 for each weekend they operate.

3. Food truck vendors that operate only 1 or 2 weekends each year, excluding the holiday weekends mentioned above, will be billed \$50.00 for each weekend they operate.
4. Food truck vendors are expected to adhere to safety measures to maintain a hazard-free environment. It is necessary for food truck vendors to have current insurance, health and food permits filed with the Association before setting up. Failure to comply with health and safety standards may lead to the suspension and/or revocation of vending privileges.
5. Food truck vendors must adhere to local health codes and regulations. All food preparation areas must always be kept clean and sanitary. Any violations of these health codes will be subject to an infraction and potential revocation of vending permit.
6. Lake Viking will provide food truck vendors with a mobile food vendor permit, which must be displayed prominently for customers to see.
7. All private events that include food truck services are subject to the Lake Viking Food Truck Rule.
8. Food truck vendors are encouraged to use environmentally friendly packaging and utensils to help maintain the cleanliness of the lake area and minimize waste.
9. Hook-up to Association electricity and water may be completed 24 hours before conducting business. Electricity and water must be disconnected if not reopening again for a period of 24 hours or more.
10. Food truck vendors must check in with the Association office or Security to determine availability of designated areas, including community areas, and provide their contact information. Food truck vendors that have paid the annual fee are placed in designated areas first. Food truck vendors cannot check in or reserve a location prior to 8am the day before the vendor anticipates it being open. If the food truck vendor does not open as anticipated they are subject to an infraction, unless notified.
11. After the food truck gets set up, motor vehicles that tow mobile units must unhook and park in designated parking areas, ensuring they do not obstruct other vendors or disrupt their business.
12. Food truck vendors must park to optimize all hook-up usage for all other food trucks.
13. Food truck vendors must manage and dispose of business and customer's trash. Vendors must ensure trash containers are always available on site. Grease must be in sealable containers and not placed in Association dumpster. Washing food service vehicles or containers on Association property is prohibited.
14. Food truck vendors must have at least one marked Fire Extinguisher with access.
15. Mobile food truck permits may be revoked by the Association for any reason.
16. Mobile food truck vendors who have paid the annual fee may operate during weekdays if proper notification is given to Association office a week prior.
17. Food truck vendors should never set up inside, near or in front of shelters. Food truck vendors must always be parked in a designated area given to them by the Association.

PROPERTY MAINTENANCE & UPKEEP

MOWING: Members are required to have lots mowed by May 1, June 1 and September 1 of each year. Additionally, lots with homes should be mowed twice a month during the growing season (except during times of drought). Should the member fail to meet the listed criteria, the Association has the right to mow the lot, issue an infraction ticket, as well as recover expenses incurred by the Association. The Association recommends that property owners contact a contract mower if they are unable to do self-mowing.

LOT MAINTENANCE: Not allowed are: unlicensed vehicles (a motor vehicle approved for highway use); building or outbuilding needing repairs; unsightly condition of boats/ covers/trailers; unsafe or unsightly boat docks; unsightly lots; brush; weeds; trash; or general rubbish allowed to accumulate. Violations must be corrected within 30 days of written notice. Failure to do so will result in an infraction ticket, in addition to costs incurred by the Association in correcting the conditions including the removal of deteriorated structures.

STORED & ABANDONED BOATS: All boats stored on lots must have a current year's sticker or will be subject to an infraction ticket and fine. No boat may be stickered that is not seaworthy and in good repair. Any boat not stickered for 2 years will be considered abandoned and may not be stored within the VVA subdivision. Boats must be removed within 30 days of written notice. Failure to do so will result in an infraction ticket, in addition to costs incurred by the Association in removing the boat.

SWIMMING POOL RULES & REGULATIONS

Lot owners and their guests using the pool must abide by the following rules:

1. The Association is not responsible for accidents.
2. The Association reserves the right to refuse admittance to anyone.
3. The Association reserves the right to limit the number of guests.
4. Lot owners must check-in their guests in person, unless guest has a Guest Pass.
5. No lifeguard is on duty--member and their guest swim at their own risk.
6. Children under age 14 must be accompanied by an adult. (rev 12/20)
7. No toys, rafts or tubes are allowed that are large enough to obstruct the view of those observing swimmers.
8. No alcoholic beverages allowed inside fenced pool area. (rev 12/20)
9. No running.
10. Diving at deep end of pool only.
11. No food or glass allowed in pool area.
12. No pets allowed in pool area.
13. Trash and cigarettes must be put in containers provided.
14. No cut-off jeans allowed.
15. No private parties are permitted without a signed rental agreement.

BEACH USE

1. Beach use is restricted to Members and their guest only.

2. Membership cards are required for beach use; guests may not bring guests without a Member present.
3. No lifeguard is on duty--member and their guest swim at their own risk.
4. Beaches are open 7:00 a.m. - midnight.
5. Vehicles are prohibited from driving or parking on grass or sand beach, except Association or emergency vehicles.
6. Children under age 14 must be accompanied by an adult.
7. Dogs are prohibited from the beach swim area (except certified service animals); must be controlled by leash.
8. Littering is prohibited.
9. Life jacket rules apply to all beach areas.
10. No swimming at Association pier docks.

TRAFFIC RULES & REGULATIONS

For the protection, safety, peace and enjoyment of all persons within the subdivision and the orderly and considerate use of its roadways, streets, paths, and accesses, the following rules regarding vehicular operation and regulations pertaining to traffic and usage of such streets, etc. are adopted.

PROHIBITED VEHICLE PARKING

It is prohibited for any Association member or guest of a member to park, store or abandon any "prohibited vehicle" on any property owned or maintained by the Viking Valley Association overnight or for a period of more than four consecutive hours. Prohibited vehicles shall include, but are not limited to: box or panel trucks, tractor-trailer rigs, semi-trailers, utility trailers, grain trucks' wagons or trailers, flatbed trailers, box trailers, horse trailers, farm equipment, or construction equipment. There shall be no semi-trailer parking on any lot at Lake Viking for more than four days. Exceptions to this prohibition include vehicles currently being utilized for Association approved and permitted construction-related activities on lake property. All variances or exceptions to this rule must be approved, in advance, by a majority of the Viking Valley Association Board. The costs to repair any parking lots, asphalt or concrete pavement, driveways, streets, bridges, culverts, guardrails, fences, signs and structures, shall be the responsibility of the vehicle owner or driver. The Marina, "S" lots and "Z" lots are excluded.

FAILURE TO COMPLY w/ SAFETY INSPECTION, REGISTRATION, OR LICENSE REQUIREMENTS: All motor vehicles must comply with the safety inspection standards, registration, and license standards required for the operation of said vehicle upon the public highways of the state of Missouri. The operator of any motorized vehicle operated on the lake roads must have a valid driver's license, from their resident state, on their person, or uploaded in VVA's online system. (rev 2/23)

FAILURE TO WEAR APPROVED HEAD PROTECTION: All motorcycle operator(s) and passenger(s) under age 26 shall wear a protective helmet meeting the standard requirements of the state of Missouri.

OPERATE SPECIAL-PERMIT VEHICLE: The operation of vehicles requiring a special permit is limited to designated roadways, and is not allowed after 10 p.m.

ATVs, GOLF CARTS, FOUR-WHEELERS & ANY MOTORIZED

CONVEYANCE: 1) The operator of any motorized vehicle operated on the lake roads will have a valid license, from their resident state, on their person, or uploaded in VVA's online system. (rev 2/23) 2) The above vehicles will display an orange flag or slow-moving-vehicle sign on the rear of the vehicle. If using an orange flag, it will be displayed on a pole at least three (3) feet in length. 3) Any operator or passenger under age 18 on an ATV or four-wheeler must wear an approved safety helmet. 4) Vehicles with proper headlights and taillights are allowed on the road after dark. 5) If operating these vehicles on the lake roadway they will be operated in a safe and prudent manner. All roadway rules apply to these vehicles. 6) These vehicles are not permitted on the beach areas at any time. 7) No more occupants than what the vehicle is designed to carry are allowed. 8) Auxiliary lights that are forward-facing or rear-facing must be turned "off" after dark. However, decorative-type lighting that is not blinding to other motorists is permissible--such as lighted flagpoles/whips, ground-effect lighting or similar "special effects" lighting. (rev 4/22)

IMPROPER DISPLAY OF LIGHTING, SIGNAL and/or WARNING DEVICE: All vehicles, including motorized or non-motorized conveyances shall display lighting, signals, or other warning devices which are approved and required by the state of Missouri.

OPERATE MOTOR VEHICLE with INADEQUATE MUFFLER: All motor-driven vehicles must have an adequate muffler or silencer.

EXCEED MAXIMUM POSTED SPEED LIMIT: The maximum speed limit for any vehicle or conveyance on the roadways, streets and thoroughfares is thirty (30) miles per hour, except in those areas where additionally restricted speed limits may be posted, whether temporary or permanent.

DRIVING UNDER INFLUENCE of INTOXICANTS: The operation of any motorized or non-motorized conveyance or vehicle while under the influence of intoxicants or drugs is prohibited.

CARELESS AND IMPRUDENT DRIVING: Any motorized or non-motorized conveyance or vehicle must be operated in a careful and safe and prudent manner according to road and weather conditions, to prevent risk of property damage or bodily injury.

FAILURE TO DRIVE on RIGHT-HAND PORTION OF ROADWAY: All vehicles or conveyances shall be operated on the right-hand portion of the roadway, as far as practical.

FAILURE TO DRIVE ON TRAVELED PORTION OF ROADWAY: Motor vehicles are prohibited from driving off the traveled portion of the roadway or other areas designated as roadways or parking areas and maintained for such purposes.

FAILURE TO OBEY TRAFFIC CONTROL DEVICE: The operator of any conveyance on any roadway or trail shall observe and abide by all regulatory signs, signals or devices, whether permanent or temporary.

OBSTRUCTION OF TRAFFIC: No materials of any kind shall be placed in the roadways that may result in an accident. Removal or alteration of control devices, or anything interfering with traffic movement, is prohibited.

IMPROPER PARKING: The parking of motor vehicles on any roadway is prohibited, except in emergencies.

OPERATE MOTOR VEHICLE in RESTRICTED AREA: Motorized vehicles shall not travel on the north side of the dam, spillway area, beaches and other community areas where roads are not provided and maintained for movement of regular travel.

HORSES & EQUESTRIANS: Horses and equestrians may use the roadways and streets of the VVA subdivision only when it is impractical to use trails, community areas, easements, and special access areas. On roadways, horses shall be ridden or led as close to the right-hand shoulder as practical, and never more than two abreast. Extreme caution shall be exercised in consideration of vehicular traffic.

FAILURE TO DISPLAY PROPER LIGHTING on NON-MOTORIZED CONVEYANCE: No bicycle, monocyte or tricycle shall be operated on the roadways from dusk to dawn, without appropriate front and rear lights & front and rear reflectors.

IMPROPER OPERATION of NON-MOTORIZED CONVEYANCE: In the event any bicycle, monocyte, or 3-wheeled recumbent bicycle is operated on any roadway, such conveyance must be equipped with a red or orange flag or cloth on a support structure, to serve as a warning to other vehicles. And such conveyance must be operated as far to the right-hand portion of the roadway as practical, or on the shoulder thereof, nor more than two abreast on any roadway.

TOY or UNAUTHORIZED CONVEYANCE on ROADWAY: Skateboards, tricycles, scooters, sleds, or other children's toys are not allowed on the roadways.

AIRSTRIp RULES & REGULATIONS

1. Lake Viking Airport is a private airstrip and is only for the use of members and their invited guests.
2. Use of Lake Viking Airport is subject to Missouri Recreational Use Statute, sections 537.345-355.

3. According to the aforementioned statutes, Viking Valley Association assumes NO liability for damage to persons or property.

GENERAL ORDER RULES & REGULATIONS

LOSS OF PRIVILEGES: Any member who incurs three (3) infractions (any violation of the VVA Handbook) with imposed fines, in a membership year may lose their lake privileges for the balance of that membership year & during any pending appeal (rev 12/20), at the discretion of the Infraction Committee and/or Board of Directors.

TRESPASS: Persons are prohibited from entering or remaining in restricted areas after or between periods as imposed by the Board of Directors. These areas include beaches, pools, or other Association property as may be designated. It is prohibited to enter onto or remain on another property owner's real property without that property owner's consent or knowledge.

ENTRY ONTO MEMBERS' LOTS to CARRY OUT ASSOCIATION BUSINESS: Any designated representative of Viking Valley Association may enter onto any member's lot to perform Association work.

PROPERTY DAMAGE: Any member or guest who destroys, damages or defaces Association or other member's property will be issued an infraction ticket. If found guilty, member will be denied lake privileges for no less than one year from the infraction date, or until restitution for damage has been made in full.

OBEY DIRECTIONS OF OFFICER: All persons shall stop, furnish and display appropriate papers, credentials, registration, identification, or other documents or equipment as may be directed or requested by the Safety Patrol officer & agents of the Association.

INTERFERE WITH OFFICER: Interference with the officer in any manner is prohibited. Activities determined to be interference include but are not limited to loud and abusive language, restrictions of movement, antagonistic noise or language, threatening actions, physical contact, throwing projectiles, refusal to disperse, filing false report, or any other activity which hinders or interferes with the officer in the performance of his duties.

DISORDERLY CONDUCT OR PEACE DISTURBANCE: Persons are prohibited from performing any act or encouraging or allowing any act, which disturbs the peace of another. These acts include such activities as aggressive conduct which causes fear or apprehension, threat of injury or property damage, loud and abusive or vulgar language which offends another person, actions or lack of actions which interfere with normal movement, loud and offensive noise which disturbs another person, or any activity or lack of activity which causes personal injury or property damage. Any loud music occurring on lots or on the water has a curfew of midnight.

THEFT: Any person who appropriates property or service of another without his or her consent or by means of deceit or coercion is prohibited.

MINOR IN POSSESSION OF INTOXICANTS: Persons under age 21 are prohibited from possessing or consuming intoxicants including alcohol, narcotics, drugs, etc.

LITTERING: Littering or dumping of bottles, cans, paper, trash, garbage, rubbish, debris, or other discarded items is prohibited within the subdivision including the lake waters and drainage areas. Placement of such items within a container/receptacle or bag of a member who contracts trash service without their permission will constitute littering. Violators are subject to a \$500.00 fine. (rev 2/23)

CAMPING ON LOTS: Overnight sleeping or camping on unimproved lots is prohibited. Campers may be parked on an unimproved lot from sunup to sundown only. Failure to remove the vehicle by sundown subjects the lot owner to an Infraction Violation. Tents or camping vehicles (RV's, campers, pop-up campers, motor homes) will be allowed on lots with houses, with a time limit of **14 days** for the camping vehicles that are occupied. Only two camping vehicles will be allowed on lots with a house. The lot owner must sign in with the Office, or submit a request in VVA's online system, prior to the camping vehicles being occupied. And notify the Office, or update VVA's online system, when the camping session has ended. Failure to sign in & out with the Office or VVA's online system may result in an infraction ticket. (rev 2/23)

HUNTING OR SHOOTING WITHIN SUBDIVISION: No hunting or shooting is allowed on the property of Lake Viking and subdivision therein, except in designated areas as described in VVA's online system. Members must contact the Safety Dept. to request hunting privileges for themselves or their guest. (rev 2/23)

"FOR SALE" SIGNS on DEVELOPED LOTS: Only one "For Sale by Owner" or "House for Sale" or "For Sale" or realtor "For Sale" sign can be placed on a lot with dwelling(s). You cannot have more. Only one "Open House" sign may be placed on a lot with dwelling(s), displayed only during the posted hours of the open house, and must be removed immediately at the end of the open house. The member or realtor/listing agent must sign a permission authorization form for each lot on which a sign will be placed. This form must be signed by the homeowner & Association representative using VVA's online system, before the sign is placed on the lot. (rev 2/23) No signs shall be placed on unimproved lots, except signs required for lot identification and emergency purposes. All signs on lots zoned for commercial business shall be approved by the Board of Directors. Property owner and/or listing agent will ensure that each party has a copy of the form. No flags, balloons, banners, lights or similar selling aids will be allowed in conjunction with the sale of property; only one information tube attached to the "For Sale" sign is allowed.

POLITICAL SIGNS on DEVELOPED LOTS: Political signs are defined as any fixed, ground-mounted display in support of or in opposition to a person seeking elected office or a ballot measure, excluding any materials that may be attached. Political signs

are prohibited on any Association-owned property. Members are allowed three (3) political signs per lot with dwellings. Balloons, streamers, audio device attachments, or lighted signs are prohibited. Political signs shall be no larger than 36in. x 36in. (not including the ground-mount pole). Political signs may only be displayed fourteen (14) days prior to an election, and removed three (3) days after the election. Members will be allowed a three (3) day period to correct any written notice of violation of this rule. Non-compliance may result in a fine and/or removal of the sign. (rev 6/20)

GARAGE SALES: Garage sales may be held at private residences or in the Association parking lot on dates designated by the Association Board. Parking will be allowed on one side of the street only and should not block driveways. A \$10.00 fee will be charged to cover cost of advertising.

USE OF FIREWORKS: Only consumer-grade fireworks may be shot off on dates designated by the Board, with a 12:00 a.m. curfew. Class B, 1.3, public display fireworks or any fireworks that require an ATF license to purchase are not allowed. The use of “sky lanterns” is banned at Lake Viking. Fireworks are prohibited on any Association-owned property including community areas, the pool and clubhouse area, and any docks or piers owned by the Association.

CONGREGATION OR CONGESTION OF MIGRATORY WATERFOWL:

Members shall not create any condition, such as feeding, or allow any condition to exist, which results in a congregation or congestion of migratory waterfowl, that results in accumulation of waterfowl feces or droppings. Migratory waterfowl shall include swans, geese, brants, river and sea ducks, and any other waterfowl falling under the jurisdiction of the U.S. Department of Interior, Fish and Wildlife Service, Missouri Conservation Commission, or otherwise defined by the Board as migratory waterfowl.

FIREARMS: Firearms are prohibited in all Association-owned buildings. (rev 4/22)

SMOKING: Smoking is prohibited in all Association-owned buildings. (rev 2/22)

BURNING: There shall be no unattended burning (except for Maintenance Dept.) or when the wind is in excess of 15 mph. All campfires must be extinguished when left unattended. During a “burn ban”, no campfires, fire rings, fire pits, outdoor chimneys, or any other burning where an open flame is present are allowed. Gas and charcoal grills are permissible.

OUTSIDE TOILETS: No toilets of any kind (including porta-potties) will be allowed in sheds, shelters, boat docks, boat houses or similar structures. No waste shall be permitted to enter Lake Viking. The exception is the rule below regarding Temporary Portable Toilets at lake residences.

TEMPORARY PORTABLE TOILETS at LAKE RESIDENCES: Completely contained portable toilets on a temporary basis will be allowed with the following stipulations:

- a) Option to place temporary portable toilets will be limited to homes already having approved waste disposal systems, and new construction sites.
- b) Homeowners desiring to use such services will be required to pay a \$25.00 flat fee per occurrence and provide such documentation to the Association Office prior to the placement of any portable toilet at their residence. Portable toilets on construction sites shall be allowed at no charge per OSHA regulations.
- c) Vendors providing temporary portable toilet services will be required to provide the Association proof of insurance and state license for disposal of waste.
- d) Placement and removal of temporary portable toilets shall not span more than seven consecutive days.
- e) A limit of one portable toilet will be tagged and monitored by Safety to ensure compliance with the time requirements.
- f) A limit of one portable toilet per approved location will be enforced.
- g) Violations will be subject to an infraction and fine.

9-1-1 ADDRESSES & LOT NUMBERS TO BE DISPLAYED

- a) All dwelling owners (of houses, mobile homes, and dwellings of a similar construction) shall have their street address (numbers only) & lot number(s) with “Lot” spelled out, prominently displayed so both are clearly visible from the roadway, in case of a 9-1-1 emergency. Example: **4515 Lot 840**. (rev 9/22)
- b) Lettering and numbering shall be at least 3 inches tall, and a contrasting color vs. the background, so the sign is easily read.
- c) Owners having multiple adjoining lots may include all lot numbers on the sign at the principal residence.
- d) Lots with structures (shelters, sheds, boat or swimming docks, decks, etc.) must have their lot number(s) prominently displayed, so it is clearly visible from the water (on lakefront lots) and from the roadway.
- e) All docks must have lot number displayed on the lower right side of dock, as viewed from the water. (rev 4/22) All lakefront dwellings must have lot number clearly visible from the water.
- f) All new home Building Permits are required to obtain the 9-1-1 address for their property prior to the start of the build process. The street address (numbers only) & lot number(s) with “Lot” spelled out, shall be posted on the property & provided to the VVA Office. Example: 4515 Lot 840. (rev 9/22) The 9-1-1 address can be obtained by calling the Daviess County 9-1-1 Office @ 660-663-4252.
- g) Failure to comply will result in an infraction ticket.

TRASH DISPOSAL

Each lot with a house or commercial building must pay for trash service to the trash removal company providing the service approved by the Association. Full-time residents will pay for 12 months of trash service and weekend or part-time residents will pay for 6 months of trash service (April 1 – Sept. 30). Billing and collection of the fees for trash

service will be handled by the company providing the service. Signs are posted at each dumpster site stating who may use them.

All trash put out the day prior to scheduled pick-up date must be placed in a container with a sealable lid securely closed.

The Office will maintain a current listing from the Trash Service Provider to verify member has contracted service if required. Compliance reviews will be conducted and members failing to maintain service will receive an Infraction Ticket.

Unimproved lot owners have the option to remove their trash with them upon leaving, or purchase a card at the Association Office for \$25.00 for the membership year allowing them to dump their trash in an Association dumpster. Members with a Campground spot can utilize the Campground dumpster. Members utilizing dumpsters without the purchase of an Association card will be issued an infraction ticket.

Maintenance yard dumpsters are the only approved dumpsters for members with contracted service, or unimproved lot owners who purchase a trash stamp.

DUMPSTER USE

1. Dumpsters located at Community Areas, Beaches, Clubhouse, Campgrounds and the Office may be utilized for trash generated from those locations only. Placing any trash NOT originating from use of those areas in those dumpsters is prohibited and will result in an Infraction Ticket.
2. Members who contract trash service and have a need to utilize dumpsters for household waste may use dumpsters located in the maintenance yard on a limited basis. Members must have either a stamped membership card or proof of contracted trash service with them during use. (Note: If the member is renewing annual membership in person, the member may request or provide trash service verification at that time. Members who desire approval and are renewing membership by mail may request a trash stamp on their membership card with proof of current trash service.)
3. Use of dumpsters is for members only, and will be monitored for excessive use. Excessive use may result in the suspension or prohibition of dumpster use by the member.
4. Guests who utilize a member's property where the member is not present are prohibited from utilizing dumpsters, unless **the member** has made prior arrangements with the Office.
5. Only registered Campground members may utilize dumpsters located in the Campgrounds. Bulky items or brush from the Campground **must** be taken to the maintenance yard for disposal.
6. Member performing do-it-yourself repairs to their Lake Viking property, where no permit is required or has a permit where no container is required, may utilize the maintenance yard dumpster.
7. Contractors are prohibited from using Association dumpsters for contracted jobsite waste. No waste from outside Lake Viking is allowed.
8. Permanent businesses located at the lake are prohibited from using Association dumpsters.
9. Only brush and untreated lumber may be disposed of in the burn area which is available to all members. Members placing other items in the burn area without approval are subject to an Infraction Ticket.
10. Misuse of dumpsters is subject to a maximum \$500 fine as determined by the Infraction Committee. (rev 2/22)
11. Sharing of pin numbers to access maintenance dumpsters between separate lot owners is prohibited. Any member or guest who allows access to anyone including other members, or who evades the gating system, is subject to an infraction ticket with a maximum \$500 fine. (rev 4/24)

ASSOCIATION FEES & CHARGES

DUES & ASSESSMENTS: For Membership Year 2025-2026: Membership Dues are \$75.00.

Special Assessments - \$603.96

Special Lake Assessments - \$123.84

Hire Personnel - \$23.39

Special Lake Accrual - \$34.45

Special Road Assessments - \$141.76

Capital Project Assessments - \$49.37

TOTAL \$1,051.77/yr. for one lot.

Amounts for multiple lot owners, Associate and Temporary Memberships are available at the Office. Dues and assessments are due May 1st of each year. If not paid by May 2nd, the use of the facilities shall be suspended. Late Fees: A 4% late fee is assessed at 30 days, at 60 days, and at 90 days late. Charges continue even when members are not using the facilities.

WATER: All water services are provided by Public Water Supply District (PWSD) No. 3.

CAMPGROUND FEES: A camp space is \$1,100./year non-sewer; \$1,200./year with sewer. Full-time campers using the campsite more than 21 days in any given month shall notify the Association Office or Campground Manager, and the member shall pay an additional \$65.00/month camp fee. Temporary overnight or weekend spaces are available on a first-come-first-served basis at \$25.00/day. The Campground fee for tents is \$15.00/day for 2 people, plus an additional \$5.00/day per person (max. 2 tents) all paid in advance. See page 33 under Tenting.

MOWING: \$90.00 per lot for each mowing; \$50.00 for camp spaces.

BUILDING PERMIT FEE: See Building Permit fee schedule on page 20.

CLUBHOUSE / SHELTER: A deposit is required to ensure cleanup & cover any damage to facilities. Deposit rate: upper level is \$500.00, lower level is \$200.00, shelter is \$100.00. The deposit will be retained by the Association if the clubhouse or shelter is not left clean and undamaged. Hourly rental rate: upper level is \$100.00/hour, lower level is \$60.00/hour, shelter is \$20.00/hour. All functions must be ended and cleanup completed by 12:00am midnight. Deposit and hourly fee must be paid in advance, based on hours of rental.

ACTIVE MEMBER IN GOOD STANDING

The term "Active Member" shall mean active members in good standing. "In good standing" are members who are current in the payment of all Dues and all other charges, fees, and assessments as provided for under ARTICLE IV, and who satisfied all monetary obligations imposed upon such member under ARTICLE XIV.

ASSOCIATION OFFICE HOURS

Monday - Friday @ 8:00am - 4:00pm