

# VIKING VALLEY ASSOCIATION

144 E. Main  
Gallatin, Missouri 64640  
(660) 663-2131  
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## 2017 HANDBOOK

A Membership Lake

## **IMPORTANT PHONE NUMBERS**

DAVIESS COUNTY EMERGENCY (Ambulance/Fire/Rescue) — 911

Sheriff - Daviess County — (660)663-2031 or 663-2149

State Highway Patrol (Emergencies) — 1-800-525-5555

Lake Viking Association Office — (660)663-2131

Lake Viking Safety Office — (660)663-2204

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, Roger Barker, after hours — (660)663-3600

Farmers' Electric Cooperative, during business hours — 1-800-279-0496

Farmers' Electric Cooperative, after business hours — 1-800-927-5334

Advanced Disposal (trash service) — 1-800-778-7652 or (660)425-6960

Windstream Telephone Company — 1-800-501-1754

## **Board Of Directors**

Jon Allen, President

David Sandy, 1st Vice President

Flint Hibler, 2nd Vice President

Phil Stockard, Secretary

Mike Booth, Asst. Secretary

Troy Lesan, Treasurer

Mike Krehbiel, Asst. Treasurer

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**DECLARATION OF AMENDED AND RESTATED  
COVENANTS AND 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 homeowners 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 unplatted 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. Mails, 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 boat house 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 on to, 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 water line 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 Collectors 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. A minimum requirement of 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.

#### **VIKING VALLEY ASSOCIATION BY-LAWS**

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 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 mails 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 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 fee:** 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 under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under ARTICLE XIV at any meeting of the Association, Multi-Lot Fees may be authorized by the board of directors for those members owning more than one lot. Multi-Lot Owners shall pay a Multi-Lot Fee on each lot owned after the first lot on record up to the (10th) tenth lot on record.

**Section 6. 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 7. 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 8. 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 9. Non-Payment Penalties and Interest:** Any payment of dues, assessments or other charges received more than ten (10) days after the due date may be deemed a late payment and a penalty may be assessed against the member responsible for payment in the amount of Twenty Dollars (\$20.00). If payment of dues, assessments or other charges are received more than ten (10) days after the due date, lake and community privileges are immediately suspended and member's guest passes become null and void. 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. In addition to the late payment penalty, when any payment of dues, assessments, fees or other charges has not been received within sixty (60) days of the due date, the account shall bear interest at the rate of one percent (1.0%) per month, until paid.

**Section 10. Board Authority to Collect Past Due Obligations:** 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 11. Lien of Assessment and Other Charges:** 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 members 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. A copy of the above reports shall be mailed to each Active Member at least ten (10) days prior to the annual meeting.

**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.

## **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 mail or telefax at an address or telefax numbers designated by the respective Director or by telephone. 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.

**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.

**Section 1. Finance Committee:** 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. Cemetery Committee:** This Committee shall consist of not less than three (3) Active Members. This Committee shall meet at least twice a year with the first meeting being held by the 10th of February and the second one approximately six months later. It shall be the responsibility of this Committee to supervise the maintenance, selling of plots, layout of plots and markers at the cemetery. The minutes of each meeting shall be recorded.

**Section 4. 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 5. 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 6. Nominating Committee:** An Active Member of the Board of Directors shall be the chairperson and shall select a minimum of three (3) Active Members to form the Committee. The Committee shall nominate a minimum of two (2) 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 per Association Board of Directors vacancy, to be voted on at the annual meeting. It shall not be necessary that the candidates selected by the Nominating Committee be approved by the Board of Directors. The minutes of each meeting shall be recorded. This procedure and the submission of nominations by the Board shall not preclude nominations from the floor at meetings of the membership.

**Section 7. 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 directors can refer.

**Section 8. 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 9. Campground:** This Committee shall consist of not less than three (3) Active Members. It shall be the responsibility of the Campground Committee to submit recommendations for campground improvements and concerns to the Board of Directors.

## 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 evidences 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 Water Front 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.

### **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 Security 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 water craft use within the Subdivision, camping and campground use, club house 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. Security Patrol:** The Board of Directors shall appoint one or more parties to a Security 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 Security Patrol.

**Section 4. Infraction:** The Safety Patrol shall have the responsibility to issue written notices of violations of the Rules and Regulations ("Violation Notice"). The Infraction Committee shall hold public hearings at regular intervals to hear and consider facts and circumstances as presented by both the alleged violator and member of the Security Patrol who issued the Violation Notice and determine whether or not the violation stated in the Violation Notice occurred and, if so, to set the punishment for each violation. The Infraction Committee shall have authority to impose such penalties as may be

deemed just and proper upon those member and persons which it finds in violation or have committed infractions of said Rules and Regulations or By-Laws which may include the levy of a fine 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 Office no later than 2:00 P.M., 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 thirty (30) days 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.

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 complaint form at the association office or contacting any member of security patrol.

**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:** Any member or person accused of any violation or infraction of the rules, regulations or By-Laws of this Association shall have the privilege of being heard at any such hearing or proceeding and being represented by Counsel.

**Section 7. Notice:** No hearing shall be held on any cause without at least three (3) days' notice to the member or party charged with violation or infraction, unless such person or member shall waive the privilege of receiving the three-day (3) 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 AND 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.

## **RULES AND 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 AND USER ID**

**MEMBERSHIP CARDS:** Each Family Membership shall receive membership cards, non-transferable to anyone other than named on the face of the card. A married couple will receive a maximum of two membership cards. An unmarried person will receive one membership card. 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 cards.

**GUEST CARDS:** Guest Cards are issued upon request of the property owner with a maximum limit of two cards per membership. The property owner whose name appears on the face of the Guest Card is responsible for the actions of the person carrying the card while on Lake Viking property. Only one family is allowed per Guest Card, a guest of a property owner may not bring a guest. Guest Cards are not required if the Active Member 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 is in the presence of his/her guests or on the premises. 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 Cards.

**VOLUNTEERS:** The Board of Directors shall, from time to time, appoint volunteers to serve on Committees, Special Events, Fire Department, 1st 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 provided for under ARTICLE IV and who have satisfied all monetary obligations imposed upon such member under article XIV.

## **COMMITTEES**

The Board of Directors may appoint Special Committees as they feel necessary. All members must be active members current in dues, assessments and all other fees. The Board of Directors will appoint the following standing committees: Finance, Building, Cemetery, Infraction, Lake Nominating, Handbook, Strategic and Campground. All committees shall have a minimum of three active members and include at least one Board member.

- 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.

### **ANIMAL RULES AND 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 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 dogs 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 animals or guests animals' 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 are not allowed off the member's property and shall be contained by a fenced enclosure or controlled by leash. Members are responsible for the conduct or non-control of the Guests' pets.

**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 IMPOUNDMENT:** Any dog not confined or on a leash shall be picked up and impounded. The pickup charge will be \$20.00 each; boarding fee will be \$10.00 each per day. If a dog does not have a current rabies tag, it must be inoculated by a veterinarian before being reclaimed. Owners will be responsible for the cost of the inoculation and will have up to three days in which to reclaim their dog.

### **BUILDING REGULATIONS**

All building plans must be approved by the Building Committee prior to the start of construction and must comply with the Covenants and 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 A TICKET WILL BE ISSUED BY SAFETY PATROL. ANY UNAPPROVED CHANGE OF A BUILDING PERMIT WILL BE SUBJECT TO A TICKET AND A FINE.** This is the responsibility of the property owner as well as the contractor. Contractors that fail to comply with the Covenants and Restrictions as well as the building regulations in effect at the time will subject themselves to possible loss of contracting privileges and/or additional fines as determined by the Building Committee. Structures of Fines for Contractors: 1st Violation: Ticket will be issued; 2nd Violation: Loss of privileges for 1 year; 3rd Violation: Loss of Privileges within the Valkyrie Valley Subdivision permanently. Fines for permit violations shall be a minimum of twice the permit fee and 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 any additional fees and/or penalties. The building permit fee must be paid at the time of the request submission using the current fee schedule. Building permit fees are non-refundable. Projects not completed within 6 months of the date the permit was issued (as stated in Restriction #3) will be given a 90 day extension at no charge, but after the first extension you will be required to pay an additional fee equal to 50% of the original permit. 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 and complete set of drawings.

**A COMPLETE SET OF DRAWINGS TO SCALE CONSIST OF:**

- \*Site Plan with all dimensions and distances to lot lines clearly defined.
- \*Exterior elevations showing finish grade lines
- \*Foundation Plan
- \*Cross Section
- \*Floor plan
- \*Building Specifications
- \*Legal Survey
- \*Septic Permit and plan

All permanent structures require 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. Portable toilets on construction sites shall be allowed at no charge due to OSHA Regulations.

Dumpsters and/or roll off will be required for onsite construction, at the property owners expense, but is not limited to: New home construction, garages, hangars and home additions. Other projects that may require the use of a dumpster or roll off will be determined at the time a permit is submitted for approval.

**BUILDING PERMIT FEE STRUCTURE:**

On-site house construction	\$1000.00
Manufactured/Mobile home Construction	\$450.00
Garages and hangars	\$300.00
Home additions	\$250.00
Concrete projects, multiple axle trucks and trailers that would transport heavy equipment, such as bulldozers, track hoes, track loaders or similar heavy equipment; including landscape projects requiring the same type of heavy equipment	\$250.00
Sand based projects, shelters, sheds, docks, shore line work, bobcat work	\$100.00
Concrete projects requiring a truck with less than 4 cubic yards of concrete	\$150.00
Stack Stone Projects	\$850.00
Septic system repair/replacement	No charge

\*requires State permit & approval\*

\*Building permit fees are non-refundable.

**Building permits are required for but not limited to the following:**

- On-site built homes
- Manufactured/Modular/mobile homes
- Prefabricated structures
- Shoreline work with the exception of rip-rap

**Hard surface driveways:** A homeowner may encroach with a permanent driveway in the

10' side easement if it is necessary. The owner would agree to signing 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 that document would be recorded with Daviess County at the owners expense. Each permit submitted for a driveway in the easement will be scrutinized as to the necessity of the encroachment. Driveway tubes must be a minimum of 12" diameter.

Any project, whether using a contractor or not, that requires large equipment such as bulldozers, track hoes, concrete trucks or other equipment or supply deliveries that require moving by a multiple axle truck.

Any alteration to the roof line or the original footprint of any existing structure including the design, size or type of materials used.

**Building Permits are not required for the following:** dump trucks to deliver gravel, riprap and equipment required to spread the same and any Viking Valley Association equipment. Repairs/replacement of materials to existing structures due to deterioration, wear and tear, damage due to fire, lightning or flooding do not require a permit UNLESS there is a change to the size or use of product of lesser quality than previously used. Anyone unsure if the project will require a permit may E-mail the building committee at VVA @GRUNDYEC.NET with ATTN BUILDING COMMITTEE in the subject box or contact the association office at 1-660-663-2131. 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.

No porch or projection of any building or septic system shall extend nearer than twenty-five (25) feet from any road right-of-way, nor nearer than then (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 water line 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.

All septic and sewer systems whether it be a new system or repair/replace must be approved by the State of Missouri authorities prior to installation. A copy of the Missouri State Permit must be submitted to Viking Valley Association before installation occurs. All easements and set back requirements apply, so a site plan of all systems 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.

Open pier foundations shall not be permitted on any dwelling.

**HOMES: ON-SITE BUILT** - The size must meet or exceed living space requirement size in accordance with letter designation exclusive of porch and garage on the main level with the letter symbol on each lot as set forth on the plat or plats of Valkyrie Valley Subdivision; and meet the minimum building specifications as outlined:

"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 1020 square feet and are 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 shall be subject to individual determination by the Building Committee’s recommendation.

Manufactured/Prefabricated structures /modular/mobile homes – may be placed only on lots with a ‘MH’ designation; must be a minimum of 400 square feet. Application must include proof of age (no units over 5 years old ), site plan, foundation plan, floor plan, picture of the unit, exterior elevation showing finish grade line or type of skirting (skirting must be in place within 90 days).

No basement homes allowed. Earth contact homes are not basement homes.

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

Prefabricated Structures are not allowed.

Post or Pole type structures, pole garages and post or pole structure homes shall not be allowed on A, B, C, D, E lots and may only be allowed on commercial, S lots and MH lots. Existing Pole Type Home Structures already approved and built as of 3-1-16 shall be grandfathered.

Hangers shall not be allowed on A, B, C, D and E lots and may only be allowed on S lots.

### MINIMUM BUILDING SPECIFICATIONS

The following apply to lots designated A, B, C, D, E and X frame construction only. They are to be considered minimum specifications. They do not apply to existing structures or homes currently under construction. They do, however, apply to new additions to existing structures. Minimum area is further described as, outside measurements with a minimum floor to ceiling distance of 4 feet 6 inches and located on the main floor.

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

**Footings:** Must be at least concrete mix 4000 psi 8” x 16” strength with 2 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 to be #2 or better 2 x 6 16” OC. Block foundations are not allowed.

**Floor framing:** Bottom plate must be attached to concrete foundations with a minimum of ½” bolts every 4 feet.

**Sub flooring:** Minimum of ¾’ 4’ x 8’ T & G double joists under all parallel partitions.

**Ceiling framing:** Minimum #3 fir 16” OC spans not to exceed specified limits.

**Roof framing:** Engineered truss frame requires a 2 x 4 24” OC with 5/8 plywood or equivalent. If built on site you may use 2 x 6 16” OC with minimum 7/16 OSB or blandex. Exceptions will be made for A-frame construction.

**Roofing:** 3 ply sheathing not to be used. ½” 4 x 8 fir or equal. Asphalt shingles, class C 12 x 36 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 a minimum of #2 or better 2 x 4 16” OC.

**Exterior siding:** Sheeting or siding must be minimum thickness of 7/16. Shingles, stucco or masonry siding may be used over 4’ x 8’ ½” fir or equal.

## MINIMUM BUILDING SPECIFICATIONS COMMERCIAL

It is recommended Commercial Structures be built using the "International Building Code."

The following requirements apply to lots with 'Z' commercial designation.

State approved septic system for type 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 should be recorded.

The following are to be considered minimum specifications for pole barn or steel frame building construction:

**BUILDING SIZE:** Buildings on commercial lots must not exceed 4000 square feet. All buildings must conform to all easements and setbacks provided in the Covenants and Restrictions.

**FOUNDATIONS:** 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 at least 4" thick, 3000 psi with 2 1/2' continuous rebar.

**Footings:** Must be at least with 8' x 16" strength 4000 psi with 2 1/2' continuous rebar. Top of footings must be at least 28" below finished grade with 18" diameter piers.

**Wall Framing:** All wall girths must be a minimum of 2x6 (#2) @ 26" O.C.

**Roof Framing:** 2x6 Rafters (#2) @ 26" O.C. The roof pitch must be a minimum 4/12 pitch. Corner columns, Truss bearing columns, and end wall columns must be a minimum of 6x4 (#2). If using metal roofing and/or siding, it must be a minimum of 29 gauges.

## OTHER STRUCTURES

**Hangars** – may be sized to need as long as all easements and setbacks are met. Hangars shall be allowed on "S" lots only.

**Pole type** – structures or garages shall be allowed on commercial lots, "S" lots and "MH" lots only.

**Garages** – attached and detached. Detached garages or outbuilding space may not exceed 720 square feet as measured from the outside dimensions and may only be built on an improved lot. Garages are governed by the minimum building specifications, easement and setback requirements.

**Fences** – opaque fencing of property boundary lines will not be permitted; opaque fencing for pet enclosures may be permitted depending on size and location at the discretion of the building committee. All fence material must be placed a minimum of 6" inside of the property line and may not be placed any closer than 25' of the waterline as measured at full reservoir. A legal survey will be required if there is not one on file. The property owner will be required to make all four lot corners visible for the building committee to insure 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 square feet which may contain in its dimensions a 120 square foot enclosure/storage shed as measured from the outside dimension of the structure. Roof overhangs may not exceed 2'. 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 can be 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 not be placed closer than 25' to the waterline as measured from the overhang and at full reservoir.

*Lots may have one shelter.*

**Storage sheds** – site built or pre-manufactured units; no molded plastic type units will be approved. Storage shed roof overhangs may not exceed 6" and must meet the minimum building requirements but will not be required to have a foundation or footing. Storage sheds may not be placed any closer than 25' of the waterline as measured from the roof overhang and at full reservoir. Sidewalls will not exceed 10' in height. Roof pitch shall be a minimum of 4/12.

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

Unimproved lots may have one storage shed that is no larger than 120 square feet as measured on the outside dimensions of the enclosure.

**Decks** – a structure of any height which is anchored to the ground and/or another structure. Decks can be placed no closer than 25' to 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' below the finished floor.

Unimproved lots may have one deck that is no larger than 288 square feet.

**Patios** – concrete or sand based.

Patios that are made of concrete or any other hard surface material must be kept at least 25' from the waterline as measured at full reservoir.

Sand based patios must be placed a minimum of 6' from the waterline as measured at full reservoir.

Unimproved lots may have one patio that is no larger than 288 square feet.

**Boathouses – permits for new boathouses are no longer available. Existing boathouses may** be repaired. The type of material used at the time may be changed upon approval of the committee. The existing footprint may not be changed, altered, expanded or added on to in any fashion.

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 are not intended to be used as a shelter.

Boat docks, swim platforms and PWC lifts. Encapsulated regulation foam floats will be required for new or replacement on all docks, swim platforms or PWC lifts. Steel, foam or plastic barrels for floatation and pier type docks are not allowed. Boat docks or platforms with their ramps will not exceed the overall length of 38 feet 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 feet (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 – a special building permit will need to be requested and issued. Replacement boat docks can be the same length as the previous boat dock when procured by the same owner; a new owner must abide by the 38' overall requirement or apply for a Special Permit. No two-tiered docks will be allowed. Survey

markers/rebar must be clearly visible when setting docks, platforms, lifts, boat ramps or walkways to insure easement compliance.

**Boat ramps and walkways** – Boat ramps shall be no wider than 12 feet. Concrete, if used, shall not extend more than 8 feet 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 overhangs as well as all of the minimum building guidelines. Screening material must be a non-corrosive material such as aluminum, fiberglass or copper – no metal type screening that will rust can be allowed.

### **BUILDING ON UNIMPROVED LOTS**

No building may be erected on any lot prior to the erections of a dwelling (developed lots) with the exception of hangars on "S" lots, storage sheds, shelters, decks, boat docks, fences, patios or business structures zoned for business or commercial use. All structures must conform and meet the current specifications and requirements at the time of Building Permit submission.

Property owner(s) of unimproved lots may have a total of three structures on their lots, which may include one shed, one shelter and either a deck or patio. If a property has both a shed and a shelter they must be 10' apart.

### **MISCELLANEOUS BUILDING RULES**

Any applications for any permanent structure must include a legal survey with the structure being built showing all dimensions and distances to lot lines clearly defined.

Aluminum carports are not allowed.

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

All structures will have exposed bare metal painted or coated with a surface coating and approved by the Building Committee.

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

Any applications for any permanent structure must include a legal survey if one is not on file. It is the responsibility of the property owner to clearly and accurately define (stake) and maintain during any and all construction projects the property boundaries and new structure perimeter to that the Building Committee can assure compliance to the building regulations. All easement and setback restrictions will be strictly enforced.

Silt fences are required to control erosion/silt around ANY excavated area and must be installed properly. All silt fences, with the exception of shoreline work, must be installed and maintained prior to excavation. After shoreline work has commenced, straw bales will be required at the end of each work day. Upon completion of the shoreline, a contractor grade silt fence, along with a solid run of staked straw bales shall be installed and maintained until such time that a ground cover has been established. A stop work order will be posted at the job site if these requirements are not met. Failure to meet these requirements and prevent erosion/silt from entering the lake, ditches and other runoff areas or allowing it to infringe on other property will result in a ticket and a fine.

### **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 at least six inches wide and six 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 two feet to ten feet apart, depending upon the expected runoff.

3. Attach fence fabric, if you are 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 your trench back in, making sure that at least six inches of fabric underground.
5. Pack down the soil in the trench using a compacting machine or at least an iron hand tamper.

No community area shall 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.

\*Violation of any of the stipulations set forth in the Covenants and Restrictions or the Building Rules and 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.

## **FISHING RULES AND REGULATIONS**

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

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

**USE OF TROT LINE, BANK LINES AND/OR THROW LINES:** By Board action the use of Trot lines, Bank Lines and/or Throw lines are not allowed at Lake Viking.

### **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:** BASS: Release all bass 12 inches to 19 inches. Fisherman can keep one bass per day of 19 inches or longer. CRAPPIE: Keep all crappie caught within the state limit. WALLEYE: Fisherman can keep Walleye at least 21 inches in length; release all catches less than 21 inches. This will help our fishery and provide more sport fishing for the big ones.

## **WATERCRAFT RULES AND 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 Safety Officer will check all registrations to make sure that no unauthorized persons are using your lake; therefore, watercraft registrations or proof of ownership must be shown and 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 renters' 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 within the Lake Viking Member Handbook. Exception: Lake Viking only requires a 75 foot distance be kept from the shoreline while underway.

**WATERCRAFT IDENTIFICATION:** All watercraft (other than air inflated non-motorized flotation devices or human propelled craft) 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, which is prominent and readily visible. Due to vessel restrictions, Personal Watercraft shall have the owner's lot number displayed in the same manner as described above, however towards the front of the vessel along with the current membership sticker.

**APPLICATION OF THE MEMBERSHIP STICKER SIGNIFIES THE MEMBER IS AWARE OF CURRENT WATER RULES AND REGULATIONS.**

**USE OF FLAG:** All members shall abide by the Missouri regulation which states "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 that it is visible in all directions. When the boat and the person both start in motion, the flag is not to be in sight." This regulation is effective from dawn to dusk.

**DIVING AND DIVE FLAG:** Recreational diving (scuba or snorkel) will not be allowed at Lake Viking.

**SAFETY PATROL OPERATION:** All watercraft shall stay a minimum of 75 feet away from any safety patrol watercraft when the emergency lights are activated. Watercraft shall stop when they observe a Safety Patrol watercraft approaching with its emergency equipment activated.

**UNAUTHORIZED WATERCRAFT:** All members, single lot owner, or owners, and multiple lot owner, or owners, 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, will be allowed to have up to three (3) motorized watercraft. This rule does not apply to fishing type boats with electric trolling motors or sailboats with motors for emergency only.

#### Examples

- a) Owner "A" owns one (1) lot and is allowed three (3) motorized watercraft.
- b) Owners "A" & "B" own one (1) lot (co-owners) and are allowed only three (3) motorized watercraft.
- c) Owner "A" owns five (5) lots (multiple lot owners) and is allowed only three (3) motorized watercraft.
- d) Owners "A" & "B" own five (5) lots together (multiple lot co-owners) and are allowed only three (3) motorized watercraft.

No watercraft with a sink, toilet or sanitary system capable of discharging waste into Lake Viking will be permitted. Under no conditions will any watercraft be used as a dwelling. Guest watercraft and renter watercraft are not allowed. All watercraft MUST meet identification requirements PRIOR to lake use.

# ZEBRA MUSSEL INITIATIVE

## ZEBRA MUSSEL VIOLATION

All watercraft, attachments and Equipment removed from Lake Viking and utilized in any other body of water must undergo a hot water power wash at the Lake Viking Hot Wash Station conducted by trained personnel prior to returning to Lake Viking Waters. This will include the following:

1. Boats & Boat Trailers – Jet Ski's/Personal Watercraft & Trailers – Wind or Human powered Watercraft & Trailers – Towable or Flotation Devices – All Absorbent Material i.e. Anchor/Ski Ropes, 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(s): Brand new paddle boats/kayaks/canoes or craft shipped direct to or purchased and transported by the member and still wrapped in original packaging. Lake Viking Marine by virtue of their hot wash procedure certifies their watercraft and accessories/equipment Zebra Mussel Free).
3. Used Boat Docks, Boat Lifts or Jet Ski/PWC Lifts previously utilized in any waters other than Lake Viking are prohibited.
4. 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.
5. Private Boat Ramps will be chained and locked when not in use by the owner.

Failure to adhere to the Zebra Mussel Regulation shall result in a **MANDATORY** appearance with the Infraction Committee.

**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 and operating within fifty (50) feet of shore are required to display approved lights when another vessel approaches within the immediate vicinity.

**MAINTAIN DISTANCE/YIELD:** All motorized watercraft shall maintain a distance of fifty (50) feet from and yield right of way to all other watercraft. Watercraft must yield right of way to and maintain a distance of one hundred (100) feet from other watercraft with attachments and 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) feet of Association buoys. There will be a \$500.00 fine for anyone moving or tampering with an Association Buoy. 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) feet from the shoreline.

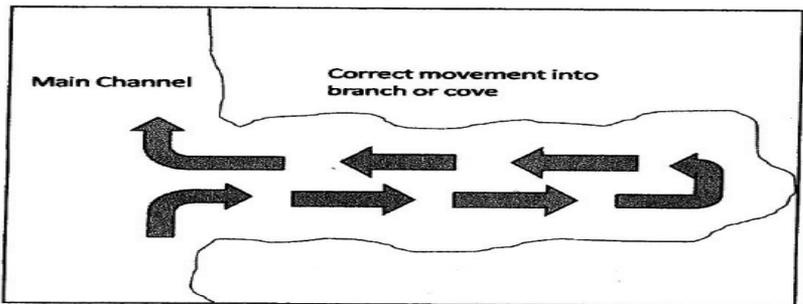
**RESTRICTED AREA:** During specially approved events, watercraft may be restricted from entering specific areas on the lake as designated by the Board of Directors or the Safety Patrol. Entry into these areas after notice is prohibited. All watercraft and attachments underway must keep at least seventy-five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

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.

#### Counterclockwise 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 onboard (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 the main channel usage only. **Personal watercraft must carry an onboard observer.** Viking Valley Association and the Missouri Highway Patrol, Water Patrol Division **does not** recognize manufacturer mirrors on personal watercraft 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 ON CHILDREN:** Any child, eight (8) years of age or younger, shall 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, shall wear an approved life preserver while on a watercraft or at any time such child is within 50 feet of the waters of Lake Viking. This includes private lots, beaches, community areas, and Marina. Such life preserver shall 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 owners 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, which requires the wearing of the 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 the request of the Safety Patrol. An Infraction Ticket with a minimum fine of \$150.00 will automatically be issued on 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.

**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 surf boards 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, shall possess, on the vessel, a boating safety identification card issued by the Missouri State Highway Patrol, Water Patrol Division, along with a valid photo ID. A vessel is every motorboat and motorized watercraft including a Personal Watercraft. The Safety staff at Lake Viking shall check boat and personal watercraft operators for their proper Missouri Boater Safety Certification card. 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 or personal watercraft until they obtain a certificate.

Other states certification may be honored if they are NASBLA (National Association of State Boating Law Administrators) certified.

**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 must be placed 75' or less from shoreline at full pool.

**UNLAWFUL RIDING:** The operator of any watercraft shall not allow any passengers to ride on the bow, gunwale, transom, seat backs, seats on raised decks, or any other place where there may be a chance of falling overboard.

**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.

**PERSONAL WATERCRAFT:** Personal watercraft may not be operated after sunset. Any personal watercraft violations will automatically be issued an Infraction Ticket.

**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 high water 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 WATERCRAFT WILL BE ALLOWED ON THE LAKE 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 AND AREAS:** Community docks and community areas must be available for all users. Boats may not be left parked on a community area overnight. Boats may not be docked at a community dock overnight, unless in immediate use.

**TOY JET SKI:** Battery-operated toy Jet Skis are not allowed on the waters of Lake Viking.

**WATERCRAFT SIZE AND MOTOR SIZE:**

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

**CAMPGROUND RULES AND REGULATIONS**

There are two camping areas; one on the east side of the lake, campground I, and one on the west side of the lake, campground II. These are for the use of property owners. All camping units must belong to a property owner. Campground License Agreement forms must be signed and on file at the Association office. Pedestals for electrical hookup are spaced throughout the areas. Water hydrants, restrooms, showers and dump stations are available.

Property owners will be required to show legal title to all motor vehicles, trailers. The removal of camper shells from vehicles will not be allowed. Slide-in type campers will not be allowed. When a member has met all requirements for using the campground, that member then holds all rights and privileges to that camping space for that season. Once a unit is approved and in the owner's selected space, that space area must be maintained in a presentable condition. Grass and weeds must be kept trimmed and manicured at a reasonable length at all times. This will be monitored weekly by the Lake Manager and/or Campground Manager. The Association will mow and trim at their discretion and bill the member \$50 per mowing. "NO EXCEPTIONS" will be made after

you have been billed. The Campground Committee shall report to the Lake Manager anyone who does not comply with these mowing regulations. The Association has the right to mow the campground space and bill the property owner accordingly.

The campgrounds are open the first day of March and close the last Sunday in October. 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 may use the campgrounds. Seasonal camp spaces are available for reservation each year with additional overnight camp spaces available on a first-come, first-served basis. A member may remove his camper from a seasonal space for any length of time for vacation and/or repair purposes with written notification given to campground manager, office or security.

Responsible 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.

Camping units shall display the property owner's lot number in a visible manner.

**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 campgrounds. There shall be only 1 camping unit per campsite and shall display owner's lot number on the unit in a visible manner. 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 Managers or the Lake Manager. 2) No enclosed structures, with the exception of 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, 55" wide, and 32" deep. There is a limit of 2 storage units per campsite. Units must be of weatherproof, manufactured construction. **RV Ports are approved for camp sites.** 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 2 ½ feet overhang on each end of the camper unit. 4) All 4 sides of RV Port must be left open, no enclosure, 5) Contact with dig rite prior to installation, 6) Must be installed with mobile home anchors, by professional installer, 7) Must contact Campground Manager or the Lake Manager prior to installation, with the intention of 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 the Viking Valley Association. 9) Viking Valley Association WILL NOT be responsible for any damages 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 property owner for any said damages.

**UNAUTHORIZED USE OF SPECIAL PERMIT VEHICLE IN CAMPGROUND:** All terrain and similar vehicles are prohibited from operating in the campground areas except for normal entry and exit. Refer to Traffic Rules and Regulations for operator information.

**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 from Midnight 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, which they use or occupy by cleaning up after use.

**UNATTENDED ELECTRICAL USAGE:** Due to the increased cost for electrical usage, air conditioning units in campers must be turned off when a member will be gone for 24

hours of more, Violators will be issued a ticket.

**UNAUTHORIZED WATER CONNECTION:** All persons shall remove the hose connections and close the proper valves after filling any water tanks.

**CONNECTION TO SEWER:** Any camper connected to the Association's sewer system will be required to have hard piping. No flexible piping will be allowed.

**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:** Boats or trailers other than those camping trailers or units shall not be stored in the campground. They may be parked temporarily when the owner/guest is present, as long as they don't impede traffic or block roadways.

**IMPROPER USE OF CAMP FIRE:** It is prohibited for anyone to cause or allow the location of any fire to be closer than twenty-five (25) feet to any camping unit.

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

**USE OF TENT IN UNAPPROVED AREA:** Tents are restricted to those areas which are specifically designated.

**CLEANING OF FISH:** No cleaning or disposal of raw fish remains in campground trash containers allowed.

**WASHING OF DISHES IN CAMPGROUND RESTROOMS:** No dishwashing in campground restrooms allowed.

**Campground Violation:** The Safety Patrol will cite infractions within the campground and refer them to the Infraction Committee for disposition.

## 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. 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 at the Association office. 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. Cleanup must be completed and everyone out of the building at 12:00 a.m.

## PROPERTY MAINTENANCE AND UPKEEP

**MOWING:** Members are required to have your 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 and Infraction

Violation 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:** No unlicensed vehicles (a motor vehicle approved for highway use); building or out-buildings needing repairs; boats without current membership stickers; unsightly condition of boats, covers and trailers; unsafe and unsightly boat docks; brush; trash; or general rubbish shall not be allowed to accumulate. Violations must be corrected within 30 days of written notice. Failure to do so will result in an Infraction Violation in addition to costs incurred by the Association in correcting the conditions including the removal of deteriorated structures.

**STORED BOATS:** All boats stored on lots must have a current years' sticker or will be subject to a minimum fine of \$50.00. 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 development. Boats must be removed within 30 days of written notice. Failure to do so will result in an Infraction Violation in addition to costs incurred by the Association in removing the boat.

### **SWIMMING POOL RULES AND REGULATIONS**

USE OF THE POOL — Lot owners and their guests must abide by the following pool 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. Property owners must check in their guests in person unless guest has a guest pass.
5. Children under 12 must be accompanied by an adult unless child can present advanced swimming card.
6. No toys, rafts or tubes shall be allowed that are large enough to obstruct the view of the life guards.
7. No person shall take, transport, possess or allow guest to take, transport, or possess inside the swimming pool gates, any alcoholic beverages.
8. No running.
9. Diving at deep end of pool only.
10. No food or glass allowed in pool area.
11. No pets allowed in pool area.
12. Trash and cigarettes must be put in containers provided.
13. No cut-off jeans allowed.
14. No private parties are permitted without signed rental agreement.

### **TRAFFIC RULES AND REGULATIONS**

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

**PROHIBITED VEHICLE PARKING:** It shall be 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. Exceptions to this prohibition would include vehicles that are 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.

**FAILURE TO COMPLY WITH 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.

**OPERATE VEHICLE WITHOUT VALID DRIVER LICENSE:** The operator of any motorized vehicle operated on the lake roads will have a valid license, from their resident state, on their person.

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

**OPERATE SPECIAL PERMIT VEHICLE AFTER HOURS:** Vehicles requiring special permits shall not be operated after 10 p.m.

**OPERATION OF SPECIAL PERMIT VEHICLE:** The operation of special permit vehicles is limited to designated roadways.

**ATV, GOLF CARTS, FOUR WHEELERS AND 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. 2) The above vehicles will display an orange flag or slow moving vehicle sign to 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 under the age of 18 years on an ATV or four wheeler will 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.

**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 the operation of any vehicle or conveyance upon the roads, ways, streets, and thoroughfares of the subdivision shall be 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 shall be operated in a careful and safe and prudent manner 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 street or way 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 DRIVE AT SPEED SAFE FOR CONDITIONS:** Vehicle operators shall reduce speeds and take additional precautions for safety in operating their vehicles when the streets are wet, contain mud or other slick substances, coated with loose gravel or sand, or other such conditions which may increase the hazards of driving.

**FAILURE TO OBEY TRAFFIC CONTROL DEVICE:** The operator of any vehicle, horse, apparatus, or other conveyance upon any street, roadway, or trail in the subdivision shall observe and abide by all regulatory signs, signals, or devices, whether permanent or temporary.

**OBSTRUCTION OF TRAFFIC:** Persons shall not obstruct, impede, or interfere with traffic in any manner. The depositing of items or fluids on or across the roadway, or placing or allowing placement of signs or plant growth, or the removal or alteration of control devices, or other activities that interfere with the movement of traffic is prohibited.

**IMPROPER PARKING:** The parking of motor vehicles on the traveled portion of any street, road, or way within the subdivision is prohibited except for an emergency which does not allow immediate removal.

**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.

**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 for the State of Missouri. The illumination devices shall be aimed to prevent interference with other traffic.

**HORSE OR EQUESTRIAN IN RESTRICTED AREA:** The riding, leading or movement of horses within the subdivision shall be over the trails and community areas, special access areas and easements of said subdivision wherever practical and equestrians and those utilizing horses, ponies, and other similar animals for riding, transportation or movement of property may be restricted to the use of such areas by the Board of Directors.

**EQUESTRIAN FAILING TO EXERCISE HIGHEST DEGREE OF CARE:** Horses and equestrians may use the roads, ways, and streets of said subdivision when it is impractical to use the trails and community areas in the respective areas of said subdivision, but in so using said roads, ways or streets, horses shall be ridden or led on or as close to the right hand shoulder of the roads, streets, or ways and easements as practical and in no instance shall be ridden or led more than two abreast. Extreme caution shall be exercised in the riding or leading of horses in consideration of other vehicular traffic.

**IMPROPER USE OF HORSES FROM DUSK TO DAWN:** No horses shall be ridden or led along any roadway or street of the subdivision from dusk to dawn without appropriate lights and reflectors and warning signs preceding the first and following the last horse being so utilized.

**FAILURE TO DISPLAY PROPER LIGHTING ON NON-MOTORIZED VEHICLE:** No bicycle, monocyte or tricycle shall be operated on the roads, streets, or ways within the subdivision from dusk to dawn without appropriate front and rear lights and front and rear reflectors.

**UNAUTHORIZED CONVEYANCE OR TOY ON ROADWAY:** Skate boards, tricycles, scooters, sleds, or other children's toys are not allowed on the roads, streets, or ways within the subdivision.

**OPERATE IMPROPERLY EQUIPPED NON-MOTORIZED CONVEYANCE:** In the event any bicycle, monocyte, or tricycle is operated upon any road, street, or way, the conveyance when accompanied by its rider shall not extend more than sixty (60)

inches from the ground and shall bear a mast, pole or other rigid or semi-rigid structure extending at least seventy (70) inches from the ground into the air on which a red or orange flag or cloth shall be affixed to the top and serve as a sight warning to motorists and operators of other vehicles.

**IMPROPER OPERATION OF NON-MOTORIZED CONVEYANCE:** All non-motorized conveyances such as bicycles, unicycles, 3-wheeled bicycles, etc., shall be operated as far to the right hand traveled portion of the roadway as practical, or on the shoulder thereof, and at no time shall any such conveyance be operated more than two abreast on any street, road, or way within the subdivision.

### **AIRSTRIIP RULES AND 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 aforementioned statutes, Viking Valley Association assumes NO Liability for damage to persons or property.

### **GENERAL ORDER RULES AND REGULATIONS**

**LOSS OF PRIVILEGES:** Any member that incurs three (3) infractions (ANY violation of the Viking Valley Association Handbook) with imposed fines, in a membership year may lose their lake privileges for the balance of that membership year, 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 owners consent or knowledge. **ENTRY UPON LOTS TO CARRY OUT ASSOCIATION BUSINESS-**Notwithstanding any other rule or regulation of the Association, Members of the various committees which are called for in its By-Laws and the agents of such committees and the officers and agents of the Association's Board of Directors are hereby granted and given the limited right to enter upon any and all of the lots within the Valkyrie Valley Subdivision for purposes necessary to carry out their duties and functions.

**PROPERTY DAMAGE:** Any member or guest caught destroying, damaging or defacing Association or other members' property shall be issued an Infraction Ticket and 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 officers and 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 amplified music occurring on lots or on the water will have a curfew of midnight.

**THEFT:** Any person who appropriates property or service of another with the purpose to deprive the other thereof either without his or her consent or by means of deceit or coercion.

**MINOR IN POSSESSION OF INTOXICANTS:** Persons who have not yet reached their twenty-first birthday are prohibited from possessing or consuming intoxicating or alcoholic beverages within the Lake Viking subdivision.

**UNAUTHORIZED PARKING:** No unauthorized overnight parking on Association-owned property.

**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 will be fined a minimum \$250.00.

**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 houses. The lot owner must sign in with the office prior to the camping vehicles being occupied and notify the office when the camping session has ended. Failure to sign in and out with the Office will result in an Infraction Violation. Safety Patrol will monitor for time limit compliance.

**HUNTING OR SHOOTING WITHIN SUBDIVISION:** No hunting or shooting is allowed on the property of Lake Viking and subdivision therein, except an Association controlled goose harvest or deer hunt.

**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 a dwelling(s). You cannot have both. One "Open House Sign" may be placed on lots with dwellings. This sign may only be displayed during the posted hours of the open house. Sign must be removed immediately at the end of the open house. No open house sign shall be in place on the property for more than 24 hours. The member or REALTOR®/Agent must obtain and sign a written permission authorization form for each lot that a sign will be placed. This form must be signed by the home owner and Association representative and on file at the Association office before the sign is placed on the lot. No signs shall be placed on unimproved lots except for those 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 insure that each party has a copy of the form. No flags, balloons, banners, lights or similar toys selling aids will be allowed in conjunction with the sale of property and only one information tube will be allowed and attached to the Realtors sign.

**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 will not be allowed. The use of "Sky Lanterns" is banned at Lake Viking.

**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, which results in an accumulation of waterfowl feces, or droppings. Migratory Waterfowl shall include those species of birds commonly known as swans, geese, brants, river and sea ducks, and any other waterfowls 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.

**SMOKING IN CLUBHOUSE:** At annual, special and regular board meetings, there will be no smoking in the clubhouse.

**BURNING:** There shall be no burning when the wind is in excess of 15 mph. In the event of a burn ban an automatic ticket will be issued. Anytime you are burning brush, etc. on your property make certain you are burning on your property and not someone else's property.

**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 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 due to 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 Security to insure compliance with the time and date requirements.
- f) A limit of one portable toilet per approved location will be enforced.
- g) Violations will be subject to a minimum fine of \$100 per day per occurrence, subject to prevailing infraction and appeal processes.

### **911 ADDRESSES AND LOT NUMBERS TO BE DISPLAYED:**

- a) **All dwelling owners (houses, mobile homes and dwellings of a similar construction)** will have their 911 addresses and their lot number prominently displayed so that it is clearly visible from the roadway.
- b) Lettering and numbering needs to be at least 3 inches high and sign colors need to be contrasting colors so the sign is easily read.
- c) Owners having multiple adjoining lots may include all lot numbers on the sign at the principle residence.
- d) Lots with structures (shelters, sheds, boat or swimming docks, decks, etc.) will have their lot number(s) prominently displayed so that it clearly visible from the water (on lake front lots) and from the road way.
- e) As of August 1, 2014, all docks must have their lot numbers displayed on the lower right side of the dock, facing the water. All lake front dwellings will have their

lot numbers clearly visible from the water.

f) Failure to comply will result in the issuance of a ticket and appearance before the Infraction Committee.

### **REFUSE 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 through September 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, and Property Owners and/or their guests are not allowed to place trash in Association dumpsters with the following exception:

- A lot owner from time to time may have cause to dump trash in an Association dumpster and may do so, providing they can produce documentation showing that they have current trash service.

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

**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 site can utilize the campground dumpster. Members utilizing dumpsters without the purchase of an Association card will be issued an Infraction Violation.

Bulky items may be disposed of in dumpsters located in the Maintenance yard, and must be sorted to the proper dumpsters, i.e. Metal to Metal bin.

Only yard waste and untreated lumber is allowed in the burn pile area.

The Safety Patrol staff will enforce compliance with the rules.

Violators will be fined a minimum \$100.00.

# **LAKE VIKING AT A GLANCE . . .**

## **LOCATION:**

Daviness County, just off Highway 6, 3 miles west of Gallatin, Missouri. Ten miles east of Interstate 35. Easy access from I-35 and Highways 6, 13 and 69. One hour northeast of Kansas City and one hour east of St. Joseph.

## **OWNERSHIP:**

Lake Viking is owned entirely by private property owners. There is no commercial development company.

## **MEMBERSHIP:**

All property owners are a part of the Viking Valley Association and pay membership dues and assessments based on the number of lots owned. Dues are set by the Covenants and Restrictions. Assessments are approved annually by the membership.

## **MANAGEMENT:**

It is operated and managed by the Viking Valley Association, which is made up of all members in good standing. An elected board of directors establishes policy and directs the operation of the community. The association employs a full time lake manager and staff of clerical, maintenance and safety personnel. Policy is controlled by existing covenants, restrictions and by-laws.

## **ACRES OF LAND:**

The entire community encompasses 2,300 acres of hilly, tree-covered land.

## **ACRES OF WATER:**

The lake itself is 630 acres of clean, clear water, the center of a large natural watershed. It is referred to as an "Ozark-type lake," surrounded by hills and many natural lake fingers or coves. The lake ranges to a depth of over 70 feet.

**SHORE LINE:** There are 19 miles of maintained shore line, most of which is protected by rock to eliminate erosion.

## **PRIVATE PROPERTY LOTS:**

There are approximately 1,200 active lot owners. The market for property is a traditional market where private owners offer their property for sale to prospective buyers, with or without the involvement of real estate brokers.

## **HOMES IN THE COMMUNITY:**

Homes may be built on any private lot in accordance with reasonable covenants, bylaws and building regulations in effect. In 2013, there were approximately 521 homes in the community. Approximately one-third are lived in year-around, the balance are weekend and vacation residences. Homes range from modest bungalows and cabins to impressive, expansive, expensive homes. Attractive neighborhood areas are reserved for mobile homes.

## **COMMUNITY PROPERTY:**

The association owns and maintains considerable property around the lake for use by its members. Just inside our main gate is an attractive, large, rustic clubhouse for big and small functions. It is surrounded by a swimming pool, playground, picnic areas and a large sand beach. Three beach areas include large docks, swim platforms and restrooms. There are over a dozen "community areas" that touch the water and are equipped with picnic tables and grills. Some feature boat docks for member use.

## **CAMPGROUND FACILITIES:**

Many of our members enjoy their lots through the day and spend their nights in their own camping units in our two campgrounds. Parking pads, electricity and water are

available along with shower and restroom facilities.

**HARD-SURFACED ROADS:**

There are 27 miles of hard-surfaced roads maintained by our own road crew. We provide year-around maintenance including prompt snow removal.

**WATER TREATMENT PLANT:**

Public Water Supply District No. 3 of Daviess County operates its own certified water treatment facility with the lake as its water source. This sophisticated system provides ample filtered, good-tasting water for the entire community. Water is available at every lot.

**ELECTRICAL SERVICE:**

Electricity is provided through traditional metered service by Farmers' Electric Cooperative. Electrical service is available at each lot.

**FIRE SERVICE:**

The property is surrounded by a fire hydrant system and fire service is provided by a volunteer fire department with its own equipment. Gallatin and other community fire departments are quick to offer support.

**BOATS AND DOCKS:**

There is a 24 foot length limit on boats. Members are limited to a total of three watercraft. Docks may be built on waterfront property.

**FISHING:**

The State of Missouri Department of Conservation manages the fish population along with the Association. Good fishing abounds with bass, crappie, catfish and walleye. Ten-pound bass, twelve-pound catfish are not uncommon. Walleye were stocked in the year 2000, size limitations apply.

**3,000 FOOT AIRSTRIP:**

Some of our members fly in for their stay at the lake. A 3,000-foot landing strip is maintained for their use. Airport lots are available for hangars and aircraft storage. Land vehicles and pedestrians may not use this area.

**COMMERCIAL OPERATION:**

Lots have been designated for a variety of commercial enterprises to support the lake population. Currently there is a full-time professional real estate brokerage and a full-service marina for sales, service and storage.

**CHURCH:**

The Lake Viking Church is non-denominational and is located at the east entrance to the lake. Everyone is welcome.

**SAFETY PATROL:**

There is Safety personnel patrolling the lake at various times during the day and night.

**CEMETERY:**

Cemetery plots may be purchased at the Association office.



## **ASSOCIATION FEES AND CHARGES**

**DUES AND ASSESSMENTS:** For fiscal year 2017-2018, Membership Dues are \$75.00, and Special Assessments are \$470.00, Special Lake Assessments are \$90.00 and Special Road Assessments \$30.00 for a total of \$665.00 annually 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 fees are not paid by May 2nd, the use of the facilities shall be suspended. A penalty of \$20.00 shall be assessed if payment is received after May 10th. An additional 1% per month interest will be assessed on all unpaid balances over 60 days from the due date. Charges continue even when members are not using the facilities.

**WATER:** All water services are provided by Public Water Supply District No. 3.

**CAMPING FEES:** A 50 amp camp space is \$389.00 per season, 30 amp regular hookup space is \$300.00 per season and a 30 amp full hookup space is \$374.00 per season. Temporary overnight/weekend spaces are available on a limited first come-first served basis at \$15.00 per day.

Full time campers using the campsite for 30 days or more consecutively shall notify the Association office or Safety. The member shall pay \$3.00 per day or \$90.00 per month additional camp fee. The camping fee for tenters is \$15.00 per day, with a maximum two-tent limit, pass must be affixed to the tent in a visible manner, and the second tent must be adjacent to the primary tent, payable in advance. Contact Safety at 660/663-2204 to pay your tenters fee and receive your pass.

**MOWING:** \$50.00 per lot for each mowing.

**BUILDING PERMIT FEE:** See Additional Building Regulations beginning on page 16.

**CLUBHOUSE/SHELTER:** A \$100.00 to \$500.00 deposit will be required to insure cleanup and cover damage to facilities. The deposit will be retained by the Association if the clubhouse or shelter is not left clean and undamaged. The hourly rental rate for the upper level is \$25.00 per hour, \$15.00 for the lower level and \$10.00 per hour for the shelter. All functions must be ended and cleanup completed by 1:00 a.m. Deposit and hourly rate fee are to be paid in advance, based on estimated hours of rental. A pre-heating charge during winter months may be required when needed.

## **ACTIVE MEMBER IN GOOD STANDING**

The term "Active Member," as used herein shall be presumed to 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 have satisfied all monetary obligations imposed upon such member under ARTICLE XIV.

## **ASSOCIATION OFFICE HOURS**

April 1 – Labor Day:

Monday through Friday 8:00 a.m. - 4:00 p.m.

Saturday 8:00 a.m. – Noon

Day after Labor Day - March 31:

Monday through Friday 8:00 a.m. - 4:00 p.m.

