

SHEPHERD'S MEADOW MANUFACTURED HOME COMMUNITY  
RULES AND REGULATIONS FOR HOMEOWNERS

THE RULES AND REGULATIONS, hereinafter set forth, are placed in force and effect to provide each Resident(s), as well as the Shepherd's Meadow Manufactured Home Community, with a set of minimum standards of common responsibility, conduct and respect for each other and for other Resident(s)s and managers of the community. Said Rules and Regulations are an integral part of the Rental Agreement between the parties, but are valid, whether or not a Rental Agreement is executed, and whether or not the Resident(s) signs it.

I. Definitions

A. Community

Community shall mean Shepherd's Meadow MHC, operated and intended for persons 55 years of age or older, pursuant to the Housing for Older Persons Act of 1995.

B. Management

Management shall mean the owners of the community and their agents or representatives authorized to act on behalf of the Community which includes the Community Manager(s) or Assistant Manager(s), if any.

C. Homeowner

Homeowner shall mean a person who has a tenancy of a manufactured home space in the Community under a Rental Agreement.

D. Resident(s) or Tenant

Resident(s) or Tenant shall mean a homeowner who lawfully occupies a manufactured home in the Community. At least one such Resident(s) or Tenant must be not less than 55 years of age, and all others must be at least 35 years of Age. Exceptions can be made under the Housing for Older Persons Act of 1995 to allow at least one Resident(s) or Tenant be not less than 45 years of age, and all others must be at least 35 years of age, so long as the percentage of occupied spaces by households with one Resident(s) over 55 years of age does not drop under 80%.

II. Compliance with the Laws, Rules and Regulations and Rental Agreement

It shall be deemed a violation of the Rules and Regulations of this Community for Resident(s)s to be in violation of any of the requirements of South Dakota Law, with regards to Resident(s)'s conduct, manufactured home, including, but not limited to matters relating to registration, taxes and government fees. It shall be further deemed a violation of the Rules and Regulations of this Community for Resident(s) to be in violation of any of the provisions of the Rental Agreement.

III. Description of the Community

This Community is designated as Housing Intended for Older Persons pursuant to Federal and South Dakota Fair Housing laws and the Housing for Older Persons Act of 1995. No one shall occupy a home in the Community, as a Resident(s), who is not 35 years of age or older. No new leases will be executed in the Community, unless at least one Resident(s) at the space in question is at least 45 years old or older, as long as at least 80% of the occupied homes in the Community have a Resident(s) 55 or older.

A. The monthly rental fee allows those who originally applied for Community approval to live in the home. At no time shall the maximum number of persons living in the home be allowed to exceed two persons per bedroom. Such shall be the agreed upon rule unless local, county or state ordinances become more restrictive.

#### IV. Use of Manufactured Home

Resident(s)'s manufactured home shall be used solely and exclusively as a residence for Resident(s)(s). Any other use, including, but not limited to use of said manufactured home for business or commercial purposes constitutes a violation of these Rules and Regulations. However, Resident(s)'s manufactured home may be used for certain in-home businesses that do not have customers coming into the Community. Resident(s)(s) may only conduct such business if deemed reasonable by Community and approved in writing by Manager, and only if Resident(s)(s) has/have obtained all appropriate state and local licenses for the operation of such a business. Peddling or soliciting in the Community is prohibited.

#### V. Maintenance of Manufactured Home, Manufactured Home Community Space and Landscaping

A. Resident(s) is required to maintain Resident(s)'s manufactured home, manufactured home space and landscaping in a clean, attractive and well-kept fashion. To that end, Resident(s) is permitted to wash and make minor repairs to the exterior of the manufactured home on the premises, however, any major repairs and/or outside painting may not be done without prior written consent from Management. Resident(s) accepts ALL liability in doing such work. Resident(s) must submit plans for such construction, repair, landscaping, exterior painting, or other work to Management. If a permit is required by state or local law, a copy of such permit must be submitted to Management with said plans, and after completion of same, a copy of the government approval notice must be given to Management. Resident(s) is responsible for removal of snow and ice of less than 2" (inches) for the sidewalk adjacent to the Resident(s)'s home.

B. Management will provide exterior lawn watering, lawn mowing, snow removal of the sidewalk and roads (of 2" or more), maintain trees and commons areas in the community.

C. Oil drippings and/or damage to the driveway or sidewalk pavement must be removed or repaired by Resident(s) at Resident(s)'s cost.

D. NO digging on any lot is permitted with in the community.

E. Utility pedestals (meter and utility hook ups, including water, electric and sewer service locations) must be accessible at all times. Resident(s) must cure any impediment to the access to the utility pedestals within a reasonable time period after notice from Management.

F. Storage of any hazardous materials or waste, or materials which are explosive or otherwise dangerous in, at, or about the manufactured home, is forbidden. The use of fireworks within the Community is prohibited.

G. Storage of furniture of any kind, with the exception of patio furniture on patio, outside of the manufactured home or shed is forbidden. Outside clothes lines are prohibited.

H. Resident(s) is responsible for all costs and maintenance related to connection of Resident(s)'s home to Community's, or utility companies, utility systems. All wiring and plumbing must comply with the applicable provisions of the federal code, state and local law, Uniform Building Code, and ordinances of the local enforcement agencies.

I. Requirements regarding awnings, sheds, and initial landscaping are set forth in the Rental Agreement and these Rules between the parties. Maintenance of the same in a clean, well-painted and totally repaired state is required. In the event of the repair or replacement of currently existing awnings, sheds and landscaping, Resident(s) shall obtain the prior written approval of management, of all repair/replacement materials prior to installation. The specific requirements are set forth below:

1. **Manufactured Home.** Homeowner agrees to maintain homeowner's manufactured home in conformity with the minimum standards outlined in this agreement. Hitches must be removed from homes. Home must be maintained in good repair at all times. Resident(s) is responsible for all costs related to installation and set-up of Resident(s)'s home, including damage to community or other Resident(s)'s property. All manufactured homes on a lot may be resold in accordance with the terms of the Rental Agreement, these Rules and Regulations of the Community, and the Act.

2. **Siding / Skirting.** Siding will be of a hard board material such as LP Smart Siding or like kind product. (NO VINYL OR PLASTIC SIDING). Skirting must be installed around the entire manufactured home with a management approved manufactured home skirting. (Stone Skirt or Cement Board skirting only).

3. **Awnings.** Awnings will only be permitted on a home with prior written consent of management. If awnings are approved, they will be attached to the home and no supports will rest on the ground.

4. **Garages / Sheds.** Sizes of garages/sheds must be approved by management, prior to being built or placed on any lot. Siding materials must be of the same color and material as the home.

5. **Landscaping.** Landscaping will be allowed on decks/patios and a MAXIMUM 24" (2FT) outside the homes foundation ribbon. All landscaping must be in neat and maintained order at all times. Any Resident(s) with unsightly or unmaintained landscaping will be subject to a fine.

6. **Fences.** Fences such as wood privacy, chain link of any kind, split rail, vinyl or dog runs are not allowed within any Resident(s)'s lot. UNDERGROUND DOG FENCES WILL BE PERMITTED UPON APPROVAL OF MANAGEMENT.

7. **Decks/Patios.** All decks/patios must be a minimum of 3'x3' and a maximum of 10'x12'. Approved materials are concrete, redwood, treated wood or a maintenance free decking material. Any other product must be management approved.

8. **Applicable Codes.** All accessories, set up, wiring, plumbing, etc. on Resident(s)'s home, shall comply with the appropriate provisions of the Uniform

Building Code, HUD regulations and all applicable ordinances and provisions of the local enforcement agency.

J. Management may change, and Resident(s) agrees to pay a reasonable fee for service relating to the maintenance of the land and premises on which the manufactured home is situated. If Resident(s) fails to maintain such land or premises in accordance with the Rules and Regulations of the Community, any such charges shall constitute additional Rent.

K. Resident(s) is required to give Management/ Fire or Police Departments notice of the release of any Hazardous substance within 30 minutes after discovery of the release. "Hazardous substance" includes, but is not limited to, any substance which is, or in sufficient quantities or concentrations may be, harmful to human health or the environment, due to the substance's flammability, toxicity, reactivity, corrosiveness, or explosiveness.

## VI. Maintenance of Common Facilities

A. Dumping of trash, other than in Resident(s)'s home trash bin, is prohibited in the Community. The Community does not provide bulk trash service of any kind, or dumpsters for large items. Community Management also does not haul trash for Resident(s) at any time. Any and all illegal dumping will result in fines assessed to the violating Resident(s).

### B. Community Room

1. Community Room Hours. Reservations required on 1<sup>st</sup> come, 1<sup>st</sup> serve basis.

2, Use of the Community Room is limited solely to Resident(s)(s) and their guests. Resident(s)(s) must accompany guests at all times during use of the Community Room.

3. A Community **Room usage agreement** is available in the office and must be completed and turned in to the office no later than 15 days in advance of any intended usage date. For private parties, manager approval must be attained, and a \$250 cleaning deposit is to be held until party is over and cleanliness of Community Room is confirmed. In every instance, the Resident(s)(s) hosting the activity agrees to be responsible for the facilities. All approved reservations will be on a first come, first serve basis. The Resident(s)(s) must be present at all times during the period of time reserved, as long as people are still in attendance. Said Resident(s)(s) further agrees to be responsible for his/her guest's conduct and for any damage to Community property or to others arising from the use of the Community Room. Said Resident(s)(s) will indemnify, defend and hold harmless to community from any such damage or injury resulting from the use of the Community Room.

4. No alterations of any kind are to be made to the Community Room or Common Areas without written permission of Management. The cost of any damage, replacement, or repair, caused by carelessness or negligent use of the premises or property of the Community Room by any Resident(s)(s) or his/her guest, shall be paid for by the Resident(s)(s) who hosted the event.

5. There is **NO SMOKING** permitted in any community owned building or commons area gathering places.

6. Failure to comply with any of the above rules relating to usage of the Community Room may lead to the future denial of the privilege of Resident(s)(s) to reserve those facilities, in addition to any other rights that Resident(s)(s) may have.

7. Community and group activities are strongly encouraged at Shepherd's Meadow. Management encourages this community to be a place where no neighbor is a stranger; where people help each other and can feel safe inside their community!

#### C. Vehicle and Road Control.

1. A Resident(s)(s) may park vehicles in driveway at their residence. All vehicles must fit entirely on the allotted parking pad. No vehicles are to be parked on the Resident(s)(s) yard or sidewalk. Resident(s)(s) are not to use the guest parking spaces for overnight parking of their vehicles. All vehicles parked within the Community must have a current license plate, vehicle registration, current public liability and property damage insurance and must be in operating condition or the vehicle **WILL BE TOWED** at the owner's expense.

2. Guest vehicles may be parked on the Resident(s)(s) allotted parking space, if space is available, according to sub-paragraph (1) above, or in the guest parking areas. Guest may not park on Resident(s)(s) yard, sidewalks or in other Resident(s)(s) allotted spaces. Guest may park on street for no longer than 2 hours, as long as they are not blocking any other Resident(s)(s) allotted parking space. Guests may park vehicles overnight in the designated guest parking areas 5 nights without permission of management, however, permission is required for more than 5 nights.

3. Resident(s)(s) are prohibited from making any major repairs to their vehicles inside the Community. A major repair, would be any repair, that would render the vehicle inoperable, or a visual nuisance to the Community. If any such repair is attempted, the vehicle **WILL BE TOWED** at the owner's expense.

4. The speed limit for all streets in the Community is fifteen (15) miles per hour. All Resident(s)(s) and their guest are urged to drive cautiously and to observe all traffic regulations. Eviction proceedings may be commenced for endangering the well-being of others if a Resident(s)(s) or their guest fails to observe traffic regulations.

5. It is a violation of the Rules and Regulations to not abide by the Rapid City Noise Ordinance 10.24.020. Any violation of the ordinance will result in a fine or eviction of the Resident(s)(s) from the Community.

6. No recreational vehicles, travel trailers, campers, boats, etc. may be parked on Resident(s)'s space, guest parking, or on the street. Sleeping in RV's while in the Community is not allowed. Community will allow Resident(s) to park an RV on his/her carport or in the street in front of his/her space for up to six hours while actively loading or unloading. No maintenance is to be done on RV. No trucks with a vehicle rating in excess of one (1) ton may be parked in the community. Any such vehicles parked in the Community **WILL BE TOWED** at the owner's expense.

#### D. Miscellaneous.

1. There shall be no skateboarding, loud activities, loitering, soliciting, or other activities, which may damage the Community property or disturb other Resident(s)(s).

## VII. Noise and other Disturbance of Resident(s)s

- A. Radios, televisions, stereos, loud language or parties etc., that disturb other Resident(s)s is prohibited.

## VIII. Antennas and Satellite Dishes

- A. TV Antennas / Satellite dishes must be kept off Community grounds and attached to the Resident(s)s manufactured home. Placement must be on furthest point possible away from the street.

## IX. Construction, Repair and Maintenance

All construction, repair and maintenance, in, on, or about the manufactured home and/or manufactured home space, shall be undertaken only after receiving express written consent from Management. Regardless of such consent, Resident(s)s shall be responsible for obtaining permits for said construction and for any damage or any injury to persons or property related to said construction. Such construction, repair and maintenance shall be conducted so that it does not unreasonably disturb other Resident(s)s of the Community.

## X. Animals

- A. Pets (**2 MAXIMUM, DOMESTIC DOGS/CATS ONLY**) are allowed in any one manufactured home space. ALL pets must be approved by Management and only pets with current vets contact information, vaccinations records, in accordance with local and state ordinances and clearly marked identification tags, will be permitted. All pets must be indoor pets only and must be registered by, approved by, and a picture taken by Management prior to bringing them into the Community. Pets are not to be left unattended, tethered or allowed to run free at any time with in the Community. All pets must be of a calm nature and harmless to other Resident(s)s of the Community.

**Service Animals.** Resident(s)s will be allowed a “service animal” as defined in SDCL 43-32-33, if the Resident(s) provides Management with reliable supporting documentation of a disability requiring a service animal or assistance animal, if such disability is not readily apparent. The supporting documentation shall confirm Resident(s)’s disability and the need for the requested accommodation from a licensed health care provider as described in SDCL 43-32-35.

If a Resident(s) is found to have knowingly made a false claim of having a disability that requires use of a service or assistance animal, or if Resident(s) knowingly provides fraudulent supporting documentation, Resident(s) may be evicted from

Community and/or be required to pay a damage fee up to \$1,000, pursuant to SDCL 43-32-36.

- B. All animal bodily waste and litter must be cleaned up by the Resident(s)(s) (pet’s owner) and disposed of daily from his/her space as well as any other Resident(s)(s) yard or common areas. Pets will not be allowed to cause any disturbance or annoyance to neighbors, including, but not limited to, barking, growling or biting. Any violation will result in a fine to the Resident(s) and/or possible eviction.

XI. Resale of Manufactured Home

A. **RIGHT OF FIRST REFUSAL.** If, during the term of this Agreement or any extension thereof, Resident(s) receives an offer to purchase the Resident(s)’s home, or it is the Resident(s)’s intent to enter into an agreement for the sale of the Resident(s)’s home to someone who wishes to remove the home from the Community, Resident(s) shall first give the Management written notice setting forth the name and all contact information of the prospective purchaser, the purchase price and all the terms and conditions of the proposed sale. After delivery of such notice, the Management shall have the right to purchase Resident(s)’s home upon the same terms and conditions. The Right of First Refusal shall be exercised by Management by delivering reasonable notice to the Resident(s) of its intent to purchase Resident(s)’s home under the same terms and conditions within five (5) business days after receipt of the notice from Resident(s). Should Management elect not to purchase Resident(s)’s home on such terms and conditions within said five (5) business days, the Right of First Refusal shall be deemed expired, and the Resident(s) may proceed to sell the home to the third party upon the same terms and conditions set forth in the notice to Management.

Initial(s): \_\_\_\_\_

B. Management requires the prior written approval of a prospective homeowner (purchaser) prior to sale of the home. Selling Resident(s) shall give thirty (30) days written notice to management of said Resident(s)’s intent to transfer the manufactured home and to vacate the same. Selling Resident(s), shall give notice of the sale to Management prior to the close of the sale. All sale or transfer agreements shall contain either a statement signed by Community Management and the prospective homeowner (purchaser) stating that by said signature the parties have agreed to the terms of a Rental Agreement with the community, or a copy of the fully executed Rental Agreement signed by the prospective homeowner (purchaser) and Community Management. In the event prospective homeowner (purchaser) fails to execute the Rental Agreement, purchaser shall have no rights of tenancy. All selling Community members, must have the potential NEW homeowner (purchaser) complete all necessary documents for approval into the community.

C. Resident(s) may advertise the sale or exchange of Resident(s)’s manufactured home. Resident(s) or Resident(s)’s Agent may display a single sign on the home or in a window of the manufactured home not to exceed a standard real estate “for sale” sign.

D. In order to upgrade the quality of the Community, Management may require the removal of a manufactured home in the event of a sale to a third party, if (a) the manufactured home is less than fourteen (14) feet wide, or (b) it is in a run-down condition or in disrepair as determined by the general condition of the manufactured home and its acceptability of the health and safety of the occupants and to the public, exclusive of its age, (c) it is not compatible, in the sole judgment of Management, with the other homes in the Community, or (d) it does not, or cannot, conform to the current requirements of the Community, or with the community's Statements of Policy and the Rules and Regulations.

E. In addition, prior to sale or transfer of the manufactured home, Resident(s) shall repair or replace the following items as necessary and as required by Management:

1. Skirting as necessary to cover any area not covered by siding;
2. Windows / screens left in good condition.
3. Awnings to be left in good condition.
4. Paint / siding to be left in good condition.
5. Landscaping to be left in good condition.
6. Oil spills/stains on the driveway, street or space removed.
7. Any and all damage to any accessory structures on the manufactured home be completed prior to final sale or transfer.

## XII. Removal of the Manufactured Home from the Community.

A. Resident(s) shall not remove the manufactured home from the Community until a written Clearance for Removal is received from Management. At least ten (10) business days prior to moving any manufactured home from the Community, Resident(s) shall do the following:

1. Resident(s) shall pay all unpaid or unfulfilled rent, rent incentives, rent abatements, and other charges due to the Community.
2. Resident(s) and/or any third-party moving the home (i.e., mover, toter, tear-down crew, etc.) shall provide Management with the following items in writing:
  - a. A certificate of commercial liability insurance from the insurer covering all persons and entities moving the manufactured home with a limit of liability of at least \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate; and
  - b. A certificate of Worker's Compensation insurance from the insurer covering any person or entity moving the manufactured home other than the Resident(s).
3. Resident(s) shall pay a damage deposit of \$1,500.00 to the Management by cashier's check. Management shall refund the full damage deposit to the Resident(s) after the home is moved from the Community if the space on which the home was located is left clean, there was no damage to the Community in the move and Resident(s) complies with obligations to return the homesite to the condition as set forth below in subparagraph B of this section. Management may



withhold any portion of the deposit necessary to pay for any damage to the Community caused by the Resident(s)'s move.

4. Resident(s) shall provide Management with written proof of ownership of the manufactured home to be moved. If not owned outright, contact information for the lienholder must be presented to Management.

Resident(s) shall not be allowed to move or have any third-party enter the Community for the purpose of moving any manufactured home until the Resident(s) has complied with the foregoing rules. Any mover, toter, tear down crew, etc. entering the Community to move a manufactured home, where Resident(s) has not complied with these rules, shall be trespassing in the Community. Hours for moving or tearing down are Monday - Saturday from 8am-5pm, NO SUNDAY removals. Any mover, toter, tear down crew, etc., may be trespassed from the community when found working outside those hours.

B. If Resident(s) obtains a Clearance for Removal, then Resident(s) shall do the following:

1. All disconnected utilities must be capped or closed in accordance with Community requirements or local ordinance, including capping of any gas line, sewer lines, electrical connections and water connections.
2. Remove all underground utility lines from home to point of connection.
3. Remove all ground anchors.
4. Remove all building and improvements unless exempted in writing by Management.
5. Remove all concrete and/or asphalt unless exempted in writing by Management.
6. Grade the space lot to specifications for sitting a new manufactured home.

## XII. Guests

Guests are welcome at Shepherd's Meadow. Guests are required to follow Community's Rules and Regulations. Resident(s)s having guests are responsible for their conduct and any and all damage that guests may have caused to be done to Community property.

Guests may not stay in the Community for more than 30 (thirty) days in any twelve-month period. If any guest stays longer, they must first have management approval and Resident(s) will be charged an additional occupant fee for the remainder of the guest's stay.

## XIII. Resident(s) Meetings

Resident(s)s of the Community are allowed the reasonable use of the Community Room facilities for meetings relating to manufactured home living, or for social or educational purposes, during all reasonable hours and when the facilities are not otherwise in use.

The previously stated Rules, with regard to responsibility and clean up requirements and the requirement that guest(s) be accompanied by a Resident(s) as set forth above and in the Community Room Usage Agreement, are hereby incorporated herein by this reference.

## XIV. Breach of Rules and Regulations and/or Rental Agreement: Termination of Tenancy

A breach of Rules and/or Regulations set forth herein, as well as any breach of the Rental Agreement between the parties, shall be grounds for termination of tenancy. Tenancy in the community may be terminated upon such notice and in such manner as is required under South Dakota law.

XV. Miscellaneous Rules and Regulations

A. Any complaint a Resident(s) has, either against another Resident(s) or against the Community, shall be set forth in writing and delivered to the Community Manager, or sent to the Community's Management Company.

B. Resident(s) indemnifies and holds harmless Management from any claims, loss, damage, injury, or breach of contract of any kind or nature resulting from the actions, or failure to act, by Resident(s) or Resident(s)'s Agents, employees, family members or guests, including reasonable attorney's fees necessary to defend any action brought by any party or entity against Management, as a result of the actions for failure to act on the part of the Resident(s).

C. The waiver by Management of, or failure of Management to take action in any respect, because of any breach of a term, covenant or condition contained herein, or in the Rental Agreement, shall not in any way sanction any subsequent breach or violations. The subsequent acceptance of rent by Management shall not be a waiver of any proceeding, based on breach of the Rules and Regulations or Rental Agreement by Resident(s).

D. In any legal action arising out of these Rules and Regulations, the prevailing party shall be entitled to payment of reasonable attorney's fees and court costs by the non-prevailing party.

E. Each provision of the Rules and Regulations is separate, distinct and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all other provisions shall not be affected.

F. Time is of the essence in these Rules and Regulations.

G. The Rules and Regulations of the Community, taken together with the Statements of Policy, Rental Agreement and Addenda (if applicable), constitute the entire Agreement between the parties regarding the rental of space in the Community.

H. Notice required to be given to either party to this Agreement shall be given in accordance with South Dakota law, or as is otherwise specified in this Agreement.

I. The requirements of the Rental Agreement and the Statements of Policy are understood and agreed to be an integral part of these Rules and Regulations and are incorporated herein by this reference.

XVI. Amendment of Rules and Regulations

Management may amend these Rules and Regulations, upon such notice and in such a manner, as is required by South Dakota law at the time of such amendment.

XVII. Crime and Drug Free Housing

In consideration of the execution or renewal of a Rental Agreement of the space identified in the Rental Agreement, the parties agree as follows:

A. Resident(s)(s), any member of Resident(s)'s household, or a guest of Resident(s)(s) or other person under Resident(s)'s control shall not engage in criminal activity, including drug-related criminal activity on or near the premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in 21 U.S.C. 841(a), 42 U.S.C. 1437f(f)(5), and 25 U.S.C. 4103(3)).

B. Resident(s)(s), any members of Resident(s)'s household, a Resident(s)'s guest or other person under Resident(s)'s control, shall not engage in any act intended to facilitate criminal activity on, or near the said premises.

C. Resident(s)(s), any member of Resident(s)'s household will not permit the leased space to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

C. Resident(s)(s), any member of Resident(s)'s household, or a guest of Resident(s)(s) or other person under Resident(s)'s control, shall not engage in the unlawful manufacturing, selling, using, storing, possessing, keeping, or giving of a controlled substance as defined in SDCL 22-42 and SDCL 22-42A, at any location, whether on or near the premises or otherwise.

D. Resident(s)(s), any member of Resident(s)'s household, a guest of Resident(s)(s) or any other person under Resident(s)'s control shall not engage in any illegal activity, including but not limited to: prostitution as defined in SDCL 22-23; human trafficking as defined in SDCL 22-49; abuse, neglect, or exploitation of elders or adults with disabilities as defined in SDCL 22-46; criminal street gang activity as defined in SDCL 22-10A-1(1); threatening, intimidating, or assault as defined in SDCL 22-18-1 and 22-18-1.1; reckless discharge of a firearm as defined in SDCL 22-14-7.

F. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this section shall be deemed a serious violation and a material and irreparable non-compliance with these Rules and Regulations and Rental Agreement. It is understood that a single violation shall be good cause for immediate termination of the Rental Agreement under SDCL 43-32-18. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.

G. In case of a conflict between the provisions of this section and any other provisions in the Rental Agreement, the provisions of this section shall govern.

H. Resident(s)(s) hereby authorize Management to use all law enforcement-generated reports as direct evidence in all eviction hearings and trials for violation of these provisions.

RESIDENT(S)(S) ACKNOWLEDGES HAVING READ THE ABOVE RULES AND REGULATIONS, AS WELL AS THE STATEMENTS OF POLICY AND RENTAL AGREEMENT

RESIDENT(S)(S) ACKNOWLEDGES HAVING INSPECTED THE LEASED MANUFACTURED HOME SPACE, THE COMMUNITY, THE COMMUNITY'S FACILITIES AND FIND THEM

TO BE ACCEPTABLE AND IN GOOD ORDER AND REPAIR. RESIDENT(S)(S) FURTHER HAVE INSPECTED THE SURROUNDING AREA AND FIND IT ACCEPTABLE.

RESIDENT(S)(S) HEREBY ACKNOWLEDGES RECEIPT OF THESE RULES AND REGULATIONS, THE RENTAL AGREEMENT, THE COMMUNITY’S STATEMENTS OF POLICY, AS WELL AS THE SOUTH DAKOTA MANAGEMENT/TENANT LAWS. THESE RULES AND REGULATIONS SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST.

RESIDENT(S)(S) ACKNOWLEDGES THAT NO REPRESENTATIONS, PROMISES OR OTHER WARRANTIES HAVE BEEN MADE BY MANAGEMENT OR ANYONE ELSE THAT ARE NOT CONTAINED HEREIN.

Violations and fines in any 12-month period of time are as follows:

- 1. Notice warning. Resident(s) will have 48 hours to repair violation.
- 2. Fine and notice. Resident(s) will be assessed a \$50 fine and will have 48 hours to repair violation.
- 3. Fine and notice. Resident(s) will be assessed a \$100 fine and will have 48 hours to repair violation.
- 4. Final notice prior to eviction. Legal fees will be assessed to Resident(s) and if not repaired within 48 hours, eviction proceedings will take place.

Initials: \_\_\_\_\_

XVIII. Emergency Number

In case of emergency, Fire, Police or Medical emergency, **CALL 9-1-1**  
 NON-emergency POLICE, call (605) 394-4131.  
**NON-emergency FIRE, call (605) 394-4180**  
 Office number (605) 415-9901

Dated: \_\_\_\_\_

Resident(s)(s):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
Owner / Manager Signature