

River Bluff Estates, L.L.C.

PO Box 610 • Fort Pierre, SD 57501 • Jerry Phone: 605-280-2320 • Susan Phone: 605-280-6791

Rules and Regulations

Welcome to River Bluff Estates. We appreciate having you as a Resident and thank you in advance for helping make River Bluff Estates a great place to live. These Rules and Regulations will help improve your property value and help to make this community a clean, safe, family friendly neighborhood. We ask your full cooperation in complying with and helping River Bluff Estates, L.L.C. enforce these Rules and Regulations for the benefit of all Residents. Your compliance with these Rules and Regulations allow River Bluff Estates, L.L.C. to operate within Fort Pierre's requirements.

1. **Definitions:**

- **Resident:** For purposes of these Rules and Regulations, a Resident is the individual or individuals who rent a Lot from River Bluff Estates for purposes of locating and living within their Home. Compliance with these Rules and Regulations is mandatory for each Resident.
- **Home:** Is a manufactured home built to the HUD Building Code that is placed on a lot within River Bluff Estates, L.L.C. All Homes must be approved by River Bluff Estates, L.L.C. before the Home can be moved into River Bluff Estates, L.L.C.
- **Lot:** The land where a Resident's Home is located within River Bluff Estates, L.L.C.
- **Occupants:** Occupants are people who live in the Resident's Home.
- **Notifications:** Notifications to River Bluff Estates, L.L.C. should be made in writing to:
River Bluff Estates, L.L.C.
PO Box 610
Fort Pierre, SD 57532.

2. **Rent**

Rent is due on the first of every month. If rent is paid after 5 PM (CT) on the 10TH of the month, a late fee of \$25.00 will be charged. Thereafter, the penalty will be \$1 per day for each month rent is late until rent is paid in full. Payment will be applied to the late charges first, other charges second and the remainder, to the unpaid rent. If rent is not paid in full, late fees will continue to build each day until all late fees, other charges and rent are paid in full. If rent is paid later than 5 PM (CT) on the 10TH of the month, agreements must be made with River Bluff Estates, L.L.C. All rents, late fees and other charges due must be paid in full before moving a Home out of River Bluff Estates, L.L.C.

River Bluff Estates, L.L.C. will charge a fifty dollar (\$50) fee for any check from a Resident that is returned by a bank for non-payment. Resident may choose to electronically pay rent, mail rent to PO Box 610, Ft. Pierre, SD 57532 or deposit your payment in the drop box located at 102 Telegraph Trail.

3. **Eviction Procedures.**

If River Bluff Estates, L.L.C. chooses to not renew your Lease Agreement or terminate your Lease Agreement for cause because you have failed to make one or more timely Rental Payments or breached another material term of your Lease (including these Rules), River Bluff Estates, L.L.C. has established the procedures and timelines set forth below with respect to the termination and, if necessary, eviction process.

- Notice of Default.** If you are in violation of a material term of your Lease, which violation may be cured, or if your rental payment is not received on or before the 10th day after such sum is due, you will receive a Notice of Default of the terms of your Lease and River Bluff Estates, L.L.C. may commence eviction proceedings against you as provided by law.
- Three Day Notice to Quit.** If you are in violation of a material term of your Lease that River Bluff Estates, L.L.C. determines cannot be cured, or if you receive a Notice of Default described above and you do not timely cure the stated violation, River Bluff Estates, L.L.C. shall commence eviction proceedings against you. River Bluff Estates, L.L.C. will serve you with a Three Day Notice to Quit. River Bluff Estates, L.L.C. will charge the Resident thirty dollars (\$30) and the cost of service for each Notice to Quit.

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C. **Judicial Eviction.** If you do not vacate the Lot or, if your default was with respect to the payment of any Rental Payment or if you do not pay ALL amounts due within the 3-day period, River Bluff Estates, L.L.C. will commence a legal action against you to recover possession of the rental Property and to seek a judgment against you for damages for each day the Property is unlawfully detained by you, as well as other recoverable costs and fees, including attorney fees and court costs. Any judgment against you could also result in a notation of such eviction on your credit record.

4. Deposit

Before a Lot is reserved, all Residents moving into River Bluff Estates, L.L.C. will deposit an amount equal to their first month's rent with River Bluff Estates, L.L.C. The deposit will be refunded within two weeks after when we receive a forwarding address and when the Resident has vacated the Lot, and if applicable when the Resident's Home is sold or moved. Your deposit will be retained from any Resident if there are repair bills, back rent, or penalties charged against the Resident or if the Resident occupies a Lot for a period of 6 months or less. To vacate the premises, a written 30 day notice is required by the first of the month prior to the Resident moving out. Failure to comply will result in the Resident having to pay rent until the end of the month.

5. Registration

River Bluff Estates requires any person who desires to become a Resident or Occupant of River Bluff Estates to complete an application and pay a sixty dollar (\$60) application fee for each adult Resident or Occupant. The application fee pays for the applicant's credit and criminal background check. Each Resident must disclose all Occupants of each Home. Residents as of May of 2013 are grandfathered in and are not subject to the application, credit and criminal background check.

6. Guests

Guests are welcome. Residents are responsible for informing and ensuring their Guests abide by these Rules and Regulations. If any adult person comes to live with a Resident, the Resident shall have the adult person comply with above described registration requirements. Overnight Guests who stay over for two weeks or more in a given calendar year have to register and pay the sixty dollar (\$60) application fee.

7. Resident and Public Safety

Resident safety and public safety are very important to River Bluff Estates, L.L.C.

- A. **911 Street Numbers.** Each Resident is responsible to post and maintain visible street numbers on their Home.
- C. **Fire safety – Steps, Decks, Stairs, Handrails, Landings and Guardrails.** Each Home must have two exits with a landing, stairs, handrails and guardrails that comply with the City of Fort Pierre's building codes. We also recommend each Resident keep a fire extinguisher in the Resident's Home.
- D. **Police.** Report to police and to River Bluff Estates, L.L.C. all suspicious actions you may experience
- E. **Before you Dig.** River Bluff Estates, L.L.C. and South Dakota's One Call shall be consulted before doing any digging. There are many utilities under the ground that must be protected. Failure to take this step can cause serious harm to neighbors and be very costly to anyone who causes an interruption in utility service. The telephone number for SD One Call is "811".
- F. **Easements.** Easements are hereby reserved by River Bluff Estates, L.L.C. for water, sewer, electricity, gas, telephone, storm sewers, drainage, television, street lights, signage, and mail boxes. No structure, planting or anything else shall be placed on your rented Lot without advance written permission by River Bluff Estates, L.L.C.

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8. Conduct and Public Laws.

Each Resident is responsible for their conduct and that of any other Occupants or their Guests.

- **Noise.** The playing of radios, stereos, musical instruments, or other noise-making equipment, the sound of which carries past the limits of your Home or vehicle, is prohibited.
- **Behavior.** Annoying, harassing, and threatening behavior, and any other behavior that results in the interference of another Resident's peaceful enjoyment of their residency at River Bluff Estates, is strictly prohibited. Any violation of this policy is grounds for immediate lease termination and/or an individual's right or privilege to remain on River Bluff Estates property.
- **Dependents.** River Bluff Estates, L.L.C. has large lots so dependents can play in your yard. Dependents may ride their bicycles on the streets provided they stay to the right side of the road, observe all signs and ride safely. Play equipment is allowed on individual lots. Residents are fully responsible for the supervision, safety, and well-being of their dependents.
- **Inspections.** River Bluff Estates may enter any lot for the purpose of inspecting the same and completing any maintenance or repair deemed necessary to protect any home, lot or infrastructure.
- **Laws.** Residents shall comply with all federal, state, and local laws, ordinances, and regulations.
- **Registered Sex Offenders.** Registered sex offenders will not be allowed as a Resident, Guest or Occupant at River Bluff Estates, L.L.C. If a Resident is convicted of a crime that requires the Resident to become a Registered Sex Offender, such act will be grounds for eviction.
- **Speed Limit.** It is unlawful for any vehicle to travel at a rate in excess of 10 miles an hour, within River Bluff Estates, L.L.C. A slower rate of speed is required if conditions warrant.
- **Trespass.** Trespassing through other Home sites is prohibited.
- **Business Use of Property.** Business ventures, including self-employment where the public is invited, are prohibited. The exception is a day care business and the office for River Bluff Estates, L.L.C., which are allowed and acceptable.

9. Recreational Facilities

River Bluff Estates, L.L.C. provides a basketball court that is available for use by Residents at no additional charge. Guests of Residents are welcome if accompanied by a Resident. Use of the recreational facilities by Residents or their Guests will be at the Risk of the Resident.

10. Maintenance of Homes, Garage and Storage Shed.

Residents are responsible for keeping their Home, accessory structures, attachments, or additions in good repair, attractively maintained, and in compliance with River Bluff Estates, L.L.C. and all applicable laws, ordinances, and regulations of the City of Fort Pierre and the State of South Dakota.

- Neglect.** In the event River Bluff Estates, L.L.C. finds that maintenance of a Resident's Home has been neglected, the Resident will be notified in writing and given a reasonable amount of time to complete the necessary repairs.
- Skirting.** All skirting must be permanently affixed to your Home and in good repair, at all times. Skirting material must be approved by River Bluff Estates, L.L.C. The skirting materials must be either concrete, colored metal, or other materials approved by River Bluff Estates, L.L.C. This requirement applies on all new installations or to any Resident who is replacing a substantial amount of skirting. Vinyl or galvanized metal are not allowed for skirting. River Bluff Estates, L.L.C. is not responsible for vinyl skirting that is damaged.
- Sewer.** Unplugging of sewer stoppage is the burden of the Resident. The Resident is responsible for paying the base sewer charge to the City of Fort Pierre. Sewer charges by the City of Fort Pierre above this base charge are paid by River Bluff Estates, L.L.C.
- Electric.** Resident is responsible for electric lines from the Home to and including the breaker at the electric pedestal.

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- E. Air Conditioners.** Window air conditioners are NOT permitted. Only pad mounted air conditioners will be allowed. These units will be mounted on a pad at the Resident's expense. Window air conditioners on storage sheds in place as of January 1, 2011, are grandfathered.
- F. Water.** River Bluff Estates, L.L.C.'s water is high quality treated Missouri River water. The Resident is responsible for paying the base water charge to the City of Fort Pierre. Water charges by the City of Fort Pierre above this base charge are paid by River Bluff Estates, L.L.C.
- G. Winterization.** The Resident is responsible to winterize or insulate the water pipes and the main water connection. This should be completed by September 30 of each calendar year. Any cost due to frozen or damaged water lines will be repaired at the Resident's expense. Plastic on the outside of windows, doors, or skirting is not allowed.
- H. Water Disconnect Fee.** If during your lease agreement, water must be turned off to your lot at the curb stop because the Resident failed to properly maintain their home, or failed to keep the home heated, or failed to properly maintain the water pipes to the home, River Bluff Estates, L.L.C. will charge a fee to the Resident. This charge is seventy five dollars (\$75) in the months of April, May, June, July, August and September. This charge is one hundred fifty dollars (\$150) in the months of October, November, December, January, February and March.
- I. Water Reconnect Fee.** River Bluff Estates, L.L.C. will ONLY charge a fee to turn water back on, if the Resident has not provided us three days of advance notice or the Resident wants River Bluff Estates, L.L.C. to do so on a Sunday or holiday. In this instance, the charge is one hundred fifty dollars (\$150).
- J. Roofing and Siding Colors.** All roofs shall be covered with asphalt shingles or colored steel. All roofing and siding colors shall be submitted to and require the advance written approval of River Bluff Estates, L.L.C.
- K. Garage.** Garages are encouraged. The Resident must receive advance written approval from River Bluff Estates, L.L.C. and obtain a building permit from the City of Fort Pierre before building the garage. The Resident further understands that concrete and sidewalk improvements are considered an attachment to the Lot and left on the Lot if the Resident moves. Carports are not allowed.
- L. Storage Sheds.** Each Resident is allowed one storage shed not to exceed 12 feet in width by 12 feet in length on their Lot. The storage shed shall be located toward the rear of the Resident's Lot but may not extend beyond the front of the Resident's Home. Storage shed paint colors, siding and shingles shall match house materials and colors. Storage sheds in place as of January 1, 2015, are grandfathered in, provided they do not extend into the Lot of another Resident. If a storage shed is unpainted or does not have siding, the storage shed must be painted to match the house.
- M. Moving of Homes.** All Homes shall be parked on or pulled from a Lot under the supervision of River Bluff Estates, L.L.C. Arrangements with River Bluff Estates, L.L.C. must be made at least ten business days in advance for placement or removal of the Resident's Home. Your Lot must be cleaned up within 48 hours after your Home has moved off the Lot. **Failure to follow these guidelines will result in a forfeited lot deposit.**
- N. Installation of Homes.** Installation of the Home in accordance with factory requirements is the responsibility of the Resident. Hook up to sewer, water, electric, gas, telephone, cable TV and maintenance of such services is the responsibility of the Resident. Electric or gas meter service is available at all completed lots.
- O. Wheels and Hitch.** Residents, when accepting occupancy in River Bluff Estates, L.L.C. agree to remove the wheels and hitch within four weeks of arrival.
- P. Accessory Structures, Attachments, and Additions.** All entryways, porches, enclosures, garage, decks or attachments must comply with the City of Fort Pierre's building requirements and must have the written approval of River Bluff Estates, L.L.C. before construction or alteration. This includes painting or staining. Any improvement to the Lot must be considered an attachment to the Lot and left on the Lot if the Resident moves.

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11. Maintenance of Lot.

Residents are to maintain the Lot in a neat, clean, healthy, and safe condition.

- A. Neglect.** In the event River Bluff Estates, L.L.C. finds that maintenance of a Resident's Lot has been neglected, the Resident will be notified in writing and given a reasonable amount of time to complete the necessary maintenance.
- B. Clutter.** Residents must keep and maintain the Lots in a neat and clean appearance. No Lot or common area shall be used or maintained as a dumping ground for rubbish. Unnecessary items such as bottles, boxes, junk, or other items which create a cluttered appearance, may not be left in the yard when not in use.
- C. Garbage Pick-up & Refuse Disposal.** All cost associated with garbage disposal is responsibility of the Resident. Each Resident is responsible for contracting with a garbage disposal company who will provide a garbage container and pick-up the Resident's garbage on a regular basis. The Resident is responsible for securing the container and placing personal household garbage in plastic bags, depositing the bags in the container and have the container at the curb on the pick-up day. Pick-up day is on Mondays. Resident is responsible to haul and dispose of any other garbage such as wood, furniture, metal, or anything that does not qualify as household garbage.
- D. Snow Removal.** Snow removal of the sidewalk and driveway is the responsibility of the Resident. In event of snow, Resident must remove vehicle from street to allow snow removal by the City of Fort Pierre. If we get more than two inches of snow and vehicles are parked in the street, the vehicle is subject to being ticketed and towed.
- E. Trees.** River Bluff Estates, L.L.C. encourages Residents to plant flowers and trees. Trees that have proven to grow in these soils are bur oak, hackberry, seedless cottonwoods and Austrian pine. Residents must gain approval from River Bluff Estates, L.L.C. before planting trees. River Bluff Estates, L.L.C. will not allow box elder, cedars, cottonwoods with seeds, honey locust, junipers, willows, poplar, or Russian Olive. Any improvement such as tree or bush installation is considered an attachment to the Lot and must be left on the Lot if Resident moves.
- F. Yard Care.** River Bluff Estates, L.L.C. will mow lawns of Residents who do not want to mow their own. The Resident is responsible for having all obstructions removed from the lawn. If lawn is not free and clear of all obstructions on the day when lawn is to be mowed, mowing of the lawn will be responsibility of the Resident. If the lawn is not mowed for one week, we will pick-up the yard, mow the yard and charge the Resident \$30 for mowing the lawn.
Watering of trees and shrubs is responsibility of each Resident. Each Home must have an outside water faucet. Residents are responsible to maintain the lawn, trees, or landscaping in the condition when they moved to River Bluff Estates, L.L.C. Each Resident must keep his lawn watered.
- G. Trimming Yard.** Residents must also complete all trimming. If your lawn is not trimmed we will notify you in writing and remind you to do so. If the lawn is still not trimmed within 7 days of our notice, we will notify you a second time and add a \$30 one-time additional charge to Resident's Lot rent. If the lawn is still not trimmed within 7 days of our second notice, we will notify you a third time and add an additional \$50 one-time additional charge to Resident's Lot rent. If the lawn is still not trimmed within 7 days of our third notice, we will notify you a fourth time and add a \$100 one-time additional charge to Resident's Lot rent. A fourth notice is also grounds for eviction from River Bluff Estates, L.L.C.
- H. Clothes Lines and Clothes Racks.** Clothes lines and racks are prohibited.
- I. Fences and Hedges.** No fence or hedge shall be erected, placed or altered on any Lot.
- J. Garden.** Gardens up to 20' X 20' in size are permitted for each Resident's personal use with advance approval by River Bluff Estates, L.L.C.. Gardens must be cleared of debris and stubble each fall. Compost piles are not allowed.
- K. Signs.** No signs of any kind shall be displayed to the public view on any Lot except one sign of not more than six (6) square feet advertising a Home for sale.

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12. **Vehicles, Trailers, Boats or Recreational Vehicles.**

Residents must follow the following regulations regarding vehicles, trailer, boats, or recreational vehicles. Violations are considered a violation of your Lease Agreement and may be subject to fines.

- A. **Parking on Grass.** Parking on the grass is strictly prohibited.
- B. **Driveway.** Each lot has at least two off-street parking spaces. If more parking is needed by a Resident, such request must be made to River Bluff Estates, L.L.C. If possible, River Bluff Estates, L.L.C. will enlarge the parking pad at the Resident's expense.
- C. **Parking in Street.** Residents may park vehicles along the street but must have adequate off-street parking to allow the City of Fort Pierre to remove snow from streets.
- D. **Vehicle Requirements.** All motor vehicles of a Resident must have a current license, be in operable condition, and parked in the Resident's Driveway or on the street. However, the Resident must still have adequate off-street parking to allow Fort Pierre to remove snow from streets. The Resident is responsible for any clean up due to leaky fluids from any of their Guests vehicles. There will be no major vehicle repairing at River Bluff Estates, L.L.C. All vehicles unlicensed, up on blocks or jack stands, inoperable or leaking fluids excessively are subject to towing without notice and at the owners expense.
- E. **Vacant Lots.** Residents will not be allowed to park vehicles on vacant parking pads.
- F. **Fees for Parking and Vehicle Violations.** Violations for any of the above parking and vehicle, trailer, boat or recreational vehicle rules may be subject to fines and or fees, which may include vehicle(s) being towed at the owner's expense.

13. **Mail Boxes**

Each Resident may have an individual mailbox that is located in between the storage sheds. If a Resident wants a mail box, the Resident must pay a mail box key deposit of five dollars (\$5). A key will be issued by River Bluff Estates, L.L.C. that will only work on the Resident's mail box. If the mail box key is lost, the Resident will be charged a five dollar (\$5) replacement fee. Newspaper delivery mail boxes are allowed at a Resident's curb.

14. **Insurance and Indemnity**

Residents shall be responsible for maintaining adequate insurance to cover the loss of Home and contents, including unattached structures and any tangible and intangible personal property owned by or belonging to Resident. Residents are also responsible for obtaining and maintaining liability insurance. Resident covenants and agrees to indemnify, hold harmless and reimburse River Bluff Estates, L.L.C. from all losses, costs, attorney fees or damages that may occur from Residents use or occupancy of such property. River Bluff Estates, L.L.C. is not responsible for loss due to fire, theft, or accident on real estate or improvements thereon of River Bluff Estates, L.L.C.

15. **Sublet and Assignment of Lease**

Residents will not sublet or assign the lease. Each new Resident must apply and be approved by River Bluff Estates, L.L.C. Rental of Homes is not permitted. All Homes must be owner occupied.

16. **Sale of Homes**

All Residents must comply with these Rules and Regulations when selling their Home.

- A. **Notice of Intent to Sell.** Home owners wishing to sell their Home must notify River Bluff Estates, L.L.C. 30 days prior to offering the home for sale, during which time River Bluff Estates, L.L.C. will determine whether the Home may remain in River Bluff Estates, L.L.C. or whether the Resident must remove the Home.
- B. **Informing Buyer of Rules and Regulations.** If River Bluff Estates, L.L.C. notifies the Resident that the Home may remain in River Bluff Estates, L.L.C., the Resident agrees to inform prospective buyers of the provisions of these

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Rules and Regulations and the need for the Buyer to apply with and be approved by River Bluff Estates, L.L.C. as a Resident of River Bluff Estates, L.L.C.

- C. **Remedies of River Bluff Estates.** River Bluff Estates, L.L.C. expressly reserves the right to reject any prospective buyer and to require the Home to be removed immediately upon sale to an unapproved party. If a buyer does not receive River Bluff Estates, L.L.C.'s approval, enter into a written Lease agreement with River Bluff Estates, L.L.C. and otherwise follow these Rules and Regulations, the purchaser may be evicted, the home may be removed from the Lot and River Bluff Estates, L.L.C. may pursue additional legal remedies against the prior Resident for breach of the lease agreement, **all at the prior Resident's expense.**
- D. **Proof of Ownership.** Residents must provide River Bluff Estates, L.L.C. proof the Resident has purchased the Home or are buying the Home.

17. Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats or other domestic household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

18. Pets

All Residents residing at River Bluff Estates, L.L.C. as of January 1, 2015, will abide by the pet rules and regulations described below:

- A limit of two pets per Resident;
- Containment: Your pet must be controlled at all times. Residents must keep their pet within their yard or kept on a leash while on common areas or on the grounds.
- Unattended dogs may not be staked outside the Home. Unattended dogs must be in your Home or in a kennel approved by River Bluff Estates. The kennel shall be located toward the rear of the Resident's Lot but may not extend beyond the front of the Resident's Home.
- Pet will not cause: damage, nuisance, noise, health hazard, or soil grounds, common areas, walks, parking areas, landscaping or gardens. Barking will not be tolerated in that it is considered to be a nuisance to other Residents. Resident agrees to clean up after the pet and agrees to accept full responsibility and liability for any damage, injury, or actions arising from or caused by his/her pet.
- Access: River Bluff Estates may enter any Lot for the purpose of inspecting the same and completing any maintenance or repair deemed necessary to protect any home, lot or infrastructure. If the Resident's pet makes it unsafe to do so, River Bluff Estates, L.L.C. may make any appropriate arrangements with respect to the care of the pet, including the pets removal. Any cost incurred by River Bluff Estates, L.L.C. for this reason shall be billed directly to the Resident.
- The first violation of this policy will result in a \$30 one-time additional charge to Resident's Lot rent. The second violations of this policy will result in a \$50 one-time additional charge to Resident's Lot rent. Upon a third violation, a \$100 one-time additional charge to Resident's Lot rent will be made, the Resident may be required to remove the pet from River Bluff Estates, L.L.C. and a third violation is grounds for your eviction from River Bluff Estates, L.L.C.

19. Amendment of Rules and Regulations or Lease

River Bluff Estates, L.L.C. has full authority to amend the Rules and Regulations or lease at any time upon thirty (30) days written notice to a Resident.

20. Solicitation

Peddling, soliciting, or distribution of any type of product or service without the written consent of River Bluff Estates, L.L.C. is prohibited. Please report unauthorized solicitations to the Site Manager.

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21. Redelivery of Premises, Holdover and Default

Resident shall pay the rent and all sums required to be paid by the Resident under the lease agreement in the amounts, at the times, and in the manner provided in this lease agreement, and shall keep and perform all the terms and conditions on its part to be kept and performed.

At the termination of the lease agreement, Resident shall peaceably and quietly quit and surrender the premises to River Bluff Estates, L.L.C. in good order and condition subject to the provision of the lease agreement.

The parties agree that any holding over by Resident under the Lease Agreement, without River Bluff Estates, L.L.C.'s written consent, shall be a tenancy at will which may be terminated by River Bluff Estates, L.L.C. on three (3) days notice in writing thereof.

In the event of the non-performance by Resident of any of the rules and regulations of River Bluff Estates, L.L.C. undertaken in the lease agreement, this lease agreement may be terminated at River Bluff Estates, L.L.C.'s option. River Bluff Estates, L.L.C. shall provide Resident written notice of the act or omission which constitutes non-performance. Resident shall have three (3) days to comply with this agreement or vacate the premises.

22. Non-waiver

Failure by River Bluff Estates, L.L.C. to enforce any rule or regulation shall in no event be deemed a waiver of the right to do so at a later time.

23. Severability

Invalidation of any one of these rules or regulations by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and Affect.