

Wildwood Development

Crime Free Lease Addendum

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease-Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said 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 Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

2. Resident, any member of the resident's household or a guest or other person under the resident's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near the said premises.

3. Resident or members of the household **will not permit the dwelling unit to be used, for, or to facilitate criminal activity**, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.

4. Resident, any member of the resident's household or a guest, or another person under the resident's control **shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance of marijuana** as defined in SDCL 22-42, at any locations, whether **on or near the dwelling unit** premises or otherwise.

5. Resident, any member of the resident's household, or a guest or another person under the resident's control **shall not engage in any illegal activity, including prostitution** as defined in SDCL 22-23-1, **criminal street gang activity** as defined in SDCL 22-10-14, **threatening, intimidating or stalking** as prohibited in SDCL 22-19A, **assault** as prohibited in SDCL 22-18 or **the unlawful discharge of firearms**, as determined in SDCL 22-14-7, on or near the dwelling unit premises, **or any breach of the agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage**, as defined in SDCL 22-34.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A **single** violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance, It is understood that a **single** violation shall be cause for **immediate termination of the lease** under SDCL 43-32. Unless otherwise provided by law, proof of violation **shall not require criminal conviction**, but shall be by substantial evidence of the type reasonably relied upon by property management in the usual and regular course of business.

7. In case of conflict between the provision of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Residence.

_____ Date: _____
Residents' Signature

_____ Date: _____
Residents' Signature

_____ Date: _____
Property Manager's Signature

WILDWOOD DEVELOPMENT, L.L.C.

708 EMMENT AVE.

OACOMA, S.D. 57365

605-730-0958