

PUBLIC NOTICE

On February 17, 2023, the Cheyenne River Sioux Tribal Council hereby approved an amendment to Ordinance No. 81 – the CRST Tribal Homesite Ordinance - to include the following subsection (r) to Section VIII (Assignment Regulations) and the Cheyenne River Sioux Tribe hereby publishes the amended version for public comment for 30 days.

- (r) **Additional Regulations Applicable to Dwelling Units Owned by the Tribe on Homesites** – The following regulations shall apply to any dwelling unit owned by the Tribe that is located on a Homesite, including but not limited to any dwelling unit acquired by the Tribe pursuant to Resolution No. 196-2022-CR (Oct. 5, 2022), that is located on a Homesite:
- (1) Prior to use and occupancy, the Assignee shall execute an Assignment Agreement in the same or substantially the same form as the Assignment Agreement approved by Resolution No. 32-2023-CR (Feb. 17, 2023).
 - (2) The dwelling unit shall, at all times, be owned by the Tribe and remain the property of the Tribe.
 - (3) The dwelling unit shall, at all times, be located on the Homesite. The Assignee may not remove or relocate the dwelling unit.
 - (4) The Assignee shall use the dwelling only for residential purposes, and not for commercial or other purposes.
 - (5) The Assignee shall not use the dwelling unit for any unlawful conduct or purposes and will comply with all applicable laws, ordinances, rules, regulations, and other legal requirements, including Tribal laws and leasing policies.
 - (6) The Assignee shall not cause damage to the dwelling unit or allow damage to be caused to the dwelling unit, or otherwise allow the dwelling unit to fall into disrepair. The Assignee shall assume all responsibility for damage beyond normal use, wear, and tear to the dwelling unit.
 - (7) The Assignee shall not commit or permit to be committed any waste whatsoever in, on, or to the dwelling unit, and shall not remove, tear down, or destroy any part of the dwelling unit and shall not permit the dwelling unit to become unsightly, except for normal wear and tear.
 - (8) The Assignee shall not permit any violation of the law or breach of the peace in, on, or at the dwelling unit. The Assignee shall not engage in bootlegging, drug-related criminal activity,

nuisance or serious nuisance, as defined in this Ordinance, or any other conduct in violation of this Ordinance in, on, or at the dwelling unit.

- (9) The Assignee shall put, keep, and maintain the dwelling unit and the area surrounding the dwelling unit in good condition and repair at all times.
- (10) The Assignee shall be responsible for maintaining utility service to the dwelling unit, including water, sewer, heat, electricity, and garbage removal.
- (11) The Assignee shall be responsible for promptly notifying the Tribe of defects, conditions of disrepair, or the need for repairs in the dwelling unit to prevent undue deterioration of the dwelling unit. The Tribe shall perform all major repairs to the dwelling unit.
- (12) The Assignee shall provide the Tribe access to the dwelling unit to inspect and repair the dwelling unit at reasonable times and upon reasonable notice, except in emergency situations when the health, safety, or welfare of the Assignee or any other person or persons is in immediate danger, whereupon the Tribe may access the dwelling unit without notice.
- (13) The Assignee shall assume all responsibility for personal liability damages that may occur to or on the dwelling unit or the area surrounding the dwelling unit.
- (14) The Assignee may not sublease the dwelling unit or assign or otherwise convey any right, title, or interest in or to the dwelling unit or the Land without the Tribe's express written permission.
- (15) Any violation of these regulations shall be grounds for termination of the Homesite Assignment and Homesite Lease.
- (16) At the expiration or termination of Homesite Assignment or Homesite Lease, the Assignee shall leave the dwelling unit in the same condition it was in when the Assignee first took occupancy of the dwelling unit, and the Assignee shall remove all personal belongings, effects, and property from the dwelling unit.
- (17) Any improvements to the dwelling unit shall become the property of the Tribe upon expiration or termination of the Homesite Assignment or Homesite Lease, without further notice.

- (18) Any personal belongings, effects, or other property left or remaining on, in, or at the dwelling unit after expiration or termination of the Homesite Assignment or Homesite Lease shall become the property of the Tribe, without further notice.

Comments may be submitted to the Office of the Tribal Secretary by U.S. Mail, at P.O. Box 590, Eagle Butte, SD 57625, or by hand-delivery at the Girl's Dormitory at 24 E Street, Eagle Butte, SD 57625. The deadline for public comments is Monday, April 10, 2023 at 5:00 PM.