

Attachment B

**NETHERVUE PLACE LTD.
("Nethervue")**

**RULES & REGULATIONS/PROTECTIVE COVENANTS
(forming part of the Lease between the Landlord and the Tenant)**

1. HOMES

All homes shall be Canadian Standards Association (CSA) approved and shall be erected and installed in a proper and workmanlike manner and in accordance with plans, specifications and site location approved by the Landlord in writing and no building, fence, babybarn, deck or other erection, outbuilding or structure of any kind shall be constructed or placed on the lot otherwise than in conformity with such plans, specifications and siting plan.

2. PROPOSED ADDITIONS OR ALTERATIONS

Any proposed addition or alteration to the home or other structure erected on any lot such as decks, baby/storage barns and fences, must be in accordance with the specifications, dimensions and standards, including exterior siding, as determined by the Landlord and must first be approved by the Landlord in writing. Metal out-buildings and portable, temporary, or fixed carports and garages are not permitted. Storage barns placed without prior approval will be moved to an approved location and all costs invoiced to and be paid by the Tenant.

3. SKIRTING

All homes must be skirted with vinyl skirting and have black vinyl ground sealant installed within thirty (30) days of arrival, to the satisfaction of the Landlord. Skirting color, size, and manufactured material must be approved by the Landlord. Should skirting and ground sealant not be completed within the thirty (30) day period, the Landlord may, at its option, skirt and seal the home at the Tenant's expense, and such expenses shall be payable by the Tenant to the Landlord immediately upon completion.

4. STAIRS & DECKS

Both front and rear stairs must be built and fully finished (painted or stained) within thirty (30) days of home arrival. Stairs must have a minimum size landing of a four (4') foot by four (4') foot with proper railing and lattice work or spindles closing in the openings between the railing and landing, the railing and risers and the landing to the ground on the exposed sides. Decks are subject to the same requirements.

5. PROPANE, OIL STORAGE TANKS and WOOD BURNING

Propane storage tanks, except small propane tanks for barbeques, are not permitted in Nethervue without prior written consent from the Landlord. Oil storage tanks of any kind are not allowed. Wood stoves and wood-burning fireplaces, inside or outside, are a severe fire hazard and are not permitted.

6. STORAGE OF SUBSTANCES AND ENVIRONMENTAL RESPONSIBILITY

No flammable, toxic or dangerous substances or materials of any kind shall be kept or stored at or on the premises by the Tenant. Clean-up of any spills, soil contamination or damage of any type to the soil or to Nethervue property in accordance with government requirements will be the responsibility of the Tenant, and the Tenant shall be fully responsible and shall immediately pay all costs incurred. The Tenant shall maintain insurance for environmental damage and liability and provide proof thereof if required by the Landlord.

7. HYDRO

Electrical hook-ups must be connected by NB Power or a licensed professional electrical contractor.

8. AERIALS, ANTENNAS, AND SATELLITE DISHES

- (a) No outside aerials or TV antennas shall be erected.
- (b) No satellite dishes greater than 24” in diameter shall be erected on a lot and only at a location on the lot or home approved by the Landlord in writing.
- (c) Tenants may subscribe to cable service at their own expense.

9. CLOTHESLINES

Only self-supporting, pole/umbrella type clotheslines shall be permitted on a lot. Clotheslines must be placed at the rear of the Tenant's home, at a location to be approved by the Landlord.

10. INSULATION OF WATER LINES

- (a) The Tenant shall ensure that heat tapes and insulation are properly installed and in working order by November 1st of each year.
- (b) All costs associated with repairing and replacing frozen water pipes above the frost line shall be the responsibility of and paid by the Tenant immediately upon completion of the work.
- (c) Under no condition shall the Tenant leave taps running. This applies especially in cold weather since it will cause a build-up in the sewer pipe and eventually a flood in the Tenant's home and a frozen system.
- (d) All costs, expenses and damage to the Nethervue water and sewer systems caused by the acts or neglect of the Tenant shall be the responsibility of and be paid for by the Tenant.

11. WASTE DISPOSAL

Nothing except toilet paper and human excreta is to be flushed into the sewer system. The following will clog the drains: rubber and plastic goods; diaper liners; vegetable parings; fat from cooking; razor blades; kleenex; hair; dish cloths; combs; sanitary napkins; socks; toys; other clothing etc. Nothing should be dropped or placed into manholes. Tenants are responsible for keeping the sewer line from their home to the mainline free from obstructions. Any costs for clearing, repairing or replacing a clogged sewer line shall be paid by the Tenant immediately upon completion.

12. UTILITIES AND INSURANCE

The Tenant shall pay, as they become due, all charges for electricity, cable, telephone and all other utility services provided in connection with the occupancy of the Tenant's home. The Tenant shall maintain adequate insurance for the Tenant's home and contents and liability insurance for losses to third parties including the Landlord for which the Tenant is responsible.

13. PROPERTY TAXES

The Tenant shall promptly pay to the Province of New Brunswick, Department of Finance all property taxes assessed against the Tenant's home and outbuildings.

14. GARBAGE COLLECTION AND STORAGE

Garbage collection is provided by the City of Fredericton on days designated by the City.

- (a) All waste, refuse and household garbage must be kept in a Trius “Dolly” container situated at the rear of the Tenant's home. Tenants are required to purchase or lease a “Dolly” from Trius Disposal Systems Ltd.
- (b) Trius Dollys must not be placed at curbside prior to the designated day of garbage removal services.

- (c) The Tenant must remove garbage and debris on a weekly basis. Where the Tenant fails to comply, the Landlord may remove the garbage and debris and all costs and expenses incurred by the Landlord in so doing will be immediately due and payable by the Tenant.

15. CARETAKING & MAINTENANCE RESPONSIBILITIES

- (a) It is the responsibility of the Tenant to ensure that lawns and the lot are maintained and lawns are mowed to the edge of the road, once a week during summer, that clipping is done around the perimeter of the home and that the lot is at all times kept in a neat, tidy, sanitary and proper condition acceptable to the Landlord.
- (b) Where the Tenant fails to comply with the aforementioned responsibilities the Landlord may complete the necessary maintenance and caretaking, and all costs and expenses incurred by the Landlord will be immediately due and payable by the Tenant.
- (c) The Tenant shall keep the driveway, walks and stairs on the lot free and clear of snow and ice. Snow and ice from the Tenant's lot shall not be placed on the streets.

16. REMOVAL OF TREES

No living tree shall be cut down, destroyed or removed without first receiving the written permission of the Landlord. If any tree is cut down, destroyed or removed without permission, the same will be replaced at the expense of the Tenant.

17. PLANTING OF TREES

- (a) The planting of willow and poplar trees is not allowed. The Landlord is not responsible for trees, edgings, etc. planted near the roadside that are damaged during snow removal and other road maintenance.
- (b) The planting of other types of trees, shrubs, or flowers, etc. on a lot shall be allowed and encouraged **at locations approved by the Landlord**. Shrubs and trees added to a lot must remain if the Tenant moves from Nethervue.

18. RENT

- (a) Rent payments shall be made by the Tenant to the Landlord by pre-authorized debit from the Tenant's bank account. The Tenant is responsible to keep the pre-authorized debit information provided to Nethervue up to date.
- (b) Rent is due and payable on the first day of the month.
- (c) If a rent payment is returned to the Landlord's bank for any reason it shall immediately be replaced by the Tenant, who shall also immediately pay to the Landlord a service charge equal to the Non Sufficient Funds (NSF) Fee paid by the Landlord.

19. MOTOR VEHICLES

- (a) No commercial vehicles larger than a ½ ton truck or ½ ton van service vehicle shall be parked or placed on any lot.
- (b) Motor vehicles that are not serviceable or operating shall not be stored or kept on the lot or in Nethervue and may be removed without notice by the Landlord at the Tenant's expense.
- (c) Oil and filter changes and any major automotive repairs shall not be permitted in Nethervue.

20. MOTORISTS

When driving on Nethervue private roadways, the Tenant and all visitors shall observe extreme caution and abide by all posted traffic signs. Speed shall not exceed 30 km per hour. All streets in Nethervue are two-way streets; keep to the right lane at all times.

21. PARKING

- (a) Each lot has driveway parking available for a maximum of two passenger vehicles. Tent, camper and travel trailers and truck campers may not be stored or parked regularly at Nethervue. There is no parking permitted on lawns. The Tenant is responsible for repairs should the Tenant or a visitor to the Tenant damage the lawns or property of the Tenant, a neighbour or Nethervue.
- (b) Overnight roadside parking of any vehicles between **October 15th and April 1st** is strictly prohibited. Any vehicle in violation of this regulation is liable to be towed away at the owner's expense without notice.
- (c) Regular roadside parking is strictly prohibited. Vehicles may be towed away at the owner's expense without notice.

22. DAMAGE TO PROPERTY

Any damage to property caused by the Tenant or the Tenant's visitors is the responsibility of the Tenant and will be charged to and immediately paid by the Tenant.

23. LOUD NOISE

The Tenant and any occupants or visitors to the Tenant's home shall not create any loud noises or play loud music so as to disturb other Tenants in Nethervue or occupants of adjoining properties. The Tenant and the Tenant's visitors shall observe a common quiet time of 10:00 p.m. to 7:00 a.m. in Nethervue.

24. KEEPING OF ANIMALS

Written permission from the Landlord is required prior to the Tenant keeping any animal. Signed permission for a pet does not apply to any subsequent or replacement pet; a separate application must be made for each proposed pet. The following terms and conditions apply:

- (a) Permission will not be granted for more than one animal per home.
- (b) Small dogs, if allowed, and any other permitted animals including cats must live indoors.
- (c) No large dogs (dogs in excess of 15 inches at the shoulder) are allowed.
- (d) No outside pet homes, enclosures, pens or shelters are allowed.
- (e) Tenant shall ensure permitted animals do not bark or make noise capable of disturbing other tenants.
- (f) No animal is to be tied, penned, or left outside.
- (g) All animals must be on a leash and be accompanied by the Tenant at all times when the animal is outside the home and are strictly prohibited from going or being taken onto another tenant's lot.
- (h) All animal droppings/feces on the Tenant's home site or any other Nethervue property shall promptly be cleaned up and properly disposed of by the Tenant.
- (i) Failure to comply with these Protective Covenants/Rules and Regulations will result in removal of the animal at the expense of the Tenant and/or by issuance of a Notice of Termination of Tenancy.

25. IMPROVEMENTS TO THE LOT

Any improvements done to the lot by the Tenant, including labour and materials, shall remain and always be the property of the Landlord without compensation to the Tenant upon termination of the Tenant's tenancy.

26. MAIL SERVICE

To ensure prompt mail delivery and aid in promoting a positive image for Nethervue, check with Canada Post for proper mailing address and delivery box location.

27. TRESPASSING

The Tenant has the right to request that no one trespass on the Tenant's lot. The Landlord will assist with prosecuting trespassers, if requested.

28. COMPLIANCE WITH LAWS

The Tenant shall comply at all times with all federal, provincial and municipal laws, regulations, by-laws, and zoning requirements in connection with the use and occupation of the Tenant's home and lot.

29. TRANSFER OF HOME FROM PARK SITE

- (a) The Landlord requires two months written notice to vacate. The Tenant shall arrange for a time satisfactory to the Landlord to have the home removed from Nethervue and all rents, charges, expenses and fees shall be paid in full prior to the date of moving.
- (b) The home must be moved from Nethervue by a transport company approved by the Landlord. The Tenant and transport company shall be responsible for any damages to Nethervue property which are a result of the home being moved, (i.e., landscaping, tire ruts, etc.). Immediately following the removal of the home from the lot the Tenant shall be responsible for the complete clean-up and restoration of the lot. Any and all debris, blocking, etc. shall be removed from the lot.
- (c) The Tenant shall, prior to removal, pay the Landlord a deposit of \$500 for the restoration of the lot after home removal. Any portion of the deposit unused for restoration of the lot after home removal will be refunded to the Tenant.

30. SALE OF HOME

If you are contemplating selling your home, **please contact** the Landlord as there is a definite procedure to follow. The Tenant's lease is not assignable. Although anyone has the right to sell their home and to remove it from Nethervue, the Landlord has the final decision on who will or will not become a resident of Nethervue. Any proposed purchaser who wishes to obtain a new lot lease must be approved by the Landlord.

If you wish to sell your home, the Landlord would like the opportunity to represent you as your agent.

31. OCCUPATION OF HOME

Nethervue is a residential community of home owners. All homes are to be occupied only for the residential purposes of the homeowner. All persons living at the Tenant's home must be registered with the Landlord.

32. NO BUSINESSES

There shall be no businesses located or operated by the Tenant in Nethervue.

33. CHILDREN

For safety reasons, children are not to play on or near the roadways or any service shops. Children are also required to abide by all these Rules and Regulations and the Lease.

34. SNOWMOBILES/ATV'S, etc.

The use of snowmobiles, all-terrain vehicles, ATV's, dirt bikes, go-carts and similar vehicles is prohibited within Nethervue.

35. SIGNAGE

No advertising or signs of any kind shall be allowed on a lot, common area or street, or be posted in a home where they are visible from outside of the home and the Landlord may remove any such advertising or signs at the expense of the Tenant. However, City by-laws require that your designated civic street number be clearly displayed on the front of your home.

36. SERVICES

Should the Tenant wish the Landlord to provide services on or about your home, please contact the Landlord directly. The Landlord will schedule the work and bill you at an hourly rate upon completion.

No consent to changes in, or waiver of, any part of these Rules and Regulations shall be deemed to be taken or made unless the same is done in writing by the Landlord.

DATED _____, 201__

TENANT

TENANT

LANDLORD, per Ken Sloat