

Chases Ocean Grove, Inc.

Application for Modification of Cottage

Applications for Installations, Alterations, Additions or Removal shall be made and processed in accordance with Section 5.3 of the lease between the Cottage Owner and Chases Ocean Grove, Inc., which states in full:

5.3 Installations, Alterations, Additions or Removal:

Tenant shall not (a) make any installations, alterations, or additions to the Premises, including, but not limited to, increasing the number of bedrooms, as defined by 310 CMR 15.002; (b) make any external alterations to any Improvements thereon, including, without limitation, the installation of satellite dishes or other exterior protrusions from the Improvements; or (c) remove any Improvements thereon, without, in each instance, obtaining the prior written consent of Landlord. This section shall be enforceable by the Landlord in the Landlord's sole and absolute discretion. Any permitted work shall be subject to the provisions of the Town of Dennis zoning bylaw, including the Seasonal Resort Community District bylaw, as is then in effect, and the Rules and Regulations, attached as Exhibit B. No construction shall be permitted during the period commencing on the weekend prior to July 4th through and including Labor Day of each Lease Year. Notwithstanding any provision that may be interpreted to the contrary, Tenant shall be entitled to remove any improvements (including the cottage), subject to reasonable terms and conditions established from time to time by Landlord, including, without limitation, (i) that such removal be limited to dates and times outside of the Permitted Use Period, (ii) proof of receipt of necessary local permits and compliance with local regulations, (iii) insurance, (iv) plans for removal, and (v) indemnification of Landlord for any damage to persons or property resulting from Tenant's or Tenant's agent's removal of the Improvements. Tenant acknowledges that notwithstanding Landlord's required consent hereunder, any such changes to Tenant's cottage are done at Tenant's sole cost and that in no event shall Landlord be responsible to Tenant for the cost or value of the cottage or alterations thereto upon the expiration or termination of this Lease.

Please complete the application in full and submit it to First Property Management.

Email: jennifer@fpmcapecod.com / julie@fpmcapecod.com

Mail: First Property Management
167 Lovells Lane
Marston's Mills, MA 02648

**Chases Ocean Grove, Inc.
Modifications Application Information**

Date: _____

New Request: Yes____ No____

Name: _____

Mailing Address: _____

Cottage Number: _____

Phone Number(s): _____

Email Address: _____

In accordance with the Section 5.3 of the Chases' Ocean Grove Inc., Lease, I request your consent to make the following changes, alterations, renovations, additions, and/or removals to my cottage:

[In the description, please include the materials, dimensions, location, and any other pertinent information. Additional pages may be necessary. If changes are proposed that would alter the current cottage envelope, diagrams must be included]

Start Date: _____

Completion Date: _____

Contractors Information: _____

Note: Per Section 5.3 of the lease *No construction shall be permitted during the period commencing on the weekend prior to July 4th through and including Labor Day of each Lease Year.*

The cottage owner is responsible for complying with all building codes and zoning requirements. Additionally, the cottage owner is responsible for notifying abutting cottage owners of proposed work. After approval is granted, the cottage owner shall obtain any necessary permit(s) issued by the town. Once obtained, please forward a copy of permit(s) and the contractors' certificate of insurance to First Property Management.

I certify that all the information above and attached is correct and that I will not modify these plans without requesting approval. I understand that non-approved modifications may result in revocation of the lease. I will notify First Property Management when the project is complete. Tenant acknowledges that notwithstanding Landlord's required consent hereunder, any such changes to Tenant's cottage are done at Tenant's sole cost and that in no event shall Landlord be responsible to Tenant for the cost or value of the cottage or alterations thereto upon the expiration or termination of this Lease.

Signature: _____