

CHASES OCEAN GROVE RULES AND REGULATIONS 6/19/2024

A. GENERAL RULES AND REGULATIONS

1. Tenants shall comply and shall cause its guests and invitees to comply with such Rules and Regulations as Landlord shall from time to time establish for the proper regulation of the Premises, Property and Common Facilities.
2. Tenants shall not commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Property or use or permit the use of any portion of the Premises for any unlawful purpose.
3. Tenants are responsible for the conduct of all their residents, guests, and invitees. Tenants, residents, invitees and guests that exhibit unacceptable behavior (unacceptable behavior will be any act, action or display that threatens the health, safety, or security of another person and/or property) will have the police promptly called, arrest made if necessary and legal action taken against the offender. Unacceptable behavior will be considered sufficient grounds for termination of a Lease.
4. Tenants may have guests at the Premises when Tenant is present, but both Landlord and Tenant agree that these guests shall be deemed licensees of the Landlord for the purposes of Section 7 of the Lease. Use of any of the Common Areas by Tenant's guests and licensees shall be subject to all the Rules and Regulations of the Property, including, without limitation, use of beach bracelets when and as required by Landlord.
5. In the event of noisiness, unruliness, illegal conduct, or a breach of either the terms of the Lease or the Landlord's Rules and Regulations by those guests, the Landlord and Tenant agree that the Landlord may summarily revoke these guests' licenses to remain at the Property and may deem them to be trespassers and may eject them forthwith.
6. For cottages connected to Property power, operation of air conditioners or space heaters is not permitted without a documented medical reason. If you have a medical condition requiring an air conditioner, please notify Landlord.
7. Tenants shall not place any flags, signs, placards, or the like on or about the Premises, other than:
 - Cottage number for location identification purposes;
 - One "For Rent" or "For Sale" sign not greater than 18" x 24" that may be placed in a window or affixed to the exterior of the cottage;
 - One personalized sign not greater than three (3) square feet affixed to the cottage; and
 - One current American Flag, the maximum size of 3' x 5' and displayed in accordance with the Guidelines for Display of the Flag, as articulated by the Department of Veteran Affairs (which can be found at: <https://www.va.gov/opa/publications/celebrate/flagdisplay.pdf>). Additionally, the American Flag must be made of fabric, cloth, or paper and be displayed from a staff or pole or in a window, and does not mean a depiction or emblem of the flag of the United States made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

No signs may be placed in the ground.

Political signs, advertising signs or any sign containing derogatory or offensive language are expressly prohibited.

No flags, except for the current American Flag, are allowed.

8. No loud music or noise is allowed after 11:00 PM. Additionally, Tenants are subject to the Town of Dennis Anti-Noise By-Law. The entire text of the bylaw can be found at:
<https://www.town.dennis.ma.us/sites/g/files/vyhlf3016/f/uploads/antinoise.1.30.15.pdf>

The Bylaw prohibits noise that is audible at a distance of 150 feet from where it originates. Any person violating this Bylaw shall be punished by a fine of not more than \$50.00 for each offense.

9. No soliciting, except with the express written consent of Landlord.

Dogs

1. Tenants shall abide by the **Town of Dennis Leash Law/Barking By-Law**. The entire text of the law/bylaw can be found at:
<https://www.town.dennis.ma.us/dennis-police/animal-control/pages/leash-law-barking-law>

Within the Property, the following rules are in effect:

- Any person owning, keeping, or being responsible for a dog shall not allow nor permit said dog to run at large on any of the streets or public places in the Property.
- No dog shall be allowed or permitted in any public place or street within the Property unless it is effectively restrained and controlled by a chain or other form of leash that is sufficient to hold the dog. *Voice command is not recognized as an adequate restraint.*
- Owners **MUST** clean up waste immediately after their pets in all areas and dispose of the bagged waste appropriately.
 - a. First offense: \$25
 - b. Second offense: \$50
 - c. Third offense and subsequent offenses: \$75
- **No dogs are allowed on the beach.**
- Any incidents involving dog bites will immediately be referred to the Town Dennis Animal Control office.

2. Tenants are reminded of the Town of Dennis Nuisance Dog Barking Bylaw, the website is set forth above but is summarized as:

No person owning, keeping, or otherwise responsible for a dog shall allow or permit said dog to annoy another person's reasonable right to peace or privacy by making loud or continuous noise, where such noise is plainly audible at a distance of 150 feet from the building, premises, vehicle, or conveyance housing said dog, or such noise is continuous in excess of 10 minutes. The fact that such noise is plainly audible at said distance or continuous in excess of 10 minutes shall be prima facie evidence of a violation.

- 1st offense: warning
- 2nd offense: \$30.00 fine
- 3rd offense: \$50.00 fine
- 4th offense: \$100.00 fine.

Note: These are fines imposed by the Town of Dennis.

Beach

1. No glass of any kind is permitted on the beach.
2. Smoking is NOT permitted on the beach.
3. No engine powered watercraft are permitted within 50 feet of the beach.
4. Access to the beach closes at midnight.
5. Beach bracelets must be always worn while on the beach from the weekend before July 4th through Labor Day. Children under 10 years of age are exempt.
6. No swimming on designated “boating” beach.
7. No launching or beaching of boats on designated “swimming” beaches.
8. All trash is “Carry In/Carry Out”. No trash shall be left on the beach!
9. No dogs are allowed on the beach.

Safety

1. No fireworks of any kind are permitted.
2. No fires of any kind are permitted.
3. No charcoal grills are permitted.
4. The speed limit in the Property is **5 miles per hour**. Failure to obey speed limits may result in loss of Lease.
5. All cottages must have clearly visible outside numbers. If a cottage is found without a number, Landlord will affix numbers at the Tenant’s expense.

Vehicles and Parking

1. Tenants shall not park trucks or other vehicles in a manner that will block roads, driveways, or other Common Facilities.
2. No overnight parking of commercial vehicles is allowed.
3. No vehicle parking or standing along beach road.
4. All decisions by management regarding parking are final.
5. There is no formally designated parking. Neighbors are expected to cooperate with each other regarding parking.
6. The speed limit within the Property is **5 miles per hour**. Failure to obey speed limits may result in loss of Lease.

Trash and Yard Waste

1. Tenants shall, at their expense, maintain the Premises in a clean, orderly, and sanitary condition and keep any garbage, trash, rubbish, or other refuse in vermin-proof containers

- until removed.
2. Tenants shall not permit undue accumulations of or burn garbage, trash, rubbish, or other refuse within or without the Premises.
 3. Tenants shall not cause or permit objectionable odors to emanate or to be dispelled from the Premises.
 4. No pruning or removal of trees is allowed without management consent.
 5. The Property has a “Carry In/Carry Out” policy. Anyone caught inappropriately leaving trash will be subject to having their Lease terminated.

Cottage Rentals

1. Tenant shall be solely responsible for compliance with any Town of Dennis regulations governing rental properties.
2. Tenant shall, in each instance, email a copy of such Indemnity Agreement, executed by Tenant and Tenant’s subtenant/guest, to info@chasesoceangrove.com, ***at least five (5) days prior to occupancy of the Premises by the applicable subtenant or guest.***
3. Tenants are responsible for the conduct of all their residents, guests, and invitees. Tenants, residents, guests and invitees that exhibit unacceptable behavior (which shall mean, without limitation, any act, action or display that threatens the health, safety, or security of another person and/or property) will have the police promptly called, arrest made if necessary and legal action taken against the offender. Unacceptable behavior will be considered sufficient grounds for termination of Lease.

Penalties

Unless otherwise noted above, penalties for violation of the rules are as follows:

- 1st offense: warning
- 2nd offense: \$25 penalty
- 3rd offense: \$50 penalty
- Subsequent offenses: \$100 penalty

Unless otherwise noted above, Tenants with five or more citations for rule violations are subject to having their leases terminated.

For avoidance of doubt, each day that a violation continues after a Tenant is notified by the Landlord of such violation is a separate offense.

B. REVIEW AND CONSENT FOR PROPOSED RENOVATIONS

The Lease, the Town of Dennis Bylaws and Massachusetts State Building Code require the Landlord’s prior consent to all proposed cottage renovations, expansions and alterations is required.

It is in the mutual interest of the Landlord and Tenants to (i) facilitate reasonable renovations, expansions and alterations within the allowances of the Town of Dennis Zoning Bylaw and this Lease; and (ii) preserve the value of all cottage sites, including sites that may be impacted by renovations, expansions and/or alterations proposed for neighboring cottage sites, the following procedure will be implemented in connection with Landlord’s review of, and discretionary consent to, any renovations, expansions and alterations proposed by Tenants:

1. Tenants shall submit to Landlord a written description of any proposed cottage renovation, expansion and/or alteration. **All proposals shall be emailed to JNoel@FarosProperties.com and info@chasesoceangrove.com.**
2. In connection with any proposed expansion or alteration of the existing “Building Envelope” (which shall mean the existing cottage footprint and all external cottage surfaces), Tenants shall also submit to Landlord floor plans and elevations (both hard and electronic copies) showing both existing and proposed conditions. Landlord shall make electronic copies available for other cottage owners to review online at www.chasesoceangrove.com.
3. In connection with any proposed expansion or alteration of existing Building Envelope, Tenant shall provide written notice of its proposal to all other Tenants of cottage sites within 100 yards of Tenant’s cottage. Said notice shall include a brief description and direction to www.chasesoceangrove.com for electronic copies of floor plans and elevations.
4. Tenants are encouraged to consult with their neighboring tenants in developing their expansion plans.
5. Landlord shall receive comments from impacted Tenants with respect any proposed expansion or alteration of existing Building Envelope, and shall convene an onsite inspection, open to all interested Tenants, to consider any impacts of the proposal upon surrounding cottage sites, including vertical and lateral impacts on water views and impacts on parking.
6. Landlord shall consider proposed cottage renovations, expansions and alterations in March, June and September or as otherwise scheduled by Landlord.

Nothing herein shall be construed to give Tenant or any other party any claim, demand or cause of action against Landlord arising out of the violation of such Rules and Regulations by any other tenant or visitor of the Property, or out of the enforcement, modification or waiver of the Rules and Regulations by Landlord in any particular instance. The above Rules and Regulations are imposed for the Landlord’s benefit, and Landlord shall have the sole discretion as to enforcement, in whole or in part, of the same, and no action shall be brought by Tenant against Landlord for any alleged violation of such Rules and Regulations by any other Tenant.

Landlord reserves the right to rescind any of these Rules and Regulations and to make such other and further Rules and Regulations as in its judgment shall from time to time, be required for the safety, protection, care and cleanliness of the Property, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants. Such Rules and Regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally set forth in this Lease.