COMMUNITY POLICIES

Last revised August 22, 2025

1. **Community Living Standards.** All residents are expected to comply with established standards of community living, including maintaining adequate standards of personal hygiene and room cleanliness to avoid interference with the general comfort, safety, security, health or welfare of the community or a resident's roommates. Any personal safety or welfare issues should be brought to the attention of management; any resident forcing or attempting to cause another resident to leave his/her own residence may be subject to termination.

2. **Dangerous or Disruptive Activities**. Activities that endanger residents and/or the community are strictly prohibited, including but not limited to being on roofs, climbing from windows and scaling or rappelling from outside walls or balconies, improper use of security doors or interfering with the locking of any door, throwing objects from windows or balconies, playing sports or participating in other outdoor activities in hallways or stairwells, or any violent, threatening, belligerent or unlawful acts.

3. **Drug- and Crime-Free Policy.** As provided in the Housing Agreement, any drugs, drug paraphernalia or criminal activity, by a resident and/or guests, will be considered a material breach by the resident of the Housing Agreement and may subject the resident to immediate termination. No resident or guest may engage in or facilitate criminal activity, including but not limited to the use, attempted use or threatened use of physical force against a person or property, or drug-related criminal activity (including the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance as defined under applicable law), nor permit any part of the community to be used for or to facilitate such criminal activity.

4. **Maintenance.** Service calls will be performed during normal work hours as specified in the Housing Agreement, except in the case of a legitimate property emergency. All service calls must be reported to the management office by telephone, in person, by e-mail to live@larkaustin.com or by submitting an online work order through the "Residents" link at https://larkaustin.com (preferred). Manager's maintenance technicians are not authorized to accept individual requests without the request being submitted as a normal work order through management. Service calls will generally be performed on a first-come, first-served basis with priority given to matters that may constitute a hazard or create significant discomfort for residents. Residents are expected to report maintenance or facility concerns promptly and may be held responsible for damage or utility charges for failure to report issues in an apartment.

5. **Care of Premises.** Adhesive tape, nails, screws, LED strip lights or hooks may not be used on floors, walls, woodwork or doors. Thumbtacks, pushpins and non-marking adhesive materials are permitted in moderation. All windows and exterior doors must remain closed when air conditioning is operating; this equipment does not function properly when windows are open.

6. **Public Areas.** The sidewalks, parking areas, driveways, courtyards, stairways, corridors, and all other common areas may not be obstructed in any way by a resident or guest, including by garbage cans, supplies, shopping carts, bicycles or other belongings. If articles are left in any public areas, management may remove them at the resident's risk and expense.

7. **Locks, Keys, Keycards.** Residents will be given one electronic keycard (for the assigned apartment and for exterior doors, amenity areas and elevators), one bedroom key and one mailbox key, plus one garage keyfob if applicable. These keys and keycards/keyfobs must be returned to management upon vacating the premises. If a resident is locked out of an apartment, management will unlock the door (upon resident presenting photo ID). Replacement of a lost key will be charged to the resident at $50 per apartment keycard (including lock reprogramming), $150 per garage keyfob, $35 per bedroom key, and $35 per mailbox key. If a bedroom lock must be changed due to a lost key, the charge will be $85. Any key, keycard or keyfob not returned at the time the premises are vacated will be charged to the resident at the same rates. No locks may be changed or added to any doors without management's written consent.

8. **Soliciting.** Any soliciting or distribution of any type of material within the community is prohibited without prior written approval from management. Please notify management of any suspected unauthorized solicitor so that appropriate action may be taken.

9. **Cleanliness; Removal of Trash.** All garbage, refuse and other types of waste must be placed inside recycling and trash chutes (as applicable) located on each floor of the community. Cardboard boxes must be broken down by the Resident at the time of disposal. Trash must be disposed of properly in the provided trash chutes and may not be left in or around trash rooms. No trash or other waste may be disposed of or stored on the grounds of the community, kept by an entrance door or in a hallway or stairwell, or placed in improper containers or elsewhere in the community. Each resident (together with roommates as applicable) is responsible for cleaning and keeping the assigned apartment and all furnishings in a clean, safe and sanitary condition. Trash should be disposed of promptly and properly. Trash chutes are provided by management on each level of the community; however, furniture, chemicals, hazardous materials, batteries, computer monitors, televisions, computers, stereos or other electronic devices are not permitted in the dumpsters. All such materials must be taken by the resident to a local facility designed for disposal of such materials. Cigarette butts may not be left anywhere on the grounds of the community. Residents are expected to maintain balconies, patios and other private areas both inside and outside of the apartment. No trash may be kept on porches or balconies, or otherwise outside of an apartment, even in bags or cans. Any resident or apartment violating any of the above policies will be charged an administrative fee of at least $25 per bag (or portion thereof) to be disposed; continued violation may result in agreement termination.

10. **Hallways, Stairwells, Windows and Doors.** Awnings or other projections may not be attached to the outside of any building. Balconies, windows, hallways and stairwells may not be used for draping articles, shaking dust mops, beating rugs, drying laundry, painting, or any anything that may stain the foundation and/or surface of the area. Cigarettes, trash or other material(s) may not be left on or thrown from any balcony, hallway, stairwell, window, parking area or doorway. Balconies and patios may not be used for storage of any interior furnishings. Balconies and patios must be kept in a clean and safe condition at all times. No sign, banner or other fixture, including foil and/or film of any kind, may be hung in any window or on any door in a manner that may be visible from the exterior of the building. No external antenna, clothesline, sign, banner, flag or satellite dish may be erected on any balcony or building exterior. Only those window coverings supplied by Lark Austin may be allowed to be seen from outside the building. Violations of this policy may be corrected by management (including cleanup and disposal of materials) at the residents' expense. Damage to shared or common areas, including balconies, adjacent hallways, windows and doors, will be repaired at the joint and several expense of the residents of the applicable apartment(s).

11. **Smoking; Flammables**. **Lark Austin is a 100% non-smoking facility**; Smoking (including vaping and e-cigarettes) and burning candles or incense are prohibited at all times inside residences, on balconies and patios, in stairwells and breezeways, in the pool area, in community amenity spaces and in all other indoor areas. Residents should be aware that any smoking in a residence, in addition to being a violation of these policies and the Housing Agreement, will subject the residents to a collective minimum deep-cleaning fee of $400, plus any additional costs of cleaning or repair in connection with smoking or other smoke-related damage. The following items are prohibited inside all buildings in the community: flammable liquids or gases (including propane and gasoline), combustible incense, battery-powered mobility devices including bicycles, scooters or skateboards, and other flammable or incendiary substances.

12. **Plumbing Fixtures**. Paper towels, wipes (including "flushable" wipes), feminine hygiene products, sweepings, matches, rags, towels, cigarettes, coffee grounds, bones and other obstructing materials may not be placed or flushed in any plumbing fixture. Shower heads, bidet attachments or other plumbing fixtures may not be changed or attached. Chemical-based drain cleaners should not be used. Oil and cooking grease must be properly removed in trash and may not be poured into drains. Any damage to plumbing caused by misuse will be repaired at the residents' expense.

13. **Barbeque Grills; Waterbeds**. Due to city, county and state fire codes and regulations, the use of or storage of gas or charcoal grills, or fuel containers related to these grills, are prohibited throughout the community except in common areas provided by management for this purpose. Any resident or apartment violating this policy may be subject to administrative fees of at least $25 per day and/or referral to law enforcement. The use of any type of water furniture is prohibited except with management's prior written consent, following resident providing adequate additional insurance in management's discretion.

14. **Light Bulbs**. Each apartment is furnished with working light bulbs at the time the resident(s) take possession. Thereafter, the expense of any replacement bulbs necessary or required is the responsibility of the residents.

15. **Common-Area Furnishings.** Furnishings provided in apartment common areas such as living rooms are intended for the common use of all residents of the apartment, and may not be removed or taken into individual bedrooms. Furniture in any clubhouse or pool area may not be relocated.

16. **Guests.** All residents are responsible for the actions of their guests (including anyone permitted into the community by a resident, whether or not known to the resident) at all times. Residents are expected to ensure that guests observe all rules and policies applicable to residents. Any violation or act by a guest will be considered the violation or act of the resident. Guests must be accompanied at all times by the responsible resident when accessing common area amenities such as the pool, clubhouse, etc. Management reserves the right to restrict guests from any part of the community or from using any amenity at any time. Except as otherwise expressly provided in the resident's Housing Agreement or Lease, any overnight guest requires the advance consent of all apartment-mates, must be pre-registered with management if staying more than three total nights in any 30-day period, and may not stay at the community for more than three consecutive nights nor more than six nights in any thirty-day period.

17. **Parties.** Residents hosting or participating in social gatherings must at all times prevent excessive noise or disturbances that could interrupt the quiet enjoyment of others. Any gathering of 10 or more guests in any apartment must be registered with management at least one full business day beforehand. No apartment may host more than 20 persons (including residents and guests) at any social gathering, whether inside or outside the apartment. Loitering in exterior common areas or community facilities during quiet times of 11:00 p.m. through 9:00 a.m. is prohibited. "Open" parties are prohibited. Flyer announcements, block parties and multi-unit parties are prohibited. Parties must disperse by 1:00 am. Management may require a party to disperse for reasons of safety or to prevent disturbance to other residents. Guests at any gathering are subject to parking restrictions and vehicles violating parking rules may be towed.

18. **Noise.** Loud and boisterous noise or any other objectionable behavior by any resident or guest which may disturb other residents is not permitted. Good judgment and thoughtfulness for others should be used in the playing of musical instruments, stereos, television sets and all other sound sources. An apartment that is the subject of a noise complaint will, in management's discretion, be charged a $50 administrative fee and may be referred to law enforcement. Multiple noise violations may subject the residents of an apartment to agreement termination.

19. **Animals.** Pets are permitted only in specific apartments, with prior registration and mutual execution of a Pet Addendum in management's discretion, payment of a pet registration fee and pet rent, as applicable. A maximum of one pet is permitted per designated apartment, only when properly registered. Pets are not permitted in double occupancy bedrooms. A resident registering an animal must provide a photograph of the animal; registration applies only to the specified animal. Acceptable pets can weigh no more than 60 pounds; dogs must be at least one year of age. Aggressive breeds of dogs are not permitted as pets, including Akita, Bullmastiff, Chow, Dalmatian, Doberman, Pit Bull, Rottweiler, Wolf Hybrid, or any dog that is at least partially any of these breeds. Rodents, birds, and exotic animals such as snakes, reptiles, lizards, amphibians, primates, ferrets and insects are prohibited. Cats must be neutered. Permitted animals must be kept in the assigned residence only, and supervised (with dogs on leashes) whenever outside. Animals may not be left unattended on patios or balconies. Animals must not disturb neighbors or others in or around the community, and may not be tied to any fixed object outdoors. Pets are not permitted in swimming pool enclosures, clubhouses or other indoor recreational facilities. Visiting animals are not allowed without prior written approval from management. Resident(s) keeping an animal will be responsible for any damage or injury caused by the animal. All residents of a cottage in which an animal is kept are jointly responsible for immediately cleaning up and properly disposing of any animal waste, which is prohibited at any time other than in litter boxes (cats) or outdoors around the perimeter of the community or in designated animal walks; any failure to clean will subject the resident(s) to administrative fees of $50 for the first instance and $75 for any subsequent instances. The resident(s) of any cottage in which an animal not properly registered with management is kept will be responsible for an administrative fee of $250 plus additional daily administrative fees for continued violation of these policies. Unattended, stray and non-registered animals may be impounded by management or law enforcement.

20. **Common-Area Lights.** Lights in hallways, stairwells, clubhouse areas, the building exterior and the parking garage are for the general safety of the community. Tampering with these lights in any way is prohibited. Prompt reporting of all outages to management is appreciated.

21. **Moving Damage.** Each resident is responsible for all damage caused on the premises, whether in connection with moving into or out of his/her apartment or bedroom, and whether intentionally caused or not. This liability extends not only to the apartment units, but also to any damage done to any external or exterior portions of the community.

22. **Inspections.** In order to ensure the health and safety of all residents and the preservation of the premises, management and maintenance staff inspects all bedrooms and apartments approximately quarterly. If at any time management believes there are urgent health, fire, safety, maintenance or security issues located in the resident's apartment, management and maintenance staff may enter with or without notice, as permitted by applicable law. If a scheduled inspection is to be performed, the residents will be notified approximately 48 hours prior to the inspection by notice placed at the front door of the apartment or otherwise delivered to one or more residents.

23. **Recreational Facilities; Amenities.** Lark Austin has provided recreation facilities, amenities and areas for the use of residents and guests. So that these facilities can be used for the benefit of everyone and be properly maintained, serviced and operated with safety, management will establish schedules and appropriate regulations for the use of each such facility. Management may add, remove, upgrade or modify any of the provided recreation facilities and amenities, without notice or compensation. All guests, as well as children of residents or guests, must be accompanied at all times by the responsible resident when using any recreational facility or amenity. Appropriate attire and footwear are required at all times when using fitness rooms and other facilities. No attendant or supervision is provided for any of the recreational facilities, including fitness and weight rooms. Lark Austin and management do not sponsor athletic activities and all participants undertake these activities solely at their own risk of injury and without supervision or warranty from the community owner or management. In consideration of being permitted to use the recreational facilities and other amenities, each resident: assumes all risks in connection with the use of recreational facilities and amenities, including use by the resident, guests, family, friends and roommates; release the community owner and management and their respective employees and agents from any liability for any injury, incident or damage which may occur in the use of recreational facilities and/or amenities, including risks both foreseeable and unforeseeable; and agree to hold harmless the community owner and management and their respective employees and agents from any claim by a resident, guest or legal representative arising out of the use of recreational facilities and/or amenities.

24. **Internet Connection; Business Center/Lounges.** Internet connectivity is provided throughout the community for use by residents and guests. A "genius lounge" and other spaces with computer devices are provided for the use of residents only; the display or other transmission of objectionable, pornographic, discriminatory, harassing or otherwise inappropriate material using any computer equipment provided by Lark Austin is prohibited. Users must abide by applicable laws at all times in the course of using Lark Austin-provided computer equipment and/or Internet connections. The display, downloading, uploading or other use of materials in violation of the copyright or other intellectual property rights of any person are prohibited using any Internet connection or computer equipment provided by Lark Austin. Users of the Internet connection provided by Lark Austin must also abide by all acceptable use policies and other rules issued by the community's Internet service provider from time to time.

25. **Parking.** Vehicles may be parked only in those areas of the parking structure designated for parking, in a single marked spot. Vehicles may not be parked to any extent on landscaping, in driveways, in handicap spaces (without a valid permit) or blocking reserved spots, no-parking areas or fire lanes. Only passenger vehicles of ordinary size, with current license plates and valid Lark Austin registration visible through the windshield may be parked in the parking areas designated for residents. Boats, trailers, large vans, campers and commercial trucks may not be parked or otherwise left anywhere at the community. No vehicle maintenance may be performed anywhere at the community except as expressly permitted by management. No vehicle may be left on the grounds of the community for more than 7 days without being moved, except with prior express consent of management. Any violation of parking policies will subject the vehicle to being towed at the vehicle owner's risk and expense and may also subject the resident to administrative fees. Owner, management and their respective

employees and agents will not be responsible for any damage or loss to vehicles or contents for any reason, including in connection with towing, and each resident, on behalf of resident and guests, releases and will hold harmless Lark Austin, management and their employees and agents from any claim or liability in connection with parking or towing of vehicles.

26. **Swimming Pool Rules.** Due to strict regulations maintained by state and local authorities with regard to the operation of the swimming pool, the following regulations must be adhered to at all times:

    A. All swimmers and other users of the facilities, including residents and guests, will use the pool facilities at their own sole risk. NO LIFEGUARD IS PROVIDED. The community owner and management have no liability for any accident, incident or injury to a resident or guest.

    B. Guests must be accompanied by the responsible resident in the pool area at all times and may be required to display a guest wristband. Children under 14 must be supervised at all times by an adult.

    C. Pool hours are posted at the entrance and may be adjusted by management at any time in its discretion. The pool may be closed at any time without notice because of necessary maintenance, repairs, inclement weather or for any reason in management's discretion. Anyone accessing the pool area when closed will be considered trespassing and may be subject to criminal prosecution.

    D. All glass containers are prohibited within the pool area; violations will result in a $50 administrative / cleaning fee.

    E. All body and/or suntan lotions must be removed before entering the water. Any person having a skin disease, inflamed or infected eyes, cold or flu, other infectious ailment, cuts or blisters on the skin, or communicable disease may not use the pool facilities.

    F. Proper bathing attire must be worn while utilizing the pool area. Jeans, cutoff jeans or other attire other than swim trunks or bathing suits may not be worn in the water. Nude swimming, nude sunbathing and sexual conduct are prohibited anywhere in the pool area.

    G. Pets are not permitted within the pool enclosure area. No animals are allowed in the water.

    H. Running, horseplay, loud music, loud noise or other boisterous conduct is not permitted in the pool area or other common area of the community.

    I. Chairs, tables, umbrellas and other furnishings may not be moved from the pool area.