COMMUNITY POLICIES

Last revised April 2, 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 decks, improper use of security doors or interfering with the locking of any door, throwing objects from windows or decks, playing sports or participating in similar outdoor activities indoors, or any violent, threatening, belligerent or unlawful acts.

3. **Drug- and Crime-Free Policy.** As provided in detail 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.

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@larkatkohl.com or by submitting an online work order through the "Residents" link at https://larkatkohl.com (preferred). Maintenance technicians employed by management are not authorized to accept any 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 those requests that may constitute a hazard or create significant discomfort for the resident(s). 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 within a residence.

5. **Care of Premises.** Stickers, adhesive tape, nails, LED strip lights, screws 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.** Sidewalks, parking areas, driveways, courtyards, porches, stairways 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. **Cleanliness; Removal of Trash.** All garbage, refuse and other types of waste must be placed inside receptacles provided by management. No trash or other waste may be disposed of or stored on the grounds of the community, kept by an entrance door or porch, 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 residence and all furnishings in a clean, safe and sanitary condition. Trash should be disposed of promptly and properly. Dumpsters are provided by management; 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 patios and other private areas both inside and outside of the residence. No trash may be kept on porches or otherwise outside of a residence, even in bags or cans. Any resident(s) 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.

8. **Mail and Packages.** Lark at Kohl is not responsible for mail or package delivery by the U.S. Postal Service or other carriers. Lark at Kohl may (without obligation) accept packages for residents, but is not responsible for loss or damage.
9. **Locks and Keys.** Each resident will be given two electronic key-fobs that grant access to the assigned residence and to clubhouse amenities, plus a bedroom key. One mailbox key will be distributed per apartment. These keys and key-fobs, together with any duplicates, 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) during office hours at no charge for the first instance; additional or after-hours lockouts will be charged to the resident at $50 per instance. Replacement of a lost key-fob or mailbox key, replacement of a key-fob or mailbox key not returned at the time the residence is vacated or provision of an extra key-fob, bedroom or mailbox key will be charged to the resident at $75 for an electronic key-fob, $25 for a bedroom or mailbox key. No locks may be changed or added to any doors without management's written consent.
10. **Porches, Patios, Windows and Doors.** Awnings or other projections may not be attached to the outside of any building. Porches, patios, windows and hallways 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 porch, patio, hallway, window, parking area or doorway. Porches and patios may not be used for storage of any interior furnishings. Porches 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 or on any window, door, porch, stairwell or railing 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 building exterior. Only those window coverings supplied by Lark at Kohl 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 hallways, patios, grounds, windows and doors, will be repaired at the joint and several expense of the residents of the applicable apartment(s).
11. **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. Any damage to plumbing caused by misuse will be repaired at the residents' expense.
12. **Smoking; Flammables. Lark at Kohl is a 100% smoke-free facility.** Smoking (including vaping and e-cigarettes) and burning candles or incense are prohibited inside all apartments, on balconies, in corridors, stairwells, in and around all clubhouse and amenity areas, and in all other indoor areas. Any smoking inside any apartment by a resident or guest will subject the resident(s) to a minimum deep-cleaning fee of $250, 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.
13. **Barbeque Grills; Waterbeds.** Due to city, county and state fire codes and regulations, gas and charcoal grills, and fuel containers related to these grills, may not be used or stored anywhere at the community, other than installed grills provided by Lark at Kohl for use by residents and guests. Any resident(s) violating this policy may be subject to administrative fees of at least $50 per day and/or referral to law enforcement. The use of any type of waterbed or water furniture is prohibited except with management's prior written consent, following resident providing adequate additional insurance in management's discretion.
14. **Common-Area Furnishings.** Furnishings provided in 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 amenity area may not be relocated.

15. **Light Bulbs; Exterior Lights.** 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 will be the responsibility of the residents, except for the kitchen fluorescent light and specialty bathroom bulbs which will be replaced by management upon request if needed. Exterior lights on apartments and buildings are for the general safety of the community; tampering with these lights in any way is prohibited. Please report all outages to management promptly.

16. **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.

17. **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 act of the resident. Guests must be accompanied at all times by the responsible resident when accessing common area amenities such as the clubhouse and lounges. Management reserves the right to restrict guests from any part of the community or from using any amenity at any time.

18. **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 residence must be registered with management at least one full business day beforehand. No apartment may host more than 25 persons (including residents and guests) at any social gathering, whether inside or outside the residence. Loitering in exterior common areas or community facilities during quiet times of 11:00 p.m. through 9:00 a.m. is prohibited; during these quiet times, noise complaints may be reported to the Madison Police non-emergency number 608-255-2345. Parties must end and disperse by 1:00 a.m. "Open" parties are prohibited. Flyer announcements, block parties and multi-unit parties are prohibited. 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 at the vehicle owner's expense.

19. **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. A residence 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.

20. **Animals.** Lark at Kohl is a no-pets community. Any resident(s) keeping an animal will be responsible for any damage or injury caused by the animal. Any resident that allows a non-authorized animal in an apartment or into the community will be responsible for an administrative fee of $200, must remove the animal within 24 hours, and will also be responsible for breach of the Housing Agreement. Unattended, stray and unauthorized animals may be impounded by management or law enforcement.

21. **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 residences approximately quarterly. If at any time management believes that 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 one day prior to the inspection by notice placed at the front door of the apartment or otherwise delivered to one or more residents.

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

23. **Recreational Facilities; Amenities.** Lark at Kohl has provided recreation facilities, amenities and areas for the use of residents and guests. So these facilities can be used for resident benefit and be properly maintained, serviced and operated with safety, management will establish schedules and appropriate regulations for the use of each such facility. Residents may be able to reserve use of certain facilities in management discretion. Management may add, remove, upgrade or modify any of the provided recreations 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 proper footwear are required at all times when using fitness rooms and other amenities. No attendant or supervision is provided for any of the recreational facilities, including fitness and weight rooms. The community owner 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, 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.** Internet connectivity is provided throughout the community for use by residents and guests. The business center and other Internet connections 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 at Kohl is prohibited. Users must abide by applicable laws at all times in the course of using community-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 at Kohl. Users of the Internet connection provided by Lark at Kohl 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, within a single marked spot. Vehicles may not be parked to any extent on landscaping, in driveways or ramps, 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 registration with Lark at Kohl may be parked in the parking areas designated for residents at the community, as applicable. Only one vehicle per resident may be parked on the premises. 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. The community 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 the community owner, management and their employees and agents from any claim or liability in connection with parking or towing of vehicles.