COMMUNITY POLICIES

Last revised June 27, 2024

1. **Community Living Standards.** "Community" as used in these Policies refers to the Lark Chapel Hill apartment project and all grounds, and where applicable to the neighboring Chapel Hill community as well. 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 residential apartment 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. **Security and Enforcement of Community Policies and Standards.** Lark Chapel Hill maintains onsite staff and security services available 24 hours per day, 7 days per week, to address and respond to resident concerns, issues of safety or security, or any violations of these Community Policies or applicable law, Residents who observe or wish to report such matters, or who are concerned for their safety or security, are encouraged to contact the management office or to call (828) 944-8303 at any time of the day or night. Calls outside normal business hours are routed to a service that will page employees and/or security personnel and direct them to respond.

4. **Town Ordinances; Drug- and Crime-Free Policy.** Residents and guests must abide by all Town of Chapel Hill ordinances and other applicable laws at all times. 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.

5. **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 office@larkchapelhill.com or by submitting an online work order through the "Residents" link at https://larkchapelhill.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.

6. **Care of Premises.** Stickers, adhesive tape, nails, 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.

7. **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.

8. **Mail and Packages.** Lark Chapel Hill is not responsible for mail delivery by the U.S. Postal Service or other carriers. Lark may (without obligation) accept packages for residents, but is not responsible for loss or damage.

9. **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 $40 per bag (or portion thereof) to be disposed; continued violation may result in agreement termination.
10. **Locks and Keys.** Each resident will be given one electronic key-fob that grants access to the assigned residence, a bedroom key and one mailbox key. 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. Entry into the Lark Chapel Hill building and clubhouse is controlled by a smartphone app; a separate keyfob for this function is also available for purchase for $50. 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 $50 for an electronic key-fob, $25 for a bedroom key and $15 for a mailbox key. No locks may be changed or added to any doors without management's written consent. Keys will not be released or given to any other person except with written authorization from the resident, in management's discretion.
11. **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, breezeway, 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 Chapel Hill 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, breezeways, patios, grounds, windows and doors, will be repaired at the joint and several expense of the residents of the applicable apartment(s).
12. **Plumbing Fixtures.** Sweepings, matches, rags, towels, cigarettes, bottle caps, coffee grounds, bones and other obstructing materials may not be placed or flushed in any plumbing fixture. 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, 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 for use by residents and guests. An empty metal container must be used to dispose of hot ashes from any source, and never around shrubs mulch or in any garbage can. 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. **Smoking; Flammables. Lark Chapel Hill is a 100% non-smoking community.** Smoking (including vaping and e-cigarettes) and burning candles or incense are prohibited in all apartments, on balconies and patios, in breezeway corridors and stairwells, in and around all clubhouse and pool 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. Any lighted smoking product may not be extinguished in mulched areas. Fireworks and explosives are strictly prohibited anywhere in the Lark Chapel Hill community.
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, vaulted ceiling lights 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. Halogen lamps are prohibited.
16. **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 pool area may not be relocated.
17. **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.
18. **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 pool, clubhouse, etc. Management reserves the right to restrict guests from any part of the community or from using any amenity at any time.
19. **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 20 persons (including residents and guests) at any social gathering, whether inside or outside the residence. Loitering in exterior common areas or community facilities, or disturbing others, during quiet times of 11:00 p.m. through 9:00 a.m. is prohibited. Parties must end and disperse by 1:00 a.m. "Open" parties (not restricted to invited guests) 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.
20. **Noise.** Loud and boisterous noise, nuisance noises, or any other objectionable behavior by any resident or guest which may disturb other residents or neighbors 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. All residents and guests must abide by the Noise Control Code for the Town of Chapel Hill, Code of Ordinances Sec. 11-37 *et seq.,* including in outdoor and amenity areas. A residence or individual that is the subject of a noise complaint or responsible for nuisance noises may be referred to law enforcement and will be responsible for any fines, court costs and legal fees associated with a ticket or legal proceeding, will fully reimburse Lark Chapel Hill for any costs, fines and fees and, in management's discretion, will be charged an additional $50 administrative fee. Multiple noise violations may subject the residents of an apartment to agreement termination. **Any noise concern or violation of these policies should be reported promptly to (828) 944-8303, which is monitored 24/7.**

21. **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. 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, 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 the swimming pool enclosure, clubhouse 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 an apartment 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 apartment 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.

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. **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.

24. **Internet Connection.** Internet connectivity is provided throughout the community for use by residents and guests. Users must abide by applicable laws at all times in the course of using owner-provided 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 provided by Lark. Users of the Internet connection provided by Lark must also abide by all acceptable use policies and other rules issued by the community's Internet service provider from time to time.

25. **Severe Weather Preparation**. In the event of severe weather, residents and guests are urged to follow these recommendations: (a) observe evacuation orders issued by local, state or federal agencies; (b) postpone plans if severe weather is imminent; (c) prior to the storm, notify family, friends and neighbors as to your whereabouts and plans; (d) establish a post-storm communication plan; (e) remove items from porches or balconies and close all windows and doors; (f) stock up on bottled water, batteries and ensure you have at least one working flashlight; (g) collect your identification, credit cards and emergency contact information and keep them with you; (h) keep medications with you; (i) do not use plug-in electrical equipment such as hair dryers or toasters during the storm; and (j) in the event of loss of electricity, minimize the number of times the refrigerator and freezer are opened to minimize spoilage.

26. **Personal Safety**. All residents are recommended to follow these precautionary guidelines: (a) when returning to your apartment at night, always use the main community entrance or commonly used walkways; (b) tell your apartment-mates when you will be back; (c) do not walk alone at night and have your keys ready for use when you enter the community and your apartment; (d) when answering the door, see who is there by looking through a window or peephole; if you do not know the person, first talk with them before opening the door, and do not open the door if you have doubts as to the person's identity or their reason for approaching your apartment; (e) never give out keys, gate or lock combinations, or electronic keycards or codes, and if your keys are lost or stolen, call us immediately; (f) do not display your keys in public, leave them visible in common areas, or hide them under doormats or other exterior locations; (g) check your smoke detectors monthly to ensure operation and battery status; (h) check your door locks, window latches and other security devices regularly to be sure they are working properly; (i) close and latch windows while you are gone, particularly when on vacation; (i) keep a complete list of the serial and identification numbers of computer, television and other valuable equipment; (j) keep valuables out of sign by keeping blinds closed and storing items away from windows; (k) never leave a note on your door stating you are not home; (l) immediately report the following to us in writing: any needed repairs of locks, latches, doors, windows, smoke detectors, alarms, gates, exterior lights, railings or other safety or security devices, either inside or outside your apartment. **Any safety or security concerns should be reported promptly to (828) 944-8303, which is monitored 24/7.**

27. **Mold/Mildew Prevention**. Moisture from leaks, humidity, showers or other sources that is allowed to accumulate on interior surfaces can encourage natural mold or mildew growth. Properly using bathroom ventilation/exhaust, air conditioning and regular cleaning or surfaces are together the best way to control moisture accumulation and prevent microbial growth. Prolonged moisture can result from sources such as leaking rainwater, overflows from bathroom fixtures, leaks from washing machines, water heaters or HVAC drip lines, dryer discharge vents being blocked or disconnected, insufficient drying of wet items, plumbing leaks, incomplete caulking/grouting, animal urine, cooking or beverage spills, or steam from cooking. Residents are responsible for providing appropriate climate control, keeping the apartment clean and taking other reasonable measures to prevent mold/mildew accumulation. Any suspected leaks, persistent moisture or mold/mildew growth must be reported to management immediately.

28. **Recreational Facilities; Amenities.** The community has provided recreation facilities, amenities and areas for the use of residents and guests. In order that these facilities 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 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 is required at all times when using fitness rooms and basketball courts. The use of proper footwear is required at all times on or around these areas. No attendant or supervision is provided for any of the recreational facilities, including fitness and weight rooms. 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 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.

29. **Swimming Pool and Spa 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, with a maximum of two guests per resident. Children under 14 must be supervised at all times by an adult.
    C. Pool hours are posted at the entrances 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 permitted in the water.
    H. Running, horseplay, shouting, amplified music, loud noise, nuisance noise or other boisterous conduct is not permitted in the pool area or other common area of the community. Nuisance noises are prohibited by Chapel Hill Code of Ordinances Sec. 11-39.1 and may result in violators being prosecuted and/or fined.
    I. Chairs, tables, umbrellas and other furnishings may not be moved from the pool area.

30. **Parking.** Vehicles may be parked only in those areas 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 displaying valid Lark Chapel Hill registration placards, stickers or decals and subject to a separate parking addendum or agreement with Lark Chapel Hill 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 any 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. Vehicles should not be parked in off-site private lots, on streets designated as no parking or in permit-only zones. Any violation of parking policies will subject the vehicle to being ticketed and/or 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.