

UNCOMMON – Operations

114 Bedford | Madison, WI



TRASH MANAGEMENT:

Uncommon will follow the eco-friendly tone that already exists in Madison by providing a comprehensive trash and recycling program to the residents. Each floor will have two chutes, one dedicated for trash, and the other dedicated for recycling. This highly desirable feature will make recycling easy and convenient for the residents, while reducing the carbon footprint of the building. The main trash room is accessible from the exterior of the building, which will allow convenient access for the waste removal vendor. CA Student Living partners with a waste broker that will provide consultation services to determine the most efficient waste removal program for the property. In addition, they will provide recycling and conservation tips that will be given to the residents upon move-in.

SNOW MANAGEMENT:

Keeping the property grounds clean throughout the winter is management's top priority. Uncommon's onsite maintenance team will be responsible for handling all snow removal duties. The expectation of CA Student Living is that sidewalks should be salted and cleared of snow at all times. If the interior courtyard areas are kept open during the winter, those areas will be shoveled and maintained to the same standards. During large winter storms, the standard practice is to hire additional help through a third party company in order to stay on top of the snow removal, and ensure the property sidewalks are kept clear.

COMMON AREA MANAGEMENT:

The safety and security of our residents is a key priority in all CA Student Living properties. For that reason, each and every common area in Uncommon will be monitored by state of the art security cameras. There will be a total of 71 cameras throughout the property to ensure that every area is under surveillance.

All of the common area amenities throughout the building will only be accessible with the resident's key fob. Requiring key fob access provides additional security and also prevents non-residents from utilizing the amenity areas. In addition, the resident's key fob will get them into the building, as well as into their apartment. Uncommon will not utilize any hard keys for access to the building or the apartments. The only hard keys issued will be for the resident's mailbox and their individual bedroom door. Implementing an electronic key system in the building eliminates the possibility of residents making duplicate copies of their apartment keys and providing them to their friends/significant others, further adding to the level of security for the property.

The outdoor amenity areas are typically open until 10 PM, however, management reserves the right to close those areas earlier if the behavior exhibited by the residents in the evening becomes disruptive to the other residents of the community. Additionally, on the 5th floor Terrace level, there are strategically located raised planters that are 18" deep which will prevent residents from having direct access to the

ledge of the building. This should greatly reduce the chance of objects accidentally falling off of the terrace area onto the street below.

RESIDENT RULES & REGULATIONS:

The following language is added to the resident lease regarding;

COMMON AREAS

- a. **Tenant** shall not permit any guests to use **Facilities** without **Tenant** present;
- b. **Tenant** shall use **Facilities** in a prudent manner, consistent with the customary use of the **Facilities**;
- c. **Tenant** shall not use **Facilities** in a manner which is offensive or dangerous to **Tenant** or any users of **Facilities**;
- d. **Tenant** will follow policies as established by **Landlord** in connection with the operation of **Facilities**;
- e. **Landlord** shall have the right to discontinue providing any or all **Facilities** at any time and for any reason;

BALCONIES, PATIOS, AND WINDOWS

Any item coming off a patio, terrace, or balcony, or out of a window, is strictly prohibited, regardless of intent or if item was thrown, falls, or is otherwise ejected. Tenant understands that in the event that ANY items come off a balcony or window, Tenant will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. Any investigation of alleged incidents will be reported to the University of Wisconsin-Madison and/or applicable educational system.

NOISE

Tenant, members of **Tenant's** family, and guests shall at all times maintain order in **Unit** and at all places on the **Property**, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Landlord reserves the right at any time to fine **Tenant**, contact guarantors, or declare **Tenant** in violation of the **Lease** due to excessive noise and disturbances. **Landlord** and/or its agents on duty are the sole judge(s) of excessive volume Rises, and reserve the right to enforce these rules.

Tenant will be found in violation of this Lease and will be subject to fines and other disciplinary action if Landlord receives notice from the Police Department that noise Rises were excessive.

PARTIES

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the **Property**. Kegs are prohibited on the **Property** and within the **Unit** and on balconies. **Glass containers of any type or any other container containing alcohol are not permitted in common areas of the Property. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.**

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. **Tenant(s)** using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and possible eviction per these RULES AND REGULATIONS. No warning notice will be given and fines and/or eviction may be assessed at the **Landlord's** discretion.

Tenant, on behalf of **Tenant** and **Tenant's** guests and invitees, agrees to use and occupy the **Unit** in strict accordance with all applicable laws, regulations and ordinances, including without limitation those of the University of Wisconsin-Madison and/or applicable educational system. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this **Lease**, and in addition to any other remedy allowed in **Lease** or at law, shall subject the **Tenant** to an immediate fine at minimum \$150.00 and/or eviction. The Property Manager has full discretion regarding disciplinary action depending on the severity of the incident.

WEAPONS

Possession of any weapon or ammunition is prohibited unless authorized by the law. This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

Violations of these RULES AND REGULATIONS will result in Tenant being billed for Landlord's costs, in addition to fines as follows:

- First: A written warning in the form of a first breach of rental agreement will be issued to the **Tenant** stating the first breach.
- Second: A \$250 charge will be assessed against the **Tenant**.
- Third: A \$1000 charge will be assessed against the **Tenant**.
- Fourth: Possible Eviction

PROMOTIONAL EVENTS:

Management/Owner must notify either, the Madison Police Department's Licensing Specialist, Crime Prevention Officer, Patrol Lieutenant, Patrol Commander and/or their designee at least (14) calendar days in advance of any promotional events disclosing: the name of the act(s), dates, times, expected attendance, and any public safety concerns that should be disclosed regarding the nature of the event. I.e. known gang affiliation, acts of violence at previous shows etc.

For purposes of this Security Plan "Notify / Notification" will be defined as: the conveyance of information through an email, print and/or in writing.

COOPERATION/COMPLAINTS/CONCERNS:

1. Management/Owner will maintain communications with establishments located on and adjacent to the premises, and with residents and other businesses that may be affected by patrons or operations of the Management/Owner.
2. Manager/Owner, managing agents, on-duty managers, supervisors and security personnel will cooperate closely with Madison police and neighbors in addressing and investigating complaints and concerns.
3. Manager/Owner's managing agents SHALL meet with the Madison Police Department when requested by the Security Plan Manager or other personnel of the Madison Police Department on matters related to the security plan.

GENERAL PROPERTY SAFETY CONDITIONS

1. Exterior entrances shall be illuminated with a minimum of five (5) foot-candles of light at ground level to six (6) feet vertical between the hours of sunset and sunrise.
2. Existing exterior lamps provided on the building and in the parking areas for security of patrons and employees shall be repaired immediately when the light is not operational to maximize the lighting efficiency.
3. Only ADA locks shall be used on any public restroom doors.
4. Light switches to public restrooms (if provided) shall be inaccessible and incapable of use by anyone other than Management/Owner staff.

5. Landscape plantings shall not conflict with the above lighting standards. Landscape plantings, including trees, shall also be maintained to allow for good surveillance.
6. Any graffiti that may appear on the Management/Owner's property shall be removed or covered within forty-eight (48) hours, upon discovery or when notice is given by the Police Department.
7. All fire lanes shall be properly posted and curbs painted in RED.
8. All debris, including glass and can containers, shall be removed from parking lots and adjacent landscape areas after closing.
9. Closed Circuit Television (CCTV) system shall be installed in and around the property in accordance with a plan/design cooperatively created by the owner and the Madison Police Department. The CCTV must be recorded and the recording medium must be saved for a minimum of thirty-one (31) days.
10. Management/staff must be trained in the retrieval of CCTV imaging and be available 24 hours / 7 days a week.
11. Access control/key fobs for all amenity areas.
12. Access control to all rooftops.
13. Knox box keys and code access is required for PD and Fire Department to gain entry to all entrances. In addition, any keys or fobs required for movement within the building(s) will be provided as well.
14. Mailbox locations will be located in areas of high traffic (no ambush areas / no secluded areas).

STAFFING AND OPERATIONS:

- Offenses & Police Calls for Service -

Management agrees its agents or employees will not commit or knowingly allow violations of Wisconsin state law or Madison city ordinances to occur on the premises utilized by patrons.

Management will also inform its residents that acts and conduct prohibited by the local laws and ordinances are not allowed or tolerated on any premises or parking areas utilized by patrons; and that violators will be subject to criminal prosecution for trespass in addition to any offense charged.

- Management Staff-

Management or its designee are responsible for supervision of all employees, security personnel and agents, and shall identify and/or provide proof of employment for all employees, personnel and agents on the premises when requested by Madison Police.

On-duty employees and agents shall wear clothing and/or name tag that readily identifies them as employees of the Management/Owner.

- Security Personnel & Employees –

1. Management/Owner agrees to provide at least 1 security personnel on the premises from 9:00 PM through 3:00 AM, seven (7) days per week during the first two (2) weeks of the fall and spring semesters. Then from 9:00 PM – 3:00 AM, Thursday, Friday and Saturday nights during the balance of the fall and spring semesters. During the hours described in the immediately preceding sentence, the security person should be “on duty”.

Security personnel may also function as managers; provided that when the security personnel are “on duty” they shall only perform security functions and, while “on duty” shall not also perform any other function for Owner such as manager.

2. Any personnel serving in security capacity on the premises (whether as employee or contractor) **shall**:
 - a. Be at least eighteen years of age.
 - b. Be a citizen or legal resident of the United States who is authorized to seek employment in the United States.
 - c. Not have been convicted of felony or currently be under indictment for a felony.
 - d. Within five years, immediately preceding employment must not have been convicted of any misdemeanor act involving:
 - (i) Personal violence or force against another person or threatening to commit any act of personal violence or force against another person.
 - (ii) Misconduct involving a deadly weapon.
 - (iii) Sexual misconduct.
 - e. Not be on parole, on community supervision, on work furlough, on house arrest, on release on any other basis, or named in an outstanding arrest warrant.
 - f. Not be serving a term of probation pursuant to a conviction for any act of personal violence or domestic violence.
 - g. Not be either of the following:
 - (i) Adjudicated mentally incompetent.
 - (ii) Found to constitute a danger to self or others.
 - h. Not be a registered sex offender.
3. Security may be Contract Security Services or business staff, uniformed, unarmed, and/or DPS licensed.