

## COMMUNITY ADDENDUM

This Community Addendum (this “Addendum”) is made and entered into as of the same date as the Resident Lease Contract (the “Lease”) to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease. In the event of any conflict between the terms of this Addendum and the Lease, the terms of this Addendum shall control. All capitalized terms used herein without being defined herein shall have the meaning ascribed to such terms in the Lease.

### SUMMARY

<b>All installments and fees made payable to:</b>	<b>University Oaks Apartments</b>
NON-REFUNDABLE ADMINISTRATION FEE *Renewals are not required to pay fees twice	\$215.00
SECURITY DEPOSIT	\$0 with Guarantor; \$500 without Guarantor
<b>Other Applicable Fees:</b> *See the Lease, Community Policies, and any other document, as applicable.	
LATE CHARGE *Charged on the fourth (4th) day of the month if Rent is not paid by the third (3rd) day of the month. Rent is delinquent until Rent is paid in full.	A sum equal to 10% of the Monthly Rent
RETURN CHECK CHARGE FOR EACH RETURNED CHECK	\$30.00
TRANSFER FEE from ASSIGNED PREMISES / BEDSPACE TO ANOTHER PREMISES / BEDSPACE	\$100.00
RELETTING FEE	\$200.00
Billing Fee	\$5.00/month
Electricity	Included in Rent
Water/Sewer	Included in Rent
Gas	Included in Rent
Trash/Recycling	Included in Rent
Pest Control *Excludes special treatment for bedbugs, fleas, and other pests as determined in Owner’s sole and absolute discretion.	Included in Rent
Cable TV; Internet	Not Included in Rent
Furniture	2 bedrooms and efficiencies - \$52/month 4 bedrooms and Super 2 - \$55/month
Non-Refundable Pet Fee	\$250.00
Monthly Pet Rent	\$20.00/ month
HOLDOVER DAILY FEE *Plus, any actual damages incurred (including rescheduling contractors and other vendors)	Daily rent amount + \$50/day
INSURANCE NONCOMPLIANCE FEE	\$25

### UTILITIES AND SERVICES:

A. If Owner agrees to furnish water/sewer, trash, pest control, basic cable TV and Internet for the Premises, Resident and the other residents of the Premises must separately pay and provide required deposits for all other utilities, city services, city fees, charges for local and long distance phone service, additional or private lines, information and 911 calls. Except for utilities provided by Owner, Resident agrees that all utilities and services paid for by Resident will be in Resident’s name prior to, but not later than, the Commencement Date or Starting Date. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be

disconnected at any time during the Term of the Lease. Owner is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers or for Resident's use of the Internet.

B. Electricity may be billed by Owner using any third-party billing service. Resident acknowledges that the billing provider is not a public utility. Owner reserve the right to change the third-party billing provider at any time. Any disputes related to the computation of the Resident's bills will be between the Resident and the Owner. Owner will remain the customer of record for electric utilities. The local electric utility provider measures utility usage in each apartment unit and bills Owner directly for such charges. Electric charges for each Premises will be divided equally by the number of residents in each apartment unit to calculate the charges for each occupied bedroom, minus the Utility Credit or conservation cap, if any, listed above. Resident agrees that Owner may estimate any and all utility charges above upon Resident's move-out (or at any other time) and such amounts shall be deemed final.

C. Resident will receive monthly billing statements. If a third-party billing service is used, utility billing statements will include a monthly service charge of \$5.00. The service charge represents the reasonable value of services provided by Owner, or any other utility billing company to allocate the utility costs to the responsible parties, provide billing, and process payments. The monthly service charge is subject to change upon sixty (60) days' written notice of increase sent by first class mail to Resident. Billing statements are payable within seven (7) days of the statement date. The due date for Rent and the due date for utility charges may not coincide. Failure of the Resident to pay the utility charges by their due date will be considered a material breach of the Lease and grounds for termination of the tenancy. All monetary amounts due under this Addendum are deemed Additional Rent. Utility billings will be prorated, as necessary. Any obligation that remains unpaid, including utility charges that have accrued but have not been invoiced when Owner reacquires possession of Resident's Premises, may be deducted from the Resident's Security Deposit. If actual amounts have not been determined before Owner provides Resident with an accounting of Resident's Security Deposit, Owner may estimate the amount based on prior consumption until actual numbers become available. Electric bills that are not paid in a timely fashion are subject to a late fee equal to five percent (5%) of the bill.

D. If it is necessary for Owner to pay any costs or repairs due to failure to pay; failure to activate any utility under Resident's name; or if Resident disconnects any utility before the expiration of the Lease, then Resident will reimburse Owner for such amount plus \$50.00 for administrative costs, and the total amount is payable by Resident as Additional Rent. Resident is responsible for paying for all utilities that are in Resident's name during the lease term even if Resident moves out prior to the termination date. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with the other residents to Owner for such charges which shall be considered Additional Rent. At Owner's option, Resident may be pre-billed for a reasonable estimation of charges for any unbilled period to be calculated based on prior utility charges within the Premises and in accordance with any applicable utility billing laws and regulations. Any failure to pay amounts as listed herein shall result in a default under the Lease.

E. For submeter billing only: If the Premises has a submeter, Electricity will be billed by Owner based on the submeter readings for the Premises. Specifically, the Premises' measured consumption is multiplied by the average rate on the utility provider's bill. The Premises' cost will then be divided by the number of days the Premises was occupied to come up with each resident's charge. If there is a Utility Credit, each month we will apply such Utility Credit to your electric bill. Your monthly bill will cover only electricity consumed within the Premises which exceeds the Utility Credit. In the event the monthly bill is less than the Utility Credit amount listed above, no refund or credit will be applied to your account, but you will not incur any electricity charges due for that month. Your monthly bill for electricity for the Premises will cover only electricity consumed within the Premises. The submeter bill will not include any electricity for common areas or common facilities. Your per-KWH cost will be what the electric utility company charges us for an average KWH, that is, our total bill divided by the apartment community's total KWH consumption. There will be no extra charge of any kind for electrical consumption through your submeter. Billing calculations are governed by Rule 25.142 of the Public Utility Commission of Texas. Your lease provides that you and the other residents are jointly and severally liable for utility costs for the Premises. However, for your convenience, we will bill each resident individually for his or her share of the total bill for the Premises. You must pay your monthly electric submeter bill within seven (7) days after the date when we issue it. If you do not pay it within seven (7) days, you will be liable for a late

payment charge of five percent (5%) of the bill. Your bill must be paid directly to us at the manager's office (or such other place as we designate in writing). If your electric service is disconnected for nonpayment, we can charge you up to \$10 for a reconnection fee. Disconnection of submetered electricity for nonpayment is governed by the Public Utility Commission electric submetering rules. A copy of the rules is attached as Exhibit A.

The billing methods described herein may be changed by Owner by providing Resident with 30 days prior written notice, or by the minimum number of days as required by state and/or local law(s) (whichever is shorter), and Resident acknowledges that in certain situations it is necessary to make a change to the billing method.

**SECURITY DEPOSIT:**

Owner shall provide Resident an itemization of the application of the Security Deposit and a refund of the remaining balance of the Security Deposit, if any, thirty (30) days after termination of the tenancy, delivery of possession of the Premises to Owner by Resident and written notice from Resident of Resident's forwarding address. Owner may also deduct from the Security Deposit its reasonable costs incurred in rekeying security devices required by law if Resident vacates the Premises in breach of the Lease.

**DELAY OF OCCUPANCY:**

If occupancy is or will be delayed for construction, repairs, cleaning, a previous resident's holding over, or any other unforeseen delays, we are not responsible for the delay. The Lease will remain in force subject to: (1) abatement of Rent on a daily basis during delay; and (2) at our option, substitute accommodations may be provided until your Premises is available. Rent abatement does not apply if delay is for cleaning or repairs that do not prevent you from occupying the Premises. The date we make the Premises available is considered the new Starting Date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**DEFAULT BY OWNER:**

We'll act with customary diligence to keep common areas reasonably clean; maintain fixtures, hot water, heating, and air-conditioning equipment; substantially comply with all applicable laws regarding safety and sanitation; and make all reasonable repairs, subject to your obligation to pay for damages for which you're liable. **If we violate any of the above, you may possibly terminate the Lease and exercise other remedies under Texas Property Code Sec. 92.056 by following this procedure:**

- (a) all rent must be current, and you must make a written request for repair or remedy of the condition—after which we will have a reasonable time for repair or remedy;
- (b) if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we'll have a reasonable time to repair or remedy; and
- (c) if the repair or remedy still has not been accomplished within that reasonable time period, you may immediately terminate the Lease by giving us a final written notice.

**You also may exercise other statutory remedies, including those under Texas Property Code sec. 92.0561.**

**DEFAULT BY RESIDENT:**

In the event of default by Resident, Owner's rights shall include, but shall not be limited to, terminating Resident's right to occupy the Premises or terminating the Lease, at Owner's sole discretion, upon three (3) day's written notice to vacate and regain possession of the Premises or in the manner provided by applicable law. It is understood that in the event Owner terminates a Resident's right to occupy the Premises, it shall be a default under the Lease by Resident for such Resident to occupy the Premises. In addition, in the event of Resident's default, Resident shall be liable for and shall pay: (i) a Reletting Fee, as provided herein this Addendum, to offset the costs of reletting the Premises; (ii) all monthly Rent and other charges which are payable during the remainder of the Term of the Lease, which shall be accelerated automatically without notice and shall be immediately due and delinquent; and (iii) any other sums that may be due pursuant to the Lease or applicable law. Resident acknowledges that the Reletting Fee is not a cancellation fee or a buyout fee. The Reletting Fee is a liquidated amount covering only Owner's damages associated with Owner's time, effort, and expense in finding and processing another resident to occupy the Premises. Such damages are uncertain and difficult to ascertain.

In addition to events of default in the Lease, the following events shall be deemed to be Events of Default by Tenant under the Lease (collectively, "Events of Default"): criminal conduct, regardless of whether or where arrest or conviction occurs, including but not limited to: manufacturing, delivering, or possessing a controlled

substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm in the Premises or apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others.

**CASUALTY DAMAGE:**

Subject to Section 20, If the Premises are totally destroyed by an insured peril, or so damaged by an insured peril that, in Owner's reasonable estimation, rebuilding or repairs cannot be substantially completed within 180 days after the date of Owner's actual knowledge of such damage, then either Owner or (if Tenant, guest, or occupant did not intentionally cause such damage) Tenant may terminate the Lease by delivering to the other written notice thereof within 30 days after such damage, in which case, the Rent shall be abated during the unexpired portion of this Lease Term, effective upon the date such damage occurred. Time is of the essence with respect to the delivery of such notices.

**SMOKE DETECTORS:**

**You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. If you do so, you may be subject to damages, civil penalties, and attorneys' fees under Section 92.2611 of the Texas Property Code. In the event you believe that your smoke detector is malfunctioning or needs to be inspected or repaired, you must give us written notice thereof. YOU SHOULD PERIODICALLY TEST EACH OF THE SMOKE DETECTORS IN THE PREMISES AFTER YOU TAKE POSSESSION TO ENSURE THAT EACH IS IN GOOD WORKING ORDER. Owner and Resident affirm that, at the Starting Date of this Lease, the Premises contains a sufficient quantity of properly installed smoke detectors located in proper areas throughout the Premises in compliance with Section 92.251-.257 of the Texas Property Code. Furthermore, Owner inspected all smoke alarms in the Premises on or around the Starting Date, and all were found to either be in working order or were properly replaced in accordance with Section 92.258 of the Texas Property Code. All smoke alarms in the Premises are presumed to be in good working order for the full Term of this Lease unless Owner receives written notice from Tenant indicating otherwise. Resident fully understands that it is solely responsible for the periodic testing and replacement of batteries on the smoke alarms.**

**INSURANCE:**

A. Owner requires that Resident purchase renter's insurance prior to, but no later than, the Commencement Date or Starting Date. **AT OWNER'S OPTION, THE LEASE AND YOUR RIGHT TO POSSESSION OF THE PREMISES MAY TERMINATE IF PROOF OF RENTER'S INSURANCE IS NOT PROVIDED TO THE MANAGER ON, OR PRIOR TO, THE COMMENCEMENT DATE OR STARTING DATE.** Resident shall not be released from any obligations unless Owner agrees in writing.

B. You understand and agree that the Lease and this Addendum require Resident, at Resident's sole expense, to buy and maintain a liability insurance policy during the entire Lease Term and any renewal periods that provides limits of liability to third parties in an amount not less than \$[100,000] per occurrence. The liability insurance policy Resident buys and maintains must cover the actions or inactions of Resident and your occupants and guests, and be issued or underwritten by a carrier of your choice licensed to do business in the state where the Premises is located. The required insurance policy must identify the Owner identified in the Lease (or another entity designated by Owner) as an "Interested Party," "Party of Interest," or additional insured that will be notified by the insurer of any cancellation, non-renewal, or material change in your coverage no later than 30 days after such action. You must provide us written proof of compliance with this Addendum on or prior to the Lease Commencement Date or Starting Date; and if you do not you will not be granted possession of the Premises. You must also provide us written proof of compliance within 7 days of our written request at any other time we request it.

C. You acknowledge that Owner does not acquire or maintain insurance for Resident's benefit or which is designed to insure you for personal injury, loss or damage to your personal property or belongings, or your own liability for injury, loss or damage that you (or your occupants or guests) may cause others. Any insurance policy that insures you for personal injury, loss or damage to your personal property or belongings, or provides you coverage for your own liability for injury, loss or damage that you (or your occupants or guests) may cause others must be bought and maintained solely by you. We do not and are not able to provide you with information on insurance coverage, rates, or terms and conditions. You should instead seek such information from a licensed

insurance company, licensed insurance agent, other licensed insurance professional, or the applicable department of insurance, if any. The department of insurance or other state regulatory agency website at may contain useful consumer information regarding renter's insurance. If the Premises is located in Texas, see the Texas Department of Insurance at [www.tdi.texas.gov](http://www.tdi.texas.gov) or <https://www.tdi.texas.gov/pubs/consumer/cb043.html> for further information. You further acknowledge that we have made no referrals, guarantees, representations or promises whatsoever concerning any insurance or services provided by any insurance company. At all times you have been and remain free to contract for the required insurance with the insurance carrier of your choosing.

D. You understand and agree that your failure to comply with either the requirements herein this Addendum, is a material breach by you of the Lease and an Event of Default under the Lease for which Owner may sue you for eviction. If you fail to buy and maintain insurance as required by this Addendum, we may, in our sole discretion, agree to refrain from filing an eviction against you for your default for not having the appropriate insurance in place upon payment by you to Owner of a fee in this Addendum (the "Insurance Noncompliance Fee"), which you agree is not a liquidated damages amount and which sum shall only apply to each month (or part thereof) you remain in breach of this Addendum. Owner will agree to forego commencement of an eviction based upon non-compliance with this Addendum for a one-month period, during which you shall come into compliance with this Addendum. Our choice to accept money from you to forego pursuit of an eviction for one month does not require us to accept money from you or forego pursuit of our remedies hereunder for any subsequent months. The Insurance Noncompliance Fee is due on the 1st day of the month following the calendar month (or part thereof) during which you do not have the required insurance, with no grace period. PAYMENT OF THE INSURANCE NONCOMPLIANCE FEE DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO BUY AND MAINTAIN INSURANCE AS PROVIDED HEREIN THIS ADDENDUM, DOES NOT CURE THE MATERIAL BREACH AND DEFAULT DESCRIBED HEREIN, IN WHOLE OR IN PART, AND DOES NOT RELIEVE YOU OF ANY OBLIGATION TO COMPENSATE US OR ANY OTHER PARTY INJURED OR DAMAGED BY THE ACTIONS OR INACTIONS OF RESIDENT OR YOUR OCCUPANTS OR GUESTS. You further understand that we will not buy an insurance policy for you or for your benefit, and that nothing in the Lease shall be considered an agreement by Owner to furnish you with any insurance coverage.

E. YOU SHOULD BE AWARE THAT THE REQUIRED INSURANCE POLICY UNDER THIS ADDENDUM DOES NOT PROTECT YOU AGAINST LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS. YOU ARE STRONGLY ENCOURAGED TO BUY INSURANCE THAT COVERS YOU AND YOUR PROPERTY.

#### **RESIDENT'S RESPONSIBILITY FOR SECURITY:**

Owner will comply with the requirements of state law with respect to providing door locks and window latches to the Premises at the Community. Pursuant to state law, the Premises is equipped with: (1) a window latch on each exterior window of the Premises; (2) a doorknob lock or keyed dead bolt on each exterior door of the Premises; (3) a sliding door pin lock on each exterior sliding glass door of the Premises; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the Premises; and (5) a keyless bolting device and a door viewer on each exterior door of the Premises. Additionally, if the Premises has French doors, one door of each pair of French doors, if any, in the Premises has: (1) a keyed dead bolt or keyless bolting device capable of insertion into the doorjamb above the door and a keyless bolting device capable of insertion into the floor or threshold, each with a bolt having a throw of one inch or more; or (2) a bolt installed inside the door and operated from the edge of the door, capable of insertion into the doorjamb above the door, and another bolt installed inside the door and operated from the edge of the door capable of insertion into the floor or threshold, each bolt having a throw of three-fourths inch or more. **At Resident's request, Owner, at Resident's expense, will install: (1) a keyed dead bolt on an exterior door if the door has a doorknob lock but not keyed dead bolt or a keyless bolting device but not a keyed dead bolt or doorknob lock and (2) a sliding door pin lock or sliding door security bar if the door is an exterior sliding glass door without a sliding door pin lock or sliding door security bar. All Resident's requests or notices regarding security devices must be in writing. Resident is required to pay for repair or replacement of Resident's security device if the repair or replacement is necessitated by misuse or damage by the Resident, a member of the Resident's family, an occupant, or a guest, and not by normal wear and tear. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by Texas law.**

**ABANDONMENT:**

**Contractual Lien and Abandonment:** All personal property of Resident in the Premises (except property statutorily exempt by section 54.042 of the Texas Property Code) is subject to a contractual lien to secure payment of delinquent Rent. In order to exercise contractual lien rights, Owner may peacefully enter the Premises (and any storerooms) and remove and store all such property; provided, however, written notice of entry must be left afterward in the Premises in a conspicuous place, along with a list of items removed. If Resident is absent from the Premises for five (5) consecutive days, during the term of the Lease, while all or any portion of the Rent is delinquent, the Premises shall be deemed abandoned. All personal property in abandoned Premises (and all personal property of Resident located elsewhere in the Premises) shall also be deemed to be abandoned. Owner shall have the right to dispose of all abandoned personal property by throwing the property out, giving the property to charity or by selling the property in accordance with the procedures set forth below. Owner shall impose reasonable charges for storing such abandoned or seized property, and may sell same at public or private sale (subject to any recorded chattel mortgage) after ten (10) days' written notice of time and place of same is sent certified mail, return receipt requested, to the Resident at the address of the Premises or at any forwarding address given by Resident to Owner in writing. Sale shall be to the highest cash bidder; proceeds shall be first credited to cost of sale and then indebtedness; and surplus, if any, shall be mailed to Resident at the above address. It is agreed that none of the above procedures shall necessitate prior court hearing or subject Owner to any liability.

**PARKING:**

In addition to the other rights Owner has to tow vehicles in the Community pursuant to applicable law, Owner shall have the right to tow a vehicle that does not display an unexpired license plate or registration by complying with applicable law including giving the owner or operator of the vehicle at least ten (10) days' written notice that the vehicle will be towed from the Community at the vehicle owner's or operator's expense if it is not removed from the parking area.

**EARLY TERMINATION:**

Residents may have special statutory rights to terminate the Lease in certain situations involving family violence, certain sexual offenses, stalking or a military deployment or transfer.

**OTHER LEASE TERMINATION:**

Resident may terminate the Lease as provided herein, provided that: (i) Resident is not in default beyond the expiration of any applicable notice or cure periods; and (ii) upon the terms and conditions set forth below:

Except as otherwise provided in the Lease, there is no early termination clause in this Lease. However, you may be able to transfer your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can transfer this Lease, nor are we obligated to assist you in finding a potential replacement or to fill your bedspace before filling other bedspaces at the Property. Even if we agree to the transfer, you will still be responsible for all the obligations under this Lease unless we specifically agree, in writing, to release you. A Reletting Fee must be paid to us by you, and the new resident must take possession of your bedspace before the transfer will be considered complete. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

Prior to the Start Date, you may terminate this Lease if you will not be attending The University (or any other institution of higher education within 30 miles of the Property), provided you (i) notify us in writing at least sixty (60) days prior to the Start Date of the Term, and pay to us a Termination Fee in the amount of \$750.00, or (ii) notify us in writing less than sixty (60) days prior to the Start Date of the Term, and pay to us a Termination Fee in the amount of \$1000.00. Termination fees must be paid on the date you give us written notice.

After the Start Date, you may terminate this Lease if you are no longer enrolled at, or employed by The University (or any other institution of higher education within 30 miles of the Property), provided you (i) give us sixty (60) days prior written notice, and (ii) pay to us (in addition to the required Rental Installment Payments due during the 60-day notice period) a Termination Fee, on the date you give us written notice, in an amount equal to (a) sixty (60) times the daily rate (calculated by dividing the Total Contract Value (as defined in

Section 4 of the Lease) by the total number of days in the Term of the Lease) (“60-Day Fee”), plus (b) 30 percent (30%) of the balance of the remaining Rental Installment Payments attributable to the unexpired Term of the Lease (following the 60 day notice period).

**ARBITRATION:**

**THIS ARBITRATION AGREEMENT IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, TITLE 9 OF THE UNITED STATES CODE. OWNER AND RESIDENT (THE “PARTIES”) AGREE AND UNDERSTAND THAT THEY CHOOSE ARBITRATION INSTEAD OF LITIGATION TO RESOLVE DISPUTES. THE PARTIES UNDERSTAND THAT THEY HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES IN COURT BUT THAT THEY PREFER TO RESOLVE THEIR DISPUTES THROUGH ARBITRATION, EXCEPT AS PROVIDED HEREIN. EXCEPT FOR ANY EXCLUDED CLAIM (AS DEFINED BELOW), ANY DISPUTE, CLAIM, DEMAND, ACTION, PROCEEDING OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER RELATING TO THIS ADDENDUM, THE CONTRACT, OTHER LEASE DOCUMENTS AND ADDENDA, THE BED SPACE, UNIT, PREMISES, OR THE COMMUNITY, WHETHER FOR DAMAGES OR FOR INJUNCTIVE OR OTHER LEGAL, EQUITABLE OR OTHER RELIEF, WHETHER ARISING UNDER FEDERAL, STATE, LOCAL, COMMON, STATUTORY, REGULATORY, CONSTITUTIONAL OR OTHER LAW, BETWEEN RESIDENT AND OWNER SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE “AAA”) IN THE STATE IN WHICH THE COMMUNITY IS LOCATED. IF OWNER AND RESIDENT CANNOT AGREE ON THE SELECTION OF AN ARBITRATOR WITHIN FIFTEEN (15) DAYS AFTER THE REQUEST FOR ARBITRATION, THE AAA SHALL SELECT AN ARBITRATOR. THE DETERMINATION OF THE ARBITRATOR IN SUCH ARBITRATION SHALL BE FINAL AND BINDING AND MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATOR SHALL ASSESS THE COST OF ARBITRATION AGAINST THE PARTY WHICH IS NOT THE SUBSTANTIALLY-PREVAILING PARTY IN SUCH ARBITRATION.**

**CLASS ACTION WAIVER:**

**RESIDENT AGREES THAT HE/SHE SHALL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM ARISING FROM OR RELATING TO THE CONTRACT, THIS ADDENDUM OR ANY OTHER LEASE DOCUMENTATION. THE PARTIES AGREE AND UNDERSTAND THAT THE ARBITRATOR SHALL HAVE ALL POWERS PROVIDED BY THE LAW AND THIS CONTRACT. THESE POWERS SHALL INCLUDE ALL LEGAL AND EQUITABLE REMEDIES, INCLUDING, BUT NOT LIMITED TO, MONEY DAMAGES, DECLARATORY RELIEF, AND INJUNCTIVE RELIEF.**

**EXCLUDED CLAIMS:**

**AN EXCLUDED CLAIM IS ANY ACTION, PROCEEDING OR CAUSE OF ACTION BY OWNER OR ITS AGENT FOR THE EVICTION OF RESIDENT FROM THE PREMISES, TO RECOVER POSSESSION OF THE PREMISES, OR TO COLLECT PAST-DUE RENTS OR OTHER SUMS DUE UNDER THE CONTRACT, THIS ADDENDUM OR ANY OTHER LEASE DOCUMENTATION. AN EXCLUDED CLAIM ALSO INCLUDES ANY ACTION, PROCEEDING OR CAUSE OF ACTION BROUGHT BY RESIDENT PURSUANT TO CHAPTER 92 OF THE TEXAS PROPERTY CODE. AN ACTION ON AN EXCLUDED CLAIM SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE STATE IN WHICH THE COMMUNITY IS LOCATED. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE CONTRACT.**

Resident acknowledges that Resident has read this Addendum. **RESIDENT ALSO ACKNOWLEDGES, UNDERSTANDS AND AGREES TO THE ARBITRATION AND CLASS ACTION PROVISIONS IN THIS ADDENDUM. RESIDENT ACKNOWLEDGES THAT THIS ADDENDUM IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting this Addendum electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.