

SUMMERLAKE HOMEOWNERS ASSOCIATION, INC. LANDSCAPE CONTRACT

This agreement between the Summerlake Homeowners Association and the Contractor is for a twelve (12) month period beginning January 1, 2011 and ending December 31, 2011. This property is located at the intersection of Warwick Blvd. and Boxley Blvd. in Newport News, VA. Areas to be maintained are highlighted in attachment 1 of this document.

The Contractor will supply all materials, equipment and labor to accomplish the following services:

- **MOWING:** The turf areas of Summerlake's common areas are comprised of approximately 91,479 sq. ft. This includes culvert areas without "rip-rap". Mowing of the turf areas will be done every 7 to 10 days during the growing season (April thru October) and as required during the rest of the year (November thru March) to keep the area looking neat and well maintained but not less than 33 cuts per year. Grass will not be cut to less than 3" during the hot weather of summer and not less than 2 ½" during the cool weather of spring and fall. During the pool season, Memorial Day to Labor Day, this also includes the grass area inside the pool fence. All clippings and dirt to be blown off sidewalks, parking lot and curb swales with each cutting.
- **EDGING, WEED CONTROL AND CLEANUP:** Grass around buildings, fence lines, shrubbery, flower/mulch beds, trees, parking lot and curbs that abut the common areas will be trimmed and edged with each cutting with a string trimmer.

Flower/mulch beds and culvert areas with "rip-rap" will be kept free of weeds by either manual or chemical means. If chemicals are used, the dead debris will be removed during the next visit by hand. This weed control includes the beds and pots inside the pool fence. Contractor is responsible for damage to flower, shrubbery, trees, windows or signs caused by personnel, equipment or chemicals.

Removal of all leaves and trash from the tennis courts weekly for the duration of this contract.

Removal of grass and weeds growing within curb swales and other hard surface areas bi-weekly. Chemical means can be used as long as dead debris is removed with next visit.

Removal of all trash, debris, limbs/branches from flower/mulch beds, sidewalks, parking lot and fence lines with each cutting.

Removal of all clippings, debris, trash, limbs/branches at the time of service from the site. Common areas (woods) will not be used for disposal of same. It must be taken off site and disposed of. Contractor will notify the representative if he sees that someone is dumping debris in the woods areas.

Care will be taken at all times to prevent grass or other debris from being thrown into air conditioning units or other equipment and parked vehicles.

- **LEAF REMOVAL:** Fallen leaves will be removed from all turf areas, shrubbery, flower/mulch beds, curb swales, walkways and parking lot on the following schedule: 6 times during the months of October, November and December and as required during the rest of the year in order to keep a neat appearance of the grounds. In the Spring, gumballs and maple tree fluff will be blown and cleared from the curb swales that abut the common areas at least twice. All leaves and other debris will be taken off site for recycling or disposal.
- **SHRUBBERY:** Shrubby will be trimmed and pruned three times a year or as needed to maintain a symmetrical and neat appearance. Spot pruning will be done as necessary to remove dead or diseased growth, prevent obstruction of walkways, entrances and to maintain a neat appearance. Swimming pool and parking lot area must be clearly visible from Summerlake Lane. Contractor will cut back all undergrowth to 24" and cut any low hanging limbs from trees in this area. Low hanging branches from trees 12 feet or more that may obstruct driver's or walker's safety will be removed. All debris is to be removed from site. Any other tree work due to storms or rot is not included in this contract. Shrubby inside the pool fence to be maintained at or below fence height.

Crepe myrtles will be selectively pruned in February, if required. Spent flowers to be removed when blooming season is finished. Suckers to be removed as part of maintenance.

Azaleas at the front entrance will be pruned sufficiently after the blooming period and during the year, if necessary, to keep them from obstructing the sign or driver's view of Boxley Blvd.

- **LAWN APPLICATION SERVICES:** Contractor will aerate all turf areas using a "core" type aerator in the Fall and in conjunction with overseeding/fertilizing. All cores to be removed from walks, curb swales and parking lot. Core can be left on turf areas. Overseed the turf areas

using 5 lbs of seed per 1,000 sq. ft. Seed to be of a turf type developed for the Tidewater area, such as Titan or other "Blue Tag" seed. Bare dirt areas to be scarified and seeded using 8 lbs. of seed per 1,000 sq. ft.

Contractor will fertilize all turf areas 3 times per year. The first application to be in late February or before March 12 and will be a type that combines pre-emergence crabgrass and fertilizer such as 16-4-8 w/barricade. The second application to be in the fall with "starter" fertilizer to be done in conjunction with over seeding. The third application to be in December with a high nitrogen fertilizer such as 28-0-0.

A broad spectrum herbicide will be sprayed on weed infested turf areas in late March or early April. A second application to be done in late October or early November or at the appropriate time after over seeding is done.

- **FLOWERS:** Seasonal flowers to be planted in the entrance beds and beds at entrance to parking lot. Pansies to be used in the fall and begonias in the spring. Displays will be large and showy enough to be clearly visible and attractive from passing traffic. Costs for flowers not to exceed \$1,500 unless discussed with Association representative. Contractor will remove flowers at the end of the season.
- **GENERAL INFORMATION:** Work will be performed on weekdays between the hours of 8:00 AM and 5:00 PM. Saturdays may be used in the event of inclement weather or major equipment failure. Any maintenance inside the pool fence, during the swimming season, must be finished by 10:30 AM.

Contractor will notify the Association representative within 24 hours of a condition which is hazardous or potentially hazardous to the Association residents or property. Examples include but are not limited to nests of stinging insects, sinkholes, dead trees, limbs, et cetera.

All work will be performed in a professional and workmanlike manner by experienced and well trained personnel.

The practices and procedures employed will be according to accepted industry standards. All vehicles and equipment will be operated safely, utilizing well maintained equipment

Contractor will carry at least a \$1,000,000 (one million) dollar liability policy and worker's compensation coverage required by law and will provide proof of same to the Association in conjunction with the signing of this contract. Contractor is responsible for obtaining any licenses and/or permits required for services on Association property.

Contractor agrees to be liable to the Association for damages to the Association's and/or owner's physical property caused by the negligence of Contractor's employees. Contractor is not responsible for damages from flooding, storms, wind, fire, cold or vandalism. This contract does not include snow removal.

- **TERMINATION:** This contract may be cancelled by either party, with cause, upon thirty (30) days written notice. Either party shall have an opportunity to cure deficiencies within ten (10) days of receipt to terminate.
- **PAYMENT TERMS:** All labor, equipment and material necessary to accomplish this contract, excluding additional services, shall be provided for the sum of _____ payable in 12 equal monthly payments of _____.
- **ENTIRE AGREEMENT:** This contract constitutes the entire agreement and understanding by and between the Contractor and Summerlake Homeowners Association. This contract may only be amended, modified or supplemented in writing executed by both parties. This document is a proposal until signed by Contractor and Summerlake Homeowners Association.

Contractor Name: OPEN HAND LANDSCAPING INC.
Authorized Signature: PRESIDENT, *Brian D. Dyer*
Date: 10/17/10

Summerlake Homeowners Association
Authorized Signature: *Susan L. Engeman*
Date: 12-10-10

- **MULCH:** Mulch to be priced as a separate item. Price color enhanced, triple shredded hardwood bark mulch, approximately 100 yards or amount sufficient to maintain a uniform 2-4 inch depth in the established mulch areas. Mulching to be done in March. Bed edging to be done yearly or bi-yearly as part of mulch installation.

Mulch Price: _____

Contractor: _____

Summerlake HOA: *Susan L. Engeman*