

SERVICES CONTRACT
(Lawn and Landscape Maintenance)

This agreement, effective January 1, 2012, is made and entered into by and between **BellaVita at Green Tee Home Owner's Association, Inc.** (hereinafter, the "Association") and **Houston Lawn Services** (hereinafter, the "Contractor.") The terms and conditions of this contract shall remain in effect for 3 years beginning January 1, 2012.

The parties mutually agree on the following terms and conditions:

- I. The following areas shall be maintained:
 - A. Home Owner Front Yards – front and side yards of all home owner owned units, the number of which will increase as additional units are sold.
 - B. Clubhouse and Common Area - any and all real property and easements owned by the Association for the common use and enjoyment of the home owners, including the clubhouse grounds and various lots, reserves, and easements throughout the subdivision that are owned by the Association.
 - C. Lake Area - grounds adjacent to the water

II. Landscape Maintenance Services

A. Lawn Mowing, Edging and Trimming

1. Home Owner Front Yards and Clubhouse and Common Area shall be mowed, edged and trimmed 42 times per year per the attached schedule; however, a maintenance crew and foreman will be onsite weekly for landscape detail.
2. Litter shall be removed from all lawn areas before mowing.
3. Lawn areas, headers and other structures shall be edged evenly every time the lawn is mowed.
4. Grass growth against buildings, trees, sprinkler heads and other structures shall be trimmed every time the lawn is mowed.
5. All landscape debris shall be removed from all pavements adjoining the lawn.
6. Contractor will ensure debris is not blown into storm sewers.

B. Lawn Fertilization

1. Home Owner Front Yards and Clubhouse and Common Area shall be fertilized 3 times per year at a rate per label instructions, and contractor shall notify home owners on the day before the application by posting a sign at a location visible to home owners.
2. Fertilization shall take place in April, July and September with the appropriate composition for that season.

C. Lawn Weeds, Insects and Disease Control

1. Home Owner front yards, Clubhouse and Common Area shall be treated for weeds, insects and disease control.
2. Talstar (or equivalent) shall be applied two times a year once in May and again in July at a rate per label instructions.
3. Round-up shall be sprayed on weeds and grass that grows through pavement in the parking areas and sidewalks when mowing is done, if needed.
4. Ant mounds are treated on a weekly basis when mowing is done, as needed.

5. Weeds shall be pulled by hand in the flowerbed areas on a weekly basis when mowing is done, per the attached schedule.
 6. Brown patch treatment shall be applied in September as per label instructions.
- D. Shrub Maintenance and Fertilization*
1. Shrubs in Home Owner front yards, Clubhouse and Common Area shall be trimmed and fertilized per the attached schedule.
 2. Shrubs will be trimmed on a monthly basis, if needed; however, shrubs will be trimmed no less than 4 times per year.
 3. Crepe Myrtles shall be trimmed annually in January.
 4. Flowering shrubs shall only be trimmed at the request of home owners or the Association
 5. Regular inspections will be made to determine if damaging insects or diseases are present in shrubs and home owners and/or the Association will be notified before additional treatment is performed. Additional treatment will be performed if approved, and those costs will be invoiced separately to the home owner or the Association.
 6. Diseased, broken or dead branches will be removed as needed.
 7. Shrubs shall be fertilized 3 times per year at a rate per label instructions.
 - a. Shrubs shall be fed with a balanced fertilizer when the lawns are fed.
 - b. In April shrubs shall be fed with a fertilizer and a disease and insect control.
 8. Trees, other than crepe myrtles, are not trimmed.
 9. All palms trees in the Clubhouse and Common Areas are trimmed twice a year per the attached schedule.

III. Lake Area Maintenance

- A. The Lake Area shall be mowed, edged and trimmed 21 times a year per the attached schedule.

IV. Other Services

- A. Front gutters in Home Owner front yards are cleaned once a year, upon home owner request, for homes that have large trees in the front yard area. This is billed to the Association. Gutters in home owner back yards are the responsibility of the home owner.
- B. All flowerbeds, including tree areas, in Home Owner front yards shall be thoroughly cultivated and mulched once per year between the months of December through February at no additional cost. Weeds will be pulled before the mulch is applied.
- C. All flowerbeds, including tree areas, in Clubhouse and Common Area shall be cultivated and mulched once per year between the months of December through February.
- D. Flowers shall be installed at the request of the Grounds Committee, up to 4 times a year, in specific areas of the Clubhouse and Common Area, including at the clubhouse fountain area, the pool area and the Bella Vita Drive area.
- E. Home owner sprinkler systems will be checked on request. Upon approval by the association, routine repairs will be billed to the Association. Upon approval by the homeowner, enhancements and line repairs are the responsibility of the homeowner.

- F. Common area sprinkler heads will be checked once a month and cleaned when necessary.
- G. A 5 foot strip shall be mowed around the perimeter of the subdivision per attached schedule.
- H. Monthly meeting shall be held with Contractor to review contract.

V. The Bella Vita Home Owners Association agrees to pay Houston Lawn Service for the services described above at the following prices and conditions:

- A. Home Owner's Front Yard Maintenance \$11.29 plus tax per cutting per home
- B. Clubhouse and Common Area Maintenance \$526.28 plus tax per cutting
- C. Lake Area \$154.50 plus tax per cutting
- D. Home Owner Front Yard gutter cleaning \$10.00 plus tax per home
- E. Flower installation \$19.00 per flat plus tax.
- F. Clubhouse and Common Area mulch \$40.00 per cubic yard plus tax.
- G. Sprinkler system maintenance \$25.00 per hour plus parts at cost plus tax after approval by the Association.
- H. Additional services may be provided, after quotes are submitted for approval by the Association.
- I. All palm trees in the Clubhouse and Common Areas shall be trimmed at \$500.00 per trimming.
- J. Perimeter of subdivision will be mowed for \$150.00 per month per schedule.
- K. Houston Lawn Service shall submit invoices on recurring work once a month detailing the services performed. Invoices for all other work shall be submitted to AMI within 30 days of the date that the work is completed.
- L. Monthly meeting will be held with contractor to review maintenance schedule and active issues.

VI. For as long as this Contract shall be in effect, Contractor shall maintain at its own expense insurance satisfactory to Association and at minimum limits as follows:

- A. Workers' Compensation Insurance to cover full liability under the Texas Workers' Compensation laws and Employer's Liability insurance;
- B. Contractor's normal and customary comprehensive general liability insurance coverage, with limits of not less than \$1,000,000 for bodily and personal injury, death, or property damage resulting from each occurrence; and
- C. Comprehensive automobile liability insurance coverage covering all owned, non-owned, and rented automotive equipment used in connection with the Work, with limits of not less than \$300,000 per occurrence for bodily and personal injury, death, or property damage.
- D. Certificates of all insurance shall be furnished to Association upon request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Contract. Nothing contained in this agreement shall limit or waive Contractor's legal or contractual responsibilities to Association or others.

This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all other contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

This contract may be cancelled by either party at any time with thirty (30) days written notice via certified mail to the addresses below.

This contract is hereby agreed to and accepted by the parties and their authorized representatives.

IN WITNESS THEREOF the parties have caused this agreement to be executed on this the 14 day of June, 2012.

Houston Lawn Services
P.O. Box 218076
Houston, Texas 77218-8076

Signature: [Handwritten Signature]

Title: President

BellaVita at Green Tee HOA
1548 N. Riviera Circle
Pearland, Texas 77581

Signature: [Handwritten Signature]

Title: President, BV HOA

Signature: [Handwritten Signature]

Title: TREASURER

Bella Vita Lawn and Landscape Maintenance Schedule

SERVICES	PRICE PER CONTRACT	UNIT OF MEASURE	NUMBER OF ITEMS PER MONTH											
			Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
Home Owner's Front and Side Lawns Cut, Edged and Trimmed	\$11.20	per cutting	2	2	3	4	5	4	4	4	4	5	2	2
Clubhouse Area and Common Area Cut, Edged and Trimmed	\$510.95	per cutting	2	2	3	4	5	4	4	4	4	5	2	2
Lake Area Cut, Edged and Trimmed	\$150.00	per cutting	1	1	2	2	2	2	2	2	2	2	2	1
Gutters, Home Owner's Front Cleaned	\$10.00	per home												
Flowers, Clubhouse Area	\$19.00	per flat	1						1					1
Sprinkler System, Home Owner's and All Other Areas on Request	\$29.00	per hr.												
Clubhouse and Common Area Palm Trees Trimming	\$500.00	per trimming												
Additional Services as Amended	\$2,000.00	per est.												
Mulch, Clubhouse Area, Common Area	\$40.00	per cu. yd.	1 or 1											
Mulch, Home Owner's Front and Side Lawns	\$0.00	per home	1 or 1											
Ant Mounds Spot Treated, as needed	\$0.00	per cutting	2	2	3	5	5	4	4	4	5	2	2	2
Fertilizer Applied	\$0.00	per sch.			1		1				1			
Insecticide Applied	\$0.00	per sch.					1							
Fungicide Applied	\$0.00	per sch.								1				