

**SERVICES CONTRACT**  
**(Lawn and Landscape Maintenance)**

This agreement, effective January 1, 2015, is made and entered into by and between **BellaVita at Green Tee Homeowner's Association, Inc.** (hereinafter, the "Association") and **Rusticscapes**(hereinafter, the "Contractor.") The terms and conditions of this contract shall remain in effect for 3 years beginning January 1, 2015.

The parties mutually agree on the following terms and definitions:

- I. The following areas shall be maintained:
  - A. **Homeowner Front Yards** – front and side yards (to the fence) of all homeowner owned units.
  - B. **Clubhouse, Annex 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, entrance to the subdivision and various lots, reserves, mailbox areas, area between the lake sidewalk and homeowner's fence, and easements throughout the subdivision that are owned by the Association.
  - C. **Lake Area** - grounds adjacent to the water to the lake sidewalk including land between large and small lake.

**II. Common Area, Homeowner's front yards, Clubhouse and Annex, Lake Area Landscape Maintenance Services**

**A. *Lawn Mowing, Edging and Trimming***

- 1. **Mowing of clubhouse area, common areas and homeowner's front yards:** Shall be mowed, edged and trimmed 42 times per year. Maintenance crew and foreman will be onsite weekly for landscape detail.
- 2. **Mowing of lake area:** Shall be mowed, edged and trimmed 21 times a year.
- 3. **Litter:** Shall be removed from all lawn areas before mowing.
- 4. **Edging:** Lawn areas, headers and other structures shall be edged evenly every time the lawn is mowed. Grass growth against buildings, trees, sprinkler heads and other structures shall be trimmed every time the lawn is mowed.
- 5. **Landscape debris:** Shall be removed. Contractor will ensure debris is not blown into storm sewers or lake.

**B. *Fertilization, Lawn Weeds, Insects and Disease Control***

- 1. **Homeowner front yards, clubhouse and common areas:** Shall be fertilized 3 times per year per label instructions in March, July, and September, but may vary due to weather and grass conditions,
- 2. **Notification of fertilization/insecticide/disease control:** Contractor shall notify grounds committee 2 weeks prior to fertilization and notify home owners on the day before the application, by posting signage.
- 3. Contractor shall treat for weeds, insects and disease control.
- 4. **Insecticide/Disease Control:** Shall be applied two times a year per label instructions.

5. **Weeds:** Round-up shall be sprayed on weeds and grass in concrete areas when needed.
6. **Weeds:** Shall be pulled by hand in the flowerbed areas on a weekly basis and disposed of properly.
7. **Ants:** Ant mounds shall be treated on a weekly basis, where needed.
8. **Brown patch:** Treatment shall be applied in September and October as per label instructions and as lawn conditions require, but may vary due to weather and grass conditions.

**C. *Shrub Maintenance and Fertilization***

1. **Shrubs:** Shall be fertilized 3 times per year per label instructions. Shrubs shall be fed with a balanced fertilizer when the lawns are fed.
2. **Shrubs:** Shall be trimmed no less than 4 times a year. Homeowner may request trimming by service request through First Service Residential (hereafter referred to as FSR).
3. **Crepe myrtles:** *Common area* crepe myrtles shall be trimmed annually in January, upon instruction by grounds committee only. Crepe myrtles that do not extend over the eave of the house in homeowner's front yards shall be trimmed at no additional cost to the Association, only upon homeowner request through FSR.
4. **Flowering shrubs:** Shall be trimmed only at the request of homeowners or the Association by a work order generated by the homeowner through FSR.
5. **Inspection for disease:** Diseased shrubs shall be treated at the request of the homeowner by a work order generated by the homeowner/Association through FSR. If approved by the homeowner/Association, treatment will be performed by Contractor.
6. **Trees not trimmed:** Trees other than crepe myrtles are not trimmed.
7. **Palms:** Clubhouse and common areas palm trees shall be trimmed twice a year (March and October).

**D. Other Services**

1. **Gutters:** Homeowner front gutters shall be cleaned a maximum of once a year when requested by a service order generated by the homeowner, through FSR, for homes that have large trees in the front yard area. This will be billed to the Association by the Contractor. Gutters in back yards are the responsibility of the homeowner.
2. **Mulch:** Flowerbeds and tree areas shall be thoroughly cultivated and mulched once per year between December and February. Weeds shall be pulled before the mulch is applied.
3. **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 the clubhouse fountain area, the pool area and the Bella Vita Drive area.
4. **Homeowner Sprinkler systems:** Homeowner systems shall be checked/repared by a service request generated by the homeowner, through FSR. Upon approval by the association, routine repairs shall be billed to the Association. Enhancements and line repairs are the responsibility of the homeowner.

5. **Association Sprinkler systems:** Common area sprinkler heads will be checked once a month and cleaned/repared when necessary.
6. **Perimeter mowed:** Minimum 5 foot strip shall be mowed around the perimeter of the subdivision. The west perimeter shall be mowed with a 30 ft. strip. (12 times a year)
7. **Contract Review Meetings:** Contractor shall meet with grounds committee representative to review contracted work, maintenance and active issues when requested.

**III. The BellaVita Homeowners Association agrees to pay Contractor for the services described above at the following prices/rates:**

- A. Homeowner front yard maintenance \$11.50 plus tax per cutting per home
- B. Clubhouse and common area maintenance \$536.27 plus tax per cutting
- C. Lake area \$157.43 plus tax per cutting
- D. Homeowner front yard gutter cleaning \$10.00 plus tax per home
- E. Flower installation \$25.00 per flat plus tax.
- F. Clubhouse and common area mulch \$50.00 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. Palm trees at the clubhouse and common areas shall be trimmed at \$750.00 per trimming.
- I. Perimeter of subdivision shall be mowed at \$150.00 per month.
- J. Contractor shall submit invoices to FSR on recurring work once a month detailing the services performed. Homeowner irrigation invoices shall be submitted to FSR within 30 days of the date that the work is completed. A paper copy signed by the homeowner of satisfactory work shall be given to a grounds committee representative for payment approval. Invoices for other work shall be submitted to FSR within 30 days of the date that the work is completed.
- K. Additional services shall be provided after quotes are submitted for approval by the Association.

**IV. 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.
- 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. Contractor's insurer shall provide to the HOA, certificates of all insurance upon request and in January of each contract year. 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 ninety (90) 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Rusticscapes  
P. O. Box 1155  
Bellville, Texas 77418

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_