

SERVICES CONTRACT
(Lawn and Landscape Maintenance)

This agreement, effective January 1, 2010, 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 parties mutually agree on the following terms and conditions:

- I. The following areas will 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
 - D. Retention Area - grounds in and around the dry retention area

- II. Landscape Maintenance Services
 - A. 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 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 of application by posting a sign at a location visible to home owners.
 2. In April fertilize with 26-4-12.
 3. In July fertilize with 20-5-15.
 4. In September fertilize with 5-5-25.

C. Weeds, Insects and Disease Control

1. Home Owner Front Yards and 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, if 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 and 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.
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 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 home owners 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.
 - b. Acid plants shall be fertilized with a special acid-forming fertilizer after the plant blooms.
 - c. 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 at cost of \$500.00 twice a year per the attached schedule.

III. Lake Area and Retention Area Maintenance

- A. The Lake Area shall be cut 21 times a year per the attached schedule
- B. The Retention Area shall be cut 21 times a year per the attached schedule.

IV. Other Services

- A. Gutters in Home Owner Front Yards are cleaned once a year, upon home owner request, for homes that have large trees in the area at a cost of \$10 per home, 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 cultivated and mulched once per year between the months of December through February at no additional cost.
- 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 at a cost of \$40.00 per cubic yard.
- 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 at a cost of \$19.00 per flat.
- E. Home owner sprinkler systems shall be checked on request and repaired after approval by the Association and will be billed to the Association at a rate of \$52.50 per hour plus parts. Enhancements to sprinkler systems will be done only after receiving authorization from the home owner. The home owner will be responsible for the expense and will be invoiced separately.

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 \$10.96 plus tax per cutting per home
- B. Clubhouse and Common Area Maintenance \$510.95 plus tax per cutting
- C. Lake Area \$150.00 plus tax per cutting
- D. Retention Area \$150.00 plus tax per cutting
- E. Home Owner Front Yard gutter cleaning \$10.00 plus tax per home
- F. Flower installation \$19.00 per flat plus tax.
- G. Clubhouse and Common Area mulch \$40.00 per cubic yard plus tax.
- H. Sprinkler System Maintenance \$52.50 per hour plus parts at cost plus tax after approval by the Association.
- I. Additional services may be provided, after quotes are submitted for approval by the Association.
- J. All palm trees in the Clubhouse and Common Areas shall be trimmed at \$500.00 per trimming.
- K. Houston Lawn Service shall submit invoices once a month detailing the services performed.

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 18th day of November, 2009.

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

BellaVita at Green Tee Home Owner's Association, Inc.
1548 N. Riviera Circle
Pearland, Texas 77581

Signature: [Handwritten Signature]
Title: _____

Signature: [Handwritten Signature]
Title: President, BVHOA
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-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10			
Home Owner Front Yards Maintenance	\$10.96	per mowing, per house	2	2	3	4	4	5	4	4	4	4	4	3	2	2	42
Clubhouse and Common Area Maintenance	\$510.95	per mowing	2	2	3	4	4	5	4	4	4	4	4	3	2	2	42
Lake Area Mowed	\$150.00	per mowing	1	1	2	2	2	2	2	2	2	2	2	2	1	21	
Retention Area Mowed	\$150.00	per mowing	1	1	2	2	2	2	2	2	2	2	2	2	1	21	
Clean Gutters, Home Owner Front Yards	\$10.00	per home	As requested														
Plant Flowers, Clubhouse Area	\$19.00	per flat	As requested														
Sprinkler System, Home Owner Yards	\$52.50	per hr.	As requested														
Sprinkler System, Clubhouse and Common Area	\$52.50	per hr.	1	1	1	1	1	1	1	1	1	1	1	1	1	1	12
Clubhouse and Common Area Palm Trees Trimming	\$500.00	per trimming	1														
Mulch, Clubhouse and Common Area	\$40.00	per cu. yd.	1														
Mulch, Home Owner Front Yard	N/A	per home	1														
Weeds Pulled by Hand and Round Up Applied, as needed	N/A	per mowing	2	2	3	4	4	4	4	4	4	4	4	3	2	2	42
Ant Mounds Spot Treated, as needed	N/A	per mowing	2	2	3	4	4	4	4	4	4	4	4	3	2	2	42
Lawn Fertilizer, Home Owner Front Yards & Clubhouse and Common Areas	N/A	per sch.	1														
Shrub Fertilizer, Home Owner Front Yards & Clubhouse and Common Areas	N/A	per sch.	1														
Insecticide, Home Owner Front Yards and Clubhouse and Common Areas	N/A	per sch.	1														
Fungicide, Home Owner Front Yards and Clubhouse and Common Areas	N/A	per sch.	1														