LANDSCAPING & MAINTENANCE SERVICES

FOR

KENSINGTON VILLAGE

HOMEOWNERS ASSOCIATION OF FAYETTEVILLE, INC.

Issued: September 24, 2020

Prepared and Approved by:

Kensington Village Board of Directors

LANDSCAPING & MAINTENANCE SERVICES

Definitions:

"Owner" is Board of Directors Kensington Village Homeowners Association of Fayetteville, Inc.

"Contractor" is one who is licensed and bonded in the State of North Carolina to provide the means and methods to achieve desire requirements of this contract.

Purpose of Contract:

Kensington Village Homeowners Association of Fayetteville, Inc. has a requirement for landscaping and maintenance services at various common areas in which all residents of Kensington Village have an ownership interest. Kensington Village is a housing development of single-family detached houses. The development is made up of approximately 130 houses which are well designed, constructed, landscaped and maintained. The community is governed by a strict set of conditions, covenants and restrictions in order to maintain an aesthetically pleasing neighborhood appearance that supports and enhances each homeowner's pride of ownership.

No modifications, qualifications, exclusions, and or clarifications to the scope of work may be made to this form. Failure to comply in full with these requirements may be grounds for termination of this contract.

SCOPE OF WORK

Kensington Village Homeowners Association of Fayetteville, Inc. proposes to contract general landscaping maintenance for all common areas located within the Kensington Village residential community. All labor, materials and equipment necessary to perform the work require for the maintenance of lawns, ground-cover, annuals, perennials, shrubs and trees shall be provided by the contractor. This maintenance shall include but not be limited to lawn mowing, lawn edging, pruning, weeding, deadheading, replacement planting (as approved by Kensington Village Homeowners Association of Fayetteville, Inc.), loose trash removal and leaf removal.

The following services are being sought to meet standard landscaping maintenance requirements:

LAWN AREAS

1. **Mowing and Edging**

    a. Cutting schedule as follows; every **2 weeks** for the months of **April** through October for a total of **14** times. For the months of November through March just edging, weeding and cleaning of entrance will be required. Cutting is requested to take place on Wednesday, Thursday or Friday between the hours of 8 AM and 6 PM. NO WEEKEND MOWING

    b. Lawn areas to be mowed at the appropriate height to keep a neat appearance.

    c. Edging and Trimming will be done with each mowing.

    d. Edging and Trimming will be done at all curbs, bed edges, tree wells and mow strips.

2. **Removal of Grass Clippings**

Grass clipping and other yard waste will be removed by contractor and disposed of off-site.

3. **Blowing**

Contractor will use a blower to remove all yard waste produced by contractor's activities from paved surfaces, including driveways, sidewalks and streets.

4. **Entrance way**

Entrance way to be cleaned of all rocks and debris from road and curb and gutter.

This is to be done from Camden Road to the open gazebo.

TREES, SHRUBS AND GROUND-COVERS

1. **Bed Raking**
    a. River Rock is used for bed cover. Raking will need to be performed on a rotation basis to maintain a neat and clean appearance.
    b. Adding of River Rock will need to take place from time-to-time in order to maintain complete coverage in bed areas.

2. **Pruning**
    a. Pruning will be required of all trees, shrubs and ground-cover in order to maintain a neat and clean appearance.
    b. Shrubs will require pruning three (2) times per year in order to maintain a neat and clean appearance.
    c. Crepe Myrtles will require pruning once a year prior the December 31st.

3. **Ground-cover**
    a. Two beds at entrance to be filled two time (2) a year in order to maintain a neat and clean appearance.

4. **Weed Control**
    a. Weeds to be removed from beds as needed in order to maintain a neat and clean appearance.

IRRIGATION

Contractor is responsible for replacing irrigation heads that are damaged by their cutting equipment. All other irrigation failures will be addressed on a as needed basis.

OPTIONAL SERVICES

Written recommendations and cost estimates will be submitted upon request by the Kensington Village Homeowners Association of Fayetteville, Inc. Board of Directors for any service that is outside the scope of work within this contract.

LEGAL REQUIREMENTS

1. Contractor will provide all insurance required by law. A copy of this insurance will be provided prior to any work being done.

2. Contractor will have all licenses required by the State of North Carolina

BILLING AND PAYMENT DATES

1. Net Monthly services will be $700.00 per month and will be billed by the 25th of the month.

2. Payment is due within 30 days of receipt of Contractor's valid invoice.

CONTRACT TERM & CANCERLLATION PROVISION

1. The term of the contract is three (3) months, from September 24, 2020 through December 31,2020. The contract will renew automatically on January 1, 2021 for a term of three (3) years with the end date of December 31, 2023. This can only be modified or cancelled by the Kensington Village Homeowners Association of Fayetteville, Inc. Board of Directors, or the contractor.

2. Kensington Village Homeowners Association of Fayetteville, Inc. Board of Directors or the contractor may cancel the contract upon thirty (30) days written notice.

END_____

KENSINGTON VILLAGE HOMEOWNERS ASSOCIATION OF FAYETTEVILLE, INC. SIGNATURE PAGE

Armundo Cruz Rodriguez dba Cruz Lawn Serivces
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Fayetteville, NC 28312
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Contractor's Signature

9/17-2020

Date: 9/17/20