

APPROVED  
 BY ORANGE COUNTY BOARD  
 OF COUNTY COMMISSIONERS  
 OCT 19 2004 *KJB*

**AGREEMENT**

**Watermill**

**COMMON AREA MAINTENANCE**

THIS AGREEMENT is entered by the Board of County Commissioners of ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and **Watermill Homeowners' Association, Inc.** (hereinafter referred to as "the Association"), organized and existing under the laws of the State of Florida.

**WITNESSETH**

WHEREAS, certain real property known as **Watermill**, located in Orange County and identified in Exhibit "A", a residential development, has been platted as shown in the Public Records of Orange County, Florida, (hereinafter the "Property") as listed in the table below; and

Exhibit "A"


Subdivision Name	Plat Book / Page	Lot Numbers
Watermill Section 1	11//8	1-79 83-106
Watermill Section 1 Replat	12/72	80-82
Watermill Section 2	12/57	202-208 249-266
Watermill Section 2 Replat	13/144	201
Watermill Section 6	25/143	601-625
Watermill Section 7	25/141	701-735 742-766
Watermill Section 7 Replat	28/34	736-741
Watermill Section 8	25/145	801-847
Watermill West	13/134	1-24

WHEREAS, the County finds that it is a valid County purpose under the laws of the State of Florida, to maintain the landscaping and beautification of improvements installed within **Watermill** as described and/or noted in Exhibit "B" and "C" (hereinafter more particularly referred to as "Maintenance Area"), and

WHEREAS, the Board of County Commissioners (hereinafter known as the "Board") has determined that a Municipal Service Benefit Unit (hereinafter referred to as the "MSBU") for the purpose of generating revenue to provide for maintenance of the Maintenance Areas will specially benefit the **Watermill** subdivisions properties as well as benefiting the County as a whole. Therefore, the Board on **January 11, 1994**, adopted a "Resolution Creating a Municipal Service Benefit Unit/Taxing Unit for **Common Area Maintenance** for **Watermill**, as the most efficient and equitable means by which to finance such maintenance services, and

WHEREAS, the County desires to contract with the Association for such maintenance services for the benefit of the citizens of Orange County, and

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

STATE OF FLORIDA, COUNTY OF ORANGE  
 I HEREBY CERTIFY this is a copy of a document approved by the BCC on **OCT 19 2004**  
 By *MARTHA O. HAYNIE* COUNTY COMPTROLLER  
 Date **OCT 20 2004**  
 Deputy Clerk 

## **ARTICLE I - PURPOSE**

1. The purpose of this Agreement is to provide for direct landscape maintenance costs, as defined in Article II, for common landscaped entries, rights-of-way, street medians, and those open areas meeting the criteria of areas without improved above-ground structures that are:

- a. for passive recreation or scenic preservation only,
- b. contiguous to the platted or deeded public right-of-way of an existing County road and accessible from such road, and
- c. access is freely open to all residents and property owners of the MSBU equally.

In addition, related administrative costs of insurance required of the Association by this maintenance agreement, property taxes on common area eligible for direct landscape maintenance, governmental collection, County administrative costs, and inspection fees may be reimbursed from the MSBU funds.

2. The following are areas and facilities to be excluded from maintenance service under the MSBU with such exclusions not limited to:

- a. Any common area for which admission fees are collected or to which access for its intended use is not available to all residents/property owners subject to the MSBU,
- b. Boat docks,
- c. Clubhouses,
- d. Fences other than chain link,
- e. Golf courses,
- f. Lakes,
- g. Playground equipment,
- h. Swimming pools,
- i. Walls, and
- j. Those areas of courts and fields designed for recreational and/or sporting activities, which include equipment and/or design pertaining to that particular recreation or sport (such as areas within and including a baseball diamond infield)

3. Additional expenses to be excluded from eligibility for reimbursement under the MSBU, with such exclusions not limited to:

- a. Gifts and parties,
- b. Meal reimbursements, and
- c. Special awards and bonuses

## **ARTICLE II - SERVICES TO BE PERFORMED**

1. The Association shall maintain the landscaping and beautification improvements located within the Maintenance Area serving Watermill, which maintenance and repair and/or replacement shall only include the following direct and related administrative cost items:

- a. Application of fertilizer,
- b. Application of insecticide,
- c. Application of weed control,
- d. Direct landscape maintenance costs for common landscaped entries, rights-of-way, street medians, and open areas. Open areas are defined as those areas without improved aboveground structures and that are:
  1. Used for passive recreation or scenic preservation,
  2. Contiguous to the platted or deeded public right-of-way of an existing County

- road and accessible from such road, and
3. Open to all residents and property owners of the MSBU equally and not restricted as to access for use
    - e. Edging along sidewalks and roadways,
    - f. Electricity for landscape lighting and irrigation system,
    - g. Irrigation system repair (initial installation at the Association's expense),
    - h. Irrigation water,
    - i. Maintenance of chain link fences around common areas,
    - j. Maintenance, repair and replacement of lawn equipment and tools owned by the Association as needed for maintenance services of the MSBU,
    - k. Mowing of all common areas and street medians,
    - l. Periodic sod and mulch replacement,
    - m. Repair of landscape lighting/electrical system (initial installation at the Association's expense),
    - n. Replacement and/or refurbishing of landscaping materials, annual plants, shrubs, and damaged trees,
    - o. Tree and shrubbery trimming,
    - p. Property taxes on common areas eligible for direct landscape maintenance under the MSBU,
    - q. County administrative costs, inspection fees, and permit fees,
    - r. Governmental collection (Property Appraiser, Tax Collector, and other agency) fees,
    - s. Insurance of the Association to the extent provided for by the approved resolution and this maintenance agreement,
    - t. Annual renewal fees for incorporation, and
    - u. Administration expenses – related to the MSBU Maintenance (Examples of administration expenses are office supplies, cost of copying, postage, newsletter preparation and printing, etc.)
2. The Association shall notify the County if sufficient staff, facilities, and equipment necessary to deliver the agreed upon services cannot be provided with the funds available under the aforesaid MSBU established to provide funds for maintenance services to the Maintenance Area.
3. Service levels contemplated to be paid by the MSBU shall not exceed nor fail to meet County standards as listed in Exhibit "D" attached hereto and incorporated herein by this reference. Levels of maintenance that exceed County standards will be at the expense of the Association and without participation of the MSBU and Orange County.

### **ARTICLE III - PAYMENTS**

1. The Association shall render and pay for the maintenance services described in Article II, except for those administrative services provided directly by the County. The County shall make reimbursement payments to the Association within fifteen (15) working days after approval of submitted reimbursement requests. Reimbursement requests shall include invoices and copies of the checks of the Association regarding the cost to the Association for materials and services expended or used by the Association in the performance of such maintenance services.
2. The Association will be required to obtain a minimum of three (3) written quotes for contracted services, and submit copies of such to the County. The Association shall also be required to submit copies of executed contracts to the County.
3. The Association shall request payment pursuant to County fiscal procedures. The County Comptroller, on a reimbursement basis to the Association, will disburse MSBU funds. The County Comptroller's normal standards for documentation and verification of County accounts payable shall

be applicable to MSBU reimbursement payments. Payment for administrative services provided directly by the County shall be administered by the County Comptroller.

4. The County will perform field inspections as requested by the County Comptroller to verify work performed for direct landscape maintenance costs. Non-exclusive easements for access must be granted to the County for common areas. Notwithstanding the County's field inspections, the Association shall have primary responsibility for verification of contractual fulfillment and quality of goods and services.

5. Reimbursement requests shall be made on a monthly basis. The County's obligation to disburse funds shall be strictly limited to the actual collections received from the Watermill Common Area Maintenance MSBU. If reimbursement requests are not received within sixty (60) days after the close of the month, the Association thereby forfeits its right to receive reimbursement for that month. Excess funds may be used to reduce the next fiscal year's special assessment charged to the property owners within the MSBU.

#### **ARTICLE IV - TERM OF AGREEMENT**

1. The term of this Agreement shall begin **November 1, 2004**. This Agreement automatically renews on a fiscal year basis or until such time the County and the Association agrees to terminate this Agreement. In the event of termination of this Agreement by the Association, the Association will assume responsibility for collection of funds to operate and maintain the Maintenance Area.

2. Either of the parties may terminate this Agreement thirty (30) days after receipt by the other party of written notice of intent to terminate. In the event of termination, the County shall pay for services rendered, prorated to the date of termination, which amount shall not exceed the maximum amount payable under this Agreement. Moreover, said payment shall be made in the same way services are paid for under this Agreement. If payments are made to the Association before services are rendered, the Association shall remit to the County all excess money paid, prorated to the date of termination.

3. It is further agreed that in the event the MSBU special assessment fund to finance this Agreement become unavailable through the MSBU, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours notice in writing to the other party. The County shall be the final authority as to the availability of funds and as to how any available funding will be allocated among its various service providers.

4. After receipt of a notice of termination, and except as otherwise agreed upon, the Association shall:

- a. Stop working under the Agreement on the date and to the extent specified, in the notice of termination,
- b. Place no further orders or subcontracts for materials or services under this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated,
- c. Terminate all orders and subcontracts under this Agreement to the extent that they relate to the performance of work that was terminated, and
- d. Prepare all necessary reports and documents required under the terms of the Agreement to the date of termination

#### **ARTICLE V - ASSIGNMENT AND SUBCONTRACTS**

1. The parties deem the services to be rendered by the Association to be personal in nature. The Association shall not assign the ultimate rights or duties to provide maintenance under this Agreement to other parties without written permission of the County. Provided, however, this provision shall not act to prohibit the Association from entering into subcontracts for the performance of any or all of the services called for under this Agreement.
2. The Association shall have the right to enter into subcontracts for any of the work contemplated under this Agreement provided however, that no provision of this clause and no such subcontract shall be deemed in any event or manner to provide for the incurrence of any obligation of the County.
3. The parties acknowledge that the Association is an independent contractor and is not an agent of the County.

#### **ARTICLE VI - INSURANCE AND INDEMNIFICATION**

1. The Association shall defend, indemnify, and hold harmless the County from and against all claims, damages, losses and expenses, including reasonable attorney fees and costs, arising out of or resulting from the performance of services by the Association, their directors, officers, employees, contractors, subcontractors, or agents under this MSBU/MSTU during the performance of the maintenance services which are to be paid for out of the proceeds of this MSBU.
2. The Association shall have Commercial General Liability Coverage including, but not limited to, contractual, products and completed operations, and personal injury. The limits shall not be less than ONE MILLION AND NO\100 DOLLARS (\$1,000,000.00) for combined single limit (CSL), personal bodily injury and property damage per occurrence, or its equivalent, and the County shall be named as an additional insured to the policy.
3. If the Association hires employees or owns an automobile, the Association shall have:
  - a. Workers' Compensation Coverage for employees with statutory limits for Workers' Compensation in the amount of not less than ONE HUNDRED THOUSAND AND NO\100 DOLLARS (\$100,000.00) for Employers liability and
  - b. Business Auto Liability Coverage for all owned and non-owned vehicles in amounts not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for combined single limits, personal injury and property damage per occurrence or the equivalent
4. Notwithstanding this indemnification and not by way of waiver of such indemnification, if the Association does not perform the service, the Association shall ensure that each and every subcontractor or agent employed by the Association for performance of services under this Agreement has obtained and shall retain throughout the term of their performance of services under their agreement and/or contract with the Association the following insurance and shall submit proof of such insurance to the County.
  - a. Commercial General Liability Coverage including, but not limited to, contractual, products and completed operations, and personal injury. The limits shall not be less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for combined single limit (CSL), personal bodily injury and property damage per occurrence, or its equivalent, and the Association shall be named as an additional insured to the policy
  - b. Workers' Compensation Coverage for employees with statutory limits for Workers' Compensation in the amount of not less than ONE HUNDRED THOUSAND AND NO\100 DOLLARS (\$100,000.00) for Employers liability

- c. **Business Auto Liability Coverage** for all owned and non-owned vehicles in amounts not less than **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)** for combined single limits, personal injury and property damage per occurrence or the equivalent

5. Certificates of Insurance evidencing the required insurance shall be filed with the County. The Association shall file their subcontractors or agents certificate of insurance, in a form acceptable to the County with the County no later than ten (10) days after entry into any agreement for provision of service with a subcontractor or agent. Said Certificates shall provide that the policy may not be cancelled or materially altered until at least thirty (30) days after written notice has been given to the County. The County shall be named as an additional insured on the Association policy for Commercial General Liability Coverage and the Association shall be named as an additional insured on the Commercial General Liability policies covering the contractors, subcontractors, or agents employed by the Association. Failure to file said Certificates, and all renewals thereto, with the County shall be a basis for the County, at its option, to terminate this Agreement immediately without notice. Renewal Certificates shall be filed with the County prior to the expiration of the current Certificate.

6. It shall be the responsibility of the Association to insure that their contractors and subcontractors comply with:

- a. The insurance requirements set forth above.
- b. All applicable safety laws, ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury, or loss

Only insurance of the types and amounts indicated above shall be included in the MSBU. All other insurance, including but not limited to the types listed below shall be excluded:

- a. Errors and Omissions
- b. Directors and Officers Liability
- c. Employee Dishonesty
- d. Any additional insurance outside the scope of insurance described in this Article.

#### **ARTICLE VII - RECORDS**

1. The Association shall keep orderly and complete records of its accounts and operations and shall open these records to inspection by County personnel at reasonable hours during the entire term of this Agreement, plus three (3) years after the ending date of this Agreement, or if audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit findings. Any person duly authorized by the County shall have access to, and the right to examine any of said records during said period.

2. Upon the implementation of the MSBU funding mechanism by the County, the Association shall maintain financial records related to such funds paid under this Agreement. By February 15 of each year the Association may submit for consideration a projected budget for the next fiscal year beginning October 1 and ending September 30.

#### **ARTICLE VIII - OTHER CONDITIONS**

1. Any alterations, variations, modifications, or waivers of provision of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement. The parties agree to re-negotiate this Agreement if revision of any applicable laws or regulations make a change in this agreement necessary.

2. This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are physically attached. No other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.
3. The Association represents and warrants that all work performed under this Agreement shall be in full compliance with all applicable federal, state and local laws, rules and regulations.
4. Any and all agreements, oral, written, or otherwise, entered into prior to this Agreement shall become void as of **November 1, 2004**. This agreement shall supersede any and all other agreements between the County and the Association.
5. The County Comptroller, with concurrence from the County Attorney's Office, reserves the right to place MSTU/BU funds in the registry of the court in cases where significant unresolved disputes have placed an undue burden on staff resources.
6. The name of the official payee, to whom the County shall issue checks, when necessary after the implementation of the MSBU funding mechanism, shall be: **Watermill Homeowners' Association, Inc.**

Correspondence regarding this agreement for the Association shall be mailed to:

Watermill Homeowners' Association, Inc.  
 PO Box 1086  
 Goldenrod, FL 32733-1086

Correspondence regarding this agreement for the County shall be mailed to:

Orange County Comptroller  
 Special Assessments  
 PO Box 38  
 Orlando, FL 32802-0038

Correspondence regarding the certificate of insurance shall be mailed to:

Orange County Board of County Commissioners  
 c/o Orange County Comptroller Special Assessments  
 PO Box 38  
 Orlando, FL 32802-0038

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

ORANGE COUNTY, FLORIDA

BY: *[Signature]*  
 Orange County Chairman

DATE: 10.19.04

ATTEST: Martha O. Haynie, County Comptroller  
 As Clerk of the Board of County Commissioners

BY: *[Signature]*  
 Deputy Clerk



Watermill Homeowners' Association, Inc.

BY: Parla Figgart

AS ITS: President

DATE: 9/27/04

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27 day of Sept., 2004

by Marla K Kizzor

as an individual / officer / agent, on behalf of himself /

a corporation / Watermill Homeowner's Association

a partnership. He / she is personally known to me or has produced FIA D2

as identification and did / did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this

27 day of Sept, 2004

Victoria Deshields

Notary Public

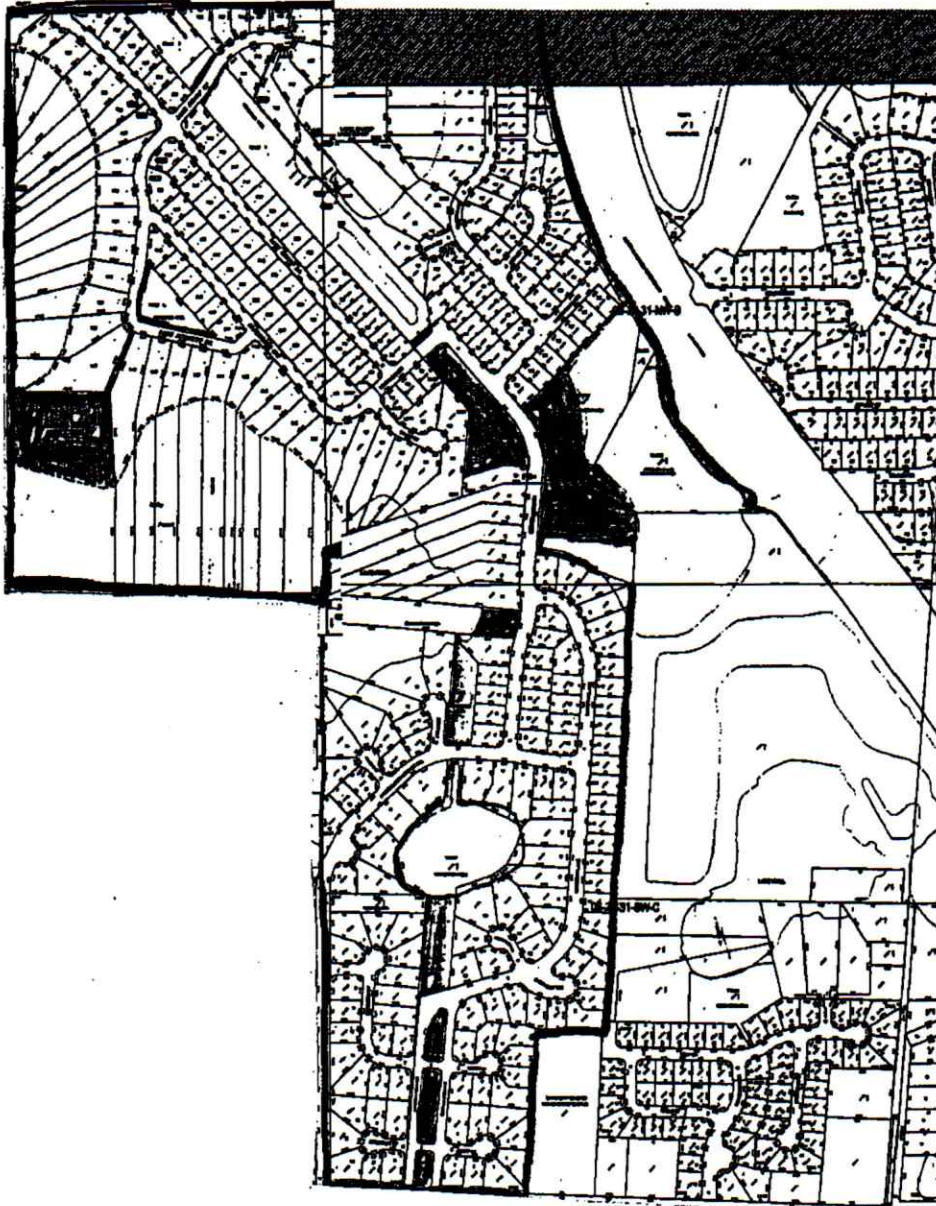
My Commission Expires: 11.3.07





Exhibit "B"

MAP INDICATING AREAS TO BE MAINTAINED



**Exhibit "C"**  
**Tracts Covered by MSBU**

Listed below are the tracts that will be covered under the Watermill Common Area Maintenance MSBU

Watermill Section 1	Tracts A, B, C and E Tract D – excluding retention/water area in the center Tract F - a natural area with maintenance only along Bridgewater Drive Tract G – excluding boat ramp/dock
Watermill Section 2	Tract J - excluding tot lot, tennis court and basketball court
Watermill Section 2 Replat	Tract I
Watermill Section 3	Tract H aka Tract B - excluding the baseball infield
Watermill Section 7	Tract C
Watermill Section 8	Tract B - a conservation area with maintenance only involving growth Control

This MSBU will also include maintenance along street right of way (fifty (50) feet) for University Boulevard and Econlockhatchee Trail abutting Watermill West, Watermill Section One, and Watermill Section One Replat.

The tracts listed below are retention areas maintained through existing MSBU's supervised by the Orange County Public Works Division. The street right of way of fifty (50) feet along these tracts will be maintained through the Watermill Common Area Maintenance MSBU.

Watermill Section 6	Tract A
Watermill Section 7	Tract A and B
Watermill Section 8	Tract A
Watermill West	Tract A

Exhibit "D"  
Landscape Management Specifications

Technical Specifications For  
Furnishing Exterior Landscape Management For  
Municipal Service Benefit Unit/Taxing Unit – Common Areas  
Orange County, Florida

General Conditions:

The services described herein shall be performed by the contractor on a regularly scheduled basis as outlined. There shall be no deviation from the management specifications without prior approval from the owner's representative.

The personnel who perform these services shall be under the sole responsibility of the landscape management contractor. Personnel shall be supervised at all times. Personnel shall be competent, experienced, courteous, neatly dressed, and skilled in lawn, plant, and ground maintenance.

Safety:

1. All materials and performance of work will meet all Federal Health and Safety laws currently in effect.
2. Material Safety Data Sheets must be submitted to the owner's representative, upon bid approval, for all supplies and chemicals intended for use in the performance of this contract. All chemicals to be used in the performance of the contract shall carry an EPA approval number.
3. Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation ordinances, and/or manufacturer, instructions for material and equipment.
4. All equipment used in the performance of contract work on County property shall be properly maintained in order to protect the operator and the public. All equipment is subject to inspection by the owner's representative. Any equipment deemed inoperable, unsafe, or improper for desired use shall be removed from premises.
5. The contractor shall take all necessary precautions for the safety of his/her employees on the job and of the general public. Maintenance work shall be scheduled to provide the least inconvenience to occupants of the buildings and passers-by.
6. **The contractor shall submit a photocopy of their Pest Control Operator's (PCO) License, in order to comply with Florida Statue 482. This shall be submitted along with the bid package.**

**Exhibit "D"**  
**Landscape Management Specifications**

**Standards:**

The following represent the minimum standards to which the contractor shall maintain the grounds included in the contract.

**1. General**

- 1.1 The grounds shall at all times be clean, neat, and apparently well tended.
- 1.2 At no time shall leaves, trash, clippings, or other debris be allowed to accumulate to the point of distracting from the appearance or safety of the area.
- 1.3 All small organic trash, including leaves, grass clippings from mowing and edging operations, shall be removed from all sidewalks, entryways, steps, and plazas.
- 1.4 Weedeaters shall not be used to trim around trees or other plants.
- 1.5 Maintenance shall be conducted no less than one time per week except as noted.
- 1.6 All areas shall be inspected weekly for detection of disease, insects, improper irrigation, and other problems, and shall be properly treated to correct any observed problems upon discovery. Owner's representative shall be notified of problems encountered and the corrective action taken.
- 1.7 Fire ants/mounds shall be treated as they occur in the landscape. An appropriate insecticide shall be used to eradicate.
- 1.8 A preventative pest, (insect, disease, weed, etc.) control program specific to known local pests shall be developed and, on approval by owner's representative implemented. The program shall include all turf areas, shrubs, trees (including palms), annuals, etc.
- 1.9 All edges shall be dressed not less than once per month and as often as necessary to maintain clean edges around all plant beds, curbs, sidewalks, streets, trees, plants, and buildings.
- 1.10 If, in the opinion of the owner's representative, any plant or lawn area dies or becomes weak or unsightly due to negligence or improper maintenance procedures on the part of the contractor, the contractor, shall be responsible for replacement to the satisfaction of the owner's representative.
- 1.11 The contractor shall not be responsible for acts of God such as freeze damage or heavy storms that would create unusual cleanup, pruning, or replacements in excess of the normal scope of grounds maintenance service.
- 1.12 Any errors or omissions in this document shall be brought to the attention of the owner's representative. Failure to notify shall not relieve the contractor of responsibility.

**2. Turf Areas**

- 2.1 Mowing height for St. Augustine turf shall be 3-4 inches. Bahia turf mowing height shall be 3 inches.

**Exhibit "D"**  
**Landscape Management Specifications**

- 2.2 Turf shall be mown on a regular schedule during the growing season to maintain a clean appearance.
- 2.3 It is unnecessary to remove grass clippings, unless they are unsightly to the landscape.
- 2.4 Mower blades shall be maintained to the degree of sharpness required to produce a clean cut on turf areas.

**3. Trees, Shrubs, and Ground Covers**

- 3.1 All planting beds, ground covers, and mulched areas shall be maintained free of weeds, trash, fallen limbs, and dead vegetation on a continual basis.
- 3.2 All plants shall be maintained to a well-shaped appearance, according to each species' natural growth habit. Flowering shrubs shall be pruned in the proper season to allow full flowering potential for the following flower season. Grouped plantings shall be allowed to form masses appropriate to the species.
- 3.3 Contractor shall be responsible for maintaining all trees on site to a minimum clearance of 12 feet from the grade. Sucker growth and dead material shall be removed from all trees and shrubs within 12 feet. Corrective pruning or training shall be included. Crepe myrtle trees shall be pruned each February (or late winter), but shall not be "hat-racked". Owner's representative shall dictate proper pruning of crepe myrtles.
- 3.4 All palm trees shall be pruned a minimum of once a year. Seedpods shall also be removed when they occur on the palms.
- 3.5 If, through no fault of the maintenance contractor, any major tree surgery or tree removal shall be owner's expense.

**4. Irrigation**

- 4.1 All irrigation shall be programmed for application before 6:30 a.m. and shall be monitored to ensure that the functions of the site are not disrupted by irrigation operations or inspections.
- 4.2 Application shall be accomplished so that plants are watered deeply and infrequently. Contractor shall verify proper irrigation coverage and proper water relationships weekly to avoid prolonged dry/wet conditions.
- 4.3 Contractor shall fully inspect the entire irrigation system no less than once each month to ensure all components are functioning properly, and shall report to owner's representative the findings of each inspection.
- 4.4 Contractor shall have a qualified irrigation technician capable of manually operating the system. Contractor shall verify proper irrigation coverage and proper water relationships weekly.

**Exhibit "D"**  
**Landscape Management Specifications**

- 4.5 Contractor shall be responsible for repair to or replacement of all broken, damaged, or missing (i.e. vandalism), sprinkler heads, all irrigation lines, all timers, valves, and controllers.

**5. Mulch**

- 5.1 All mulches are to be maintained at 2" to 2-1/2" thickness. Mulches shall be maintained at a loose consistency and shall not be allowed to become matted or compacted.
- 5.2 Decorative color of mulch shall be maintained but Contractor shall not apply more than 3 complete applications of mulch each year.
- 5.3 All mulch shall be a cypress chip unless otherwise specified.
- 5.4 Mulch shall not be applied within 2" of plant trunks or stems, nor shall mulch be placed on top of any part of any plant.

**6. Fertilization**

- 6.1 Contractor shall apply according to manufacturer's specifications or recommendations 15-5-15, 40% slow release or better, with iron and manganese, to all turf areas specified, each spring, summer, and fall. Apply at the rate of 1.5 lbs., actual nitrogen per 1000 square feet. If turf becomes deficient between applications, contractor shall apply additional applications for correction at no additional cost.
- 6.2 Contractor shall apply according to manufacturer's specifications or recommendations 8-10-10, with all minor elements, 50% slow release azalea/camellia fertilizer at the rate of 1.0 lbs., per 100 square feet on all azaleas and acid loving plants. 13-13-13, with all minor elements, 50% slow release shall be applied to remaining shrubs and trees. Shrubs and trees to be fertilized each spring, summer, and fall. All palms shall be fertilized a formulation made specifically for palms and 50% slow release. Additional nutrients shall be applied to any plant material, including trees, palms, etc., when deficiencies occur at no additional charge.
- 6.3 All fertilizers shall be applied to dry surfaces and thoroughly watered-in immediately following application.
- 6.4 Supplemental applications of appropriate plant foods shall be applied as necessary.
- 6.5 Contractor may submit alternate or supplemental fertilization programs to owner's representative for approval.

**7. Annual Plant Beds (when applicable)**

- 7.1 Contractor shall provide a price, which shall remain firm for the term of the contract, for the installation and maintenance of annual plants.

**Exhibit "D"**  
**Landscape Management Specifications**

- 7.2 All annual plant beds shall be planted with a species appropriate to the season and locations, with approval by the Homeowner's Association.**
- 7.3 Annuals shall be fertilized with a slow release fertilizer, such as osmocote or similar product formulated for flowering plants.**
- 7.4 Annual plantings shall be guaranteed for a 3-4 month period. If disease or insect infestations cause decline in planting bed, contractor shall replant at no extra cost.**