

# **LANDSCAPE AND MAINTENANCE CONTRACTS / POLICY FOR COMMON ELEMENTS**

This contract is negotiated with a contractor by the Beautification Committee and approved by the COA Board.

1. Areas within the Cloister covered by this Contract are as follows:
  - a. Entrance from Vaughn's Gap Road on both sides of Cloister Drive
  - b. In the Island on Cloister Drive
  - c. Around Cloister sign at the entrance from Highway 70S at St. Luke Drive
  - d. Clubhouse, front and both sides, and planter areas inside fenced-in pool area.
  - e. On each side of walkway from Clubhouse to Siena Drive
  - f. Island on Emma Neuhoff Court
  - g. Island at intersection of lower Cana Circle and Siena Drive
  - h. Island at Mt. Carmel Place
  - i. Island at Glenmary Court
2. Contractor will provide all labor, materials, pesticides and equipment for the landscaping and maintenance of the aforementioned designated areas.
3. Pre-emergence herbicides shall be applied to all shrub locations prior to weed germination in early spring or more if recommended by the contractor.
4. Post-emergence herbicides shall be applied during the growing season for weed control in shrub bed areas as recommended by the contractor.
5. Weeds are to be removed from plant areas to maintain a neat well maintained appearance.
6. Proper fertilization shall be applied annually at rates and time conducive to optimum growth of shrubs and trees as recommended by the contractor.
7. Insecticides shall be applied to all shrubs and trees to control mites and all other insects harmful to shrubs and trees as recommended by the contractor.
8. All planter beds shall be defined at the beginning of the growing season and as often as necessary thereafter as recommended by the contractor.

9. Disease analysis and the application of effective fungicides to eliminate any deleterious fungus in shrub areas will be applied as recommended by the contractor.
10. All trees in designated common areas, except Glenmary Court, shall be trimmed as to encourage healthful growth. This includes the removal of all water sprouts, suckers, deformed growth and necrotic branches as recommended by contractor.
11. Weed control, fertilization and plant trimming along with removal of dead annual plants will be provided in all flower beds in designated areas during growing season as recommended by the contractor.
12. Disposal of all plants, tree limbs, used mulch, weeds and other debris is the responsibility of the contractor.
13. No dumping of debris is allowed anywhere on the Cloister property.
14. Spray Roundup or similar product at the base of all walls for weed and grass control as recommended by the contractor.

### **Special Provisions**

1. Timing of landscaping and maintenance services as well as pine straw application will be determined by inspections by the Beautification Committee in conjunction with the Contractor and approved by the Board.
2. The Contractor agrees to consult with the Beautification Committee at least once per month or as needed.
3. The cost to perform the above mentioned services in part or in whole will be quoted on an individual basis as needed and approved by COA Board.
4. Certification of insurance for general liability and workman's compensation and proof of all required licenses effective the date the work is performed will be furnished by the contractor to the Managing Agent.
5. The contractor will sign and abide by this and the General Policy for Contractors performing work for the Cloister Owners Association.