



“Complete Grounds Maintenance Since 1989”

Common Area - Annual Service Agreement

This annual service agreement is between The Auberge’ Homeowners Association (TA-HOA) and Landmark Outdoor Services, L.L.C. (LOS). The purpose of this agreement is to outline certain details pertinent to the services to be contracted for between TA-HOA and LOS related to the maintenance of the common areas.

TA-HOA has property that requires certain grounds maintenance services detailed below, which will be provided by LOS.

Property covered by this agreement

- ✓ The property covered by this agreement is the common areas of the TA-HOA located between 143rd and 147th and S. Yale on the West side of Yale – Bixby Tulsa, OK. The common areas to be maintained are:
 - ✓ • The areas between Yale and the fence along Yale from about 143rd and Yale South to about 147th and Yale and the entry coming in off of Yale,
 - ✓ • The North entrance at approximately 143rd and Yale,
 - ✓ • The Pool House grounds
 - ✓ • The Retention Pond Area

Common Area - Services “Included” in this Annual Agreement

Mowing of Turf/Grass Areas – Common Areas (Excluding the Retention Pond)

✓ The areas to be maintained are the turf/grass areas located at the above mentioned property, excluding the retention pond. *(Estimated # of mowings: 27 times)*

| | | |
|-------------|---------|-------|
| Common Area | 27@ 358 | 9666. |
| Clubhouse | 27@ 40 | 1080 |

✓ **Mowing of Turf/Grass Areas – Retention Pond**

The areas to be maintained are the turf/grass areas of the retention pond. *(Estimated # of mowings: 15 times)*

| | |
|---------|------|
| 15@ 133 | 1995 |
|---------|------|

✓ **Growing Season Maintenance:** During the growing season (April through October), LOS will mow, trim around all buildings, trees, fences, signs, etc. and edge all sidewalks, curbs and driveways within the areas mentioned above on a weekly basis. Noticeable grass clippings will be removed at each service. All trash will be collected prior to mowing.

Shrub Trimming

LOS will trim shrubs, as needed, during the growing season in order to maintain an attractive and well – groomed appearance. LOS will consult with TA-HOA’s designated contact person before any shrub trimming is performed to discuss the manner and extent thereof. *(Estimated # of times shrubs will be trimmed: 5-6 so as to maintain a well groomed appearance.)*

Weed Control

Grass Areas: LOS will apply two (2) blanket applications of both Pre and Post emergent weed controls; 1 application in the Fall and 1 application in late Winter to the turf/grass areas to control both grassy and broadleaf weeds. LOS will also apply a spot spraying of weed control at each of the 2 applications that fertilizer is applied during the growing season.

Fertilization

Grass Areas: LOS will apply two (2) blanket applications of a well-balanced, slow-release fertilizer, to the turf/grass areas to maintain a green and healthy stand of grass. The fertilizations will be applied beginning in May and August.

Common Areas - Services Included in this Annual Agreement (cont'd)

Flower & Shrub Bed Maintenance

LOS will inspect and weed flower/shrub beds to maintain a clean and neat appearance.

(Estimated # of times beds will be weeded: 14-16 times)

Irrigation System

Monitoring

LOS will be responsible for periodically checking the irrigation system during the mowing season to ensure that appropriate amounts of water is being delivered to the flower/shrub beds and the turf/grass areas in a timely manner. LOS will also start-up the system in the Spring and reduce and/or shut-down the system in the Fall/Winter.

Repairs

Repairs to the irrigation system for damage caused by LOS will be at no cost to TA-HOA. Other repairs to the system for damage not caused by LOS will be made at additional costs to TA-HOA and *invoiced separately*.

3 x 325 = 975.

Spring Clean-Up

LOS will perform a one-time Spring Clean-Up at the beginning of Spring, which will consist of cutting back Crape Myrtles, trimming Ornamental Grasses, removal of dead growth on perennials and a general tidying up of the beds.

\$ 1280

Mulching Shrub & Flower Beds

LOS will apply mulch to the flower/shrub beds once annually so as to maintain a neat appearance.

Services NOT Included in this Annual Service Agreement for the Common Areas Available Upon Request – Invoiced Separately (Cont'd)

Seasonal Color-Invoiced Separately

LOS will provide seasonal color plants and installation once in the Spring and once in the Fall, upon request. Each planting of seasonal color will include an application of slow release Osmocote fertilizer or its equivalent.

Insecticide/Herbicide/Fungicide

LOS will apply insecticide, herbicide and/or fungicide to shrubs once annually, to prevent disease and control insects.

Landscape Design/Installation – Invoiced Separately

LOS will provide landscape design & installation services upon request and will be *invoiced separately*.

Snow Removal and Sanding/Salting – Invoiced Separately

LOS will provide snow removal & sanding/salting services upon request and will be *invoiced separately*

Holiday Lighting/Decorations – Invoiced Separately

LOS will install and remove Holiday lights/decorations upon request and will be *invoiced separately* to TA-HOA. Upon request, LOS may store the lights/decorations for TA-HOA.

End of Services for the Common Areas of The Auberge'



“Complete Grounds Maintenance Since 1989”

Residences - Annual Service Agreement

This annual service agreement is between The Auberge’ Homeowners Association (TA-HOA) and Landmark Outdoor Services, L.L.C. (LOS). The purpose of this agreement is to outline certain details pertinent to the services to be contracted for between TA-HOA and LOS related to the maintenance of the residences within the Auberge’ HOA.

TA-HOA has property that requires certain grounds maintenance services detailed below, which will be provided by LOS.

Property covered by this agreement

The property covered by this agreement is the individual residences within TA-HOA located between 143rd and 147th and S. Yale on the West side of Yale – Bixby Tulsa, OK. The areas to be maintained are the front yards of the residences of TA-HOA.

Residential Services “Included” in this Annual Agreement

Mowing of Turf/Grass Areas – Front Yards Only

The areas to be maintained are the front yards of the individual residences at The Auberge’. *55 ho x 27 mow x 15 per = 22275*
(Estimated # of mowings: 27 times, including the Spring scalping.)

Growing Season Maintenance: During the growing season (April through October), LOS will mow, trim around all buildings, trees, fences, etc. and edge all sidewalks, curbs and driveways connected to the individual residences on a weekly basis. This includes a Spring scalping. Noticeable grass clippings will be removed at each service. All trash will be collected prior to mowing.

Weed Control

Grass Areas: LOS will apply two (2) blanket applications of both Pre and Post emergent weed controls; 1 application in the Fall and 1 application in late Winter to the turf/grass areas to control both grassy and broadleaf weeds. LOS will also apply a spot spraying of weed control at each of the 2 applications that fertilizer is applied during the growing season.

Fertilization

Grass Areas: LOS will apply two (2) blanket applications of a well-balanced, slow-release fertilizer, to the turf/grass areas to maintain a green and healthy stand of grass. The fertilizations will be applied beginning in May and August. *68 x 55 = 3740*

Spring Clean-Up

LOS will perform a one-time Spring Clean-Up at the beginning of Spring, which will consist of trimming Ornamental Grasses, removal of dead growth on perennials and a general tidying up of the beds.

Trimming of crape myrtles are NOT included in this service at the request of the HOA board.

Mulching Shrub & Flower Beds

LOS will apply mulch to the flower/shrub beds once annually so as to maintain a neat appearance, not to exceed 9 – 3 cubic foot bags of cypress or pine mulch.

Services NOT Included in this Annual Service Agreement for the Residences Available Upon Request – Invoiced Separately (Cont'd)

Seasonal Color-Invoiced Separately

LOS will provide seasonal color plants and installation once in the Spring and once in the Fall, upon request. Each planting of seasonal color will include an application of slow release Osmocote fertilizer or its equivalent.

Insecticide/Herbicide/Fungicide

LOS will apply insecticide, herbicide and/or fungicide to shrubs once annually, to prevent disease and control insects.

Landscape Design/Installation – Invoiced Separately

LOS will provide landscape design & installation services upon request and will be *invoiced separately*.

Snow Removal and Sanding/Salting – Invoiced Separately

LOS will provide snow removal & sanding/salting services upon request and will be *invoiced separately*

Holiday Lighting/Decorations – Invoiced Separately

LOS will install and remove Holiday lights/decorations upon request and will be *invoiced separately* to TA-HOA. Upon request, LOS may store the lights/decorations for TA-HOA.

Miscellaneous

General Duties

LOS will report problems observed by LOS, related to the growth of grass and flowerbed plants, shrubs, trees, and the working order of lights and the irrigation system, immediately to the TA-HOA contact person.

Insurance

LOS' insurance agent(s) will provide Evidence of Workers' Compensation and General Liability insurance coverages. LOS will provide additional insurance information, as required by TA-HOA.

Term of Agreement

This agreement is for a term of **one (1) year** beginning **January 1, 2011** and ending **December 31, 2011**. *It is understood and agreed to by both parties that this agreement automatically renews for a one year term, at the end of the initial and subsequent terms with all terms, services and conditions remaining the same as this original agreement, unless written notice of termination is given by either party to the other not less than thirty (30) days prior to the anniversary date hereof.*

Cost of Services

The total cost of the services detailed in this the Common Area agreement as well as the Residential Agreement will be **\$ 3417.50** per month for the term of the agreement. This cost is based on LOS services 55 residences within the Auberge' HOA. This cost will change as the number of houses increase. LOS will invoice TA-HOA monthly, during the 1st week of each month. Payments are due net 30.

Fuel Surcharge

20 } With the approval of this agreement by TA-HOA, Landmark may include a "Fuel Surcharge" in an amount equal to 5% of the regular monthly service charge or **\$ 170.00**. The surcharge will be applicable for the months of May through September, and will be accessed only when gas prices exceed **\$ 3.40** per gallon for the lowest grade of unleaded. This will be based on gas prices at the Kum & Go located at the SE corner of 111th and South Memorial.

QT @ 151 @ Memorial

Satisfaction Guarantee

Either party may terminate this agreement for just cause by giving the other party a 30-day written Notice of Termination. In the event situations arise that could result in termination of this agreement, the unsatisfied party will discuss the situation with the other party and they will have a 30 day “cure period” to correct the concerns of the unsatisfied party. If, at the end of the 30-day cure period, the situation still exists, then a written Notice of Termination may be sent.

Agreed to by:

| | | | |
|--|-------------|--|-------------|
| _____ | _____ | _____ | _____ |
| The Auberge' Homeowners Association (for the Common Areas and the Residences) | Date | Landmark Outdoor Services, L.L.C. | Date |

LANDSCAPE BUDGET 2011

LANDMARK

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
|--------------------|-----|-----|----------|----------|----------|----------|----------|----------|----------|----------|--------|-----|-------------|
| Cleanup bi-annual | | | | | | | | | | | | | |
| Permieter | | | 1,280.00 | | | | | | | | | | 1,280.00 ✓ |
| Residents | | | 3,740.00 | | | | | | | | | | 3,740.00 ✓ |
| Mowing | | | | | | | | | | | | | |
| Residents | | | | | | | | | | | | | |
| Phase 1 | | | | 1,650.00 | 4,125.00 | 3,300.00 | 3,300.00 | 4,125.00 | 3,300.00 | 2,475.00 | | | 22,275.00 ✓ |
| Perimeter & Common | | | | 716.00 | 1,790.00 | 1,432.00 | 1,432.00 | 1,790.00 | 1,432.00 | 1,074.00 | | | 9,666.00 ✓ |
| Clubhouse | | | | 80.00 | 200.00 | 160.00 | 160.00 | 200.00 | 160.00 | 120.00 | | | 1,080.00 ✓ |
| Retention Pond | | | | 266.00 | 399.00 | 266.00 | 266.00 | 266.00 | 266.00 | 266.00 | | | 1,995.00 ✓ |
| Irrigation System | | | | | | | | | | | | | |
| Start up/Shut down | | | | 325.00 | | | 325.00 | | | | | | 975.00 ✓ |
| TOTAL | - | - | 5,020.00 | 3,037.00 | 6,514.00 | 5,158.00 | 5,483.00 | 6,381.00 | 5,158.00 | 3,935.00 | 325.00 | - | 41,011.00 |
| Budget Reduction | - | - | - | - | - | - | - | - | - | - | - | - | - |
| REVISED TOTAL | - | - | 5,020.00 | 3,037.00 | 6,514.00 | 5,158.00 | 5,483.00 | 6,381.00 | 5,158.00 | 3,935.00 | 325.00 | - | 41,011.00 |

Monthly invoice **3,417.58** 12.00

Statistical Drivers

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
|----------------------------------|-----|-----|------|-------|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Number of mowings | | | | 2 | 5 | 4 | 4 | 5 | 4 | 3 | | | 27 |
| Number of mowings retention pond | | | | 2 | 3 | 2 | 2 | 2 | 2 | 2 | | | 15 ✓ |
| Number of residents | | | 55 ✓ | 55 ✓ | 55 | 55 | 55 | 55 | 55 | 55 | | | 55 |
| Rate per resident | | | 68 ✓ | 15 ✓ | 15 | 15 | 15 | 15 | 15 | 15 | | | 15 |
| Rate for common area | | | | 358 | 358 | 358 | 358 | 358 | 358 | 358 | | | 358 |
| Rate for Clubhouse | | | | 40 ✓ | 40 | 40 | 40 | 40 | 40 | 40 | | | 40 |
| Rate for Retention Pond | | | | 133 ✓ | 133 | 133 | 133 | 133 | 133 | 133 | | | 133 |