

I GENERAL STANDARDS

I. Prior to making this Offer, which if and when accepted by the Association, shall constitute a contract between the parties, the Contractor has familiarized itself with, the terms of this Agreement and with the project premises.

1. Throughout the term of this Agreement above shown, the Contractor shall, at its sole expense, maintain the following insurance policies covering its activities on and related to the project premises:

- a. Comprehensive General Liability with minimum limits of \$500,000 single occurrence and \$1 Million aggregate;
- b. Motor vehicle liability with minimum limits of \$500,000/\$1 Million/\$50,000, and
- c. Worker's compensation as required by statute.

Prior to performing any work under this Agreement, the Contractor shall furnish the Association with certificates of insurance evidencing the required coverages. If the Contractor fails to obtain and maintain the required insurance coverage's as herein provided, this Agreement may be terminated by the Association.

2. Along with each monthly invoice for the preceding month's work, the Contractor shall provide a written report of its maintenance accomplishments for that preceding month. The report and invoice shall be sent to the Association's management company, whose address shall be supplied to the Contractor by the Association. The Association shall pay Contractor only for work performed, reported, and billed by the Contractor.

3. Except as otherwise stipulated herein, the Contractor shall furnish all materials, tools, equipment, and labor necessary to complete the work described in this Agreement. Further, it shall be the Contractor's sole responsibility to make all arrangements for all required material procurement, transportation, off-site storage, and preparations. It will be the Contractor's responsibility to obtain at its own costs all necessary certificates, permits, and licenses required by such agencies and to provide the Association with copies of the same upon request.

4. All work shall be performed to highest standards of horticultural excellence and practice. All work shall also be performed in accordance with all applicable laws, codes, ordinances, and regulations of all local, State, and federal government agencies. All Contractor personnel shall be properly trained and shall perform their work and conduct themselves in a professional manner.

5. All materials and hardware to be supplied by the Contractor shall be of suitable construction, composition, and quality to achieve their intended function within the landscape maintenance program. All chemicals, insecticides and fertilizers in vicinities of lakes and creeks shall be selected and applied to protect wildlife, marine life, and water quality.

6. Any damage caused in whole or in part by the Contractor to property shall be its sole responsibility and liability, except for loss due to storm, wind, flooding, or other natural disasters, or by abuse, damage, or vandalism caused by the Association residents or individuals other than the Contractor,

7. Contractor shall supply three names and addresses of clients whom the Contractor has serviced within the past twelve months to the Association.

8. The Association may terminate this Agreement by giving the Contractor thirty (30) days prior written notice.

II SPECIFIC PERFORMANCE

I. GRASS AREAS

a. Mowing Interval

The property is to be maintained to provide a "neat" appearance. It is expected that mowing will be required on the average of ten day intervals during the "growing season." However, it is recognized that actual mowing intervals will be dependent upon weather conditions and may be greater or less than the ten day average. However, the mowing interval should not exceed 14 days unless authorized by property management.

b. Cutting Height

Minimum mower height setting to be no less than 4 inches.

(SEE SPECIAL INSTRUCTIONS FOR LAKES AREAS — SECTION 7)

c. Sidewalks and curbs to be "edged" monthly during the "growing season."

d. Trim around all obstacles (utility boxes, trees, or any other obstacle) at each mowing. Chemical treatment to prevent weed growth is an acceptable alternate to mechanical trimming.

e. Debris is to be removed at each mowing.

f. Aerate, and lime each Fall.

g. Fertilize each Spring and Fall with approved fertilizer. (EXCEPT LAKES AREAS — SEE SPECIAL REQUIREMENTS-SECTION 7)

h. Re-seed at the proper time, as necessary to maintain grass cover.

2. SIGN AREAS controlled by the Association (Exhibit A) shall be kept free of weeds at all times and maintained as follows:

a. Where grass is growing maintain as Grass Area

b. Biweekly inspect area and remove any debris and weedy growth in the planted areas.

c. Prune and fertilize shrubs , and other plantings, Spring and Fall

d. Apply wood chip mulch or new pine straw each Spring. If Pine straw is used it shall be applied to a 3" depth around all beds and shrubs.

3. ISLANDS controlled by the Association (Exhibit A & Map) shall be maintained as follows:

a. Where possible, maintain open areas as "Grass Areas," otherwise "mulch" with 3" of pine straw each Spring. Wood mulch may be substituted for pine straw.

b. "Mulched" areas to kept "weed free" using herbicides if appropriate.

c. Prune trees and shrubs as needed for health and aesthetics.

d. Biweekly inspect area and remove any debris.

4. ACCESS WAYS (Exhibit B) shall be maintained follows:

a. Biweekly inspect area and remove any debris.

b. Prune branches from trees growing into the walkways, as needed.

c. Keep weeds cut short and even within boundaries. Apply chemical weed control at least twice per year (May–June and August–September).

d. Apply pine bark mulch covering twice per year (May–June and in November–December).

LANDSCAPE MAINTENANCE FOR GREYSTONE ASSOCIATION

January 1,2002 - December 31, 2002

5. ROADWAY AREAS (grass, sidewalks, and curbs) owned by the Association (see Map)

- a. Maintain as "Grass Area."
- b. Maintain an area clear of overgrowth at least 3 feet horizontal and 8 foot vertical along any sidewalk to allow clear passage.
- c. Clear debris, including tree branches up to 6" in diameter, paper, bottles, general litter, etc., each mowing.
- d. Chemically treat area between curb and street to eliminate weedy growth as needed.

6. ROADWAY AREAS (grass, sidewalks, and curbs) maintained by the Association (see Map)

- a. Where curbed, maintain as "Grass Area" the area between the curb and sidewalk and the area approximately four feet beyond the sidewalk or to the existing shrubbery/tree line (whichever is the lessor).

If the area is not curbed, maintain as "Grass Area" approximately 8 feet from the street or the road drainage ditch or to the existing shrubbery/ tree line.

- b. Clear debris, including tree branches up to 6" in diameter, paper, bottles, general litter, etc., each mowing.
- c. Trimming of bushes and trees in these areas is not to be included in this service. However, management should be informed if any sidewalk is being impeded by such overgrowth.
- d. Chemically treat area between curb and street to eliminate weedy growth as needed.

7. LAKE AREAS (Dams, Lakes, Emergency Spillways, Drains, Entering Streams) shall be maintained as follows:

A Biweekly inspect for debris (bottles, litter, paper, wood, etc.) at creek sides, waters edge, lake spillways and drains and remove any within reach of a long rake.

B Maintain grass as a "Grass Area" with the following exceptions:

1. Fertilization — The current Neuse River recommendation indicates that nitrogen-containing fertilizer should not be applied to these areas. Accordingly, no routine fertilizing shall be done in areas adjacent to the lakes and streams.
2. Buffer Areas — In order to minimize erosion of soil into the lakes and streams (with the exception of the dam surfaces) an unmowed buffer from the waters edge is to be maintained. Depending on the conditions, a 3-to-6 foot buffer area is to be maintained. (See following item [3] for maintenance of the dam.)

Greystone Lake: The buffer shall be three (3) foot minimum from the lake edge drop off.

In late July, the buffer plants shall be cut back to a height of 3 feet from the plane of the top of the highest point of the surrounding bank.

In November, trim the lake shore buffer to a height of 18 inches from the plane of the top of the highest point of the surrounding bank. Do not cut trees or bushes marked with red ribbon, or black berry patch on the South West corner of the lake near the dam.

Winchester Lake: The buffer area is considered to be between the "goose fence" and the lake. It shall not be mowed.

In November, trim the lake shore buffer to a height of 18 inches from the plane of the top of the highest point of the surrounding bank.

Bakers Lake: The buffer area is considered to be between the path and the lake on the East side and approximately six feet from the waters edge on remaining woody areas around the lake and is not to be disturbed. Any remaining non-dam or spillway grassy areas are to be maintained as indicated for Greystone lake.

LANDSCAPE MAINTENANCE FOR GREYSTONE ASSOCIATION

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3. Dams

Winchester & Bakers Lakes: Mower height to be set at not less than 5½ inches with the exception of a pathway approximately 6 foot wide along the dam crest, which may be cut to 4 inches. All woody growth on the faces of dams is to be removed.

Bakers Lake: Dam grass, at the sidewalk along Sawmill Road, is to be cut at 4 inches for a 3 to 4 foot width along the dam side and between the sidewalk and the street.

Greystone Lake: The grass on both sides of the dam is to be mowed only yearly (November/December). For the remaining portion of the dam, mower height to be set at not less than 5½ inches with the exception of a pathway approximately 10 foot wide along the dam crest which may be cut at 4 inches.

4. Emergency Spillways

Winchester Lake: To be mowed at no less than 5½ inches where grassed. Vegetation in the spillway below the dam is to be allowed.

Bakers Lake: To be mowed at no less than 5½ inches where grassed. Any wooded vegetation to be removed from the grassed area. No maintenance is required in the eroded lower area.

5. Erosion Areas, entering stream banks, wetlands: Not to be cut unless specifically authorized by the management.

8. SAWMILL ROAD TUNNEL

Shortly before opening swimming pool (late May), the tunnel under Sawmill road is to be cleared of mud and any debris, and the down stream drainage ditch from the tunnel to the adjoining creek cleared. Accumulated dirt may be deposited on the field adjacent to the tunnel.

During the Summer months (June–August) the tunnel should be inspected every two weeks and any accumulated dirt or debris removed. The paved walkway into the tunnel should be cleared at this time.

9. ADDITIONAL ITEMS

- a. Removal of large trees and large fallen debris is not within the scope of the service. However, the contractor is expected to advise Greystone management when he observes such work is needed.
- b. It is expected that it will be necessary to chemically treat certain areas to kill weeds and brush. It is understood the scope of this work cannot be estimated until the work is required. The cost of this work is to be estimated at this time and Association management approval is required before the work is started. The cost for this work is not included in the below indicated "Total Cost for One Year of Service" shown in the following paragraph. The contractor is provide a schedule of labor charges for this manner of work in his proposal.
- c. It is expected that sign areas will require replacement plantings. The cost of these plantings, including the attended labor, is not to be included in the maintenance contract, but the contractor is expected to supply this service at extra charge if requested.

LANDSCAPE MAINTENANCE CONTRACT

EXHIBIT A

SIGN AREAS

- | | |
|---|--|
| 1. Clandon Forest (SE Sawmill/Valley Dr.) | 8. Wedges I (NW Leadmine/Wedgeland) |
| 2. Stone Quarter (SE Sawmill/Valley Run) | 9. Wedges I (NW Leadmine/Wedgeland) |
| 3. Vestavia Woods (entrance) | 10. Bluffridge |
| 4. The Springs (Sawmill/Harbor Dr.) | 11. Chadleigh Pointe (SE Sawmill/Pointe) |
| 5. Windsor Wood (2) West and East entrances | 12. Windsor Ridge (Entrance) |
| 6. Valley Lake (2) South and West entrances | 13. Parliament Point |
| 7. Greystone (NE Sawmill/Creedmore) | 14. Greystone Shopping Center |
| | 15. Greystone Recreation Area |

ISLANDS

- | | |
|------------------------|-------------------------------|
| 1. Valley Lake Drive | 6. Bluffside Court |
| 2. Lookout Point Court | 7. Ridge Grove Court (2) |
| 3.. Rolling Dale Court | 8. Vestavia Woods (entrance) |
| 4. Wedgestone Court | 9. Hepworth Court |
| 5. Forest Glade Court | 10. Windsor Ridge (entrance) |

LANDSCAPE MAINTENANCE CONTRACT

EXHIBIT B

GREYSTONE COMMON AREA ACCESS-WAYS (maintained)

Bluffside Court

(between 7229 & 7233)

Kelmescot Way

(On City of Raleigh Property adjacent to 7700)

Sawmill Road

(between Stream and Winchester Pointe Condos)

Valley Lake Drive

(between 7104 & 7108)

Valley Run Drive

(between 7613 & 7617)

(between 7409 & 7413)

Wedgeland Drive

(between 1625 & 1629)

(between 1517 & 1521)