

GROUNDS MAINTENANCE AGREEMENT

THIS AGREEMENT is made as of April 1, 2015 by and between JAY KETNER and KRISTIN KETNER, trading as ARROWHEAD LAWN CARE, 81 Arrowhead Drive, Weems, Virginia 22576 (hereinafter "Contractor") and THE GREEN ASSOCIATION, an unincorporated association, P.O. Box 218, Irvington, Virginia 22480 (hereinafter "Owner").

WHEREAS, Owner is the owner of the common area of that 8.37 acre parcel of real estate on Church Prong along Carter's Creek in Lancaster County, Virginia (the "Property"); and WHEREAS, Owner and Contractor desire to enter into an agreement under which Contractor will provide certain grounds maintenance services as provided herein;

NOW, THEREFORE, in consideration of the premises and of the covenants contained herein, the parties agree as follows:

1. The Services. Contractor shall perform all the labor and provide all the materials, tools, machinery and supervision necessary for the performance of those grounds keeping services at the Property as described on Exhibit A attached hereto (the "Services").
2. Term. Contractor shall provide the Services beginning April 1, 2015 and continuing thereafter until terminated by either party as provided in Section 8 below.
3. Insurance. Contractor shall carry and maintain in force at all times during the term of this Agreement worker's compensation and liability insurance with those limits as shown on the attached declaration and shall provide Owner with proof of such insurances upon request by Owner at any time and from time to time.

4. Payment Schedule. In consideration of Contractor's performance of the Services, Owner shall pay to Contractor the sum of twenty-five hundred and sixty-three dollars per month, which amount shall be due and payable not later than the tenth (10th) day of each month and shall be prorated for periods of less than a month upon the commencement or termination of this Agreement. Contractor agrees that this monthly payment shall not be increased during the first year of this Agreement.

5. Change Orders. No changes will be made in the Services without the express written agreement of Owner. Additional services beyond those described on Exhibit A may be contracted for from time to time as agreed to in writing by the parties.

6. Permits; Taxes. Contractor will secure any necessary permits and licenses required to carry out the Services and will comply with all governmental regulations and ordinances. Any sales, use or other taxes payable with respect to the Services shall be the obligation of Contractor.

7. Work Performance. All Services shall be rendered in a first class, professional manner. Contractor shall protect the Property at all times and repair or replace any damage to the Property at Contractor's own expense; and Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience.

8. Termination. This Agreement may be terminated by either party upon 30 days written notice to the other; provided, however, that either party may terminate this Agreement immediately upon written notice in the event of a material breach of this Agreement by the other.

9. Hold Harmless. Contractor agrees to defend, indemnify and hold Owner and its members, guests and invitees harmless from any liability or claim for damage because of bodily injury, death, property damage or loss and expense arising from Contractor's negligence in the

performance of this Agreement. Contractor is acting in the capacity of an independent contractor with respect to Owner. Contractor further agrees to protect, defend and indemnify Owner from any claims by laborers, subcontractors or materialmen for unpaid work or labor performed or materials supplied in connection with this Agreement.

10. Assignment of Contract. This Agreement may not be assigned by Contractor without the express written consent of Owner.

11. Governing Law; Amendments. This Agreement shall be construed under the laws of the Commonwealth of Virginia and may be modified or amended only by a written instrument executed by both Owner and Contractor.

IN WITNESS WHEREOF ^{Owner} and Contractor have caused this Agreement to be executed as of the date first written above.

ARROWHEAD LAWN CARE

By: [Signature]

and By: [Signature]

THE GREEN ASSOCIATION

By: [Signature]

Its: President

Exhibit A
The Services
Statement of Work
Maintenance of Common Area

ROUTINE/RECURRING MAINTENANCE: [Turf areas, shrub/bed areas, walks, steps, trash/utility areas, accesses to docks and pathways] Months April 1 through November 30, the contractor will, perform a general clean-up on a bi-weekly basis (December 1 through March 30 on a monthly basis) to include: (1) Removing branches, leaves/gumballs and pine needles, (2) clearing all drainage ditches/swales of debris, and (3) April 1 through September 30, spray/kill weeds from managed shrub and flower beds. Small quantities of limbs may be stored adjacent to the tool shed provided the amount stored does not exceed one pickup truck load. All leaves and branches that are removed from the turf and managed bed areas in the front of the units will be removed from the property and properly disposed of. All leaves and branches that are removed from the turf and managed bed areas in the rear of the units may be blown into natural, non-managed areas. Leaves and pines needles shall be removed twice annually from the roofs of the pump house and tool shed in the months of April and November.

LAWN MOWING AND TRIMMING: The contractor will mow and trim lawns to a height of 4". Lawn growth will not exceed 6", beginning April 1 through November 30. In addition to the turf areas of the Owner, 25' on both sides of Golf Course Drive from St Andrews Drive to the culvert adjacent to Unit #1 shall be mowed. Mowing is expected weekly, but some areas may only require mowing every other week depending on the rate of growth of the grass. Mowers will be equipped with sharp blades and care shall be taken not to scar turf with sharp, fast turns. Grass trimmings will be blown off all driveways, walks, patios and steps. If weather prevents a weekly or normally scheduled mowing the lawns shall be mowed as soon as conditions permit.

LAWN FERTILIZATION/LIME AND WEED CONTROL: The Contractor will conduct annual soil tests not later than March 1 and apply fertilizer/lime and weed control on a schedule consistent with the recommendations of the Virginia Cooperative Extension Service and approved by the Owner. Soil test results will be submitted to the Owner.

TRASH PICK-UP: The Contractor will collect only properly bagged trash from the trash utility areas of each unit each Tuesday afternoon. Clippings, branches, etc. placed near the street by the owners will also be removed each Tuesday.

AERATION AND SEEDING: The Contractor will core aerate all lawn areas not later than October 15th. Areas lacking a sufficient stand of grass shall be over-seeded. Seed will be a blend certified for use in shaded areas of Coastal Virginia.

STORM CLEAN-UP: As determined by the Owner, the Contractor will perform a clean-up to remove debris and downed branches from all turf areas. Tree removal and removal of branches larger than 3" in diameter and longer than 10' in length will be on a time basis.

DRIVEWAYS AND PARKING AREAS: The contractor will apply herbicides once a month between April 1 and October 31, to all vegetation growing in the crushed stone driveways and parking areas.

SHRUBS AND BEDS: Shrubs and beds will be pruned at appropriate times dependent on species. Tall shrub plantings next to homes will not be allowed to extend above the lowest gutter or drip line of the house. Shredded, hardwood mulch as approved by the Owner, will be applied at a depth of 2" to all managed shrub and bed areas not later than April 15. Dead or diseased plants will be removed as directed by the Owner. The addition of new plants or replacement plants will be on a time and materials basis.

IVY'S: The contractor will control Poison/English Ivy within 20 feet of units, lawns, shrubs and bed areas.

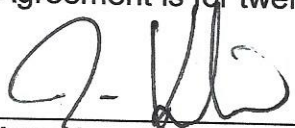
RESOURCE PROTECTION AREA (RPA): No pruning, plant removal or addition of plants shall be conducted in the RPA without the approval of the Owner.

SNOW REMOVAL: [Named streets including Golf Course Drive from St Andrews to Edinburgh] Snow will be removed from these areas on an "on-demand" basis at a mutually agreed-to hourly basis. Snow removal on individual driveways, walks, porches, etc. may be contracted directly with the Contractor.

OTHER: Individual unit owners are not to receive services or products that are not provided by this contract. Contractor is obligated to inform owners that any work in addition and beyond this contract must be paid for by the requesting owner, provided said work is approved by the Board or Management Company.

The contractor will only conduct work approved by the President or Management Company.

Agreement is for twenty-five hundred and sixty-three dollars (\$2,563) per month.



Arrowhead Lawncare

Date 4/1/2015



The Green Association

Date 4-1-2015