

Craft Farms POA Landscape Maintenance Contract

This Contract is between **Sexton Lawn & Landscape (Contractor)** and **CraftFarms Property Owners' Association (CFPOA)**. This contract provides for the total scheduled lawn and landscape maintenance services for:

COMMON AREAS FOR THE DISTRICT

- **The Boulevard**
 - a) Cotton Creek Blvd. from County Road 4 to the intersection with Cotton Creek Circle
 - b) Craft Farms Blvd. from Cotton Creek Blvd. to the traffic circle at Royal Glen and Cypress Gardens.
 - c) The traffic circles and attached areas at:
 - (1) Royal Glen and Prestwick Drive.
 - (2) Glen Eagles Drive and St. Andrews Drive including the area between St. Andrews East entrance and Turnberry Village.
 - d) Cotton Creek Blvd to the entrance columns of Glen Eagles Avenue.
- **The Club**
 - a) Cypress Bend Drive from the western entrance to Cotton Creek Blvd to include the traffic circle at Blue Heron (excluding the R.O.W. in front of the McCollough Institute).
 - b) Cotton Creek Blvd south from the Blue Heron traffic circle to the intersection with Cotton Creek Circle.
- **Glen Eagles Village-**
 - a) The entrance from Cotton Creek Blvd. to the property line of the residential lots as noted in Attachment A.
 - b) The common areas shown in Attachment A.
 - c) All sidewalks & curbs
- **Turnberry Village-**
 - a) The common areas noted in Attachment A.

- b) The entrance from the traffic circle to the residential lots.
 - c) All sidewalks & curbs.
- **Prestwick Village-**
 - a) The common areas noted in Attachment A.
 - b) The entrance at the traffic circle and Prestwick Drive, the entrance at Prestwick Drive and Cypress Lake Drive.
 - c) All sidewalks & curbs
- **Royal Glen Village**
 - a) The entrance from Craft Farms Blvd to Royal Glen Drive as shown in Attachment A
 - b) All sidewalks & curbs
- **Cypress Bend Village.**
 - a) Cypress Lake Drive from the western entrance at Cypress Bend Blvd. and the common areas to the intersection of Blue Heron.
 - b) The common areas as noted in Attachment A.
 - c) All sidewalks & curbs
- **The Estates**
 - a) The entrance to the Estates from the Blue Heron traffic circle to the gate and from the gate to the first residential lot.
 - b) The common areas noted in Attachment A.
 - c) All sidewalks & curbs.

FULL- SERVICE VILLAGES

These villages require mowing, sidewalk, driveway and curb edging, trimming around beds and bush/hedge trimming. This includes all entrances, common areas and empty lots.

- **Cypress Gardens**

The only entrance to the Gardens is at the Craft Farms Blvd circle.

- **Pinehurst**

Pinehurst Drive north from County Road 4 to the roundabout at the intersection of Glen Eagles Drive, Includes Pinehurst Point and Pinehurst Circle.

- **St. Andrews East**

Entrance at Pinehurst Drive on St. Andrews East Drive to the intersection with Pinehurst Circle.

- **St. Andrews**

Entrance at Cotton Creek Circle to the roundabout at Glenn Eagles Drive.

The common area is the reference to the entire city's dedicated right of way (R.O.W.) and the plated parcels known as common area. Common areas include village entrances. Entrances include landscaped areas plus the area around the landscaped areas. For entrances on public roads, the area includes the ditch and R.O.W. between the entrance and the road. The area maintained inside entrances includes but is not limited to the landscaped area, the sections around the landscaped area, and a strip on each side of the road from the entrance to the first residential lot. Other common areas include street islands, boulevards, and well areas. Common areas will be maintained identical to residential lots. Common areas for the District and Villages are depicted in Attachment A of this document.

SCOPE OF WORK

Scheduled services include but are not limited to the following:

Work Hour Restrictions: No work shall begin before 8:05 AM local time for gasoline powered equipment, 7 AM local time for battery powered equipment. Landscaping services are to be limited on Saturday and Sunday.

Service Visit Schedule and Common Area Maintenance:

The contract stipulates regular maintenance for designated areas, detailing the frequency and scope of service visits as well as the definition and care of common areas

Service Visit Frequency:

A total of 42 service visits are scheduled each year for each area. These visits are distributed as follows:

- April-October - Weekly
- November-March - Bi-weekly

If the number of visits significantly deviates from the scheduled 42 per year, the parties agree to negotiate compensation or refund based on a per-visit cost calculation. This cost per visit is determined by dividing the annual contract amount by 42.

Definition of Common Areas:

Common areas refer to all city-dedicated rights of way (R.O.W.) and the parcels officially designated as common areas. These include village entrances, landscaped areas, and the adjacent regions surrounding them. For entrances on public roads, the common area extends to the ditch and right of way between the entrance and the road. Maintenance inside the entrance includes the landscaped area, adjacent sections, and a strip on each side of the road up to the first residential lot.

Additional common areas encompass street islands, boulevards, and well sites. All common areas are to be maintained to the same standard as residential lots. The specific boundaries for the District and Villages are illustrated in Attachment B of the contract.

Work Hour Restrictions:

Use of gasoline-powered equipment is permitted after 8:05 AM local time. Battery-powered equipment may be operated beginning at 7:00 AM local time. Landscaping services are not allowed on Saturdays and Sundays.

Mowing:

Turf will be mowed to a height suitable for the specific turf type and conditions. Mower blades must remain sharp to avoid shredded grass tips. Mower decks should be level according to manufacturer specifications, and tires must be properly inflated to achieve a uniform cut. Mowers shall be of size and weight to prevent gouging holes in the turf. Mowing stakes mark certain areas to distinguish the golf course from CFPOA.

Edging

Sidewalks, curbs, flowerbeds, and trees will be edged during each service visit. Blowers are to be used to clean organic material from sidewalks, curbs and streets. Excess debris, including fallen limbs and branches, must be removed. Debris removal methods must not result in patios, storm sewers, or streets retaining such material. All sidewalks, curbs, and streets in common areas require edging with every service visit.

Pruning

- **Shrubs:** Pruning will remove dead and damaged wood, and will be performed as needed throughout the growing season to maintain appearance, especially *Elaeagnus*. Flowering shrubs (e.g., hawthorns, azaleas, camellias, carnations) shall be pruned after blooming each year. Pruned materials not mulched are to be disposed of by the contractor. Mulched clippings may be blown into shrub beds except where beds are **considered foundation plantings. The contractor is expected to leave the area in a well-kept condition by** collecting and disposing of clippings.
- **Trees:** All trees will be maintained so that no branches or limbs overhang sidewalks, roadways, or parking areas lower than ten feet from the ground. Sucker growth from tree bases and trunks should be removed weekly, or as necessary. Only lower branches of Crepe Myrtles will be pruned. The contractor is responsible for disposing of all pruned material.
- **Ornamental Trees**—such as Wax Myrtles, Hollies, and *Ligustrum*—will be pruned as required, with a minimum schedule of April, July, and October. Disposal of pruned material is the responsibility of the contractor.

Hedges should be pruned in spring and fall. Decorative hedges must stay 30"–42"; privacy hedges at least 72". Keep plantings 15"–18" from walls and 18" from electrical units. Pruned material near structures must be removed or properly disposed of.

The contractor is expected to leave areas "well kept" by removing clippings.

Leaf Mulching:

Mulch and dispose of leaves during major annual tree leaf drop on every service visit, maintaining common areas.

Weeding:

Keep turf, beds, parking lots, curbs, driveways, and parkways weed-free (no plants over 3 inches or denser than 1 per six-inch square). Remove encroaching vegetation from house foundations; dispose of all material.

Policing of Grounds:

Each visit requires cleanup—removal of debris including fertilizer bags, chemical containers, and litter from all grounds. Material must be disposed of by the Contractor. This section complements other Scope of Work sections.

Lakes:

Trim lake edges as needed, at least every second service visit, to maintain neatness.

Fertilizer and Chemicals:

Contractor may apply fertilizer or pesticides if properly certified.

Debris Disposal:

Remove all clippings from entries, driveways, patios, and streets; excessive shrub clippings must be cleared. Mulched clippings can return to flower beds unless otherwise restricted.

Damage to Irrigation System, Plant Material and Personal Property:

Contractor will be responsible for any damage caused during maintenance.

Change Orders:

The CFPOA may, with the approval of the Contractor issue general directions within the general scope of any services performed. Such change (the Change Order) may be for additional work, or the Contractor may be directed to change the direction of the work covered by the Change Order. No change will be allowed unless agreed to by the Contractor and the CFPOA in writing.

Indemnification:

The contractor agrees to hold harmless and indemnify the CFPOA against all claims, suits, damages, cost or legal expense resulting from action, inaction, conduct or negligence of the Contractor, his personnel, or subcontractors.

Cancellation:

The CFPOA reserves the right to cancel the contract by giving a 30-day written notice.

Invoicing:

Invoicing will be on a calendar month basis and will be at the rates shown on the applicable Monthly Cost column of Attachment B. This invoicing may be submitted to the CFPOA as early as the 15th of the month being billed but will not be paid until after the last day of the billing month. Since monthly invoicing is based on 1/12 (one twelfth) of the annual contract amount, in the event the contract is canceled or modified, a refund or payment will be made based on the actual number of service visits accomplished up to the date of the cancellation or modification.

Additional service visits may be requested by the PVR at the cost per visit. The cost per visit is a calculated cost based on the annual cost divided by 42. In the event a partial or special service is required (for example, additional leaf pickup) that service will be negotiated at a cost agreed to by both parties

- The Costs for the Annual Services are shown on “**Attachment B**” of this Contract.

Significant Events:

In the event of a significant event such as a hurricane, tropical storm, or other ACT of God requiring extensive debris clean up, removal and disposal, the parties agree to negotiate fair compensation for this additional work.

Complaints:

In the event a resident has a complaint regarding the quality of work, the resident will contact the CFPOA PM via email or by phone. The CFPOA PM will immediately contact the Contractor LLC preferably via a text message. After the issue is resolved, CFPOA PM via email/phone/text the Resident to report the problem settled.

OTHER NOTICES

1. Insurance:

The Contractor shall maintain throughout the period of this agreement the following types and minimum amount of insurance.

- a) Worker's compensation and employer liability insurance, as required by law, covering employees who perform any of the obligations of the Contractor under this Contract.
- b) Public Liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury or damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
- c) Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, leased or hired shall have limits for bodily injury or death of not less than \$300,000 per person and \$300,000 each occurrence and property damage limits for each occurrence. A single limit \$300,000 for bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including umbrella or catastrophe form.
- d) The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the CFPOA. The Contractor shall cause the CFPOA, P.O. Box 1187, Gulf Shores, AL 36542) to be named "Additional Insured" on all policies of insurance required in section band c of this section. The Contractor shall furnish a certificate evidencing compliance with forgoing requirements to the CFPOA.
- e) The Contractor will provide written notice to the CFPOA of any cancellation or material change in the insurance within 30 days of any such change.

2. Independent Contractor:

The Contractor shall perform the work as an independent contractor, not as sub-contractor, agent or employee of the CFPOA.

CRAFT FARMS LANDSCAPE SERVICE CONTRACT FOR THE DISTRICT

Attest:  (Contractor) Date 7/29/2026
Matthew Hannaman, Sexton Lawn & Landscape, Contractor

Attest:  (CFPOA) Date 7/28/26
John Mitchell, President, Craft Farms POA

Attest:  (CFPOA) Date 7/28/26
Valerie Nehring, Head of Landscape Committee, Craft Farms POA

Attachment A

