EXTERIOR PROPERTY CARE AGREEMENT

M11

Tenant(s): _____
Tenant(s): _____ **et al (and all others)**
Address: _____ **Unit:** _____
City: _____**, OREGON Zip:** _____

- All gates shall be kept latched when not in use to prevent damage to gate hinges. No swinging on open gates.
- Nothing may be stored against the side of the house or other structures on the property.
- Residents shall regularly clean dirt and spider webs from under the eaves and on the siding of the house.
- Residents shall regularly clean exterior light fixtures.
- Tenant(s) shall report all problems with any portion of the property including lighting, fences, fixtures, structures, electrical lines, trees and shrubs to Owner/Agent promptly.
- Driveways, patios, decks, sidewalks and walkways must be kept free of moss, debris and tripping hazards, and may not be used for storage of personal property.
- Residents may keep potted planters on patios porches or decks, as long as walkways are unobstructed and free of tripping hazards. Planters are kept at least six inches away from the building and all pots have protectors to prevent water damage.
- Tenant(s) is/are responsible for ice/snow removal to ensure safe egress on all walkways, driveways, stairs, decks and public sidewalks that abut the property except in the case of common areas, which the Landlord is responsible to clear. The cost of repair to exterior surfaces from the use of salt for deicing will be charged to the Tenant(s).
- Tenant(s) may not plant or remove any trees, plants or shrubs, or alter landscaped areas without the written consent of Owner/Agent.
- Tenant(s) may not compost food scraps or yard waste without the prior written consent of Owner/Agent.
- Tenant(s) shall be held financially responsible for damage to fences, lawns and landscaping due to neglect or failure to perform the duties outlined in this agreement.

☐ **If checked, Tenant(s) is/are not responsible for landscaping.**

☐ **If checked, Tenant(s) is/are responsible for landscaping to the standard indicated below. If no standard is indicated, the default shall be Minimal Care.**

The use of chemicals for weed control or fertilization is:

☐ Allowed, with the following requirements and restrictions: _____
_____

☐ Not allowed, with the following requirements and exceptions: _____
_____

The landscaping on this property requires a (check box): ☐ MINIMAL ☐ LOW ☐ MODERATE ☐ HIGH level of care.

☐ **MINIMAL-LEVEL CARE** includes mowing in accordance city or county code (usually no higher than six inches) with the following additional requirements: _____
_____

☐ **LOW-LEVEL CARE** includes mowing in accordance with city or county code, watering and weeding landscape beds and adequately watering shrubs with the following additional requirements: _____
_____

SAMPLE

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☐ **MODERATE-LEVEL CARE** includes regular mowing with grass not to exceed _____ inches in height at any time. It also includes weeding beds; trimming shrubs (but not trees) to maintain their health and shape; edging the lawn at least once per year; watering landscaping as needed; removing any invasive volunteer trees, plants and shrubs that may encroach upon the house, driveway, sidewalk or walkways; mulching beds at least annually with bark or other protective plant material to keep the soil moist and nourished; prompt removal of leaves so as not to kill grass. Proper disposal of yard debris, and the following additional requirements:

_____

_____

☐ **HIGH-LEVEL CARE** includes weekly mowing of grass, with grass not to exceed _____ inches in height at any time. All flower beds and landscaped areas are to be kept weed-free by use of chemical or natural products as indicated below. The lawn must be edged at least every other month to maintain clean edges. Shrubs and flowers must be dead-headed promptly upon completion of bloom. The lawn must be watered adequately and kept green. Tenants must apply weed and moss control as indicated below in the spring and fall; prior to application of lawn care products lawn must be aerated. Shrubs must be kept trimmed to maintain their health and shape, and so they don't encroach upon the house, driveway, sidewalk or walkways. Invasive trees, shrubs and weeds must be promptly removed when noted, and all flower and landscaped beds must be mulched twice per year with bark o' mulch or other protective organic material to keep the soil moist and nourished. Leaves must be promptly removed so as not to kill grass, and all leaves and debris disposed of promptly, and not allowed to accumulate on the property, and the following additional requirements:

_____

_____

☐ If checked, this property has a working underground sprinkler system. Tenant(s) is/are not to tamper with the timer or turn the system off except in the case of a broken pipe or other emergency, without the consent of Owner/Agent

☐ If checked, this property lies within a Condominium or Homeowner's Association boundary that enforces covenants and restrictions in regards to exterior vehicles and yard care. The additional requirements for this property are attached. Failure to maintain the exterior condition of the property to the specifications of this agreement and the association's regulations, shall result in the Tenant(s) being held responsible for any fines levied by the association.

If Tenant(s) fail(s) to maintain yard in accordance with the above-listed requirements, Owner/Agent may issue a 10-Day Written Notification of the deficiency and if not remedied within that time-frame, may hire a professional service to remedy the default. The cost incurred for such service shall become the responsibility of the Tenant(s).

SAMPLE

Tenant(s) agree(s) to accept responsibility for damaged caused by failure to follow these instructions.

Tenant	**Date**	**Tenant**	**Date**
Tenant	**Date**	**Tenant**	**Date**
Tenant	**Date**	**Tenant**	**Date**
Owner/Agent	**Date**	**Owner/Agent**	**Date**

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