

NEW LAWN AND GRADING MAINTENANCE ADDENDUM

Stonehaven Development, LLC

This New Lawn and Grading Maintenance Addendum ("Addendum") is made part of the Residential Offer to Purchase or purchase agreement (the "Offer") between **Stonehaven Development, LLC** ("Seller" or "Builder") and

_____ ("Buyer"), dated _____, 20____,
regarding the property located at _____
_____ (the "Property").

If any term of this Addendum conflicts with the Offer or any other agreement between Buyer and Seller relating to the Property, the terms of this Addendum shall control with respect to lawn installation, grading, drainage, landscaping, and related maintenance obligations described herein.

1. Scope of Seller's Work

Unless otherwise expressly stated in writing by Seller, Seller's exterior landscaping obligations are limited to:

- finish grade,
- dirt/topsoil placement as determined by Seller,
- lawn seed, and
- straw matting, erosion matting, netting, or similar protective covering.

Buyer acknowledges that decorative landscaping, landscape beds, edging, mulch, shrubs, trees, plantings, retaining walls, irrigation systems, and similar items are not included.

2. Buyer Responsibilities

Buyer understands and agrees that, after closing, Buyer shall be solely responsible for all watering, fertilization, mowing, erosion control monitoring, grading touch-up, and general maintenance of the lawn, yard, drainage swales, and any landscaping at the Property.

Seller shall not be responsible for watering, watering costs, utility bills, or ongoing maintenance expenses associated with establishing or maintaining the lawn, grading, drainage, or landscaping after closing.

Buyer further acknowledges that proper post-closing maintenance is essential to successful lawn establishment and drainage performance.

3. Installation Timing / No Escrow

Seller will make a reasonable effort to install finish grading, seed, and straw matting prior to closing; however, Buyer acknowledges that such work is highly seasonal and weather-dependent.

If lawn, grading touch-up, seeding, or matting are not completed prior to closing due to weather, ground conditions, season, contractor scheduling, municipal restrictions, or other circumstances beyond Seller's reasonable control, Seller may complete such work after closing when conditions permit.

Buyer agrees that **Seller shall not be required to escrow funds for lawn, grading, or landscaping completion**, and Buyer shall not delay closing or assert default solely because such work remains incomplete at closing due to weather or other conditions outside Seller's reasonable control.

Seller may perform such work in phases or in groups of homes for efficiency and scheduling purposes.

4. Lawn Establishment

Buyer understands that a newly seeded lawn requires time, care, and favorable conditions to become established.

A new seeded lawn may take up to **two (2) full growing seasons** to fully establish and fill in. During that time, the lawn may appear thin, patchy, uneven, or weedy. Such conditions are normal for newly seeded lawns and shall not be considered a defect.

Buyer further acknowledges that newly seeded areas may require reseeding, overseeding, additional fertilizer, weed treatment, watering adjustments, or other maintenance after closing, all at Buyer's sole cost and expense.

5. Lawn Expectations and Care

Buyer acknowledges and agrees to the following:

a. Newly seeded areas may be covered with straw matting, erosion matting, netting, or similar materials to help protect seed and reduce erosion. Buyer shall not prematurely remove such materials.

b. Grass seed does not germinate immediately. Germination times vary based on temperature, rainfall, sun exposure, soil conditions, and seed type.

c. Buyer should begin mowing only when the grass reaches an appropriate mowing height, generally around **3 inches**, and should avoid removing more than one-third of the blade length at a time.

d. Newly seeded lawn areas commonly require ongoing fertilization and careful watering in order to thicken and establish.

e. Weed growth, including crabgrass and other annual grasses, is common in newly seeded lawns and shall not be considered a defect in installation, grading, or materials.

f. Buyer shall not apply weed-and-feed or harsh herbicides too early, as doing so may damage immature grass seedlings.

6. No Warranty on Plants, Shrubs, or Lawn

Seller provides no warranty, express or implied, on any lawn, seed, sod, shrubs, trees, plants, or other landscaping materials or living landscape components installed at or on the Property.

Without limiting the foregoing, Seller shall not be responsible for any damage, poor growth, failure to germinate, transplant shock, discoloration, wilting, thinning, erosion, washout, disease, pest damage, or death of lawn, seed, sod, shrubs, trees, plants, or landscaping caused by or related to:

- weather,
- drought,
- excessive rainfall,
- heat,
- cold,
- frost,
- freeze,
- wind,
- hail,
- flooding,
- erosion,
- soil conditions,
- pests,
- animals,
- disease,
- improper watering,
- improper mowing,
- neglect, or

- any other cause beyond Seller's reasonable control.

7. Watering Guidelines

Buyer acknowledges that proper watering is essential to successful lawn establishment.

Failure to water adequately is the most common reason newly seeded lawn areas fail. Buyer agrees that any repair, replacement, reseeding, restoration, or correction required due to insufficient watering or improper maintenance shall be at Buyer's sole cost and expense.

General watering recommendations are as follows, subject to weather and site conditions:

- Newly seeded lawn areas should generally be watered **2–3 times per day** as needed to keep the upper soil layer consistently moist during germination.
- After germination, watering may be reduced gradually, but the lawn should continue receiving sufficient moisture until established.
- Buyer is solely responsible for monitoring actual site conditions and adjusting watering practices accordingly.
- Overwatering can be as harmful as underwatering.

These guidelines are general in nature and are provided for convenience only. Buyer remains solely responsible for lawn care and maintenance.

8. Settlement, Final Grading, and Drainage

Buyer acknowledges that some settlement of soil and landscaped areas is normal and expected after new home construction.

In particular, areas adjacent to the foundation, garage, porch, stoops, sidewalks, utility trenches, disturbed soils, and other backfilled or newly graded areas may settle over time, including for a period of **two (2) years or more** after construction.

After closing, Buyer shall be solely responsible for:

- monitoring the Property for settlement,
- adding dirt/topsoil as needed,
- maintaining positive grade and proper pitch away from the home and improvements,
- preserving swales and drainage patterns, and
- taking such actions as may be necessary to help ensure water drains away from the home and does not collect near the foundation.

Buyer understands that maintaining proper drainage away from the home is an ongoing homeowner maintenance obligation. Seller shall not be responsible after closing for regrading, adding fill, correcting settlement, restoring pitch, or addressing drainage conditions resulting

from normal settlement, erosion, weather, Buyer maintenance failures, or other conditions outside Seller's reasonable control.

9. No Guarantee of Immediate Appearance

Buyer acknowledges that Seller does not guarantee that the lawn, grading, or landscaping will have a full, mature, uniform, or weed-free appearance at closing or within any specific timeframe thereafter.

Variations in color, thickness, growth rate, fill-in, and settled appearance are normal and expected in connection with new construction and newly seeded yard areas.

10. Entire Understanding

This Addendum sets forth the understanding between the parties regarding lawn, grading, drainage, and landscaping obligations. Buyer acknowledges that successful lawn establishment and proper site drainage depend substantially on Buyer's post-closing monitoring, care, and maintenance.

BUYER ACKNOWLEDGES THAT BUYER HAS CAREFULLY READ THIS ADDENDUM, UNDERSTANDS ITS TERMS, AND AGREES TO BE BOUND BY IT.

Dated as of the date first written above.

BUYER:

Signature

Signature

SELLER:

Stonehaven Development, LLC

By: _____

Name/Title: _____