

## ANNEXURE C – FENCING AND LANDSCAPING

1. Fencing
  - 1.1 Subject to the terms set out in this Annexure, the seller, will at their expense, procure for the buyer/s, the provision and erection by a contractor nominated by the seller, of boundary fencing at the property, consisting of Colourbond fencing (or equivalent), in compliance with the Restrictive Covenant.
  - 1.2 Fencing does not include plinths. Purchasers may choose to have these installed by the contractor at their own expense by the contractor - they must match the installed fencing and comply with the Restrictive Covenant.
  - 1.3 Subject to the availability of materials and labour, the Seller shall carry out the installation of the Boundary Fencing within eight (8) weeks of receiving the Boundary Fencing application form from the Buyer.
2. Landscaping
  - 2.1 To assist in the creation of the estate as a distinct community, "Landscaping Guidelines" have been developed to maintain the character of the streetscape.
  - 2.2 Landscaping of front gardens is a requirement of the estate as per the Restrictive Covenant and Design Guidelines, and includes the verge area directly abutting the lot. These areas must be maintained to a reasonable standard at all times by the lot owners.
  - 2.3 All garden areas within public view are to be landscaped within three (3) months of occupation of the dwelling.
  - 2.4 The seller's landscape contractor will, with the buyer, discuss on site a design which is forward of the building line. The seller will pay to the seller's landscape contractor a contribution towards the costs of the landscaping plan. This contribution will be up to the amount specified in Item 11 of the Contract of Sale + GST.
  - 2.5 The landscaping, irrigation design and construction to be provided by the seller will be as follows:
    - (a) Initial consultation between the buyer/s and the landscape contractor;
    - (b) the design, supply and installation of irrigation and "startup" landscaping to the front garden (and side if a corner lot) by the landscape contractor with a contribution towards installation by the developer, and using water wise principles;
    - (c) the landscaping 'must' include the landscaping of the street verge, street tree and front garden tree as a minimum (2 trees per dwelling).
  - 2.6 The installation will nominally include:
    - (a) Design
    - (b) Soil Conditioner
    - (c) Mulch
    - (d) Plants
    - (e) Trees
    - (f) Fertiliser to garden and lawn

2.7 The installation will exclude the following:

- (a) Earthworks
- (b) Power point for irrigation controller
- (c) Pre-lay or irrigation pipe beneath driveway
- (d) Maintenance
- (e) Warranty other than suppliers' warranties and guarantees

2.8 Any additional fencing or landscaping work, which may be required, will be at the sole cost of the buyer/s and must be in accordance with the any landscape guidelines. Any arrangements between the seller's landscape or fencing contractor and the buyer/s will be a matter solely between those parties and will not be an arrangement or agreement to which the seller is a party

3. Claiming your Landscaping/Fencing Bonus

For the Buyer to claim the landscaping/fencing bonus, the Buyer must ensure compliance with all applicable requirements in the Sales Contract, including the following:

- (a) completing construction of the Buyer's Residence on the Property within eighteen (18) months of the Settlement Date and in accordance with the Design Guidelines;
- (b) the lot is level and free of rubbish.
- (c) Survey pegs are still in place and in the correct location. [*Survey pegs are the small square wooden blocks showing the boundary of each lot and are your responsibility to replace after settlement*]

→(c) taps are installed which can be used to irrigate the front landscaping.

→(d) installation of 90mm PVC pipe beneath the driveway to accommodate reticulation.

→(e) Front verge to be boxed out 100mm;

4. Completion of Application Form

- (a) The Buyer must completing and provide o the Seller the Front Garden Landscaping application form and
- (b) Subject to the availability of materials and labour, the Seller shall carry out the Front Garden Landscaping within six (6) weeks of receiving the Front Garden Landscaping application form from the Buyer.

5. Specific Buyer Acknowledgements

The Buyer acknowledges that:

- (a) The tree to be planted to the verge area in accordance with clause 2.2 is a mandatory requirement imposed by the City of Armadale, it cannot be removed, interfered with or damaged and remains the property of the City of Armadale at all times;
- (b) Artificial turf in the front yard is prohibited;
- (c) the Front Garden Landscaping is only in respect of the items stipulated in clause 2 and does not include rockeries, water features, retaining walls, any other type of landscaping treatments or any modification of the irrigation system for whatsoever purpose . Any additional costs incurred as a result of the Buyer's request (which request may be acceptable at the Seller's absolute discretion) to modify the Front Garden Landscaping shall be borne by the Buyer;
- (d) there is a twelve (12) month warranty period for faulty workmanship of the manufactured goods only; and
- (e) water for the reticulation is to be supplied from the mains water supply.
- (f) The benefit of the Front Garden Landscaping and the Boundary Fencing is exclusive to the Buyer and is not transferrable to any third party.

**Prior to building works commencing we recommend either yourself or your builder install a 90mm diameter PVC storm water pipe across your driveway, approx. 300mm below the ground and four metres from your carport. This duct is necessary to run pipework and to avoid extra fees that may apply if this pipe work is not installed.**