

ANNEXURE C – FENCING AND LANDSCAPING

1. Subject to the Buyer completing the works specified in clause 2 of this Annexure, the Seller shall provide the following (Front Garden Landscaping):

(a) Roll on turf to the front and verge area forward of the building set back line (minimum 50% turf area to total landscape area) including sustainable plants and shrubs, water saving mulch as selected by the Seller's nominated landscaping contractor (Seller's Landscaper). Two trees will also be planted – a tree as selected by the Seller's Landscaper in the external verge area and a tree to the front of the Property and within the Property boundary, also to be selected by the Seller's Landscaper; and

(b) an irrigation system limited to servicing the area forward of the building set back line only shall be installed by the Seller's Landscaper. The irrigation system shall consist of fixed below-ground pipe work, 90mm PVC conduit pipe under each driveway, a six station controller fixed to the outside wall of the house adjacent to the Western Power meter box and pop-up sprinkler heads (Irrigation System).

2. The Front Garden Landscaping and Boundary Fencing is provided by the Seller subject to and conditional upon the Buyer:

(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) removing all rubbish and rubble, levelled the area and completing all ground works prior to the commencement of the Front Garden Landscaping; and

(c) completing and providing to the Seller the Front Garden Landscaping application form.

3. 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.

4. The Buyer acknowledges that:

(a) The tree to be planted to the verge area in accordance with clause 1(a) 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 1 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.

5. Subject to the Buyer completing the works in clause 2(a), complying with the Restrictive Covenants in Annexure D and providing to the Seller a completed Fencing and Landscaping application form, the Seller shall provide Colorbond fencing in the colour Basalt to the side and rear boundaries excluding all areas forward of the building line (Boundary Fencing).

6. 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.

7. The benefit of the Front Garden Landscaping and the Boundary Fencing is exclusive to the Buyer and is not transferrable to any third party.