

Annexure C

Baldivis Parks Stage 9 Fencing and Landscaping

1. Subject to the Buyer completing the works specified in clause 2, the Seller shall provide the following (**Front Garden Landscaping**):
 - (a) 'Wintergreen' 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 a street tree, sustainable plants and shrubs, water saving mulch as selected by the Seller's nominated landscaping contractor (**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, 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;
 - (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 and Boundary Fencing application forms within eighteen (18) months of the Settlement Date.
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 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;

- (b) there is a twelve (12) month warranty period for faulty workmanship of the manufactured goods only;
 - (c) water for the reticulation is to be supplied from the mains water supply;
 - (d) all front garden landscaping packages are to include a minimum 200L street tree which is to be maintained by the Buyer and retained for the life of the tree; and
 - (e) all front garden landscaping packages include the landscaping of adjoining verge areas.
5. The Buyer acknowledges that the street tree referred to in clause 4(d) must be planted:
- (a) on the verge in front of the house; and
 - (b) at a location that is either:
 - (i) not less than 2 metres from the side boundary and driveway; or
 - (ii) if clause 5(b)(i) cannot be satisfied, an equal distance from (or midpoint of) the side boundary and any other obstruction (including the driveway).
6. Subject to the Buyer completing the works in clause 2(a), complying with the Restrictive Covenants in Annexure B and providing to the Seller a completed Boundary Fence application form within eighteen (18) months of the Settlement Date, the Seller shall provide a Colorbond fence with Grey Ridge colour frames and panels to the side and rear boundaries excluding all areas forward of the building line and any returns to the building line (**Boundary Fence**).
7. Subject to the availability of materials and labour, the Seller shall carry out the installation of the Boundary Fence within six (6) weeks of receiving the Boundary Fence application form from the Buyer.
8. Notwithstanding clauses 6 and 7, the Buyer acknowledges that the Seller may, at the Seller's absolute discretion, install part or all of the Boundary Fence at any time before Settlement. For the avoidance of doubt, regardless of whether the Seller carries out and completes the works in this clause 8 before Settlement, the Buyer must comply with the requirements in clause 6 in order for the Seller to carry out and complete installation of the Boundary Fence as specified in clause 6 and within the time specified in clause 7.
9. The Buyer acknowledges and agrees that the Buyer is responsible for the repair, maintenance and replacement of:
- (a) that part of the Boundary Fence after Settlement if the Seller elects to install part of the Boundary Fence as described in clause 8; and

- (b) the Boundary Fence after installation of the Boundary Fence by the Seller in accordance with clauses 6 and 7.
10. The benefit of the Front Garden Landscaping and the Boundary Fence are exclusive to the Buyer and is not transferrable to any third party.
11. For information purposes, the below sketch is an indicative plan of the location of the fencing and landscaping.

