

## ANNEXURE C FENCING AND LANDSCAPING

ARBOUR  
MARGARET RIVER

1. Subject to the Buyer completing the works specified in this Annexure, the Seller will provide a contribution towards the verge and front home landscaping.
2. The Seller will pay **the amount specified in the Sale of Land Contract** to the Buyer, or Buyer's landscaper, once photographic evidence of landscaping that complies with these conditions and the Design Guidelines has been provided.
3. The Seller will install a council street tree placed approximately in the middle of the Property's verge (unless otherwise agreed prior to the placement of the tree, at the Seller's discretion), with the Seller not responsible to move the street tree at any time. If the Buyer is not satisfied with the street tree placement for any reason, it must, at its expense, obtain any approvals to relocate the street tree as may be required by council, prior to moving the same.
4. The Front Garden Landscaping contribution 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 **twenty-four (24) months** of the Settlement Date and in full compliance with the Design Guidelines; and
  - b) completion of front landscaping and verge landscaping to the minimum requirements specified, including the front verge and home garden mulched and planted, designer rock or with grass, in accordance with the Design Guidelines.
5. The Buyer acknowledges that:
  - a) The tree to be planted to the verge area in accordance with clause 3 is a mandatory requirement imposed by the Local Authority, it cannot be removed, interfered with or damaged and remains the property of the Local Authority at all times;
  - b) Artificial turf in the front yard is prohibited.
6. Subject to the Buyer:
  - a) completing the works in clause 4(a) of this Annexure;
  - b) complying with the Restrictive Covenants in **the relevant Annexure of the Sale of Land Contract**;
  - c) providing to the Seller a completed Fencing and Landscaping application form (located on the Seller's website); and
  - d) the Buyer not being in arrears of any membership fees payable under the Membership Agreement,the Seller will provide fencing as per the Design Guidelines to the side and rear boundaries excluding all areas forward of the building line (**Boundary Fencing**).
7. Subject to the availability of materials and labour, the Seller will carry out the installation of the Boundary Fencing within eight (8) weeks of receiving the Boundary Fencing application form from the Buyer.
8. The benefit of the Front Garden Landscaping contribution and the Boundary Fencing is exclusive to the Buyer and is not transferrable to any third party.