

LANDSCAPING, RETICULATION AND FENCING INCENTIVES

1. APPLICATION

- 1.1 These are the conditions which apply to the Incentives that are referred to in the Contract.
- 1.2 These conditions only apply to the Buyer described in the Contract and are not transferable to a subsequent buyer of the Property.

2. DEFINITIONS

In these conditions:

“**Contractor**” means a contractor nominated by the Seller to install:

- the Landscaping;
- the Reticulation; and
- the Fencing;

“**Corner Lot**” means a lot which has boundaries adjacent to one or more public streets but excluding a laneway;

“**Fencing**” includes the supply and erection of grey ridge coloured:

- 1.8 metre Wavelok steel sheet fencing to the side and rear boundaries of the Property except to areas forward of the building line or where the boundary abuts a public street or laneway; or
- 1.5 metre Wavelok steel sheet fencing with a 0.3m visually permeable lattice colorbond fence atop where a side and/or rear boundary of the Property abuts a public street or laneway except to areas forward of the building line;

“**Landscaping**” includes each of the following:

- the preparation of a landscape design for the front and verge of the Property including one consultation with the Contractor;
- the installation of Wintergreen instant roll on turf of up to 70% to the front garden forward of the building line but within the Property boundary;
- the installation of Wintergreen instant roll on turf to the verge area between the public street and the Property boundary; and
- the use of dynamic lifter to all turfed areas;
- the use of mulch and soil conditioner to garden bed areas;
- the planting of an assortment of shrubs each of a pot size between 130 to 140mm for each square metre or one shrub per linear metre for garden beds 800mm wide or less;
- the planting of one 100 litre street tree for the verge for a Standard lot or two 100 litre street trees for a Corner lot;

Artificial turf:

Should the buyer want artificial turf they may upgrade at their expense the standard landscaping package and pay the additional cost for artificial turf to replace the wintergreen turf. The buyer will pay the difference between the cost of the wintergreen turf and associated irrigation and the artificial turf directly to the seller's nominated landscaping contractor. The artificial turf will only replace the area of wintergreen lawn and the balance of the package including the street tree and its mulch, reticulation, garden beds and an assortment of shrubs must remain in the landscaping package. The whole value of

the landscaping incentive cannot be swapped for artificial lawn. The landscaping incentive can only be used with the seller's nominated landscaping contractor. The artificial turf must be installed by the seller's nominated landscaping contractor.

Should artificial turf be installed the buyer must comply with the following Council conditions in respect of the verge road reserve:

1. The base of the synthetic turf must be built to be able to withstand cars. No matter what your intentions are, there will always be someone who will want to park on it.
2. A street tree is to be planted within the verge to allow for water infiltration into verge.
3. You must accept full responsibility for the installation and maintenance of the turf and ensure that it is in a safe and sound condition.
4. You will be responsible for the reinstatement of the synthetic turf if any public utility such as the City, Telstra, Western Power etc. require access to the verge for their infrastructure.

"Reticulation" includes each of the following:

- the preparation of a reticulation design for the front landscaped portion of the Property;
- the installation of a reticulation system in accordance with the reticulation design including:
 - o an automatic controller;
 - o reticulation cut in;
 - o rain sensor;
 - o irrigation to turf (pop-ups) and garden areas (spray stakes); and
 - o flood bubblers to street trees;

"Standard Lot" means a lot which is not a Corner lot.

Words and phrases defined in the Contract have the same meaning in these conditions.

3. LANDSCAPING

3.1 The Landscaping will be conducted in accordance with the following policies:

- 3.1.1 St Leonards Private Estate is a water-wise development with a strong sustainability agenda. As such the Landscaping will include a water-wise sensitive design.
- 3.1.2 The design principles for the St Leonards Private Estate Design Guidelines will be applied to the Landscaping design and will be consistent in theme with the overall streetscape for St Leonards Private Estate;
- 3.1.3 A mixture of native plants will be used including drought resistant species.
- 3.1.4 The location and species of street trees will be at the discretion of the Seller and shall not be removed.
- 3.1.5 Garden beds shall be curved and free form and where possible blend with the adjoining property. No angular island or free standing garden beds are permitted.

3.2 The Seller agrees to provide the Landscaping at the Seller's expense to the extent of the Allowance.

3.3 The Buyer must comply with the Building Guidelines, Restrictive Covenants, Building Conditions and Design Guidelines referred to in the Contract and ensure plans for the Residence are submitted to and approved by the Seller prior to commencement of construction of the Residence on the Property.

3.4 The provision of Landscaping is subject to the Buyer providing access to the Property and assistance for the provision of the installation of the Landscaping as required by the Contractor including the following matters:

3.4.1 Installation of a 90mm diameter PVC stormwater pipe across the driveway, accurately located approximately 300mm below the ground. This duct is necessary to run pipe work and wiring for the reticulation under the driveway, and eliminates the need to pull up any paving. An extra fee may apply if this pipe is not installed.

3.4.2 Installation of an irrigation controller adjacent to the meter box and wired to the garage area.

3.4.3 Arranging for the Contractor to "cut in" a 20mm gate valve at the water meter for the Reticulation connection, or alternatively, the provision of a bore at the Buyers cost.

3.4.4 The Buyer ensuring that the site is clean and finished to the levels 40 millimetres below the top of all hard surfaces including but not limited to paving, driveways, crossovers and footpaths. Site cleaning and levelling are not included in the Landscaping.

3.5 The Buyer will be responsible at the Buyer's cost for the following:

3.5.1 provision for reticulation to be extended to the rear of the Property;

3.5.2 additional plants required by the Buyer but not included in the Landscaping design; and

3.5.3 ensuring that the site is clean and level; and

3.5.4 the verge is connected to the mains water supply.

4. FENCING

4.1 The Seller agrees to provide the Fencing at the Seller's expense.

4.2 The Buyer must contact the nominated Contractor approximately two (2) months from the hand over by the builder of the Residence to arrange the installation of the Fencing.

4.3 The Allowance for Fencing shall be determined by the Seller whose decision shall be final.

4.4 The Fencing will not extend forward of the building line to the front of the Residence. Where a parapet wall is incorporated, no Fencing will extend forward of the parapet wall unless the Seller determines at its sole discretion that it is necessary.

4.5 Where there is a retaining wall along a boundary of the Property which is to be fenced, the Fencing will be erected at the top of the retaining wall and may not be exactly on the boundary of the Property. There is no compensation payable by the Seller to the Buyer for any loss of amenity or useable Property.

4.6 It is the responsibility of the Buyer to ensure that:

4.6.1 the area of the Property to be fenced is cleared; and

4.6.2 should there be a difference in level on the boundary to be fenced the Buyer must either remove the soil or provide a suitable retaining wall at their cost; and

4.6.3 all survey pegs are in the correct position (the Seller will not be responsible to replace any missing survey pegs).

4.7 The Seller will only install the Fencing once. Any need to repair, replace, modify, move, remove or realign fences to enable building or due to any damage cause in any manner will be the sole responsibility of the Buyer.

4.8 The Buyer must comprehensively insure the Fencing constructed on the Property and such insurance must commence from on or before the date construction of the Fencing commences. The Seller takes no responsibility to any damage, loss or theft of any parts of the Fencing caused after construction of the Fencing has commenced.

5. RETICULATION

- 5.1 The Seller agrees to provide the Reticulation at the Seller's expense.
- 5.2 The Buyer must contact the Sellers nominated Contractor approximately two (2) months from the hand over by the home builder of the Residence to arrange the installation of the Reticulation.
- 5.3 The allowance for Reticulation shall be determined by the Seller whose decision shall be final.
- 5.4 The Reticulation will not extend forward of the building line to the front elevation. Where a parapet wall is incorporated, no Reticulation will extend forward of the parapet wall unless the Seller determines at their discretion if it is necessary.
- 5.5 It is the responsibility of the Buyer to ensure that the area of the Property to be reticulated is cleared and level.
- 5.6 The Seller will only install the Reticulation once. Any need to repair, replace, modify, move, remove or realign Reticulation to enable building or due to any damages cause in any manner will be the sole responsibility of the Buyer.
- 5.7 The Buyer must comprehensively insure the Reticulation constructed on the Property and such insurance must commence from on or before the date construction of the Reticulation commences. The Seller takes no responsibility to any damage, loss or theft of any parts of the Reticulation caused after construction of the Reticulation has commenced.

6. GENERAL TERMS AND CONDITIONS

- 6.1 The Landscaping, Reticulation and Fencing are subject to and conditional upon the Buyer:
 - 6.1.1 not transferring the Property to a third party prior to the provision of:
 - 6.1.1.1 the Landscaping;
 - 6.1.1.2 the Reticulation; and
 - 6.1.1.3 the Fencing.
 - 6.1.2 accepting that the extent and costs and its allocation shall be determined by the Seller whose decision shall be final;
 - 6.1.3 accepting that the incentives are not redeemable for cash or any other product or service;
 - 6.1.4 completing construction of and occupying the Residence on the Property within 12 months from the Settlement Date;
 - 6.1.5 not breaching any of the St Leonards Private Estate Design Guidelines and Restrictive Covenants;
 - 6.1.6 having received approval of the plans and specifications of the Residence from the Seller prior to commencement of construction; and
 - 6.1.7 requesting commencement of the works within 2 months of occupation of the Residence.
- 6.2 The Seller warrants to the Buyer that:
 - 6.2.1 all work to be performed as part of the Landscaping, Reticulation or Fencing will be performed in a proper and workmanlike manner by the Contractor;
 - 6.2.2 all material employed for the Landscaping, Reticulation and Fencing will be of good quality and fit for the intended purpose;
- 6.3 The Seller is not responsible for any loss or damage to the Landscaping, Reticulation and Fencing caused by the Buyer or any other person.

7. MISCELLANEOUS

- 7.1 The Buyer acknowledges and agrees that:

- 7.1.1 the Landscaping only relates to the front garden and street verge and cannot be exchanged for landscaping to any other area of the Property;
- 7.1.2 that the Landscaping is for soft landscaping and reticulation does not include any hard Landscaping works such as paving, retaining walls and rockeries;
- 7.1.3 the Buyer will provide the Contractor with a copy of the Property Site Plan as soon as it is advisable to assist with the Landscaping design consultation process.