



Fencing and Landscaping

embark
BUSSELTON

Fencing and Landscaping

The provision of Fencing and the Landscaping rebates are conditional upon the buyer/s achieving practical completion of a dwelling in accordance with the Restrictive Covenants and the Design Guidelines. Note: Fencing and Landscaping to be redeemed within 24 months from Settlement.

Fencing

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 Colorbond fencing (or equivalent), in compliance with the Restrictive Covenant.

Fencing does not include plinths and gates. Purchasers may choose to have these installed by the contractor at their own expense and must match the installed fencing and comply with the Restrictive Covenant.

Landscaping

To assist in the creation of Embark as a distinct community, "Landscaping Guidelines" have been developed to maintain the character of the streetscape.

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.

All garden areas within public view are to be landscaped within six months of occupation of the dwelling. 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 buyer a contribution towards the costs of the front landscaping. The contribution will be up to the amount specified in Item 3 of the Contract of Sale + GST.

The buyer has two (2) options by which to receive the landscaping rebate. Option 'A' is to have works completed by the Embark Estate Contractor- LD Total, or Option 'B' complete landscape works themselves or by an alternative landscape contractor of their choice.

OPTION A

The landscaping, irrigation design and construction to be provided by the seller will be as follows:

- Initial consultation between the buyer/s and the landscape contractor
- 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. The landscaping 'must' include the landscaping of the street verge, street tree and front garden tree as a minimum (2 trees per dwelling).

The installation will nominally include:

- Design
- Soil Conditioner
- Mulch
- Plants
- Trees
- Fertiliser to garden and lawn

The installation will exclude the following:

- Earthworks
- Power point for irrigation controller
- Pre-lay or irrigation pipe beneath driveway
- Maintenance
- Warranty other than suppliers' warranties and guarantees

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OPTION B

The buyer may undertake front landscaping works themselves, or engage an independent landscape contractor to complete the works.

Subject to the Buyer completing front landscaping works meeting the minimum requirement as specified below and in the 'Fencing and Landscaping' form, the Seller will provide a contribution towards the following (Front Garden Landscaping):

- 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
- One tree is to be planted within the Property boundary. This tree is in addition to that the street tree and mulching of verge.
- An irrigation system limited to servicing the area forward of the building set back line. The irrigation system should consist of fixed below-ground

pipe work, 90mm PVC conduit pipe under each driveway, and a multi station controller fixed to the outside wall of the house.

- Artificial turf in the front yard is prohibited.

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 Guidelines. Any arrangements between the seller's landscape 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.

The buyers acknowledge and agree that the seller will retain \$600 of the specified landscaping contribution amount if the buyer proceeds with Option B to install the street trees in accordance with the City of Busselton's specifications.

For avoidance of doubt, the Landscaping Contribution specified in your sale of land contract for Option B is inclusive of GST.

The Landscaping Contribution is provided by the Seller subject to and conditional upon the Buyer:

- completing construction of the Buyer's Residence on the Property within eighteen (18) months of the Settlement Date and in full compliance with the Design Guidelines;
- completion of Front Landscaping to the minimum requirements specified;
- Front Verge mulched or landscaped;
- Street tree installed;
- Photographic evidence and site confirmation of works having been completed to developers requirements; and
- completing and providing to the Seller the Front Garden Landscaping application form.
- Upon completion of landscaping works and acknowledgment of minimum standards being met by the Seller, an EFT will be arranged to the buyer for the amount specified in Item 3 of the Contract minus the fixed \$600 street tree cost.
- For avoidance of doubt, the buyer will receive the contribution amount specified in Item 3 of the Contract of Sale less the \$600 street tree fee (which the seller will use to install the street tree pursuant to the Local Authorities requirements).

Street Tree

The tree to be planted to the verge area is a mandatory requirement imposed by the Local Authority, and it cannot be removed, interfered with or damaged and remains the property of the Local Authority at all times;

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To Claim Your Landscaping/Fencing Bonus you must ensure you have complied with all applicable requirements in the Sales Contract, including the following:

- Your lot is level and free of rubbish.
- 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
- You must install taps which can be used to irrigate the front landscaping.
- You must install a 90mm PVC pipe beneath the driveway to accommodate reticulation.
- Front verge to be boxed out 100mm.

Embark Fencing Rebate

Complete all sections of this form 8 weeks prior to completion of your new home Email form to: hello@yolkpropertygroup.com.au

Landowner(s) Name:

Current Address:

P/Code:

Phone No (A/H):

(Work)

Email:

Your New Home Address at Embark / Yalyalup Corner Estate

Lot No:

Street:

Date lot settled:

Builder's Name:

Phone No:

Anticipated occupancy date of your new home:

Landscaping Option A or B - Please confirm

Option A

Option B

Please confirm: (Please Tick)

I/WE have read, agree and have complied with the fencing and landscaping bonus terms and conditions (refer to Annexure C of the Sales Contract)

Please confirm: (Please Tick)

From the date of installation of the fencing and landscaping, I/WE, accept responsibility for the fencing and landscaping

Landowners Signature:

Date:

Office use only – Approved by the Seller

Expiry date

Additional information:

Signature:

Date: