

## Annexure B – Welcome Package Landscaping, Fencing and Technology

The aim of the Capricorn Welcome Package is to help improve the quality of living within Capricorn by the provision of fencing, landscaping and access to the latest communication technology. This package adds to the integrated theme created by the Capricorn Design Guidelines.

### **Front Yard Landscaping Package**

Capricorn is a waterwise development with a strong sustainability agenda. As such, the Front Yard Landscaping Package has been designed to include a water wise landscape design using mainly native, waterwise plants and only a limited amount of turf. Capricorn will provide the landscaping package according to the following Capricorn Landscape Policy:

- The landscape design shall comply with the design principles outlined in the Design Guidelines.
- The final design of the front yard and front verge landscape shall be consistent in theme with an overall streetscape to be implemented at the discretion of the Capricorn Town Architect.
- Plants provided as part of the package will be species that are either local to Yanchep, otherwise native to Australia and water wise. In particular, high water use species such as palms are not permitted.
- Front yards (front building line to front boundary) will be landscaped with local and waterwise plant species, irrigation, mulch and a maximum of 30% turf. All garden and no turf is also an acceptable waterwise choice.
- Gardens beds shall be curved and free form and where possible blend with adjoining neighbouring properties. Angular, island or free standing garden beds are not permitted.
- Front road verges (front boundary to road kerb) will be landscaped with local plant species, irrigation, mulch and a maximum of 30% turf. As part of the overall streetscape design, the front verge landscaping may include a street tree. Where street trees are provided they shall not be removed. The location and species will be determined at the discretion of the Capricorn Town Architect.
- Side verges (for corner lots) will be landscaped with local and waterwise plant species, irrigation and mulch only (no turf).
- Where turf is provided it will be soft leaf buffalo.
- Variations to the Capricorn Landscape Policy may only occur with the agreement of the Capricorn Town Architect.

**Initials**\_\_\_\_\_

### ***Provision of Landscaping***

The Seller agrees to provide landscaping to the front garden and verge and in the case of a corner lot, the side verge, at the Seller's expense, to the Seller's specifications and satisfaction, subject to the following conditions:

1. The provision of the Front Yard Landscaping Package is dependent on the Buyer complying with the Capricorn Design Guidelines, Restrictive Covenants and any other conditions referred to in the Contract for Sale (this contract), including but not limited to ensuring that house plans are submitted to and approved by the Seller prior to commencement of construction of a residence on the land;
2. The landscaping will be designed and implemented by a Landscaping Contractor nominated by the Seller;
3. Any allowance with respect to landscaping shall be determined by the Seller whose decision shall be final;
4. Front verge irrigation and in the case of a corner lot, side verge irrigation, is to be connected to the Buyer's mains water supply and will be the ongoing responsibility of the Buyer;
5. The Buyer shall provide access and assistance for the provision of the installation of the landscaping as required by the Landscaping Contractor;
6. The Buyer shall undertake the following, prior to the commencement of landscaping:
  - a. Completion of the boundary fencing, as well as return fences (fences or gates between side boundary and the residence),
  - b. Install an external power point for the irrigation controller at the buyer's cost after consultation with the Landscaping Contractor,
  - c. Install a 90mm diameter PVC stormwater pipe under the driveway, accurately located 200mm below the ground, with the end locations marked by tape or picket. An extra fee may apply if this pipe is not installed,
  - d. If any areas of the yard will be paved, install a 90mm diameter PVC stormwater pipe under the paving with the end locations marked by tape or picket to allow irrigation piping and wiring to be installed. Failure to consult the Landscaping Contractor prior to laying paving may lead to delays and additional costs,
  - e. Arrange for plumber to 'cut in' a 20mm gate valve at the water meter for the reticulation connection, or alternatively, the provision of a bore at the Buyer's option,
  - f. Ensure that the site is clean and finished to the levels required by the Buyer. Site cleaning and levelling are not included in the landscape package,
  - g. Any other site specific requirements that the landscaper may reasonably request.
7. Reticulation will cover the front yard and verges only and will not be provided to the rear part of the land behind the front building line of the residence.
8. The Seller has no obligation to extend the Front Yard Landscaping Package to any owner other than the original Buyer of the land, and said package is not transferable without written permission from the Seller.

**Initials** \_\_\_\_\_

## **Boundary Fencing Package**

The intention of the Boundary Fencing Package is to ensure that there is a consistent and high quality provision of fencing throughout the estate and to manage the installation by the nominated contractor through the Seller.

### ***Provision of Boundary Fencing***

The Seller agrees to provide, at the Seller's expense, Timberlap fencing, or other fencing nominated by the Seller, to the side and rear boundaries (not including return fencing from the house to the side fence) of the lot, subject to the following conditions:

- 1 The provision of the fencing package is dependent on the Buyer complying with the Capricorn Design Guidelines, Restrictive Covenants and any other conditions referred to in the Contract for Sale (this contract), including but not limited to ensuring that house plans are submitted to and approved by the Seller prior to commencement of construction of a residence on the land;
- 2 The Buyer must contact the Seller's nominated contractor at least two months prior to the date that the fencing is required, to arrange the installation of the fencing package;
- 3 The allowance for fencing shall be determined by the Seller whose decision shall be final;
- 4 The fence shall be constructed by a Fencing Contractor nominated by the Seller;
- 5 The fence will not extend forward of the front building line. Where a parapet wall is incorporated, no fencing will extend forward of the parapet wall;
- 6 Where there is a retaining wall along a boundary of the land which is to be fenced, the fence will be erected at the top of the retaining wall and may not be exactly on the boundary of the land. There is no compensation available for any loss of amenity or usable land in this regard;
- 7 It is the responsibility of the Buyer to ensure that the area of the land to be fenced is clear of obstructions;
- 8 The Buyer is to ensure that all survey pegs are in the correct positions and the Seller is not responsible for the replacement of any missing survey pegs;
- 9 The Seller will install fences only 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;
- 10 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. As such, the Buyer is encouraged to comprehensively insure the fences constructed on the land under this Boundary Fencing Package and such insurance should commence from on or before the date construction of the fencing commences; and
- 11 This fencing package is a contract between the Seller and original Buyer and not transferable to subsequent Buyers without written permission from the Seller.

**Initials** \_\_\_\_\_

## Capricorn Telstra Smart Community Technology Package

Capricorn at Yanchep is a "Telstra Smart Community" (part of the Telstra Velocity Network) and as such all residents must be connected to the fibre optic network. It is the Buyer's responsibility to ensure the builder supplies the necessary cabling and conduits, TV and data points to the home as determined by the Buyer's own requirements and at the Buyer's own cost.

Please advise your builder that Capricorn is a part of the Telstra Velocity Network.

Cabling requirements to facilitate access to the network can be complicated depending on the Buyer's requirements. As such Capricorn has engaged the services of Intelligent Homes which is experienced in the delivery of fibre to the home technology.

Intelligent Homes is a Telstra-approved provider and will with no obligation; contact the Buyer to discuss the Buyer's requirements. Intelligent Home can be contacted on **1300 852 633**. The Buyer has no obligation to use the services of Intelligent Home.

As part of the Capricorn Welcome Package, the Buyer will be provided with a **\$1,500 rebate** against eligible Telstra services on the fibre to the home network. These services may include:

1. Home Phone Line Services
2. Big Pond High Speed Internet Service from a Telstra package
3. Foxtel Digital from a Telstra package
4. Free to Air Digital TV Service
5. Mobile Coverage 3G Service
6. Other Telstra products and Services

The Buyer can also use the rebate to purchase other Telstra products and services, at the discretion of Telstra. Telstra Smart Community can be contacted on **1800 008 994**.

Telstra will charge the normal connection fees for a home phone.

The Buyer is aware that Capricorn will provide Telstra with the Buyer's contact details in order to arrange the fibre optic connection.

This Technology Package is a contract with the Seller and the original purchaser and not transferable to subsequent Buyers without written permission from the Seller.

**Buyer** \_\_\_\_\_

**Buyer** \_\_\_\_\_

**Witness** \_\_\_\_\_

**Witness** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

**Seller** \_\_\_\_\_

**Witness** \_\_\_\_\_

**Date** \_\_\_\_\_