

Kirkpatrick Court – Seville Grove

Fencing Allowance

The Seller agrees that it will provide, for the benefit of the Buyer, fencing along the rear and side boundaries of the land hereby sold ("the land") subject to the following conditions:

- (a) Fencing will be to the value of construction of a fence comprising Colorbond or similar product in a colour to be nominated by the Seller.
- (b) The allowance is applicable for a period of eighteen (18) months after the settlement date of the Land provided that the house has been practically completed by that time.
- (c) The fencing does not extend forward of the building line and otherwise complies with the Shire conditions.
- (d) Where there is a retaining wall along a boundary of the Land which is to be fenced, the allowance is for the fence to be erected on the high side of the existing walls unless otherwise discussed and agreed to by all parties concerned.
- (e) It is the responsibility of the Buyer to ensure that the area of the Land to be fenced is level, and that the survey pegs are located in the correct positions prior to the fence being installed, otherwise installation could be delayed.

The Seller's obligation to install fencing is not transferable by the Buyer to a third party.

The Buyer must contact the Seller's fencing contractor by post or fax, 3 weeks prior to the completion of their dwelling. The Seller's nominated fencing contractor is:

Name: _____

Address: _____

Phone: _____

Fax: _____

The Seller may engage such other fencing contractor as it sees fit. If the Seller engages such other fencing contractor it shall give reasonable notice of such engagement to the Buyer.

Buyer: _____

Buyer: _____

Witness: _____

Witness: _____

Date: _____

Date: _____

Seller: _____

Witness: _____

Date: _____