



# LAKEVIEW

PRIVATE ESTATE

## ANNEXURE E

### LANDSCAPING & FENCING BONUSES

#### 1. LANDSCAPING BONUS

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##### 1.1 Landscaping Works

Subject to clauses 1.2 and 2.5 below, the Seller hereby agrees to provide, at the Seller's expense, verge and front garden landscaping designed, supplied and installed by Peter Green of Westcoast Landscaping (or such other reputable landscape contractor nominated by the Seller) which shall consist of the following (which, for the purposes of this annexure, shall be referred to as "the Landscaping Works"):

- (a) instant roll-on turf of the "winter green" variety (or such other variety nominated by the Seller) to the verge area in front of the Property (if applicable) and to the front garden area of the Property forward of the front building line, up to a maximum total area of 115 square metres (if the Property is not corner lot) or 235 square metres (if the Property is a corner lot);
- (b) garden beds filled with organic mulch and plants selected by the Seller; and
- (c) a water wise irrigation system consisting of:
  - (i) fixed below ground 25 mm Class 9 / 20 mm Class 12 rigid PVC pipe work;
  - (ii) an automatic 6 station water wise controller installed adjacent to the Western Power meter box; and
  - (iii) pop up sprinklers for the turfed area and a combination of fixed head and dripper sprinklers (in poly) to the garden beds.

##### 1.2 Conditions of Landscaping Bonus

- (a) The provision of the Landscaping Works is subject to and conditional upon:
  - (i) the Buyer commencing construction of a permanent and non-transportable dwelling on the Property (which, for the purposes of this annexure, shall be referred to as "the Primary Residence") within 6 months of the Settlement Date and completing construction of the Primary Residence within 2 years of the Settlement Date;
  - (ii) the Buyer, within 2 months of completion of the Primary Residence, providing the Seller with Notice advising that the Primary Residence has been completed and requesting that the Seller carry out the Landscaping Works For the purposes of this annexure E, Notice by the Buyer to the Seller must be sent by email to [terry.taylor@harcourts.com.au](mailto:terry.taylor@harcourts.com.au) (or such other email address nominated by the Seller from time to time);

- (iii) the Buyer removing all rubbish and rubble and levelling the area to be landscaped in preparation for the Landscaping Works to commence. Where the proposed turfed area meets a kerb, driveway or path, the Buyer must ensure that the final level of the soil is approximately 40 millimetres below the top of that hard area of kerb, driveway or path;
  - (iv) the Buyer installing a 90 millimetre PVC pipe beneath the driveway, offset 4 metres from the front of the garage. The pipe will assist in minimising disruption to paving which may otherwise occur during installation of the irrigation system; and
  - (v) the Buyer not breaching any of the terms and conditions of this Contract.
- (b) In the event that the Buyer does not comply with the conditions set out at clause 1.2(a) above then the Seller is under no obligation to provide the Landscaping Works to the Buyer.

### 1.3 Completion of Landscaping Works

Subject to the Buyer's compliance with the terms and conditions of this annexure, the Landscaping Works shall be completed by the Seller as soon as reasonably possible after the date that the Buyer provides the Seller with Notice pursuant to clause 1.2(a)(ii) above.

### 1.4 Buyer's Acknowledgments

The Buyer acknowledges:

- (a) that it must grant the Seller (and any contractor/s nominated by the Seller to carry out the Landscaping Works) the right to enter upon the Property for the purpose of carrying out the Landscaping Works;
- (b) that while the Seller will use its best endeavours to take into account the requirements of the Buyer, all decisions with respect to the extent of the Landscaping Works are to be determined by the Seller in the Seller's absolute discretion;
- (c) the Landscaping Works do not include rockeries, retaining walls or any other type of landscaping treatments other than selected plants included as part of the Landscaping Works at the Seller's absolute discretion;
- (d) a 12-month warranty period covers faulty workmanship of the manufactured goods only including valves, sprinklers, controllers and pipework; and
- (e) that the Landscaping Works are not transferable to a third party and the Buyer's right to receive the Landscaping Works will become null and void should the Property be on-sold to a third party prior to the provision of the Landscaping Works.

## 2. FENCING BONUS

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### 2.1 Fencing Works

Subject to clause 2.2 below, the Seller hereby agrees to provide, at the Seller's expense, side fencing up to the front building line and rear boundary fencing using domain coloured double sided Metroll® fencing (or a substantial similar colour if domain is discontinued) at 1800mm high with a 'Harmony' profile (or a substantially similar profile if the Harmony profile is discontinued) ("the Fencing Works").

### 2.2 Conditions of Fencing Bonus

- (a) The provision of the Fencing Works is subject to and conditional upon:
  - (i) the Buyer commencing construction of a Primary Residence on the Property within 6 months of the Settlement Date and completing construction of the Primary Residence within 2 years of the Settlement Date;

- (ii) the Buyer within 2 months of completion of the Primary Residence providing the Seller with Notice advising that the Primary Residence has been completed and requesting that the Seller carry out the Fencing Works; and
  - (iii) the Buyer not breaching any of the terms and conditions of this Contract.
- (b) In the event that the Buyer does not comply with the conditions set out at clause 2.2(a) above then the Seller is under no obligation to provide the Fencing Works to the Buyer.

### 2.3 Completion of Fencing Works

Subject to the Buyer's compliance with the terms and conditions of this annexure, the Fencing Works shall be completed by the Seller as soon as reasonably possible after the date that the Buyer provides the Seller with Notice pursuant to clause 2.2(a)(ii) above.

### 2.4 Buyer's Acknowledgments

The Buyer acknowledges:

- (a) that it must grant the Seller (and any contractor/s engaged by the Seller to provide the Fencing Works) the right to enter upon the Property for the purposes of carrying out the Fencing Works;
- (b) that it shall not be entitled and agrees not to claim any amounts back from any adjoining lot owners for fencing supplied by the Seller;
- (c) that, where the fencing is set directly into soil, the bottom of the fencing shall be set as close as reasonably possible to the "paving height" shown on the Buyer's building plans. For the avoidance of doubt, this may result in a gap at the base of the fencing if the Property has a slope however the Buyer shall not make any Objection in relation to any such issues and furthermore the Buyer shall be solely responsible for any site works and/or retaining that the Buyer considers necessary as a result of any such issues;
- (d) if the Seller has constructed a fence on any boundary of the Property prior to the Seller providing the Fencing Works then the Seller's obligations shall be limited to constructing a boundary fence only on any unfenced boundary of the Property and, for the avoidance of doubt, the Seller shall not be required to adjust the height of any existing fencing relative to the "paving height" shown on the Buyer's building plans or otherwise;
- (e) this fencing bonus does not apply to and the Seller is under no obligation to provide fencing in relation to any section of a boundary that has a nil setback or any section of a boundary that an applicable detailed area plan indicates is not to be fenced;
- (f) in the event that the Buyer does not comply with the conditions set out at clause 2.2(a) and the Seller does not provide the Fencing Works or the Seller does not supply the Fencing Works for any other reason, the Buyer agrees to erect fencing to the quality and standard as the fencing that would have been provided by the Seller as part of the Fencing Works;
- (g) that the Fencing Works are not transferable to a third party and the Buyer's right to receive the Fencing Works will become null and void should the Property be on-sold to a third party prior to the provision of the Fencing Works; and

- (h) that the Seller does not guarantee that any fencing provided by the Seller pursuant to this annexure will be located on the exact boundaries of the Property and the Buyer shall not make any Objection.

**2.5 Early Payment**

- (a) The Seller reserves the right to elect for the Buyer to complete the Landscaping Works and Fencing Works set out in clauses 1.1 and 2.1 of this Annexure E at any time prior to completion of construction of the Primary Residence on the Property.
- (b) If the Seller elects in accordance with clause 2.5(a), the Seller will pay to the Buyer a bonus of \$7,500.

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Buyer(s) initial here

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