

Landscaping, Reticulation & Fencing Bonus Offers

The Seller hereby agrees to provide, at the Seller's expense landscaping, reticulation and fencing, as follows:

1. Front Landscaping Bonus (Landscaping Bonus)

- 1.1. Instant roll on turf up to 50% to the front garden forward of the building line but within the Property boundaries.
- 1.2. Landscaping to verge areas between the public street boundary and the back of the road kerb may be installed at Seller's absolute discretion.
- 1.3. Mulch or similar to garden bed areas.
- 1.4. An irrigation system limited to service the front garden and verge area forward of the building set back line, supplied from the mains water supply.
- 1.5. A street tree and assortment of shrubs.

2. Side and Rear Fencing Bonus (Fencing Bonus)

- 2.1. Dividing fences on the boundaries of the Property (except to areas forward of the building line).
- 2.2. The designated colour for the fence is to be 'Monument'.
- 2.3. For secondary street fencing (corner lots) colorbond or visually permeable fencing will be for no less than 3m behind the front building line and not exceed 1.8m in height.

3. Terms & Conditions

3.1. The Landscaping and Fencing Bonus offers are subject to and conditional upon the Buyer:

- (a) not transferring the Property to a third party prior to installation of the Landscaping and Fencing Bonus;
- (b) accepting that the extent and amount of any bonus offer shall be determined by the Seller whose decision shall be final;
- (c) accepting that the bonus offer is not redeemable for cash or any other product or service;
- (d) accepting that as part of the landscaping of the verge areas of lots which are not corner lots or corner lots where the secondary street is a laneway, it is a requirement that a 'street tree' is planted, being a tree lining the primary street adjoining the house on the Property;

- (e) accepting that as part of the landscaping of the verge areas of lots which are corner lots where the secondary street is not a laneway, it is a requirement that one 'street tree' is planted on the primary street adjoining the house on the Property and not less than two on the secondary street;
- (f) the Buyer maintaining the verge areas in accordance with any policy of any Authority, including the City of Swan, regarding verge maintenance;
- (g) completing construction of and occupying the house on the Property within 24 months from the Settlement Date;
- (h) not breaching any of the Protective Covenants as set out in Annexure B of this Contract;
- (i) having received approval of the house plans and specifications from the Seller prior to commencement of construction; and
- (j) requesting commencement of the works within two months of occupation of the dwelling.

3.2. The Landscaping Bonus offer is also subject to and conditional upon, the Buyer:

- (a) removing all rubbish and rubble and levelling the area to be grassed and reticulated in preparation for the landscaping works to commence;
- (b) ensuring the final level of the soil is approximately 40mm below the top of that hard area, where the proposed turfed area meets the kerb, driveway or path;
- (c) installing a 90mm PVC stormwater pipe beneath the driveway, offset 4m from the front of the carport/garage for Properties where vehicle access is not from a rear laneway, to assist in minimising disruption to paving which may otherwise occur during installation of the irrigation system;
- (d) accepting that the bonus offer can only be used to landscape the front garden and street verge and can not be exchanged for landscaping any other area;
- (e) accepting that the bonus offer is for soft landscaping and reticulation and does not include any hard landscaping works such as paving, retaining walls, rockeries, etc; and
- (f) providing the landscaping contractor a copy of the Property site plan to assist with the landscape design consultation.

3.3. The Fencing Bonus offer is also subject to and conditional upon, the Buyer:

- (a) removing all rubbish and rubble and levelling the area to be fenced;
- (b) ensuring that all survey pegs are in place; and
- (c) acknowledging the dividing fence will not necessarily be exactly on the boundary and in the case where there is retaining wall erected by the Seller on or near the boundary, the dividing fence will be erected on the centreline of the retaining wall projected for the entire length of that boundary.