

# LAKE SIDE

AT MANOR LAKES

## LANDSCAPE BONUS OFFER (OFFER) – TERMS AND CONDITIONS

Free landscaping and 12 months free garden maintenance, is available to eligible purchasers of Lakeside Precinct lots subject to the terms and conditions of this Offer.

1. The dwelling house, driveway and preparatory works must be completed in accordance with the laws, contract of sale, building plans approved by the Lakeside Design Panel, title restrictions, Lakeside Design Guidelines and this Offer.  
The preparatory works that must be completed before landscaping works can commence include:
  - installation of a 90 millimetre PVC pipe under the driveway, to enable future irrigation connection/s;
  - the provision of the occupancy permit for the dwelling house to the Lakeside Design Panel;
  - the removal of all rubbish, rubble, weeds and vegetation from where landscaping is to be installed;
  - the provision of a suitable grade across all areas where landscaping is to be installed and the completion of compliant retaining walls;
  - installation of an approved letter box; and
  - such other works the Developer reasonably requires for the lot in order to facilitate the proper installation of the landscaping.
2. Selection of the preferred garden design from the options available to the Purchaser must be made by completing and submitting the Landscape Bonus Offer application form with the Certificate of Occupancy to the Lakeside Design Panel.
3. On completion of preparatory works, the Purchaser must notify the Developer in writing so the Developer can make arrangements to inspect the lot to assess the state of the preparatory works.
4. If the Developer considers that the preparatory works have not been completed (acting reasonably) to the extent of meeting the requirements of this Offer or to the extent of enabling the landscaping to be satisfactorily installed, the Developer can request that further works to be carried out and completed before the landscaping works commence.
5. Where the preparatory works have been completed to the reasonable satisfaction of the Developer and the Purchaser has made a written selection of its preferred garden design, the Developer will arrange for the landscaping works to be undertaken. Generally, the landscaping works will be completed within 60 days of the Developer having confirmed that the preparatory works have been completed to its satisfaction. However, the Developer reserves the right to undertake landscaping works at times that the Developer considers the garden will have a reasonable likelihood of survival.
6. The Purchaser must ensure that the Developer and/or the Developer's contractors have access to the lot in order to carry out and complete the landscaping works. On the completion of the landscaping works, the Purchaser must allow the Developer and/or Developer's contractors to have access to the lot in order to carry out the necessary maintenance works over the period of 12 months from the completion of the landscaping

- works. The Developer is not liable for any delay or failure to complete the landscaping works or maintenance works or any damage to the extent those delays or failure to commence or complete those works or damage was caused by or contributed to by the Purchaser or its tenants, occupants, invitees and guests.
7. The Developer reserves the right to modify the garden design selected by the Purchaser to suit the Lot or where there are constraints that impact the installation of the selected garden design, so long as the changes achieve the design intent of the selected garden design.
  8. Where the Developer considers that the selected garden design cannot be satisfactorily installed on the lot due to site conditions, the Developer will contact the Purchaser to choose an alternative garden design.
  9. The Purchaser acknowledges that the security barriers may be erected on the lot when the landscaping works are underway, and the Purchaser agrees that the Purchaser will not move, remove, alter, damage or deface those barriers. The Purchaser agrees to, and agrees to ensure that its tenants, occupants, invitees and guests, comply with any occupational health and safety directives issued by the Developer and/or the Developer's contractors while the landscaping works are underway.
  10. Where there is a breach of laws, contract, Lakeside Design Guidelines, title restrictions and/or occupational health and safety directives by the Purchaser or its tenants, occupants, invitees or guests, the Developer reserves the right to delay the commencement of landscaping works or withhold the provision of the works until such time the Purchaser has rectified the breach.

Unless indicated otherwise or at the discretion of the developer, this offer is only available to the Purchaser named in the contract and may not be used in conjunction with any other offers made by the Developer.

### Note

In this Offer:

**Developer** means DFC (Project Management) Pty Ltd and its successors and permitted assigns from time to time.

**Landscaping works** mean works to install trees, shrubs, ground cover, garden beds, edging to garden beds, paving or granitic gravel surfaces and turf to the lot as nominated in the selected garden design (or alternative garden design, where applicable). It does not include the installation of fencing, retaining or sleeper or feature walls, screens, gates, irrigation piping tank or system, lights, and decorative elements or structure.

**Maintenance works** mean works to maintain the standard of landscaping installed by the Developer to the standard that existed at the time of installation and includes pruning, weeding, mulching, and shaping of the landscaping elements provided by the Developer. It does not include works involved in the maintenance of landscaping elements provided by, or the rectification of any damage caused by, the Purchaser or its tenants, invitees, occupants or guests.