



**ATTACHMENT 3 TO  
ANNEXURE "A" CONDITIONS  
FENCING INCENTIVE**

## FENCING INCENTIVE

Subject to the Buyer completing the construction of a dwelling in accordance with the Restrictive Covenant and the Development Conditions and Building Guidelines within twenty four months (24) for either a single storey or two-storey dwelling from settlement, but not otherwise.

### 1. APPLICATION

- 1.1 These are the conditions which apply to the Fencing Incentive that is referred to in the Contract.
- 1.2 These conditions only apply to the Buyer described in the Contract and are not transferable to a subsequent buyer of the Property.

### 2. DEFINITIONS

In these conditions:

“**Contractor**” means a contractor nominated by the Seller to install the Fencing;

“**Fencing**” means the supply and erection of:

- a 1.8 metre Colorbond steel sheet fence;
- of Paperbark colour,

on all those boundaries of the Property which may be fenced or are not already fenced;

“**Residence**” means the residential building to be constructed on the Property of the Buyer.

Words and phrases defined in the Contract have the same meaning in these conditions.

### 3. FENCING

- 3.1 The Seller agrees to procure a Contractor to provide the Fencing at the Seller's expense.
- 3.2 The Buyer must contact the nominated Contractor approximately two (2) months from the hand over by the builder of the Residence to arrange the installation of the Fencing.
- 3.3 The Allowance for Fencing shall be determined by the Seller whose decision shall be final.
- 3.4 The Fencing will not extend forward of the building line to the front of the Residence. Where a parapet wall is incorporated, no Fencing will extend forward of the parapet wall unless the Seller determines at its sole discretion that it is necessary.
- 3.5 Where there is a retaining wall along a boundary of the Property which is to be fenced, the Fencing will be erected at the top of the retaining wall and may not be exactly on the boundary of the Property. There is no compensation payable by the Seller to the Buyer for any loss of amenity or useable Property.
- 3.6 It is the responsibility of the Buyer to ensure that:
  - 3.6.1 the area of the Property to be fenced is cleared; and
  - 3.6.2 should there be a difference in level on the boundary to be fenced the Buyer must either remove the soil or provide a suitable retaining wall at their cost; and
  - 3.6.3 all survey pegs are in the correct position (the Seller will not be responsible to replace any missing survey pegs).
- 3.7 The Seller will only install the Fencing 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.
- 3.8 The Buyer must comprehensively insure the Fencing constructed on the Property and such insurance must commence from on or before the date construction of the Fencing commences. 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.

### 4. GENERAL TERMS AND CONDITIONS

- 4.1 The Fencing Incentive is subject to and conditional upon the Buyer:
  - 4.1.1 not transferring the Property to a third party prior to the provision of the Fencing;
  - 4.1.2 accepting that the extent and costs and its allocation shall be determined by the Seller whose decision shall be final;
  - 4.1.3 accepting that the incentive is not redeemable for cash or any other product or service;
  - 4.1.4 completing construction of and occupying the Residence on the Property within twenty four (24) months from the Settlement Date;
  - 4.1.5 not breaching any of Brookside Waters Estate Design Guidelines and Restrictive Covenants;
  - 4.1.6 having received approval of the plans and specifications of the Residence from the Seller prior to commencement of construction; and
  - 4.1.7 requesting commencement of the works within 2 months of occupation of the Residence.
- 4.2 The Seller warrants to the Buyer that:
  - 4.2.1 all work to be performed as part of the Fencing will be performed in a proper and workmanlike manner by the Contractor;
  - 4.2.2 all material employed for the Fencing will be of good quality and fit for the intended purpose;
- 4.3 The Seller is not responsible for any loss or damage to the Fencing caused by the Buyer or any other person.