

INSTRUCTIONS

1. Page 2 of this document may be used:
 - 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page ..."
 - 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
2. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound with this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. The Duplicate Certificate of Title or Crown Lease is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

1. DESCRIPTION OF LAND
Lot and Diagram/Plan/Strata Plan number or Location name and number to be stated.
Extent—Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number, to be stated.
2. ESTATE AND INTEREST
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. ENCUMBRANCES
To be identified by nature and number, if none show "nil".
4. TRANSFEROR
State full name of the Transferor/Transferors (Registered Proprietor) as shown on Certificate of Title or Crown Lease.
5. CONSIDERATION
To be expressed in words.
6. TRANSFeree
State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor state date of birth. If two or more state tenancy eg: Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. TRANSFeree'S, TRANSFEROR'S EXECUTION
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and description of the witness must be stated.

G 225556 T

10 Jul, 1996 09:59 Perth



REG. \$ 70.00

TRANSFER

Lodged by COMMONWEALTH BANK OF AUSTRALIA
Address: MURRAY STREET & FORREST PLACE, PERTH 6000
LODGED BY Phone No. 482 6038 (HOME LOAN)
Fax: 482 6133
BOX 53

ADDRESS

PHONE No.

FAX No.

REFERENCE No. 7106/96 Bond SP

ISSUING BOX No.

PREPARED BY

JAN SIMPSON SETTLEMENTS
ADDRESS P.O. BOX 6497 EAST PERTH WA 6892
TELEPHONE: 325 1322
FAX: 221 2290

PHONE No.

FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

② 3

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register Book.

INITIALS OF
SIGNING
OFFICER

C1

REGISTRAR OF TITLES

Jan Simpson
I am the Settlement Agent for the.....
NEW TITLE or ENDORSING INSTRUCTION
I have made and I have authority to make
on behalf of such persons the amendments
countersigned by me.
Signed.....
Witness.....
Dated 27/6/96

16747/6/94-10M-OC/663

Dated this

9th

day of

July

19 96

TRANSFEROR/S SIGN HERE (Note 7)

Signed

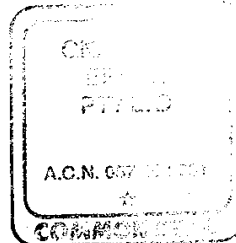
Signed

In the
Presence ofIn the
Presence of

THE COMMON SEAL OF GNARABUP BEACH
PTY LTD (A.C.N. 057 494 881) was
hereunto affixed by authority of
the Directors in the presence of:

Director

Director/Secretary



TRANSFeree/S SIGN HERE (Note 7)

Signed

~~Signed~~In the
Presence of~~In the
Presence of~~

WITNESS:
ADDRESS:
OCCUPATION:

Smiles
25 The Grove
Wembley 6014
Registered Nurse.

Page No. of Pages.

06138/3/92-5M-OC/649

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

ADDITIONAL PAGE TO

Transfer Dated 9/7/96

not permitted;

9. the Transferee shall not on the commencement of construction of a dwelling house complete the external appearance other than expeditiously;
10. no visible television or radio aerials will be permitted as underground television cables will be provided.
11. to protect the native fauna, the Transferee will not permit cats on the Property;
12. the Transferee will not, before any building is erected on the Property, display a "For Sale" sign, provided that this restriction shall not prevent the Transferee from selling or otherwise disposing of the Property without displaying such a sign.

The benefit of these covenants is annexed to all and every part of the land formerly comprised in Certificate of Title Volume 1536 Folio 666 but now Certificate of Title Volume 2010 Folio 180, and all lots on Plans 19967, 19968, 19969, 19970, 19971, 19972, 20536 and 20537 of which the transferor is the registered proprietor at the date of this transfer, other than those parts of the land which may at any time in the future be vested in the Crown or reserved for any of the purposes specified in Section 20A of the Town Planning and Development Act 1928 as amended including without limitation for the purposes of a waterway, pedestrian access way or reserve or sewerage, drainage or recreation or which is used for the purpose of a school (all of such land other than that vested or reserved is collectively referred to as "the Estate").

DJNM
Witness & miles

[Signature]
24-7-96
ASST. REGISTRAR OF TITLES

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon. (Inst. 2)

The Transferee for the Transferee and the successors in title of the Transferee and the registered proprietor or proprietors for the time being of the land above described ("the Property") and each and every part of its covenants with the Transferor and the successors in title of the Transferor and the registered proprietor or proprietors of the land to which the benefit of this covenant is annexed after the Transferor has parted with all interest in such land that, in relation to the property:-


1. no dwelling house or other building will be constructed or renovated where the wall finishes are not predominantly of rammed earth, stone, render, timber, limestone or glass, except with the consent of Gnarabup Beach Pty Ltd and where its plans and specifications are not first approved by Gnarabup Beach Pty Ltd;
2. no dwelling house or other building will be constructed where the roof is not covered with timber shingles or metal sheeting having its exterior surface colour coated, sealed or treated so as not to have highly light reflective qualities and the colours white, red and silver are not permitted, except with the consent of the said Gnarabup Beach Pty Ltd;
3. no dwelling house will be constructed on the property unless the floor area (measured from the outer faces of the external walls of such dwelling house) is at least 100 square metres (excluding any garage, verandahs, carport or other building);
4. no garage, carport or outbuilding other than a garage or carport which is part of and under the main roof of any dwelling house on the Property will be constructed unless the texture and colour of the materials used therein is the same as used in such dwelling house;
5. the verge of the Property will not be allowed to fall below a state of maintenance which is in keeping with the general standard of the Estate;
6. the Transferee will not allow any drying areas and boat/caravan areas on the Property unless they are fully screened from the roads and adjacent lots in the Estate;
7. no clearing of the Property is allowed except where required by the Fire Brigades Board or for access and amenity for the residence constructed on the Property;
8. the Transferee will not erect any fence without the prior approval of the Shire of Augusta-Margaret River or its successors and, in any event corrugated fibro fencing is

DJNH
Witness & initials

FORM T2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

TRANSFER OF LAND

WA STAMP DUTY PAID	
SECTION 112V	
254.9-1335 R 254.9-1334 T	27/5/96 Date of Instrument
\$100,000.00 Gross Consideration	\$NIL Chattels
Signature 	\$10,450.00 Duty 0/6 \$2,550.00

DESCRIPTION OF LAND (Note 1)

EXTENT

VOLUME

FOLIO

Lot 180 on Plan 20536

WHOLE

2040

730

ESTATE AND INTEREST (Note 2)

Fee simple

ENCUMBRANCES (Note 3)

Subject to special conditions contained in Crown Grant
Volume 1044 Folio 979

TRANSFEROR (Note 4)

GNARABUP BEACH PTY LTD A.C.N. 057 494 881

CONSIDERATION (Note 5)

ONE HUNDRED AND TWENTY THOUSAND DOLLARS

TRANSFeree (Note 6)

DAVID JOHN NORTHMORE MILLS of 25 The Grove, Wembley

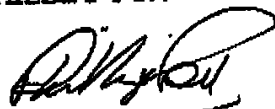
- 2 -

The Registrar
Land Titles Division

20 Sept

I point out that a significant number of transfers for this sub-division (with the covenant in identical form) have already been processed by your office without action at all.

Yours faithfully
PHILLIPS FOX



Greg Gaunt
Partner

Enc

LTT-22.GPG 2 sb

Attention: Daryl Lawrence.

PHILLIPS FOX
SOLICITORS

Our Ref: GPG:346923
Greg Gaunt

20 September 1994

The Registrar
Land Titles Division
Department of Land Administration
PO Box 2222
MIDLAND WA 6056

ATTENTION : STOPPED DOCUMENTS SECTION

REQUISITION NOTICE - DOCUMENTS NUMBERS F654290-2

I refer to your requisition notice of 9 September 1994.

I am totally confused as to the requisition and believe it to be entirely inappropriate. By way of explanation, I confirm that:

1. **Land burdened to be identified**

The land which is burdened by the restrictive covenant is the land being transferred. The land is identified in the description of land on the front cover of the transfer and is defined as "the Property" on page 2 of the Transfer.

2. **Covenant to refer to a plan**

The land burdened by the restrictive covenant is the land being transferred by virtue of the transfer. The covenant affects the whole of that lot. The restrictive covenant indicates that the benefit of the covenants is annexed to all and every part of the land in certificate of title volume 1536 folio 666 other than those parts of that land which may at any time in the future be vested in the Crown or reserve for any of the purposes specified in Section 20A of the Town Planning and Development Act 1928 as amended including without limitation for the purposes of the water way, pedestrian access way or reserve or sewerage, drainage or recreation or which is used for the purpose of a school.

The Quadrant
1 William Street
GPO Box F338
Perth WA 6001
Australia
Tel 61-9 288 6000
Fax 61-9 288 6001
DX 130 PERTH

Australia
ADELAIDE
19-29 Young Street
Adelaide SA 5000
Tel (08) 210 5811
Fax (08) 231 0014

BRISBANE
Waterfront Place
1 Eagle Street
Brisbane QLD 4000
Tel (07) 246 4000
Fax (07) 229 4077

CAIRNS
National Mutual Tower
15 Lake Street
Cairns QLD 4870
Tel (070) 31 6036
Fax (070) 31 5587

CANBERRA
London Court
13 London Circuit
Canberra ACT 2601
Tel (06) 201 8787
Fax (06) 201 8755

MELBOURNE
120 Collins Street
Melbourne VIC 3000
Tel (03) 274 5000
Fax (03) 274 5111

SYDNEY
255 Elizabeth Street
Sydney NSW 2000
Tel (02) 285 8000
Fax (02) 283 4144

New Zealand

AUCKLAND
Phillips Fox Tower
209 Queen Street
Auckland New Zealand
Tel 64-9 303 2019
Fax 64-9 303 2311

WELLINGTON
50-64 Customhouse Quay
Wellington New Zealand
Tel 64-4 472 6289
Fax 64-4 472 7429

Vietnam

HANOI
REPRESENTATIVE OFFICE
50 Trieu Viet Vuong
Hanoi Vietnam
Tel 84-4 26 8745
84-4 22 6497
Fax 84-4 22 6058

In Association with

PORT MORESBY
Monaos
PO Box 1659
Port Moresby
Papua New Guinea
Tel 675-21 4777
Fax 675-21 7904

■ PHILLIPS FOX ■
SOLICITORS

Our Ref: FLH:448374

Contact: Fay Humphreys
Direct Line: 288 6936

18 July 1996

DOLA
DX 88
MIDLAND

BY FACSIMILE: 273 7658

ATTENTION: STOPPED DOCUMENTS SECTION

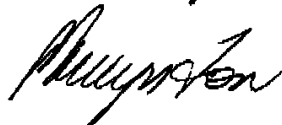
GNARABUP BEACH PTY LTD - MILLS
LOT 180 MARMADUKE DRIVE, MARGARET RIVER

We, Phillips Fox are the Solicitors for Gnarabup Beach Pty Ltd.

Enclosed is a copy of a letter dated 20 September 1994 forwarded to you in relation to the same form of requisition.

Please do not hesitate to contact Fay Humphreys should you have any queries.

Yours sincerely



Fay Humphreys
Phillips Fox

enc.

The Quadrant
1 William Street
GPO Box F338
Perth WA 6001
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Tel 61-9 288 6000
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DX 289 BRISBANE

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Cairns QLD 4870
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Fax 61-70 31 5587
DX 41296 CAIRNS

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13 London Circuit
Canberra ACT 2601
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Fax 61-6 201 8755
DX 5724 CANBERRA

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Kalgoorlie WA 6430
Tel 61-90 31 3296
Fax 61-90 21 7789
DX 60922 KALGOORLIE

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120 Collins Street
Melbourne VIC 3000
Tel 61-3 9274 5000
Fax 61-3 9274 5111
DX 147 MELBOURNE

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255 Elizabeth Street
Sydney NSW 2000
Tel 61-2 286 8000
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DX 107 SYDNEY

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