


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 initialed 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 initialed 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.

**F 638075 T**  
**08 Aug, 1994 16:00 Perth**  
  
**TRANSFER**

REG. \$ 62.00

LODGED BY **LJW**  
 ADDRESS **PO BOX 4**  
**SUBIACO 6904**  
 PHONE No. **381 5155**  
 FAX No. **388 1872**  
 REFERENCE No.  
 ISSUING BOX No. **LTO 6**  
 PREPARED BY **Phillips Fox**  
**Level 19, 1 William Street**  
 ADDRESS **PERTH WA 6000**  
**940248.PDX**  
 PHONE No. **324 8811** FAX No. **324 8801**

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

*(61) 134*

*105 130*

NEW TITLE or ENDORSING INSTRUCTION

*see plus covenant*

EXAMINED

*[Signature]*

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

*[Signature]*

*[Signature]*

**REGISTRAR OF TITLES**

Dated this 25<sup>th</sup> day of July 19 94

TRANSFEROR/S SIGN HERE (Note 7)

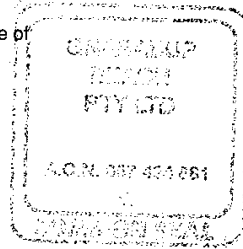
Signed

Signed

In the Presence of

In 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:



[Signature] Director

[Signature] Secretary

TRANSFeree/S SIGN HERE (Note 7)

Signed

Signed

In the Presence of

In the Presence of

Witness Signature: [Signature], Address: 10A SENATE ST CLAREMONT 6010, Occupation: RETIRED MANAGER C of D.

Witness Signature: [Signature], Address: 10A SENATE ST CLAREMONT, Occupation: RETIRED MANAGER C of D.

Signed: Donald A. Christie as P.O.A. for Angela Christie

[Signature] DC Christie

[Signature] Adam Bell, 47 EASTVIEW CL SOUTH NOLLAMARA, COMPUTER OPERATOR

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 it 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 where the wall finishes are not predominantly of rammed earth, stone, render, timber, limestone or glass, except with the consent of the said 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 have a maximum height of greater than 8 metres above the mean site levels and be of a type of construction which is detrimental to the amenity and development of the other lots in the Estate (as hereinafter defined), or be constructed of materials which interfere with the bulk and form and which are detrimental to the harmony and balance of the landscape, except with the consent of the said Gnarabup Beach Pty Ltd;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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 not permitted;
10. the Transferee shall not on the commencement of construction of a dwelling house complete the external appearance other than expeditiously;
11. no visible television or radio aerials will be permitted as underground television cables will be provided;
12. to protect the native fauna the Transferee will not permit cats on the Property;
13. 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 Purchaser 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 in Certificate of Title Volume 1536 Folio 666, 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").

*Donald A. Christie*

*Christie*

*L. Christie*

X

FORM T2

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED.

### TRANSFER OF LAND

INSTRUMENT DATED 11/02/94	\$	1347.50
VAL 77000.00	CHTLS	0.00
24916503 COMMISSIONER OF STATE TAXATION		
EXTENT	VOLUME	FOLIO

DESCRIPTION OF LAND (Note 1)

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Lot 56 on Plan 19969

WESTERN AUSTRALIA STAMP DUTY		
25/07/94	24916603	SD \$*****5.00
WHOLE	2010	ISS

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ESTATE AND INTEREST (Note 2)

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Fee simple

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ENCUMBRANCES (Note 3)

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

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TRANSFEROR (Note 4)

*Donald F. Christie*      *Lorna M. Christie*      *Angela D. Christie*      *Donald F. Christie*

GNARABUP BEACH PTY LTD ACN 057 494 881

RECORDED  
25 JUL 1994

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CONSIDERATION (Note 5)

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SEVENTY SEVEN THOUSAND DOLLARS (\$77,000.00)

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TRANSFeree (Note 6)

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DONALD FREDERICK CHRISTIE and LORNA MAY CHRISTIE as joint tenants as to one undivided half share and ANGELA DIANNE CHRISTIE and DONALD FREDERICK CHRISTIE as joint tenants as to one undivided half share all of 30 Watkins Road, Dalkeith as tenants in common.

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