

INSTRUCTIONS

1. Page 2 of this document may be used:
 - 1.1 If insufficient space in any section Herren; 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. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. *If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.* Written consent of the First Mortgagee is also required if applicable.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-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/transfers (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. **CONSIDERATION**
To be expressed in words.
6. **TRANSFEEE**
State full name of the Transferee/Transferees (Purchaser) and the address/addressees to which future notices can be sent. If a minor, state date of birth.
If two or more state tenancy eg:
 - Joint Tenants, (on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles).
 - Tenants in Common, (on the death of a tenant in common, their share is dealt with according to their will).
If Tenants in Common specify shares.
7. **TRANSFEEE'S, TRANSFEROR'S EXECUTION**
Transferees and Transferors must sign their appropriate panel. 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.

EXAMINED

nk
Restrictive covenants

1 133075 T

10 Jun, 2002 16:07:06 Perth



REG. \$ 105.00

TRANSFER

LODGED BY

ADDRESS

CLARK WHYTE
3rd Floor
45 St George's Tce
PERTH WA 6000

PHONE No.

Phone: 9325 4100
Fax: 9221 2264

FAX No.

REFERENCE No.

LTO Box: 104 (L)

ISSUING BOX No.

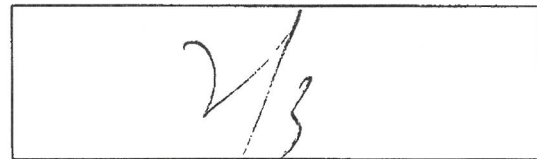
PREPARED BY

ADDRESS MARGARET RIVER SETTLEMENT

P.O. BOX 85
MARGARET RIVER WA 6285

PHONE No. PHONE: 0757 2757

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



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.



Dated this 7th day of JUNE 2002

TRANSFEROR/S SIGN HERE (Note 7)

Signed for and on behalf of **GNARABUP BEACH PTY LTD (ACN 057 494 881)** by authority of its directors in accordance with Section 127 of the Corporation Act

<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
	Signature of Director		Signature of *Director/ *Secretary
<input checked="" type="checkbox"/>	Rick Hopkins	<input checked="" type="checkbox"/>	Keith Plutal
	Full name of Director		Full name of *Director/ *Secretary

* delete that which does not apply

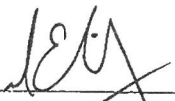
REQUEST FOR ISSUE/NON-ISSUE (instruction 4)


BY SIGNING THIS PANEL, I/WE THE TRANSFEREE REQUEST THE ISSUE / NON-ISSUE (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed _____ Signed _____

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

MARK 

Witness (signature): 

Witness (full name): Marlene Anne Broom

Witness (occupation): Finance Officer

Witness (address): 23 Ferricroft Way, KINGSLEY WA 6026

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. (Instruction 2)

The Transferee for the Transferee and the successors in title of the Transferee and the registered proprietor or proprietors for the time being 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 predominately of rammed earth, stone, render, timber, limestone or glass, except with the consent of the Transferor;
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 Transferor;
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 screed 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 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 in Certificate of Title

Volume 2221 Folio 459 and all lots on Plans 19967, 19968, 19969, 19970, 19971, 19972, 20536, 20537,

Diagrams 88966, 89923, 92288, 92307, Deposited Plan 25074 and Deposited Plan 31094 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, reserve, 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').

The burden of these covenants is on the land being transferred herein.

Dealing Number

MARK x ds
initials * [Signature] [Signature] [Signature]

FORM T 2

FORM APPROVED
NO. B2603

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

LOT 125 ON DEPOSITED PLAN 31094

EXTENT

WHOLE

VOLUME

2221

FOLIO

424

ABN 66 012 878 629
INSTRUMENT DATE 05-JUN-02
001774 01-001 VGB N 50 \$\$\$3,980.00
GROSS \$*****150,000
CHARGE \$*****

ESTATE AND INTEREST (Note 2)

FEE SIMPLE

NO DUTY PAYABLE HEREON STAMP ACT 1921
COMMISSIONER OF STATE REVENUE

ENCUMBRANCES (Note 3)

SUBJECT TO SPECIAL CONDITIONS CONTAINED IN CROWN GRANT VOLUME 1044 FOLIO 979
EASEMENT BURDEN SEE DEPOSITED PLAN 31094

TRANSFEROR (Note 4)

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

ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
DEC 10/06/02 10:54 001954200-001
FEE \$ *****
SD \$ *****20.00 PEN *****.00

CONSIDERATION (Note 5)

ONE HUNDRED AND FIFTY THOUSAND DOLLARS

TRANSFeree (Note 6)

MARK WILLIAM ELDRIDGE OF 19 MAYFAIR STREET, MT CLAREMONT

