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 to 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. 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/Transferors (Registered Proprietor) as shown on the 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, (***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. **TRANSFEREE'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 occupation of the witness must be stated.

EXAMINED

H 20799 T
08 Feb, 1999 08:13:29 Perth

REG. $ 64.00

TRANSFER

LODGED BY Bank of Western Australia Ltd.
ACN 050 494 454

ADDRESS 108 St Georges Terrace
Perth WA 6000
Telephone
Facsimile (09) 320 6646

PHONE No.

FAX No.

REFERENCE No.

FEE: $32
ASSESS. No. 83221

ISSUING BOX No.

PREPARED BY Bank West Conveyancing

ADDRESS 23/108 St. George's Tce Perth

PHONE No. 94496650 FAX No. 94496779

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

1/2.

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. 2089-823
2.
3.
4.
5.
6.

Received Items
Nos.

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.

REGISTRAR OF TITLES WESTERN AUSTRALIA

LANDGATE COPY OF ORIGINAL NOT TO SCALE Thu Jan 28 10:31:47 2010 JOB 33744958

Dated this 5 day of February 1999.

TRANSFEROR/S SIGN HERE (Note 7)

Signed

In the presence of

Signed

In the presence of

Janet Irene Kirkwood
Senior Property Manager

Fia Rigo
Manager Property Accounting

SIGNED BY
and
for and on behalf of Town & Country Land Holdings Limited (ACN 053 614 [illegible])
under Power of Attorney No. [illegible]
in the presence of:
Name JOAN PERRY
Address BANK OFFICER
Occupation 6/297 MURRAY ST
PERTH WA 6000

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.

Signed

In the presence of

WITNESS
SIGNATURE
ADDRESS
OCCUPATION

LEE-ANNE MITREVSKI,
01-BANKWEST
MANJIMUP
BANK OFFICER.

Signed

In the presence of

WITNESS
SIGNATURE
ADDRESS
OCCUPATION

BETHWYNNE MARGARET STRANG
Bank Officer c/- Bank of Western Australia Ltd.
108 St. George's Tce, Perth

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WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

ADDITIONAL PAGE TO

Dated

p) A clothes line or rainwater tank except in accordance with the manufacturer's instructions and which is not visible from adjoining public areas including from the Golf Course.

q) Except on days designated for rubbish collection, a rubbish disposal container unless screened from public view including from the Golf Course.

r) A television or radio antenna or satellite dish, unless located at the rear of the residence and screened from public view including from the Golf Course or contained within the roof space between the ceilings of the residences and the underside of the roof of the residence or unit.

3) Not to park or allow to be parked on the land or on the road or on any other land near or next to the land any commercial vehicles including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery ("commercial vehicles") unless such commercial vehicles are housed or contained wholly within a carport or garage on the land.

4) Not to carry out or caused to be carried out on the land or any other land near or next to the land, any repairs or restorations of commercial vehicles unless carried out at the rear of the residence or unit and screened from public view.

5) Not to subdivide or attempt to further subdivide the land or any part thereof or to amalgamate or attempt to amalgamate the land or any part thereof with any other land.

6) Not to erect or display any sign hoarding or advertising of any description whatsoever on the land or any part thereof PROVIDED THAT a FOR SALE sign may be displayed from and after the day twelve (12) months after the date of registration of this Transfer of Land.

7) Not to alter or remove any boundary fence erected on any boundary of the land by the Transferor and not to allow such fence to fall into a state of disrepair and not to repair or renew such fence with any materials which are not of the same nature quality and standard as those originally used.

8) Not to use or open to the public or allow to be used or opened to the public, any residence erected on the land for display or advertising or any commercial purpose or purposes of whatsoever nature.

9) Not to breach or cause to be breached the Design Guidelines which have been supplied by the Transferor to the Tansferee and which relate to the land and construction of a residence thereon.

10) That the covenants herein contained shall operate and be enforceable until 31st December, 2006 when such covenants will cease to have any further effect.

see letter regards land Bracknell + Bradfield

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McCusker & Harmer

BARRISTERS AND SOLICITORS

3RD FLOOR, RESERVE BANK BUILDING
45 ST. GEORGE'S TERRACE
PERTH, WESTERN AUSTRALIA
TELEPHONE: (08) 9325 4100

POSTAL ADDRESS: BOX Z5084
PERTH 6831
DX ADDRESS: DX305
FAX: (08) 9221 2264
EMAIL: mccusker@iinet.com.au

MALCOLM JAMES McCUSKER Q.C. LL.B.
DAVID JOHN CLARK LL.B.

YOUR REF:
OUR REF: DJC:DF:M142324
ASK FOR: Debbie/Leonie

29th January 1999

Registrar
Department of Land Administration
Midland Square
MIDLAND WA 6056

Dear Sir

RE: LOT 132 ON PLAN 21493

The Transfer of the above mentioned property from TOWN & COUNTRY LAND HOLDINGS LTD (ACN 053 814 378) to Adele Jillian WICKSTEED and Troy Douglas AITCHISON contains a Restrictive Covenant. In our opinion each covenant in the Transfer is a Restrictive Covenant and will only be relevant to the land specified in the Transfers being benefitted and/or burdened by the Covenant.

Yours faithfully
McCUSKER & Harmer

Per

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BankWest
Conveyancing

1FF

Licensee
Bank of Western Australia Ltd.
ACN 050 494 454

Level 23
BankWest Tower
108 St George's Terrace
Perth
Western Australia 6000
GPO Box E237
Perth
Western Australia 6841
Telephone (08) 9449 6650
Facsimile (08) 9449 6779
DX 244 Perth

STOP

9449 6650 J53181

ADMINISTRATIVE RECORDS MANAGEMENT SECTION RECEIVED 17 MAR 1999 DOLA

16th March, 1999

DOLA
POST OFFICE BOX 2222
MIDLAND WA 6939

Dear Sir/Madam

RE: Town & Country Bank LTD - Ms AJ Wicksteed & Mr Aitchison
LOT 132 LAMONT COURT, MANDURAH

Will you kindly insert the the missing Clause 11 onto the Restrictive Covenant in the above regard. We enclose our cheque for $32.00.

(11) That the burden of the covenants hereinbefore contained shall run with the land for the benefit of every other lot on the Plan or Diagram of Subdivision hereinbefore mentioned of which the Transferor is the registered proprietor. The covenants shall be enforceable against the Transferee and every subsequent registered proprietor of the land, by the Transferor and every subsequent registered proprietor of any other lot on the said plan or diagram of subdivision.

2. The restrictive covenants are entered into for the benefit of all purchasers of lots on the relevant Plan or Diagram of Subdivision and are enforceable by all owners.

Each Purchaser must therefore comply with and observe the restrictive covenants. The Vendor accepts no responsibility for enforcement of the restrictive covenants, but does have and reserves the right to do so, so long as it is the registered proprietor of a lot on the relevant Plan or Diagram of Subdivision.

3. The Purchaser agrees that prior to commencement of any construction on the land, the Purchaser shall submit plans and specifications to the Vendor for approval. Approval shall automatically be given if such plans and specifications comply with the covenants hereinbefore contained.

Yours faithfully

Jill Metcalf
BankWest Conveyancing

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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 covenants with the Transferor:

1) Not to construct, erect or install or permit to be constructed, erected or installed on the land hereby transferred ("the land"):
   a) More than one permanent non-transportable private residence ("a residence").
   b) If the land is not a Golf Course lot, a residence with a total floor area of less than 145 square metres inclusive of external walls but exclusive of carports, garages, verandahs and other unenclosed areas.
   c) If the land is a Golf Course lot, a residence with a total floor area of less than 165 square metres inclusive of external walls but exclusive of carports, garages, verandahs and other unenclosed areas.

For the purposes of these restrictive covenants, it is agreed that a Golf Course lot is each of the lots being Lot 104 on Diagram 92188, Lots 105-109 (inclusive) on Plan 21493, Lots 111-114 (inclusive) on Plan 21493, Lots 204-210 (inclusive) on Plan 21494, Lots 221-224 (inclusive) on Plan 21494, and Lots 236 and 237 on Plan 21494

2) Not to construct, erect or install or permit to be constructed, erected or installed on the land:
   a) A residence or other improvement (including but not limited to an alteration or addition to a residence):
      i) Using wall materials which are not either predominantly concrete, bricks or stone in a facework or render.
      ii) Using roof materials which are not concrete or clay tiles, slate, or metal.
   b) i) A residence which does not contain a carport or garage making provision for covered parking of not less than two motor vehicles, side by side.
      ii) Which does not contain a double garage or carport, or containing a double garage or carport which if not located under the main roof, does not match or complement the residence or unit in respect of the pitch of the roof, materials used, the design, colour and external appearances.
   c) Any structure with the walls and a roof exceeding 9 square metres which has a flat roof or is not identical to the residence in respect of materials used, the design, external appearance, including colour and the quality of construction.
   d) A residence, unless a driveway and the cross-over between he road and the parking area on the land are constructed and completed in accordance with the City of Mandurah requirements not later than the date of occupation of the residence.
   e) A residence, unless all ground areas which are visible from the street at the front of the residence ("visible areas") are properly landscaped within 3 months after the date of occupation of the residence. "Properly landscaped" means that all visible areas must be cleared and grassed, planted or otherwise covered with a vegetated beautifying surface.
   f) A residence, unless fences on all rear and side boundaries to the building frontage set back line are constructed or installed not later than the date of occupation of the residence.
   g) (If the land is not a Golf Course lot), any fence which extends forward of the building frontage set back line and which is comprised of "super six" fibro-cement.
   h) (If the land is a Golf Course lot), any fence which is comprised of "super six" fibro-cement or any fence inside and/or within one (1) metre of an existing boundary fence erected by the Transferor and which is of a greater height than such existing fence.
   i) (If the land is a corner lot), and fence along any part of any boundary of the land which faces any street or road, which is comprised of materials other than masonry or timer.
   j) Subject to clause (2) (g), (h) and (i) hereof, any fence which is not constructed of materials known as Timberlap, Wrought Iron, Limestone capped, Hardi-Fence or Colorbond metal sheeting or similar materials, or (if the land is not a Golf Course lot) "super-six" fibro-cement.
   k) Any fence forward of the building frontage set back line which is not constructed of materials which matches or complements the residence in respect of materials used and colour and which is not capped and/or painted where appropriate.
   l) Any storage or other shed protruding above boundary fence height which does not match or complement the residence and its fences in respect of colour.
   m) Any storage or other shed unless located at the rear of the residence, is screened from public view and is not visible from the Golf Course.
   n) An air conditioner or evaporative cooler unless contained wholly within the residence below the ridge line or, if the air conditioner or evaporative cooler protrudes above the ridge line of the roof in whole or in part, unless it is of similar colour the roof, and not visible from the street at the front of the land.
   o) A solar hot water heater (including its tank) unless it fits the roof profile of the residence and is not elevated at an angle to the roof profile and otherwise matches or complements the residence.

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FORM T2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

WA STAMP DUTY NOW
SECTION 21(2)
78·3132 1910·53 9.12.98
78·3 1321910·47 Date of Instrument
$ 60500.00 $ Nil
Gross Consdn Chattels
$ NDD03 20.00
Duty 1199.75

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
LOT 132 ON PLAN 21493	WHOLE	2089	823

ESTATE AND INTEREST (Note 2)

FEE SIMPLE

ENCUMBRANCES (Note 3)

NIL

TRANSFEROR (Note 4)

TOWN & COUNTRY LAND HOLDINGS LTD ACN 053 814 378

CONSIDERATION (Note 5)

SIXTY THOUSAND FIVE HUNDRED DOLLARS ($60,500.00)

TRANSFEREE (Note 6)

ADELE JILLIAN WICKSTEED AND TROY DOUGLAS AITCHISON, BOTH OF C/-
POST OFFICE BOX 1376, MANJIMUP, AS JOINT TENANTS

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File Copy Do not Destroy

File Copy Do Not Destroy

Stopped Case **20799**

Original Cs/T:
2089 823

Stopped Document Disposal Instructions

Fees to be Refunded $

Form 10 no.

Date

To

Parties

Document numbers

Notice Sent 3/3/99

Action

BANKWEST CONV. RANG 10/3 S.

Computer records adjusted
WDR/MTF/DPA/BKC

Doc's to be rejected

Docs to be withdrawn

Doc's for Registration ✓

Authorised by

Examiner's notes

Examination Instructions

Allocate New C/T

Complete Nom. Index

Pass to

Other

Exam Group 3

Examiner: Joe Caminiti

Supervisor: P. Ferguson

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DOLA
Department of LAND ADMINISTRATION

Requisition Notice

Section 192 of the Transfer of Land Act

First and Final

Document Nos: H20799-800
Your Ref: Wicksteed &Aitchison
Date: 3/3/99

Lodging Party
Bank of WA

Other Parties Contacted
Bankwest Conveyancing

REGISTRATION OF THE ABOVE DOCUMENTS CANNOT BE EFFECTED UNTIL ALL REQUISITIONS LISTED BELOW ARE COMPLIED WITH AND FEE PAYABLE IS RECEIVED. A TIME LIMIT OF 14 DAYS APPLIES FROM THE DATE STATED ABOVE.

- Unless these items are satisfied, the documents will be rejected and one half the registration fee forfeited
- Documents may be withdrawn from registration for which a fee will be retained. The balance of the fees will be refunded.
- Requisitions must be attended to by personal attendance to the Stopped Documents Section, Midland Square or by correspondence.
- Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles.

Requisitions

Doc.No		Req. Fee
799	Land to be burdened and land to be benefited to be clearly identified.	32.00

Requisition Sub Total $ 32
Additional Fee $
TOTAL FEE Payable $ 32

Ian Hyde
Registrar of Titles

Land Titles Division
All Enquiries to the STOPPED DOCUMENTS Section, Midland Square, Midland
Telephone (08) 9273 7337 *Fax (08) 9273 7658*, Postal Address: P O Box 2222, Midland, Western Australia 6936: DX88
Cheques or money orders to be made payable to the Registrar of Titles.

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