

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

1924 761

RECORD OF CERTIFICATE OF TITLE UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 1021 ON PLAN 18332

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

ANDREW STEWART GREAVES
MARIE ANNE GREAVES
BOTH OF 41 CARBERRY SQUARE, CLARKSON
AS JOINT TENANTS

(T E918594) REGISTERED 26/6/1992

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS: (SECOND SCHEDULE)

1. EXCEPT AND RESERVING METALS, MINERALS, GEMS AND MINERAL OIL SPECIFIED IN TRANSFER 7033/1940.
2. E918594 RESTRICTIVE COVENANT BURDEN REGISTERED 26/6/1992.
3. M410144 MORTGAGE TO FIRST MORTGAGE COMPANY HOME LOANS PTY LTD REGISTERED 23/9/2013.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 1924-761 (1021/P18332)
PREVIOUS TITLE: 1508-937
PROPERTY STREET ADDRESS: 41 CARBERRY SQ, CLARKSON.
LOCAL GOVERNMENT AUTHORITY: CITY OF WANNEROO



ORIGINAL—NOT TO BE REMOVED FROM OFFICE OF TITLES

LT. 37

Application E811976

WESTERN



AUSTRALIA

Volume 1508 Folio 937

REGISTER BOOK
VOL. FOL.

S

CT 1924 761

CERTIFICATE OF TITLE

UNDER THE "TRANSFER OF LAND ACT, 1893" AS AMENDED

I certify that the person described in the First Schedule hereto is the registered proprietor of the undermentioned estate in the undermentioned land subject to the easements and encumbrances shown in the Second Schedule hereto.

Dated 19th February, 1992

REGISTRAR OF TITLES



ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Swan Location 1370 and being Lot 1021 on Plan 18332, delineated on the map in the Third Schedule hereto, except and reserving metals minerals, gems and mineral oil specified in Transfer 7033/1940.

FIRST SCHEDULE (continued overleaf)

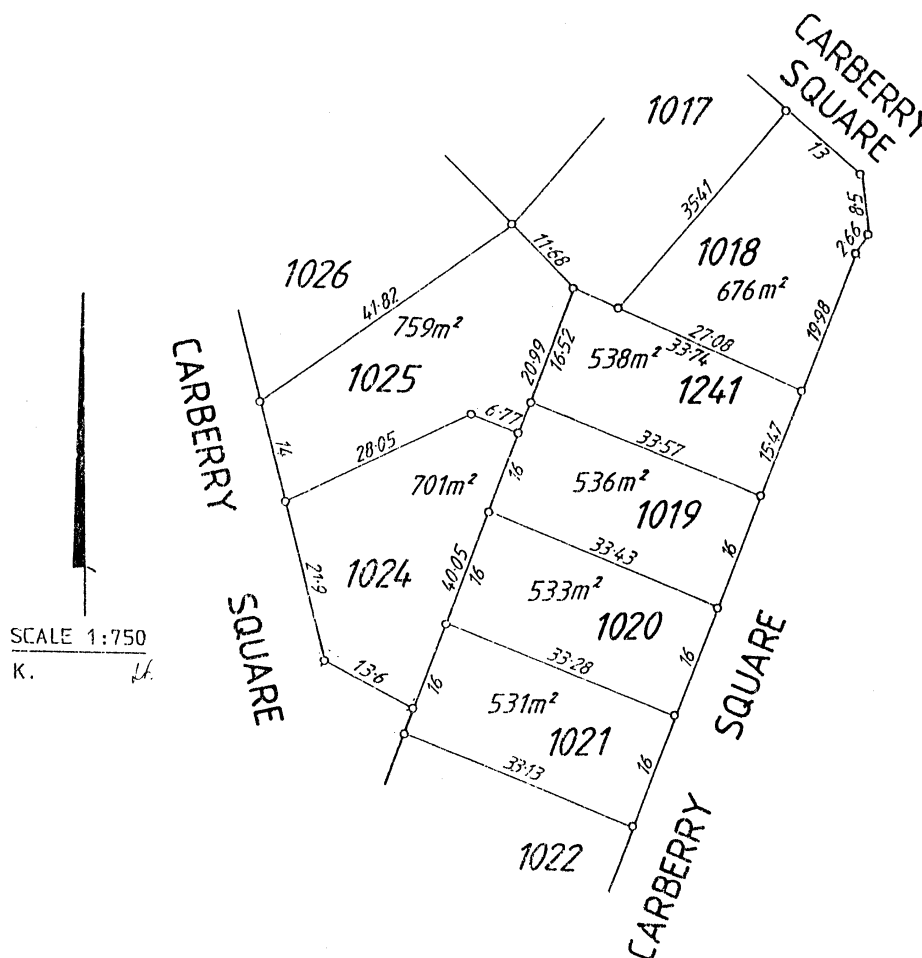
~~Western Australian Development Corporation~~ of 8 Davidson Terrace, Joondalup.



SECOND SCHEDULE (continued overleaf)

NIL



THIRD SCHEDULE











NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

E67590/3/89-20M-L/4664

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

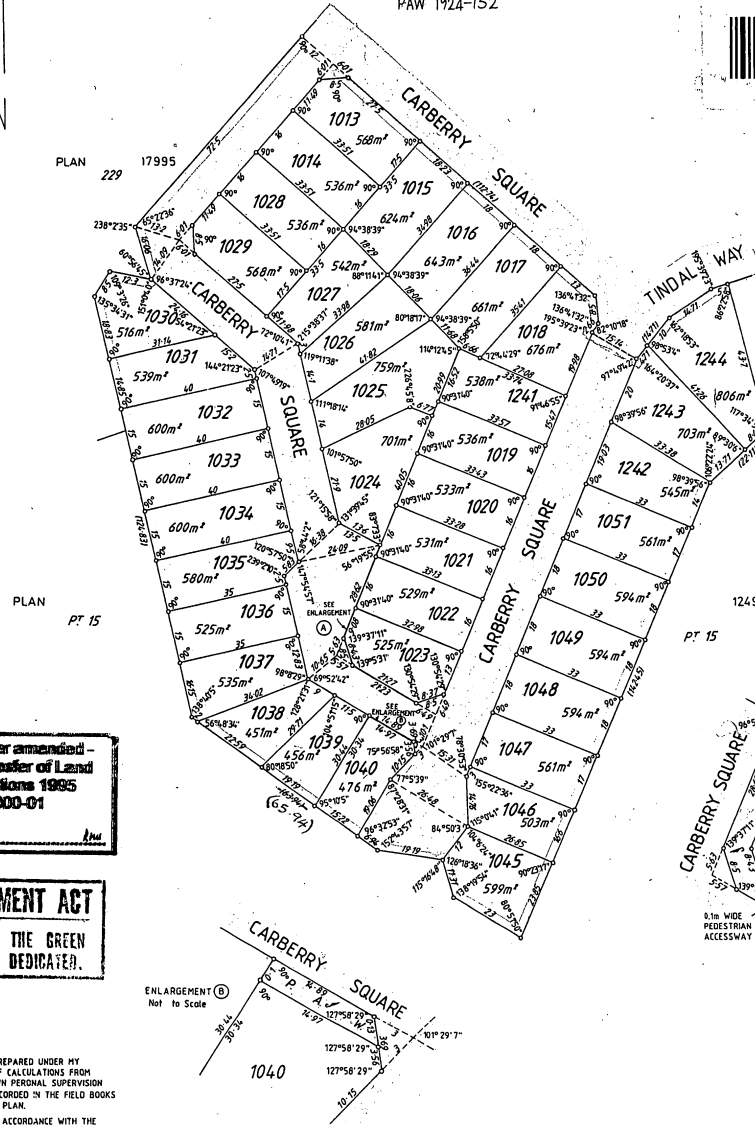
FIRST SCHEDULE (continued)									
NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS									
REGISTERED PROPRIETOR		INSTRUMENT		REGISTERED	TIME	SEAL	CERT. OFFICER		
NATURE	NUMBER	NATURE	NUMBER						
Andrew Stewart Greaves and Marie Anne Greaves, both of 3 Bauer Street, Cannington, as joint tenants.		Transfer		26.6.92	12.52				
The correct address of the registered proprietors is now 41 Carberry Square, Clarkson.		By		22.3.94	14.31				

SECOND SCHEDULE (continued)												
NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS												
INSTRUMENT		PARTICULARS		REGISTERED	TIME	SEAL	CERT. OFFICER	CANCELLATION	NUMBER	REGISTERED OR LODGED	SEAL	CERT. OFFICER
NATURE	NUMBER											
Mortgage	E918595	to <u>Keystart Loans Ltd.</u>		26.6.92	12.52			Discharged	F491424	22.3.94		
Caveat	E918596	Lodged 26.6.92 at 12.53 hrs.		26.6.92	12.52			Withdrawn	F101488	3.2.93		
Transfer	E918594	contains a restrictive covenant expiring 26.6.2002										
Mortgage	F491425	to <u>Home Building Society.</u>		22.3.94	14.31			Discharged	H503540	14.7.00		
Caveat	F781941	Lodged 16.1.1995 at 10.21 hrs.		14.7.00	10.19			Withdrawn	H193868	12.8.99		
Mortgage	H503541	to <u>National Australia Bank Ltd.</u>										

PLAN 18332

SUBDIVISION OF
PT LOT 15 OF SWAN LOC 1370
TOTAL AREA = 2.8562 ha
FB: 58785, 61736, 61835
PLAN 12492
INDEX PLAN SWAN BG 35 (S) 2.06
C.T. 1508-937
PAW 1924-152

P 018332 F 01



Land Parcel Identifier amended -
Regulation 6 of Transfer of Land
(Surveyors) Regulations 1985
Contr. 1775-2000-01
Date: 11/5/2005

LOCAL GOVERNMENT ACT
ALL ROADS WITHIN THE GREEN
BORDER ARE NOW DEDICATED.

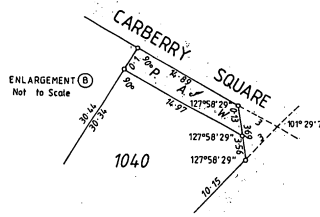
I HEREBY CERTIFY THAT

- THIS PLAN IS CORRECT AND WAS PREPARED UNDER MY SUPERVISION AND IS THE RESULT OF CALCULATIONS FROM MEASUREMENTS MADE UNDER MY OWN PERSONAL SUPERVISION INSPECTION AND FIELD CHECK AS RECORDED IN THE FIELD BOOKS LOGGED FOR THE PURPOSES OF THIS PLAN.
- THE MEASUREMENTS ARE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE LICENSED SURVEYORS (GUIDANCE OF SURVEYORS) REGULATIONS 1981 AND IN PARTICULAR REGULATION 23 AND 34 OF THOSE REGULATIONS; AND
- THIS PLAN OF SURVEY CONFORMS WITH THE RELEVANT LAW IN RELATION TO WHICH IT IS LOGGED.

11-12-1991
DATE

[Signature]
LICENSED SURVEYOR

ENLARGEMENT (B)
Not to Scale



RE-CERTIFIED CORRECT
DATE: 27/1/92

[Signature]
FOR INSPECTOR OF PLANS & SURVEYS DATE

PEDESTRIAN ACCESSWAY TO WEST IN THE CROWN
UNDER SECTION 20A OF THE T.P. & G. ACT.

SUBDIVISION
BYEARLY
ISSUE PROCESS

PREPARED BY
ASSOCIATED SURVEYS INTERNATIONAL PTY. LTD.
18 PHOENIX STREET
WEST PERTH
WA 6155
DWG NO. AS/8759-S

CERTIFICATE OF SURVEYOR I, <i>[Signature]</i> hereby certify that (a) This survey was performed by me personally (or under my personal supervision, inspection and field check), in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations, 1981; or (b) This plan is correct, was prepared under my supervision and is the result of calculations from measurements made by me (or under my own personal supervision, inspection and field check), in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations, 1981. Date: _____ Licensed Surveyor		Approved by State Planning Commission File: DPID 78843 Date: 6-2-92 Docket: DIA 80042 Examined: <i>[Signature]</i> Certified Correct: <i>[Signature]</i> Date: 1/1/92 For Inspector of Plans & Surveys		SCALE ALL DISTANCES ARE IN METRES 0 10 20 30 40 50 60 70 80 90		OFFICE OF TITLES PLAN No. 18332	
IN ORDER FOR DEALINGS SUBJECT TO SEC 24(5) OF THE TRANSFER OF LAND ACT R/S: 20 A OF T.P. & G. ACT Date: 10.1.92 For Inspector of Plans & Surveys		APPROVED Inspector of Plans & Surveys Date: 19.2.92		Lodged 5206 12.12.91			

Plan 18332

Lot	Certificate of Title	Lot Status	Part Lot
0	N/A	Retired	
55	1924/752	Registered	
1013	1924/753	Registered	
1014	1924/754	Registered	
1015	1924/755	Registered	
1016	1924/756	Registered	
1017	1924/757	Registered	
1018	1924/758	Registered	
1019	1924/759	Registered	
1020	1924/760	Registered	
1021	1924/761	Registered	
1022	1924/762	Registered	
1023	1924/763	Registered	
1024	1924/764	Registered	
1025	1924/765	Registered	
1026	1924/766	Registered	
1027	1924/767	Registered	
1028	1924/768	Registered	
1029	1924/769	Registered	
1030	1924/770	Registered	
1031	1924/771	Registered	
1032	1924/772	Registered	
1033	1924/773	Registered	
1034	1924/774	Registered	
1035	1924/775	Registered	
1036	1924/776	Registered	
1037	1924/777	Registered	
1038	1924/778	Registered	
1039	1924/779	Registered	
1040	1924/780	Registered	
1045	1924/781	Registered	
1046	1924/782	Registered	
1047	1924/783	Registered	
1048	1924/784	Registered	
1049	1924/785	Registered	
1050	1924/786	Registered	
1051	1924/787	Registered	
1241	1924/788	Registered	
1242	1924/789	Registered	
1243	1924/790	Registered	
1244	1924/791	Registered	

INSTRUCTIONS

1. The pages of this document must not be separated.
2. Page 2 of this document may be used:
 - 2.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page ..."
 - 2.2 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.
3. 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.
4. 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.
5. 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.

NEW TITLE or ENDORSING INSTRUCTION

EXAMINED

05389/1/92-5M-OC/663

E 918594 T

REG. \$ 60.00

TIME CLOCK

LODGED BY

ADDRESS

PHONE No. **Westland Settlement Services Pty Ltd**
12th Floor, 68 St George's Terrace
FAX No. **Perth WA 6000**
Tel: 324 1066 Fax: 321 2924

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. 1624/1-61 Received Items
2. _____ Nos. 1
3. _____
4. _____
5. _____
6. _____ Receiving Clerk g

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

REGISTRAR OF TITLES

Dated this

17th

day of

June

19

92

TRANSFEROR/S SIGN HERE (Note 7)

Signed

In the
Presence of

SIGNED on behalf of
WESTERN AUSTRALIAN
DEVELOPMENT CORPORATION
by its duly appointed
Attorneys
ROBERT VINCENT BOGGS
and
JANELLE SUSAN SHINNERS
pursuant to Power of
Attorney Number E825407
in the presence of

Signed

In the
Presence of

[Signature]
[Signature]

G. VERKERK
10 Cardinal Crescent
Leeming W.A. 6149
Clerk

TRANSFeree/S SIGN HERE (Note 7)

Signed

In the
Presence of

[Signature]
[Signature]

Signed

In the
Presence of

MA *MAAREANER*
Witness
[Signature]

Witness must clearly show

Name

Address

Occupation

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)

WHEREAS:

- A. The Transferor is or is entitled to be registered as the proprietor of an estate in fee simple in all that land being Lot 1021 on Plan 18332 and being the whole or part of the land in Certificate of Titles Volume 1424 Folio 761 ("the Lot").
- B. The Transferor has registered or has caused to be registered or will cause to be registered a diagram of the plans of subdivision of the Land bearing Plan numbered 18332 in the Office of Titles, Perth ("the Plan").
- C. The Transferor wishes to create within the Land the subject of the Plan a prestigious residential area.
- D. The Transferee has agreed to restrict the use of the Lot for a period of TEN (10) years expiring on the date of being TEN (10) years from the date of creation of this Restrictive Covenant to protect and enhance the amenity of the Lot and all other Lots that are the subject of the Plan ("the remaining Lots") in the manner herein mentioned.

The transferee HEREBY COVENANTS AND AGREES on behalf of himself his successors in title transferees and assigns with the Transferor its successors in the title and assigns as follows:

1. Save and except for any wall or fence enclosing or forming part of a courtyard and approved in writing by LandCorp the Transferee shall not:
 - (a) construct or erect any fence or wall along either side boundary of the Lot from a point level with the front building line of any dwelling house thereon down to the front boundary of the Lot with the roadway, or along such front boundary or boundaries fronting such roadway;
 - (b) construct or erect any fence or wall in or on any part of the Lot in the area bounded by:-
 - (i) the front building line of any dwelling house thereon from the side boundary to the other side boundary of the Lot, and if there be no dwelling house thereon then from the maximum front building line back from the front boundary as allowed by the Local Authority from the side boundary to the other side boundary; and
 - (ii) the side boundaries of the Lot; and
 - (iii) the front boundary or boundaries of the Lot fronting the roadway or roadways;
 - (c) In respect of the fence of the Lot facing ("the Fence")
 - (i) not to paint whitewash or in any way cover the Fence;
 - (ii) not in any way to mark or deface the Fence;
 - (iii) not to erect or cause to be erected any sign or notice whatsoever on the Fence;
 - (iv) not to place anything on top of the Fence or attach anything to the Fence in any manner whatsoever;
 - (v) not to remove the Fence or make any alterations to the Fence;
 - (vi) not to build any retaining wall or allow the roots of any tree or plant or any building or any other thing to cause the Fence to be or to become structurally unsound;
 - (vii) not to allow the Fence to fall into disrepair by any means whatsoever and to repair and maintain the Fence in a proper manner at all times.
 - (d) subject to Clause 1 (c) above construct or erect any fence facing public open space or an access way or a roadway or any other public area or permit any such fencing to remain on the Lot:
 - (i) constructed of any material other than unpainted closed pine timberlap or such other material as LandCorp may approve in writing; and
 - (ii) unless the railings or posts of such fencing shall face inwards to the Lot; and
 - (iii) allow such fencing to fall into disrepair by any means whatsoever.
2. The Transferee shall not:
 - (a) build, erect or construct a dwelling on the Lot that is not constructed with a brick exterior and a tiled or "colourbond" roof and using all external materials in such colours included in a range to be published by LandCorp from time to time or in such other material or colour approved in writing by LandCorp;
 - (b) erect or create any courtyard in front of the building line that is not first approved in writing by LandCorp.
3. It is HEREBY MUTUALLY AGREED AND DECLARED by and between the Transferor and the Transferee:-
 - (a) that the covenants and restrictions herein contained or implied shall run with and bind the Lot for a period of TEN (10) years expiring on the date being TEN (10) years from the date of the first creation of this Restrictive Covenant and shall for such period ensure for the benefit of and be enforceable by each and every the registered proprietors for the time being of the remaining Lots the subject of the Plan and every part thereof;
 - (b) that in case any of the covenants or restrictions herein contained shall be found by law to be invalid or void or unenforceable such shall not in any way affect or prejudice any other covenants restrictions or provisions herein mentioned which shall remain in full force and effect;
 - (c) the term "the Transferor" shall mean and include the said Transferor and his her or their respective executors administrators transferees and assigns and other the registered proprietor or proprietors for the time being of all the land comprised in the remaining Lots;
 - (d) the term "the Transferee" shall mean and include the said Transferee and his her or their respective executors administrators transferees and assigns and other the registered proprietor or proprietors for the time being of the Lot;
 - (e) the term "LandCorp" shall mean the Western Australian Development Corporation trading as or for and on behalf of LandCorp of Western Australia of 221 St George's Terrace, Perth, Western Australia or such other company, corporation, authority or body of whatever nature constituted therefor by Act of Parliament or by direction of the Government of the State of Western Australia;
 - (f) the term "building line" shall mean a line parallel with the boundary or boundaries of the Lot abutting the front roadway or roadways being measured from such boundary or boundaries to the front of the dwelling that is the closest distance to such boundary or boundaries;
 - (g) the term "verge" shall mean the area from the front boundary, and side boundary in the case of a corner lot, to the roadway or roadways abutting the Lot;
 - (h) when at any time TWO (2) or more persons or corporations own an interest in the Lots their liability hereunder shall be joint and several;
 - (i) a person shall not be liable for any breach of the restrictions imposed herein which shall be committed after having parted with his or its entire interest in the Lot;
 - (j) the costs of the preparation of this Restrictive Covenant shall be paid by the Transferor.
4. The Transferee for the time being hereby covenants with the Transferor for the time being that he will from time to time and at all times after the date of this Transfer on the request and at the cost of the Transferor execute all such instruments and consents for further or more perfectly creating the restrictions which such Transferor shall reasonably require.

Covenant
M. Webb
R.B.

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

TRANSFER OF LAND

INSTRUMENT DATED 22/05/92 \$ 21.50
VAL 29800.00 CHTLS 0.00 VGD N
7318007 COMMISSIONER OF STATE TAXATION
EXTENT VOLUME FOLIO 575AG

DESCRIPTION OF LAND (Note 1)

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BEING LOT 1021 ON PLAN 18332
EXCEPT AND RESERVING METALS, MINERALS, GEMS AND
MINERAL OIL SPECIFIED IN TRANSFER 7033/1940

WHOLE 1924 761

WESTERN AUSTRALIA STAMP DUTY
19/06/92 7318107 SD \$*****5.00

┌
ESTATE AND INTEREST (Note 2)

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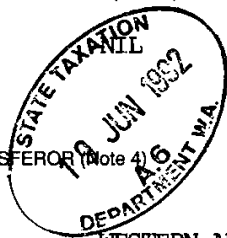
FEE SIMPLE

┌
ENCUMBRANCES (Note 3)

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┌
TRANSFEROR (Note 4)

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WESTERN AUSTRALIAN DEVELOPMENT CORPORATION

┌
CONSIDERATION (Note 5)

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TWENTY NINE THOUSAND EIGHT HUNDRED DOLLARS (\$29,800.00)

┌
TRANSFeree (Note 6)

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ANDREW STEWART GREAVES AND MARIE ANNE GREAVES BOTH OF 3 BAUER
STREET, CANNINGTON AS JOINT TENANTS.

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