

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 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 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. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**
In this panel show (subject to the next paragraph) those Limitations, interests, encumbrances and notifications affecting the land being transferred that are recorded on the certificate(s) of title:
 - (a) In the Second Schedule; or
 - (b) If no Second Schedule, that are encumbrances;
(unless to be removed by action or document before registration hereof).
Do not show any:
 - (a) Easement Benefits or Restrictive/Covenant Benefits; or
 - (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a lease is shown, do not show any sub-lease or any document affecting either).

The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and plan/diagram number. Strata/survey-strata plan encumbrances are to be described as "interests on strata/survey-strata plan". 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**
Transferee's and Transferor's 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

OFFICE USE ONLY

J635679 T

24 Feb 2006 08:53:32 Perth



REG \$ 90.00

TRANSFER

LODGED BY CHAMPION BAY SETTLEMENTS

ADDRESS

AUSTRALIA AND NEW ZEALAND
BANKING GROUP LTD

A.C.N. 005 051 322

PHONE No. 9TH FLOOR E. J. GE PLAZA

FAX No SHERWOOD CIRCLE PERTH
BO

REFERENCE No. PHONE (08) 9208 2089
FAX: (08) 9208 2037

ISSUING BOX No.

PREPARED BY Champion Bay Settlements

ADDRESS

PO Box 51
GERALDTON WA 6531

PHONE No. (08) 9921 6077 FAX No. (08) 9921 6189

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.



ATTESTATION SHEET

Dated this

6th

day of

FEBRUARY

Year 2006

TRANSFEROR/S SIGN HERE (Note 7)

Signed for and on behalf of Masterkey Properties
Pty Ltd A.C.N. 008 948 169 by authority of its
directors and pursuant to section 127 of the
Corporations Law by:

Director

Jarrod Dean Dwyer

Director / Secretary

Colin John Dwyer

Signed for and on behalf of Pointside Pty Ltd
A.C.N. 056 132 588 by authority of its director
and pursuant to section 127 of the Corporations
Law by:

Sole Director & Sole
Secretary

Susan Leonie Murray

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

B. Byron

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:

B. Byron

Witness Sign:

Meredith

Witness Print Full Name:

Witness address:

Teagan Maree Meredith
8 KOOLINDA STREET
GERALDTON WA 6530
CLERK

Witness 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. (Instruction 2)

The Transferee both for the Transferee his Transferees, Successor in title and Assigns covenant with the Transferor its Successors in titles and Assigns:

- ~~1. The Transferee may sell their land at any time after settlement. However, they are not permitted to place a 'For Sale' sign on their lot for a period of two (2) years from the purchase date, unless a house has been constructed on the site.~~
- ~~2. That the Transferee shall:~~
 - ~~(a) not use the said land for any other than residential purposes; and~~
 - ~~(b) not erect more than one dwelling permanent non-transportable single residential house on the said land.~~
3. That the Transferee shall not erect or commence to erect or permit or suffer to be erected or commenced to be erected on the land:
 - (a) A dwelling house the external walls of which are not either brick, stone or concrete provided that seventy five per centum (75%) of the area of the external walls thereof may comprise glass or timber. Or both provided further that the area of the timber shall not exceed twenty five per centum (25%) of the area of all the external walls thereof;
 - (b) A dwelling house having a minimum gross internal living floor area of not less than one hundred and forty square metres not including verandahs, porches, pergolas, patios, garages or carports, etc;
 - (c) Any garage and carport that are not constructed of the same materials as the dwelling house provided that the same shall not apply to garages and carports which are screened from the street view or;
 - (d) A dwelling house with
 - (i) a roof constructed of metal decking in the colour silver (Zincalume). The metal roof shall be painted or coated so as to have a non-reflective quality.
 - (e) The width of a dwelling along the street frontage (including garage/carport) shall be no less than sixteen metres unless otherwise approved by the Vendor.
4. Fences or any part of them constructed upon boundaries, which are not common to adjoining residential allotment shall not be comprised of any fibre reinforced cement material.
5. Fences constructed on the lot forward of the building frontage set-back line from time to time shall not be comprised of any fibre reinforced cement material. ~~Metal fences shall be painted.~~
- ~~6. As the land is zoned residential no livestock shall be kept on any of the Lots.~~
- ~~7. To enhance the landscape of this prestige estate the Purchaser shall plant and maintain on the lot a minimum of three trees, species generally in accordance with the Shire's guidelines.~~
- ~~8. The Transferor has entered into this agreement with the Transferees for the purpose of creating~~
 - ~~a prestigious residential area and it is hereby agreed that the Transferor shall not be obliged to~~
 - ~~enforce any of the covenants and restrictions contained herein.~~
- ~~9. The benefit of the covenants hereinbefore contained shall be the appurtenant to such of the~~
 - ~~Lots and each and every part of the lots in the Plan 48098 which the Transferor is the~~
 - ~~registered proprietor other than the land hereby transferred. The burden of the covenants~~
 - ~~hereinbefore contained is upon the land transferred. Such covenants shall not merge in the~~
 - ~~transfer of the land and shall bind the Transferee and the assigned Transferees and other~~
 - ~~successors in title of the Transferee.~~
- ~~10. The vendor advises that for coastal land in Geraldton, a possibility of unexploded ordnance and~~
 - ~~purchasers are advised that a search to one metre deep was performed and no unexploded~~
 - ~~ordnance was found. The purchaser is advised that the title contains a memorial to this effect.~~
11. This covenant shall cease to have affected after 31/12/2010.

Geraldton Court
CHAMPION BAY SETTLEMENTS
P O BOX 51
6530

Receipt no: 57909
Personal Cheque

GN/1/C17

Total: \$20.00
Amount Tendered: \$20.00
Change: \$0.00

14/02/2006 14:36

Correct

*ref. letter
14/02/06*

GN1

FORM T 2

FORM APPROVED
NO. B3819

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

LOT 155 ON DEPOSITED PLAN 48098

EXTENT

WHOLE

VOLUME

2612

FOLIO

960

ESTATE AND INTEREST (Note 2)

FEE SIMPLE

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 3)

NIL

TRANSFEROR (Note 4)

MASTERKEY PROPERTIES PTY LTD (ACN 008 948 169)

POINTSIDE PTY LTD (ACN 056 132 588)

CONSIDERATION (Note 5)

NINETY TWO THOUSAND DOLLARS (\$92,000.00)

TRANSFeree (Note 6)

BURNADETTE ANN BYRON, OF 15 VERTICORDIA DRIVE, STRATHALBYN



Department of Treasury and Finance
Office of State Revenue
Government of Western Australia



Certificate of Stamp Duty

Normal Conveyance

Stamp Duty - Under Taxation Administration Act 2003 (WA), Section 49

Certificate Number:	1004137532	Certificate Issue Date:	06-02-2006
Document Reference:	2358-13-1	Client Reference:	050722 TV
Instrument Date:	02-02-2006		
Gross Consideration:	\$92,000.00		
Original Stamp Duty:	\$1,960.00		

No Duty Payable

Land:	Lot 155, Plan 48098	Volume/Folio:	2612/960
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Seller(s): MASTERKEY PROPERTIES PTY LTD

POINTSIDE PTY LTD

Buyer(s): BYRON, BURNADETTE ANN

Related Certificate Summary

Certificate Number	Certificate Date	Instrument Date	Doc Reference	Consideration	Stamp Duty
1004137524	06-02-2006	02-02-2006	2358-13-1	\$92,000.00	\$1,960.00

This agreement is made on the

day of

2006

BETWEEN:

Masterkey Properties Pty Ltd (A.C.N. 008 948 169) and Pointside Pty Ltd (A.C.N. 056 132 588) of 2 Bagot Road, Subiaco, Western Australia (the "Transferors")

AND

Burnadette Ann Byron of 15 Verticorida Drive, Strathalbyn, Western Australia (the "Transferee")

THE PROPERTY BEING:

**9 THE QUARTERDECK (STAGE 8), DRUMMOND COVE
LOT 155 ON DEPOSITED PLAN 48098 VOLUME 2612 FOLIO 960**

We the Transferors and the Transferee of the above dealing confirm the Covenants numbered **1, 2, 6, 7, 8, 9 and 10 on Page 2** of the Transfer of Land are to be deleted from the content of the Restrictive Covenant and that the words **"Metal fences shall be painted"** written within **Clause 5 on Page 2** of the Transfer of Land be deleted.

We also confirm Clause 10, which specifically refers to **unexploded ordnance** and reads:-

"The vendor advises that for coastal land in Geraldton, a possibility of unexploded ordnance and purchasers are advised that a search to one metre deep was performed and no unexploded ordnance was found. The purchaser is advised that the title contains a memorial to this effect"

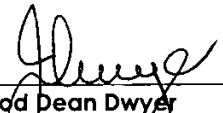
is also to be deleted from the content of the Restrictive Covenant. So far as the Transferors are aware, there is no suggestion of there possible being unexploded ordnance on any land the subject of **Deposited Plan 48098**.

Masterkey Properties Pty Ltd and Pointside Pty Ltd acknowledge that they initially considered that the Covenants were desirable, but no Statutory or other Authority requires any of those Covenants to be contained in the Transfer or other Transfers relating to the land the subject of **Deposited Plan 48098**.

We the Transferors and Transferee acknowledge the above and authorise the said Clauses referred in this Agreement are to be deleted from our original Contract and Transfer of Land.

TRANSFERORS

Signed for and on behalf of **Masterkey Properties Pty Ltd A.C.N. 008 948 169** by authority of its directors and pursuant to section 127 of the Corporations Law by:

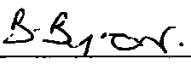
Director ☒ 
Jarrod Dean Dwyer

Director / Secretary ☒ 
Colin John Dwyer

Signed for and on behalf of **Pointside Pty Ltd A.C.N. 056 132 588** by authority of its director and pursuant to section 127 of the Corporations Law by:

Sole Director & Sole Secretary ☒ 
Susan Leonie Murray

TRANSFEEE

Sign ☒ 
Burnadette Ann Byron

Witness Sign:

Witness Print Full Name: Susan Mary Mundy

Witness Address: 24 Coopers Cir
Geraldton WA 6530

Witness Occupation: Clerk

File: 05/0722

Cullen Babington Hughes L a w y e r s

Rick Cullen
Ed Babington
Michael Hughes
John Byrne *Notary Public*

Incorporating the practice of John W Byrne

229 Stirling Highway
Claremont WA 6010
Telephone 9284 5522
Facsimile 9284 5588
Our reference: MAH:565

11 May 2006

The Registrar of Titles
Department of Land Information
PO Box 2222
MIDLAND WA 6936
Attention: Vikki McRoberts

Dear Madam

Transfer J635679 (Byron) Certificate of Title Volume 2612 Folio 960

I, Michael Anthony Hughes, am the solicitor for Masterkey Properties Pty Ltd (ACN 008 948 169) and Pointside Pty Ltd (ACN 056 132 588), the Transferors pursuant to the above Transfer. I authorise and request, and I have the authority to authorise and request on behalf of the Transferors that the Registrar of Titles use his authority under the Transfer of Land Act 1893 to amend the Transfer by deleting paragraphs 1, 2, 6, 7, 8, 9 and 10 on page 2 of the Transfer, and by deleting from paragraph 5 on page 2 of the Transfer the words "Metal fences shall be painted."

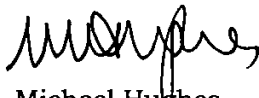
We confirm clause 10 which specifically refers to unexploded ordnance was copied from a Transfer of other land, and was included in this Transfer in error. I refer to the Statutory Declaration dated 20 April 2006 made by Colin John Dwyer and Susan Leonie Murray and lodged with dealing number J658300 as to this issue.

I confirm that, in my view, clauses 3, 4 and 5 (as amended) on page 2 of the Transfer comprise restrictive covenants.

The Transferees have also confirmed their consent to the amendments - see the **attached** Agreement.

If you have any queries, or require any further information, do not hesitate to contact me.

Yours faithfully



Michael Hughes
Cullen Babington Hughes
mhughes@cbhlegal.com.au

Encl.

Cullen Babington Hughes Pty Ltd (ACN 094 864 212)
PO Box 907, Claremont WA 6910

Champion Bay Settlements

Licensed Real Estate Settlement Agent
Licensee: Rosvin Pty Ltd
ACN 009 257 710 ABN 17 009 257 710

Settle for us and
we'll settle for you
- Anywhere in W.A. -

Our Ref: TV050722 sm

15 May 2006

D.L.I
Doc Acceptance
P.O Box 2222
MIDLAND WA 6936

ATTN: Vikki McRoberts



Dear Vikki

RE: Doc No. J635679 Solicitors letter required Certificate Vol 2612 Folio 960
Lot 155 (9) Quarterdeck, Drummond Cove

Please find enclosed the following documents:

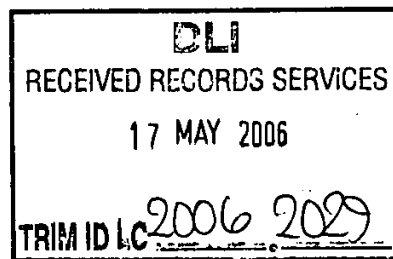
A Solicitors Letter: Cullen Babington Hughes
Signed agreement: Masterkey Properties Pty Ltd and Pointside Pty Ltd to Burnadette Ann
Byron-

We request that these documents be lodged for registration as soon as possible for titles to be
issued in purchasers name.

Thank you for your assistance with this matter and should you have any queries please contact
this office.

Yours faithfully
CHAMPIONBAY SETTLEMENTS

Tony Viner
Principal



POST OFFICE PLAZA, 52 DURLACHER STREET
P.O. BOX 51, GERALDTON WESTERN AUSTRALIA, 6531
TELEPHONE: (08) 9921 6077 FAX: (08) 9921 6189