



**Consent**

"and the said" Therefore for himself, his respective heirs, executors, administrators and transferees, the registered proprietor or proprietors for the time being of the said and hereby irrevocably and for each and every part thereof do hereby consent with the Transferee and others the registered proprietor or proprietors for the time being of the said premises in terms of Subsections 85, 85(1A), 85(1B), 85(1C), 85(1D), 85(1E) and 85(1F) and every part thereof of other than the land hereby transferred as follows:

The registered proprietor or proprietors for the time being of any lot forming part of the land to be transferred shall not:

- (1) erect or build or suffer to be erected or built on any lot or any part or parts thereof more than one private dwelling together with associated outbuildings;
- (2) erect or build or suffer to be erected or built a dwelling unless the dwelling has an area of at least 100 square metres;
- (3) erect or build or suffer to be erected or built a dwelling unless it is constructed predominantly of brick, block, concrete, masonry or rendered surfaces and for each of its main walls the walls are at least 200 millimetres thick;
- (4) erect or build or suffer to be erected or built any front fence;
- (5) erect or build or suffer to be erected or built any side, rear or other fence except for fencing constructed of standard timber posts and rails in the case of side fencing and any other fence which is erected within the front building line and including a very fence to the dwelling;
- (6) make any requirement for fencing of the Land under the Fences Act 1969 or any other Act;
- (7) place or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes.

For the purposes of these restrictions:

- (a) a dwelling means a building that contains self contained living accommodation;
- (b) a building (including outbuildings) means any structure except a fence;
- (c) a fence means a building any provision in this restriction and Fences or any instrument relating to the provisions of the said Act and any.

AND IT IS HEREBY AGREED that the benefit of the foregoing covenant shall be attached to the land to be transferred with the said premises in the Plans of Subdivision other than the land hereby transferred and that the burden thereof shall be accepted to and run with the said land in respect of the said premises and the same shall be noted and appear on every Sale Certificate of Title for the said lot and every part as an encumbrance affecting the same."

**33/ Rothschild Road GISBORNE VIC**

Located in new development. Dimensions approximately 17.5m x 70.70m. Large parcel offering room for dwelling and plenty of open area. Excellent opportunity value plus.

**Price** : \$ 230,000  
**Land Size** : 1237 sqm  
**View** : <https://www.kennedyandhunt.com.au/sale/vic/macedon-ranges/gisborne/residential/land/5849269>