



Consent

"and the said Trustee for himself, his respective heirs, executors, administrators and transferees, the registered proprietor or proprietors for the time being of the said land hereby irrevocably and in every part thereof do hereby covenant with the Trustee and others the registered proprietor or proprietors for the time being of the said lot/ lots in Subdivisions PS 637141E and PS 64200P and each and every part thereof (other than the lot/ lots 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 not less than 100 square metres;
- (3) erect or build or suffer to be erected or built a dwelling unless it is constructed predominantly of brick, brick veneer, masonry or rendered surfaces and for exterior finish materials are kept similar to that of the other dwellings;
- (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 in the case of side fencing ending near the front boundary line and including a very fence return to the dwelling;
- (6) make any requirement for fencing of the Land under the Fences Act 1968 (except Fences Ordinance Pty Ltd);
- (7) place or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 3.5 tonnes.

For the purposes of these restrictions:

- (8) a dwelling means a building that contains self contained living accommodation; and
- (9) a building (including outbuildings) means any structure except a fence; and if a building means a building any provision in this restriction and Fences or any instrument relating to them the provisions of the order shall apply.

AND IT IS HEREBY AGREED that the benefit of the foregoing covenant shall be attached to the lot or lots and in respect with the said lot/ lots in the Plans or Subdivisions other than the lot/ lots hereby transferred and that the burden thereof shall be accepted to and run with the said lot/ lots in respect with the said lot/ lots hereby transferred and the same shall be noted and appear on every Active 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.

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