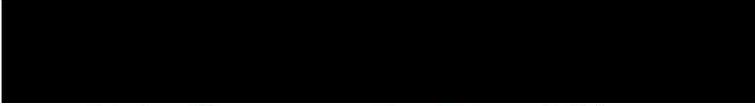


**COPY**

**HERITAGE COUNCIL OF WESTERN AUSTRALIA**

**and**

  
**Tenants in Common in Equal Shares**

**HERITAGE AGREEMENT**

**Hymus House & Outbuildings  
Mandurah Road  
East Rockingham**

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EXEMPT from W.A. Stamp Duty

see 18 (1) Heritage of WA Act 1990  
for Commissioner of State Revenue 23/4/08

# HERITAGE AGREEMENT

## Hymus House & Outbuildings Mandurah Road East Rockingham

ABN 66 012 878 629  
WESTERN AUSTRALIA STAMP DUTY  
23/04/08 09:53 002861684-001  
DUP \$ \*\*\*\*\*.00  
O/S \$ \*\*\*\*\*.00  
EXEMPT 100 %

THIS AGREEMENT is made on the 7<sup>th</sup> day of April 2008 between the following parties:

1. HERITAGE COUNCIL OF WESTERN AUSTRALIA a corporate body established pursuant to the *Heritage of Western Australia Act 1990*, of 108 Adelaide Terrace, East Perth, Western Australia 6004 (the "Council"); and
2. [REDACTED] LTD as Tenants in Common in Equal Shares (collectively, the "Owner").

### RECITALS:

- A. The Council's objects are to identify, conserve and where appropriate, enhance those places which are of significance to the cultural heritage of Western Australia; to facilitate development that is in harmony with cultural heritage values; and to promote public awareness and knowledge of Western Australia's cultural heritage.
- B. The Owner is the Registered Proprietor of the Land.
- C. The Place has been identified as being of cultural significance and is entered in the Register of Heritage Places on a permanent basis pursuant to the Act.
- D. The Council and the Owner wish to enter this Agreement to provide for the conservation of the Place so as to retain its cultural significance for present and future generations.

### AGREEMENT:

The Parties agree with each other as follows.

## PART 1 DEFINITIONS & INTERPRETATION

### 1.1 Definitions

In this Agreement, unless the contrary intention appears:

"Act" means the *Heritage of Western Australia Act (WA) 1990*;

"this Agreement" means this Agreement as it may from time to time be varied as permitted by its terms;

"Conservation Plan" means the Conservation Plan in respect of the Place described in Item 5 of the Schedule, as may from time to time be varied with the prior written approval of the Council;

**“Conservation Policy”** means the policy specified in Item 3 of the Schedule;

**“Conservation Works”** means the works specified in Item 6 of the Schedule;

**“Construction Completion Date”** means:

- (a) in the case of "Urgent Works" as described in the Conservation Works, these works must be completed prior to the sale of the Place by [REDACTED] but in any case not later than 1 year after the Effective Date of this Agreement;
- (b) in the case of "High Priority Works" as described in the Conservation Works, the date within 2 years after the Effective Date of this Agreement;
- (c) in the case of "Medium Priority Works" as described in the Conservation Works, the date within 5 years after the Effective Date of this Agreement; and
- (d) in the case of "Low Priority Works" as described in the Conservation Works, the date within 10 years after the Effective Date of this Agreement;

**“Construction Period”** means:

- (a) the period commencing on the Effective Date and expiring on the relevant Construction Completion Date; or
- (b) any longer period agreed between the Council and the Owner of the Place in writing;

**“Damage”** means losses, costs, damages, liabilities, expenses, actions, suits or claims of any kind;

**“Development”** means the development or use of the Place, including:

- (a) any demolition, erection, construction, alteration of or addition to any building or structure on the Land;
- (b) the carrying out on the Land of any excavation or other works;
- (c) any act or thing that is likely to change the character of the Place or the external appearance of any building;
- (d) any act or thing that would constitute an irreversible alteration of the Significant Fabric; and
- (e) a material change in the Use of the Place;

**“Effective Date”** means the date on which this Agreement is certified by the Minister pursuant to Section 32(1) of the Act;

**“Event of Default”** is defined in clause 5.1;

**“Fabric”** means all the physical material of the Place including, but not limited to:

- (a) components, fixtures, contents and objects;
- (b) natural material such as the landform, vegetation, streams, soil and rock;
- (c) building interiors, sub-surface remains and excavated material; and
- (d) components, fixtures, contents and objects that are temporarily removed for purposes such as repair, safekeeping or exhibition.

“**Land**” means the land described in Item 4 of the Schedule;

“**Maintenance**” means the continuous protective care of the Significant Fabric as specified in Item 7 of the Schedule;

“**Minister**” means the Minister responsible for the administration of the Act;

“**Owner**” means:

- (a) subject to clause 2.2(d) [REDACTED] Pty Ltd as Tenants in Common in Equal Shares, for so long as [REDACTED] as Tenants in Common in Equal Shares are the registered proprietors of the Land; and
- (b) the Owner or Owners of the Land from time to time, as the expression “owner” is defined in the Act;

“**Place**” means the place described in Item 1 of the Schedule;

“**Register**” means the Register of Heritage Places and has the same meaning as in the Act;

“**Significant Fabric**” means those parts of the Fabric specified in Item 2 of the Schedule;

“**Use**” means the functions of the Place as well as the activities and practices that may occur at the Place;

and

words and expressions having defined meanings in the Act, unless otherwise defined in this clause, have the meanings so defined in the Act.

## 1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (b) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (c) no rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Agreement or any part of it;
- (d) a reference to this Agreement or any other document or instrument includes the Agreement, document or instrument (as the case may be) as varied or replaced, notwithstanding any change in the identity of the parties;

- (e) a reference to the Owner doing or refraining from doing anything includes a reference to the Owner causing a person to do, or causing a person to refrain from doing, that thing (as the case may be); and
- (f) a reference to any thing is a reference to the whole and each part of it.

## PART 2 COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT

### 2.1 Commencement and Duration of this Agreement

- (a) This Agreement is conditional upon the Minister for Heritage
  - (i) being satisfied that this Agreement is necessary for the purposes of, and complies with, the Act; and
  - (ii) certifying that fact upon each executed copy of this Agreement.
- (b) This Agreement commences on the Effective Date and shall be of permanent effect unless terminated with the written consent of the Council.

### 2.2 Scope of this Agreement

- (a) This Agreement:
  - (i) applies to the Land and the Place;
  - (ii) binds the Land and the Place; and
  - (iii) binds the Owner.
- (b) All of the obligations of the Owner under this Agreement are covenants made pursuant to section 29(10) of the Act and are intended to run with the Land.
- (c) The rights and obligations of the Owner under this Agreement are not assignable by the Owner without the prior written consent of the Council, which consent shall not be unreasonably withheld.
- (d) Subject to clause 2.2(e), on the person who is at the time the Owner ("**Outgoing Owner**") transferring the whole of that person's interest in the Place to another person, the Outgoing Owner is released from all personal liability under this Agreement. For the avoidance of doubt, this clause 2.2(d) operates only to release the Outgoing Owner personally and does not release, vary or otherwise affect the obligations of the Owner under, or in connection with, this Agreement.
- (e) The provisions of clause 2.2(d) will not apply in respect of any liability or claim which arose prior to the date of registration of the transfer of the whole of the interest of the Outgoing Owner to another person.

## PART 3 DEVELOPMENT AND CONSERVATION

### 3.1 Conservation Plan

The parties acknowledge that the Conservation Plan is the primary guiding document for the conservation and future use of the Place and should be read in conjunction with this Agreement as an essential reference document. For the

avoidance of doubt, all express obligations on the Owner in this Agreement which are derived from the Conservation Plan are described in the Annexures.

### **3.2 Conservation Works**

The Owner must undertake the conservation of the Place in accordance with the Conservation Policy and is required to carry out the Conservation Works, by the Construction Completion Date.

### **3.3 Development**

The Owner shall not:

- (a) carry out any Development; or
- (b) without prejudice to the generality of clause 3.3(a), do or permit to be done anything on or in relation to the Place which adversely affects the cultural heritage significance or characteristics of the Place; or
- (c) sub-divide or make application to sub-divide the Land;

except as permitted by clause 3.2 or as otherwise approved in advance in writing by the Council.

### **3.4 Maintenance**

- (a) The Owner shall ensure that the Significant Fabric is protected, or restored and adapted, with the approval of the Council, and is kept in a proper, safe and sound standard of repair and condition in all respects, in accordance with the Conservation Policy.
- (b) Without limitation to clause 3.4(a), the Owner shall undertake the Maintenance.

### **3.5 Conservation Consultant**

The Owner must appoint a consultant approved in advance in writing by the Council to supervise the Conservation Works and any Development of the Place or other action which requires the approval of the Council under clause 3.3.

### **3.6 Reporting**

#### **(a) Reports to be Prepared by Consultant**

All reports required in this clause 3.6 shall be in writing and prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.5, or such other person with the necessary skills and experience that is approved in writing by the Council.

#### **(b) Reports to be Acceptable to Council**

- (i) The Council shall consider all reports provided to it under this clause 3.6 and provide written notice to the Owner within 21 days of receipt of the report, indicating whether the report is acceptable or whether the report requires further information, detail, explanation or such other clarification as is reasonably required by the Council.
- (ii) In the event that the Council requires further information, detail, explanation or other clarification, the Owner shall ensure that a revised report is provided within 21 days of receipt of written notice from the Council, or within such other reasonable period nominated in writing by the Council.

### **(c) Annual Reports**

The Owner must ensure that a proper, detailed and comprehensive written report is provided to the Council on a date which is 12 months after the Effective Date, and thereafter on every anniversary of the Effective Date during the currency of the Agreement. The report must set out the following information:

- (i) the Maintenance and other activities which the Owner has undertaken pursuant to clause 3.4 since the Effective Date, or the date of the previous report, as the case may be;
- (ii) the Conservation Works which the Owner has undertaken since the Effective Date or the date of the previous report, as the case may be;
- (iii) the Development and other activities which the Owner has undertaken, if any, pursuant to clause 3.3 since the Effective Date, or the date of the previous report, as the case may be; and
- (iv) the condition and state of the Significant Fabric at the time of writing the report.

### **(d) Reports on Conservation Works**

The Owner must ensure that a proper, detailed and comprehensive written report which sets out the Conservation Works that have been undertaken since the date of any report provided pursuant to clause 3.6(c) is provided on the following dates:

- (i) not later than 30 days after the "Urgent Works" as described in the Conservation Works are completed;
- (ii) not later than 30 days after the "High Priority Works" as described in the Conservation Works are completed; and
- (iii) not later than 30 days after the "Medium Priority Works" as described in the Conservation Works are completed; and
- (iv) not later than 30 days after the "Low Priority Works" as described in the Conservation Works are completed.

## **3.7 Insurance**

The Owner will maintain an insurance policy with a reputable insurance company approved in advance in writing by the Council, sufficient to enable full and proper replacement, reinstatement or restoration of the Significant Fabric in the case of damage or destruction and provide a copy of such a policy and a Certificate of Currency to the Council. In the event of damage or destruction the Owner shall, using monies recovered from its insurance policy and its own monies, fully and properly replace, reinstate or restore the destroyed or damaged fabric.

## **3.8 Compliance with Statutes**

The provisions of this Agreement are in addition to the Act and any other written laws and nothing in this Agreement removes, limits or modifies the obligations on the Owner to comply with all relevant statutory and other requirements in connection with the Development of the Land, and the Owner is responsible for obtaining all approvals consents and licences required for Development of the Land, including planning approvals and building licences, from all relevant bodies and authorities including the local authority.

**PART 4  
COUNCIL'S RIGHTS OF ENTRY AND POWERS OF INSPECTION**

**4.1 Council's rights of entry and powers of inspection**

- (a) Subject to clause 4.1(b) the Council shall, through its nominated representative or nominated officer from time to time, have the power to enter the Place at reasonable times, and on reasonable prior notice, for any purpose related to the provisions of this Agreement, including without limitation to inspect the Place with a view to ensuring compliance with the provisions of this Agreement.
- (b) Subject to clause 4.1(c), the Council will comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the Council under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the Council to exercise its rights of inspection as set out in clause 4.1(a), including without limitation, ensuring that reasonable access is provided to all parts of the Place and ensuring access to and use of any facility at the Place which is necessary to facilitate inspection.

**PART 5  
DEFAULT**

**5.1 Events of default**

An Event of Default occurs if:

- (a) the Owner is in breach of, or does not comply with, any of its obligations under this Agreement and the breach or non-compliance continues for 30 days, or such longer period as is reasonable for rectification having regard to the nature of the breach or non-compliance, after receipt of written notice from the Council to effect compliance; or
- (b) the Owner repudiates or commits a fundamental breach of this Agreement.

**5.2 Rights and remedies of Council**

In the event any Event of Default occurs, the Council shall be entitled to exercise any one or more of the following powers:

- (a) through its agents, contractors or employees enter the Place and take such actions as are in the Council's opinion necessary to rectify the Event of Default (including attending to any construction or other works) together with or separately from;
- (b) any rights and remedies which may be available to the Council at law or in equity together with or separately from;
- (c) the rights, powers and remedies available to the Council under the Act, and nothing in this Agreement limits or prejudices or shall hinder the exercise by the Council or the Minister or any other person of any of the rights, powers or remedies available to the Council, the Minister or that person under the Act if an Event of Default occurs, or any other event occurs which is a breach of any provision of the Act.

### 5.3 Land and Place at risk of Owner

- (a) The Land and the Place shall remain at the risk of the Owner in all respects, notwithstanding any provisions in this Agreement dealing with the Development or maintenance of the Land or the Place. Without limitation, all Development and maintenance of the Land or the Place shall be conducted entirely at the risk of the Owner and the Owner shall, subject to clause 5.3(b), indemnify and keep indemnified and save harmless the Council, the Minister, the State of Western Australia and any of their respective servants or agents (each an 'Indemnified Party') against all Damage incurred or suffered by any of them arising from or in connection with the Development, maintenance or occupation of the Land or the Place by the Owner or any person acting through, on behalf of, or under the Owner.
- (b) The indemnity provided by the Owner in clause 5.3(a) shall be reduced proportionately to the extent that it can be shown any Damage has been caused by a negligent or deliberately malicious act or omission by an Indemnified Party.

### 5.4 Interest on overdue money

If the Owner becomes liable to pay any amount of money to the Council pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner shall pay to the Council interest on that amount from and including the due date for payment of the amount to but excluding the actual date of payment of that amount. The interest is to be paid on demand by the Council, is to be calculated on daily balances, and is to be at the rate then payable on judgment debts pursuant to the provisions of the *Supreme Court Act (WA) 1935*.

## PART 6 NOTICES

### 6.1 Any notice, report or other communication which must be given, served or made under or in connection with this Agreement:

- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the Party giving, serving or making the notice or on its behalf by any attorney, director or secretary, or solicitor of such Party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.5, if executed by the relevant consultant appointed pursuant to clause 3.4;
- (d) will be deemed to have been duly served, given or made in relation to a person if it is delivered or posted by prepaid post to the address, or sent by facsimile or sent by email to the address of that person in clause 6.2 (or at such other address or number as is notified in writing by that person to the other Parties from time to time); and

- (e) will be deemed to be served, given or made:
  - (i) in the case of prepaid post on the second day after the date of posting;
  - (ii) in the case of facsimile on receipt of a transmission report confirming successful transmission;
  - (iii) in the case of email on receipt of a delivery confirmation confirming successful delivery; and
  - (iv) (in the case of delivery by hand) on delivery.

6.2 The details of each Party for the purposes of giving notice are as follows:

(a) the **Council**:

Heritage Council of Western Australia  
PO Box 6201  
East Perth WA 6892  
Attention: Manager, Conservation & Assessment  
Phone: (08) 9221 4177  
Fax: (08) 9221 4151

(b) the **Owner**:

[REDACTED]

## PART 7 GENERAL

### 7.1 Variation to be in writing

No variation of this Agreement will be effective unless in writing and executed by the Council and the Owner.

### 7.2 Governing Law

This Agreement is governed by the Laws of the State of Western Australia and the parties submit to the jurisdiction of that State.

### 7.3 Further assurances

Each party shall do all things and execute all further documents as are necessary to give full effect to this Agreement.

### 7.4 Extension of time by Council

The Council may, at the Council's discretion and by written notice to the Owner, extend any time period for performance by the Owner of any of its obligations under this Agreement.

## 7.5 Costs

- (a) The Owner shall pay or reimburse the Council on demand for all the Council's costs and expenses in relation to:
  - (i) the exercise or enforcement by the Council of any right, power or remedy under this Agreement, at law, in equity or otherwise; and
  - (ii) any act or omission by the Owner causing Damage to the Council, including (without limitation) the Council's legal costs and expenses.
- (b) Each party shall pay all its own legal costs and expenses in relation to the preparation, execution and stamping of this Agreement.

## THE SCHEDULE

**Item 1: Place**

Hymus House, Mandurah Road, East Rockingham and consists of:

- (a) the Land;
- (b) all buildings, structures and works on the Land from time to time; and
- (c) any thing in connection with the Land, entered or deemed to be entered in the Register.

**Item 2: Significant Fabric**

The Significant Fabric is described in Annexure A.

**Item 3: Conservation Policy**

The Conservation Policy is described in Annexure B.

**Item 4: Land**

That portion of Lot 801 on Deposited Plan 29646 being part of the land contained in Certificate of Title Volume 2218 Folio 500 as shown on Heritage Council of Western Australia Drawing No. 2320 (Revision 30/09/04) prepared by Warren King & Company and Midland Survey Services, a copy of which is appended to this Agreement as Annexure F.

**Item 5: Conservation Plan**

*Hymus House, Mandurah Road, East Rockingham – Conservation Plan* prepared by Kevin Palassis Architects for the City of Rockingham, November 1999, a copy of which is appended to this Agreement as Annexure E.

**Item 6: Conservation Works**

The schedule of works described in Annexure C.

**Item 7: Maintenance**

The schedule of maintenance activities described in Annexure D.



EXECUTED AS A DEED

THE COMMON SEAL of HERITAGE COUNCIL OF WESTERN AUSTRALIA is affixed in the presence of:

A handwritten signature in black ink, appearing to be "D. Dineen", written over a horizontal line.

Signature of authorised person

A handwritten signature in black ink, appearing to be "G. Gauntlett", written over a horizontal line.

Signature of authorised person

The word "Director" written in black ink over a horizontal line.

Office held

The word "CHAIRMAN" written in black ink over a horizontal line.

Office held

The name "IAN . H - BAXTER" written in black ink over a horizontal line.

Name of authorised person

The name "GERALD IAN GAUNTLETT" written in black ink over a horizontal line.

Name of authorised person

Executed for and on behalf of [redacted] and pursuant to section 127 of the Corporations Act by:

A large black rectangular redaction covering the signature area of the first execution.

Executed for and on behalf of [redacted] by authority of its director and pursuant to section 127 of the Corporations Act by:

A large black rectangular redaction covering the signature area of the second execution.



**CERTIFICATE UNDER SECTION 32  
OF THE HERITAGE OF WESTERN AUSTRALIA ACT (WA) 1990**

I, The Hon. Michelle Roberts, MLA, Minister for Employment Protection; Housing and Works; Indigenous Affairs; Heritage; Land Information, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 18<sup>TH</sup> day of April 2008.



Minister for Employment Protection; Housing and Works; Indigenous Affairs; Heritage;  
Land Information

## **Annexure A**

### **Significant Fabric**

Extract taken from *Part 6.0 Statement of Significance* and *Figure 6.1 Grading of Significance* in the Conservation Plan.

## **Annexure B**

### **Conservation Policy**

Extract taken from *Part 7 Conservation Policy* and *Part 8 Policy Implementation* in the Conservation Plan.

## **Annexure C**

### **Conservation Works**

#### **Urgent Works**

1. Remove the existing corrugated galvanised iron roof sheeting and any remaining old gutters and downpipes; re-sheet the roof with new corrugated galvanised sheeting, new gutters, downpipes and flashings as necessary to render the roof sound and watertight.
2. Assess and rectify any damage to roof framing to accept the new roof especially at the main chimney, the result of earlier fire from faults in the chimney now rectified.
3. Replace flashings to chimney.
4. Replace all deteriorated or lost gutters and downpipes to the perimeter of the building, and direct stormwater into reconditioned rainwater tanks or away from the base of the walls.
5. Board and secure the building to prevent vandalism and unauthorised entry.
6. Maintain routine security inspections.
7. Remove grass and other plant growth from against the north and south verandah floors, and lower ground levels to below verandah floor framing.
8. Remove rubbish from site internally (ensuring building fabric is retained).
9. Landscape to be cleared and trimmed to allow for further stages of landscaping.
10. Retain and conserve existing verandahs.
11. Conservation of stonework or brickwork to all openings. (Ready for joinery.)

#### **High Priority Works**

1. Refix detached sections of fibrous plaster ceiling mouldings and sheeting to the southeast bedroom, to the kitchen introduced ceiling and to the back (east) verandah.
2. Reinstall an appropriate front door, (illegally removed) and reinstall door from passage into living room.
3. Rehang door into northwest room and restore architraves.
4. Close holes cut into timber floors, presumably for termite inspection and treatment.
5. Reinstall appropriate glazed door and window sashes into frame in north wall of living room.
6. Reinstall appropriate door removed from east wall of living room, fix frame back into opening and make good to wall finishes.
7. Reinstall frame and balance-hung sashes, removed from window in east wall of south-east room; make good to wall fabric and finishes; sashes survive on site.
8. Restore damage to window in south wall of south-east room.
9. Reinstall floorboards to match to section where boards have been removed in the kitchen.
10. Reinstall French doors and frame into opening in west wall of the kitchen, make good to wall fabric and finishes.
11. Restore window sashes in east wall of kitchen.
12. Reinstall floorboards to match where removed in east verandah.
13. Replace broken glass in the two front room windows.

### **High Priority Works (Continued)**

14. Reconstruct the timber-boarded floor to the front (western) verandah, including replacement timber framing and proper support and repairs to the base of all verandah posts in lieu of the introduced existing temporary steel straps.
15. Replace all deteriorated or lost gutters and downpipes to the perimeter of the building, and direct stormwater into reconditioned rainwater tanks or away from the base of the building, and direct stormwater into reconditioned rainwater tanks or away from the base of the walls.
16. Assess and treat for termite activity.
17. Restore the deteriorated stonework to the base of the southeast tank stand and reinstate the tanks to workable condition.

### **Medium Priority Works**

1. Prepare and repair external previously painted windows, doors and verandah posts and beams.
2. Ensure that drainage from bathroom and laundry is deposited well clear of the walls of the house.
3. Reinstate appropriate timber overmantels to the fireplaces in the living room and north-west room.

### **Low Priority Works**

1. Restore cracks and fretting stonework and mortar joints in external walls, particularly to face stonework to the northeast corner and east wall of the kitchen.
2. Remove all enclosures to the south and north verandahs and restore the fabric of the verandahs to sound condition and the main walls of the house at the verandahs.
3. Restore doors and window sashes to workable condition.
4. Remove the add-on eastern verandah and refurbish the laundry and toilet area.
5. Clean out the interior, repair defects to walls, joinery and floors and ceilings, and prepare and paint all previously painted surfaces.
6. Upgrade the electrical installation.

## **Annexure D**

### **Maintenance**

The Programme below will form part of the maintenance regime for this place. The programme will be the responsibility of the Owner or the Owner's nominee. Should the property be sold the new proprietor shall nominate the person responsible for carrying out this maintenance schedule. The Heritage Council of Western Australia should be notified of any change of the person responsible.

This schedule is concerned with the significant heritage fabric and the presentation of the place. It does not aim to cover all the statutory requirements concerning plant and machinery. The required inspection of these items should form part of a broader more comprehensive schedule prepared by the proprietor or building manager.

This schedule should be regarded as provisional and should be adapted by mutual agreement to suit circumstance and experience. This schedule should be regarded as a minimum standard. The schedule should be adhered to in any period where the place is wholly or partially unoccupied.

It is not envisaged that structural monitoring will be required.

Should the place be subject to damage by fire, infestation, seismic or building activity or alteration of the foundation, an inspection of the building frame by a qualified structural engineer will be required and any recommendations implemented.

#### **Periodic Maintenance Schedule:**

##### **As needed:**

- Keep grass and other vegetation on the perimeter of the house trimmed short.
- Maintain ground levels around the building to ensure that the masonry dwarf wall of the verandah is visible by 300mm in the clear.

##### **Annually:**

- Sweep chimneys and clean fireplaces (if in use).
- Inspect house and outbuildings for termites and other potentially damaging pests; treat as necessary.
- Inspect exterior painted timber for deterioration; repaint as necessary.
- Clean gutters and downpipes for free flow, prior to winter.
- Inspect for rising damp or water penetration and repair immediately as necessary.

##### **Five Yearly:**

- Inspect metal roofing, fixings, wall flashings, box gutters and downpipes for corrosion and repair as necessary
- Inspect and repair external glazing as necessary.

## **Annexure E**

### **Conservation Plan**

*Hymus House, Mandurah Road, East Rockingham – Conservation Plan* prepared by Kevin Palassis Architects for the City of Rockingham, November 1999.