

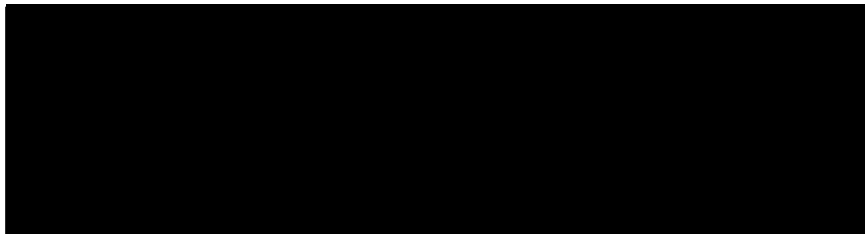
Heritage of Western Australia Act 1990
Section 29

HERITAGE AGREEMENT

between

CITY OF BUSSELTON

and



in respect of

YOONDERUP

(HCWA Place No. 5326)

TABLE OF CONTENTS

Part 1	Definitions & Construction	
1.1	Definitions	Page 3
1.2	Construction	Page 4
Part 2	Commencement, Duration and Scope of this Agreement	
2.1	Commencement and duration of this Agreement	Page 5
2.2	Scope of this Agreement	Page 5
Part 3	Development and Conservation	
3.1	Conservation Plan	Page 6
3.2	Conservation Works	Page 6
3.3	Development	Page 6
3.4	Maintenance	Page 6
3.5	Conservation Consultant	Page 6
3.6	Reporting	Page 6
3.7	Insurance	Page 7
3.8	Compliance with Statutes	Page 7
Part 4	City's Rights of Entry and Powers of Inspection	
4.1	City's rights of entry and powers of inspection	Page 8
Part 5	Default	
5.1	Events of default	Page 8
5.2	Rights and remedies of City	Page 8
5.3	Land and Place at risk of Owner	Page 9
5.4	Interest on overdue money	Page 9
Part 6	Notices	
6.1	Form of notices	Page 9
6.2	Address for notices	Page 10
Part 7	General	
7.1	Variation to be in writing	Page 10
7.2	Governing Law	Page 10
7.3	Further assurances	Page 10
7.4	Extension of time by City	Page 10
7.5	Costs	Page 10
7.6	No Waiver	Page 11
7.7	Limited Liability of Trustee	Page 11
The Schedule		Page 12
Signatures		Page 13
Certification		Page 14
Annexures		Pages 15-19

HERITAGE AGREEMENT

Yoonderup

71 Kent Street, Busselton

THIS AGREEMENT is made between the following parties:

1. **THE CITY OF BUSSELTON**, of Southern Drive, Busselton, Western Australia, 6280 (the "City"); and
2. [REDACTED] the "Owner").

RECITALS:

- A. The City's functions include the control and management of planning and development within Busselton. The City seeks to preserve and protect the unique character of Busselton while balancing the need for growth and development. The City's objects are to identify, conserve and, where appropriate, enhance those places which are of significance to the local cultural heritage; facilitate development that is in harmony with the cultural heritage; and to promote public awareness and knowledge of the City's cultural heritage.
- B. The Owner is the Registered Proprietor of the Land.
- C. The Place has been identified as being of local cultural heritage significance, and is listed in the Municipal Inventory on 20 June 1996 and the City Planning Scheme Heritage List (the "Heritage List") on 13 August 2014.
- D. As a condition of planning approval the Owner is required to enter into an agreement with the City binding on the current and successive owners of the Place to ensure its ongoing conservation and maintenance.
- E. The City and the Owner wish to enter this Agreement to provide for the conservation of the Place so as to retain its cultural heritage significance for present and future generations.

AGREEMENT:

The Parties agree with each other as follows:

PART 1 DEFINITIONS & CONSTRUCTION

1.1 Definitions

In this Agreement, unless the contrary intention appears:

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

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

"**Conservation Works**" means the works specified in Item 5 of the Schedule;

"**Completion Date**" means:

- (a) in the case of "**Urgent Works**" as described in Item 5 of the Schedule, the first anniversary of the Effective Date;

- (b) in the case of **"Short-term Works"** as described in Item 5 of the Schedule, the second anniversary of the Effective Date;
- (c) in the case of **"Medium-term Works"** as described in Item 5 of the Schedule, the fifth anniversary of the Effective Date; and
- (d) in the case of **"Long-term Works"** as described in Item 5 of the Schedule, the tenth anniversary of the Effective Date.

"Conservation Plan" means the Conservation Plan in respect of the Place described in Item 4 of the Schedule, as may from time to time be varied with the prior written approval of the Council;

"Conservation Works" means the works specified in Item 5 of the Schedule;

"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;

"Land" means the land described in Item 3 of the Schedule;

"Maintenance" means the continuous protective care of the Significant Fabric as specified in Item 6 of the Schedule;

"Minister" means the Minister responsible for the administration of the Act;

"Owner" means:

- (a) subject to clause 2.2(d), [REDACTED] as trustee of the [REDACTED]
[REDACTED] is the registered proprietor 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 as defined in the Act;

"Significant Fabric" means all the physical material of the Place specified in Item 2 of the Schedule; and

"Use" means the functions of the Place as well as the activities and practices that may occur at the Place.

1.2 Construction

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 rule of construction applies to the disadvantage of a party on the basis that the party was responsible for drafting 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);
- (f) a reference to any thing is a reference to the whole and each part of it; and
- (g) words and phrases having defined meanings in the Act, unless otherwise defined in this Agreement, have the meanings so defined in the Act.

PART 2

COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT

2.1 Commencement and Duration of this Agreement

- (a) This Agreement is made pursuant to Section 29 of the Act and is conditional upon the Minister
 - (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 City.

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 dealing with development or use of the Land or any part of the Land or the conservation or care of any building, natural feature or other object on the Land 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 City, 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) shall 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 is required to carry out the Conservation Works by the Completion Date. All such works must be referred to the City for advice prior to the works actually being undertaken.

3.3 Development

Unless approved in advance in writing by the City, the Owner shall not:

- (a) carry out any Development;
- (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;
- (c) sub-divide or make application to sub-divide the Land; or
- (d) remove or demolish or make application to remove or demolish any Significant Fabric.

3.4 Maintenance

The Owner shall ensure that:

- (a) the Significant Fabric, as restored and adapted with the approval of the City, is kept in a proper, safe and sound standard of repair and condition in all respects; and
- (b) reasonable measures are taken to secure the Place against trespass, vandalism, vermin and pests during any period in which the place is to be unoccupied for at least 90 consecutive days.

3.5 Conservation Consultant

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

3.6 Reporting

- (a) All reports required in this clause shall be prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.5, or such other person with the necessary skills approved in writing in advance by the City.
- (b) The Owner must ensure that a proper, detailed and comprehensive written report describing the completed Conservation Works is provided within 30 days after the Completion Date of each category of Conservation Works

(i.e., "Urgent Works", "Short-term Works", "Medium-term Works" and "Long-term Works", respectively).

- (c) The Owner must ensure that a proper, detailed and comprehensive written report is provided to the City within 60 days after receipt of a written request from the City for a report describing
 - (i) all Conservation Works, Maintenance, or Development activities which the Owner has undertaken pursuant to this agreement since the later of the Effective Date or the date of any previous report;
 - (ii) the condition of the Significant Fabric at the time of the report; and
 - (iii) any other matters regarding the conservation of the Place as specified in the written request;provided that no more than one such report shall be required within any 12-month period.
- (d) In the event that the City requires further information, detail, explanation or other clarification beyond that provided in a submitted report, the City shall notify the Owner in writing of the particular information required and the time in which the Owner is to provide that information, which shall not be less than 30 days from the date of receipt of the written notice from the City.
- (e) The Owner's failure to provide any report or additional information required under this Clause 3.6 shall constitute an Event of Default.

3.7 Insurance

- (a) The Owner shall maintain an insurance policy with a reputable insurance company approved in advance in writing by the City, 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 City. 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 Significant Fabric. In the event the Place is completely destroyed and the destruction is not subject to arson but rather "an act of god", the Owner shall be liable to prepare a Report by a qualified and registered heritage practitioner to identify the extent of any requirements to rebuild in order to inform the City.
- (b) In the event of a dispute between the parties as to whether replacement, reinstatement or restoration of the Significant Fabric is practical and feasible, following an occurrence of damage to or destruction of the Place, prior to seeking any legal remedies the parties shall attempt to resolve the dispute through good faith negotiation and, if necessary, informal mediation facilitated by a neutral mediator acceptable to all parties to the dispute. The parties shall each bear their own costs associated with any such negotiation or informal mediation.

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/or Conservation or Maintenance of the Place, and the Owner is responsible for ascertaining the need for and obtaining all approvals, consents, licences and permits required for Development of the Land and/or Conservation or Maintenance of the Place,

including planning approvals and building permits, from all relevant bodies and authorities including the local authority.

PART 4

CITY'S RIGHTS OF ENTRY AND POWERS OF INSPECTION

4.1 City's rights of entry and powers of inspection

- (a) Subject to clause 4.1(b) the City 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 City shall comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the City under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the City 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 business 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 City to effect compliance; or
- (b) the Owner repudiates or commits a fundamental breach of this Agreement.

5.2 Rights and remedies of City

In the event any Event of Default occurs, the City 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 City'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 City at law or in equity, including applying to the court for an order for specific performance, together with or separately from;
- (c) the rights, powers and remedies available to the City under the Act, and nothing in this Agreement limits or prejudices or shall hinder the exercise by the City or the Minister or any other person of any of the rights, powers or remedies available to the City, 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, Conservation or Maintenance of the Land or the Place. Without limitation, all Development, Conservation or 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 City, 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, Conservation, Maintenance or occupation of the Land or the Place by the Owner or any person acting through, on behalf of, or under the direction of 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 City pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner shall pay to the City 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 City, 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 Form of notices

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 if executed on such Party's behalf by any officer, director, attorney or solicitor having the authority to so act for such Party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.6, if executed by the relevant consultant appointed pursuant to clause 3.5;
- (d) shall 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 identified 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) shall be deemed to be served, given or made:
 - (i) if delivered by hand, on delivery;
 - (ii) if sent by prepaid post, on the second day after the date of posting;
 - (iii) if sent by facsimile, on receipt of a transmission report confirming successful transmission; and
 - (iv) if sent by email, on receipt of confirmation of successful delivery.

6.2 Address for notices

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

(a) the **City**:

City of Busselton
Southern Drive
Busselton WA 6280

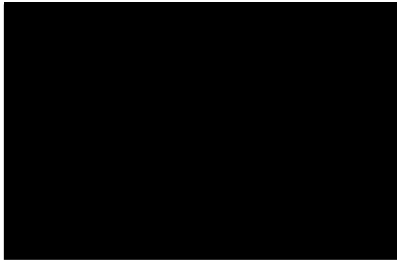
Phone: (08) 9781 0444

Fax: (08) 9752 4958

Email: city@busselton.wa.gov.au

ATTENTION: Andrew Watts, Senior Development Planner

(b) the **Owner**:



PART 7 GENERAL

7.1 Variation to be in writing

No variation of this Agreement shall be effective unless in writing and executed by the City and the Owner and certified by the Minister.

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 City

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

7.5 Costs

- (a) The Owner shall pay or reimburse the City on demand for all costs and expenses incurred by the City in relation to:
 - (i) the exercise or enforcement by the City 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 City, including (without limitation) the City'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.

7.6 No Waiver

Any failure to enforce this Agreement or any forbearance, delay or indulgence granted by one party to the other party will not be construed as a waiver of any rights, privileges or immunities created under this Agreement.

7.7 Limited Liability of Trustee

The liability of any person who becomes a party to this agreement as trustee of a trust (**Trust**) is limited to the assets of the Trust, except to the extent that a liability arises out of that party's own fraud, negligence, wilful default, breach of trust or breach of duty which disentitles that party from any indemnity out of the assets of the Trust in relation to the relevant liability.

THE SCHEDULE

Item 1: Place

Yoonderup (HCWA Database No. 5326), located at 71 Kent Street, Busselton, 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 specified in Section 3 of the Conservation Plan, "Graded Zones and Elements of Significance", at pages 32-34, including Figure 39.

Item 3: Land

Lot 1 on Strata Plan 70773 being the whole of the land contained in Certificate of Title Volume ____ Folio ____.

Item 4: Conservation Plan

Conservation Management Strategy For 'Yoonderup' prepared by Judith Murray Cultural Heritage + History (March 2015).

Item 5: Conservation Works

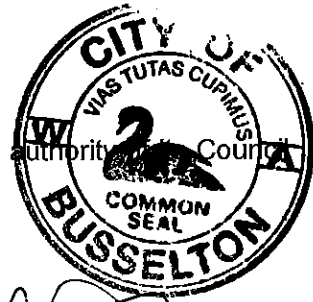
The schedule of works described in Annexure A.

Item 6: Maintenance

The schedule of maintenance activities described in Annexure B.

EXECUTED AS A DEED

THE COMMON SEAL of the CITY OF BUSSELTON is affixed by authority of Council in the presence of:



Signature of authorised person

Signature of authorised person

MAYOR
Office held

CHIEF EXECUTIVE OFFICER
Office held

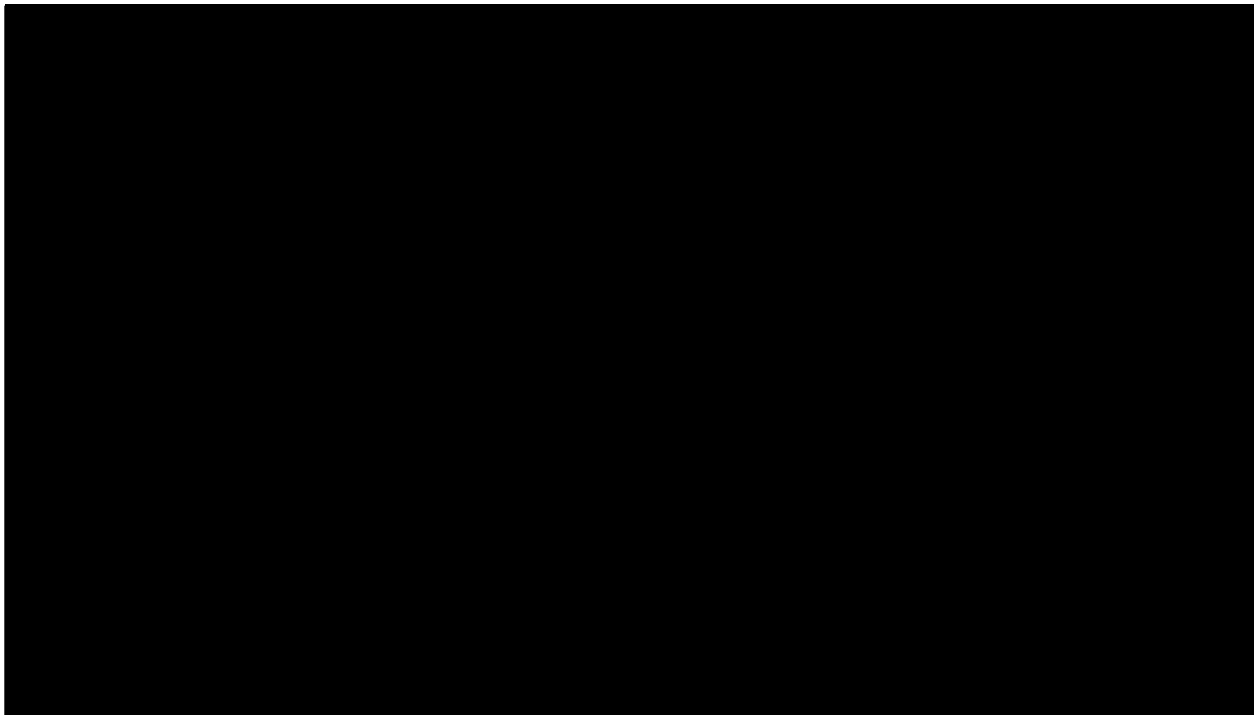
IAN WILLIAM STUBBS
Name of authorised person

MATHEW JOHN SMITH
Name of authorised person
(UNDER DELEGATION LACE03)

9th September 2015
Date signed

9th September 2015
Date signed

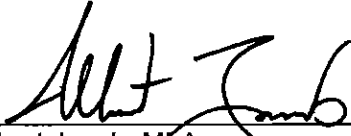
For the Owner:



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

I, the Hon. Albert Jacob, MLA, Minister for Environment; Heritage, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 22nd day of September 2015.



Albert Jacob, MLA
Minister for Environment; Heritage

Annexure A

Conservation Works

All references to clauses should be viewed in the *Conservation Management Strategy for Yoonderup*, prepared by Judith Murray Cultural Heritage + History, March 2015.

Urgent Works (to be completed within 12 months of the Effective Date):

1. The disturbance of surfaces of the surrounding land and lowering of ground levels by excavation is a necessary requirement of the development. Monitor any ground works for archaeological subsurface artefactual material or archaeological features and ensure that the works are attended by a supervisor, being a person with due qualifications and skills, to watch for and record any finds that may contribute to knowledge and values of historic, scientific and social disciplines. Take instructions from the supervisor with respect to methodology of works, deferring of disturbances and recording and disposal of finds (see 4.2.1).
2. Remove the 1954 addition at the rear of *Yoonderup* with caution, in relation to conserving the original fabric of the 1914 house. Retain the doorway into the pantry as viewed from outside the kitchen. Consult with Architect and Heritage Consultant in order to make decisions on remedial repairs to the exposed walls to determine a successful outcome in relation to the development project; the conservation of the house; and the adaptive reuse of the building (see 4.2.1).
3. Instruct a roofing contractor to assess the condition of the roof and gutters and make repairs where necessary. Ensure that all stormwater is discharged away from the base of the building.
4. Remove any plantings (including creepers) close to the walls of the house. Edge around the building with bluestone, gravel or similar to promote runoff from the walls and prevent condensation build up at the base of the walls (see 2.2).
5. Check any water pipes that impact with the walls of the house – for leaks (see 2.2).
6. Replace broken panes of glass throughout the house. Reputty and repaint any areas that require attention (see 2.2).
7. Inspect brick headers and window sills for a deterioration of fabric that may allow water to enter the building. Repoint with lime based grout. Check rusting iron window seals and make repairs to prevent water ingress (see 2.2.20).
8. Explore the area under the hole in the floor in the Dining room to check for failure of the footings. Repair the hole using matching fabric. (see 2.2.5).
9. In some areas of the limestone walls, small sections have been covered with cement render which can trap the moisture causing it to deteriorate. Repair cracks and broken masonry and remove any areas infilled with grey cement, including between bricks and around the base of the walls with lime based grout/render according to Masonry Renovation guide as outlined in Heritage Council of Western Australia Practice Notes (see 2.2.20 and Appendix C).
10. Check the structural integrity of the two original chimneys and repoint with lime mortar where required. It is not necessary to replace the cement based grout in the reconstructed chimney as this relates to the period of construction (see 2.2.20).
11. Once the building has been stripped of wallpaper, tiles, floorcoverings and built-in cupboards works should begin on the repairing and conserving of the internal fabric of the house. This should take the form of assessing the walls for cracks, holes in the floorboards, white ant infestation and to consider the reasons for the water ingress causing widespread damp problems – including any leaks in the roof, holes or cracks in the external masonry, leaking pipes, and any deterioration of the seals around window sills that reflect damp issues in the house. Refer to Technical Guide 'Salt Attack and Rising Damp' for instructions. (see 2.2).
12. Adaptive re-use of the building to follow Guideline on the Application of The Premises Standard and to comply with BCA 2011 – Disability Access Provisions and the

Premises Standard requirements in consultation with Architect and Heritage Consultant and following 'Proposed Floor Plan for Yoonderup House – Office Renovation' (see Fig. 49, Appendix D and 4.2.1).

Short-term Works (to be completed within two years of the Effective Date):

1. Closely inspect the condition of the multi-paned timber casements and make any necessary repairs to the sashes, frames and hardware as required to maintain them in a sound and secure condition while retaining as much of the original fabric as possible. Match the traditional detailing if replacement of some of the wood is essential due to rot or other damage. Do not paint any timber that has not previously been decorated ie. fireplace surrounds (see 2.2, 2.2.5 and 2.2.11).
2. Check the condition of the manhole in Passage 3 and make repairs where necessary.
3. Check the condition of the roof batons, fascia boards/bargeboards and make the necessary repairs or replacement of fabric where necessary. Repaint with oil based paint.
4. Clear wall vents from any build-up of dust.

Medium-term Works (to be completed within five years of the Effective Date):

1. Replace missing coat and hat rack in Passage 3 to match extant fitting in Passage 1. Alternatively, repair the wall while at the same time retaining a small area as a means of interpreting the original colour palette now exposed on one of the walls due to the removal of the coat rack (see 2.2.10).

Long-term Works (to be completed within 10 years of the Effective Date):

1. Replace footpath (in the same position) with a wider version in line with historical records (see Fig 4).
2. Replace the two large square cement pedestals with fluted top (Fig 4 & 29) at the base of the step and on either side of the footpath.
3. Replace white picket fence with a higher version (900cm) and paint white.
4. Remove louvered doors inserted into fireplace in Bedroom 1.
5. Conduct a paint scrape of the original doors and windows to provide evidence of the colour scheme from 1914. This should be considered during any attempt at maintenance works on the structure. Use oil-based paints on timberwork (see 2.2).
6. Return the porch to its original stylistic intent including adding dentillated barge boards, replacing iron posts with chamfered timber supports and reinstating decorative brackets, removing cement floor and replacing with wide butt jointed floorboards, removing ceiling lining and checking roof beams and making repairs where necessary – following information and early photos referenced in this document (see 2.2.19).
7. Replace the finial on the gable above the Porch in line with the original model described as a 'Flat topped finial'. Check with Heritage Consultant for details (see 4.2.20).

Desirable Works (to be completed at owner's discretion):

1. Prior to the commencement of works at the site, the construction of a photographic archive of the cultural landscape of *Yoonderup* including architectural detailing of the house is required to record the history of the place (see 4.2.2).
2. Consult a Heritage Consultant to prepare an Interpretation Plan for *Yoonderup*, taking into account issues such as the original landscape significance and considering the social values of the place as reflected by the position it held within the community (see 4.2.2).

3. Record details of doors that are removed and not replaced during adaptive re-use works at the place. Store panelled door removed from Dining Room (see 2.2 and 4.1.1).

Annexure B

Maintenance

Maintenance means the continuous protective care of the fabric and setting of a place. If any repairs or other works are identified as part of the maintenance inspections, these should be undertaken in accordance with the principles of the *Burra Charter, 2013* (Appendix A).

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 City 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.

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

Issues such as blocked drainage systems, leaking pipes, broken windows (or other major breaches to weatherproofing) should be addressed immediately.

As needed:

- Keep grass and other vegetation on the perimeter of structures trimmed short.
- Maintain ground levels around buildings to ensure that the masonry wall of the foundation is visible by 300mm in the clear to ensure that water is directed away from the building.
- Promptly remove graffiti.

Annually:

- Sweep chimneys and clean fireplaces (if in use).
- Inspect buildings 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.
- Assess the condition of internal paint finishes, floor finishes, joinery, hardware, plumbing, electrical services etc., noting any general wear and tear, deterioration damage to mechanisms or fixings, and/or other damage.

Five Yearly:

- Assess the condition of the roof sheeting, ridge capping, gutters and downpipes – checking for evidence of rusting, loose fixings and/or other damage.

- Assess the condition of the windows and external doors – checking for any evidence of timber rot, or the failure of timber elements, loose fixings, the breakdown of glass putty and deteriorated surface finishes. Also check the operable condition of hinges and locks, as relevant.
- Check the condition of the chimneys for loose masonry and internally for blockages that may increase the risk of a fire hazard.