

*Heritage of Western Australia Act 1990*  
Section 29

**HERITAGE AGREEMENT**

between

**HERITAGE COUNCIL OF WESTERN AUSTRALIA**

and

[REDACTED]

and

[REDACTED]

in respect of

**FAIRHOLME and OLD FAIRHOLME**

Part of

**FAIRHOLME GROUP**

(HCWA Place No. 2466)

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## HERITAGE AGREEMENT

### FAIRHOLME and OLD FAIRHOLME 39 Market Street Guildford

THIS AGREEMENT is made between the following parties:

1. **HERITAGE COUNCIL OF WESTERN AUSTRALIA** a corporate body established pursuant to the *Heritage of Western Australia Act 1990*, of 491 Wellington Street, Perth, Western Australia 6000 (the "Council"); and
- 2: [REDACTED] of [REDACTED] (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; facilitate development that is in harmony with the cultural heritage; and 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 was entered in the Register of Heritage Places on a permanent basis pursuant to the Act on 22 January 2002.
- 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 heritage 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*;

"**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 Item 6 of the Schedule, the first anniversary of the Effective Date;

- (b) in the case of “**Short-term Works**” as described in Item 6 of the Schedule, the second anniversary of the Effective Date;
- (c) in the case of “**Medium-term Works**” as described in Item 6 of the Schedule, the fifth anniversary of the Effective Date; and
- (d) in the case of “**Long-term Works**” as described in Item 6 of the Schedule, the tenth anniversary of the Effective Date.

“**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, including those that are temporarily removed for repair, safekeeping, exhibition or other purposes;
- (b) building interiors, sub-surface remains and excavated material; and
- (c) natural material such as the landform, vegetation, streams, soil and rock.

“**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] and [REDACTED] for so long as [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 the elements of Fabric 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 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 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 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 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 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. All such works must be referred to the Council for advice prior to the works actually being undertaken.

#### **3.3 Development**

Unless approved in advance in writing by the Council, 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; or
- (c) sub-divide or make application to sub-divide the Land,

and any Development shall comply with the **Design Guidelines** identified in Item 8 of the Schedule.

#### **3.4 Maintenance**

The Owner shall ensure that the Significant Fabric, as restored and adapted with the approval of the Council, is kept in a proper, safe and sound standard of repair and condition in all respects, in accordance with the Conservation Policy.

#### **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) 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 Council.
- (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 Construction 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 Council within 60 days after receipt of a written request from the Council 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 Council requires further information, detail, explanation or other clarification beyond that provided in a submitted report, the Council will 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 Council.
- (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 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.
- (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 will 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 will 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 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 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 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, 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 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 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 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 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) 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 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) will 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 Council: Heritage Council of Western Australia  
PO Box 7479  
Cloisters Square PO WA 6850  
Phone: (08) 6552 4000 Fax: (08) 6552 4001  
Email: info@stateheritage.wa.gov.au  
ATTENTION: Manager, Development Referrals

- (b) the Owner:

Phone: [REDACTED] Fax: <number>  
Email: <email address>  
ATTENTION: [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 costs and expenses incurred by the Council 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.

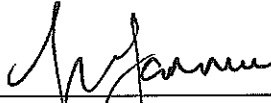
- (b) Each party shall pay all its own legal costs and expenses in relation to the preparation, execution and stamping of this Agreement.

## THE SCHEDULE

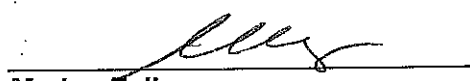
- Item 1: Place**  
Fairholme and Old Fairholme, part of *Fairholme Group* (HCWA Place No. 2466), situated at 39 Market Street, Guildford, Western Australia, 6055, and consists of:
- (a) the Land;
  - (b) all buildings, structures and works on the Land from time to time; and
  - (c) any thing in connection with the Land, entered or deemed to be entered in the Register.
- Item 2: Significant Fabric**  
The Significant Fabric is specified in Section 6.4 of the Conservation Plan (Item 5), at pages 106-116.
- Item 3: Conservation Policy**  
The Conservation Policy is described in Section 7.0 of the Conservation Plan (Item 5), at pages 117-125.
- Item 4: Land**  
Lot 42 on Deposited Plan 69795 being the whole of the land contained in Certificate of Title Volume LR3163 Folio 586...
- Item 5: Conservation Plan**  
*Fairholme Group (Fairholme, Old Fairholme and Welbourne House), Lot 228, 39-43 Market Street, Guildford: Conservation Plan* prepared for LandCorp on behalf of the Disability Services Commission by Heritage and Conservation Professionals (April 2009).
- Item 6: Conservation Works**  
The schedule of works described in Annexure A.
- Item 7: Maintenance**  
The schedule of maintenance activities described in Annexure B.
- Item 8: Design Guidelines**  
The Design Guidelines are attached hereto in Annexure C.

EXECUTED AS A DEED

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

  
\_\_\_\_\_  
Graeme Gammie  
EXECUTIVE DIRECTOR



  
\_\_\_\_\_  
Marion Fulker  
CHAIRPERSON

3/9/13  
\_\_\_\_\_  
Date signed

5-9-13  
\_\_\_\_\_  
Date signed

For the OWNER:

\_\_\_\_\_

\_\_\_\_\_

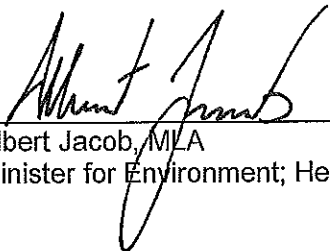
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\_\_\_\_\_  
Date signed

**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 13<sup>th</sup> day of September 2013.

  
\_\_\_\_\_  
Albert Jacob, MLA  
Minister for Environment; Heritage

## **Annexure A**

### **Conservation Works**

The following Conservation Works are derived from Sections 8, 9 and 10 of the Conservation Plan, at pages 127-153.

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

1. Check levels around all buildings to ensure adequate ground drainage and excavate to lower the ground to allow for run-off away from the building where necessary.
2. Check all gutters and down pipes of Fairholme and restore as required using like for like materials.
3. Check and repair gutters and down pipes of Old Fairholme as necessary.
4. Check roof sheeting and roof drainage system of Old Fairholme and repair or replace individual sheets as required.
5. Construct an air drain to alleviate problems of rising damp around Old Fairholme and investigate methods of controlling rising damp.

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

6. Remove air-conditioners from external walls and windows and restore to original detail.
7. Restore damaged stained glass windows of Fairholme to original detail.
8. Remove sub-floors and vinyl tiles from Fairholme and remove all material likely to contain asbestos in accordance with WorkSafe practices. Check floor structure and floor boards. Treat for termite infestation as necessary.
9. Repair the crack to the south-eastern wall of Fairholme adjacent to the verandah.
10. Repair face brickwork to the north-eastern elevation of Fairholme below windows and address issues of rising damp in these areas.

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

11. Carry out a programme of restoration and painting to the external joinery to include replacement of deteriorated timber with new timbers of matching species and profile where the existing timbers cannot be retained. Ensure that precautions are taken regarding the possible lead content of paint to existing joinery.
12. Remove paint and render from external walls of Old Fairholme using 'Peel Away' by Hames Paints or similar. Repair and re-point brickwork. Carry out a test patch first to ensure that the work can be carried out successfully and without damaging the brickwork underneath. On completion if the brickwork is unsightly, re-paint using lime-wash only or render with lime rich render with no cement content.
13. Carry out a programme of repointing of external brickwork of Fairholme to include removal of any previous cement repairs and to include repairs to cracked brickwork where necessary.
14. Carry out repairs and re-pointing to the brick chimneys in the same manner as conservation of the brick walls
15. Carry out a programme of restoration to external stucco work of Fairholme where required.
16. Check Marseilles profile roof tiles of Fairholme and repair or replace as required.
17. Restore half-timbered gables of Fairholme to original detail.

18. Carry out a programme of internal painting to all buildings.
19. Complete all landscaping works (refer to the Arboricultural report at Appendix K of the Conservation Plan and Figure 22 of the Conservation Plan at page 130):
  - a) Retain streetscape elements including mature street trees, simple layout of irrigated or un-irrigated grass and footpath.
  - b) Retain or create predominantly planted garden spaces between buildings and road frontage.
  - c) Replace previously removed Illawarra Flame Tree opposite the entry to Fairholme with a new tree of the same species (*Brachychiton discolor*). (Ref: Tree 28 Figure 22 of the Conservation Plan at page130)
  - d) Replace two WA Peppermint Trees (*Agonis flexuosa*) removed from the lawn opposite Fairholme with new trees of the same species. Carry out arboricultural works to the remaining tree or replace. (Ref: Trees 23, 24 and 25 Figure 22 of the Conservation Plan at page130)

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

20. Consider replacement of concrete verandah floor of Fairholme with timber; address rising damp in masonry walls after removing concrete verandah.
21. Replace lighting to front verandah of Fairholme.
22. Remove the concrete floor and plumbing fixtures for the end room of Old Fairholme and restore to former detail.



## **Annexure B**

### **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.

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 structures trimmed short.
- Maintain ground levels around the buildings to ensure that the foundation walls are in the clear.
- Monitor brickwork to ensure that any deterioration is repaired as required.
- Check roof tiles and repair or replace damaged tiles as necessary.

Annually:

- Sweep chimneys and clean fireplaces (if in use).
- Inspect house and outbuildings for termites and other potentially damaging pests; treat as necessary.
- Check doors and window frames and repair and repaint 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 C**

**Design Guidelines**

**DESIGN AND DEVELOPMENT GUIDELINES  
FAIRHOLME GROUP**

Lot 228 Market Street  
Guildford

March 2010



**HERITAGE AND CONSERVATION PROFESSIONALS**

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**This document should be read with:**

Structure Plan Lot 228 Market Road  
City of Swan Local Planning Policy  
*Fairholme Group* Conservation Plan (2009)

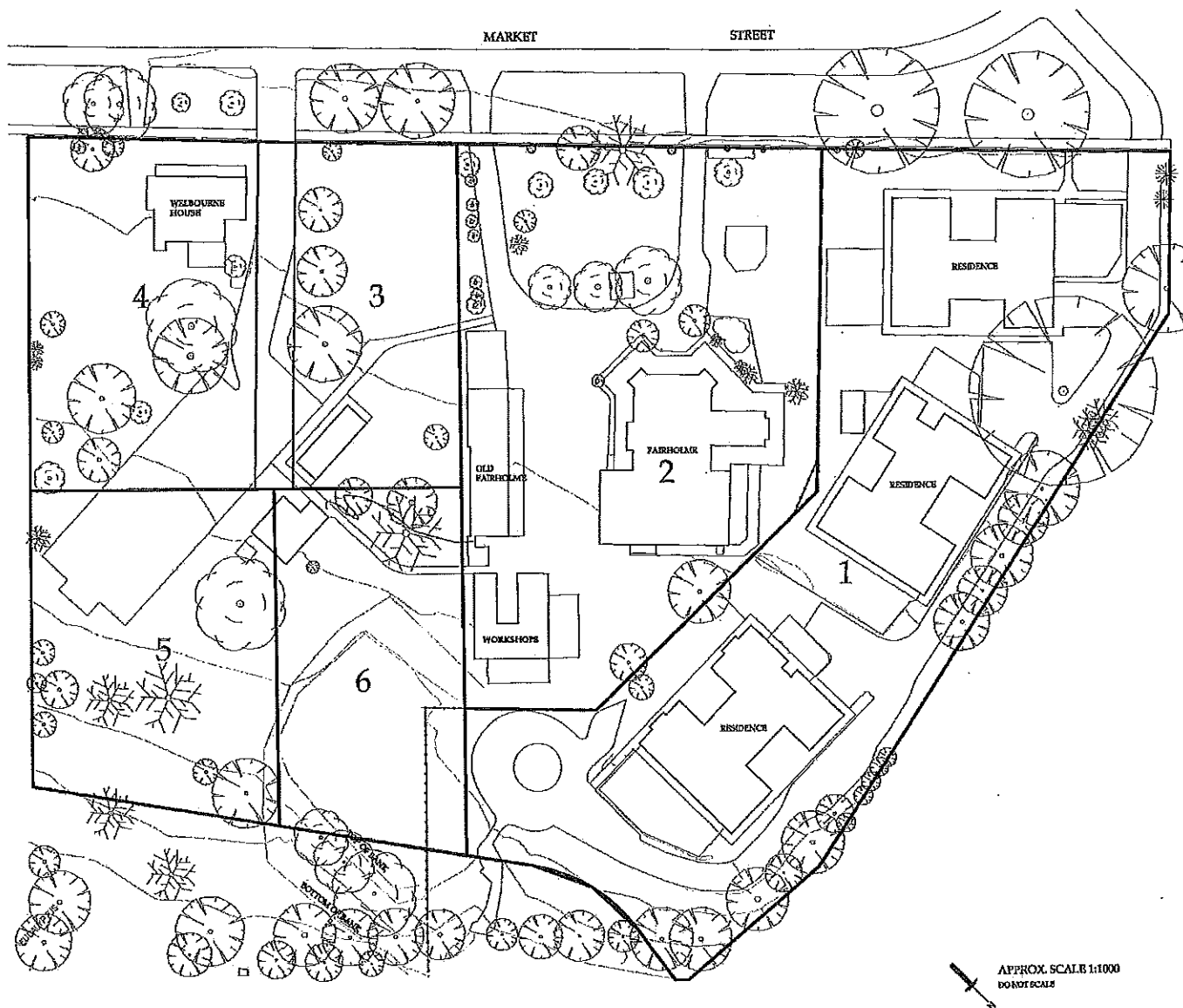
Greg Rowe and Assoc.  
Guildford Conservation Precinct (2006)  
Heritage and Conservation Professionals

## DESIGN AND DEVELOPMENT GUIDELINES

Fairholme Group – Lot 228 Market Street, Guildford

### INTRODUCTION

Lot 228 comprises Lots 1, 2, 3, 4, 5 and 6.



### BACKGROUND

Fairholme Group is included on the Heritage Council of WA's Register of Heritage Places. Therefore, all development (including demolition, alterations or additions), conservation works or landscape changes shall be referred to the Heritage Council for advice prior to a planning determination being made by the City of Swan.

The guidelines provide policies for Conservation and Development for the proposed lots 1 to 6 of Guildford Town Lot 228 on which the Fairholme Group is located.

### OBJECTIVES

- Existing significant buildings, site elements and areas on the Fairholme site shall be retained and conserved.
- New development; including buildings, outbuildings and other structures; shall be visually compatible with the historic pattern of development on the Fairholme site in particular and the Guildford townsite generally.
- Landscape development including plant selection, landscape layout and hard landscaping shall be visually compatible with the existing traditional significant elements of gardens on the Fairholme site and the historic pattern of gardens in Guildford generally.

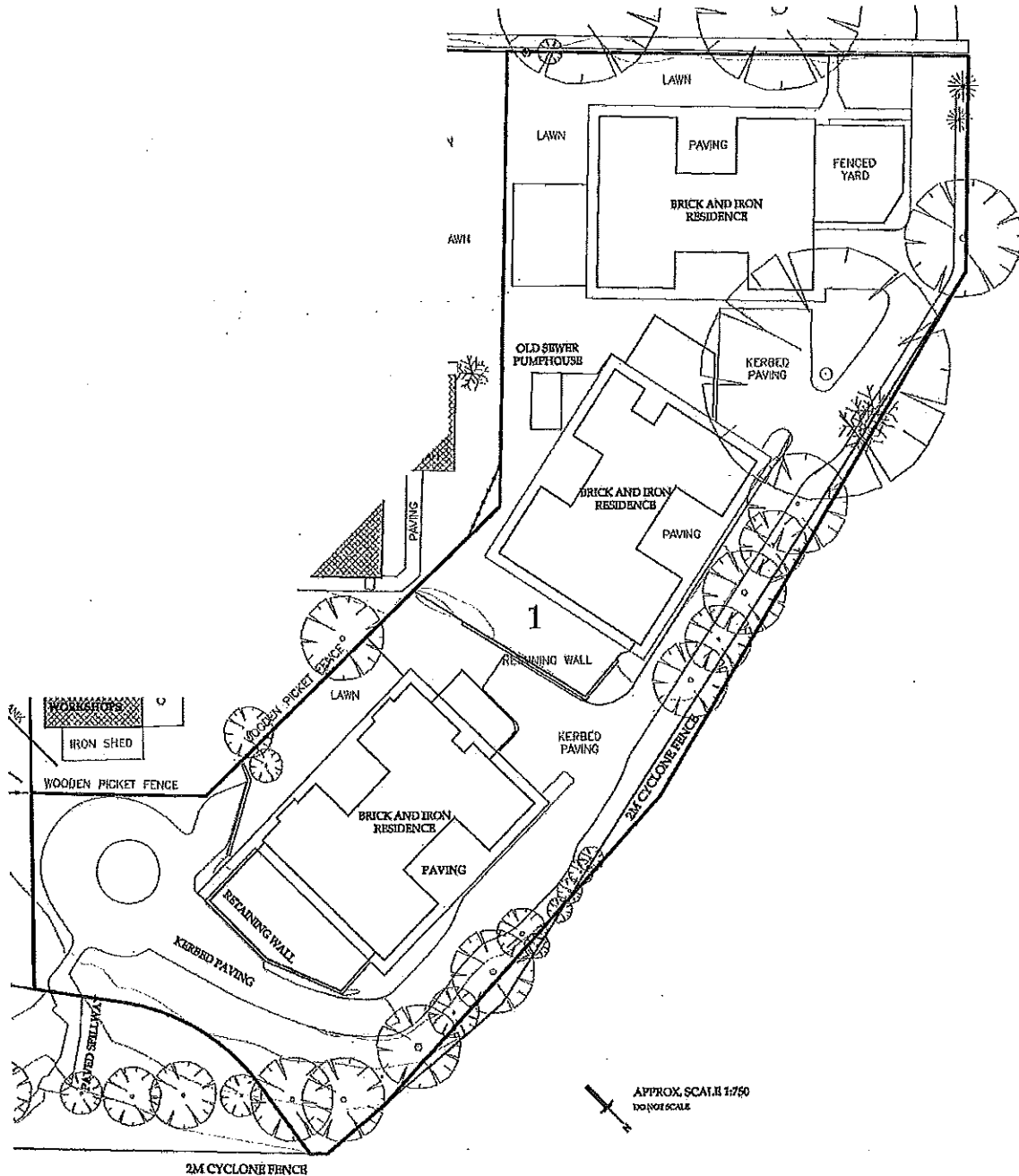
**DESIGN AND DEVELOPMENT GUIDELINES LOT 1**  
Fairholme Group – Lot 228 Market Street, Guildford

**CONSERVATION**

There are no significant buildings, structures, landscape features or archaeological zones on Lot 1.

**DEVELOPMENT**

Development shall comply with the City of Swan's Local Planning Policy, Guildford Conservation Precinct (2006), and all other Acceptable Development provisions of the R-Codes of WA and provisions of City of Swan Local Planning Scheme.



**REDEVELOPMENT OF LOT 1**

Lot 1 shall not undergo any redevelopment without an amendment to the subject Structure Plan being endorsed by the Western Australian Planning Commission. Minor additions/alterations to the existing buildings are unlikely to require an amendment to the subject Structure Plan; however these shall be determined by the City of Swan upon receipt of a development application for Lot 1.

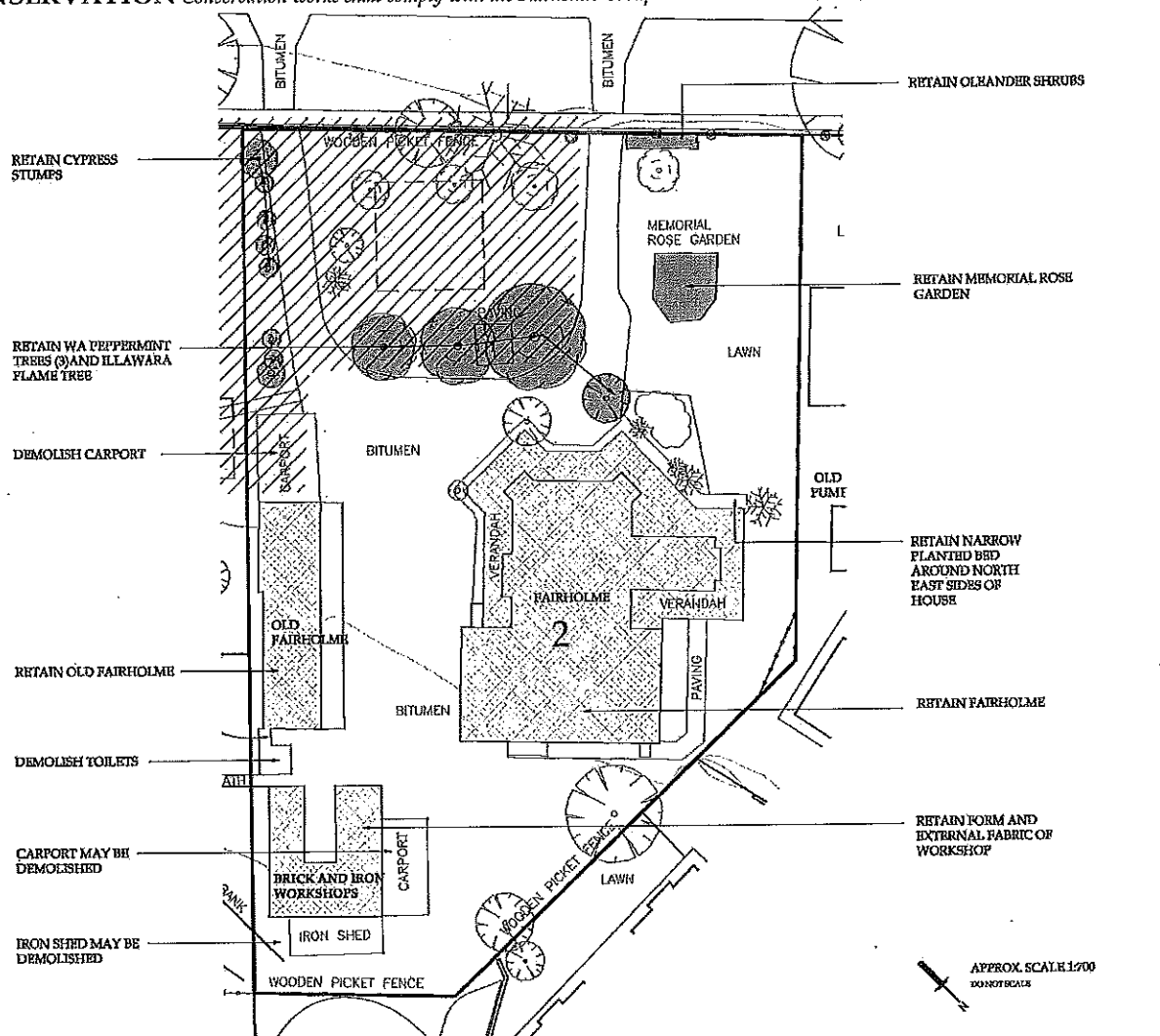
**NEW BUILDINGS** (See Building Guidelines for Lot 228)

**LANDSCAPE** (See Landscape Guidelines for Lot 228)

## DESIGN AND DEVELOPMENT GUIDELINES LOT 2

Fairholme Group – Lot 228 Market Street, Guildford

**CONSERVATION** Conservation works shall comply with the Fairholme Group Conservation Plan (2009).



### SIGNIFICANT BUILDINGS AND STRUCTURES

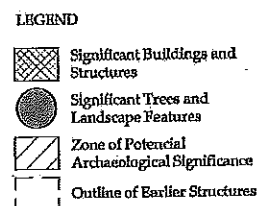
- Fairholme and Old Fairholme shall be retained and conserved as recommended in the Conservation Plan. They shall be protected during any works to the site or buildings to prevent damage to significant fabric.
- The external form and fabric of the workshops should be retained. The building may be altered.

### SIGNIFICANT TREES AND LANDSCAPE FEATURES

- Identified significant trees and landscape features shall be retained.
- Where possible retain other mature trees for their aesthetics value.
- For significant trees (or other trees to be retained), retain an area approximately the same as the canopy around the base for protection. Do not fill, excavate or compact the soil in this area.

### ARCHAEOLOGICAL MONITORING

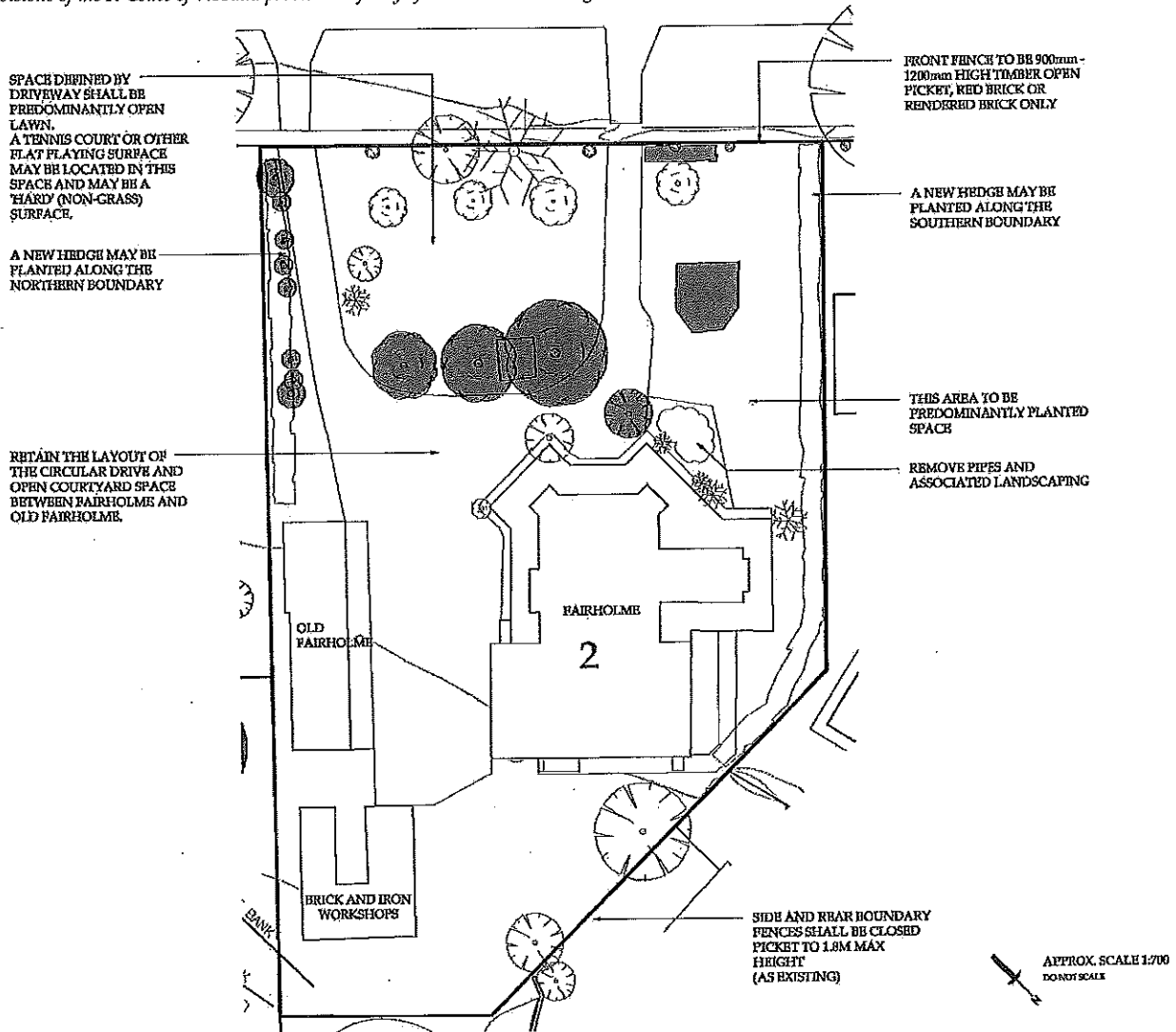
- An archaeological watching brief is required for development within the zone of potential archaeological significance.
- An archaeologist must monitor all development works within the archaeological zone.
- If archaeological artifacts or remnants of earlier structures are found, work must stop for an archaeologist to inspect, to advise and to record the find.



**DESIGN AND DEVELOPMENT GUIDELINES LOT 2**  
Fairholme Group – Lot 228 Market Street, Guildford

**DEVELOPMENT**

Development shall comply with the City of Swan's Local Planning Policy, Guildford Conservation Precinct (2006) and all other Acceptable Development provisions of the R-Codes of WA and provisions of City of Swan Local Planning Scheme.



**NEW BUILDINGS** (See Building Guidelines for Lot 228)

- Old Fairholme shall not be extended.
- Additions to Fairholme shall be restricted to the southern side and not visible from Market Street.
- Alterations to the workshops shall retain external brickwork and roof form. The building may be extended on the eastern and southern side.

**SITE WORKS**

Any dewatering activities relating to construction of underground structures (i.e. basements; cellars; footings; underground tanks and sewerage) shall be setback a safe distance from the existing heritage listed buildings and root systems of identified trees of heritage significance. Dewatering of areas adjacent to buildings may destabilize the established ecology of the fragile heritage fabric (i.e. cause cracks and movement in brick work and footings due to sudden loss or transference of moisture).

**LANDSCAPE** (See Landscape Guidelines for Lot 228)

**ARBORICULTURAL REPORT**

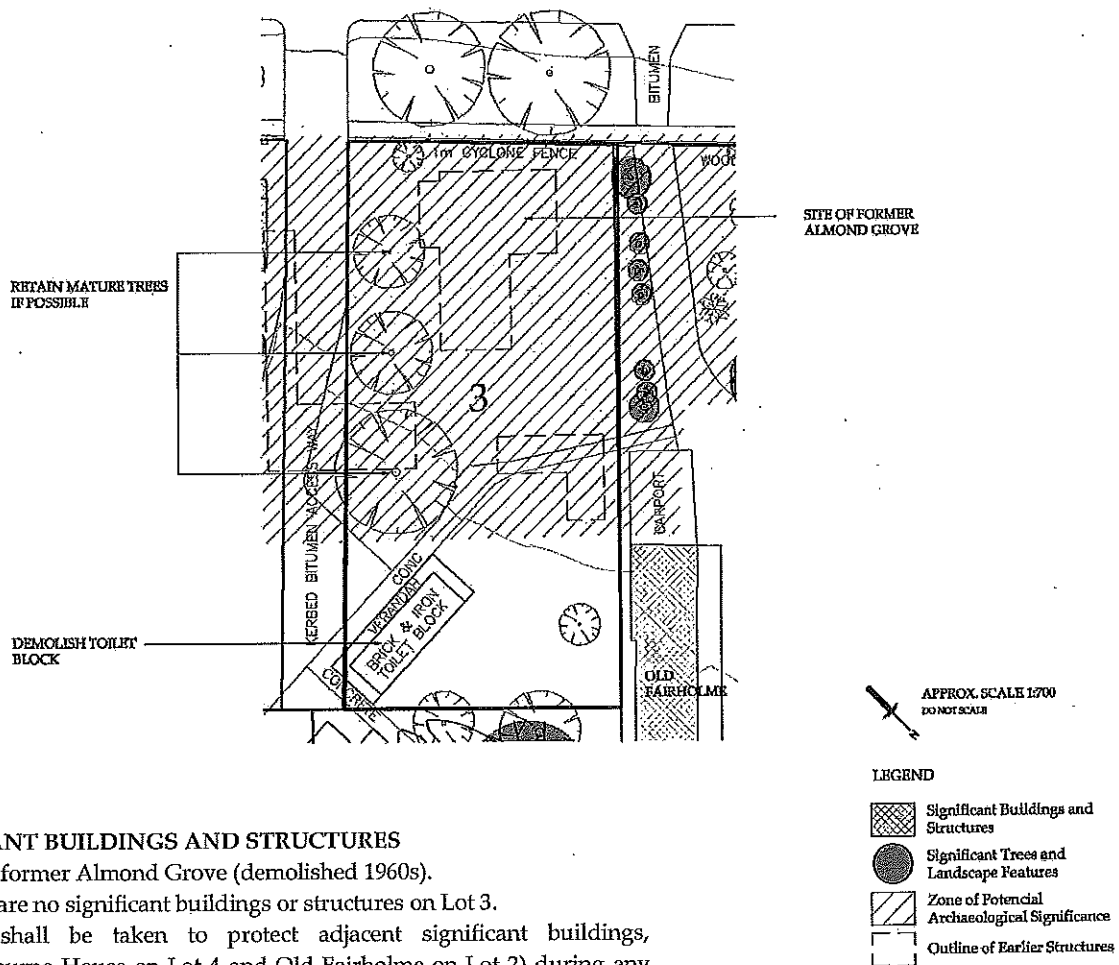
A detailed arboricultural report must accompany any development application. The report shall include, but not limited to:

- Preparatory measures, maintenance and care of existing significant trees (pruning, watering, etc);
- Protection of trees and root systems during construction;
- Recommended protective curtilage or area to retain around base of significant trees;
- Recommendation for appropriate footings to minimize disturbance to tree root systems when building within close proximity to existing significant trees.



**DESIGN AND DEVELOPMENT GUIDELINES LOT 3**  
Fairholme Group – Lot 228 Market Street, Guildford

**CONSERVATION** *Conservation works shall comply with the Fairholme Group Conservation Plan (2009).*



**SIGNIFICANT BUILDINGS AND STRUCTURES**

- Site of former Almond Grove (demolished 1960s).
- There are no significant buildings or structures on Lot 3.
- Care shall be taken to protect adjacent significant buildings, (Welbourne House on Lot 4 and Old Fairholme on Lot 2) during any site or building works to prevent damage to significant fabric.

**SIGNIFICANT TREES AND LANDSCAPE FEATURES**

- Identified significant trees and landscape features shall be retained.
- Where possible retain other mature trees for their aesthetics value.
- For significant trees (or other trees to be retained), retain an area approximately the same as the canopy around the base for protection. Do not fill, excavate or compact the soil in this area.

**ARCHAEOLOGICAL MONITORING**

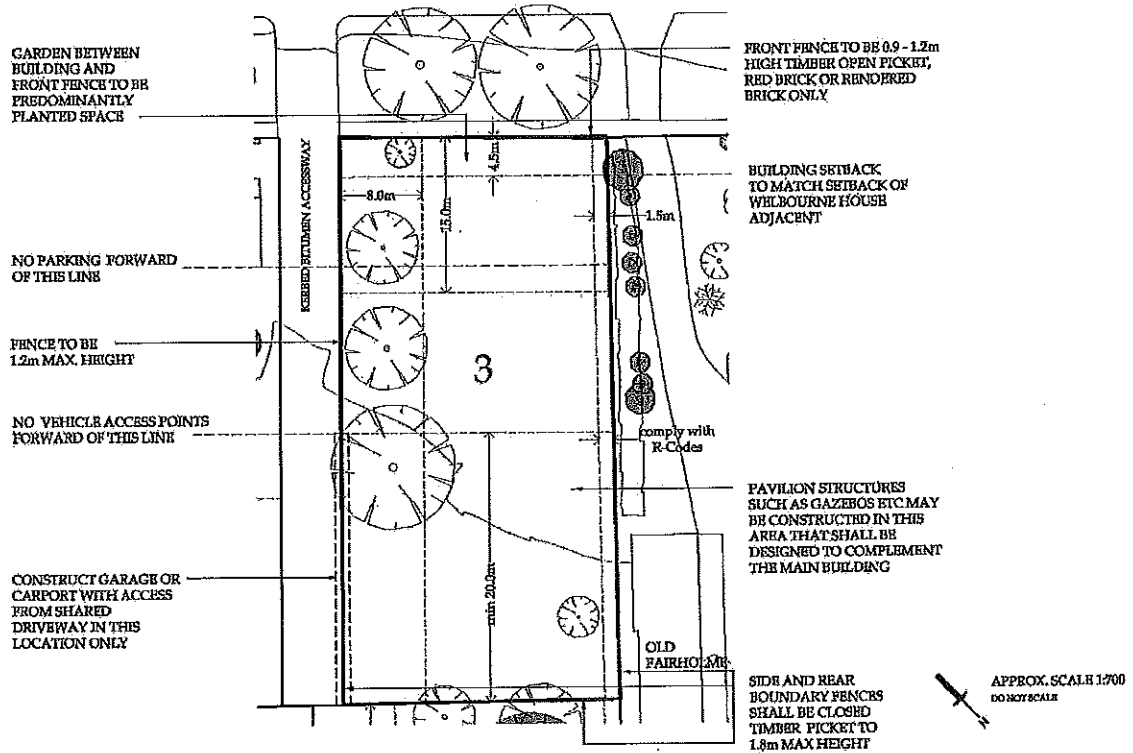
- An archaeological watching brief is required for development within the zone of potential archaeological significance.
- An archaeologist must monitor all development works within the archaeological zone.
- If archaeological artifacts or remnants of earlier structures are found, work must stop for an archaeologist to inspect, to advise and to record the find.

## DESIGN AND DEVELOPMENT GUIDELINES LOT 3

Fairholme Group – Lot 228 Market Street, Guildford

### DEVELOPMENT

Development shall comply with the City of Swan's Local Planning Policy, Guildford Conservation Precinct (2006) and all other Acceptable Development provisions of the R-Codes of WA and provisions of City of Swan Local Planning Scheme.



#### NEW BUILDINGS (See Building Guidelines for Lot 228)

The front of the new building on Lot 3 shall be single storey.

#### SETBACKS (Setbacks are measured to the eaves line of new development)

Nil setback on any boundary is not permitted.

Setbacks from lot boundaries for development on Lot 3			
North Boundary (Market Street)	West Boundary	East Boundary	South Boundary (Lot 6; Swan River)
4.50m* single storey; 15.00m two storey development must be located to the rear	8.00m single and two storey development	1.50m single storey and two storey development must comply with the R-Codes	20.00m** single and two storey development

\*development must align with Welbourne House on Lot 4

\*\* not including garages or outbuildings

#### SITE WORKS

Any dewatering activities relating to construction of underground structures (i.e. basements; cellars; footings; underground tanks and sewerage) shall be setback a safe distance from the existing heritage listed buildings and root systems of identified trees of heritage significance. Dewatering of areas adjacent to buildings may destabilize the established ecology of the fragile heritage fabric (i.e. cause cracks and movement in brick work and footings due to sudden loss or transference of moisture).

#### LANDSCAPE (See Landscape Guidelines for Lot 228)

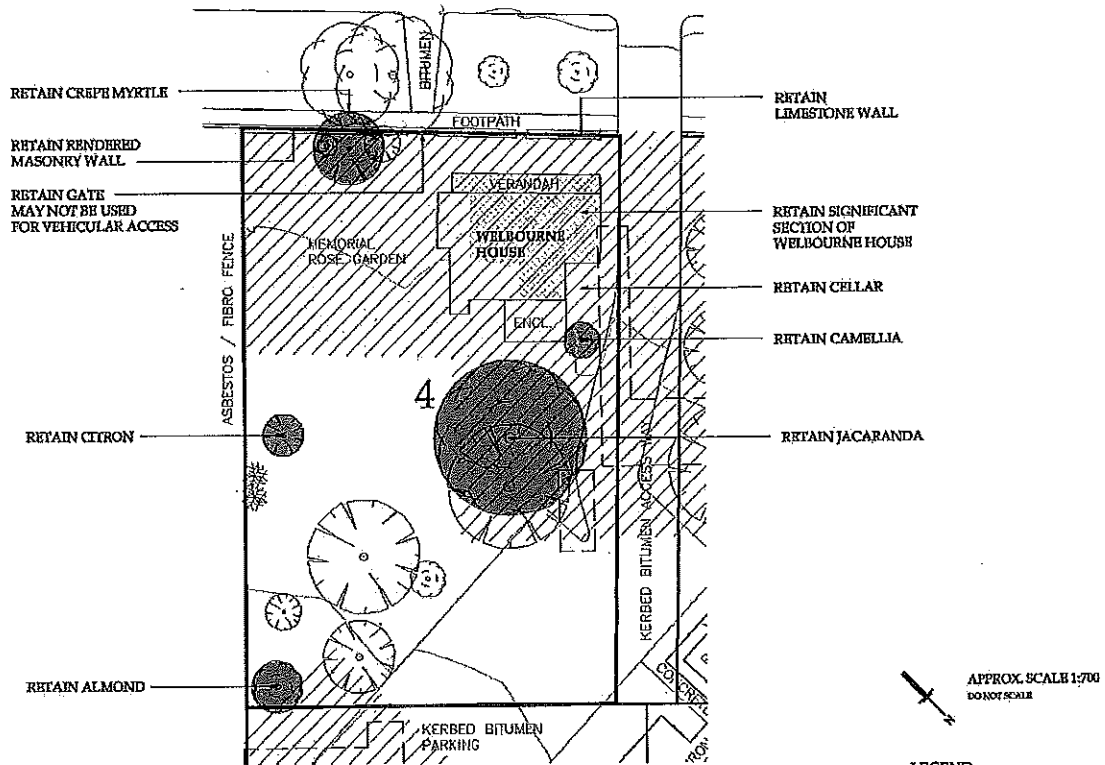
#### ARBORICULTURAL REPORT

A detailed arboricultural report must accompany any development application. The report shall include, but not limited to:





- Preparatory measures, maintenance and care of existing significant trees (pruning, watering, etc);
- Protection of trees and root systems during construction;
- Recommended protective curtilage or area to retain around base of significant trees;
- Recommendation for appropriate footings to minimize disturbance to tree root systems when building within close proximity to existing significant trees.

**DESIGN AND DEVELOPMENT GUIDELINES LOT 4**  
Fairholme Group – Lot 228 Market Street, Guildford

**CONSERVATION** Conservation works shall comply with the Fairholme Group Conservation Plan (2009).



**LEGEND**

-  Significant Buildings and Structures
-  Significant Trees and Landscape Features
-  Zone of Potential Archaeological Significance
-  Outline of Earlier Structures

**SIGNIFICANT BUILDINGS AND STRUCTURES**

- Welbourne House shall be retained and conserved as recommended in the Conservation Plan. It shall be protected during any works to the site or buildings to prevent damage to significant fabric.

**SIGNIFICANT TREES AND LANDSCAPE FEATURES**

- Identified significant trees and landscape features shall be retained.
- Where possible retain other mature trees for their aesthetics value.
- For significant trees (or other trees to be retained), retain an area approximately the same as the canopy around the base for protection. Do not fill, excavate or compact the soil in this area.

**ARCHAEOLOGICAL MONITORING**

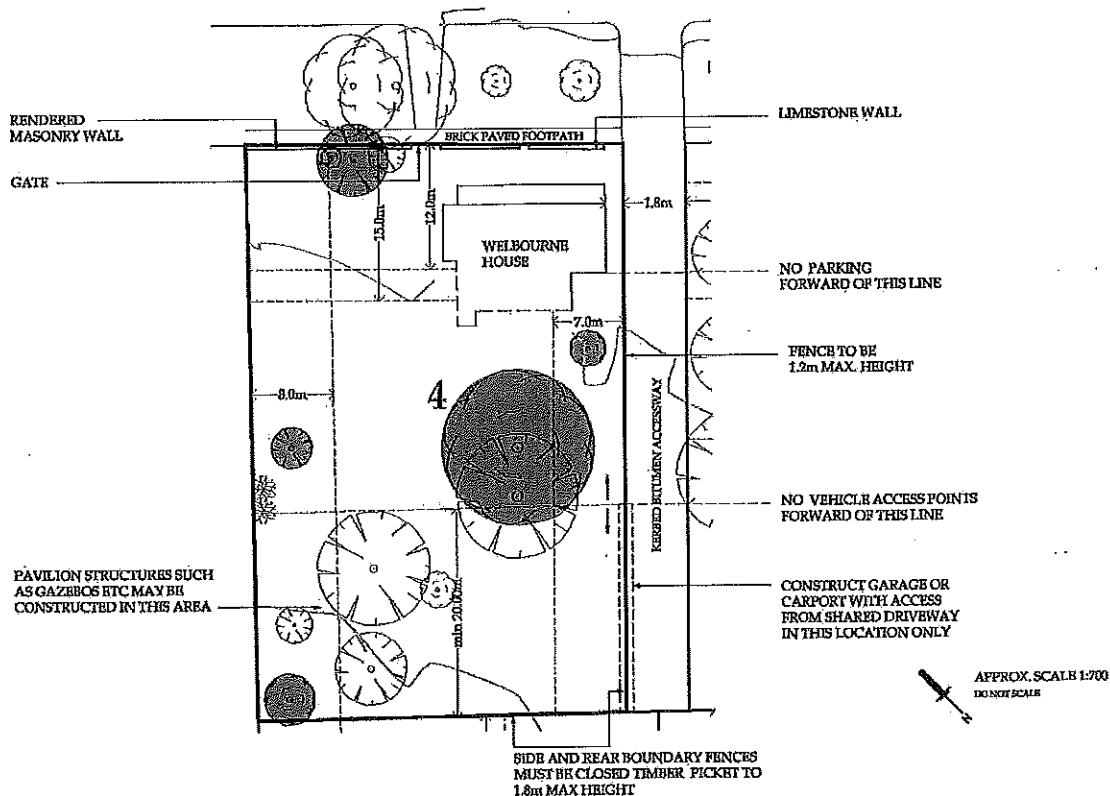
- An archaeological watching brief is required for development within the zone of potential archaeological significance.
- An archaeologist must monitor all development works within the archaeological zone.
- If archaeological artifacts or remnants of earlier structures are found, work must stop for an archaeologist to inspect, to advise and to record the find.

## DESIGN AND DEVELOPMENT GUIDELINES LOT 4

Fairholme Group – Lot 228 Market Street, Guildford

### DEVELOPMENT

Development shall comply with the City of Swan's Local Planning Policy, Guildford Conservation Precinct (2006) and all other Acceptable Development provisions of the R-Codes of WA and provisions of City of Swan Local Planning Scheme.



#### NEW BUILDINGS (See Building Guidelines for Lot 228)

Additions to Welbourne House shall be compatible with the existing building in scale and form and shall have a single storey link.

#### SETBACKS (Setbacks are measured to the eaves line of new development)

Nil setback on any boundary is not permitted.

Setbacks from lot boundaries for development on Lot 4			
North Boundary (Market Street)	West Boundary	East Boundary	South Boundary (Lot 5; Swan River)
12.00m for new single storey addition or link	8.00m single and two storey development	7.00m* single and two storey development	20.00m** single and two storey development
15.00m two storey development			

\* development is restricted by to the requirement to retain significant trees  
 \*\* not including garages or outbuildings

#### SITE WORKS

Any dewatering activities relating to construction of underground structures (i.e. basements; cellars; footings; underground tanks and sewerage) shall be setback a safe distance from the existing heritage listed buildings and root systems of identified trees of heritage significance. Dewatering of areas adjacent to buildings may destabilize the established ecology of the fragile heritage fabric (i.e. cause cracks and movement in brick work and footings due to sudden loss or transference of moisture).

#### LANDSCAPE (See Landscape Guidelines for Lot 228)

#### ARBORICULTURAL REPORT

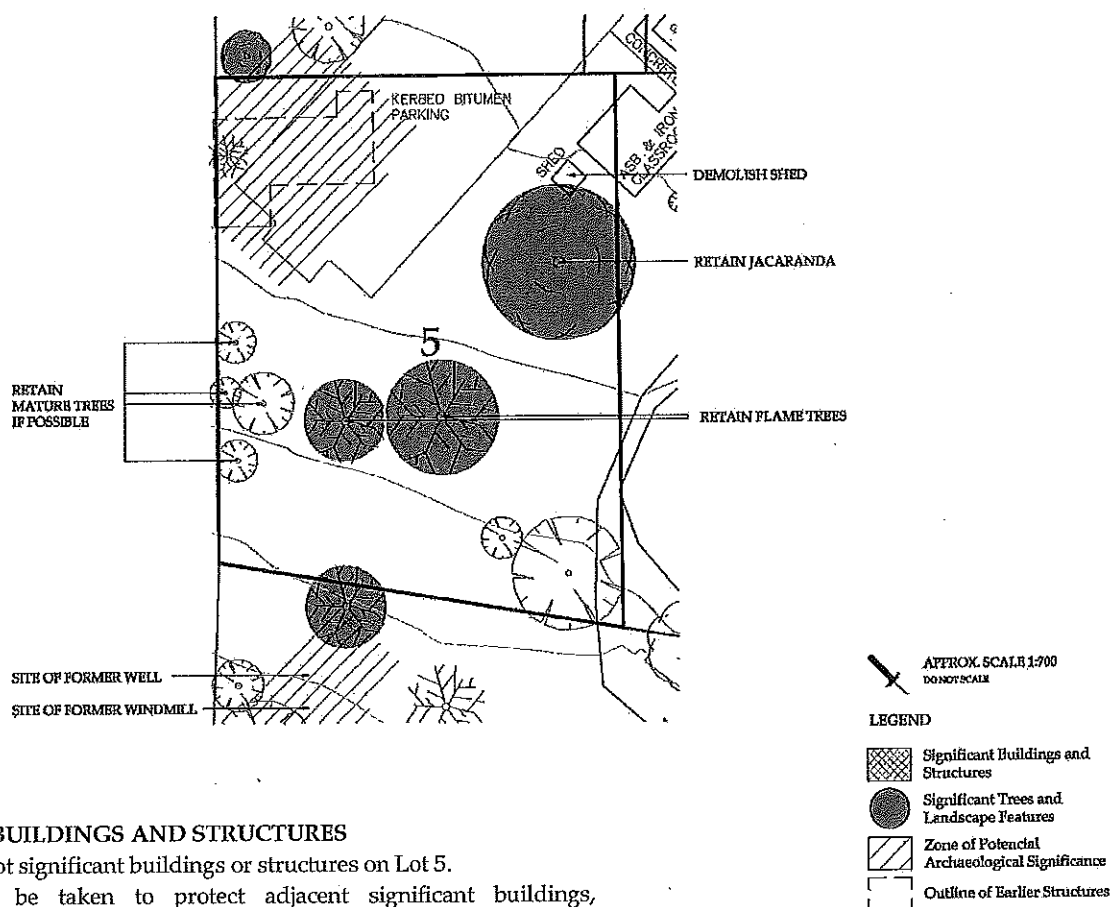
A detailed arboricultural report must accompany any development application. The report shall include, but not limited to:

- Preparatory measures, maintenance and care of existing significant trees (pruning, watering, etc);
- Protection of trees and root systems during construction;
- Recommended protective curtilage or area to retain around base of significant trees;
- Recommendation for appropriate footings to minimize disturbance to tree root systems when building within close proximity to existing significant trees.

## DESIGN AND DEVELOPMENT GUIDELINES LOT 5

Fairholme Group – Lot 228 Market Street, Guildford

**CONSERVATION** Conservation works shall comply with the Fairholme Group Conservation Plan (2009).



### SIGNIFICANT BUILDINGS AND STRUCTURES

- There are not significant buildings or structures on Lot 5.
- Care shall be taken to protect adjacent significant buildings, (Welbourne House on Lot 4) during any works to the site or buildings to prevent damage to significant fabric.

### SIGNIFICANT TREES AND LANDSCAPE FEATURES

- Identified significant trees and landscape features shall be retained.
- Where possible retain other mature trees for their aesthetics value.
- For significant trees (or other trees to be retained), retain an area approximately the same as the canopy around the base for protection. Do not fill, excavate or compact the soil in this area.

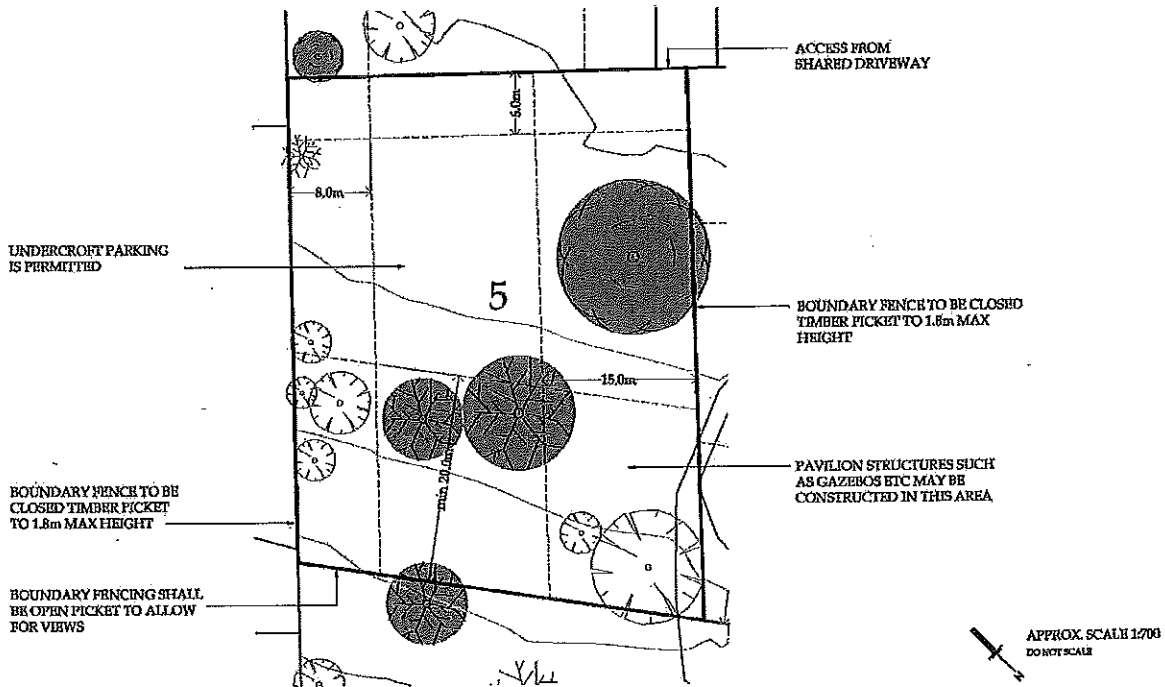
### ARCHAEOLOGICAL MONITORING

- An archaeological watching brief is required for development within the zone of potential archaeological significance.
- An archaeologist must monitor all development works within the archaeological zone.
- If archaeological artifacts or remnants of earlier structures are found, work must stop for an archaeologist to inspect, to advise and to record the find.

**DESIGN AND DEVELOPMENT GUIDELINES LOT 5**  
Fairholme Group – Lot 228 Market Street, Guildford

**DEVELOPMENT**

*Development shall comply with the City of Swan's Local Planning Policy, Guildford Conservation Precinct (2006) and all other Acceptable Development provisions of the R-Codes of WA and provisions of City of Swan Local Planning Scheme.*



**NEW BUILDINGS** (See Building Guidelines for Lot 228)

- A new dwelling on Lot 5 shall be designed to address Market Street.
- Garage or carport shall be located behind the building line and designed to ensure that the dwelling is visually dominant.

**SETBACKS** (Setbacks are measured to the eaves line of new development)

Nil setback on any boundary is not permitted.

Setbacks from lot boundaries for development on Lot 5			
North Boundary (Lot 4; Market Street)	West Boundary	East Boundary	South Boundary (Swan River)
6.00m single and two storey development	8.00m single and two storey development	15.00m* single and two storey development	20.00m** single and two storey development

\* development is restricted by to the requirement to retain significant trees  
\*\* including garages but not outbuildings

**SITE WORKS**

Any dewatering activities relating to construction of underground structures (i.e. basements; cellars; footings; underground tanks and sewerage) shall be setback a safe distance from the existing heritage listed buildings and root systems of identified trees of heritage significance. Dewatering of areas adjacent to buildings may destabilize the established ecology of the fragile heritage fabric (i.e. cause cracks and movement in brick work and footings due to sudden loss or transference of moisture).

**LANDSCAPE** (See Landscape Guidelines for Lot 228)

Fencing along the rear boundary shall be visually permeable with a minimum gap between pickets of 100mm and a maximum height of 1.8 m. The colours and materials of fence pickets shall ensure it recedes into the surrounding landscape. Dark green or black are the City of Swan's preferred colours.

**ARBORICULTURAL REPORT**

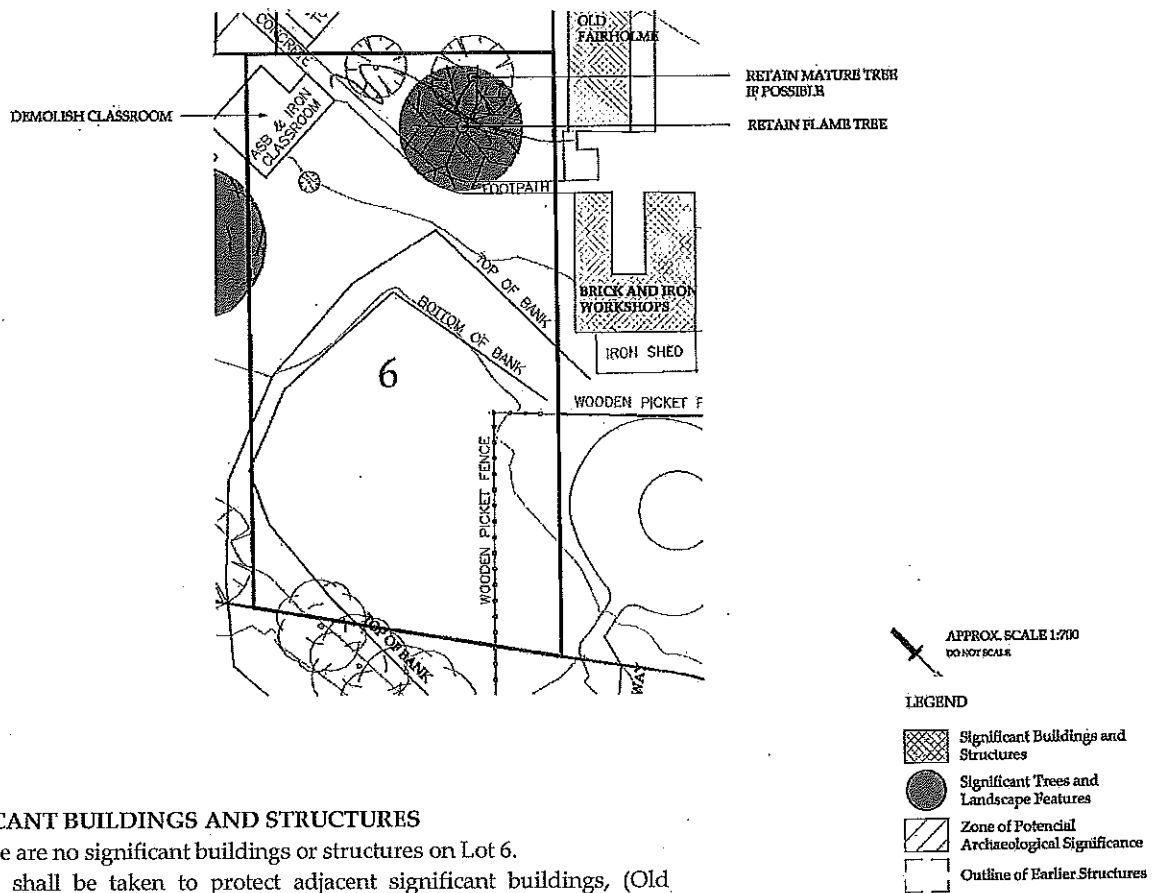
A detailed arboricultural report must accompany any development application. The report shall include, but not limited to:

- Preparatory measures, maintenance and care of existing significant trees (pruning, watering, etc);
- Protection of trees and root systems during construction;
- Recommended protective curtilage or area to retain around base of significant trees;
- Recommendation for appropriate footings to minimize disturbance to tree root systems when building within close proximity to existing significant trees.

# DESIGN AND DEVELOPMENT GUIDELINES LOT 6

Fairholme Group – Lot 228 Market Street, Guildford

**CONSERVATION** (Conservation works shall comply with the Fairholme Group Conservation Plan (2009)).



## SIGNIFICANT BUILDINGS AND STRUCTURES

- There are no significant buildings or structures on Lot 6.
- Care shall be taken to protect adjacent significant buildings, (Old Fairholme on Lot 2) during any site or building works to prevent damage to significant fabric.

## SIGNIFICANT TREES AND LANDSCAPE FEATURES

- Identified significant trees and landscape features shall be retained.
- Where possible retain other mature trees for their aesthetics value.
- For significant trees (or other trees to be retained), retain an area approximately the same as the canopy around the base for protection. Do not fill, excavate or compact the soil in this area.

## ARCHAEOLOGICAL MONITORING

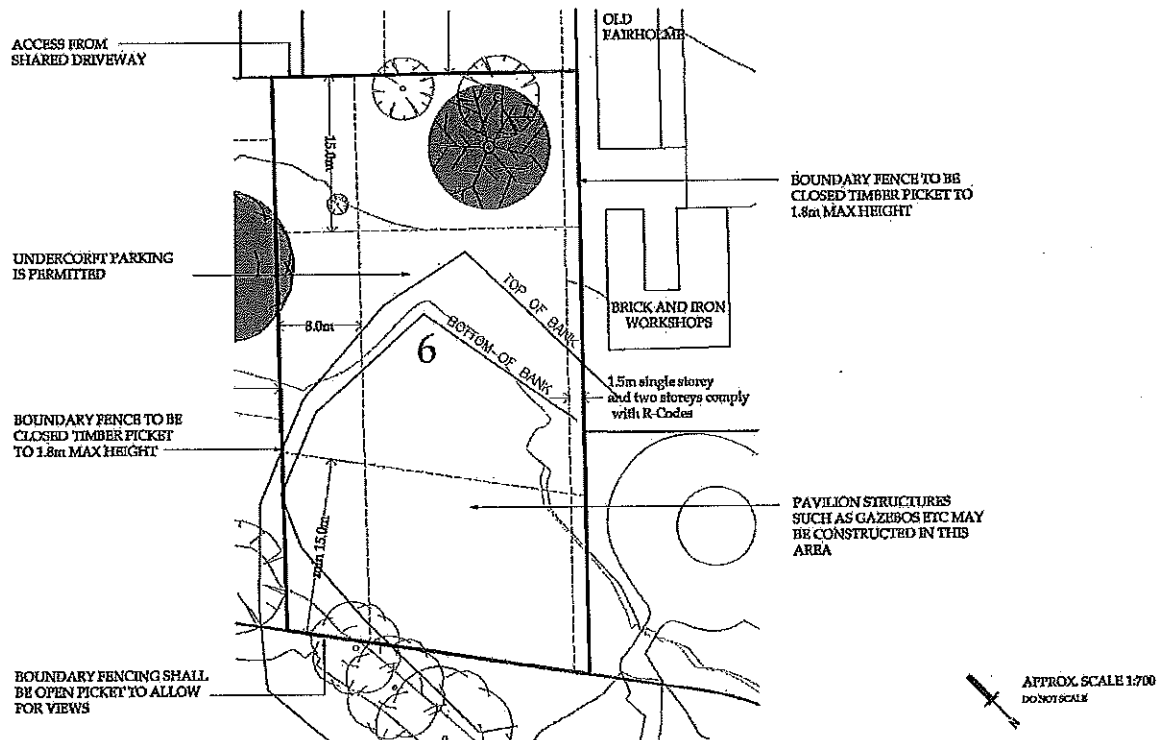
- There are no zones of potential archaeological significance on Lot 6.

## DESIGN AND DEVELOPMENT GUIDELINES LOT 6

Fairholme Group – Lot 228 Market Street, Guildford

### DEVELOPMENT

Development shall comply with the City of Swan's Local Planning Policy, Guildford Conservation Precinct (2006) and all other Acceptable Development provisions of the R-Codes of WA and provisions of City of Swan Local Planning Scheme.



### NEW BUILDINGS (See Building Guidelines for Lot 228)

- A new dwelling on Lot 6 shall be designed to address Market Street.
- Garage or carport shall be located behind the building line and designed to ensure that the dwelling is visually dominant.

### SETBACKS (Setbacks are measured to the eaves line of new development)

Nil setback on any boundary is not permitted.

Setbacks from lot boundaries for development on Lot 6			
North Boundary (Lot 3; Market Street)	West Boundary	East Boundary	South Boundary (Swan River)
15.00m* single and two storey development	8.00m single and two storey development	1.50m single storey and two storey development must comply with the R-Codes	15.00m** single and two storey development

\* development is restricted by to the requirement to retain significant trees  
\*\* including garages but not outbuildings

### SITE WORKS

Any dewatering activities relating to construction of underground structures (i.e. basements; cellars; footings; underground tanks and sewerage) shall be setback a safe distance from the existing heritage listed buildings and root systems of identified trees of heritage significance. Dewatering of areas adjacent to buildings may destabilize the established ecology of the fragile heritage fabric (i.e. cause cracks and movement in brick work and footings due to sudden loss or transference of moisture).

### LANDSCAPE (See Landscape Guidelines for Lot 228)

Fencing along the rear boundary shall be visually permeable with a minimum gap between pickets of 100mm and a maximum height of 1.8 m. The colours and materials of fence pickets shall ensure it recedes into the surrounding landscape. Dark green or black are the City of Swan's preferred colours.

### ARBORICULTURAL REPORT

A detailed arboricultural report must accompany any development application. The report shall include, but not limited to:

- Preparatory measures, maintenance and care of existing significant trees (pruning, watering, etc);
- Protection of trees and root systems during construction;
- Recommended protective curtilage or area to retain around base of significant trees;
- Recommendation for appropriate footings to minimize disturbance to tree root systems when building within close proximity to existing significant trees.



**CONSERVATION AND PROTECTION OF EXISTING BUILDINGS OF CULTURAL HERITAGE SIGNIFICANCE**

Existing buildings of cultural heritage significance to be protected and conserved are identified on the plans.

Generally:

- Any development (including demolition, alterations or additions) or conservation works shall be referred to the Heritage Council for advice prior to a planning determination being made by the City of Swan.
- Existing significant buildings shall be conserved, adapted or extended as recommended in the 'Fairholme Group Conservation Plan' 2009, prepared by Heritage and Conservation Professionals.
- Any proposal for development of a significant building shall include a schedule of proposed conservation works.
- Additions to, or adaptation of, significant buildings shall comply with the requirements of the City of Swan, Local Planning Policy Guildford Conservation Precinct, adopted 2006 and subsequent Council adopted policies.

Specifically:

**Welbourne House**

- The significant sections of Welbourne House, comprising the masonry sections of the building, front verandah and cellar, shall be retained.
- Timber framed, fibrous cement clad additions and the patio enclosure may be demolished.
- The internal plan of the significant section of the building may only be adapted as recommended in the Conservation Plan.
- Welbourne House may be extended. The extension should take the form of a pavilion structure linked to the significant building. The pavilion addition may be of one or two storeys. The link shall be of one storey only. The addition shall not visually overwhelm the significant building.

**Old Fairholme**

- The significant sections of Old Fairholme shall be retained.
- The garage and store on the south, and carport on the northern side should be demolished.
- Minor alterations such as internal door openings may be made in the building.
- Old Fairholme shall not be extended.

**Fairholme**

- The significant sections of Fairholme shall be retained.
- The service areas and toilets on the southern and south-eastern sides of the building may be adapted. A second storey addition may be added to this portion of the building but this should be contained within the roof line of the existing building.
- Fairholme may be extended on the southern side provided the addition is modest, is not visible from Market Street and does not visually overwhelm the original building.

**Workshops**

- The form and external face brickwork of the Workshops building shall be retained.
- External brick walls may be adapted and new window and door openings are permitted.
- The interior of the building may be remodeled. No existing internal fabric is required to be kept.
- The building may be extended on the western side.
- The height of the building shall not be increased because this will block views of Fairholme from the river.

## NEW BUILDINGS

- The objective for new buildings is to ensure that new development; including buildings, outbuildings and other structures; is visually compatible with the historic pattern of development on the Fairholme site in particular and the Guildford townsite.
- New buildings shall comply with the requirements of the City of Swan, Local Planning Policy Guildford Conservation Precinct, adopted 2006 and any subsequent Council approved policies.
- New buildings shall respect the existing heritage context and respond to the existing character, scale, form, siting, materials and colours.
- New buildings should not be copies of existing significant buildings, but should complement them in terms of form and proportion. Contemporary designs are appropriate and are encouraged.
- All applications for development shall be accompanied by a Schedule of Materials, Finishes and Colours.
- The following Schedules summarise the requirements of the Local Planning Policy as they apply to this site.

**Table 1. Schedule of Minimum Requirements**

Element	Approved Materials
Wall height	Minimum height from ground to wall plate is 3.00m
Roof pitch	Minimum roof pitch is 27° Maximum roof pitch is 35°
Eaves overhang	Minimum eaves overhang for new buildings is 300mm
Plan form	New buildings shall be of rectangular plan form with the dominant building on each Lot oriented towards Market Street. (The front door facing Market Street)
Articulation	New buildings shall be articulated in a way that complements, but does not copy, the existing significant buildings. Porches, verandahs, or other means of giving emphasis to the entrance to the building, are encouraged.

**Table 2. Schedule of Acceptable Materials**

Element	Approved Materials
Walls	Face brick in red/orange colour range with rolled or struck cream coloured mortar joints; rendered masonry or framed construction clad with timber weatherboards or Colobond.
Roof	Roofs shall be Marseilles profile red clay terracotta tiles; Galvabond; Zinalume or Colorbond in Manor Red, Shale Grey or Dune.
Window and door frames, sashes and doors	Timber, clear or painted finish
Joinery	Framing to verandahs etc shall be timber

## GARAGES, CARPORTS AND OUTBUILDINGS

- The objective for garages, carports and outbuildings is to ensure that these structures are not visually dominant on the site.
- The design of garages, carports and outbuildings should complement the dominant building on the Lot. The Schedule of Minimum Requirements may be varied; however the Schedule of Acceptable Materials applies.

### References

- Heritage and Conservation Professionals, 'Fairholme Group Conservation Plan', prepared for Landcorp on behalf of the Disability Services Commission, April 2009.
- City of Swan, Local Planning Policy Guildford Conservation Precinct, Adopted 2006.
- City of Swan, Town Planning Scheme No.17, Gazetted February 2008.
- Western Australian Planning Commission, Residential Design CODES of Western Australia, April 2008.

**CONSERVATION AND PROTECTION OF EXISTING PLANTS OF CULTURAL HERITAGE SIGNIFICANCE**

Existing trees and shrubs of cultural heritage significance to be protected and conserved are identified on the plans. The retention of other trees and shrubs is encouraged.

Generally:

- Any landscape changes shall be referred to the Heritage Council for advice prior to a planning determination being made by the City of Swan.
- There shall be no new works that would adversely affect the health, structural soundness, safe useful lifespan or overall aesthetic quality of the identified trees and shrubs.

Specifically:

- There shall be no major removal or pruning of above-ground growth unless this is recommended for the health, safety and appearance of the plant by a qualified arboriculturist with experience in the management of culturally significant plants.
- There shall be no excavation, filling greater than 100mm, compaction, construction work or totally impervious paving within the projected canopy area (the extent of spread of the above-ground growth including leaves) of the plant unless it is verified by a qualified arboriculturist with experience in the management of culturally significant plants that any such proposed work will not adversely affect the plant.

**NEW PLANTING**

- The plant selection objective is to ensure that new development including landscape is visually compatible with the historic planting patterns of the Guildford townsite.
- Trees including large tree-like shrubs which will form the predominant pattern of planting visible from public viewpoints are listed. The use of smaller shrubs and herbaceous plants that comply with the plant selection objective is also encouraged.
- New planting of trees shall be of the species listed below, unless it can be demonstrated that alternative proposed planting meets the plant selection objective described above.

Table 1. Schedule of Approved Species

Common Name	Botanical Name
American Ash	Fraxinus americana
Bangalow Palm	Archontopheonix cunninghamiana
Bottlebrush	Callistemon viminalis
Canary Island Date Palm	Phoenix canariensis
Coral Flame	Erythrina x
Cotton Palm	Washingtonia filifera
Crepe Myrtle	Lagerstroemia indica
Cypress	Cupressus macrocarpa
English Oak	Quercus robur
Fruit Trees	Prunus, Citrus, Apple, Loquat, Mulberry, Olive
Illawarra Flame	Brachychiton acerifolius
Jacaranda	Jacaranda mimosifolia
Judas Tree	Cercis siliquastrum
Kurrajong	Brachychiton populneus
Magnolia	Magnolia grandiflora
Oriental Plane	Platanus orientalis
Pencil Pine	Cupressus sempervirens (NOT recent gold form)
Pepper Tree	Schinus areira
Peppermint	Agonis flexuosa
Pittosporum	Pittosporum undulatum
Rottnest Island Pine	Callitris preissi
Senegal Date Palm	Phoenix reclinata
Skyduster	Washingtonia robusta
Sugar Gum	Eucalyptus cladocalyx (NB dwarf form acceptable)

## LANDSCAPE LAYOUT

- The landscape layout objective is to ensure that new development including landscape is visually compatible with the historic patterns of residential development the Guildford townsite.
- In open spaces between house walls, Market Street and the accessway the area of planting shall be greater than area of paving or other non-planted treatment.
- The verge of Market Street shall be mown grass, which may be irrigated or unirrigated. Inconspicuous structural reinforcement under the grass surface may be installed.

## HARD LANDSCAPE

- The hard landscape objective is to ensure that new development including landscape is visually compatible with the historic patterns of residential development the Guildford townsite.
- New hard landscape shall be of the form, materials and finishes listed below, unless it can be demonstrated that alternative proposals meets the hard landscape objective described above.
- Walls visible from public viewpoints shall be of red-earth coloured, clay brick or random rubble, natural granite or laterite stone.
- Fence panels shall be vertical picket, open or closed, and may be natural, oiled or paint finish
- Fence plinths and piers shall be of red earth coloured, clay brick or random rubble, natural granite or laterite stone.
- Accessway and publicly visible driveway paving shall be bitumen seal with granite (black) or laterite (red) topping or red-earth coloured unit pavers or compacted laterite gravel.

## References

Heritage and Conservation Professionals, 'Fairholme Group Conservation Plan', prepared for Landcorp on behalf of the Disability Services Commission, April 2009.

Lingard, L. and Napier, K. 'Guildford Gardens Study 1829 – 1930's' National Trust of Australia (WA) Perth WA c.1991, Appendix I in, 'Fairholme Group Conservation Plan', April 2009.

Viska, J. *A Guide to Conserving and Interpreting Gardens in Western Australia*, West Australian Branch of the Garden History Society Perth WA, 2007.