

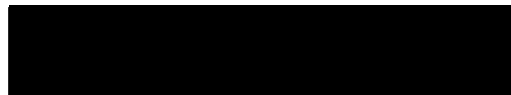
*Heritage of Western Australia Act 1990*  
Section 29

**HERITAGE AGREEMENT**

**between**

**HERITAGE COUNCIL OF WESTERN AUSTRALIA**

**and**



**in respect of**

**CAMFIELD HOUSE**

(HCWA Place No. 17)

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# HERITAGE AGREEMENT

## Camfield House 172 Serpentine Road Albany

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 20 September 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 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;

**"Design Guidelines"** means the height limits, building envelopes and other constraints specified in Item 4 of the Schedule;

**"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 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], 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 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 3.1(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 (other than a subdivision for which entry into this Agreement is a required condition);

and any development of the Place shall comply with the Design Guidelines.

### **3.2 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.

### **3.3 Conservation Consultant**

The Owner must appoint a consultant approved in advance in writing by the Council to supervise any Development of the Place or other action which requires the approval of the Council under clause 3.1.

### **3.4 Reporting**

- (a) All reports required in this clause shall be prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.3, 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 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.

- (c) 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.
- (d) The Owner's failure to provide any report or additional information required under this Clause 3.4 shall constitute an Event of Default.

### **3.5 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.

### **3.6 Compliance with Statutes**

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

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

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

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

## **PART 5 DEFAULT**

### **5.1 Events of default**

An Event of Default occurs if:

- (a) the Owner is in breach of, or does not comply with, any of its obligations under this Agreement and the breach or non-compliance continues for 30 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 3.4, if executed by the relevant consultant appointed pursuant to clause 3.3;
- (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: Fax:  
Email:  
ATTENTION:

## **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**

*Camfield House* (HCWA Place No. 17), located at 172 Serpentine Road, Albany, Western Australia, 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 consists of the existing house at 172 Serpentine Road, Albany, situated on Lot 30 on Deposited Plan 26141.

**Item 3: Land**

Lot 30 on Deposited Plan 26141 being the whole of the land contained in Certificate of Title Volume 1147 Folio 331, and Lot 26 on Diagram 15905, being the whole of the land contained in Certificate of Title Volume 1223 Folio 812.

**Item 4: Design Guidelines**

The Design Guidelines are specified in Annexure A

**Item 5: Conservation Works**

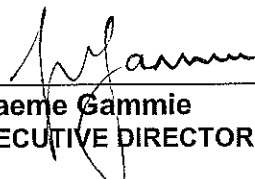
The schedule of works described in Annexure B.

**Item 6: Maintenance**

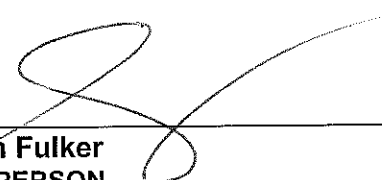
The schedule of maintenance activities described in Annexure C.

**EXECUTED AS A DEED**

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

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



  
\_\_\_\_\_  
Sharon Fulker  
CHAIRPERSON

11/1/13  
\_\_\_\_\_  
Date signed

14/1/13  
\_\_\_\_\_  
Date signed

**For the Owner:**

\_\_\_\_\_  
\_\_\_\_\_

1/1/13  
\_\_\_\_\_  
Date signed

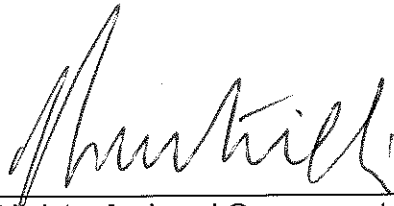
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\_\_\_\_\_  
\_\_\_\_\_

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

I, the Hon. G M Castrilli, MLA, Minister for Local Government; Heritage; Citizenship and Multicultural Interests, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 20<sup>th</sup> day of January 2013.



Minister for Local Government; Heritage; Citizenship and Multicultural Interests

## **Annexure A**

### **Introduction and Background**

Camfield House is a free standing house, which was constructed in 1858 as the Albany Native Institution. The house was constructed in two stages. The western portion was constructed first, and is a single storey structure in the Victorian Georgian style, with a deeply pitched gable roof of matching pitch. The building is a landmark on Serpentine Road and Crossman Street. The two sections are perpendicular to each other, creating an L shape. Both sections are constructed of rendered brick. A bay window was added to the ground floor of the south-east façade in the early 1900's.

The Western Australian Planning Commission has approved, subject to conditions, a boundary adjustment between Lot 26 and Lot 30 to the south-west (on which Camfield House is located whereby 1397sq. m. of land will be excised from the north-east boundary of Lot 30, (Camfield House) and added to Lot 26. Lot 30 (Camfield House) will be reduced from 3410 sq. m, to 2013 sq.m. Lot 26 will increase in size from 914 sq.m to 2311 sq.m.

Camfield House has generous set backs on all sides. The north-east setback adjacent to Lot 26 will be reduced from about 35 to about 12 metres. Lot 26 is zoned R30 under the City of Albany Town Planning Scheme. Its proposed size of 2,311 sq. m. will allow up to 7 units to be constructed on the site under this zoning.

One of the conditions of subdivision approval is that a set of design guidelines be prepared to guide development on Lot 26 to control the impact of development on Camfield House.

### **Objectives**

The main purpose of these design guidelines is to preserve and retain the heritage values of Camfield House on the adjacent (uphill) Lot 30, to provide and retain an appropriate setting for Camfield House and to ensure that development on Lot 26, adjacent to Camfield House respects the scale, form, colours and materials of Camfield House.

The design guidelines also need to address the setting of Lot 26 in Crossman Street, one of the streets that contribute to the distinctive built environment of the central area of Albany, to preserve and if possible, enhance it's streetscape.

### **Statutory Requirements**

It is anticipated that these design guidelines will be adopted by the City of Albany as a local planning policy under Town Planning Scheme No 1A and they should be read in conjunction with the scheme text and other relevant Planning Policies, particularly those relating to the Central Area of Albany. It is anticipated that the City of Albany will use these design guidelines as one of the major assessment criteria in determining any application for planning approval on Lot 26.

The design guidelines do not exclude the requirement for referral to the Heritage Council for any future development. The developer must also comply with the provisions of the Residential Planning Codes of Western Australia (R codes) and the Building Codes of Australia when submitting a development proposal for Lot 26.

## **Implication for development on Lot 26 from the Statement of Significance for Camfield House on Lot 30.**

The values of Camfield House that are relevant to this document are its architectural character and its landmark value. The architectural character of Camfield House utilises rendered brickwork, double hung timber sash windows, and steeply pitched gabled corrugated iron roofs. The forms of the building are small rectangular shapes, with high ceilings at the ground floor and with the upper volume of the rooms built into the roof line in the two storey section.

Camfield House is a landmark on Serpentine Road and Crossman Street and is also visible on Mt. Melville from a number of locations in the north part of the central area of Albany. While the landmark values from Serpentine Road and Crossman Street are protected, any development should endeavor to retain the landmark value of Camfield House on the face of Mt Melville.

Any development on Lot 26 should also try to minimize the impact on views from Camfield House.

### **Streetscape**

The predominant scale of development of Crossman Street is single storey residential, with a small amount of recently constructed two storey residential on the north-west side. Generally garages are located at the rear. However, because Crossman Street has an incline of about 1 in 10, the footings are raised at the north-east sides and in some instances, an under croft area has been utilized as a car port at this point.

### **Topography**

Crossman Street is located on the north face of Mt Melville and as noted, has an incline of approximately 1 in 10. Moderate to steep slopes such as this present a challenge to development with issues such as overlooking, retaining, overshadowing, privacy and encroachment of neighbor's views.

The sloping site has fine views, which would add to the appeal of any development.

### **Design Guidelines**

The following design guidelines shall apply to any new development on Lot 26 on Diagram 15905 ("Lot 26") or Lot 30 on Deposited Plan 26141 ("Lot 30").

#### **1. Site line**

An unobstructed site line shall be maintained from the south corner of the existing house on Lot 26 to the north corner of Camfield House on Lot 30. This site line should be dimensioned and quantified in the event that the existing house on Lot 26 is demolished.

#### **2. Proposed scale**

Any development that faces Crossman Street shall be single storey, with the option of utilising an under croft if desired on the north-east side of any dwelling. Development at the centre of the south-west boundary shall be single storey. Development to the rear along the north-east boundary and in the east corner of the site may be two storey. (See Figure 1)

### **3. Form**

Generally the forms of any proposed development shall utilise the traditional shapes of Camfield House and avoid fussy roof lines and ornate detailing. The form of any proposed building shall be simple rectangular shapes complementing the scale and form of Camfield House, the perpendicular configuration of the floor plan can also be utilised. Detailing should reflect the simple detailing of the original fabric of Camfield House. Ornate detailing will not be acceptable. Verandah posts should be simple square timber posts, 100 x 100. Blank façades will not be allowed on the Crossman Street frontage. The dwellings facing Crossman Street should have front facades that address and face the street. Any dwelling that faces Crossman Street should have the appearance, from the street, of being detached. Verandahs should be applied to the Crossman Street frontages (not necessarily the whole length). Windows to Crossman Street shall have vertical proportions. A communal driveway is likely to make the buildings which face Crossman Street in effect corner buildings and any side facades which are visible from the communal access driveway need to be detailed appropriately. The units to the rear may be either detached or attached.

### **4. Roof**

The roofs shall be gable form. The roof pitch to the Crossman Street frontage shall be a minimum pitch of 24°. The roof pitch in general shall be a minimum of 24°, but there may be a case for a parapet form with a flat roof in any two storey buildings at the rear. The pitch of any verandah roofs should be lower than 24°. Enable the retention of views to and from Camfield House, minimise obstruction of views, prevent leaf litter and prevent conflicts between neighbours. Bull nose verandah roofs will not be permitted.

### **5. Materials**

Materials in general should be selected to compliment Camfield House. Walls should be constructed of rendered masonry or flat lightweight panels. Roofs shall be custom orb profile galvanised, zincalume or "Windspray" (grey to mimic zincalume)

### **6. Colours**

Wall colours shall be off white, or cream with a matt finish, to reflect the colours of Camfield House.

### **7. Levels**

The site is sloping with a fall of about 1 in 10, i.e. 10% The south corner of the proposed Lot 26 was levelled for a tennis court, by cutting and filling and is not seen as the natural ground level. Raised footings should be utilised as set out in the document "Albany Historic Town Design Guidelines"

### **8. Paving and Driveways**

Concrete driveways will not be permitted. Paving to driveways shall be bitumen (utilising local red laterite gravel in the mix), brick paving, permeable paving or other paving approved by the City of Albany Planning department in consultation with the Regional Heritage Advisor. Paving and driveway edges shall be flush and wherever possible runoff shall soak into adjacent verges. Raised kerbs will not be approved.

### **9. Landscaping**

Landscaping shall reflect the heritage values of Camfield House using plants that were commonly used in the mid to late 19th century in Albany. These were usually drought tolerant. Exotic species includes roses. Local indigenous plants are also considered compatible. Tall trees are not considered compatible with the potential density of the site and will not be permitted. Any trees should have a maximum height at maturity of 3-4 metres. Enable the retention of views to and from Camfield House, minimise obstruction of views, prevent leaf litter and prevent conflicts between neighbours.



### **10. Parking**

Large areas of on site parking should be softened with landscaping. A suggested maximum run of parallel parking areas without landscaped divisions is 4 bays.

### **11. Garages**

Garages on the Crossman Street frontage will not be allowed, except as an undercroft on the north corner of the site (the downhill Crossman Street corner of the site).

### **12. Crossovers**

It is anticipated that there will be one main crossover. A minor crossover to the north corner of the site could also be considered.

### **13. Fencing**

Fencing shall follow the contours of the land.

**Front fencing:** Fencing on Crossman Street shall be unobtrusive, either no front fencing or low picket fencing, nominal height 900 mm (taking into account the 1 in 10 slope of the Crossman Street) using 50 mm open timber pickets with 25 mm spacing or other fencing to the approval of the City Of Albany in consultation with the Regional Heritage Advisor.

Side fencing in front of dwellings facing Crossman Street: 900 mm picket Side boundary fencing between Lots 30 and 26, behind the facades facing onto Crossman Street, shall be 1200 mm high open picket fencing. Other fencing shall be 1200 mm high open timber picket fencing.

### **14. Retaining walls**

In general, retaining walls should be minimised, particularly within the site and on the Crossman Street, north-east and south-east boundaries. The built form should follow the contours of the land and use raised footings for the building envelopes. Higher retaining walls could be permitted (subject to the discretion of the City of Albany) on the boundary between Lots 26 and 30, where Lot 26 would be lower as this will reduce the impact on views to and from Camfield House. Council approval is required for retaining walls on site boundaries.

### **15. Setbacks**

Crossman Street setback: 6 metres to match existing adjacent. Side and rear setbacks: to conform with Residential Design Codes.

### **16. Letterboxes**

Letterboxes shall be simple and unobtrusive.

### **17. Services and Storage**

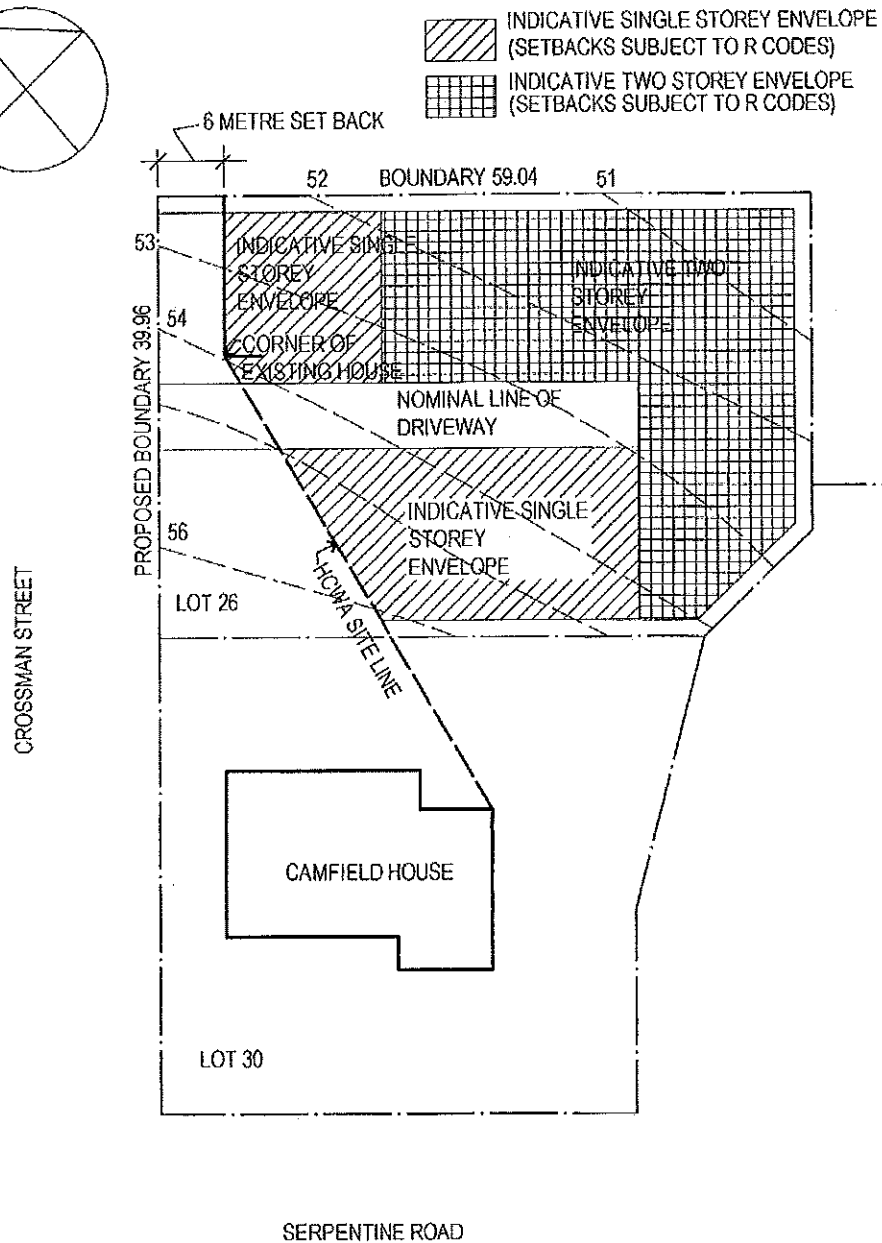
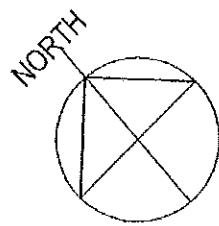
All pipes, wired services, clothes drying areas, hot water heaters and storage tanks, bins and such items shall be screened from public view from Crossman Street or from any shared driveway. Air conditioning units shall be located in a visually and acoustically unobtrusive position (preferably at ground level and away from the neighbours living area and bedroom windows. Intrusive TV antennae will not be permitted. Meter boxes, while being accessible, shall be located in the least visually obtrusive position, preferably at the side of the building or recessed. Commercial vehicles, including caravans, boats trailers etc, shall not be parked on the site unless enclosed within a garage or fully screened from public view. The following elements are encouraged but require careful and unobtrusive placement: Rainwater tanks, Photovoltaic systems and Solar hot water systems.

**18. Consultation**

Consultation with the City of Albany Planning Department and the Regional Heritage Advisor is encouraged at schematic stage and at completion of sketch plans.

**19. Orientation**

Sustainable building practice encourages passive solar gain for space heating in cooler months. Wherever possible, living rooms should face north to enable this practice, with eaves constructed over these openings to prevent summer heat gain. The major orientation of the site is north-east, which is an acceptable orientation for passive solar gain.



LOT 26 CROSSMAN STREET DEVELOPMENT GUIDELINES  
FIGURE 1: NO. OF STOREYS PERMISSABLE

## **Annexure B**

### **Conservation Works**

#### **Long-term Desirable Works (to be completed at the owner's option)**

1. Prepare a comprehensive conservation plan.
2. Remove intrusive elements associated with the upstairs bathroom (e.g., exposed plumbing, etc.).

## **Annexure C**

### **Maintenance**

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

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

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

It is not envisaged that structural monitoring will be required.

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

### **Periodic Maintenance Schedule**

As needed:

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

Annually:

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

Five Yearly:

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