

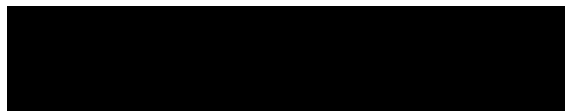
Heritage of Western Australia Act 1990
Section 29

HERITAGE AGREEMENT

between

TOWN OF EAST FREMANTLE

and



in respect of

41 OSBORNE ROAD, EAST FREMANTLE

(HCWA Database No. 19616)

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HERITAGE AGREEMENT

41 Osborne Road East Fremantle

THIS AGREEMENT is made between the following parties:

1. **THE TOWN OF EAST FREMANTLE** of 135 Canning Highway, East Fremantle, Western Australia, 6158 (the "Town"); and
2. [REDACTED] of [REDACTED] Western Australia, 6158 (the "Owner").

RECITALS:

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

AGREEMENT:

The Parties agree with each other as follows:

PART 1 DEFINITIONS & CONSTRUCTION

1.1 Definitions

In this Agreement, unless the contrary intention appears:

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

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

"Completion Date" means the third anniversary of the Effective Date;

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

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

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

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

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

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

“Event of Default” is defined in clause 5.1;

“Land” means the land described in Item 3 of the Schedule;

“Maintenance” means the continuous protective care of the Significant Fabric as specified in Item 5 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 all the physical material of the Place specified in Item 2 of the Schedule; and

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

1.2 Construction

In this Agreement, unless the contrary intention appears:

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

- (e) a reference to the Owner doing or refraining from doing anything includes a reference to the Owner causing a person to do, or causing a person to refrain from doing, that thing (as the case may be);
- (f) a reference to any thing is a reference to the whole and each part of it; and
- (g) words and phrases having defined meanings in the Act, unless otherwise defined in this Agreement, have the meanings so defined in the Act.

PART 2 COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT

2.1 Commencement and Duration of this Agreement

- (a) This Agreement is made pursuant to Section 29 of the Act and is conditional upon the Minister
 - (i) being satisfied that this Agreement is necessary for the purposes of, and complies with, the Act; and
 - (ii) certifying that fact upon each executed copy of this Agreement.
- (b) This Agreement commences on the Effective Date and shall be of permanent effect unless terminated with the written consent of the Town.

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 Town, which consent shall not be unreasonably withheld.
- (d) Subject to clause 2.2(e), on the person who is at the time the Owner ("Outgoing Owner") transferring the whole of that person's interest in the Place to another person, the Outgoing Owner is released from all personal liability under this Agreement. For the avoidance of doubt, this clause 2.2(d) operates only to release the Outgoing Owner personally and does not release, vary or otherwise affect the obligations of the Owner under, or in connection with, this Agreement.
- (e) The provisions of clause 2.2(d) shall not apply in respect of any liability or claim which arose prior to the date of registration of the transfer of the whole of the interest of the Outgoing Owner to another person.

PART 3 DEVELOPMENT AND CONSERVATION

3.1 Conservation Policy

The parties acknowledge that the Conservation Policy 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 Policy are described in the Annexures.

3.2 Conservation Works

The Owner is required to carry out the Conservation Works by the Completion Date. All such works must be referred to the Town for advice prior to the works actually being undertaken.

3.3 Development

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

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

3.4 Maintenance

The Owner shall ensure that:

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

3.5 Conservation Consultant

The Owner must appoint a consultant approved in advance in writing by the Town to supervise any Development of the Place or other action which requires the approval of the Town 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 Town.
- (b) The Owner must ensure that a proper, detailed and comprehensive written report is provided to the Town within 60 days after receipt of a written request from the Town 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 Town requires further information, detail, explanation or other clarification beyond that provided in a submitted report, the Town shall notify the Owner in writing of the particular information required and the time in which the Owner is to provide that information, which shall not

be less than 30 days from the date of receipt of the written notice from the Town.

- (d) The Owner's failure to provide any report or additional information required under this Clause 3.6 shall constitute an Event of Default.

3.7 Insurance

- (a) The Owner shall maintain an insurance policy with a reputable insurance company approved in advance in writing by the Town, 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 Town. In the event of damage or destruction the Owner shall, using monies recovered from its insurance policy and its own monies, fully and properly replace, reinstate or restore the destroyed or damaged Significant Fabric.
- (b) In the event of a dispute between the parties as to whether replacement, reinstatement or restoration of the Significant Fabric is practical and feasible, following an occurrence of damage to or destruction of the Place, prior to seeking any legal remedies the parties shall attempt to resolve the dispute through good faith negotiation and, if necessary, informal mediation facilitated by a neutral mediator acceptable to all parties to the dispute. The parties shall each bear their own costs associated with any such negotiation or informal mediation.

3.8 Compliance with Statutes

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

PART 4 TOWN'S RIGHTS OF ENTRY AND POWERS OF INSPECTION

4.1 Town's rights of entry and powers of inspection

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

5.2 Rights and remedies of Town

In the event any Event of Default occurs, the Town 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 Town'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 Town 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 Town under the Act, and nothing in this Agreement limits or prejudices or shall hinder the exercise by the Town or the Minister or any other person of any of the rights, powers or remedies available to the Town, the Minister or that person under the Act if an Event of Default occurs, or any other event occurs which is a breach of any provision of the Act.

5.3 Land and Place at risk of Owner

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

5.4 Interest on overdue money

If the Owner becomes liable to pay any amount of money to the Town pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner shall pay to the Town 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 Town, is to be calculated on

daily balances, and is to be at the rate then payable on judgment debts pursuant to the provisions of the *Supreme Court Act (WA) 1935*.

PART 6 NOTICES

6.1 Form of notices

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

- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the Party giving, serving or making the notice, or if executed on such Party's behalf by any officer, director, attorney or solicitor having the authority to so act for such Party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.6, if executed by the relevant consultant appointed pursuant to clause 3.5;
- (d) shall be deemed to have been duly served, given or made in relation to a person if it is delivered or posted by prepaid post to the address, or sent by facsimile or sent by email to the address of that person identified in clause 6.2 or at such other address or number as is notified in writing by that person to the other Parties from time to time; and
- (e) shall be deemed to be served, given or made:
 - (i) if delivered by hand, on delivery;
 - (ii) if sent by prepaid post, on the second day after the date of posting;
 - (iii) if sent by facsimile, on receipt of a transmission report confirming successful transmission; and
 - (iv) if sent by email, on receipt of confirmation of successful delivery.

6.2 Address for notices

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

- (a) the Town:

Town of East Fremantle
135 Canning Highway
EAST FREMANTLE WA 6158

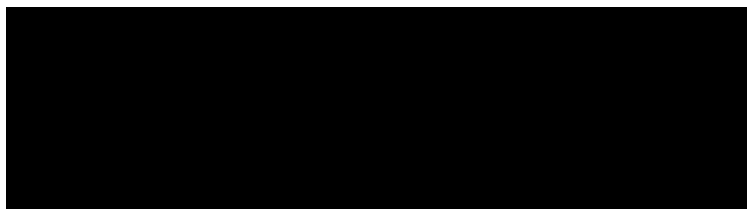
Phone: (08) 9339 9339

Fax: (08) 9339 3399

Email: admin@eastfremantle.wa.gov.au

ATTENTION: <name or title of individual>

- (b) the Owner:



PART 7 GENERAL

7.1 Variation to be in writing

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

7.2 Governing Law

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

7.3 Further assurances

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

7.4 Extension of time by Town

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

7.5 Costs

- (a) The Owner shall pay or reimburse the Town on demand for all costs and expenses incurred by the Town in relation to:
 - (i) the exercise or enforcement by the Town 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 Town, including (without limitation) the Town's legal costs and expenses.
- (b) Each party shall pay all its own legal costs and expenses in relation to the preparation, execution and stamping of this Agreement.

7.6 No Waiver

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

THE SCHEDULE

- Item 1: Place**
Residence, 41 Osborne Road (HCWA Database No. 19616), located at 41 Osborne Road, East Fremantle, Western Australia, 6158, 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 the entire house, driveway and brick fences, including all of the alterations and additions through 1978, except for the 1978 laundry and garages which are considered intrusive.
- Item 3: Conservation Policy**
The Conservation Policy is described in *Proposed Development and Heritage Impact Study: 41 Osborne Road East Fremantle*, prepared by Alex C Wills (May 2014), attached as Annexure C.
- Item 4: Land**
Lot 16 on Deposited Plan 1754 being the whole of the land contained in Certificate of Title Volume 704 Folio 159.
- Item 5: Conservation Works**
The schedule of works described in Annexure A.
- Item 6: Maintenance**
The schedule of maintenance activities described in Annexure B.



EXECUTED AS A DEED

THE COMMON SEAL of the **TOWN OF EAST FREMANTLE** is affixed by authority of its Council in the presence of:



Signature of authorised person

Acting CEO

Office held

GARY CLARK

Name of authorised person

17/11/14

Date signed



Signature of authorised person

MAYOR

Office held

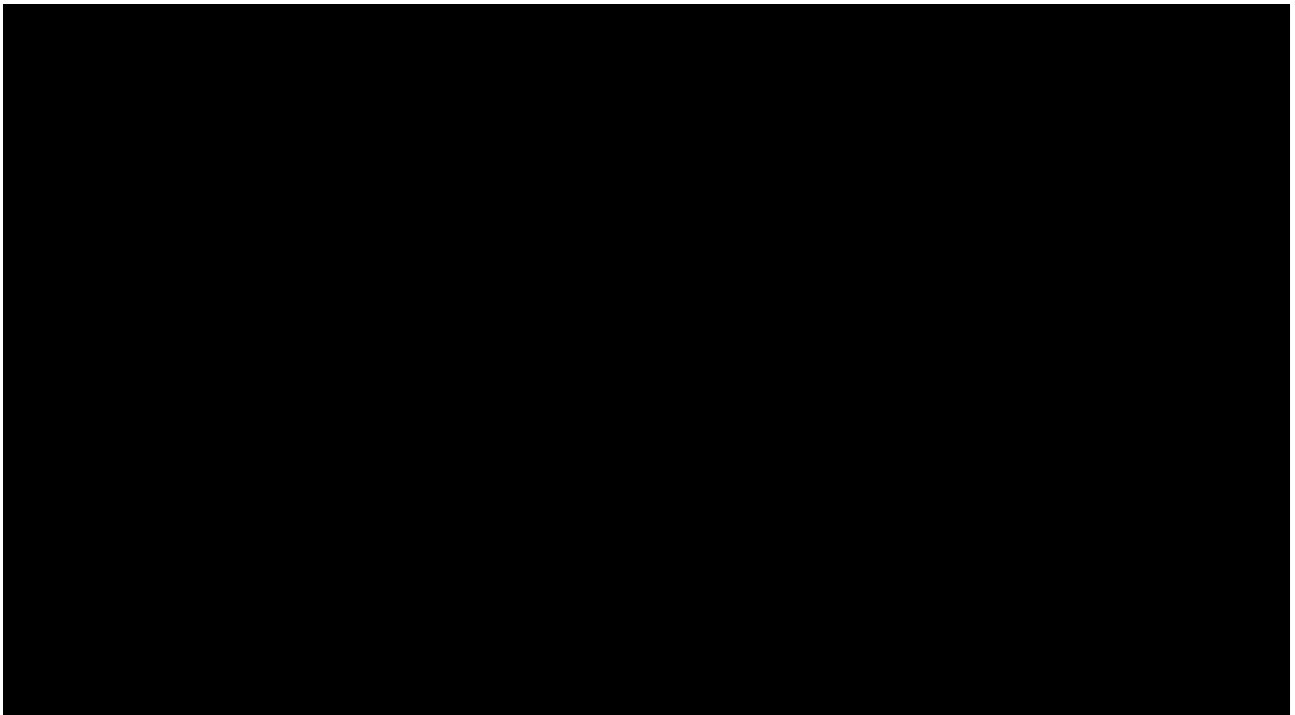
JAMES O'NEIL

Name of authorised person

20/11/14

Date signed

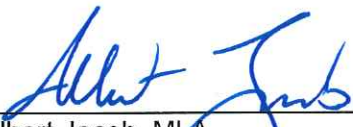
For the OWNER:



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

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

Dated the 27th day of November 2014.



Albert Jacob, MLA
Minister for Environment; Heritage

Annexure A

Conservation Works

To be completed within three years of the Effective Date:

1. Retaining the masonry rendered wall to the original house ~~including the sleep out~~. Repaint with lighter colour from an appropriate heritage colour range, based upon established surrounding historical examples.
2. The roof to be cleaned and insulated between the ceiling joists. Make good existing gutters, clean and paint white. Downpipes to be replaced where of poor condition and painted white.
3. Retain existing timber posts and paint white (metal posts were introduced to replace timber in 1960). Retain Federation style brackets and paint white.
4. Repaint concrete verandah flooring with appropriate heritage colour paint.
5. Repaint existing timber windows in white.
6. Front fence: Remove render. Make good existing stonework with lime mortar; rebuild of poor quality. Install white picket fencing between piers. New work in solid natural limestone.
7. Driveway: Replace existing bitumen with new red and introduce two visitor bays, retain existing low front wall, install white painted timber picket fence between piers and continue with a new limestone wall to form house garden enclosure.
8. Retain majority of lawn interspersed with new perimeter native plant species.

JS 14/11/14
Q

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 Town 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 buildings to ensure that the foundation is visible by 300mm in the clear.
- Promptly remove graffiti.

Annually:

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

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

Conservation Policy

Proposed Development and Heritage Impact Study: 41 Osborne Road East Fremantle,
prepared by Alex C Wills (May 2014)

PROPOSED DEVELOPMENT AND HERITAGE IMPACT STATEMENT

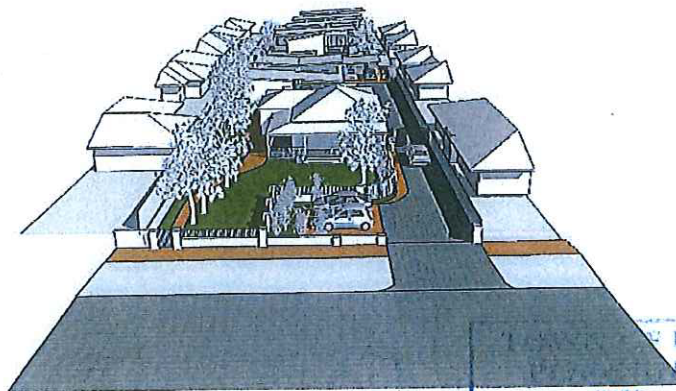
41 Osborne Road east Fremantle



Dwelling built Interwar Period

Lot established 25/2/1919

Photograph (Alex C Willis) - September 2013



CITY OF EAST FREMANTLE
PLANNING APPLICATION
DATE 3 JUN 2014 BLDG No. 80-14

Prepared for: City of East Fremantle, Heritage & Planning.

Prepared by: Alex C Willis.

M.Cult.Heritage(Deakin); P.Grad.Dip.Cult.Heritage(Deakin); BPArch.1(NewcastleUniv);
Dip.Bldg.Des.T(CIT.Perth); Dip.IntDes(CIT.Perth); CertIV.Arch.Drftg (CIT.Perth).

ACW Building Design P/I 54 Stoneham Rd. Attadale tel: 9330 5297; 0415950570;
email: alexwillis@acwdesign.com.au; webpage: www.acwdesign.com.au

Date: May 28, 2014

1. Introduction

The existing house is a close representative of a typical house built during the interwar period. The current style retains certain mass and form representative of Interwar-bungalow although added contemporary Federation style elements distract authenticity. The original use remains as of then and now – residential.

It is on the City of East Fremantle's Municipal Heritage Inventory List – Management Category C

The City of East Fremantle has identified this place as being of cultural heritage significance both within the aesthetic and representative category's, for its contribution to the streetscape, local area and East Fremantle as a collective whole. The place should be conserved in accordance with the Burra Charter (1) which has been accepted by the City as the guiding document for the conservation of places of cultural heritage significance (2).

The walls are currently red painted rendered brick; the roof is tiled and the timber windows and posts are painted. The verandah is concrete.

Viewed from Osborne Road the lot appears relatively large: the building's verandah is set some distance back from the street footpath of approx 17 metres; has a large unused area of land to the rear stretching from the rear of the house to the boundary. From the street there are six adjoining group dwellings to the south at approx 1m above # 41 lot level, while the six group dwellings to the north has been built slightly lower than #41. Both side developments are built close to the street. On the south side of the heritage house there is a meandering tree-lined concrete footpath leading from the street to the house; the remainder of the front garden is an extensive area of lawn. A bitumen drive passes along the northern boundary fence to garages behind the house. A low red painted rendered wall is located on the street boundary.

2. Chronology

Over the years the property has passed through several owners; alterations and additions have occurred as the needs of the occupants changed:

- a) Interwar 1919 – 1945: house consisted of 2 bedrooms, kitchen/dining, lounge, entry, bathroom and verandah.
- b) 1947: Sleep-out, vestibule and dressing room added to the rear of house. Asbestos clad, lattice, louvred lean-to.
- c) 1957: Masonry and metal roofed double garage built approx 12m beyond the rear of the house.
- d) 1960: Alterations: metal verandah columns replaced with timber; timber verandah replaced with concrete; replace timber framed rear of house sleep-out walls with masonry.
- e) 1978: Alterations, Additions to rear of house ie: bedroom, family, bathroom, laundry and garage – metal low pitch roof.

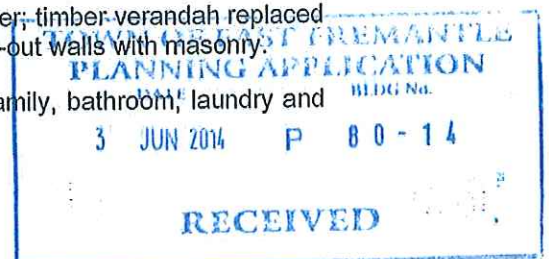
3. Place Record Form Heritage Survey 2006

Rating and Assessment are deemed within the higher range, 1 being highest and 5 being lowest:

Aesthetic Value 2; Architectural Merit 2; Rarity Value 3; Group Precinct Value 2; Condition 2; Integrity 3. Significance has been assessed as aesthetic and representative.

4. Proposal

The proposal envisages two stages of strata development:



- 1) Build four additional two storey group dwellings to the unused area of land to the rear of the lot. Separating the heritage listed house will be garages and car ports; an existing deep sewer runs between the existing house and proposed group dwellings.
- 2) Demolish, laundry and garages only; build adjoining 1978 additions a new laundry. A masonry – rendered store will be added to the southern boundary.
- 3) Restore the existing heritage listed house by way of (external only):
 - a) Retaining the masonry rendered wall to the original house including the sleep out. Repaint with lighter colour from an appropriate heritage colour range, based upon established surrounding historical examples.

Note: This was not always the case:

Current owner recalls conversation with previous owner that a render was applied over face brickwork. It was of a high cement – hard mix. Not in this application future work may see the render removed.

- b) The roof to be cleaned and Insulated between the ceiling joists.
Make good existing gutters, clean and paint white. Downpipes to be replaced where of poor condition and painted white.
- d) Retain existing timber posts (metal posts were introduced to replace timber in 1960) - repaint white. Retain Federation style brackets - paint white.
- e) Repaint concrete verandah flooring with appropriate heritage colour paint.
Note: This was not always the case:
A timber verandah existed as documented on 1960 plan. Not in this application future work may see this re-established.
- f) Repaint existing timber windows in white.
- g) Front fence: Remove render. Make good existing stonework with lime mortar; rebuild of poor quality. Install white picket fencing between piers. New work in solid natural limestone.
- h) Driveway: Replace existing bitumen with new red and introduce two visitor bays – retain existing low front wall – install white painted timber picket fence between piers – continue with a new limestone wall to form house garden enclosure.
- i) Retain majority of lawn interspersed with new perimeter native plant species.

4) In recognition of the existing house fabric: face brick, render, similar materials though of different texture colour and form will be adopted to the four group dwellings, offering, not an historical duplication but offering a sensitive modern contrast, illustrating the significance of a bygone historical style.



5) Reason for Work

- a) The four new dwellings provide additional, affordable residential accommodation in close proximity to the school and within walking distance of Canning Highway; parking is not viewed from the street.
- b) Make effective use of space within R. Code provisions and local authority policies.
- c) Return to existing dwelling to a modest level of authenticity recognized and known by its earlier historic state by removing 'insensitive' paint coloured accretions.

6) Impact on Heritage Fabric

The visual setting of the four new dwellings is deliberately distanced from the existing: behind and of some distance backing terms of line of view from Osborne Road. With a differing materiality the heritage house to the front maintains its street prominence, significance and sensitivity. In view of this, the lack of intrusion within the house envelope does not affect the relationship. The new work is identifiable as such.

The four new dwellings deliberately transition between the higher southern adjoining land by way of restricting the two-storey part to its core, staggered and enjoying a frontal aspect.

With the existing house, sufficient street evidence exists of an earlier comparable state. The external restoration should reveal and retain culturally significant aspects of the fabric which are currently masked by layers incompatible with its authenticity; traditional techniques and materials will be preferred. The current physical state is considered fair – good. Current authenticity is considered medium. The proposal envisages the authenticity to improve.

It is anticipated that the overall development will not only adapt to current regulatory changes but also contribute to the preservation that is, maintaining the fabric of a place in a state retarding deterioration. In many ways, such as encouraging greater property options this development advances the conservation in terms of looking after the place.

7) Impact on Values in Statement of Significance

a) Contributing to the streetscape aesthetic significance will be improved by way of recognizing the existing dwelling's authenticity; the new dwelling governance is not disadvantageous to this existing prominence.

b) The historic link is stronger by way of returning the fabric closer to its original; this maintains established associations with family, friends and neighborhood. This is significance owing to recognition of an earlier Interwar style. This inter-war identity has not been lost, contrary, it demonstrates a clearer recognition.

c) The quality and representativeness contributes to further understanding; scientific significance such as the walling and roof restorations ensures conservation and preservation of an earlier period.

d) The development contributes beyond sentiment: of social significance the new work addresses its association with the community by way of a continuing residential custom.

e) There is no loss of individuality; the uniqueness, the rarity has not been lost. Any endangerment through loss to this area has been prevented. The development will maintain its integrity.

f) Representativeness, in terms of any redeeming aspects, the development will demonstrate: contemporary social values - a respect of fabric and form. It is a good example of its type, a particular period and an architectural style.

8) Conclusion

Conservation of a place takes into consideration without unwanted emphasis on any one value at the expense of others. This development proposes to retain the heritage values and appropriately introduce fresh measures without compromising both intangible and tangible associations.

References:

1. Burra Charter (ICOMOS) Guidelines may 25, 1985 rev April 1988
2. Heritage Survey, Municipal Heritage Inventory, Place Record Form, 2006

