

COPY

HERITAGE COUNCIL OF WESTERN AUSTRALIA

and

[REDACTED]

HERITAGE AGREEMENT

**"Colwyn"
50 Victoria Avenue,
Claremont**

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S 18(1) of the Heritage of WA Act
HERITAGE AGREEMENT
EXEMPT from W.A. Stamp Duty 1990

Stampson

for Commissioner of State Revenue

"Colwyn"

50 Victoria Avenue, Claremont

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WESTERN AUSTRALIA STAMP DUTY
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EXEMPT 100%

THIS AGREEMENT is made on the *20th* day of *December* 2007 between the following parties:

1. **HERITAGE COUNCIL OF WESTERN AUSTRALIA** a corporate body established pursuant to the *Heritage of Western Australia Act 1990*, of 108 Adelaide Terrace, East Perth, Western Australia 6004 (the "Council"); and

2. [REDACTED]

RECITALS

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

AGREEMENT

The Parties agree with each other as follows:

PART 1
DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Agreement, unless the contrary intention appears:

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

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

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

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

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

“Construction Completion Date” means:

- (a) in the case of "Essential Works" as described in the Conservation Works, the date within 2 years after the Effective Date of this Agreement; and
- (b) in the case of "Desirable Works – Medium Term" as described in the Conservation Works, the date within 5 years after the Effective Date of this Agreement;

“Construction Period” means:

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

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

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

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

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

“Event of Default” is defined in clause 5.1;

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

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

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

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

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

"Owner" means:

- (a) subject to clause 2.2(d), [REDACTED], 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 and has the same meaning as in the Act;

"Significant Fabric" means those parts of the Fabric specified in Item 2 of the Schedule;

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

and

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

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

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

PART 2
COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT

2.1 Commencement and Duration of this Agreement

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

2.2 Scope of this Agreement

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

PART 3
DEVELOPMENT AND CONSERVATION

3.1 Conservation Plan

The parties acknowledge that the Conservation Plan is the primary guiding document for the conservation and future use of the Place and should be read in conjunction with this Agreement as an essential reference document. For the avoidance of doubt, all express obligations on the Owner in this Agreement which are derived from the Conservation Plan are described in the Annexures.

3.2 Conservation Works

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

3.3 Development

The Owner shall not:

- (a) carry out any Development; or
- (b) without prejudice to the generality of clause 3.3(a), do or permit to be done anything on or in relation to the Place which adversely affects the cultural heritage significance or characteristics of the Place; or
- (c) sub-divide or make application to sub-divide the Land, other than the subdivision approved by the Western Australian Planning Commission on 21 May 2007 and for which execution of this Agreement is a pre-condition;

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

3.4 Maintenance

- (a) The Owner shall ensure that the Significant Fabric, 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.
- (b) Without limitation to clause 3.4(a), the Owner shall undertake the Maintenance.

3.5 Conservation Consultant

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

3.6 Reporting

(a) Reports to be Prepared by Consultant

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

(b) Reports to be Acceptable to Council

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

(c) Annual Reports

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

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

(d) Reports on Conservation Works

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

- (i) not later than 30 days after the "Essential Works" as described in the Conservation Works are completed; and
- (ii) not later than 30 days after the "Desirable Works – Medium Term" as described in the Conservation Works are completed.

3.7 Insurance

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

3.8 Compliance with Statutes

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

3.9 Design Guidelines

Any development of the Place shall comply with the design guidelines in Item 8 of the Schedule.

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

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

5.2 Rights and remedies of Council

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

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

5.3 Land and Place at risk of Owner

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

5.4 Interest on overdue money

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

PART 6 NOTICES

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

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

(iv) (in the case of delivery by hand) on delivery.

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

(a) the **Council**:

Heritage Council of Western Australia
PO Box 6201
East Perth WA 6892

Phone: (08) 9221 4177
Fax: (08) 9221 4151

Attention: Manager, Conservation & Assessment

(b) the **Owner**:

[REDACTED]
[REDACTED]
[REDACTED]

Attention: [REDACTED]

[REDACTED]
[REDACTED]

Mobile: [REDACTED]

PART 7 GENERAL

7.1 Variation to be in writing

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

7.2 Governing Law

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

7.3 Further assurances

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

7.4 Extension of time by Council

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

7.5 Costs

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

THE SCHEDULE

Item 1: Place

"Colwyn" 50 Victoria Avenue, Claremont, WA 6010, and consists of:

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

Item 2: Significant Fabric

The Significant Fabric is described in Annexure A.

Item 3: Conservation Policy

The Conservation Policy is described in Annexure B.

Item 4: Land

Lots 1 and 2 on Diagram 504 being the whole of the land comprised in Certificate of Title Volume 2114 Folio 371.

Item 5: Conservation Plan

'Colwyn' 50 Victoria Avenue, Claremont Conservation Plan prepared by Hocking Planning and Architecture for Olympic Holdings Pty Ltd, October 2006.

Item 6: Conservation Works

The schedule of works described in Annexure C.

Item 7: Maintenance

The schedule of maintenance activities described in Annexure D.

Item 8: Design Guidelines

The design guidelines and building envelope specifications described in Annexure E.



EXECUTED AS A DEED

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

A handwritten signature in dark ink, appearing to be "J. Jones", written over a horizontal line.

Signature of authorised person

A handwritten signature in dark ink, appearing to be "A. Stewart", written over a horizontal line.

Signature of authorised person

The word "Director" written in a cursive, handwritten style over a horizontal line.

Office held

The word "CHAIR" written in a cursive, handwritten style over a horizontal line.

Office held

The name "IAN. H. BAXTER" written in a cursive, handwritten style over a horizontal line.

Name of authorised person

The name "GERALD IAN GAUNTLET" written in a cursive, handwritten style over a horizontal line.

Name of authorised person

For [REDACTED] in accordance with the Corporations Act 2001 (Cth) by the authority of its directors in the presence of:

A solid black rectangular box used to redact a signature.

Si

A solid black rectangular box used to redact a signature.

The word "DIRECTOR" written in a cursive, handwritten style over a horizontal line.

Office held

The word "Witness" written in a cursive, handwritten style over a horizontal line.

Office held


A solid black rectangular box used to redact a signature.

A solid black rectangular box used to redact a signature.

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

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

Dated the 24TH day of December 2007.



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

Annexure A

Significant Fabric

The Significant Fabric is defined in Section 6 of the Conservation Plan, pp155-162.

Annexure B

Conservation Policy

The Conservation Policy is defined in Section 7 of the Conservation Plan, pp 163-182.

Annexure C

Conservation Works

The Conservation Works, below, are taken from Section 8 of the Conservation Plan, pp 183-186.

Essential Works (to be completed within two years after the Effective Date):

- Prepare a site drainage plan, recognizing that the lower half of the site is within a flood plain.
- Lift roof tiles as necessary to inspect condition of roof framing and soffit linings. Replace roof tiles and substitute where necessary.
- Remediate and/or replace defective roof framing.
- Reline all valleys ensuring widths adequate for current roof drainage standards.
- Remediate and/or replace defective soffit linings and roof battens.
- Remediate and/or replace defective eaves linings and bargeboards.
- Investigate condition of flashing along critical areas (valleys, ridge, around chimneys, etc.); remediate and/or replace as necessary.
- Remediate and/or replace defective render on chimneys.
- Remediate and/or replace defective brickwork and repoint all chimneys, paying particular attention to condition of chimney within roof spaces.
- Rationalise storm-water disposal system, particularly at high level on the south.
- Retain existing gutters; replace missing or deteriorated sections; reinstate, if original profiles known.
- Remove all PVC downpipes and replace; reinstate original cross sections if known.
- Investigate options for relocating the sewer line at a greater depth below existing ground levels.
- Remove intrusive adaptations; new adaptations to be seamless with original.

Desirable Works — Medium Term (to be completed within five years after the Effective Date):

- Remove all cement-rich mortars to brick joints and replace with lime mortars matching original. The mortar strength shall be less than the strength of the bricks.
- Strike mortar joints to match original tuckpointing.
- Examine, repair and tuckpoint all brickwork as necessary.
- Remove all façade lintels and replace with new.
- Examine all glazing and leadlights; repair and/or replace as necessary. Leadlights to be recased as necessary.
- Repair and repaint all exterior door and window joinery as necessary.
- Refurbish original exterior door and window furniture. Replace inappropriate non-original exterior door and window furniture with selected replacements.
- Remove intrusive exterior adaptations; new adaptations to be seamless with original.

Annexure C (continued)

Desirable Works — Medium Term (to be completed within five years after the Effective Date):

- Refurbish existing verandah posts, bressemeres and wall plates.
- Reconstruct verandah moulding only as necessary, in accordance with documentary evidence, and provide new solid timber rafts at corners.
- Repair and repaint as necessary all above-ground verandah framing
- Investigate all below-ground verandah framing and repair/replace as necessary.
- Inspect verandah flooring and repair/replace as necessary and finish with selected natural finish.
- Examine the South verandah lower-level footings for soundness and remediate as necessary.
- Lift floor levels of upper and lower south verandahs to flatten crossfalls without losing structural integrity.
- Conserve in situ all south verandah balustrades. Reconstruct balusters, where necessary, to match originals
- Demolish infill development on the east and west façades.
- Retain and conserve all original internal fabric, including timber floors; skirtings; door and window frames and joinery; and ceilings and cornices.
- Retain and conserve all original interior details and accessories, including fireplaces; fireplace surrounds; mantels; overmantels; chandeliers; and door and window hardware.
- Undertake paint scrape research to determine earlier applied interior finishes and colours. Base restoration colour schemes on historical research.
- Conserve and finish original interior elements and fittings – including timber dado and paneling, staircase, and timber friezes – consistent with historical research. Replacements to be consistent with the style or reconstruction of the original.
- Replace and upgrade electrical, plumbing and telecommunications services as required to meet BCA requirements, in a non-intrusive manner.

Annexure D

Maintenance

The Maintenance 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:

- Maintain ground levels around the building below the damp-proof course, or equivalent.
- Keep grass, plantings and other vegetation on the perimeter of the house trimmed.

Annually:

- Sweep chimneys and clean fireplaces (if in use).
- Inspect house and outbuildings for white ants 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:

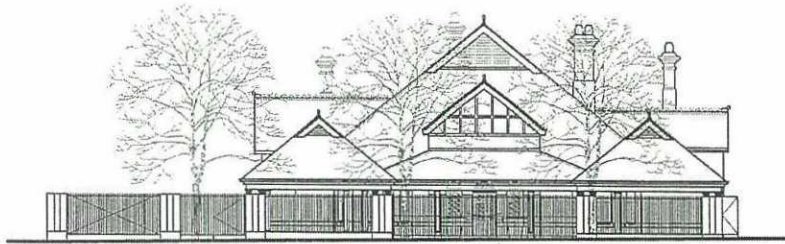
- Inspect wall flashings, box gutters and downpipes for corrosion and repair as necessary
- Inspect and repair external glazing as necessary.

Annexure E

Design Guidelines

The landscaping, height limits, built form and other characteristics of any development of the Place shall conform to the following "Design Guidelines for Lots 71 & 72, 50 Victoria Avenue, Claremont" prepared by Hocking & Associates Planning and Architecture for [REDACTED].

The maximum building envelope for any new structures built between the existing "Colwyn" house and the Swan River are describing in the following drawings by Hocking Planning and Associates, numbered SK 2-01, SK 2-02, SK 2-03 and SK 2-04 .



SYMMETRY OF COLWYN NORTH FACADE

The north facade of Colwyn should be seen through a symmetrical setting of open carports and front fence as approved.

VICTORIA AVENUE FRONTAGE

The whole of the Victoria Avenue frontage of Lots 71 and 72 should be landscaped as a single co-ordinated design for hard and soft landscaping.

The hard and soft landscaping should reflect the character and the details of Colwyn residence.

The open front fence should provide maximum visibility to Colwyn residence and along the battleaxe leg to the Swan River foreshore. Hedges or other massed plantings should be no higher than 750mm, so as not to obscure Colwyn when viewed from Victoria Avenue.

VICTORIA AVENUE

DESIGN GUIDELINES FOR LOTS 71 & 72 50 VICTORIA AVENUE CLAREMONT



Prepared for



Prepared by



HOCKING
PLANNING AND
ARCHITECTURE



EXISTING SITUATION AT FORESHORE SITE BOUNDARY

Colwyn residence is entered on the State Register of Heritage Places and the Town of Claremont Municipal Heritage Inventory and Heritage List



HEIGHT LIMITS & SETBACKS

All new development on Lot 72 must be contained within the height limits & setbacks of the approved Building Envelopes

No lift over runs, staircase towers, antennas, discs, plant rooms or any other appurtenance is permitted to protrude through the height limits.

BUILT FORM

Residential development of Lot 72 (foreshore) should have a horizontal emphasis to its built elements to provide a visual podium to Colwyn residence.

The development is encouraged to reflect the bay widths of the Colwyn verandahs.

The roof form of development on Lot 72 could be pitched and/or flat. Whichever form of roof is adopted should provide an attractive roofscape when viewed from Colwyn and from the Swan River foreshore. Flat roofs should be screened from view and/or landscaped.

Visual intrusions on the roof are not permitted (eg, rooftop vegetation, satellite dishes and other appurtenances).

Flat roofs should be screened from view and/or softened with ground cover grown in shallow landscaping containers (within the all-inclusive roof level depicted in these guidelines).

COLOURS & MATERIALS

The colour palette and materials should be selected to not diminish the visual dominance of the Colwyn residence.

Natural materials such as limestone, earth-toned brickwork, terracotta roof tiles, slates are encouraged; judicious use of glass and painted steelwork is supported.

The colour palette should exclude bright white finishes that make new structures more visually prominent; darker colours are preferred. A palette of light pastel tones typical of Art Deco buildings would also be acceptable.

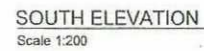
LANDSCAPING


Hard and soft landscaping of Lot 72 should not have elements which diminish the visual dominance of the Colwyn residence.

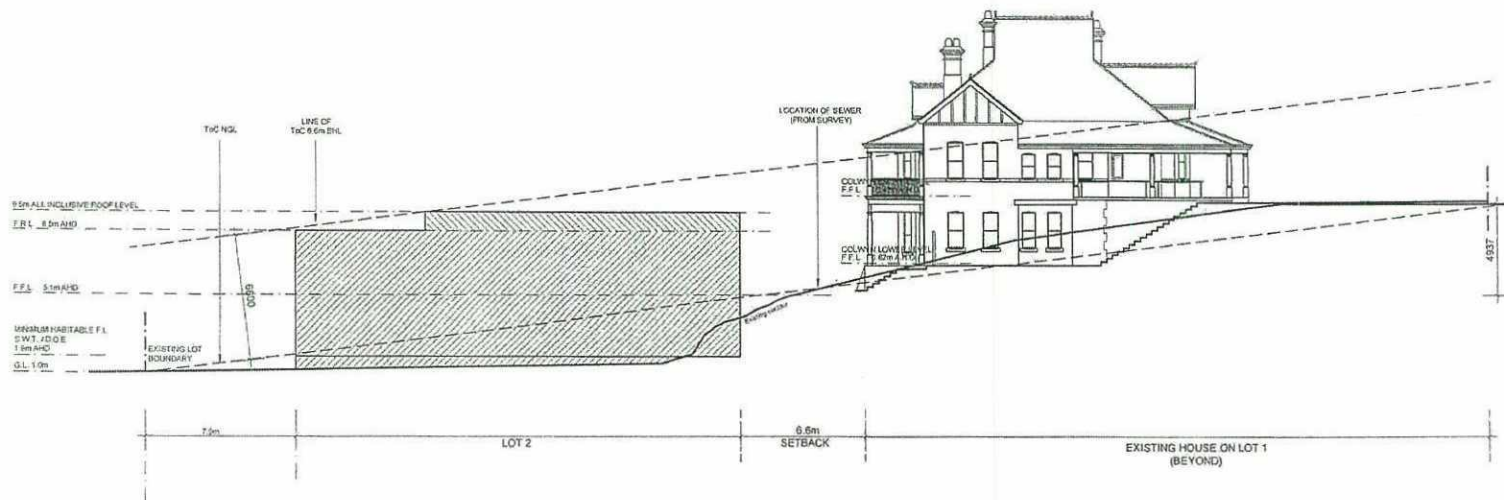
Hard and soft landscaping of the battleaxe leg of Lot 72, the spaces between the new residence and Colwyn, and the side setbacks of the new residence should reflect the plantings and finishes of the late pre World War I period of Colwyn.

Hard and soft landscaping to the foreshore setback should complement the character of the new residence.

AHD	Australian Height Datum.
S.W.T./D.O.E.	Swan River Trust / Department of Environment minimum finished floor level
F.F.L.	Finish floor level
F.R.L.	Finish roof level



 <p>HOCKING PLANNING & ARCHITECTURE PO Box 5088 HEDDERSBURN VIC 3015 Telephone 03 9359 2200 Facsimile 03 9359 2217 Email info@hocking-pa.com.au</p>	<p>Client OLYMPIC HOLDINGS PT</p> <p>Project 50 VICTORIA AVENUE, CLAREMONT Proposed Development on Lot 2 & 3</p>	<p>Issue AS SHOWN (Applies to A3 drawings only)</p> <p>Project No 2009 - 12</p> <p>Drawing Title SOUTH ELEVATION</p> <p>Drawing Date INFORMATION ONLY</p>	<p>Rev 01 LAYDOWN REVISION 02 REVISION FOR HEDDERSBURN COUNCIL</p> <p>Rev 01 02</p> <p>Rev 01 02</p> <p>Rev 01 02</p>	<p>Rev 01 02</p> <p>Rev 01 02</p> <p>Rev 01 02</p> <p>Rev 01 02</p>
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NOTES:


AHD Australian Height Datum.
 ToC 6.6m B.H.L. Town of Claremont building height limit.
 S.W.T./D.O.E. Swan River Trust / Department of
 Environment minimum finished floor level
 ToC N.G.L. Town of Claremont Natural ground line

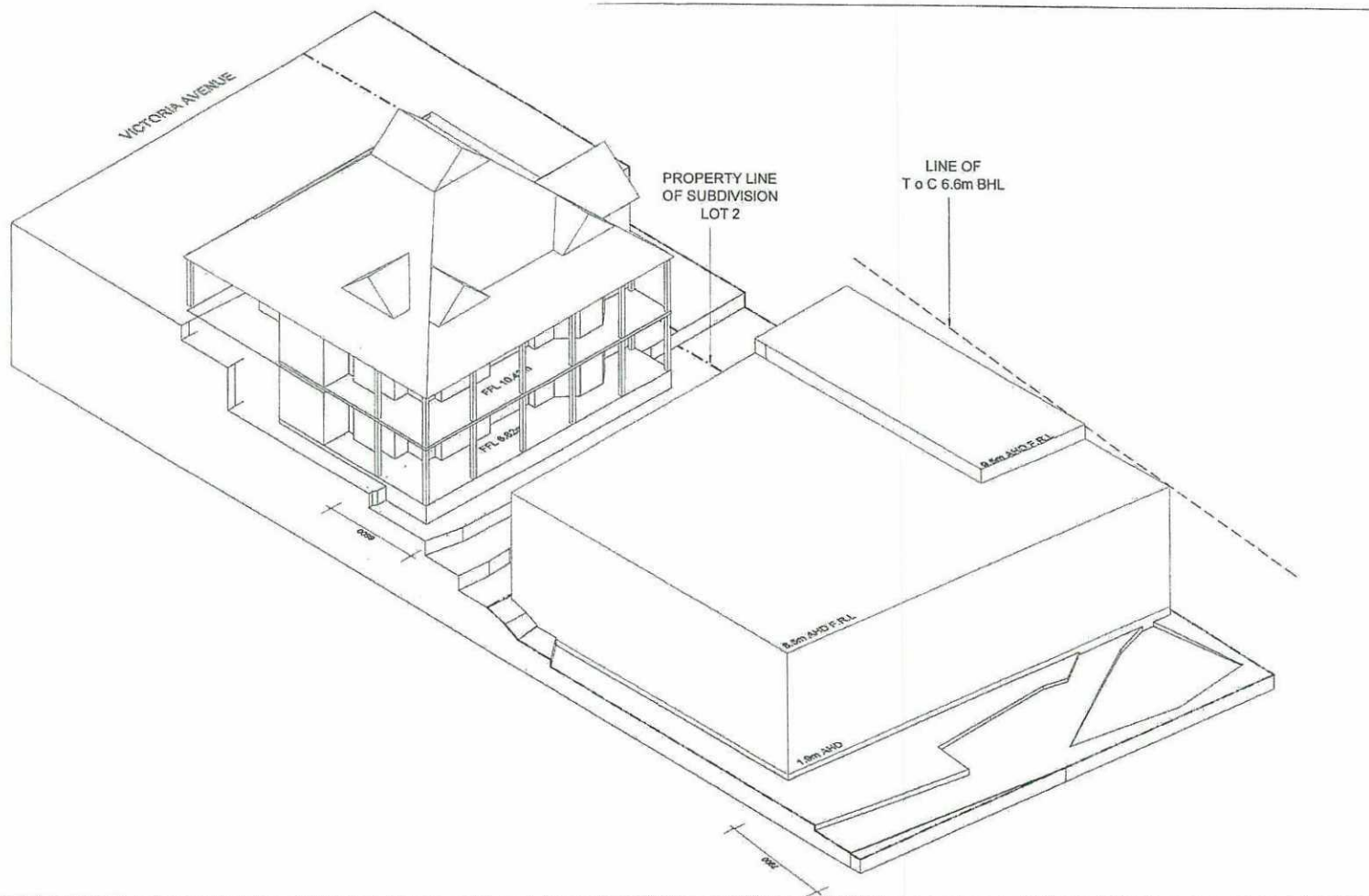
EAST ELEVATION LOT 2
 Scale 1:200


NOTES:

ToC TPS measures building heights from natural ground line not S.W.T./D.O.E. finished floor level.

Building envelopes shown are inclusive of verandahs, roofs and balustrades. The site cover requirements of the R Design Codes would be configured within the building envelopes.

 <div>HOCKING PLANNING & ARCHITECTURE P.O. Box 7541 STURTON PARK W.A. 6006 Telephone: 08 9 438 2339 Facsimile: 08 9 438 2337 Email: info@hocking-planning.com.au</div>	<div>Client: OLYMPIC HOLDINGS P/L</div> <div>Project: 50 VICTORIA AVENUE, CLAREMONT Proposed Development on Lot 2 & 3</div>	<div>Date: AS SHOWN (Applies to A3 drawings only)</div> <div>Project No: 2006 - 12</div> <div>Drawing No: EAST ELEVATION LOT 2</div> <div>Drawing Title: INFORMATION ONLY</div>	<table><tr><td>Rev</td><td>Description</td><td>By</td><td>Date</td><td>Client Ref</td><td>200612_070205_BLDG ENV DWG</td><td>Sheet</td><td>YNS</td></tr><tr><td>01</td><td>ISSUED FOR PERMIT</td><td>SA</td><td>07/06</td><td>Project No</td><td>200612_070205</td><td>Drawn</td><td>27.02.06</td></tr><tr><td>02</td><td>ISSUED FOR PERMIT</td><td>SA</td><td>07/06</td><td>Project No</td><td>200612_070205</td><td>Checked</td><td>06.02.07</td></tr><tr><td>03</td><td>ISSUED FOR PERMIT</td><td>SA</td><td>07/06</td><td>Project No</td><td>200612_070205</td><td>Rev</td><td>R01</td></tr></table>	Rev	Description	By	Date	Client Ref	200612_070205_BLDG ENV DWG	Sheet	YNS	01	ISSUED FOR PERMIT	SA	07/06	Project No	200612_070205	Drawn	27.02.06	02	ISSUED FOR PERMIT	SA	07/06	Project No	200612_070205	Checked	06.02.07	03	ISSUED FOR PERMIT	SA	07/06	Project No	200612_070205	Rev	R01
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	HOCKING PLANNING & ARCHITECTURE P.O. Box 2041 SEEDHON PARK WA 6042 Telephone 08 9 437 20 00 Facsimile 08 9 437 20 07 Email info@hockingpa.com.au	Client	OLYMPIC HOLDINGS P/L	Scale	NOT TO SCALE (Applies to A3 drawings only)	Rev	Date	Description	By	Check	Scale	Notes	Rev	Date	Description	By	Check	Scale	Notes				
		Project	50 VICTORIA AVENUE, CLAREMONT Proposed Development on Lot 2	Project No.	2009 - 12	Drawing No.	VIEW FROM SOUTH WEST LOT 2	Drawing Date	INFORMATION ONLY	Rev	Date	Description	By	Check	Scale	Notes	Rev	Date	Description	By	Check	Scale	Notes
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