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LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. **LF 14336832**



11:01 09-Aug-2024
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REGISTRAR-GENERAL

By-Laws

Community Corporation No. 43324 Incorporated

69-77 Drayton Street, BOWDEN.

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Community Corporation Number 43324 Incorporated

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Important Notice

COMMUNITY TITLES ACT

BY-LAWS

COMMUNITY CORPORATION NUMBER 43324 INCORPORATED

IMPORTANT NOTICE

These By-Laws bind the Community Corporation, the Lotoholders of the Community Lots and any persons entering the Community Parcel.

These By-Laws relate to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with section 39 of the *Community Titles Act 1996* and Regulations.

Part 1 - Definitions

1. Defined Terms

In the interpretation of these By-Laws, unless the context shall otherwise require or admit:

Act means the *Community Titles Act 1996* (SA) as amended from time to time.

Body Corporate Manager means a manager appointed pursuant to clause 2(c) of these By-Laws and section 75(5) of the Act.

Common Property means the Common Property created by the Community Plan.

Corporation means Community Corporation No. 43324 Incorporated, established in accordance with the Act when the Community Plan is deposited by the Registrar-General in the Lands Titles Registration Office.

Community Parcel means the land divided by a plan of community division situated at 69-77 Drayton Street, BOWDEN, being Allotment 56 in Filed Plan 121903 in Certificate of Title Volume 5732 Folio 525 being the whole of the land comprised in the Community Plan. It does not include a street, road, thoroughfare, reserve or other similar open space vested in a council or prescribed authority or that has reverted to the Crown.

Community Plan means the plan of community division in respect of which these By-Laws are filed, being Community Corporation Plan No. 43324.

Council means the municipal council or the district council within which the lot and Community Parcel is located, being the City of Charles Sturt.

Developer means the South Australian Housing Trust.

Law means:

- (a) any statute, regulation, ordinance, by-law or subordinate legislation in force from time to time, whether made by state, territory, federal or local government;
- (b) any other regulatory instruments applying to the Property; and
- (c) the common law applicable from time to time in South Australia.

Lot or Lots means one or more (as the context dictates) of the four (4) community lots to be created when the Community Plan is deposited by the Registrar-General in the Lands Titles Office.

Lotholder means the registered proprietor or proprietors of a Lot and where the context allows the occupier of a Lot.

Motor Vehicle means a vehicle as defined under the *Road Traffic Act 1961*.

Occupier of a Lot means a person who occupies the Lot on a temporary or permanent basis (either solely or jointly with other persons) and includes

- (a) a person who is unlawfully in occupation of a lot,
- (b) an invitee of the Owner or Occupier
- (c) if the Lot is unoccupied, the Owner of the Lot.

Ordinary Resolution of a community corporation means a resolution passed at a properly convened meeting of the corporation by a simple majority of the votes of members present and voting on the resolution.

Owner means the Owner of a Lot.

Person means an Occupier, the Owner, residents, invitees, and any member of the public.

Regulations means the *Community Titles Regulations 2011* (SA) as amended;

Except where otherwise appears words have the same meaning as are given in the Act.

Unless the contrary intention appears the following applies:

- (a) A reference to an instrument includes any variation or replacement of it.
- (b) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (c) The singular includes the plural and vice versa.
- (d) The word "person" includes a firm, a body corporate, an association or an authority.
- (e) Words of any gender include every gender.
- (f) A reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns.
- (g) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- (h) Headings are inserted for convenience and do not affect the interpretation of these By-Laws.
- (i) The obligations and restrictions in these By-Laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these By-Laws in respect of the person or persons to whom they are given.
- (j) The meaning of general words is not limited to or by specific examples introduced by the words "including", "for example" or other similar expressions.

If the whole or any part of a provision of these By-Laws is invalid, unenforceable or illegal, it is severed. The remainder of these By-Laws will have full force and effect.

Part 2 – Mandatory By-Laws

2. Administration, Management and Control of Common Property

(a) Corporation Common Property Responsibilities

The Corporation is responsible for the administration, management, control and proper use of the Common Property.

(b) Appointment of Manager

The Corporation may (but is not obliged to) appoint a Management Committee responsible to the Corporation for the administration, management and control of the Common Property.

- (i) The Corporation may appoint a manager to carry out, on behalf of the Corporation the function of administering, managing and controlling the Common Property.
- (ii) The manager shall be appointed on a contract that is subject to annual review by the Corporation.
- (iii) If on annual review the Corporation is dissatisfied with the manager's performance, the Corporation may terminate the Management Contract.

3. Use and Enjoyment of the Common Property

The Common Property is, subject to the Act and these By-Laws for the common use and enjoyment of Lotholders or Occupiers in the Community Scheme and their visitors and ingress and egress to and from the Community lots by foot or vehicle.

Attention should also be drawn to the existing common drains arrangement, which is compliant with the Adelaide Sewers Act 1878. This relates to the internal sewer drains which run below the common property of the Corporation, and are shared with the adjoining property at 25 Ninth Avenue, Bowden as detailed in the plan in Annexure A.

Part 3 – Community Parcel

4. Prohibited Activities

A person bound by these By-Laws must not on the Community Parcel:

- (a) except in a designated area, hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;
- (b) make or allow their visitors to make undue noise in or about the Community Parcel;
- (c) unreasonably, interfere or allow their visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;
- (d) use any language or behave in a manner likely to cause offence or embarrassment to persons in other Lots or on Common Property when on the Community Parcel;
- (e) damage or deface any building or sign or structure on the Community Parcel;
- (f) disobey reasonable directions or requests from an officer of the Corporation;
- (g) unless the Scheme Description or these By-Laws prescribes such use, use any portion of the Community Parcel as a restaurant, cafe or a business premises at which goods are sold to the public by retail or at which services are provided to the public or to which the public is invited to negotiate for the sale of services without the prior written consent of the Corporation;
- (h) carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;
- (i) obstruct any persons' lawful access to any Lot or to the Common Property;
- (j) park or stand a motor vehicle, or an invitee or guest to park or stand a motor vehicle other than in an allocated carport on a Lot and the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation be entitled to commence action to have any vehicle parked or standing in contravention of these By-Laws removed at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;
- (k) erect or fix any sign or notice to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law;
- (l) perform any repairs or other work of any nature on any vehicle or other equipment except for running repairs in the case of breakdown;
- (m) alter the external facade of any building or improvement forming part of the Common Property or a Lot (except to the extent necessary to maintain the Lot in good repair);
- (n) install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:
 - (i) extends outside the boundaries of a Lot; or
 - (ii) protrudes from any building forming part of a Lot, without first obtaining the prior written consent of the Corporation; or
- (o) without limiting by-law (n), affix a satellite dish to any part of the Common Property.

5. Garbage disposal

A Lot holder or Occupier of a Lot must:-

- (a) store garbage in the container(s) provided by the Corporation or the Council;
- (b) keep the container(s) within their Lot or on such part of the Common Property designated by the Corporation, in a clean and dry condition and adequately covered;
- (c) comply with all Council By-Laws and ordinances relating to the disposal of garbage;
- (d) ensure that the health, hygiene and comfort of other Lotholders or Occupiers is not adversely affected by disposal of garbage; and
- (e) ensure garbage receptacles are placed only where approved by the Committee and used only for the purpose for which they are provided and must ensure that empty bottles, boxes, used containers and similar items shall be stored tidily and so far as possible, out of sight.

Part 4 – Common Property

6. Corporation to Keep Common Property in Good Repair

The Corporation:

- (a) shall keep the Common Property in a state of good and serviceable repair and properly maintain all chattels, fixtures and fittings including any entrance statement, common area lighting, perimeter fencing, and common landscaping held by the Corporation or used in connection with the Common Property or its enjoyment by Lotholders or Occupiers and their visitors and invitees; and
- (b) may, for this purpose enter into an appropriate contract or contracts with third parties for such parties to provide those services for the benefit of Lotholders or Occupiers on behalf of the Corporation.

7. Prohibited Activities

A person shall not undertake any of the following activities or do any of the following things on the Common Property:

- (a) deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of a Lotholder, occupier or of any person lawfully using the Common Property;
- (b) camp or sleep overnight;
- (c) recreational activities which interfere with the safety or comfort of any other person;
- (d) carry on any business except with the prior written consent of the Corporation;
- (e) carry, use, discharge or expose any firearm, explosive fireworks, airgun or other weapon;
- (f) obstruct any access way;
- (g) obstruct the lawful use of the Common Property by any person including (but not limited to) obstruction by the placement thereon of free standing signs, furniture, pot plants, display or wares.;
- (h) use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;
- (i) mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property without the prior written consent of the Corporation;

- (j) consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the prior written consent of the Corporation or the Managing Agent; or
- (k) throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.

8. Security of Common Property

A Lotholder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

9. Notification of Defects

A Lotholder or Occupier of a Lot must promptly notify the Corporation or the Managing Agent on becoming aware of any damage to or defect in the Common Property.

10. Compensation to Corporation

A Lotholder or Occupier of a Lot will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or their respective tenants, licensees or invitees.

Part 5 – Use of Community Lots

11. Lotholder or Occupier to Keep Lot in Good Repair

Each Lotholder or Occupier of a Lot must:

- (a) maintain the Lot in good repair;
- (b) keep the Lot in a clean and tidy condition and must take all practical steps to prevent infestation by vermin and/or insects;
- (c) be responsible for the interior maintenance and decoration of the Lot;
- (d) shall at regular intervals paint and maintain the exterior façade of the dwellings on each Lot in colours and to a standard commensurate with the original development;
- (e) properly maintain gardens and paving as constructed on the Lot;
- (f) carry out any work ordered by a council or other public authority in respect of the Lot; and
- (g) carry out work required by the Corporation in respect of the Lot.

12. Use of Lots

A person bound by these By-Laws:

- (a) must not use the Lot, or permit the Lot to be used, for any unlawful purpose;
- (b) must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;

- (c) must allow the Corporation reasonable access to the Lot for the purpose of carrying out maintenance and except in the case of emergency the Corporation must give reasonable notice to the Occupier (not less than 48 hours) of its required access to the Lot;
- (d) must pay all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;
- (e) must subject to the Act and these By-Laws notify the Corporation of any exterior repairs and maintenance required to their Lot;
- (f) must ensure that the interior of windows and sliding doors in the Lot are covered with blinds or curtains only, and are kept clean and free of stickers, transfers, sheets, newspaper and similar items which are visible from the exterior of the Lot;
- (g) must not change the use or alter the character of the Lot without the prior written consent of the Corporation; and
- (h) must ensure compliance with fire laws in respect of the Lot.
- (i) must not use or alter the Lot in a way that would void the Corporation's insurance policy.

13. Keeping of animals

A Lotholder or Occupier may only keep a pet or any animal within the Lot:

- (a) as permitted by the Council; and
- (b) such animals must be registered with the Council where such registration is required by law.

Nothing in this By-Law shall prevent an Occupier or visitor to the Common Property who suffers from a disability from keeping or using an appropriately trained animal to assist the person in respect of that disability.

14. Leasing

- (a) If a Lotholder leases a Lot, the Lotholder must inform the Corporation of the identity of the lessee and the essential terms and conditions of the lease upon receipt of a request from the Corporation to do so.
- (b) A Lotholder or Occupier is prohibited from leasing or granting rights of occupation in respect of a Lot for valuable consideration for a period of less than two (2) months.

15. Change in Ownership

A Lotholder must immediately notify the Corporation of any change in ownership of the Lot, or any change in address of a Lotholder.

16. Right to Enter Lots

- (a) The Corporation shall be permitted by each Lotholder or Occupier and shall have the right at all reasonable times and on giving the Lotholder or the Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon a Lot for the purpose of or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power;
- (b) to inspect a Lot;
- (c) to carry out maintenance, repairs or work; and

- (d) to enter upon and inspect any part of a Lot for the purpose of ensuring that the Act and these By-Laws are being observed.

17. Observance of By-Laws

- (a) Where these By-Laws restrict the behaviour or activity of a Lotholder or Occupier of a Lot there shall also be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity by any other person.
- (b) A Lotholder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these By-Laws and in the event of their inability for any reason to ensure such compliance by any such visitor or invitee, they shall ensure that the visitor or invitee leaves the Community Parcel as soon as practicable.

18. Corporation May Make Rules

The Corporation or the Managing Agent may make rules relating to the Common Property not inconsistent with these By-Laws and they shall be observed by Occupiers, the Lotholders and their tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Corporation.

19. Use of Lots – specific

Subject to the provisions of these By-Laws, the City of Charles Sturt Council Development Plan and any other relevant statutory enactments:

- (a) Lots shall only be used for residential accommodation; and
- (b) a Lotholder or Occupier is prohibited from leasing or granting rights of occupation in respect of a Lot for valuable consideration for a period of less than two (2) months.

20. Use of water etc

- (a) A Lotholder or Occupier must not waste water, and shall see that all water taps in their Lot are promptly turned off after use.
- (b) The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Lotholder whether the same is caused by their own actions, or those of their tenants, servants, agents, guests, employees, invitees, or licensees.

Part 6 – General Provisions

21. Insurance

- (a) The Corporation shall effect such insurance in respect of the Common Property as is required under the Act for:
 - (i) building and other improvements on the Common Property for their full replacement value; and
 - (ii) public liability in a sum of not less than \$20,000,000.00.
- (b) The owner of each lot shall be responsible for their proportion of the Common Property insurance taken out by the Corporation in relation to the Common Property.
- (c) The owner or Occupier of a lot must not permit any of their invitees to do anything that may void, prejudice or increase any premium payable under insurance affected by the Corporation.
- (d) The owner of each community lot shall insure all buildings and other improvements on the lot in accordance with their own requirements and the Community Corporation shall not have responsibility in respect thereof.

22. Corporation's rights to Recover Money

- (a) The Corporation may recover any money owing to it under the By-Laws as a debt.
- (b) A Lotholder (including a mortgagee in possession) must pay on demand:-
 - (i) the whole of the Corporation's costs and expenses (including solicitor and own client costs) incurred in recovering levies or moneys duly levied upon that Lotholder's Lot by the Corporation pursuant to the Act or these By-Laws;
 - (ii) such costs as may have been ordered to be paid by the Lotholder to the Corporation by any Court, Tribunal or body with authority to order the payment of costs.
- (c) The Corporation may also enter any costs payable to it as referred to in paragraph 22(b) above against the levy account of the Lotholder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the *Real Property Act 1886* (SA).
- (d) The Corporation may charge interest on any overdue monies owed by a Lotholder at an annual rate as determined by the Corporation from time to time, unless otherwise determined by Ordinary Resolution at a general meeting. At the discretion of the Committee, an appointed manager has administrative discretion to write off interest at a limit to be determined by the Corporation from time to time.

23. Complaints and Applications

Any complaint or application to the Corporation must be addressed in writing to the secretary of the Corporation.

24. Permits

- (a) In any By-Law, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.

- (b) The Corporation shall have the power to grant permits to any Lotholder, Occupier or any other person in respect of any activity in or on the Community Parcel.
- (c) The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.
- (d) The Corporation may grant a permit either for a term of up to twelve (12) months for an identified activity or schedule of activities as it thinks appropriate.
- (e) A permit holder must comply with all conditions of the permit.

25. Breach

Where a person bound by these By-Laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

26. Failure to Comply with By-Laws

Where a person bound by these by-laws has acted in breach and a warning has been provided, the Owner may receive a fine of up to \$500.00 for any one contravention. The Corporation's Presiding Officer has the authority to select the fineable amount, and this will be payable to the Corporation.

27. Tenants to have notice of By-Laws

A copy of these By-Laws (or a précis thereof approved by the Committee) will be delivered to the Lessee or occupier of a Lot not personally occupied by the Lotholder, and in any event incorporated as an annexure to any Lease or Licence granted to a Lessee or occupier.

28. Severability

If any By-Law or any part of these By-Laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise, such By-Law or part By-Law which cannot be given effect or its full force and effect shall be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining By-Laws.

29. Behaviour of Invitees

- (a) A person shall take all reasonable steps to ensure that invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lotholder or Occupier or of any person lawfully using Common Property.
- (b) A person shall be liable to compensate the Corporation in respect of all damage to the Common Property or personal property vested in it caused by an invitee.
- (c) A Lotholder of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to that owner under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-Laws.
- (d) The duties and obligations imposed by these By-Laws on a Lotholder or Occupier of a Lot shall be observed not only by the Lotholder or Occupier but also by guests, servants, contractors, consultants, employees, agents, children, invitees and licensees of such Lotholder or Occupier.

30. Vehicles

- (a) Save where authorised by a By-Law or the Corporation, a person must not park or stand any motor or other vehicle on Common Property. A person must take all reasonable steps to ensure that any motor or other vehicle or vehicles loading or unloading must not park or stand so as to obstruct access to car-parking areas of Lotholders or occupiers of Lots.
- (b) The Corporation shall be entitled to commence action to have any vehicle parked or standing in contravention of these By-Laws removed at the expense of the person whose act or default has caused the contravention and that person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions.
- (c) A person driving a vehicle on the Common Property must comply with the rules applicable under the *Road Traffic Act 1961 (SA)* to the driving of a vehicle on a public road.

31. Damage to Common Property or External Building Facade

A person must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the external improvements on the Community Parcel, or Common Property except with the consent of the Corporation, but this By-Law does not prevent a Lotholder or person authorised by him from installing any screen or other device to prevent entry of animals or insects into that Lotholder's dwelling, provided that the screen or other device is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the Lotholder and does not detract from the amenity of any building.

32. Noise

- (a) A person shall not create any noise likely to interfere with the peaceful enjoyment of a Lotholder, occupier or of any person lawfully using Common Property.
- (b) In the event of any unavoidable noise in a Lot at any time the Lotholder or Occupier of the Lot must take all practical measures to minimise annoyance to other occupants by closing all doors, windows and curtains of the dwelling on the Lot and also such further steps as may be within their power for the same purpose.

33. Lotholders not to instruct contractors/workmen

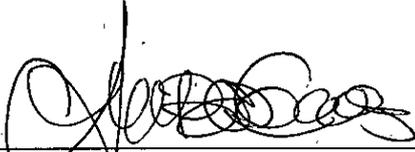
Lotholders must not directly instruct any contractors or workmen employed by the Corporation unless so authorised, and all requests for consideration of any particular matter to be referred to the Corporation shall be directed to the Secretary or Corporation Manager.

Form 10

Section 30(1)(ia), 34(2)(e), 39(5a), 47(2)(ka), 50(7)(a)

Certificate as to preparation of scheme description, by-laws or development contract

Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document.



(Signature of person certifying)

Amber Eccles

(Print name)

Level 3, Riverside centre

North Terrace, Adelaide SA 5000

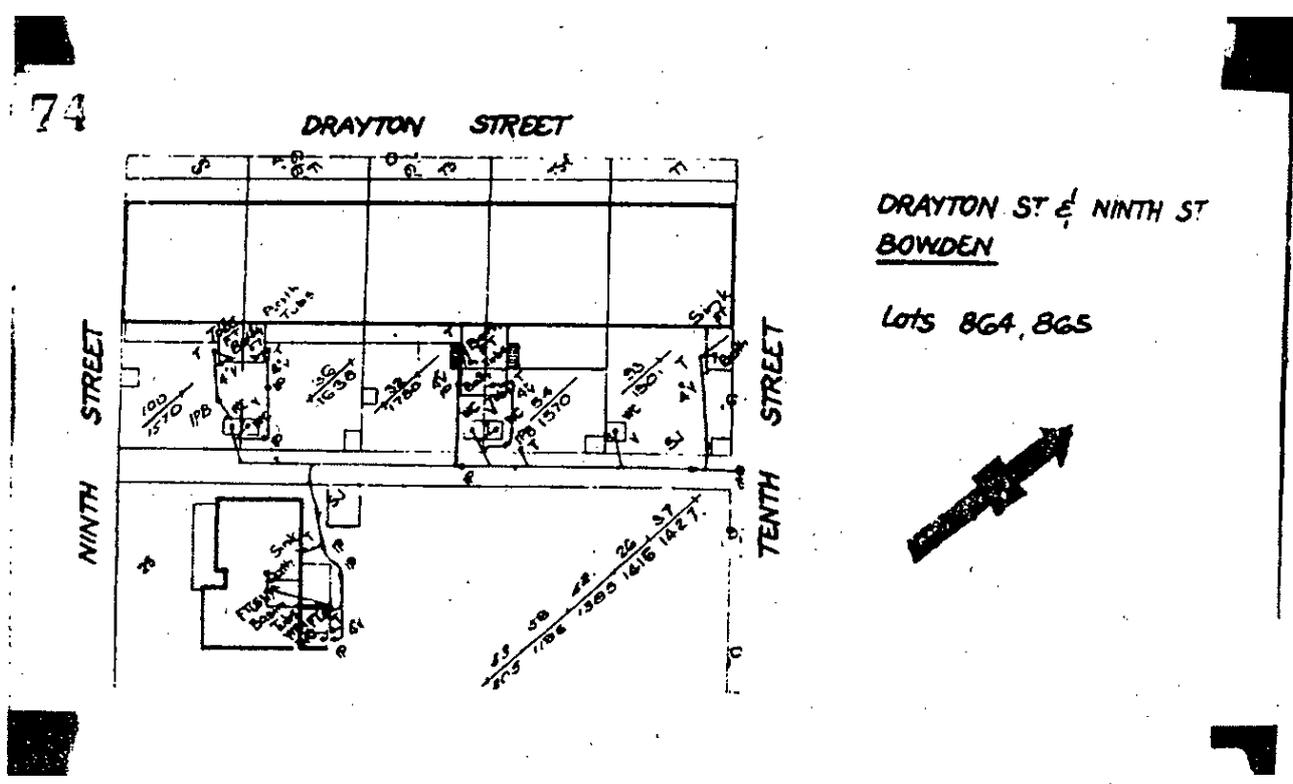
(Certifying person's address)

8/10/2024

(Date)

Annexure A

Plan showing service infrastructure within common property & drain connection to neighbouring property at 25 Ninth Avenue, Bowden



(continued on next page)

Plan showing SA Water main Stormwater and Wastewater connections in and around Drayton Street, Ninth Street and Tenth Street, Bowden.

Water Infrastructure

Wastewater Connections

Water Connections

