

bruse.com.au



### **NEWTON**

5 Flotta Street



Bevan Bruse bevan.bruse@bruse.com.au 0419 809 852



Theon Bruse theon.bruse@bruse.com.au 0419 816 470

357 Greenhill Road Toorak Gardens SA 5065 RLA 181689









### 5 Flotta Street **NEWTON**

The look of these homes is amazing. They have that designer look and they are located superbly in a very desirable street in Newton surrounded by other quality homes.

Each home with a lock up garage and a 2nd carpark per each house. Rear home with 3 car park spaces.

The floorplan of these homes is excellent with very large living areas to the ground floor. Excellent kitchen, separate w/c and laundry facility. The upper level of each home includes 3 very good size bedrooms. The main bedroom suite with an excellent walk in robe and a large ensuite. This area is adjacent to the 2nd living area upper level retreat and good size balcony. The other 2 bedrooms are a good size and serviced by an excellent bathroom and both include built in robes.

This location is so close to excellent shopping, good transport and excellent schooling. It really is a great spot to live.

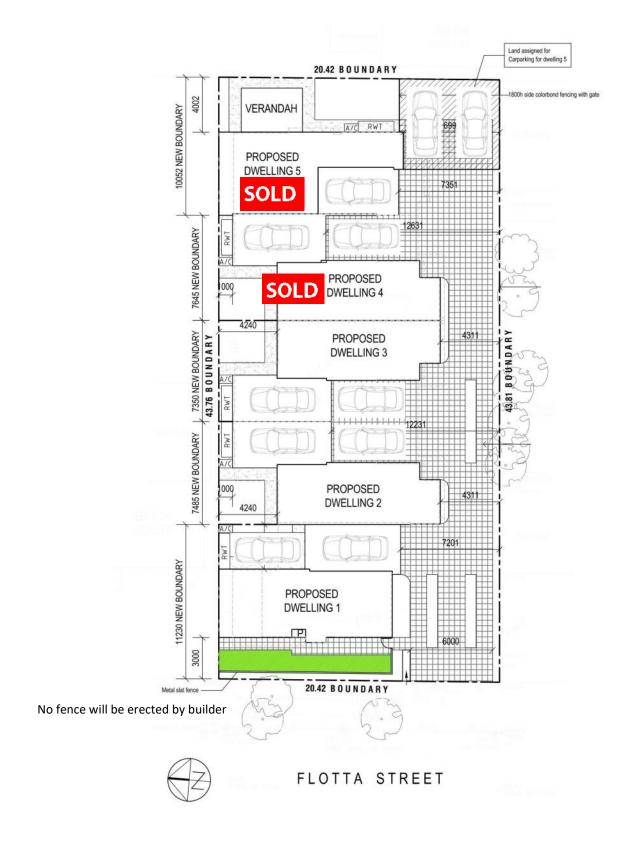
The décor of the properties is modern and has designer looks and certainly has that instant appeal. When you see the home specification you will understand that they are going to be very up to date and have the look for 2021 and onwards.

It is prime spot and they are amazing designer style homes that you will absolutely love.

ESTIMATED DATE OF COMPLETION APRIL 2022

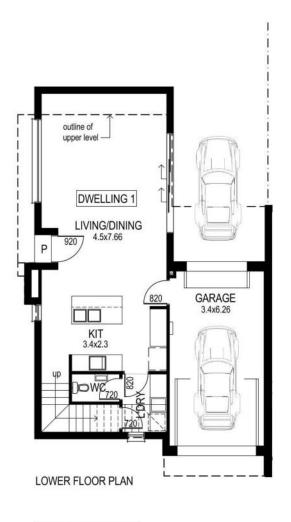
### **Site Plan**

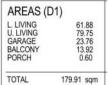




### **Residence 1**





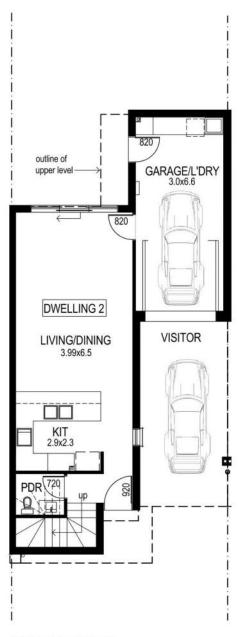




### **Price CONTACT AGENT**

### **Residence 2**







LOWER FLOOR PLAN

AREAS (D2)	
L. LIVING	50.95
U. LIVING	84.95
GARAGE/L'DRY	23.27
BALCONY	9.18
TOTAL	168.35

### **Price CONTACT AGENT**

### **Residence 3**







AREAS (D3)	
L. LIVING	49.41
U. LIVING	84.65
GARAGE/L'DRY	23.27
BALCONY	9.18
TOTAL	166.51

### **Price CONTACT AGENT**

ALLOTMENT 29 IN DP 6833 HUNDRED OF ADELAIDE NO. OF PROPOSED LOTS: 5 NO. OF ADDITIONAL LOTS: 4 THE COMMON PROPERTY IS DESIGNATED (C1)
FOR LAND INFORMATION PURPOSES ONLY &
DOES NOT PROVIDE A LEGAL IDENTIFIER
FOR THE COMMON PROPERTY. NO. OF EXISTING ALLOTMENTS: 1 ANNOTATIONS / EASEMENTS
DEVELOPMENT PLAN CONSENT GRANTED EXISTING DWELLING & STRUCTURES TO BE DEMOLISHED AND SITE CLEARED. PROPOSED COMMUNITY DIVISION C.T. VOL. 5628 FOL. 423 PORTION OF COMMON PROPERTY MARKED X METRES AHD. PORTION OF LOTS 1, 2, 3, 4 & 5 MARKED X METRES AHD. SCAP DEVELOPMENT NUMBER 170/C025/20 SUBJECT LAND DETAIL IN THE AREA NAMED NEWTON 5 FLOTTA STREET NEWTON SA 5074 TITLE REFERENCES MAP REFERENCE: 6628/39/M COMMUNITY DIVISION COUNCIL: CAMPBELLTOWN ON THE LAND USE APPLICATION APPLICATION # 170/0322/18/RF NOTES TOTAL SITE AREA: 894m ALL DATA IS APPROX ONLY SUBJECT TO SURVEY AND FINAL PLAN ALL DIMENSIONS IN METRES. DO NOT SCALE DRAWING **CAVALLO FOREST** LICENSED SURVEYORS 9 George Street Hindmarsh SA 5007 EXISTS BELOW A LEVEL OF EXISTS ABOVE A LEVEL OF S13763 175°48′10" 20·42 7-29 265°15'10" 13-13 175°15′10′ 0·30 175°15′1 3.88 175°15′10″ 5 0-35• 5 (131m²) 10-04 265°15′10″ 01.0° 01.0° 01.0° 00.0° 00.15′10″ 00.1 4.01 265°15'10" 01.0 10-49 98.E 1-92 355°15'10" 1·00 355°15′10" 1.66 4 (119m²) 7-80 08-1 7.65 5.65 265°15'10" 43.81 16.71 2.66 00 1.66 05 265 15.10" 26 1.66 08 2.82 355°15′10″ 0.12 265°15'10" D6833 X X 3/(C1) 3 (114<sub>m²)</sub> 85°15'10" 43·76 7.35 D6833 5.99 14.49 5.99 355°15′10″ 2/(C1) (3m²) 0.12 2 (116m²) 265°15'10" 4.4 16.41 COMMON PROPERTY 2.49 355°14′50" 13.92 TOTAL AREA 265°15'10" 122m<sup>2</sup> 156m<sup>2</sup> 119m<sup>2</sup> 117m<sup>2</sup> 8-23 (LJ) (156m<sup>2</sup>)11-23 355°15′10″ = 0·55 265°15'10" LOT 7.05 13.37 20·42 355°57'30" STREET FLOTTA

PLANNER NOTE:
PLASE INSTRUCT YOUR RATES DEPARTMENT TO PROVIDE
STREET NUMBERING WITH THE DECISION NOTFICATION FORM
AS PER SAPN AND NBN UTILITIES REQUIREMENTS.

DRAWN JC

CHK CHK

DATE 15/02/20 REF No 20-038

METRES

15

0

SCALE

(08) 8346 0440

2

REV

RC

# Product Selection

### Site Address 5 Flotta Street Newton



### MATTE BLACK - OPTION





Located At: 1-3 Dewer Street Ridgehaven Phone: 08 7325 0049

### Kitchen



Granado 785 Double Undermount Sink 25 Year Stainless Steel Warranty



Square Sink Mixer Wels: 5 Star – 6.0L/M – Reg No: T31412 15 Year Cartridge Warranty

### Laundry



Porto 45L Inset Tub Includes Bypass Kit & Basket Waste 25 Year Stainless Steel Warranty



Square Sink Mixer Wels: 5 Star – 6.0L/M – Reg No: T31412 15 Year Cartridge Warranty

## Downstairs WC



Watermark Approved AS1172
S Trap 90-180mm
Wels: 4 Star 4.5/3L – (Average Flush 3.5L)
Reg No: L05010
10 Year Ceramic Warranty Rossi Back To Wall Suite



Square Solid Cast Basin Mixer Wels: 4 Star – 6.5L/M – Reg No: T31410 15 Year Cartridge Warranty

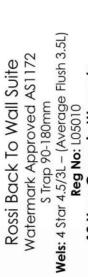




5 Year Manufacturer Warranty Square Accessories

# Up Stairs - Ensuite





10 Year Ceramic Warranty





200 Square Head & Wall Arm Wels: 3 Star – 9.0L- Reg No: 511186 5 Year Replacement Warranty



Wels: 4 Star – 4.5L/M – Reg No: T31411 Square Tower Basin Mixer

15 Year Cartridge Warranty



Torquay Above Counter Basin With Chrome Pop Up Waste 5 Year Ceramic Warranty

15 Year Cartridge Warranty

Slim Back Plate Wels: N/A

Square Wall Mixer

## Main Bathroom







200 Square Head & Wall Arm Wels: 3 Star – 9.0L- Reg No: 511186 5 Year Replacement Warranty



Square Tower Basin Mixer

Wels: 4 Star – 4.5L/M – Reg No: T31411 15 Year Cartridge Warranty



Torquay Above Counter Basin With Chrome Pop Up Waste 5 Year Ceramic Warranty

15 Year Cartridge Warranty

Wels: N/A



## Main Bathroom



Paradise 1520 Inset Bath Lucite Acrylic & UV Stabilised Bath Size: 1520 x 715 x 380mm AUSTRALIAN MADE 15 Year Acrylic Warranty



Square Wall Mixer Slim Back Plate wels: N/A 15 Year Cartridge Warranty



Square Swivel Spout Wels: N/A 5 Year Manufacturer Warranty

# Euro 60cm Appliances









90cm Slide Out Rangehood Model: ERH900SLX **Ducted or Recirculating** 



60cm Valencia Electric Wall Oven BLACK GLASS & STAINLESS STEEL Model: EV600BSS2



90cm 5 Burner Gas Cooktop Model: ECT900GX





# PRODUCT SELECTION

By Adelaide Bathroom & Kitchen Supplies



### **Specifications**



Client: Axion Building Solutions

Selection Flotta H1.xlsx

### **GENERAL**

Dwelling:	DOUBLE STOREY	
House Type:	HEBEL/BRICK VENEER	
Frame Type:	STANDARD TIMBER	
Termite Barrier Type:	CENTRAL, PERIMETER AND SLAB CURE	
Slab Edge Dampness:	YES	
Ceiling Height:	2700	
Man Hole:	AS PER PLAN	
Other:		

BRICKS NA

7.77.2
AS PER ELEVATION:
AS PER ELEVATION
AUSTRAL
RAKED, BRIGHT AND LIGFHT WHITE, WHITE SAND

### **FAÇADE**

Tiles/Stone		
Piers :	SELECTION PENDING	
Walls:		

### Rendering

Timberwork	NA	
Other:		
Colour:	AS PER MARKED PLAN	
Render/ Type:	TEXTURED COATED	

### Timberwork N

Location and Type:	
Stain:	

### Cladding:

Cladding.	
Front Pier:	
Cantilever Porch:	
Other:	

### ROOF

Roof Pitch:	22.0	
Type:	COLOURBOND	
Roof Colour:	MONUMENT	
Gutter Colour/ Profile:	MONUMENT	
Fascia Colour:	MONUMENT	
Rain Head:	AS PER PLAN IF NEEDED, CONICAL	



Downpipes Colour/ Type:	SAME AS BACKGROUND	
Insulation Blanket or Enviroseal	AS PER ENERGY RATING	
Whirly Bird	NO	

### **WINDOWS**

Glass:	AS PER ER
Aluminium Colour:	BLACK
Glass to Bathroom, WC, Ens:	OBSCURE
Flyscreens:	STANDARD
Aluminium Sliding Door:	BLACK
Other:	

### PAVING/CONCERTE

Perimeter Type:	EXPOSED PEBBLES	
Colour:	BLACK AND WHITE WITH BLACK CONCRETE	
Area/Details/Other:	CHECK AND MEASURE	
Driveway Type:	EXPOSED PEBBLES	
Colour:	BLACK AND WHITE WITH BLACK CONCRETE	
Area/Details/Other:	CHECK AND MEASURE	
Courtyard/Verandh Type:	NA	
Colour:	NA	
Area/Details/Other:	NA	

### Crossover and Inverts : PLAIN CONCRETE

### **RWT**

Capacity/Colour:	AS PER ENGG	
Location:	AS PER DRAINAGE PLAN	

### **Aircon**

Туре:	BUILDER'S RANGE	
Outdoor Unit Location:	TO BE DECIDED LATER	

### INSULATION

Other:	
Mid floor:	NA
Internal Walls :	AS PER ENERGY RATING
External Framed Walls:	AS PER ENERGY RATING
Ceiling Alfresco:	AS PER ENERGY RATING
Ceilings Living ONLY:	AS PER ENERGY RATING



### **GARAGE ENTRY DOOR**

Type:	AUTOMATIC	
Style:	PANEL LIFT	
Material :	COLOURBOND	
Profile:	FLATLINE	
Windows:	NO	
Colour:	SURFMIST	
Other:		

### GARAGE REAR DOOR MANUAL SURFMIST ROLLER DOOR

SIDELITE NA

Glass:	
FRAME:	

### EXTERNAL DOORS 2340

Main/Front Door:	SEA V
Main Door Frame:	WEATHERGUARD
Ext. P. A. Door:	NA
Ext. P. A. Door Frame:	NA
Garage to passage Door:	NA
Garage to passage Frame :	NA
Laundry Door :	NA
Laundry Door Frame:	NA
Security Door Location :	NO
Security Door Colour :	NO
Securiy Door Pattern :	NO
Screens -Flyscreens :	NO
Other: Balcony Door	NA
Balcony Door frame	NA

### INTERNAL DOOR 2340

Internal Door:	MOTP2V/FLUSHED PRIMED	
Laundry Door:	MOTP2V/FLUSHED PRIMED	

### **DOOR FURNITURE**

Front Door Hardware/ Finish :	PULL HANDLE OBLONG/ MATT BLACK ENTRANCE SET	
Internal Door Hardware/ Finish:	LENNOX/ SATIN CHROME TRADEPRO/MATT BLACK ANGULAR	
Flush Pull:	RECTANGULAR / SATIN CHROME	
Patio Bolt:	NA	



Weatherseal:	NA	
Door Stops :	MAIN DOOR: BLACK, REST STANDARD WHITE PLASTIC	
Deadbolt: GARAGE TO PASSAGE	DARIUS SINGLE CYLINDER TRADEPRO	
Privacy Locks : BATHROOM,		
ENSUITE, WCs and MASTER BED	LENNOX/ SATIN CHROME TRADEPRO	
Hinge Colour:	BLACK MAIN DOOR, CHROME /MATT BLACK FOR REST	
Other:		

### STAIRS /BALCONY

Supplier:	TRV NOMINATED	
Flooring:	CARPET, TEMPLE STIPPLE	
Stringer:	MDF	
Treads, landing & Winders:	MDF	
Risers:	MDF	
Post:	NA	
Top Of Post:	NA	
Baluster:	NA	
Handrail:	PINE RAIL	
Others:		
BALCONY:	AS PER APPROVED ELEVATION	

### **SKIRTING**

Style & Size :	BULLNOSE 92x18	
Material :	MDF	

### **ARCHITRAVES**

Style & Size :	BULLNOSE 67x18	
Material :	MDF	

### CORNICE

Style/Size :	90MM COVE THROUGHOUT	
Other:		

### Full House Walls/Finish: Feature Wall Location: Ceiling/ Finish: Main Door(External Surface): Main Door(Internal Surface):



SideLite:	
Internal Door Colour:	
Garage PA Door:	
Ext Laundry Colour (Ext Surface):	
Ext Laundry Colour (Int Surface):	
Internal Laundry Door Colour:	
Sliding Door Colour:	
Eaves:	
Any Exterior Timberwork:	
Downpipe:	
Cornice:	
Archritraves and Skirting:	

### **Plumbing and Gas Works**

Water Points	YES	
Gas Points:	NO	
Grates Bathroom and Ensuite Shower	SQUARE CHROME/MATT BLACK	
Grates Bathroom and Ensuite outside shower	SQUARE CHROME/MATT BLACK	
Grate Laundry	SQUARE CHROME/MATT BLACK	
Grate Powder Area	SQUARE CHROME/MATT BLACK	
Rainwater Tank Connection:	COMMON TOILET	
Kitchen sink set out:	UNDERMOUNT	
Laundry Sink Set Out:	STD INSET	
Ensuite Basin set out :	ABOVE COUNTER	
Downstairs WC Basin set out :	WALL HUNG VANITY	
Bathroom Basin Set Out:	ABOVE COUNTER	
Bathroom Bath:	INSET	
Others:		

### WIR

Robe Height:	2700	
Ceiling Bulkhead Height:	NA	
Robe Type:	SLIDING	
Door Type:	NA	
Trim:	NA	
Drawer Bank Specification:	500 WIDE X 1	
Hanging Rail/Shelves Specification:	SINGLE TOP SHELF AND SINGLE RAIL	



BIRs		BED 2.3
כוווע		DLD 2.3

Robe Height:	2700
Ceiling Bulkhead Height:	NA
Robe Type:	SLIDING
Door Type:	MIRROR AND VINYL
Trim:	BRIGHT CHROME AND MATCHING WITH VINYL
Drawer Bank Specification:	NA
Hanging Rail/Shelves Specification:	SINGLE RAIL, FIXED SHELF ABOVE EACH RAIL

### **SHOWER CUBICLE**

Cubicle Style:	SEMI FRAMELESS
Cubicle TRIM Colour :	BRIGHT CHROME/ MATT BLACK
Cubicle Glass :	CLEAR
Hardware:	BRIGHT CHROME
Mirror (Everywhere)	900 HIGH, 300 ABOVE BENCH AND AS WIDE AS VANITY

APPLIANCES		
HWS/ TYPE	26LTRS CHROMAGEN	
Rangehood:	EURO 600 STAINLESS STEEL/900	
Cooktop:	EURO 600 STAINLESS STEEL/900	
Oven:	EURO 600 STAINLESS STEEL	
Dishwasher:	STAINLESS STEEL EURO	

### **PROVISIONS**

Dishwasher:	YES
Microwave:	YES
Washing machine:	YES
Fridge:	YES
Dryer:	NO

### **ELECTRICAL SELECTIONS**

### **ELECTRICAL FITTING**

Type & Colour:	ICONIC WHITE CLIPSAL	
LED Colour:	TRI COLOUR	
Smoke Detectors:	AS PER PLAN	
3 Phase Power Required:	NO	
Meter Type:	BASIC	
NBN Provision:	YES, BASIC PACK	



TV Antenna:	YES
Heat Control Pads:	NO
RangeHood Outlet:	TO ATMOSPHERE THROUGH EAVES
Sump Pump Specs:	
ALLOWANCE	
Spa point:	NO
Kicker light:	NO
Intercom provision:	NO
Sensor Light :	NO
Sensor:	NO
Kitchen island power point:	AS PER ELECTRICAL LAYOUT
Overhead Kitchen light:	AS PER ELECTRICAL LAYOUT
Ceiling Light Points: Internal	AS PER ELECTRICAL LAYOUT
Ceiling Light Points WEATHERPROOF:	AS PER ELECTRICAL LAYOUT
Low Voltage Downlights:	AS PER ELECTRICAL LAYOUT
2-way Switches:	AS PER ELECTRICAL LAYOUT
Dimmer Switches:	AS PER ELECTRICAL LAYOUT
Single Power Points:	AS PER ELECTRICAL LAYOUT
Double Power Points:	AS PER ELECTRICAL LAYOUT
Internal Bracket Light Points:	AS PER ELECTRICAL LAYOUT
Weatherproof Bracket Light Points:	AS PER ELECTRICAL LAYOUT
Weatherproof Double P Points:	AS PER ELECTRICAL LAYOUT
Weatherproof Single PP (RWT	
&HWS):	AS PER ELECTRICAL LAYOUT
Weatherproof Single PP (Alfresco):	AS PER ELECTRICAL LAYOUT
TV PACK:	YES, AS PER EELCTRICAL LAYOUT
TV Point:	AS PER ELECTRICAL LAYOUT
Telephone Points:	AS PER ELECTRICAL LAYOUT
Pendant Light Points:	AS PER ELECTRICAL LAYOUT
Data Points:	AS PER ELECTRICAL LAYOUT
Exhaust Fan:	AS PER ELECTRICAL LAYOUT
IXL 3-in-1 units (2heat, light, fan):	AS PER ELECTRICAL LAYOUT
IXL 3-in-1 units (4 heat, light, fan):	AS PER ELECTRICAL LAYOUT
Celing Fan:	AS PER ELECTRICAL LAYOUT
Stair Light:	AS PER ELECTRICAL LAYOUT
Niche Light:	AS PER ELECTRICAL LAYOUT
Others:	

### WALL/ FLOOR COVERINGS



Interiors:	
Kitchen:	
Wall (700 High Splashback)	100 X 300 CREAM GLOSS
Floor	SPOTTED GUM 8MM
Powder Room/WC	
Wall (Ceiling Height)	WHITE MARBLE GLOSS-300x600
Floor	E-STONE LIGHT GREY-300x300 R10
Grate	ARDEX MAGELLAN GREY 273FG8
Bathroom	
Wall (Ceiling Height)	WHITE MARBLE GLOSS-300x600
Grate	ARDEX ULTRA WHITE 390 FSDD
Floor	E-STONE LIGHT GREY-300x300 R10
Grate	ARDEX MAGELLAN GREY 273FG8
Ensuite	
Wall (Ceiling Height)	WHITE MARBLE GLOSS-300x600
Grate	ARDEX ULTRA WHITE 390 FSDD
Floor	E-STONE LIGHT GREY-300x300 R10
Grate	ARDEX MAGELLAN GREY 273FG8
Laundry:	
Wall (700 High Splashback)	100 X 300 CREAM GLOSS
Skirting	
Floor	E-STONE LIGHT GREY-300x300 R10
Grate	ARDEX ALABASTER 282 FG8
Main Floor	
Laminate floorboards	SPOTTED GUM 8MM
Bedroom Floors	
Carpet	TEMPLE STIPPLE NEW GENERATION



Client:	Axion	Building	Solutions
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Staircase, upstairs landing		
Carpet	TEMPLE STIPPLE NEW GENERATION	
Exteriors:		
Alfresco:	NA	
Floor		
Sill		
Porch:	NA	
Floor		
Sill		
Balcony/Terrace:		
Floor	E-STONE LIGHT GREY-300x300 R10	
Sill		
Grate	ARDEX MAGELLAN GREY 273FG8	
Benches:		
Kitchen:	20MM SEA SALT	
Butler's Pantry:	NA	
Vanities:	20MM SEA SALT	
Laundry:	20MM SEA SALT	
Outdoor Kitchen:	NA	
Prayer Room:	NA	
Other:		

### **Plumbing supplies**

### Kitchen

Granado Double Undermount Sink, 25 Year Warranty. Made In Italy Plastec 50mm S & P Trap, PVC Square Sink Mixer, Matte Black Mini Isolating Tap, J/V

### Laundry

### Laundry



Square Sink Mixer, Matte Black

Porto 45L Inset Laundry Tub, Inc By Pass Kit, 25 Year Stainless Steel Warranty

Client: Axion Building Solutions

Mini Isolating Tap, J/V Washing Machine Mini Cocks Pair, 1/4 Turn

### **Ensuite**

Rossi BTW Toilet Suite, PP Seat, 4.5/3L
Mini Isolating Tap, J/V
Square Toilet Roll Holder, Matte Black
Torquay Above Counter Basin, 0TH
32/40mm Dome Dop Pop Up Waste, Matte Black
Plastec 32/40 S&P Combination Trap, PVC
Square Tower Basin Mixer, Matte Black
Mini Isolating Tap, J/V

200 Stainless Matte Black Square Shower Head & Square Wall Arm Square Slim Plate Wall Mixer, Matte Black

Square Toilet Roll Holder, (For Towel Holder) Matte Black Square 800 Double Towel Rail, Matte Black

### **Bathroom**

Rossi BTW Toilet Suite, PP Seat, 4.5/3L Mini Isolating Tap, J/V Square Toilet Roll Holder, Matte Black

Torquay Above Counter Basin, 0TH 32/40mm Dome Dop Pop Up Waste, Matte Black Plastec 32/40 S&P Combination Trap, PVC Square Tower Basin Mixer, Matte Black Mini Isolating Tap, J/V

200 Stainless Matte Black Square Shower Head & Square Wall Arm Square Slim Plate Wall Mixer, Matte Black

Square Toilet Roll Holder, (For Towel Holder) Matte Black Square 800 Double Towel Rail, Matte Black

1520mm Paradise Square Inset Bath 40mm Dome Top Pop Up Bath Waste, Matte Black Square Slim Plate Wall Mixer, Matte Black Square Swivel Bath Spout, Matte Black

### Powder Room/WC

Rossi BTW Toilet Suite, PP Seat, 4.5/3L Mini Isolating Tap, J/V Square Toilet Roll Holder, Matte Black

Charlotte 440 x 245 Wall Hung Basin 32/40mm Dome Dop Pop Up Waste, Matte Black



Selection Flotta H1.xlsx



Plastec 32/40 S&P Combination Trap, PVC Square Basin Mixer, Matte Black Mini Isolating Tap, J/V

### Outdoor/Alfresco Kitchen

NA



1-3 Dewer Ave, Ridgehaven, SA 5097 Office: (08) 7325 0049

ABN: 80 167 220 564

Dated: 03/07/2020

Site Name: 5 Flotta St, Newton (5 dwellings)

### TO WHOMSOEVER IT MAY CONCERN

This is to let you know that TRV Homes provide 25 years of structural warranty and 3 months' maintenance period from the date of handover to all the new builds. This is assured that TRV Homes will be covering all works under Builder's Scope of Works for the said maintenance period.

Regards

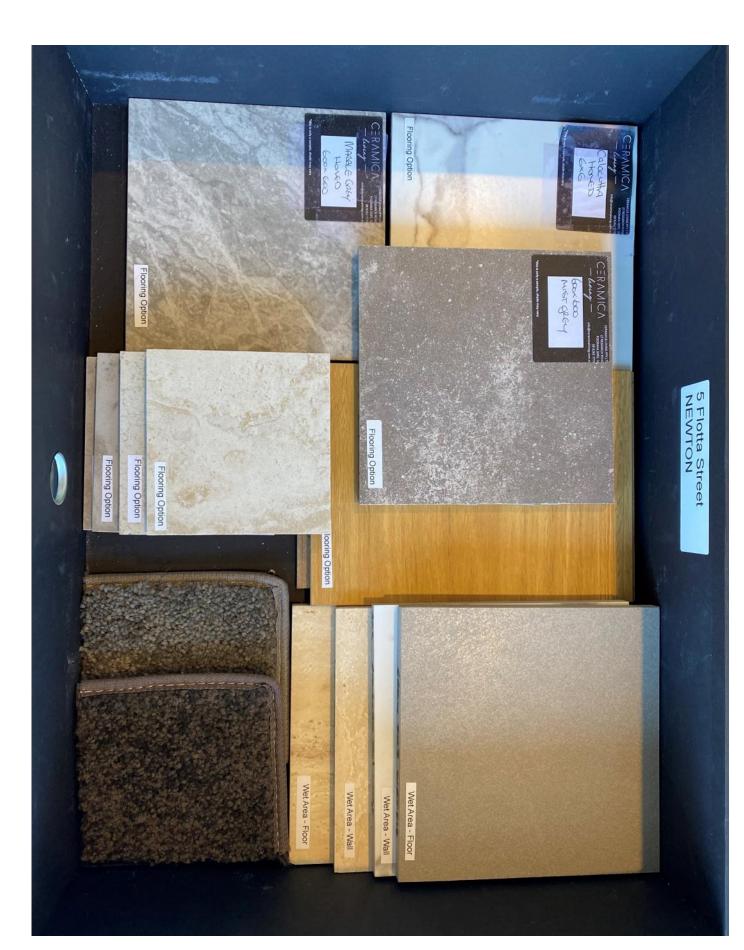
Karan Sandhu

Team Manager

For and on behalf of

TRV Homes Pty Ltd

License no. BLD 258746



### **COMMUNITY CORPORATION**

NO. \_\_\_\_\_

INCORPORATED

### **5 FLOTTA STREET**

### **NEWTON**

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 – JULIE SCHREIBER SCHREIBER CONVEYANCING P/L

37 JOHN STREET SALISBURY SA 5108

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Development No. 1070/C025 /20

### **COMMUNITY TITLES ACT 1996**

### BY-LAWS OF COMMUNITY SCHEME

### 5 FLOTTA STREET NEWTON

The terms of these By-Laws are binding on the Community Corporation, the owners and occupiers of the community Lots comprising the scheme and persons entering the community parcel. In the event of any inconsistency between the provisions of the Community titles Act 1996 and the Community Titles Regulations 1996 and these By-Laws the Act and Regulations shall prevail.

These By-Laws relate to the control and preservation of the essence or theme of the Community Corporation and as such may only be amended or revoked by Unanimous Resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act 1996 as amended.

### 1. Administration, Management and Control of Common Property

- 1.1 The Community Corporation is responsible for the administration, management, use repair and maintenance of the Common Property.
- 1.2 The Community Corporation may appoint a manager to carry out on behalf of the Community Corporation the function of administering, managing and controlling the Common Property.

### 2. Use and Enjoyment of the Common Property

- 2.1 The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of residents in the Community Scheme and their visitors.
- 2.2 The Common Property is available to the owners and occupiers of Lots and persons authorised by them to pass and re-pass at all times with or without vehicles to and from their respective Lots.
- 2.3 The owner or occupier of a Lot must give notice to the Community Corporation of any damage to or defect in the Common Property immediately they become aware of the damage or defect.

### 3. Structural Alterations

- 3.1 A person must not make a structural addition or alteration to a Lot or carry out other building work on a Lot without the approval of the Community Corporation given by Special Resolution.
- 3.2 The structural addition or alteration to the exterior of the buildings must be harmonious and sympathetic to the design and concept of the development as a whole.
- 3.3 This By-Law is in addition to the requirement of section 102 of the Act.
- 3.4 A Lot owner shall, subject to obtaining the required statutory approvals, be permitted to install or erect Outside Blinds, a Pergola, Verandah, Garden Shed, or like structure on their Lot and make other minor alterations to the exterior of the building in style and colour to compliment the existing dwellings, without seeking written approval of the Community Corporation.

Development No. 1070/C025 /20

### 4. Maintenance and Repair

- 4.1 Notwithstanding clause 3, the owner of a Lot is responsible for maintaining and keeping in good repair buildings, fences and other structural improvements to the Lot including paintwork and external finishes to the reasonable satisfaction of the Community Corporation.
- 4.2 The owner of a Lot must not alter the external building or fencing colours without the approval of the Community Corporation.
- 4.3 The owner of a Lot must ensure that there is not more than 1 tree exceeding 6 meters in height growing on the Lot.
- 4.4 If the Community Corporation is of the opinion that a tree growing on a Lot may cause a nuisance or hazard to any person, or may cause structural damage to any building or structure on the Lot, the Community Corporation may, by notice in writing given personally or by post to the owner, require the owner to have the tree removed at the owners expense.

### 5. Occupier's Obligation to maintain the Lot in good condition

- 5.1 All Lots are to be used by the owner or occupier for residential purposes.
- 5.2 The occupier of a Lot must keep the Lot in a clean and tidy condition.
- 5.3 The occupier of a Lot shall keep the garden of that Lot maintained and clear of rubbish.
- 5.4 The occupier of a Lot must ensure the lawns and gardens including shrubs, trees and groundcovers are well maintained and do not become a nuisance.
- 5.5 The occupier of a Lot must ensure that trees and shrubs adjacent to the driveway area of the other Lot shall be kept trimmed to ensure that branches do not come into contact with vehicles and to allow safe sightlines to be maintained.
- 5.6 The occupier of a Lot must:-
  - 5.6.1 store garbage in an appropriate container that prevents the escape of unpleasant odors; and
  - 5.6.2 comply with any requirements of a council, health or environment authority for the disposal of garbage.
- 5.7 The occupier of a Lot must not:-
  - 5.7.1 bring or accept objects or material on to the site of a kind that are likely to cause justified offence to the other members of the Community Corporation.
  - 5.7.2 Allow refuse to accumulate so as to cause justified offence to others.
- 5.8 The occupier of a Lot used for residential purposes must not without the consent for the Community Corporation use or store on the Lot any explosive, noxious or other dangerous substances.

### 6. Disturbances

- 6.1 The occupier of a Lot must not engage in conduct that unreasonably disturbs the occupier of another community Lot or others who are lawfully on the Lot or the Common Property.
- 6.2 The occupier of a Lot must ensure, as far as practicable, that persons who are brought or allowed on to the Lot or the Common Property by the occupier do not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property.

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### 7. Insurance by Community Corporation

- 7.1 The Community Corporation shall effect such insurance as is required by Sections 103 and 104 of the Act but subject to the provisions of By-Law 8 hereinafter shall not be responsible for insuring buildings and other improvements on individual Lots.
- 7.2 An owner or occupier of a Lot must not, except with the approval of the Community Corporation, do anything that might:-
  - 7.2.1 void or prejudice insurance effected by the Community Corporation; or
  - 7.2.2 increase any insurance premiums payable by the Community Corporation.

### 8. Building Insurance

- 8.1 The owner of each Lot shall insure all buildings and other improvements on the Lot in accordance with their own requirements and the Community Corporation shall not have the responsibility in respect thereof.
- 8.2 The insurance must be against risks that a normally prudent person would insure against; and 8.2.1. must be for the full cost of replacing the building or improvements with new materials; and
  - 8.2.2. must cover incidental costs such as demolition, site clearance and architects' fees.
- 8.3 An Owner or occupier must not do anything that might,
  - 8.3.1 void or prejudice insurance effected by the Community Corporation; or
  - 8.3.2 increase any insurance premium payable by the Community Corporation

### 9. Public Liability Insurance-

The owner of each Lot shall effect and keep current in respect of their Lot a Public Risk Policy in a sum not less than the amount prescribed by law and must provide the Community Corporation as request by the Community Corporation from time to time, evidence of a current policy of insurance effected by the proprietor in terms of this By-Law.

### 10. Assignment of Insurance Responsibilities

- 10.1 Notwithstanding any of the foregoing, any of the following functions may be assigned to the Community Corporation under Section 75(1)(e) of the Act by a Special Resolution of the Community Corporation. The function of acting as agent for owners Lots for the purpose of effecting insurance on the buildings erected on the Lots and for Public Risk Insurance in respect of the Lots.
- 10.2 If the Community Corporation decides to exercise the function or functions conferred by By-Law 10.1 the Community Corporation will insure the buildings on all Lots up to a limit determined by the Community Corporation and will take out Public Risk Insurance in respect of all Lots up to a limit determined by the Community Corporation.
- 10.3 The cost of the insurance is to be paid out of the Community Corporation's general funds.

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10.4 If the owner of a Lot asks the Community Corporation to insure a building and/or improvements on the Lot for more than the limit determined under By-Law 10.2 and pays any additional insurance premium the Community Corporation may insure the property for the higher amount.

### 11. Scope of Common Property

The Community Corporation may resolve by Special Resolution to include as Common Property any item of property or part thereof comprising the Community Scheme and require it to be maintained by the Community Corporation at its expense in particular any fence or fences on the Community Parcel.

### 12. Internal Fencing

The provision of the Fencing Act 1975 (as amended) shall apply as between the owners of adjoining community Lots.

### 13. Display of advertisements

- 13.1 A person must not display any sign, advertisement, placard or banner on a Lot or the Common Property without the approval of the Community Corporation.
- 13.2 However, this section does not prevent the display of an advertisement associated with the sale or letting of a Lot which display shall comply with such conditions as may be determined by the Community Corporation.

### 14. Requirement to Hold Annual General Meetings

- 14.1 The Community Corporation is required to hold annual general meetings.
- 14.2 The Corporation is required to prepare accounting records of the corporation's receipts and expenditure and to prepare an annual statement of accounts.
- 14.3 The Corporation is required to have the annual statement of accounts audited.
- 14.4 An administrative and sinking fund must be established.
- 14.5 A register of the names of the owners of the community Lots must be maintained.

### 15. The owner of a Lot must immediately notify the Community Corporation of:-

- 15.1 Any change in the ownership of the Lot or any change in the address of a owner, or
- 15.2 Any change in the occupancy of the Lot.

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### 16. Offence

- 16.1 A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum Penalty: \$500.00 or such other amount as prescribed by law.
- 16.2 Any person imposed by the Community Corporation is payable within one month of the service of notice of the penalty or within such extended time as shall be allowed by the Community Corporation.

### 17. Community Corporation's Right to Recover Money

- 17.1 The Community Corporation may recover any money owing to it under the By-Laws as a debt.
- 17.2 An owner of a Lot must pay or reimburse the Community Corporation on demand the costs charges and expenses of the Community Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier.
- 17.3 The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.
- 17.4 The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a Lot to the Community Corporation at the rate of 12% per annum

### 18. Occupiers duties to be carried out by owner in certain cases

If a Lot is unoccupied, any duties imposed on the occupier by these By-Laws are to be carried out by the owner.

### 19. Control of Lessees and Licensees

- 19.1 These By-Laws shall apply to Lessees and Licensees of Community Lots.
- 19.2 The owner whose lot is the subject of a lease or licence agreement must provide the lessee or licensee with a copy of these By-Laws.
- 18.3 It shall be the responsibility of the owner whose lot is subject to a lease or licence to take all reasonable steps including without limitation, any action available to them under the lease or licence agreement to ensure that the lessee or licensee of the lot any on the Community Parcel with the consent (express or implied) of the lessee or licensee complies with the By-Laws of the scheme.

### 20. Traffic and Parking

- 20.1 The area marked A on the Development Approval Plan attached is assigned for carparking for the owner and or occupier of Lot 5.
- 20.2 All owners must ensure that the Garage is used for the storage of vehicles and must ensure that all occupies comply with this ByLaw.
- 20.3 A person must not drive a motor vehicle on the common property except on the roadway provided by the corporation for use by motor vehicles and must not exceed a speed limit of 10 km per hour.
- 20.4 A person must not obstruct vehicular or pedestrian traffic on the common property.

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20.5 A person must not park, service or repair a motor vehicle on the common property.

### 21. Water Consumption Charges

- 21.1 Separate water meters for each Lot will be located on the common property.
- 21.2 Each Lot owner will be responsible for the maintenance and repair of the water meter allocated to the Lot.
- 21.3 Each Lot owner will be responsible for the payment of water consumption charges and rates.

### 22. Pets

- 22.1 An owner or occupier of a Lot may keep a medium sized dog or cat but must not keep any other animal or bird on a Lot except as authorised in writing by the Community Corporation.
- 22.2 If the owner or occupier is a person who suffers from a disability and keeps a dog trained to assist the occupier in respect of that disability, the Community Corporation cannot unreasonably refuse authorization.
- 22.3 The keeping of any animal or bird must comply with any conditions set by the Community Corporation, including but not limited to:
  - 22.3.1 ensuring that the animal or bird is confined to the owner or occupiers Lot and does not cause disturbance or become a nuisance to the other owners or occupiers,
  - 22.3.2 the owner or occupier will be responsible for cleaning up after the animal or bird,
  - 22.3.3 the owner or occupier will be held liable for any damage, loss, noise, disturbance or injury caused by the animal or bird.
- 22.4 Any animal or bird kept on a Lot by an owner or occupier must be removed and kept removed on the demand of the Community Corporation pursuant to an Ordinary Resolution.

### 23. Severability

If any By-Law or 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 as the case may be which cannot be give 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.

### 24. Interpretation

### In these By-Laws:-

- 24.1 "Act" means the Community Titles Act 1996.
- 24.2 "Community Corporation" means the Community Corporation created by the deposit of the Plan of Community Division in respect of which these By-Laws are lodged.
- 24.3 "Community Parcel" means the whole of the land comprised in the Plan of Community Division referred to above excluding any land thereby vested in a Council, the Crown or a prescribed authority.
- 24.4 "Lot" means a community Lot created by Plan of Community Division referred to above.
- 24.5 "Occupier" of a Lot includes, if the Lot is unoccupied, the owner of the Lot.

Terms of Instrument Not Checked by Lands Titles Office

BY-LAWS

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- 24.6 "Site" includes any area on the property comprising the Community Parcel.24.7 "Visitor" means any person who is on the community parcel at the invitation, by the licence, or with the permission of the owner or occupier of a Lot.

  24.8 Except where otherwise appears words shall have the same meanings as are set out in the Act.

### EXECUTION

### EXECUTED BY

ABC DEVELOPMENT COMPANY PTY. LTD.  In accordance with section 127 of the Corporations Act 2001	
Sole Director/Secretary	

### ANNEXURE A

20.42 BOUNDARY

MATE RWT

GARAGE

PROPOSED

**DWELLING 4** 

PROPOSED

DWELLING 3

PROPOSED

**DWELLING 2** 

GARAGE

20.42 BOUNDARY

FLOTTA STREET

PROPOSED DWELLING 1 4311

### DEVELOPMENT APPROVAL ONLY

BRICK VENEER CONSTRUCTION AS INDICATED TO LOWER LEVEL HEBEL VENEER CONSTRUCTION AS INDICATED TO UPPER LEVEL

4002

7645 NEW BOUNDARY

7350 NEW BOUNDARY 43.76 BOUNDARY

NEW BOUNDARY

7485

11230 NEW BOUNDARY

3000

000

10052 NEW BOUNDARY

VERANDAH

PROPOSED

**DWELLING 5** 

GARAGE

GARAGE

GARAGE

4240

PLANS TO BE READ IN CONJUNCTION WITH ENGINEERS DOCUMENTATION

**DWELLINGS 1-5** 

DIMENSIONS TO BE CONFIRMED & CHECKED ON SITE PRIOR TO COMMENCEMENT THESE PRANKISS ARE TO BE PEAD IN CONJUNCTION WITH ALL OTHER RELEVANT DOCUMENTS ADDITIONAL REPORT AND THAT SEE SECTION AND ESTIMATED ON CONSISTANT AREA SEE OF THE BILLIONS CONTINUE. THE MAY BE TO ASSIST WITH THE APPROVAL REQUIREMENTS AN ACCORDANCE WITH DIRECTIVES FROM THE COUNTRY PLANSE FERRED TO THE SHOCKE BULDING CONTINUE FOR THE SCOPE OF WORK TO BE CARRIED OUT BY WALKED.

### BOUNDARY/SURVEY NOTE:

ALL SITE BOUNDARIES ARE TO BE CONFIRMED BY A LICENCED SURVEYOR PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. PLANS MAY BE SUBJECT TO CHANGE AT CLIENTS COST.

CLIENTS COST, REFER TO ENGINEER/SURVEYOR DRAWINGS FOR SITE LEVELS, BENCH MARKS, SERVICE LOCATIONS, CONTOURS & EARTHWORK DESIGNS

THIS SITE / PLAN IS SUBJECT TO WRITTEN CONFIRMATION FROM COUNCIL AND ANY INFRASTRUCTURE LOCATED ON OR NEAR THE PROPOSED SITE.

### DRIVEWAY CONSTRUCTION:

ONCE THE SUBGRADE IS WELL PREPARED, CONTRACTOR IS TO PLACE A MINIMUM BASECOURSE OF 150mm OF PM222 OG, WELL COMPACTED LE 99% MDD MOD, (THIS MATERIAL WOULD BE A CRUSHED QUARRY MATERIAL / NATURAL GRAVEL).

PLACE 25mm OF COMPACTED CLEAN SAND ON TOP OF THE COMPACTED PM2/20 QG MATERIAL.

INSTALL DRIVEWAY GRADE PAVERS (MIN. THICKNESS 75mm).

### LANDSCAPING NOTE:

LANDSCAPING SHALL BE PLANTED IN ACCORDANCE WITH APPROVED PLANING DRAWINGS-REFER TO STAMPED PLANS

### STORMWATER NOTE:

REFER TO ENGINEER'S DRAINAGE PLAN FOR ALL LEVEL. RETAINING WALLS & STORMWATER DRAINAGE DESIGN, NOTE: STORMWATER SLEEVES AS REQUIRED-REFER TO ENGINNERS REPORT & DETAILS.

### AREAS (D1) L LIVING U, LIVING GARAGE BACCHY PORCH TOTAL SITE P.O.S. SITE COVERAGE AREAS (D2) L LIVING U, LIVING U, LIVING U, LIVING TOTAL

L. LIVING 50.95
U. LIVING 84.95
GARAGEI/DRY 23.27
BALCONY 9.18
TOTAL 168.35
SITE 178.84
P.O.S. 26.61
SITE 0VERAGE 41.50%

61,88 79,75 23,76 13,92 0,60

179.91 sqm

32.12 48.22%

### AREAS (D3) L. LIVING

L LIVING 49.41
U. LIVING 84.65
GARAGELIDRY 23.27
BALCONY 9.18
TOTAL 166.51
SITE 178.84
P.O.S. 26.03
SITE 00VERGE 40.64%

### AREAS (D4)

L. LIVING 49.41
U. LIVING 88.79
GARAGE/L'DRY 25.29
BALCONY 10.07
TOTAL 173.56

### SITE: P.O.S. SITE COVERAGE

### AREAS (D5) L. LIVING 59.03 U. LIVING 61.35 GARAGE 19.92 VERANDAH 14.24 TOTAL 174.54

TOTAL 174,54

SITE 178,84

P.O.S. 51,71

SITE COVERAGE 52,11%

TRV HOME

No fence will be erected by builder

Project No. 1294.19	CLIENT APPROVAL	DATE	TYPE	NOTE
Drawing Type :	I CONFIRM THAT THE PLANS AND DETAILS CHARMS	19.12.19	DEVELOPMENT PLANS	PROUBLED DESTRUMENT CHALLES TARRIEN AL PROPRIENCE CYCHE STALLESS DE ARMIEUX, VISINE I BLANKSTIME & LANGEL PRINTE TO COMMUNICAMENT DE ANY INJULIES DE ARMIEUX
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SITE PLAN	BUILDING APPROVAL AND CONSTRUCTIONS			CONFLICTION THE SYMPHIC COSE OF ALETRALIC GUILDING ACT & PETRALITIONS & WILLYAMS A PETRALIC COMMAND.
	DATE			GLAZING NOTE.
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PROPOSED RESIDENCE FOR: TRV HOMES

AT: 5 FLOTTA STREET, NEWTON



3 Generations of Success in Real Estate

357 Greenhill Road Toorak Gardens South Australia 5065

### PLEASE NOTE:

It is crucial you provide all details to ensure we have the correct information to provide to Vendors.

Licenced Real Estate Agents & Auctioneers RLA 181689 ABN 34 122 770 068

### **Letter of Offer**

REPLY EMAIL: bevan.bruse@bruse.com.au

**REPLY FAX: (08) 8431 8893** (Please call after faxing/emailing to confirm we have received your offer)

Note: This is not a contract of sale document. Both the purchaser and vendor must sign a contract of sale document before this offer becomes legally binding. An offer may be withdrawn at any time before signing a contract of sale document. Contracts of sale may also be subject to a 2 day cooling-off period (exercisable by the purchaser) under section 5 of the Land and Business (Sale and Conveyancing) Act 1994.

TO (THE AGENT): Bevan Bruse

DUDGUACEDE NAME.

\*To be given within 48 hours

bevan.bruse@bruse.com.au

0419 809 852

I/we the Purchaser as detailed below wish to make the following best and final offer to purchase the property detailed below upon the terms of the Society of Auctioneers and Appraisers (SA) Inc standard Contract for Purchase of Residential Land.

We acknowledge this offer is accepted and subject to the notice below I/we will be required to enter into and execute a contract in these terms. We acknowledge we may be one of several parties making offers to the Vendor to consider.

DI FASE DROVIDE VOUR		OUR PASSPORT OR DRIVERS LIC	ENCE
ADDRESS:			
Home:	Wk:	Mb	
Fax:	Email:		
PROPERTY PURCHA	SING:		
Purchase Price \$		Deposit \$	
Settlement Date			
CONDITIONS:			
Subject to Finance	YES NO Loai	n Amount: \$	
PLEASE NOTE YOUR LOA	N AMOUNT MUST BE I	NOMINATED	
1) Subject to Foreig	n Investment Revi	ew Board Approval YES 🗆	I NO □
2) Any other Condi	tion:		
SIGNED by the Purcl	naser:		
D	ated:		
The Purchaser acknowle Signed:		hereof: ed:	
The Vendor acknowledg			

### Bruse Real Estate

### For 3 Generations 1957 ->>>

The directors of **BRUSE Real Estate**, Bevan and Theon Bruse, are proud to say that the **Bruse** name has been associated with real estate for three generations. Sydney Bruse operated as a real estate agent for many years in the Payneham and Marryatville districts of South Australia. His son Bevan, grandson Theon, and Bevan's wife Jill have kept the name alive in the real estate industry.

Real estate is well established in the **Bruse** family. They are enthusiastic and extremely passionate about the industry. Bevan originally joined his father in real estate at the young age of 20. Bevan joined Brock Partners when the company commenced some 25 years ago. Theon joined Bevan at Brock Partners 18 years ago until they opened a franchise in the Eastern suburbs.

Bevan and Theon Bruse decided to open the "Bruse" agency, a boutique agency suitable to their select clients to offer them a service that they believe is ahead of the rest. Bevan's wife Jill is now part of the Bruse agency in a business management capacity.

The Bruse office is active in selling property and property management. The Bruse office is wonderfully positioned on Greenhill Road, at Toorak Gardens just opposite all the banks and Burnside Village. This prominent position has excellent car parking at the rear of the building, making it easier for buyers, sellers, landlords, tenants and other clients to call into the office. It is also extremely close to the city and business centre.

The interior of the office is very bright, light and airy with modern designer décor. The **Bruse** staff enjoy the environment and the social life of working close to one of Adelaide's premium shopping centres, Burnside Village, and the excellent local restaurants and amenities. **BRUSE Real Estate** welcomes you to call into their office whenever you pass by.