



# Title Information: ABN85275

## Search summary

<b>Date/Time of search</b>	24-01-2024 15:20:30
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<b>Transaction number</b>	SCO-16886536
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<b>User Reference</b>	Knowles -LER
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# Section A

# ABN85275

## Property

**Date of first registration** 23-04-1998

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**Date title sheet updated to** 06-01-2020

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**Hectarage Code** 0

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**Real Right** OWNERSHIP

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**Map Reference** NJ9209NE

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**Title Number** ABN85275

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**Cadastral Unit** ABN85275

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## Sasine Search

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**Property address** 18 MILLBANK VIEW GRANDHOLM CRESCENT, BRIDGE OF DON,  
ABERDEEN

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**Description**

Subjects 18 MILLBANK VIEW, GRANDHOLM CRESCENT, BRIDGE OF DON, ABERDEEN within the land edged red on the Title Plan being the ground floor flat edged brown on the said Plan of the Block 17 to 25 (inclusive) MILLBANK VIEW; Together with (First) an equal share pro indiviso along with the proprietors of the remaining twenty three flats in the Block of Flats of which the subjects in this Title forms part in and to (a) the solum on which the said Block of is erected, (b) the foundations, outside supporting walls, division walls, gables and roof, (c) the common sewers, common drains, soil and rainwater pipes, water, gas and other pipes, rhones and conductors, electric cables, cables, wiring and other transmitters so far as used in common by the subjects in this Title and the remainder of the flats in the said Block, (d) any common entrance and steps, (e) any common entrance doors, common entrance hall and passages, stairways, railings, landings, interior walls, windows and ceilings, (f) any common stair or passage lighting, common television aerials and relative equipment (if applicable) and any common security entry phone system and alarm system (if applicable) and (g) all other things and rights so far as mutual or of common service to the subjects in this Title and the remainder of the flats in the said Block, (Second) an equal share along with the proprietors of all the flats which are constructed within the area edged mauve on the said Plan in and to accesses, footpaths, amenity areas, open spaces, landscaped areas, ornamental ground, paths, steps, parking areas, bin/refuse stores, any cycle stores and all and any other things common to all ninety nine flats within the said area edged mauve on the said Plan, all as these are hatched red on the said Plan, but under exception of any part of the said area hatched red which is disposed to one or more shops constructed within the aforementioned area edged mauve on the said Plan, (Third) a pro indiviso share of ownership along with the proprietors of all residential properties constructed within the Grandholm Village Development, Aberdeen, (to include detached, semi-detached and terraced dwellinghouses, flats and apartments) in and to all common areas within the Development to include amenity areas, open spaces, play areas, private roadways, footpaths, and all other items common or mutual to the subjects in this Title and the remainder of the residential properties within the Development and (Fourth) the whole rights common or otherwise effering thereto specified and contained in the Deed of Conditions in Entry 6 of the Burdens Section; Together also with (a) a right of pedestrian and vehicular access over the Grandholm pedestrian and vehicular bridge tinted red on the said Plan, (b) a right of pedestrian access over the Grandholm pedestrian bridge tinted mauve on the said Plan (which bridges are hereinafter referred to as "the Grandholm Bridges") and (c) a right of access over the unadopted section of Gordon's Mills Road hatched green on the said Plan.

**Notes**

1. The minerals under the part tinted brown on the Title Plan are excepted. The conditions under which these minerals are held are set out in the Blench Disposition in Entry 1 of the Burdens Section.
2. The part edged and numbered 1 in green on the Title Plan has been removed from this Title.

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## Section B

**ABN85275**

### Proprietorship

WILLIAM PHILIP KNOWLES and CAROL ANN HUTCHEON KNOWLES spouses, Adensmere, Urydale, Inverurie, AB51 3XY equally between them.

<b>Entry number</b>	1
<b>Date of registration</b>	20-01-2009
<b>Date of Entry</b>	16-01-2009
<b>Consideration</b>	£121,000

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## Section C

**ABN85275**

### Securities

<b>Entry number</b>	1
<b>Specification</b>	Standard Security for £93495 and further sums by said WILLIAM PHILIP KNOWLES and CAROL ANN HUTCHEON KNOWLES to BARCLAYS BANK UK PLC incorporated under the Companies Acts in England and Wales (Company Number 9740322) and having its registered office at 1 Churchill Place, London E14 5HP and a place of business at PO Box 187, Leeds LS11 1AN.
<b>Date of registration</b>	12-12-2019

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## Section D

**ABN85275**

### Burdens

Number of Burdens: 8

#### **Burden 1**

Blench Disposition by Trustees of Mary Cassie or Kemp to J and J Crombie Limited and their successors and assignees (hereinafter referred to as "the said disponees"), recorded G.R.S. (Aberdeen) 5 Jan. 1949, of the subjects tinted brown on the Title Plan, contains the following burdens;

Reserving to us as Trustees foresaid and our successors the rights of the National Coal Board the whole mines, metals and minerals within the piece of ground hereby disposed; Reserving also to us as Trustees foresaid all fishing rights on the said River Don effeiring to the subjects hereby disposed and the right to use that portion of the bank of the said River forming part of the subjects hereby disposed for the purpose of exercising the said fishing rights; The subjects hereby disposed are to be used solely for the erection and maintenance by the said disponees of supports for the span of a Bailey Bridge to be erected by them across the said River Don for the use of their employees and of a concrete stairway descending from Gordon's Mills Road aforesaid and forming an access approach to the said Bridge and shall not be used for any other purpose; The said disponees before commencing any work on the construction of the said Bailey Bridge supports, stairway or other access approach to said bridge shall prepare and submit plans thereof and generally from employing the said subjects in any trade which might be hurtful to the amenity of the neighbourhood; And they are also prohibited from having on the feu any buildings, fences or structures other than those hereinbefore expressly provided for; Declaring also that in the event of our said disponees discontinuing the use of the said Bailey Bridge it shall be in the option of us as Trustees foresaid to resume possession and ownership of the said piece of ground hereby disposed without payment to our said disponees of any consideration therefor our said disponees being bound to remove at their own expense all buildings and erections remaining thereon; And if the said disponees shall at any time contravene or fail to implement any of the conditions, burdens, declarations, reservations, prohibitions, obligations and others herein written then and in any of these events, all acts and deeds of contravention and also this present Blench right and all that may have followed thereon shall in the option of us as Trustees foresaid and our foresaids become void and null, without declarator or other process of law to that effect, any law or practice to the contrary notwithstanding, and the said disponees shall forfeit all right and title in and to the said piece of ground and any buildings thereon which shall in that event revert to us as Trustees foresaid and our foresaids as Superiors thereof in like manner as if these presents had never been granted.

#### **Burden 2**

Deed of Conditions, recorded G.R.S. (Aberdeen) 15 Nov. 1983, by Citan Limited, heritably vest in the areas of ground described in the First to Fifth Places (collectively referred to as "the whole subjects"), of which the subjects in this Title form part, sets forth and declares burdens &c. in the following terms, viz:

CONSIDERING that we are about to sell off parts of the whole subjects and the whole subjects will be divided into the following sections -

(a) that area of ground extending to Four acres and Three Hundred and Forty-four decimal or One thousandth parts of an acre (which lastmentioned area of ground is hereinafter referred to as "the green subjects");

(b) those two areas of ground extending to One hundred and Twenty-seven acres and Fifty decimal or One hundredth parts of an acre (which lastmentioned two areas of ground are hereinafter referred to as "the blue subjects"); and

(c) that area of ground extending to Fifty Acres and One hundred and Fifty-six decimal or One thousandth parts of an acre (which lastmentioned area of ground is hereinafter referred to as "the red subjects"); FURTHER CONSIDERING it is proper and expedient to set forth and declare the various reservations, real burdens, conditions, prohibitions, declarations, obligations and stipulations incumbent upon the proprietors of the whole subjects or any part thereof We Do Therefore provide set forth and declare:

(First) there is reserved from the blue subjects in favour of the green subjects, and the red subjects and the proprietors thereof in all time coming, all existing rights of way, servitudes, wayleaves and water and drainage rights as may be required for any existing water supply pipes, drainage pipes, gas pipes, electricity cables and other facilities or services presently enjoyed by the green subjects, and the red subjects so far as situated in or affecting the blue subjects with the right of access to the proprietors of the green subjects, and the red subjects when required, for inspection, repair, maintenance, and when necessary, renewal of the same, subject to the party exercising such right, making good any damage thereby occasioned;

(Second) there is reserved from the green subjects in favour of the red subjects and the proprietors thereof, in all time coming, all necessary rights of way, servitudes, wayleaves and water and drainage rights as may be required for any existing water supply pipes, drainage pipes, gas pipes, electricity cables and other facilities or services enjoyed by the red subjects, so far as situated in or affecting the green subjects with the right of access to the proprietors of the red subjects when required, for inspection, repair, maintenance, and when necessary, renewal of the same, subject to the party exercising such right, making good any damage thereby occasioned;

(Third) there is reserved from the blue subjects in favour of the green subjects, and the red subjects and the proprietors thereof, in all time coming, a right of vehicular and pedestrian access over all existing roads, ways and paths presently situated within the blue subjects;

(Fourth) in the event that the blue subjects or any part or parts thereof are developed as a residential housing development, or for any other purpose, the proprietors of the blue subjects will be bound and obliged to form a new roadway system serving said development and will, at their own expense, form to Local Authority standards, access roads connecting said roadway system to the boundaries of the green subjects, and the red subjects and on completion of said roadway system and said access roads, the proprietors of the green subjects, and the red subjects will surrender the servitude rights of vehicular and pedestrian access referred to in Condition (Third) hereof and in substitution therefor will be deemed to have been granted

hereunder a heritable and irredeemable servitude right of pedestrian and vehicular access over said roadway system and the said access roads;

(Fifth) the proprietors of the blue subjects will meet the whole cost of constructing the said roadway system to Local Authority Standards and shall free and relieve the proprietors of the green subjects, and the red subjects from any liability in connection therewith;

(Sixth) the proprietors of the blue subjects will be wholly responsible for the future maintenance of the said roadway system and the said access roads and shall free and relieve the proprietors of the green subjects and the red subjects from any liability in connection therewith;

(Seventh) in the event that the proprietors of the blue subjects form an extension of the said roadway system and/or a roundabout to connect the said roadway system with the public road known as and forming The Parkway, Bridge of Don, there shall be deemed to have been granted hereunder in favour of the green subjects, and the red subjects and the proprietors thereof in all time coming, a heritable and irredeemable servitude right of vehicular and pedestrian access over said extension to said roadway system and/or said roundabout and the proprietors of the blue subjects shall free and relieve the proprietors of the green subjects and the red subjects from any part of the cost of forming or maintaining the said extension to the said roadway system and/or said roundabout;

(Eighth) the reservations, real burdens, conditions, provisions, limitations, obligations, servitudes and stipulations hereinbefore written shall constitute the basis on which the whole subjects, or any part thereof, and the buildings erected thereon and that may be erected thereon, shall be held by us and our successors and assignees whomsoever, and shall be binding on and operative against us and them to the said end and effect as if we and they had been parties and signatories hereto and shall be enforceable and maintainable at the instance of any one part proprietor against another or others;

(Ninth) any difference or dispute as to the interpretation of these presents or as to the fulfilment or otherwise by any parties of their obligations hereunder or as to any matters connected therewith shall, failing agreement, be referred to a single Arbiter to be nominated, failing agreement by the Sheriff Principal of Grampian, Highland and Islands on the application of any party and the awards of such Arbiter shall be final and binding on all parties.

### **Burden 3**

Disposition by Citan Limited with consents to Illingworth, Morris PLC and their successors and assignees, recorded G.R.S. (Aberdeen) 25 Sep. 1985, of 12.8 acres forming the eastmost part of the subjects tinted blue on the Title Plan, contains the following burden;

There is reserved in our favour as proprietors of the adjoining subjects a heritable and irredeemable servitude right of access to and egress from the said adjoining subjects over the subjects hereinbefore disposed by all existing ways roads and paths for all necessary purposes and the right to lead all necessary supply pipes, drainage pipes, gas pipes, electricity cables and other facilities or services to said adjoining subjects through the subjects hereinbefore disposed with right of access thereto when required for inspection, repair, maintenance and



when necessary, renewal of the same, subject to the party exercising such right making good any damage thereby occasioned.

#### **Burden 4**

Grant of Wayleave by Winterbotham Strachan & Playne Limited (hereinafter referred to as the "first proprietor") and Illingworth Morris PLC (hereinafter referred to as the "second proprietor"), proprietors of the subjects hereinafter described to British Gas PLC and their successors (hereinafter referred to as "the Company"), recorded G.R.S. (Aberdeen) 26 Oct. 1987, contains the following;

We hereby GRANT and DISPONE to the said British Gas plc and their successors a heritable and irredeemable (except as aftermentioned) servitude right and tolerance in through and over the strips of land aftermentioned of laying down, constructing, inspecting, maintaining, protecting, using, replacing and removing or rendering unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by the Company on its own behalf or on behalf of other persons) connected with the exercise and performance of the functions of the Company and all necessary apparatus ancillary thereto (all hereinafter collectively called "the said works") in upon and over strips of land Twenty feet in width lying in the County of Aberdeen and indicated for identification purposes only by the lines shown coloured red and marked A to B, B to C and C to D on the plans annexed and signed as relative hereto (hereinafter called "the said strips of land") which Two hundred and eighty four yards, Three hundred and forty seven yards and Three hundred and eighteen yards respectively and are part and portion of ALL and WHOLE :-

(First)

The lands and estate of Persleyden and others in the Parish of Old Machar and County of Aberdeen and being the lands and others particularly described in a Disposition granted by Major John Paton of Grandholme in favour of Alexander Flockhart dated the twenty-eighth day of March and recorded in the Particular Register of Sasines kept at Aberdeen for the Counties of Aberdeen and Kincardine on the Eighteenth day of April, both in the year Eighteen hundred and sixty; and

(Second)

That area of ground part of the Grandhome or Grandholme Haugh lands extending to forty two acres, three roods and thirty one poles or thereby Imperial Measure lying in the said Parish and County being the subjects particularly described in a Disposition granted by Major John Paton of Grandholme in favour of James Crombie and John Crombie dated the Twenty-second and recorded in the new General Register of Sasines at Edinburgh on the Twenty-ninth both days of December Eighteen hundred and fifty-nine (hereinafter called "the said lands"): TOGETHER WITH the right to the Company of vehicular and pedestrian access to the said strips of land and of passage over the said strips of land for the purposes of the said works and of any works of the Company contiguous therewith and over the said lands for the purpose of access to the said strips of land at all reasonable times and in an emergency at any time whether or not with workmen, vehicles, machinery and apparatus.

2. The said servitude is granted with and under the following real burdens, conditions and obligations, namely:- COMPANY'S OBLIGATIONS:

(i) In exercising the servitude hereby granted the Company shall take all reasonable precautions to avoid obstruction to or interference with the use of the said lands and damage or injury thereto;

(ii) The Company shall so far as reasonably practicable make good all damage or injury to the said lands caused by the exercise by the Company of the servitude hereby granted and shall make full compensation to the first and second proprietors in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid;

(iii) The Company shall so far as reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof, notification whereof shall be given to the first and second proprietors by the Company, render the same permanently safe and on so doing the servitude right hereby granted shall be deemed to be discharged the Company thereafter having no rights or obligations in respect of the said works or part thereof in the said lands;

(iv) The Company shall keep the first and second proprietors indemnified against all actions, claims or demands arising by reason of the exercise of the servitude hereby granted or failure to keep the said works in proper repair and condition as aforesaid (excepting any such actions, claims or demands as may be occasioned by the negligent or wrongful act of the first and second proprietors or their servants or agents) provided that the first and second proprietors shall not settle or compromise any such actions, claims or demands as are referred to herein without the prior consent of the Company;

(v) The Company shall indemnify and keep the first and second proprietors indemnified against all loss, damage, claims, demands, costs and expenses which may arise or be incurred by virtue of any damage or destruction of the pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipeline or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the first or second proprietors or their servants or agents provided that the first and second proprietors shall not settle or compromise any such claims or demand as are referred to herein without the consent of the Company;

(vi) The Company shall pay all public rates and taxes which may be imposed in respect of the said works or the servitude hereby granted;

(vii) If any interference with or disturbance of the functioning of any drain or drainage system in, on or under the said lands can be shown by the first and second proprietors to have been caused by the laying of any pipeline in the exercise of the servitude hereby granted then the Company shall so far as reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the first and second proprietors in respect thereof in so far as the same shall not have been made good as aforesaid.

3. For the purpose of securing to the Company the said servitude and to benefit and protect the same at all hands the first and second proprietors bind themselves and their successors in the ownership of the said strips of land:-

OWNER'S OBLIGATIONS - (i) not to do or cause or permit to be done on the aid land anything calculated or likely to cause damage or injury to the said works and to take all reasonable precautions to prevent such damage or injury;

(ii) not, without the prior consent in writing of the Company, to make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Company or so as to affect in any way the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works;

(iii) not to erect or instal or cause or permit to be erected or installed any building or structure or permanent apparatus in, through, upon or over the said strips of land provided that nothing herein contained shall prevent the first and second proprietors from installing any necessary service pipes, drains, wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Company or their agents or from carrying on normal agricultural operations or acts of good husbandry including fencing, hedging and ditching not causing such interference, obstruction or material reduction of the depth of soil as aforesaid.

4. ARBITRATION -Any dispute arising hereunder shall be determined in default of agreement by a single arbiter to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the Chairman of the Scottish Branch of the Royal Institution of Chartered Surveyors and the provisions of the Arbitration (Scotland) Act 1894 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination.

5. DECLARING FURTHER - SUPPORT - (i) The conditions hereinbefore contained in Clauses 2 and 3 hereof shall have effect subject to this Clause;

(ii) The statutory provisions substituted by Part II of the Mines (Working Facilities and Support) Act 1923 for Sections 71 to 78 of the Railway Clauses Consolidation (Scotland) Act 1845 are deemed to be incorporated herein;

(iii) The said provisions shall be construed as if the reference therein to the Mine Owner were reference to the first and second proprietors and as if references to the Company were references to British Gas plc and references to rail level were references to top of pipe line level;

(iv) Any arbitration under the said provisions shall be in the manner hereinbefore provided by Clause 4 hereof and such of the provisions referred to in this Clause as may be inconsistent therewith shall be of no effect.

Note: The said lines coloured red and marked A to B, B to C and C to D on the plan annexed to the above Grant of Wayleave are shown by a green broken line and lettered A to B, B to C and C to F in blue on the Title Plan.

## Burden 5

Disposition by J & J Crombie Limited with a consent to Ledge 384 Limited and their successors and assignees, registered 9 Jun. 1998, of subjects of which the subjects in this Title form part, contains the following reservations in favour of the proprietors of the subjects hatched in blue on the Title Plan (hereinafter referred to as "the Retained Property") which are burdens on the subjects in this Title;

RESERVING for all purposes both present and future:-

(First)

A heritable and irredeemable servitude right of pedestrian and vehicular access to and egress from the Retained Property over the existing roads, bridges and footpaths forming part of the subjects hereby disposed and any other public roads and/or bridges and/or footpaths which may subsequently be formed in or upon the said subjects; and

(Second)

A heritable and irredeemable servitude right to use, maintain, repair, replace, inspect, remove and upgrade all existing service media of all types leading through the subjects hereby disposed serving the Retained Property and to lay, use, maintain, repair, replace, inspect, remove and upgrade any new service media of all types (including but without prejudice to the foregoing generality the right to connect into any mains water or drainage facility) installed in, on or under the subjects hereby disposed now or at anytime in the future but that subject to

(i) the laying of any new service media shall be along such routes as may be approved by Ledge or their successors acting reasonably and application for such shall only be made where it can be shown to the reasonable satisfaction of Ledge that there is not other reasonably economic and practicable route;

(ii) Ledge or their successors shall be entitled to withhold such consent in the event that it is proposed that any services are likely to affect either the re-development or any proposed development of the said subjects; and

(iii) Crombie or their foresaids shall be required to reinstate all damage caused by the exercise of such rights and that to the satisfaction of Ledge acting reasonably, and in the event of such works of reinstatement not being carried out within fourteen days of the completion of the said works, Ledge or their foresaids will be entitled to carry out the works themselves and to charge Crombie or their foresaids all costs incurred by them in so doing.

## Burden 6

Deed of Declaration of Conditions, registered 25 Nov. 2004, by Cala Grandholm Limited, Proprietor of the subjects edged red on the Title Plan, under exception of the subjects edged and lettered A, in brown, on the said Plan (all hereinafter referred to as "the Area of ground"), of

which the subjects in this Title form part, sets forth and declares burdens &c in the following terms:

CONSIDERING that we are about to construct on the said area of ground flats and dwellinghouses and other erections and are about to execute Dispositions or other Conveyances in favour of the various purchasers THEREFORE the Developers have resolved to execute these presents setting forth reservations, real burdens, conditions, provisions, limitations, obligations, stipulations and others under which the Developers are to sell or otherwise deal with or affect the Area of Ground or any part thereof (including the said Flats and Dwellinghouses and other buildings with ground and others pertaining thereto);

(FIRST)

"Factor" means the Factor appointed in terms of Clause (THIRTEENTH) hereof.

"Feu" means the Dwellinghouse or the Flat with any offices, outhouses, garages or lockups or other buildings or premises or garage spaces or parking spaces in respect of which any Disposition or other Conveyance has been granted together with the ground (if any) and the whole common and other rights, parts and pertinents effering thereto.

"Flat" means a flatted dwellinghouse upon the Area of Ground and includes a Mews Flat.

"Block of Flatted dwellinghouses" means a building upon the Area of Ground containing flatted dwellinghouses entering by common entrances.

"Dwellinghouse" means any terraced house, semi detached or detached dwellinghouse with any offices, outhouses or garages, parking areas, or other buildings or premises pertaining thereto in any case lying within the Area of Ground in respect of which any Disposition or other conveyance has been granted with the ground and the whole common and other rights, parts and pertinents effering thereto.

"Block of Mews Flats" means a building comprising garages and/or stores (shops) on the ground floor with flatted dwellinghouses situated above and lying within the Area of Ground.

"Mews Flat" means a Flat situated above garages or stores (shops) on the ground floor of any building lying within the Area of Ground.

"Parking Space" means a parking space upon the Area of Ground owned by or allocated to a Proprietor or owned in common by any number of Proprietors.

"Proprietor" the party (or where granted in favour of more than one party, the parties) in whose favour a Disposition or other conveyance of a Feu or any part thereof is granted as aforesaid and his successors, executors and assignees whomsoever, or in the case of a corporate persona its successors and assignees whomsoever (the singular including the plural and any reference to the masculine gender shall include the feminine gender).

"Developers" means the said Cala Grandholm Limited.

"Common Property" means the Block Common Property, the Mews Block Common Property, the Garage Block Common Property and/or the Development Common Property.

(SECOND)

No house or building whether of a permanent, temporary or portable nature shall be erected on the Area of Ground (other than those to be erected by the said Cala Grandholm Limited as part of the initial development of the Area of Ground) nor shall any addition, enlargement, alterations, rebuilding or reconstruction in whole or in part be made on any Flat or Dwellinghouse or other building on the Area of Ground until the plans thereof have been approved and written consent thereto given by the Developers for so long as the Developers retain title to any part of the Area of Ground. Once the Developers cease to be owners of any part of the Area of Ground the Proprietors shall not be required to seek our approval or consent for any proposed additions, enlargements, alterations etc as aforesaid but they shall require to seek the consent of the Local Authority Director of Planning.

(THIRD)

Each Flat or Dwellinghouse is to be used and occupied solely as a private flat or dwellinghouse (and any ground effeiring thereto shall be used as a garden and for no other purpose whatever) and shall not be sub-divided nor occupied by more than one family at a time and the Flat or Dwellinghouse shall not be used for the carrying on therein of any trade, business or profession or for the selling of any goods or wares of any sort whether or not such use may be deemed incidental or natural to the ordinary residential use of the Flat or Dwellinghouse or whether any person occupying the same may have contractual right to use the same for or in connection with or arising out of any trade, business or profession notwithstanding any rule or law to the contrary; no shops or other buildings shall be erected on the Area of Ground for the sale of any wines or spirits or other excisable liquors nor for the making or manufacturing of any goods for sale; no board, card, plate or advertising notice of any kind shall be placed on the subjects without the written consent of the Developers, for so long as they retain title to any part of the Area of Ground, and thereafter of the Factor; no power boats, marine craft, caravans, commercial vehicles or vehicles other than private motor cars, motor cycles or cycles shall be parked or stored in the open and no handicrafts shall be carried on therein nor shall anything be done on the Area of Ground or in any Flat or Dwellinghouse which may be deemed a nuisance or occasion disturbance to adjoining Proprietors.

(FOURTH)

Each Proprietor of a Dwellinghouse shall be bound (himself or jointly with the adjoining Proprietor in respect of any wall, fence or hedge serving more than one Dwellinghouse) to erect so far as not already erected and maintain all boundary walls, fences or hedges pertaining to or serving his Dwellinghouse to the satisfaction of the Developers (as long as the Developers retain title to any part of the Area of Ground) and after the Developers cease to have title to any part of the Area of Ground, to the satisfaction of the Factor and shall free and relieve the Developers of all claims in respect of such walls or fences; no boundary walls or fences shall be added to or increased in height or altered in any way unless with the prior written consent of the Developers (so long as the Developers retain title to any part of the Area of Ground) or the Factor, as aforesaid, and in any event such walls or fences (except those already erected) where ex adverso a roadway shall not exceed one metre in height from the heel of the footpath



and shall not exceed one and one-half metres in height from the front boundary of the Feu to the back building line of the Dwellinghouse erected thereon and elsewhere shall not exceed two metres in height (such heights may be altered with the consent of the Developers, so long as the Developers retain title to any part of the Area of Ground and thereafter of the Factor) and no further boundary, divisional or other walls or fences, trellis work or ornamental fencing or draughtboarding fencing shall be erected anywhere on the Area of Ground nor shall bounding walls or fences be used as a support or strengthening for such trellis work, ornamental fencing or draughtboarding fencing without the written consent of the Developers, for so long as the Developers retain title to any part of the Area of Ground and thereafter of the Factor.

(FIFTH)

The ground appertaining to any Flat or Dwellinghouse or any Block of Flatted Dwellinghouses or Block of Mews Flats shall be laid out as garden ground or shrubbery and maintained by the Proprietor or Proprietors having an interest therein as such in a neat and tidy condition in all time coming to the satisfaction of the Developers (so long as they retain title to any part of the Area of Ground) and thereafter of the Factor and vegetables shall not be grown in any ground lying in front of any Flat or Dwellinghouse; only grass, flowers, shrubs and trees shall be planted in any open spaces, amenity area, landscaped and play areas; trees, hedges and plants of any kind (except so far as already existing) shall not at any time exceed one metre in height; existing trees or shrubs or bushes growing on the subjects at the date of granting of the Disposition or Conveyance by the Developers shall be maintained to the satisfaction of the Developers, so long as they retain title to any part of the Area of Ground, and thereafter of the Factor and shall not be cut down, topped, pruned, removed or in any way damaged except with the prior written consent of the Developers, so long as they retain title to any part of the area of Ground, and thereafter of the Factor. All losses of trees and shrubs or plant stock occurring in the first three years following planting shall be replaced to the satisfaction of the Local Authority Director of Planning as often as may be necessary to ensure establishment.

(SIXTH)

There is hereby reserved to the Developers, the Factor and to the Proprietor of each Flat or Dwellinghouse on the Area of Ground, a full right of access along and over all roads, pavements, footpaths and lanes, used or intended for use by the Proprietors or several of the Proprietors in common together with a right to lead such sewers, drains, rain water, soil, waste and water supply pipes, gas and electric mains and other transmitters through the Area of Ground as the Developers consider necessary with all necessary rights of access thereto for cleaning, maintenance or repair of the same and right to restore or renew the same in the event of damage or destruction subject to making good any surface damage occasioned thereby, and in so far as the same is used in common by the Proprietors of several Flats or Dwellinghouses, each Proprietor shall pay one share for the Flat or Dwellinghouse owned by him of the cost of cleaning, maintenance and repair or restoration or renewal of all such roads, pavements, footpaths, lanes and service media so far as used or intended for use in common by the Proprietors or several of the Proprietors in common. The foregoing reservation and rights of access shall also operate in favour of the Local Authority, Scottish Power plc and/or any other utility suppliers and their successors in title, who shall have, in particular, access for maintenance, repair, inspection, renewal, alteration, replacement and removal to the water main and any sewers, drains, water pipes et cetera, plant, gas mains and pipes et cetera, electric mains, cables, et cetera, street lights et cetera and the other service media; and the

Proprietors are prohibited from doing any act which would materially interfere with or render more expensive the said rights of access including building, placing trees, shrubs, fences and walls over or in close proximity to the said mains, pipes, drains, cables and plant and other service media. In addition, the Proprietors shall be bound, if required, to sign any Wayleave Agreement or Deed of Servitude required in connection with any of the foregoing rights.

Without prejudice to the foregoing generality (a) the area of Ground is hereby burdened with a heritable and irredeemable servitude right of wayleave for and access to, for the purposes of maintenance repair and renewal of, the water main and any sewers, drains, water pipes and other service media said right being reserved in favour of the Water Authority and their successors in title and (b) there shall also be reserved in favour of Scottish Power plc and their successors in title an heritable and irredeemable servitude right of (i) passage for traffic of all kinds to and from any sub-station and/or gas governor situated within the Area of Ground and (ii) entry onto the ground adjoining the said sub-station for all necessary purposes in connection with the construction and subsequent maintenance of the said electricity sub-station and/or gas governor subject to making good any damage occasioned by the exercise of the said servitude rights. There is further reserved to the Developers, a full right of access in and to the solum of each feu as described in the Disposition granted in favour of the various proprietors, and to any Common Property, together with a right to excavate and carry out any works which the Developers may consider necessary, subject to reinstatement of the ground.

(SEVENTH)

Each proprietor shall maintain his Flat or Dwellinghouse and garage or Parking Space (if any) pertaining thereto in good state of repair and decoration and take all appropriate steps either himself or in conjunction with others to prevent damage to the fabric of the same which may prejudice the stability thereof or create a nuisance to other Proprietors or their tenants, and, in particular, but without prejudice to the foregoing generality, by control of vermin and immediate treatment of any dry rot or other form of rot or infestation which may be detected and the repair of any damage to water or other service pipes or wires and in the event of failure by a Proprietor to take timeous and adequate measures to prevent and repair such damage or such defect including reasonable notification to adjoining Proprietors whose premises may be affected (except in the case of an emergency), with a view to safeguarding their property, the Proprietor in question shall be liable for any damage caused thereby.

(EIGHTH)

Subject to Clauses (SEVENTEENTH), (TWENTY FIRST) and (TWENTY SECOND) where the Proprietors of two or more Flats or Dwellinghouses have a common right of property (it being a question of fact as to what are common rights) in any part or portion of the Area of Ground each Proprietor shall be bound to uphold and maintain in good order and repair such parts or portions in all time coming and in the event of damage or destruction shall restore or renew the said parts or portions paying one share of the cost of so doing for each Flat or Dwellinghouse owned by him and without prejudice to the foregoing generality each Proprietor shall be bound, along with the other Proprietor or Proprietors having right thereto, and to the extent of one share each, to uphold and maintain in good order and repair in all time coming and in the event of damage or destruction to repair or renew such parts or portions of the Area of Ground as may be common (including any common television aerials with equipment relative thereto). Each Proprietor shall have the right of access to neighbouring or adjoining properties (subject



to reasonable notification to adjoining Proprietors whose premises may be affected (except in the case of emergency) and subject also to making good any damage caused by the exercise of the right of access) to carry out the foregoing repairs and maintenance and for the purposes of carrying out any maintenance, repairs or renewal of any part of an individual Flat, Dwellinghouse, garage, Parking Space or any boundary walls or fences which are located on or near any boundary.

(NINTH) It is hereby provided and declared that each Proprietor shall be prohibited from selling or disposing of any car-port, garage or Parking Space pertaining to his Flat or Dwellinghouse separately therefrom or from using them for any purpose other than for the parking of a private car without the consent of the Developers, so long as the Developers retain title to any part of the Area of Ground, and thereafter of the Factor.

(TENTH) The following further reservations, real burdens, conditions and others will apply:-

(One) The parking of motor cars, cycles, caravans or any other vehicle of any nature shall not be permitted on access ways or on any paths, borders or amenity areas, landscaped or play areas or open spaces at any time. The Proprietors shall be obliged to park all motor cars and any other vehicles in their respective garages or otherwise in the defined parking areas or in the boundaries of their respective Feus.

(Two) the parking of motor cars, cycles, caravans or any other vehicle of any nature shall not be permitted in such a way as to prevent vehicular and pedestrian access by any other Proprietor to his Dwellinghouse, Flat and/or garage or Parking Space.

(Three) No clothes poles or clothes lines shall be erected on any part of the Area of Ground nor shall they be attached to or suspended from any window in any of the Flats or Dwellinghouses or from any part of the exterior walls.

(Four) No garbage cans or ash buckets or any other form of refuse receptacle or any other articles of any nature shall be permitted to be left or deposited otherwise than in accordance with the regulations and recommendations of the Local Authority.

(Five) The Proprietor, tenant or occupier of each Flat or Dwellinghouse is hereby expressly prohibited from keeping poultry, ducks, pigeons, rabbits, bees or other livestock or domestic animals which shall prove a nuisance to adjoining proprietors. The Developers so long as they retain title to any part of the Area of Ground, and thereafter the Factor appointed in terms of clause (THIRTEENTH) hereof shall have the sole discretion to determine whether or not such livestock or domestic animals constitute a nuisance.

(Six) No trees or shrubs or bushes shall be cut down, lopped, pruned, damaged or removed from any amenity ground, play areas, landscaped areas or open spaces unless the same have become dangerous or overgrown and only after having first received written consent from the Developers (so long as the Developers retain title to any parts of the Area of Ground) and thereafter by the Local Authority Director of Planning and further, the Proprietors of the Flats or Dwellinghouses shall be bound to maintain in good order all hedges, shrubbery and trees in such amenity ground, play areas or other common areas.

(Seven) The Proprietors shall be bound to make the Disposition and Title Deeds of their respective Flats and Dwellinghouses forthcoming to the Developers for a reasonable time on all necessary occasions when required, and that free of expense to the Developers.

(ELEVENTH)

The Proprietors shall be jointly liable to form so far as not already formed and thereafter maintain, all to the satisfaction of the Developers in the situation and to the levels which have the Developers' approval, all roads, pavements, footpaths, lanes and sewers on the Area of Ground so far as included in or ex adverso the Area of Ground. The obligation for maintenance of these or any of these will cease only if and when these or any of these are taken over for maintenance purposes by the Local Authority.

(TWELFTH)

The external painting of the Flats, Dwellinghouses and Garages including (a) window surrounds, exteriors and all doors, (b) internal common parts of any Block of Flatted Dwellinghouses, including internal halls, passages and stairs, landings, window surrounds, common doors and the exteriors of the front doors of any Block of Flatted Dwellinghouses shall be maintained in a uniform colour and no Proprietor shall be allowed to paint any external woodwork, metalwork or outside walls of his Flat, Dwellinghouse or garage a different shade or colour to the remainder of the Dwellinghouses, Flats or Garages in the Area of Ground and further, the external woodwork, metalwork and garage doors pertaining to any garages shall be all maintained in a uniform colour. Furthermore, each Proprietor shall be bound to repaint/revarnish the exterior woodwork of his Flat or Dwellinghouse every four years.

(THIRTEENTH)

There shall be appointed a Factor who will be responsible for instructing and administering the common repairs and maintenance of the Block Common Property (as defined in clause (FOURTEENTH) hereof), the Mews Block Common Property (as defined in clause (TWENTY FIRST) hereof), the Garage Block Common Property (as defined in clause (TWENTY SECOND) hereof), the Development Common Property (as defined in clause (EIGHTEENTH) hereof), and the whole other common items on the Area of Ground and to apportion the cost thereof amongst the several Proprietors concerned in accordance with the provisions of these presents. The Developers shall appoint the Factor at any time after completion of any of the Flats or Dwellinghouses within the Area of Ground. The Factor's initial appointment shall continue for a period of up to five years after the date of the sale by the Developers of the last Dwellinghouse or Flat and shall continue until removed by the Proprietors who may at a meeting convened as aftermentioned reappoint the nominated Factor or terminate their appointment, but in that event other managing agents must be in all time appointed in their place. In the first instance, the Factor shall be Messrs. F G Burnett, 33 Albyn Place, Aberdeen.

(FOURTEENTH)

The Proprietors of each Flat in a Block of Flatted Dwellinghouses shall possess a right of common property with each and every other Proprietor of a Flat within the Block of Flatted Dwellinghouses of which his Flat forms part in and to the whole parts of that Block of Flatted Dwellinghouses which are used by or serve more than one of the Flats (excepting parts of the

Block of Flatted Dwellinghouses which are specifically conveyed to a Proprietor or the Proprietors of some, but not all, of the Flats as his or their exclusive or common property) and, without prejudice to the foregoing generality but subject to that exception, the Block Common Property of a Block of Flatted Dwellinghouses shall include (a) the solum on which that Block of Flatted Dwellinghouses is erected; (b) the foundations, outside supporting walls, division walls, gables and roof and roof space thereof and the hatchways leading to the roof and the roof space (if any); (c) the entrance doors and steps (if any), the common entrance halls and passages, the stairways and railings, landings, passageways, lifts and liftgear, the walls, windows and ceilings leading to the upper floors and roof, any common stair or passage lighting, the bin stores serving that Block of Flatted Dwellinghouses and the cycle stores serving that Block of Flatted Dwellinghouses; (d) the common television aerial and relative equipment and any security and entry phone system; (e) the common sewers, common drains, soil and rain water pipes, water, gas and other pipes, rhones and conductors, electric mains, cables, wires and other transmitters so far as used in common by the Flats of that Block of Flatted Dwellinghouses; and (f) the boundary walls surrounding that Block of Flatted Dwellinghouses and all other parts and pertinents of that Block of Flatted Dwellinghouses which are common and mutual to the Proprietors thereof; (all herein defined as the "Block Common Property"). Each Proprietor in a Block of Flatted Dwellinghouses shall contribute an equal share towards the expense of maintenance of the Block Common Property of that Block of Flatted Dwellinghouses, one share being payable in respect of each Flat owned; (Declaring however that the Proprietors of any ground floor Flat within a Block of Flatted Dwellinghouses shall bear no share of the costs of maintenance, repair and renewal of the lifts and lift gear serving that Block of Flatted Dwellinghouses); Each Proprietor shall have a right of access to the adjoining property for the purpose of carrying out repairs and maintenance to the foregoing Block Common Property, (subject always to the party exercising the right paying for or re-instating any damage caused by the exercise of said rights)

(FIFTEENTH)

The Proprietor of each Flat shall have rights of access to and egress from his Flat by the main entrance, roadways and the respective paths, passages and stairways leading to his Flat. The Proprietor of each Flat in a Block of Flatted Dwellinghouses shall be bound to give to the other Proprietors and to the Factor (and their respective agents and Contractors) free access to and egress from the roof of the Block of Flatted Dwellinghouses by the passage landings, stairways and hatchways (if any) leading to the roof for the purpose of cleaning and repairing the roof and gutters and for all necessary purposes on said roof, but for no other purpose and also access to his Flat at all reasonable times to allow all and every repair necessary for the comfortable enjoyment of the Flats owned by the other Proprietors; subject always to the party exercising the right of access paying for or reinstating any damage caused by the exercise of said rights.

(SIXTEENTH)

Where common lighting equipment has been installed in the common passages or stairs or a common television aerial and equipment erected or a security or entry phone system installed in or on a Block of Flatted Dwellinghouses, Block of Mews Flats, or Garage Block the Proprietors of the Flats in the Block of Flatted Dwellinghouses, Mews Flats within the Mews Block of Flats or Garages within the Block of Garages will be responsible in equal proportions for payment of the electricity account and all other maintenance and running costs of such systems and equipment pertaining to the Block of Flatted Dwellinghouses.

(SEVENTEENTH)

The Flats within a Block of Flatted Dwellinghouses shall each be held by each Proprietor thereof under burden of maintaining the Block Common Property in the Block of Flatted Dwellinghouses along with the other Proprietors in that Block of Flatted Dwellinghouses having an interest in the Block Common Property, each Proprietor in the Block of Flatted Dwellinghouses being liable for an equal share thereof.

(EIGHTEENTH)

Each Flat and Dwellinghouse shall be held by the Proprietor thereof under the burden of upholding and maintaining in good order and repair with the Proprietors of all Flats and Dwellinghouses in the Area of Ground, the amenity areas, open spaces, play areas, private roadways, footpaths, and all other items common or mutual to each Flat and Dwellinghouse in the Area of Ground, (all herein defined as "the Development Common Property") with each Proprietor being responsible for a share of maintenance and upkeep based on the proportion of the square footage of each Flat and Dwellinghouse in relation to the square footage of the total of all residential property constructed within the Area of Ground.

(NINETEENTH)

The following further reservations, real burdens, condition and others will apply to the Proprietors of Flats in a Block of Flatted Dwellinghouses:-

(a) The bin storage areas serving any Block of Flatted Dwellinghouses are to be used now and in all time coming for the storage and collection therefrom of domestic refuse and for no other purpose whatsoever and shall be held in all time coming by each of the Proprietors of the Flats within the Block of Flatted Dwellinghouses under the burden of upholding and maintaining the internal walls, floors, ceilings, doors and doorways of such bin storage areas in good order and repair.

(b) The cycle storage areas serving the Block of Flatted Dwellinghouses are to be used now and in all time coming for the storage, parking and collection therefrom of cycles and for no other purpose whatsoever and shall be held in all time coming by each of the Proprietors of the Flats within the Block of Flatted Dwellinghouses under the burden of upholding and maintaining the internal walls, floors, ceilings, doors and doorways of such cycle storage areas in good order and repair.

(c) The Proprietor of each Flat shall maintain his Flat in a good state of repair and decoration and take all appropriate steps either by himself or in conjunction with others to prevent damage to the fabric of the Block of Flatted Dwellinghouses of which his Flat forms part which may prejudice the stability thereof or create a nuisance to the other Proprietors or their tenants.

(TWENTIETH)

The Proprietors of (a) the Flats in each Block of Flatted Dwellinghouses; (b) the Mews Flats and other premises in each Block of Mews Flats; or (c) the Garages or other premises in each Block of Garages shall be bound to concur in keeping that (a) Block of Flatted Dwellinghouses; (b) Block of Mews Flats; or Block of Garages, constantly insured against loss by fire and other risks

normally insured against under a common Household Policy (the said policy to cover all the (a) Flats in the Block of Flatted Dwellinghouses; (b) all Mews Flats and other premises in the Block of Mews Flats; or (c) Garages and other premises in each Block of Garages) with an established Insurance Company for the full re-instatement value (increased by fifteen per cent to cover Architects' and Surveyors' fees) as assessed by the Developers in the first place and thereafter by a majority of the Proprietors in the (a) Block of Flatted Dwellinghouses; (b) Block of Mews Flats; or (c) Block of Garages, from time to time which insurance shall be in the name of the Factor for behoof of all the Proprietors of (a) the Flats in that Block of Flatted Dwellinghouses; (b) Mews Flats and other premises in that Block of Mews Flats; or (c) the Garages and other premises within that Block of Garages, and the holders of bonds or other securities over the same (if any) for their respective right and interests; said policy to be taken out and held by the Factor appointed as aforesaid; And each Proprietor of (a) a Flat in a Block of Flatted Dwellinghouses; (b) a Mews Flat or other premises in the Block of Mews Flats; or (c) a Garage or other premises within the Block of Garages, shall be bound to pay to the Factor an equal share or such other equitable share as the factor may determine of the annual premium necessary for keeping such insurance in force. And in the event of any (a) Block of Flatted Dwellinghouses; (b) Block of Mews Flats; or (c) Block of Garages, or any part thereof being destroyed or damaged by fire or other insured causes, the whole sum received from the Insurance Company shall be expended in re-erecting, re-instating or repairing the (a) Block of Flatted Dwellinghouses; (b) Block of Mews Flats; or (c) Block of Garages, or the part thereof so damaged or destroyed and in paying Architects and Surveyors fee; And the Proprietors of the (a) Block of Flatted Dwellinghouses; (b) Block of Mews Flats; or (c) Block of Garages, in question shall be bound to restore that (a) Block of Flatted Dwellinghouses; (b) Block of Mews Flats; or (c) Block of Garages or the part thereof so destroyed or damaged as aforesaid as also by any other cause within two years from the date of destruction or damage.

Declaring for the avoidance of doubt and in the interests of protection of the Proprietors affected by the said Common Buildings Insurance policy that should any Proprietor fail to meet his share of the costs of the said premium then the Factor shall be entitled to raise court proceedings (if applicable) against that Proprietor for recovery of said share and the Proprietor shall be responsible for the costs of such proceedings.

(TWENTY FIRST)

The Proprietors of each Mews Flat or of a garage or store within a Block of Mews Flats shall possess a right of common property with each and every other Proprietor of a Mews Flat, garage and/or store within the Block of Mews Flats, in and to (a) the solum on which the Block of Mews Flats is erected; (b) the foundations, outside supporting walls, division walls, gables and roof thereof and the hatchways leading to the roof; (c) the bin store and the cycle stores serving the Block of Mews Flats; (d) the common sewers, common drains, soil and rain water pipes, water, gas and other pipes, rhones and conductors, electric mains, cables, wires and other transmitters so far as used in common by the Block of Mews Flats; (e) and all other parts and pertinents of the Block of Mews Flats which are common and mutual to the Proprietors thereof; (herein defined as the "Mews Block Common Property").

The Mews Flats, garages and stores within a Block of Mews Flats shall each be held by each Proprietor thereof under burden of maintaining the Mews Block Common Property in that Block of Mews Flats in question along with the other Proprietors in that Block of Mews Flats in question having an interest in the Mews Block Common Property of that Block of Mews Flats in



question with each Proprietor of that Block of Mews Flats in question being responsible for a share of the maintenance and upkeep of the Mews Block Common Property of that Block of Mews Flats in question, based on the proportion of the square footage that each Mews Flat, garage and store of that Block of Mews Flats in question bears in relation to the square footage of that Block of Mews Flats in question.

(TWENTY SECOND)

(a) The Proprietors of each garage or store within a Block of Garages shall possess a right of common property with each and every other Proprietor of a garage within that Block of Garages (a Block of Garages means a building comprised only of garages or only of garages and bin and cycle stores) in and to (a) the solum on which the Block of Garages is built; (b) the foundations, outside supporting walls, division walls, gables, the roof and roof space thereof and hatchway leading thereto (if any); and (c) all other things and rights so far as they are mutual or are of common service to the said garages in that Block of Garages;

(b) The Proprietors of the garages situated in a Block of Garages comprising garages, bin and cycle stores shall possess a right of common property with each and every other Proprietor having a right of common property in the said bin and cycle stores (and the Proprietors having a right of common property in the said bin and cycle stores in such Block shall have a right of common property with each and every Proprietor of a garage in that Block) in and to (i) the solum on which the Block of garages and stores is built; (ii) the foundations, outside supporting walls, division walls, gables and roof and roof space thereof and hatchway leading thereto (if any); and (iii) all other things and rights so far as they are mutual or are of common service to the said garages and stores in the said Block (the common property referred to in (a) or (b) above being herein defined as the "Garage Block Common Property");

Each Proprietor of a garage in that Block, or Proprietor having a right in common to any bin or cycle store in that Block shall contribute an equal share towards the expense of maintenance of the Garage Block Common Property, one share being payable in respect of each garage owned or store owned in common; Each Proprietor shall have a right of access to the adjoining property for the purpose of carrying out repairs and maintenance to the foregoing common property, subject to giving reasonable prior notice (except in emergency) and making good any damage caused by the exercise of such right.

The garages and stores within any such Block shall each be held by each Proprietor thereof and his successors in all time coming under burden of maintaining the Garage Block Common Property in that Block along with the other Proprietors in that Block having an interest in said common property, each Proprietor in the Block being liable for an equal share thereof.

(TWENTY THIRD)

The decision of the Developers after consultation with the other Proprietors, so long as the Developers remain the Proprietors of any of the Flats or Dwellinghouses, as to what repairs, maintenance and decorations are from time to time necessary or advisable to any Common Property, and as to the extent and nature thereof, shall be binding upon all the Proprietors of the Flats and/or Dwellinghouses. Declaring that once the Developers have sold all (a) Flats within a Block of Flatted Dwellinghouses; (b) Mews Flat or Garages within a Block of Mews Flats; or (c) Garages within a Block of Garages then the Developers shall cease to have any

right to determine what repairs, maintenance and decorations are required in respect of that Block.

(TWENTY FOURTH)

After the Developers have ceased to be proprietors of any of the Flats and Dwellinghouses, the Proprietor of any twenty Flats or Dwellinghouses on the Area of Ground or the Factor may at any time convene a meeting of the Proprietors of the Flats and Dwellinghouses and may convene such a meeting of all the Proprietors to be held at such reasonably convenient time (excepting Saturdays and Sundays and Public Holidays) and place as the may be determined but in any event at least Fourteen days notice in writing shall be given by or on behalf of the conveners of said meeting to the other Proprietors. Notice of the time and place of any such meeting shall be given in writing to the Proprietors as appearing in the Factors records currently at the time. Only the Proprietors of Flats within a Block of Flatted Dwellinghouses, Mews Flats or other premises within a Block of Mews Flats or garages within a Block of Garages may make decisions in respect of matters relating to that Block Common Property, Mews Block Common Property or Garage Block Common Property (as the case may be).

The Proprietor of any (a) Flat within a Block of Flatted Dwellinghouses, (b) Mews Flat or other premises within a Block of Mews Flats, or (c) Garage or other premises within a Block of Garages, or (d) the Factor appointed as aforesaid, shall be entitled at any time to convene a meeting of all the Proprietors of Flats within that Block of Flatted Dwellinghouses, Block of Mews Flats or Block of Garages (as the case may be) which meeting shall be held at such reasonably convenient time and place as the convenor of the meeting may determine, of which time and place of meeting not less than fourteen days' notice in writing shall be given by or on behalf of the convenor to all the other Proprietors of Flats within the Block of Flatted Dwellinghouses, Block of Mews Flats or Block of Garages (as the case may be).

At any meeting convened as aforesaid (i) a Proprietor may be represented by any other person as his mandatory appointed by written mandate to attend, vote and act on behalf of the Proprietor granting the mandate; (ii) 60% of the Proprietors present or represented by a mandatory shall be a quorum in respect of any matters to be discussed or decided in respect of the Development Common Property and such matters shall be determined by a simple majority of the votes of the Proprietors or the mandatories present and voting, one vote being exercisable in respect of each Flat or Dwellinghouse; (iii) fifty percent of the Proprietors of (1) Flats in the same Block of Flatted Dwellinghouses or (2) Mews Flats or other premises in a Block of Mews Flats, or (3) garages and other premises in a Block of Garages in any case present or represented by a mandatory shall be a quorum in respect of matters to be discussed or decided in relation to the Block Common Property or Mews Block Common Property or Garage Block Common Property (as the case may be) and such matters shall be determined by a simple majority of the votes of the Proprietors within the Block of Flatted Dwellinghouses or Block of Mews Flats or Block of Garages (as the case may be) or the mandatories present and voting, one vote being exercisable in respect of each Flat in the Block of Flatted Dwellinghouses or each Mews Flat or Garage in the Block of Mews Flats or each garage and other premises in a Block of garages (or as the case may be) and, (iv) the chairman of the meeting shall be appointed by the Proprietors who are present or represented by a mandatory and in the event of equality of votes on any issue the chairman shall have the casting vote as to what repairs, maintenance and decorations are from time to time necessary or advisable, to the Block Common Property, the Mews Block Common Property, the Garage Block Common

Property or the Development Common Property (as the case may be) and as to the extent and nature thereof, shall be final and binding upon all the Proprietors; After the Developers have ceased to be the proprietors of any of the said Flats in any particular Block of Flatted Dwellinghouses or Block of Mews Flats the decision of a majority of votes of the Proprietors at or represented by a mandatory at a meeting of Proprietors of the several Flats or other premises in the Block of Flatted Dwellinghouses or Block of Mews Flats or Block of Garages (counting one vote for each Flat or other premises as aforementioned) as to what repairs, maintenance and decorations are from time to time necessary or advisable, to the Block Common Property, Garage Block Common Property or Mews Block Common Property and as to the extent and nature thereof, shall be final and binding upon all the proprietors of the several Flats and other premises in the Block of Flatted Dwellinghouses, Block of Mews Flats or Block of Garages.

(TWENTY FIFTH)

It shall be competent at any meeting as referred to in clause (TWENTY FIFTH) hereof by a majority of the votes of those present (said votes to be computed as aforesaid):-

(Primo) to make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, cleaning, use or enjoyment of the Common Property;

(Secundo) to delegate to the Factor appointed as aforesaid, full right, power and authority to take charge of all matters pertaining to the maintenance and preservation of the Common Property, both internal and external, and the employment of labour thereanent, as if said right, power and authority could be exercised by a majority vote at such a meeting;

(Tertio) to instruct the employment by the Factor of a gardener or gardeners and other staff as required for the maintenance or preservation of the Common Property: DECLARING THAT said Factor shall unless otherwise determined by a meeting of proprietors, be entitled during the continuance of his appointment, to exercise the whole rights and powers which may competently be exercised at or by a meeting of proprietors and others convened as aforesaid; DECLARING THAT all expenses and charges incurred for any work undertaken or services performed in terms or in furtherance of the provisions herein contained and the remuneration of the Factor shall be payable by the Proprietors of the Flats and Dwellinghouses and other premises whether consenters thereto or not in the proportions as hereinbefore detailed in the same way as if their consent had been obtained, and, in the event of non-payment within one calendar month, the Factor shall be entitled to sue for recovery of the same in his own name, together with all expenses incurred by him. In the event of the Factor being unable to recover payment of common charges from any of the proprietors, then the outstanding charges shall be the responsibility of the remaining proprietors on a pro rata basis.

(TWENTY SIXTH)

Each Proprietor of a Flat and dwellinghouse within the Area of Ground will deposit with the Factor in respect of his Flat or dwellinghouse a sum to be determined from time to time by the Factor. This sum will be deposited immediately upon acquisition of the Flat or Dwellinghouse as a contribution to finance the cost of maintenance and preservation of the Common Property as applicable. The deposit will be returned when the Proprietor ceases to own the Dwellinghouse



or Flat subject to all common charges or other outgoings for which the Proprietor may be liable having been met. No interest shall be payable on the deposit.

When a Proprietor sells or disposes of his Flat or Dwellinghouse he shall notify (a) the Factor at least Fourteen days prior to the date of entry to the new Proprietor of the date of sale or disposal and the identity of the successor in ownership of his Flat or Dwellinghouse and (b) the new Proprietor of his obligations in terms of this Clause prior to the date of entry including without prejudice to the foregoing generality the obligation upon the new Proprietor to make payment of the relevant deposit due to the Factor at that time.

(TWENTY SEVENTH)

The Developers retain, but only in so far as the Developers retain title to any part of the Area of Ground, the right to lay down the maintenance schedule of the Common Landscaped, Amenity and Play Areas within the Area of Ground which will specify the minimum maintenance required for cleaning, weeding, common insurance and other common operations and maintenance. The maintenance schedule will be adhered to in respect of the Common Landscaped, amenity and play areas at all time by all Proprietors on the Area of Ground.

(TWENTY EIGHTH)

The Factor shall, periodically throughout the year, make available to a meeting of proprietors convened as aforesaid a full statement of account (in arrears) of his intromissions validly vouched and failing such request shall make such statement and vouchers available in his place of business to any proprietor wishing to have sight thereof or to his appointed agent.

(TWENTY NINTH)

The Proprietor of each Dwellinghouse shall be bound to insure his Dwellinghouse comprehensively with an established insurance company for the full re-instatement value thereof and to exhibit receipts for the premiums to the Factor if and when called on to do so, and in the event of the Dwellinghouse or any part thereof being destroyed or damaged by fire or other insured cause, the Proprietor shall be bound to re-instate within one year after such destruction or damage the Dwellinghouse to the value thereof immediately prior to such destruction or damage and the whole sum received from the insurance company shall be expended in re-erecting the Dwellinghouse or repairing the damage done, (the new plans and specifications being first exhibited to and approved of by the Developers but only for so long as the Developers retain title to any part of the Area of Ground and thereafter of the Factor).

(THIRTIETH)

There is reserved in favour of the Local Authority or other Authority or person from time to time undertaking the clearance of snow, slush, ice or the like from the roadways and others within the Area of Ground, the right at any time without notice to deposit such snow, slush, ice or the like as also any deposits of sand, grit, salt, or the like on those parts of the subjects designated as "service strip" and shown coloured yellow on the plans annexed to the Dispositions or other Conveyances of the various Flats and Dwellinghouses or subjects within the Area of Ground, together also with all necessary rights of access to the service strips for this purpose; there is also reserved to the Local Authority or other Authority or person from time to time undertaking

the maintenance of the kerbing along the boundary of any road or street or path on the Area of Ground, a right of access to the service strips at all times and without notice for the purpose of maintaining, repairing, renewing or replacing said kerbing, there is also reserved in favour of the Local or Public Authorities, British Telecom and/or utility suppliers, the right to lay in or under the service strips or any part thereof all sewers, surface water and other drains, pipes, water mains, cables, ducts or other apparatus which they in their absolute discretion may deem necessary as also the right in all time coming to maintain, repair, renew or replace all such sewers, surface water and other drains, pipes, water mains, cables, ducts or other apparatus laid or to be laid in or under the service strips or which might impede access thereto; In the event of any Proprietor causing damage to any apparatus contained in such service strips, then that Proprietor shall be liable to meet the cost of the necessary renewal or repair work; and the Proprietors shall be jointly liable to keep the service strips in a neat and tidy condition under grass (except in so far as there shall have been constructed over the service strips, paths or access driveways as approved) and to keep the service strips reasonably flat and shall not alter the level of the same.

(THIRTY FIRST)

THERE IS EXPRESSLY reserved to the Developers the right to alter or modify in whole or in part the reservations, real burdens, conditions, provisions, limitations, obligations, stipulations and others herein contained and in the event of the Developers so doing the Proprietors shall have no right or title to object thereto and shall have no claim in respect thereof; and any such alteration or modification in respect of any Dwellinghouse, Flat or any other part of the Area of Ground shall not imply any similar alteration or modification in respect of any other part of the Area of Ground; FURTHER there is hereby retained to the Developers the right to make whatever alterations or deviations as the Developers consider proper upon any of the development plans of the Area of Ground or even to depart entirely therefrom and the Developers expressly reserve the right to dispose of any part of the Area of Ground for such purpose as they may think fit or to alter or modify in whole or in part the foregoing conditions and no Proprietor shall have any right or title to object thereto or have any claim in respect thereof.

## **Burden 7**

Disposition by Cala Grandholm Limited to Scott Emslie and another, registered 25 Apr. 2006, of the subjects in this Title (hereinafter referred to as "the disposed property"), contains the following burdens:

(a) our said disponent(s) and his/her/their foresaids shall be responsible for a one twenty-fourth share of the cost of repairing and maintaining, upkeep and renewal of the foundations, outside supporting walls, division walls, gables and roof, common sewers, common drains, soil and rainwater pipes, water, gas and other pipes, rhones and conductors, electric mains, cables, wiring and other transmitters used in common, common entrances and steps (if any), common entrance doors, common entrance halls and passages, stairways, railings, landings, interior walls, windows, ceilings, television aerial and equipment (if applicable), any common lighting, security entry phone systems, alarm systems, and all other things mutual or of common service to the flat hereby disposed and the remaining flats in the Block 17 to 25 (inclusive) Millbank View, Grandholm Crescent, Bridge of Don, Aberdeen of which the subjects hereby disposed

forms part; (b) our said disponee(s) and his/her/their foresaids shall be responsible for a one ninety-ninth share of the cost of maintenance and upkeep of the accesses, footpaths, bin/refuse stores, cycle stores, amenity areas, open spaces, landscaped areas, ornamental ground, outdoor lighting, gates, paths, steps, parking spaces all other areas common to all the flats constructed within the area edged mauve on the Title Plan all hatched red on the said Plan; the proprietors of the other ninety eight flats constructed within the area of ground edged mauve on the said Plan each also being responsible for a one ninety-ninth share of said maintenance costs, (c) our said disponee(s) and his/her/their foresaids shall be responsible for a share of maintenance based on the portion of the square footage of the disposed property in relation to the square footage of the total of all residential property constructed within the Grandholm Village Development, Aberdeen of the share of maintenance and upkeep of all common areas previously mentioned in Clause (Third) in the Property Section, the Grandholm Bridges tinted red and mauve on the said Plan and the unadopted section of Gordons Mills Road hatched green on the said Plan, (d) our said disponee(s) and his/her/their foresaids shall be bound to give free access to and egress from the roof by any passage, landings, stairways and hatchway leading to the roof for the purpose of cleaning and repairing the roof and gutters and for all other necessary purposes on said roof and also access to the subjects hereby disposed at all reasonable times to allow all and every repair necessary for the comfortable enjoyment of other flats; (e) there is reserved in favour of any shops constructed within the said area edged mauve on the said Plan, a right of access over the common areas hatched red on the said Plan for all necessary purposes including (i) maintenance and upkeep of the said shops, (ii) maintenance of any services relating to the said shops and situated within the said area hatched red on the said Plan and (iii) access to, use of and maintenance of any bin store(s) allocated to the said shops but situated within the said area hatched red on the said Plan, subject to making good any damage occasioned in the exercise of said rights; (f) considering that the said Development is constructed on a brown field site with engineered remediation measure, no excavation below a depth of 0.45 metres is to be undertaken on the subjects hereby disposed without the prior written consent of us and all appropriate departments of the relevant Local Authority; (g) Under declaration that there is reserved in favour of us and our successors, disponees and assignees and all other properties constructed within the whole Grandholm Village Development a right of pedestrian and vehicular access over the unadopted roadways within the said Grandholm Village Development.

## **Burden 8**

Compulsory Purchase Order cited as The Aberdeen City Council Access from the North Proposals (Third Don Crossing) Compulsory Purchase Order 2010 by THE ABERDEEN CITY COUNCIL under the Roads (Scotland) Act 1984 registered 15 Apr. 2013 affects inter alia the subjects in this Title as coloured red, blue and green on the deed plan annexed to the said Compulsory Purchase Order.

Note: a copy of the deed plan is included in the Land Certificate as a Supplementary Plan to the Title Plan

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