



Title Information: MID24582

Search summary

Date/Time of search	26-03-2020 13:55:19
---------------------	---------------------

Transaction number	SCO-05119889
--------------------	--------------

User reference	
----------------	--

Section A

MID24582

Property

Date of first registration	08-07-2002
Date title sheet updated to	07-05-2014
Date land certificate updated to	23-04-2014
Hectarage Code	0
Interest	PROPRIETOR
Map Reference	NT2575NE
Title Number	MID24582
Cadastral Unit	MID24582
Sasine Search	38524
Property address	1/3 POWDERHALL BRAE, EDINBURGH EH7 4GD
Description	Subjects 1/3, POWDERHALL BRAE, EDINBURGH EH7 4GD within the land edged red on the Title Plan being the northmost flatted dwellinghouse on the ground floor of the block 1/1 to 1/17 (inclusive) POWDERHALL BRAE tinted blue on the said Plan. Together with the rights specified in Deeds of Conditions in Entries 1 and 2 of the Burden Section.
Notes	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Deed of Conditions in Entry 2 of the Burdens Section.

This is a Copy which reflects the position at the date the Title Sheet was last updated.

© Crown copyright 2020

Section B

MID24582

Proprietorship

Doctor ALISON WASE (otherwise ALISON WASE) 17/5, Barony Street, Edinburgh, EH3 6PD.

Entry number	1
Date of registration	23-04-2014
Date of Entry	17-04-2014
Consideration	£181,181

Notes

1. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, of spouses of persons who were formerly entitled to the said subjects.

2. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Civil Partnership Act 2004, of partners of persons who were formerly entitled to the said subjects.

This is a Copy which reflects the position at the date the Title Sheet was last updated.

© Crown copyright 2020

Section C

MID24582

Securities

Entry number	1
Specification	Standard Security by said ALISON WASE to BANK OF SCOTLAND PLC incorporated under the Companies Acts (Company Number SC327000), Halifax Division, 1 Lovell Park Road, Leeds, West Yorkshire LS1 1NS.
Date of registration	23-04-2014

This is a Copy which reflects the position at the date the Title Sheet was last updated.
© Crown copyright 2020

Section D

MID24582

Burdens

Number of Burdens: 2

Burden 1

Deed of Declaration of Conditions, recorded G.R.S. (Midlothian) 4 May 2001, by Bryant Homes Scotland Limited, Proprietors of the subjects edged red on the Title Plan (under exceptions), of which the subjects in this Title form part and Miller Group Limited, Proprietors of the subjects edged brown on the Title Plan (which plots or areas of ground are collectively hereinafter referred to as "the Development Area"), sets forth and declares burdens &c in the following terms:

Considering that it is desired to develop the Development Area as a private housing development and it is intended that the Development Area shall inter alia be conveyed or feued in separate lots comprising a dwellinghouse or flatted dwellinghouse and others (each such lot conveyed as aforesaid being hereinafter referred to as "the Plot" or "Plot" and the proprietors for the time being thereof being hereinafter referred to as "the Proprietor" or "Proprietor" the expressions "Plots" and "Proprietors" where they occur herein being construed accordingly) and that for this purpose we or our successors either individually or jointly shall be executing Feu Dispositions, Conveyances or other writs and that it is proper and expedient to set forth and declare the various reservations, real burdens, conditions, prohibitions, declarations, obligations, stipulations and others incumbent on the parties to whom we or our successors may hereafter convey or feu the Development Area or any part thereof; Therefore we the said Bryant Homes Scotland Limited and we the said Miller Homes Limited (we and our successors as heritable proprietors of the Development Area being hereinafter referred to as "the Developers") Hereby Provide, Set Forth and Declare but without prejudice to the addition in specific cases of further reservations, real burdens, conditions and others or to the real burdens, reservations, conditions and others, if any, already affecting the Development Area, as follows, videlicet;-

1. The Proprietor of each Plot shall have and enjoy a heritable and irredeemable servitude right of access over such parts of the Development Area as may be necessary for the purpose of maintaining, repairing and renewing buildings forming part of such Plot (including the cleaning of windows) boundary walls and fences and the Developers shall have and enjoy a heritable and irredeemable servitude right of pedestrian and vehicular access over such parts of the Development Area as may be necessary for the purposes of erecting, completing, maintaining, repairing or renewing buildings (including the cleaning of windows), boundary walls and fences as also for the formation, inspection, maintenance and repair of roads and footpaths, open spaces, woodland areas, amenity ground and other parts which are not disposed subject always to the party exercising such rights making good any damage caused through the exercise of such rights.

2. Whereas ownership of the roads and footpaths within the Development Area (excepting private parking areas (if any) and footpaths associated therewith) has been retained by the Developers, each of the Proprietors shall have a servitude right of pedestrian and vehicular access over the said roads and footpaths (under exception as aforesaid); And it is further

provided that the Proprietors of the individual Plots to be erected on the Development Area will uphold and maintain jointly at their equal expense the said roads and footpaths to the satisfaction of the Developers (the Developers having no liability therefor once completed to the standard required for adoption by the Local Authority) in all time coming or until the same have been taken over and maintained by the Local Authority.

3. With regard to the open spaces, woodland areas, amenity ground (including the play area) and other parts which are not disposed serving the Development Area (the layout and extent of said open spaces, woodland areas, amenity ground and other parts which are not disposed being subject to variation as hereinafter provided) the Proprietors of all the Plots to be erected on the Development Area shall be bound to uphold and maintain the said open spaces, woodland areas, amenity ground and other parts which are not disposed (as the same may be varied by the Developers), including without prejudice to that generality all play and other equipment thereon, in all time coming in good order and condition jointly at their equal expense and the Developers (once the said open spaces, woodland areas, amenity ground and other parts which are not disposed have been completed to the standard required by the Local Authority or other relevant body, as the case may be) will have no liability in that regard; and it is further provided with regard to the upkeep and maintenance of the said open spaces, woodland areas, amenity ground and other parts which are not disposed (to the extent that the same may not be adopted for maintenance by the Local Authority or other relevant body, or otherwise disposed, as the case may be) that the Proprietors of any fifteen Plots within the Development Area shall have power at any time to call a meeting of Proprietors of all of the Plots within the Development Area such meeting or meetings to be held at such reasonably convenient time and place as the convenor of the meeting may determine and of which time and place of meeting at least fourteen days' notice in writing shall be given by or on behalf of the convenor of the meeting to the other Proprietors of Plots within the Development Area and at any meetings so convened any of the Proprietors may be represented by a mandatory; The quorum of a meeting of the Proprietors of Plots within the Development Area shall be the Proprietors of not less than twenty per centum of the Plots within the Development Area or their mandatories and in such cases each Proprietor or mandatory shall be entitled to one vote for each Plot owned by him, her or them or his, her or principal (declaring for the avoidance of doubt that in the event of any of the said Plots being owned by two or more persons only one of such owners shall be counted in ascertaining a quorum and only one shall be entitled to vote); It shall be competent at any relevant meeting of the Proprietors by a majority of the votes of those present

(One) to order to be executed any common maintenance, repairs or renewals which may be necessary for the upkeep of the open spaces, woodland areas, amenity ground or other parts which are not disposed;

(Two) to make any regulations which may be expedient or necessary with regard to preservation, cleaning or use and enjoyment of the said open spaces, woodland areas, amenity ground or other parts which are not disposed;

(Three) to appoint any one qualified person or firm or company who may be of their own number (hereinafter referred to as "the Factor") to take charge of and perform the various functions in relation to the care, maintenance, repair, renewal and management of the said open spaces, woodland areas, amenity ground or other parts which are not disposed; It is declared however that so long as the Developers are proprietors of any part of the Development Area (excluding roads, lanes, footpaths, open spaces, woodland areas, amenity ground or other parts which are

not disposed) the Developers shall have the sole right to appoint the Factor and fix the duration of his, her or their appointment which appointment shall run for three years from the date of completion of the last sale by the Developers of an individual Plot within the Development Area and annually thereafter unless terminated by a vote at a meeting of all the Proprietors within the Development Area as herein provided;

(Four) subject to what is abovewritten regarding the appointment of the Factor by the Developer to fix the duration of the Factor's appointment and to appoint another Factor in his, her or their place and

(Five) to delegate to the Factor the whole rights and powers exercisable by a majority vote at any relevant meeting of the Proprietors subject to such qualifications as the meeting may determine and the right to collect from each Proprietor the proportions payable by him, her or them in respect of all maintenance and other costs relating to the said open spaces, woodland areas, amenity ground and other parts which are not disposed and declaring that the Factor unless otherwise determined at a meeting shall be entitled during the continuance of his, her or their appointment to exercise the whole rights and powers which may be competently exercised by a majority of those present at a meeting of Proprietors as aforesaid; Declaring also that all expenses and charges incurred for any work done or undertaken or services performed in terms of or in furtherance of the provisions of this clause or otherwise and the remuneration of the Factor shall be payable by the respective Proprietors whether consenters thereto or not in the same way as if their consent had been obtained and shall be collected by the Factor or by any other person or persons appointed at a meeting convened as aforesaid and in the event of any Proprietor or Proprietors so liable failing to pay his, her or their proportion of such maintenance or other charges or such expense, charges or remuneration within one month of such payment being demanded the Factor or the person or persons appointed as aforesaid shall (without prejudice to the other rights and remedies of the Proprietors) be entitled to sue for and to recover the same in his/their own name from the Proprietor or Proprietors so failing together with all expenses incurred by the Factor or other person therein, Provided always that it shall be in the option of the Factor or other person before or after taking any action to call a meeting of the Proprietors to decide if and to what extent such action should be pursued and that in the event of failure to recover such payments and/or the expense of any action, then such sums will fall to be paid by the Proprietors of all of the other Plots within the Development Area as the Factor shall determine; And it is further declared that in order that the Factor shall have a fund for the execution of necessary and reasonable maintenance, renewals et cetera each of the Proprietors of the Plots within the Development Area will pay to the Factor on their entry to such Plot or if at the date of entry the Factor shall not have been appointed to the Developers the sum of £65 (declaring that it shall be in the option of the Developers not to require such payment at the date of entry but to require such payment upon other demand made by the Developers or by the Factor) in respect of each such Plot or such greater or lesser sum as may be required for the foresaid purposes (including for the avoidance of doubt maintaining equipment on the play area required by the local authority) and fixed by the Factor or by the Developers or at a meeting of the Proprietors of all Plots within the Development Area held as before provided and the sums so collected by the Factor or by the Developers shall be held by him/them in trust (non interest bearing) for behoof of the Proprietors for the foresaid purposes; In the event of any Proprietor selling his Plot the amount of the said deposit shall be returned under deduction of any share of charges accrued to the date of completion of the sale provided the purchaser of the Plot shall have previously paid his contribution to the said fund; Provided always

(i) that it shall be in the power of the Developers or the Factor at any time to apply the whole or part of the aforesaid sums as a capital payment to the Local Authority as a consideration for the Local Authority adopting the said open spaces, woodland areas, amenity ground or other parts which are not disposed for the future maintenance thereof; and

(ii) that the Developers reserve the right and shall be at liberty to dispose and/or transfer the whole or any part of the said open spaces, woodland areas, amenity ground or other parts which are not disposed to The Greenbelt Group of Companies Limited (Company Number 192378) having its registered office at 189 St Vincent Street, Glasgow or their successors (hereinafter referred to as "GGC or its foresaids") and the Proprietors individually and collectively shall not object to such disposition, dispositions, transfer or transfers and in such event the Proprietors shall forego their right to appoint a Factor and the said right of appointment shall be with the Developers;

4. In the event of GGC or its foresaids taking title to the said open spaces, woodland area, amenity ground, non adopted parking bays within the Development Area or other parts which are not disposed (which areas are hereinafter referred to as "Open Ground")

(i) GGC are bound in terms of the Disposition granted or to be granted in their favour in respect of the Open Ground to manage and maintain the Open Ground as landscaped open spaces together with relative parking bays in accordance with good residential land management practice (all of which works and other matters comprised from time to time in such management and maintenance are hereinafter referred to as "the Management Operations") the Proprietors are hereby taken bound and obliged in all time coming to contribute to the whole costs of the Management Operations together with reasonable estate management remuneration and charges incurred by GGC or its foresaids on a pro rata basis as aftermentioned and to pay and make over to GGC or its foresaids such annual sums (plus all Value Added Tax exigible thereon) as represent the pro rata share applicable from time to time to the relevant Plot of the total annual costs of effecting the Management Operations, estate management remuneration and charges as aforesaid for the relevant year, which pro rata share shall in the case of each Plot be calculated by reference to the total number of Plots constructed or permitted to be constructed upon the Development Area with each Plot bearing annually a proportion of the said costs, remuneration and charges which is equivalent to the numerical proportion or fraction which the relevant Plot bears to the total number of Plots constructed or permitted to be constructed upon the Development Area and which pro rata share shall be payable in all time coming annually in advance by all Proprietors to GGC or its foresaids

(Two) subject to the proviso aftermentioned, the costs of effecting the Management Operations shall not be permitted to increase in any one year in excess of the relevant increase for that year in the UK Index of Basic Materials and Fuels as published by the Financial Times London provided always that the limit of increase shall not apply in respect of the costs of the Management Operations applicable at the end of the fifth year and at the end of every fifth year following in all time coming so as to ensure that at the end of each relevant period of five years the cost of the Management Operations applicable to each Plot for the succeeding year reflects any actual increase in the costs of effecting the Management Operations;

(Three) if all the Proprietors or a requisite quorum of the Proprietors in terms of this Deed of Conditions dispute the said costs or pro rata share proposed by GGC or its foresaids from time to time, then the matter in dispute shall be referred to an independent expert experienced in

landscape architecture and management to be appointed failing agreement between GGC or its foresaids and the Proprietors or requisite quorum, by the senior office holder of the Scottish Branch of the Royal Institution of Chartered Surveyors on the application of either party and the decision of such expert shall, save in the case of manifest error, be conclusive and binding on GGC or its foresaids and the Proprietors;

(Four) all proprietors are hereby bound and obliged not to deposit refuse upon or otherwise exercise any rights which they may have over the Open Ground in such a manner as to cause nuisance or prejudice to the Open Ground or any part thereof or to prejudice or adversely affect the efficient and economic carrying out by GGC or its foresaids of any part of the Management Operations;

(Five) to the extent if any to which it may in law be necessary, for the purposes of enabling GGC or its foresaids, validly to enforce the foregoing land obligations, there is hereby conferred upon GGC and its foresaids a jus quaesitum tertio for enforcement of the foregoing provisions of these presents in a question with all Proprietors;

(Six) the whole of the foregoing conditions and obligations contained in this Clause are hereby declared to be real reservations, burdens, conditions and land obligations affecting each and every Plot with the intent to confer upon GGC or its foresaids as proprietors of the Open Ground express right title and interest jus quaesitum tertio to enforce performance of same against all Proprietors or any one or more of them.

(ii) Each of the Proprietors of the Plots within the Development Area will pay to GGC or its foresaids on their entry to such Plot (or at the option of GGC or its foresaids, upon other demand made by GGC or its foresaids) the sum of Sixty Five Pounds plus Value Added Tax thereon in respect of each such Plot towards the initial execution of the said Management Operations, estate management remuneration and charges in respect of the Open Ground.

5. All boundary fences, walls or others enclosing the Plots to be erected on the Development Area shall be erected as to one half on each of the adjoining parts of the Development Area at the equal expense of the adjoining Proprietors and shall be upheld and when necessary renewed by the Proprietors of the Plots concerned at equal expense; Provided that where there is no adjoining Plot (except where specially provided otherwise in any Feu Disposition or other writ to be granted by the Developers) the said boundary fences, walls or others shall be erected wholly on such plots and shall be upheld and when necessary renewed at the sole expense of the Proprietor of the Plot bounded by same provided that in no case shall the Proprietor of any individual Plot have any claim against the Developers or their successors in respect of boundary fences, walls or others.

6. It is hereby expressly provided and declared that there is hereby retained full power to the Developers to alter or modify in whole or in part the reservations, real burdens, conditions, prohibitions, declarations and other clauses herein contained and to make or allow whatever alterations or deviations they or either of them may consider proper upon any layout or site plans of the Development Area (including without prejudice to that generality house types and the extent and layout of open spaces and amenity ground) or even to depart entirely therefrom and there is expressly reserved to the Developers the right and power to develop and dispose of any land and others belonging to them within the Development Area for such purposes as they may think fit and in the event of them so doing the Proprietors of individual Plots or any of them shall

have no right or title to object thereto nor shall they have any claim in respect thereof; subject to the foregoing there is hereby conferred on the Proprietor of an individual Plot a jus quaesitum tertio for enforcement of the provisions of these presents in a question with any other Proprietor of an individual Plot insofar as he shall from time to time have an interest to enforce the same.

7. All questions, disputes, differences and others which may arise amongst the Proprietors or any of them regarding

(One) their rights and interests in the Plots or the Development Area or any part or parts thereof;

(Two) the necessity for executing any works whether common or not or the liability for cost thereof;

(Three) the reasonableness or expediency of any order, regulation, decision, determination or appointment made at any meeting of the Proprietors; and

(Four) all other questions insofar as depending on or otherwise arising out of or in respect of these presents in any manner of way (except in all cases any questions which may be referred to the Factor as aforesaid) shall be referred to the amicable decision of the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors and whatever said Arbiter shall determine shall be final and binding in all matters upon all concerned and the Proprietors concerned shall be bound to implement and fulfil to each other the said decisions, findings and decrees of the arbiter with power to the arbiter to take skilled advice and order execution or performance of works and to apportion the cost thereof amongst the Proprietors or to vary or annul any such order, regulation, decision, determination or appointment and to find all or any of them liable in expenses of the arbitration and to discern accordingly.

8. In construing these presents words importing the masculine gender shall be deemed to include the feminine gender and the neuter and words importing the singular number shall be deemed to include the plural and vice versa.

Burden 2

Deed of Declaration of Conditions, recorded G.R.S. (Midlothian) 4 May 2001, by Bryant Homes Scotland Limited, Proprietors of "the Development" as hereinafter defined (who and whose successors are hereinafter referred to as "Bryant"), of which the subjects in this Title form part, sets forth and declares burdens &c in the following terms:

Deed of Declaration of Conditions, recorded G.R.S. (Midlothian) 4 May 2001, by Bryant Homes Scotland Limited, Proprietors of "the Development" as hereinafter defined (who and whose successors are hereinafter referred to as "Bryant"), of which the subjects in this Title form part, sets forth and declares burdens &c in the following terms:

CONSIDERING that Bryant are about to erect on the Development a number of flatted dwellinghouses (and/or at our sole option dwellinghouses) with such relative offices and other buildings as Bryant may deem expedient and Bryant are about to sell the same and it is desirable to execute these presents in order to define (without prejudice to the insertion in individual conveyances of further special provisions) the rights, interests, obligations and

liabilities of the Proprietors of the individual flatted dwellinghouses in the Development and that we have resolved to execute these presents setting forth such reservations, real burdens, conditions, provisions, limitations, obligations, stipulations and others which shall affect the Development and any part thereof (including each of the flatted dwellinghouses or other buildings erected or to be erected thereon); THEREFORE WE HEREBY DECLARE and provide as follows:-

1. DEFINITIONS

Unless the context otherwise requires, the following expressions shall have the following meanings assigned to them:-

"Block" means any one of the buildings erected on the Development comprising inter alia Dwellinghouses sharing a common entrance, passageway and stairway;

"Bryant's Consent" means the prior written consent of Bryant which requires to be obtained from Bryant until such date as Bryant have sold and handed over possession of the last of the Dwellinghouses within the Development from which date Bryant's Consent shall be deemed to mean the consent of the Owners' Association (as hereinafter defined);

"the Development" means ALL and WHOLE that area of ground edged red on the Title Plan;

"Dwellinghouse" means any one of the flatted dwellinghouses within a Block comprised in the Development;

"Owners Association" means the body constituted in accordance with Clause 5.2 of this Deed;

"Property Manager" means a property manager appointed in terms of Clause 5 hereof;

"Proprietor" means the owner for the time being of a Dwellinghouse and, where two or more persons own the same includes both or all of them and any obligations hereby imposed on them shall bind them jointly and severally.

2. RESERVATION OF MINERALS, ETC.

There shall be reserved to Bryant (save in so far as vested in the British Coal Corporation constituted by the Coal Industry Nationalisation Act 1946 or their statutory successors), the whole coal, shale, limestone, marl, ironstone, clay, freestone, slate, marble and other stone and all other mines, metals, minerals, fossils, though not hereinbefore specifically referred to within and under the Development with full power and liberty to Bryant or any person authorised by them but without entering on the surface of the Development, to search for, work, win, raise, calcine, manufacture and carry away the said minerals and others and to do everything necessary for all or any of these purposes; DECLARING THAT Bryant on exercising any of the said reserved rights and powers shall be bound to make payment to the Proprietors for all damage which may be thereby occasioned to the surface of the Development or the buildings erected thereon or to be erected thereon as such damage shall, failing agreement, be ascertained by arbitration as aftermentioned.

3. COMMON AND SERVITUDE RIGHTS OVER EACH BLOCK

The Proprietor from time to time of each of the Dwellinghouses in each Block shall have an equal pro indiviso right of property in common with each and every other Proprietor of a Dwellinghouse in the same Block in and to

(a) the solum on which the Block is erected and the roof of any subjects situated over a pend, forming part of the Block;

(b) the foundations, the outside walls and gables, the roof and roof voids, whether located above the stairwell or above any Dwellinghouse (declaring that in respect of hatchways located within a Dwellinghouse leading to a roof void, access to such roof void via such hatchway will be restricted to the Proprietor of such Dwellinghouse, except in relation to necessary maintenance and repairs in respect of common parts of the Block if such maintenance and repairs cannot reasonably be carried out without taking access through such hatchway), the roof hatchway with ladder and doors leading thereto from the stairwell, the common steps and doors, the entrance porch, vestibule, halls and landings, the service cupboard within each Block and the fittings thereof, the stairs, passages and walls and ceilings enclosing the same, with the windows and frames and casings thereof, and the stair railings, the balcony structures apart from the floors and balustrades thereof but including the railings thereon and the common lighting, including emergency lighting both internal and external in relation to the Block, declaring that the entrance porch and hall, stairs, passages and landings shall be kept carpeted with good quality carpeting;

(c) the drainage and main water supply pipes, gas pipes and all other pipes and rhones, conductors, gutters, tanks and cisterns, ventilating pipes and waste pipes and ducts and electricity cables of every description serving the Block;

(d) the whole furnishings, floor coverings and fittings of the said common parts of the Block;

(e) the common television and radio aerial, declaring that, where the said aerial pertains to two or more Blocks, the Proprietor of each Dwellinghouse in each Block shall have an equal pro indiviso right of property therein and thereto in common with each and every other Proprietor of a Dwellinghouse in the same two or more Blocks;

(f) the door entry system equipment;

(g) if applicable, the lift serving the Block together with the lift car, lift shaft, lift shaft doors, lift pit, motor room and all others pertaining to the lift and

(h) all other parts of the Block common to the Proprietors of the Dwellinghouses comprising the Block with a right of access to all common and other parts for all necessary and reasonable purposes; Declaring that each Dwellinghouse shall have and be burdened with a heritable and irredeemable servitude right of wayleave through the Block of which it forms part for all common transmitters as aforesaid together with right of access thereto on all necessary occasions for the purpose of inspecting, maintenance, repair and renewal thereof subject always to making good any damage caused by such operations.

4. MAINTENANCE OF FLATS

4.1 The Block

Each Dwellinghouse shall be held by the Proprietor thereof for the time being in all time coming under the burden of upholding and maintaining in good order and repair and from time to time renewing if and in so far as necessary, the common subjects specified in Clause 3 hereof jointly with the Proprietor or Proprietors for the time being of each of the other Dwellinghouses in the same Block, each Proprietor paying an equal share of the cost thereof including an equal share of the cost of the metered stair and security lighting serving the Block; Declaring further that the gable wall between any adjoining Blocks and any part of the roof, elevations or guttering or any other item serving adjoining Blocks shall be mutual, and each Proprietor interested therein and each Proprietor interested in the common television and radio aerial shall pay an equal share along with the said other Proprietors of the cost of upholding, maintaining, repairing and renewing the same.

4.2 The Dwellinghouses

Each Dwellinghouse shall be held by the Proprietor thereof for the time being in all time coming under the burden of upholding and maintaining in good order and repair and from time to time renewing if and in so far as necessary the subjects exclusively owned by him and the fixtures and fittings thereof all at his own expense and he shall take all appropriate steps either by himself or in conjunction with others to prevent damage to any common property which may prejudice such property or create a nuisance to the 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 any Proprietor shall in the event of failure to take timeous and adequate measures to prevent and repair such damage or such defect (including notification to adjoining Proprietors whose premises may be affected with a view to safeguarding their property) be liable for any damage caused thereby, declaring further that the Proprietor of each Dwellinghouse shall be prohibited from removing any sound-insulating floor covering.

5. PROPERTY MANAGER/OWNERS' ASSOCIATION

5.1 Property Manager

Bryant shall prior to the occupation of the first Dwellinghouse within the Development appoint a Property Manager who shall be responsible for instructing and administering any common repairs, cleaning, renewals, insurance and maintenance of the common items and for apportioning the cost thereof amongst the various Proprietors in the Development in accordance with the provisions of these presents and such other matters as may be agreed with the Proprietors at a meeting convened as aftermentioned; Notwithstanding the provisions of Clause 5.2.8(iii) hereunder, once appointed by Bryant the Property Manager shall remain in office for a period of two years from the date on which Bryant have handed over possession of the last of the Dwellinghouses within the Development. The Proprietors shall ensure that a Property Manager has been appointed and remains in office at all times, and that any Property Manager appointed is a member of The Property Managers' Association (Scotland) Limited or such other body as may be established in place of said Association;

5.2 Owners' Association

5.2.1 The Owners' Association shall comprise all of the proprietors of Dwellinghouses within the Development and membership shall be compulsory for all Proprietors;

5.2.2 The purpose of the Owners' Association shall be to carry out the purposes of these presents and otherwise to preserve the amenity of the Development and the enjoyment thereof by its members;

5.2.3 For as long as any of the Dwellinghouses remain unsold by Bryant, Bryant shall be entitled to and shall have the benefit of the rights which are granted in their favour by these presents as proprietors of Dwellinghouses within the Development which remain unsold, which rights will cease in relation to each individual Dwellinghouse when that Dwellinghouse is sold;

5.2.4 (a) The Proprietors of any 20% or more of the Dwellinghouses shall have power at any time to call a meeting of the Proprietors of the Dwellinghouses in the same Block and

(b) the Proprietors of any 20% of the Dwellinghouses shall have power at any time to call a meeting of the Owners' Association.

Such meeting shall be held at such a reasonably convenient time and place as the convenors of the said meeting may determine and of which time and place of meeting at least fourteen days' notice in writing shall be given by or on behalf of the convenors of the said meeting to the other Proprietors and at any meeting so convened any of the Proprietors may be represented by a mandatory.

5.2.5 The Proprietor or Proprietors wishing to call a meeting as aforesaid may instruct the Property Manager to give notice thereof to the other Proprietors and the Property Manager shall have power himself to call a meeting in terms hereof if he thinks fit.

5.2.6 (a) The quorum of a meeting of the Proprietors of the Dwellinghouses in the same Block shall be any one third of the number of Proprietors dwellinghouses in such block or their mandatories and

(b) the quorum of a meeting of the Owners' Association shall be 20% Proprietors (which quorum shall require to comprise of at least two Proprietors from each of the Blocks) or their mandatories.

Each Proprietor or his mandatory will be entitled to one vote for each Dwellinghouse owned by him (declaring that in the event of any of said subjects being owned by two or more persons only one of such owners shall be entitled to vote).

5.2.7 At the first meeting of the Owners' Association there shall be appointed from the members a Chairman and a Secretary and such other members of the Committee as the meeting shall determine. Such Committee may be authorised to carry out all the functions of the Owners' Association as referred to herein, including such other functions as the members of the Owners' Association may determine in accordance with this Clause. It shall be an obligation of the Committee to call annual meetings of the Owner's Association at which time election of new Committee members shall be held, with all previous Committee members being available for re-election.

5.2.8 It shall be competent at any such meeting by a majority of the votes of those present:-

(i) to order to be executed any common or mutual operations and repairs and any painting, decoration or repair of the subjects owned in common and the replacement of any of the furnishings of the same; Declaring that such operations, repairs and others shall be arranged only by the Property Manager;

(ii) to make any regulations which may be expedient or necessary with regard to preservation, cleaning and use or enjoyment of the subjects owned in common and to enter into factorage service contracts (subject always to the provisions of Clause 5.1 hereof);

(iii) subject to Clause 5.1 hereof, to dismiss any Property Manager appointed by Bryant in terms of Clause 5 hereof or any Property Manager subsequently appointed by the Proprietors at a meeting as aforesaid and to appoint such Property Manager as the Proprietors at a meeting may approve; Declaring for the avoidance of doubt that the appointment of a Property Manager may be made only at a meeting of the Owners' Association and the same Property Manager shall be appointed in respect of the Blocks; and such appointment shall be binding on all Proprietors of the Dwellinghouses in any Block or Blocks not being entitled to appoint a different factor or carry out the factorage themselves;

(iv) subject to Clause 5.1 hereof, to fix the duration of the Property Manager's appointment and to appoint another Property Manager in his place and to fix the Property Manager's remuneration; Declaring that this shall be not less than Seventy pounds plus Value Added Tax per annum in respect of each Dwellinghouse and

(v) to delegate to the Property Manager the whole rights and powers exercisable by a majority vote at a meeting (subject to the qualification that to effect any change in the regulations laid down hereunder a majority of at least two-thirds of the votes of the Owners' Association or their mandatories is necessary) and the right to collect from each Proprietor the proportions payable by him of all common maintenance and other costs and the premiums of the fire and other insurances and factorial charges; And declaring:-

(a) that the Property Manager, unless otherwise determined at a meeting, shall be entitled from the commencement of his appointment to exercise the whole rights and powers which may be competently exercised at or by a meeting of the Owners' Association;

(b) that all expenses and charges incurred for any work done or undertaken or services performed in terms of or in furtherance of the provisions herein contained including the reasonable remuneration of the Property Manager shall be payable by the respective Proprietors whether consentors thereto or not in the proportions hereinbefore specified in the same way as if their consent had been obtained and shall be collected by the Property Manager and in the event of any Proprietor or Proprietors so liable failing to pay his her or their proportions of such common maintenance charges, insurance premiums and others or such expenses, charges or remuneration within one calendar month of such payment being demanded, the Property Manager or other person or persons appointed as aforesaid shall (without prejudice to the other rights and remedies of the other Proprietors) be entitled to sue for and recover the same in his own name from the Proprietor or Proprietors so failing together with all expenses incurred by such Property Manager or other person thereanent, provided always that it shall be in the option of the Property Manager or other person before or after taking any action to call a meeting of the

Owners' Association to decide if and to what extent such action should be pursued and that in the event of failure to recover such payments and/or the expenses or any action the remaining Proprietors shall be bound pro rata as aforesaid to reimburse the Property Manager or other person for any payment or expenses that may have been paid by him;

(c) that the liability of each Proprietor as aforesaid in respect of common maintenance charges, insurance premiums and others is hereby declared to be a real burden upon and affecting the Dwellinghouse belonging to each Proprietor in favour of the remaining Proprietors;

(d) that in order that the Property Manager shall have a fund for the execution of necessary and reasonable repairs, renewals, maintenance and cleaning charges, insurance premiums, factorial expenses and fees each Proprietor of a Dwellinghouse shall deposit with the said Property Manager on entry to the said Dwellinghouse the relevant sum for the relevant block within which the Dwellinghouse is located as detailed in the Schedule annexed hereto (which sums, for the avoidance of doubt, include the payment of £65 due in terms of the Joint Deed of Conditions in Entry 1 of this Section or such other sum as may be agreed between the Property Manager and the Owners' Association on an annual basis; Declaring however that in respect of those Blocks served by a lift, the Proprietors of the Dwellinghouses situated within such Blocks shall deposit a greater sum, such greater sum to be specified by Bryant or the Property Manager acting reasonably and

(e) that the Property Manager shall have full power and authority to instruct and have executed from time to time such works for the repair, maintenance or renewal of the common subjects as specified in Clause 3 hereof or any part thereof as he in his judgement shall consider necessary, provided always that in the case of a major work (being a work the cost of which is estimated by the factor to exceed either ONE HUNDRED POUNDS (£100) PER Dwellinghouse or FIVE THOUSAND POUNDS (£5000) in respect of the whole Development or such greater amount as may be from time to time be fixed by a meeting of the Owners' Association as aforesaid) the Property Manager shall before instructing the same obtain the authority of the Proprietors concerned in terms of this Clause; Provided however that the Property Manager shall:-

(1) be entitled to obtain payment in advance of instructing the contractor from the Proprietors for any major works and the funds so paid shall be held by the Property Manager in trust for the Proprietors to be used solely for payment for such works and shall be entitled not to instruct such works until all payments have been received; under declaration that in the event of a failure to pay on the part of a Proprietor, the remaining Proprietors shall be entitled to make up the full amount of the payment, and to recover the additional sum paid by them from the Proprietor so failing in terms of Clause 5.2.8(v)(b);

(2) be entitled forthwith to instruct and have executed such work which shall include a major work as he considers necessary for the interim protection or safety of any subjects or any person; and

(3) be responsible for instructing and administering the inspection, testing, maintenance and repair of the lift in those Blocks where a lift has been installed. Bryant will be entitled to arrange the initial maintenance agreements and thereafter the Property Manager shall be responsible for arranging subsequent maintenance agreements in respect thereof and in the event that the maintenance agreement is terminated then the Property Manager will be responsible forthwith for arranging an alternative maintenance agreement and the cost of such contract, inspection,

testing, maintenance and repair will be apportioned amongst the Proprietors of such Block in accordance with the provisions of these presents.

6. ALTERATIONS ETC.

6.1 The Proprietors of the Dwellinghouses shall not be entitled

6.1.1 to make any addition, extension or structural alteration, internal or external thereto;

6.1.2 to erect any aerial, satellite television receiver dish or similar item; or

6.1.3 to paint, decorate or in any way alter the external appearance of the portion of the Block to which they have right or the windows, balcony, railings or the outside doors thereof nor shall they be entitled without Bryant's consent to paint, decorate or alter the appearance of the halls, landings, common passages, stairs or doors, it being expressly provided that in order to preserve the uniformity of the outward appearance of the said Dwellinghouses. Blocks and of the halls, landings, passages, stairs and doors all painting thereof and all improvements or repairs thereon shall only be dealt with in the manner hereinbefore provided for with regard to common or mutual operations or repairs.

6.2 It is specifically provided however that the Proprietors of the Dwellinghouses in each Block shall

6.2.1 regularly paint such of the outside woodwork, metalwork and such other parts of the Blocks as are usually painted and in any event at least once every three years,

6.2.2 at least once in every three years, paint such parts of the halls, landings, common passages, stairs and inside doors and such other parts as are usually painted in each case either with two coats of good quality paint or otherwise treat the same as specified by the Property Manager (acting reasonably) and shall paint such portions of the outside as are painted in a proper and workmanlike manner; And at such reasonable time as may be decided by the Property Manager, the Proprietors of the Dwellinghouses in each Block shall replace the wallpaper on the walls of such parts of the halls, landings, common passages and stairs as have been wallpapered; and further in the event of the Proprietors failing to agree to such painting or wallpapering, it will be carried out to the specification of the Property Manager with right of reimbursement for the expense against the Proprietors; Declaring that the colours of the outside walls, woodwork, doors, window frames and metalwork of the Dwellinghouses and Blocks shall always be uniform and further declaring that the Proprietors of the top floor Dwellinghouses of the Blocks shall not be entitled to make attics in the roof or to erect storm windows or attic windows or alter the lines of the roofs.

7. USE

7.1 The completed Development in so far as not occupied by the sola of the said Blocks, bicycle shed and bin stores and other buildings herein referred to or by the roadways, access ways, footpaths and parking spaces shall be used in all time coming as garden and amenity ground and for no other purposes whatever. In particular, it shall not be used for drying or bleaching of clothes and no building of any kind whatever, whether temporary or permanent, shall be erected thereon.

7.2 The said roadways, access ways, footpaths and parking spaces and all other unbuilt parts of the Development shall be kept clear and free from obstruction and shall not be used for the purpose of drying or bleaching of clothes or parking vehicles of any nature whatsoever or caravans, trailers, vans, caravanettes, mobile homes, boats, unlicensed vehicles or other objects (under exception of the parking spaces which may be used for the parking of fully licensed private cars only which expression shall be deemed to exclude unlicensed vehicles, lorries, buses, minibuses, vans, commercial vehicles, mobile homes and caravanettes).

7.3 No Dwellinghouse shall be sub-divided or used or occupied otherwise than as a dwellinghouse for one family only.

7.4 Each bicycle store shall be used as a private bicycle store for the storage of bicycles only. The doors of each bicycle store shall be kept closed at all times except in so far as necessary to allow the passage of the bicycles stored therein. The said bicycle stores are provided for the use of the Proprietors of the said Dwellinghouses forming part of the block to which it is attached only and no person other than such Proprietors (and members of the household of such Proprietors) shall be permitted to use the said bicycle stores.

7.5 No Dwellinghouse shall be used or occupied for the purpose of carrying on any trade, business or profession or used in any manner unreasonably to the annoyance of any other Proprietor and it is declared that this prohibition shall apply to all members of the household or other persons occupying the said Dwellinghouse and including also tenants and assignees.

7.6 No clothes, window boxes or other items shall be hung from or at windows or balconies for the purpose of airing, drying or otherwise.

7.7 No dog, cat or other animal or bird (except birds kept in cages inside the said Dwellinghouses) which is or may be an annoyance to any other Proprietor (and it is declared that the Property Manager hereinbefore mentioned shall be the sole judge as to whether or not any such animal or bird is or might cause such annoyance) shall be kept by a Proprietor or others as aforesaid in the Dwellinghouse belonging to him and no dog shall be permitted on the common subjects (including any garden ground) except on a lead and attended.

7.8 No refuse or waste matter of any description shall be left in or upon the porch, common halls, service cupboards, landings, passages or stairs of the said Blocks or any of the common subjects but shall be deposited within the common bin stores which shall always be kept in a neat and orderly condition.

7.9 No Proprietor shall permit the use of the porch, common halls, landings, passages or stairs of the Block by children for play or recreation.

7.10 The roof void of each Block shall not be used for storage or in any other manner of way.

7.11 The service cupboard under the stairs of each Block shall be kept locked and shall solely be used by the Property Manager for storage of materials and utensils used for the cleaning of the common parts of the Block.

8. INSURANCE

The Proprietor of each Dwellinghouse shall be bound to concur with the Proprietors of other Dwellinghouses in the same Block in keeping the Dwellinghouse exclusively belonging to him and common subjects as defined in Clause 3 hereof (hereinafter in this Clause referred to as "the insured subjects") constantly insured by an index linked common insurance policy or common insurance policies with a well established Insurance Company held by the Property Manager in name of the co-proprietors and their bondholders against all risks normally covered by a Comprehensive Householders Insurance Policy and covering, without prejudice to the generality, the risks of property owners liability (for the sum of at least TWO MILLION POUNDS for any one accident), fire, explosion, lightning, storm or tempest, flood, loss of support, subsidence, bursting or overflowing of water pipes, tanks and apparatus, breaking of glass, riot, civil commotion and malicious damage for at least the total price paid for the whole Dwellinghouses in the Block plus Architects' fees, Quantity Surveyors' fees, the cost of clearing debris and the cost of obtaining alternative accommodation during reconstruction work or for such greater sum and against such other or additional risks as may from time to time be fixed at a meeting and the Proprietors shall be liable inter se for payment of the annual premiums of the said Common Insurance Policies and shall be bound to pay to the Property Manager their due proportions as specified in Clauses 4 and 5 hereof of the annual premium necessary for keeping such insurances in force; Declaring that in the event of any Proprietor using the subjects exclusively owned by him for any purpose which shall occasion an increase in rate of fire or other insurance premium for the insured subjects and the contents thereof or increasing the cover of the subjects exclusively owned by him and thereby increasing the insurance premium for the insured subjects the Proprietor or Proprietors so causing such increase or increases shall be bound to pay the whole of such increase or increase in the insurance premium for the insured subjects and to relieve the remainder of the Proprietors thereof; And in the event of the insured subjects or any part thereof being destroyed or damaged by fire or any other of the risks covered by the insurance thereof the whole sum received from the Insurance Company or so much thereof as may be necessary shall be expended in re-erecting or restoring the insured subjects or repairing the damage done and the insured subjects shall be re-erected, restored or repaired to conform as far as practicable with the present design and dimensions (except in so far as altered with the consent of all the Proprietors of the insured subjects and other persons having an interest therein) and such re-erection, restoration or repairs shall be carried out by such person or persons and at such costs including Architects' and/or Surveyors' fees as may be determined or approved at a meeting of the Proprietors to be convened and held as hereinbefore provided and in the event of the cost of any such re-erection, restoration or repairs exceeding the sum recovered from the Insurance Company any further sum required to meet the said cost shall be paid by the Proprietors in the respective proportions specified in Clauses 4 and 5 hereof and shall be recoverable if necessary by an action at the instance of any one or more of the Proprietors or of the said Property Manager each and all of whom shall have authority to sue for and to recover all such proportions so far as unpaid for and on behalf of all persons having an interest in the re-erection, restoration or repair of the insured subjects or any part thereof; And in the event of the sum recovered from the Insurance Company exceeding the cost of the re-erection, restoration or repair any surplus shall be divided among the Proprietors as at the date of the loss in the like proportions.

9. RESERVATIONS

9.1 There is hereby specifically reserved in favour of Bryant and any other person or persons interested therein or to whom we may grant the same the right at any time to take photographs and/or videos of each Block and the exterior and common stair of any Dwellinghouse and may

use the same for any purpose (including the publishing or showing of the same in any advert, article or other form) and the Proprietor of a Dwellinghouse shall not be entitled to request or receive any payment or remuneration in respect thereof.

10. RESERVATIONS TO BRYANT

10.1 Until such time as possession of the last Dwellinghouse in the Development has been handed over by Bryant, there is reserved in favour of Bryant a heritable and irredeemable right of access over, across, under and through each and every Dwellinghouse, Block and all parts of the Development and other common parts of the Development (including when necessary each Dwellinghouse which has been disposed by Bryant to a Proprietor) for:-

10.1.1 constructing and completing buildings and others adjoining the same;

10.1.2 laying, inspecting, maintaining, repairing, replacing and renewing services pertaining to an adjoining Flatted Dwellinghouse including water, gas, electricity, telephone, sewage, television aerial and all other services required;

10.1.3 storing building materials and others in an adjoining Flatted Dwellinghouse and

10.1.4 all other necessary purposes; subject always to Bryan giving reasonable notice when such access is required and making good any damage caused to a Dwellinghouse or others occasioned by the exercise of said right of access.

11. ARBITRATION

11.1 All questions, disputes, differences and others which may arise amongst the Proprietors or any of them regarding:-

11.1.1 their rights and interests in a Dwellinghouse, Block or the Development or any part or parts thereof;

11.1.2 the necessity for executing any works whether common or not or the liability for cost thereof;

11.1.3 the reasonableness or expediency of any order, regulation, decision, determination or appointment made at any meeting of the Owners' Association as aforesaid and

11.1.4 all other questions so far as depending on or otherwise arising out of or in respect of these presents in any manner of way (except in all cases any questions which may be referred to the Property Manager as aforesaid) shall be referred to the amicable decision of the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors and whatever said arbiter shall determine shall be final and binding in all matters upon all concerned and the Proprietors concerned shall be bound to implement and fulfil to each other the said decisions, findings and decrees of the arbiter with power to the arbiter to take skilled advice and order execution or performance of works and to apportion the cost thereof amongst the Proprietors or to vary or annul any such order, regulation, decision, determination or appointment and to find all or any of them liable in expenses of the arbitration and to decern accordingly.

12. ADDITIONAL RESERVATIONS

There is expressly reserved to Bryant 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 Bryant so doing, the Proprietors shall have no right or title to object thereto and shall have no claim in respect thereof; any such alteration or modification in respect of any one or more of the Dwellinghouses or Blocks shall not imply any similar alterations or modifications in respect of the other Dwellinghouses or Blocks; Further there is hereby retained to Bryant the right to make whatever alterations or deviations as we consider proper upon any part of the Development or the plans thereof or to depart entirely therefrom and Bryant expressly reserve to themselves and their foresaids the right to dispose of any part of the Development for such purposes as they think fit or alter or to modify in whole or in part the foregoing conditions and in the event of their doing so no Proprietor shall have the right or title to object thereto nor shall he have any claim in respect thereof; All of which reservations, burdens, conditions, provisions, declarations and others before written or referred to are hereby created real burdens and conditions upon and affecting the Development and any part thereof and shall be binding upon the Proprietors and all their respective executors and successors in all time coming.

POWDERHALL DEVELOPMENT

SCHEDULE OF LANDSCAPE MANAGEMENT AND FACTORING CHARGES

Charge per

Flat/unit

Block	Floors	No Unit	Lift	Electric	Insurance	Cleaning	Landscape	Management	Total/-unit
A1	6	21	£100	£50	£75	£85	£25	£40	£375
A2	6	17	£124	£62	£75	£85	£25	£40	£410
B1	6	21	£100	£50	£94	£85	£25	£40	£394
B2	5	14	£125	£63	£94	£85	£25	£40	£432
B3	6	21	£100	£50	£94	£85	£25	£40	£394
B4	5	14	£125	£63	£94	£85	£25	£40	£432
C1	6	21	£100	£50	£75	£85	£25	£40	£375
C2	5	14	£125	£63	£75	£85	£25	£40	£413
C3	6	16	£131	£66	£75	£85	£25	£40	£422
C4	5	14	£125	£63	£75	£85	£25	£40	£413

C5	6	21	£100	£50	£75	£85	£25	£40	£375
G1	3	6	£0	£88	£75	£85	£25	£40	£313
G2	3	6	£0	£88	£75	£85	£25	£40	£313
G3	4	11	£0	£64	£75	£85	£25	£40	£289
H1	4	11	£0	£64	£75	£85	£25	£40	£289
H2	3	6	£0	£88	£75	£85	£25	£40	£313
H3	3	6	£0	£88	£75	£85	£25	£40	£313
J	1	4	£0	£0	£0	£0	£25	£40	£65
337									

Note 1: The said Blocks A1 and A2 are now known as 2, 3 and 1 Powderhall Brae, Edinburgh,

Note 2: The said Block B1 is now known as 4 and 5 Powderhall Brae and Blocks B2, B3 and B4 are now known as 6, 7 and 8 Powderhall Brae respectively.

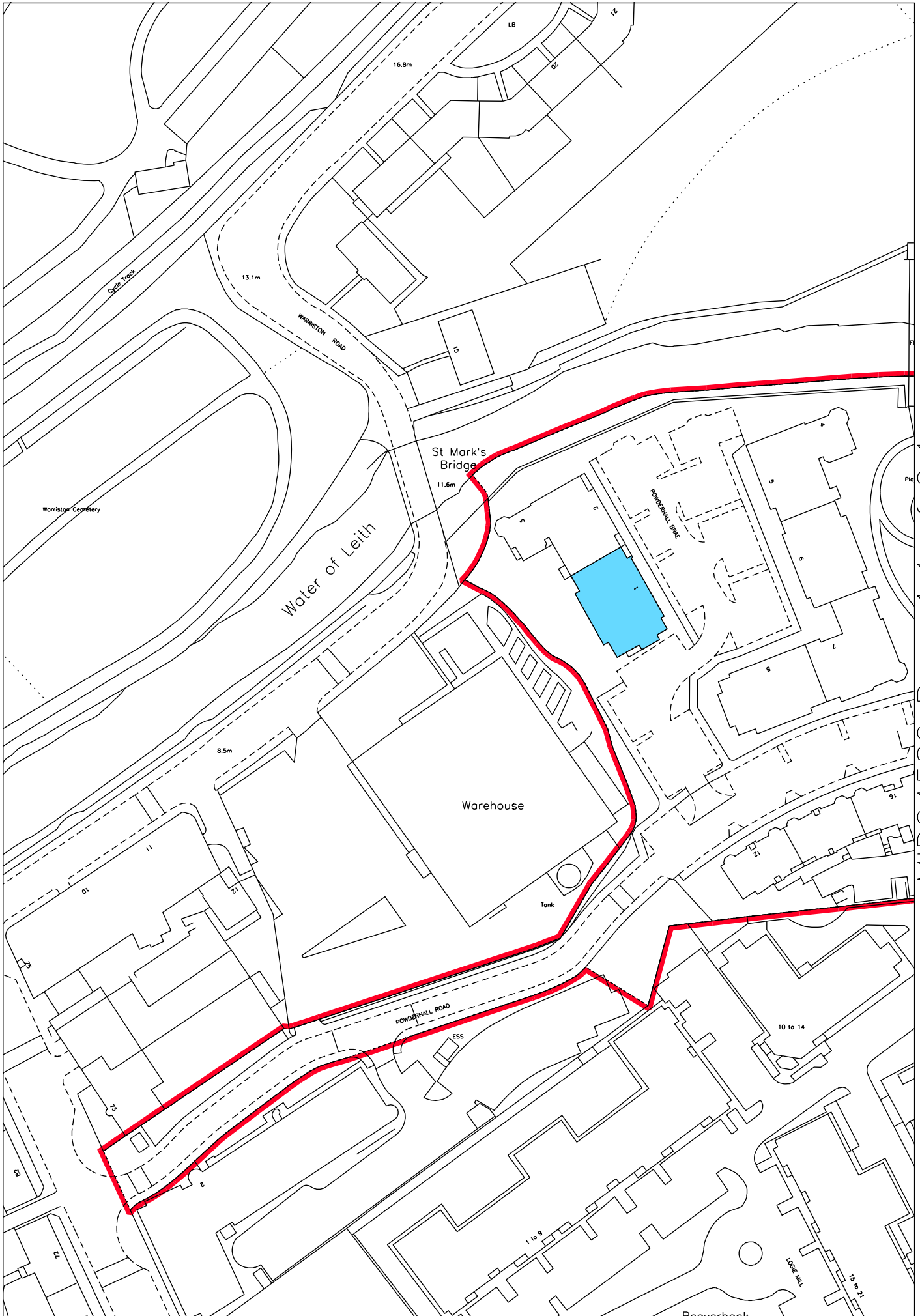
Note 3: The said Blocks C1, C2, C3, C4 and C5 are now known as 7 to-11 (inclusive) Powderhall Rigg respectively.



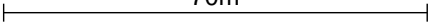
Note 4: The said Blocks G1, G2, G3, H1, H2 and H3 are now known as 12 to 22 (even numbers) Powderhall Road.

Note 5: Due to insufficient evidence the Keeper is unable to identify Block J as defined in the above Schedule of Landscape Management and Factoring Charges.

This is a Copy which reflects the position at the date the Title Sheet was last updated.

© Crown copyright 2020



 LAND REGISTER OF SCOTLAND	Officer's ID / Date	TITLE NUMBER
	4482 21/7/2017	MID24582
	ORDNANCE SURVEY NATIONAL GRID REFERENCE	70m 
NT2575SW NT2575SE NT2575NW NT2575NE		Survey Scale 1/1250

CROWN COPYRIGHT © – This copy has been produced from the ROS Digital Mapping System on 22/07/2017 with the authority of Ordnance Survey under Section 47 of the Copyright, Designs and Patents Act 1988. Unless there is a relevant exception to copyright, the copy must not be copied without the prior permission of the copyright owner. OS Licence no 100041182.

