



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

6581
22/8/2019

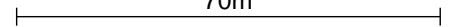
TITLE NUMBER

MID208826



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

70m

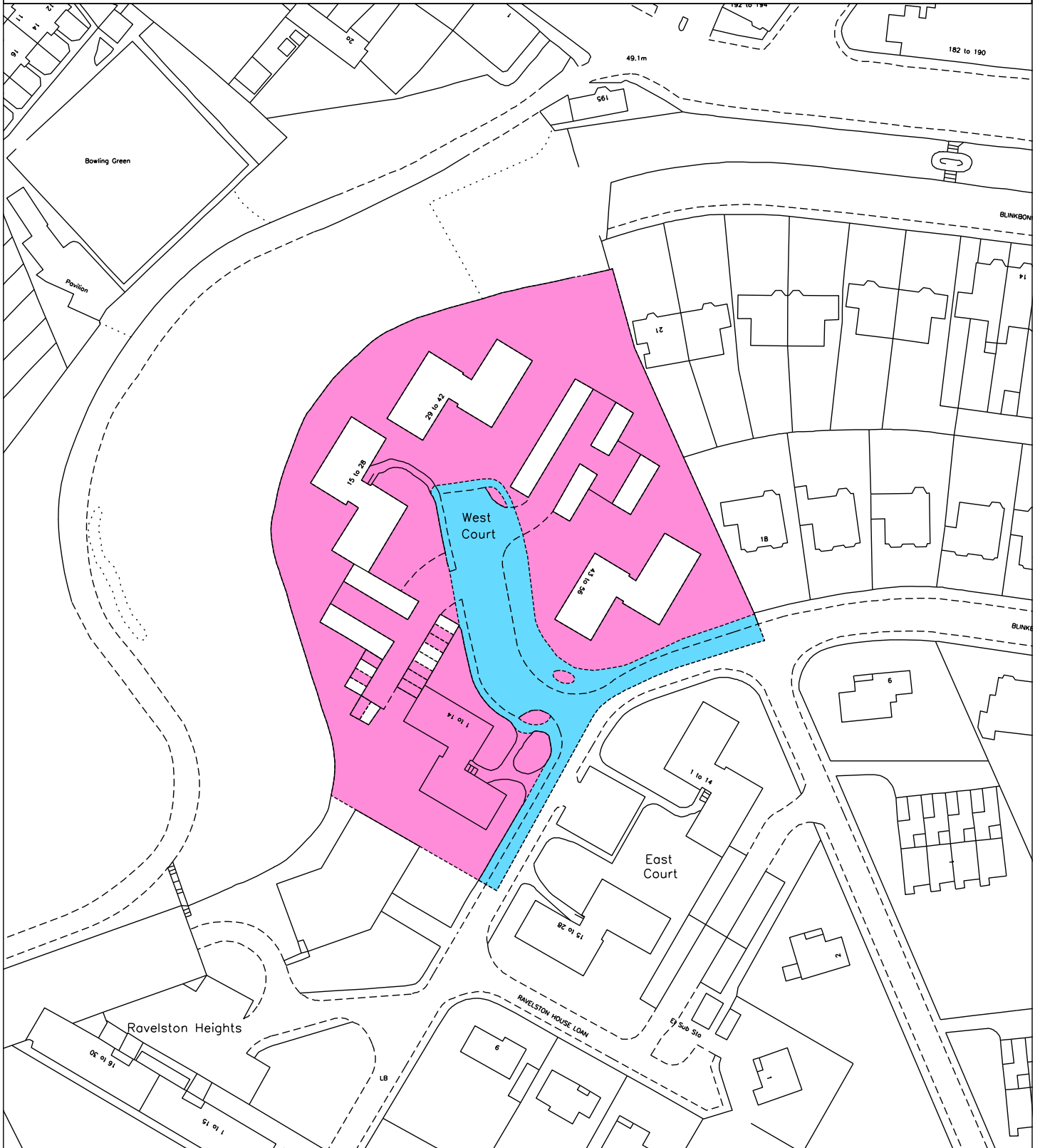


NT2274SW NT2274NW

Survey Scale

1/1250

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LAND REGISTER
OF SCOTLAND

Officer's ID / Date

6611
8/8/2017

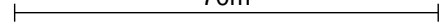
Supplementary Plan to Title

MID208826-1



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

70m

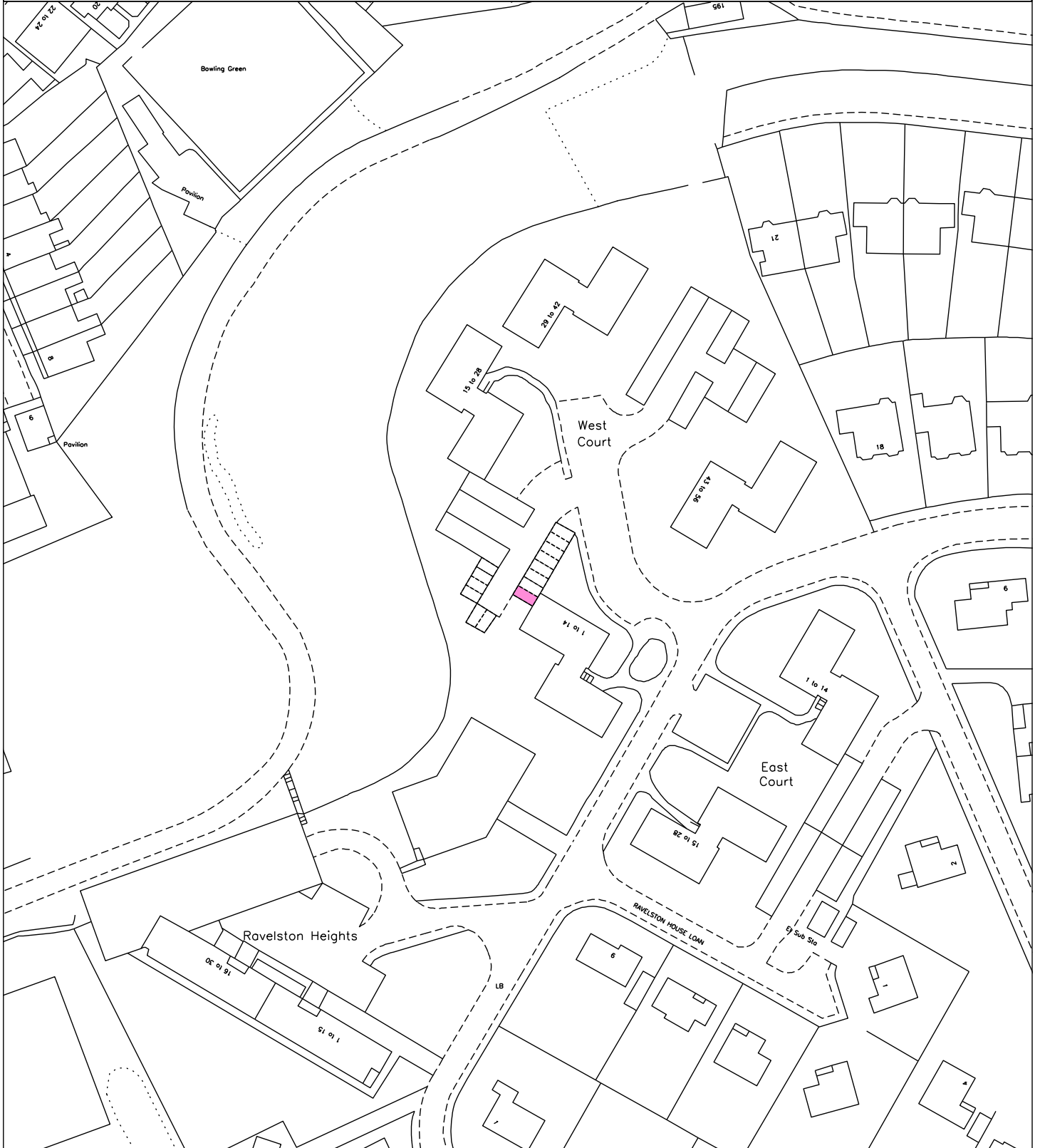


NT2274SW NT2274NW

Survey Scale

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TITLE NUMBER MID208826

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION
22 MAY 2019

DATE TITLE SHEET UPDATED TO
22 MAY 2019

REAL RIGHT
OWNERSHIP

DESCRIPTION

Subjects part of cadastral unit MID189080 tinted pink and blue on the cadastral map being 1 RAVELSTON HOUSE PARK, EDINBURGH EH4 3NP being the eastmost dwellinghouse situated on the ground floor of the northmost half of the southmost block 1 to 14 (Inclusive) WEST COURT, RAVELSTON HOUSE PARK with the carport tinted pink on the supplementary data to the title sheet; Together with (One) access to the dwellinghouse in this Title by the common entrance door and hall and common stairs landings and passages aftermentioned; (Two) a right in common with the proprietors of the remaining thirteen dwellinghouses in the said block to the solum on which the said block is erected and the foundations, outside walls, all bearing walls, gables, roof, common entrance hall, stairs and landings and the walls and ceilings enclosing the same, and the drains, sewers, main supply water pipes, rones, conductors and electric main and other pipes and transmitters belonging to the said block and all others common or mutual to the fourteen dwellinghouses in the said block; (Three) a right in common with the proprietors of the remaining thirteen dwellinghouses in the said block and the proprietors of the forty two dwellinghouses in the other three blocks of flatted dwellinghouses erected on the site tinted pink and blue on the cadastral map to the site so far as it is not used for the buildings and the drive leading to each range of carports the boundary walls and fences enclosing the same and the pathways formed therein; and (Four) a right in common with the proprietors of the other twenty seven carports in the said westmost range of carports to (One) the roof, rones, rain water conductors, and all others common or mutual to the said westmost range of carports, and (Two) the drive leading to the said westmost range of carports from the roadway known as West Court, Ravelston house Park, Edinburgh.



TITLE NUMBER MID208826

A 2

A. PROPERTY SECTION

Note The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Charter in Entry 1 of the Burdens Section.



TITLE NUMBER MID208826

B 1

B. PROPRIETORSHIP SECTION

ENTRY NO	PROPRIETOR	DATE OF REGISTRATION	CONSIDERATION	DATE OF ENTRY
1	MCEWAN FRASER LEGAL SERVICES LLP a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000 (Registered Number S0304223), Registered Office at Claremont House, 130 East Claremont Street, Edinburgh, EH7 4LB.	22 MAY 2019	£175,000	17 MAY 2019



TITLE NUMBER MID208826

C 1

C. SECURITIES SECTION

**ENTRY
NO**

SPECIFICATION

**DATE OF
REGISTRATION**

No Entry



D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

1 Feu Charter by Ravelstane Limited to T. Boland & Co., Limited and their successors and assignees (hereinafter referred to as "the Feuars"), recorded G.R.S. (Midlothian) 1 Mar. 1961, of 21.91 acres of ground (hereinafter referred to as "the feu"), of which the subjects in this Title form part, contains the following burdens:

EXCEPTING and RESERVING to us and our successors in the superiority of the feu (but subject always to the provisions of the Coal Act, 1938 and the Coal Industry Nationalisation Act, 1946) the whole stone, ironstone, shale, sand, gravel, clay and all metals and minerals and generally all other substances whatever within or under the feu though not specifically mentioned. With full power and liberty to us and our foresaids and any person authorised by us or them to work, win and carry away the same from or over the surface of the feu we and our foresaids being bound to pay to the Feuars any damages which may be caused to the surface of the feu or to the buildings and others erected or to be erected thereon, as the amount of such damages shall be ascertained, failing agreement, by two neutral men mutually chosen or by an oversman to be named by them; AND ALSO WITH

(First) the Feuars shall be bound to erect upon the feu dwellinghouses each having a value of not less than Two Thousand Five Hundred Pounds and each consisting of not less than two apartments, with kitchen and bathroom and other usual offices, and also with relative garage accommodation if desired, which dwellinghouses and others shall be constructed of such materials and in accordance with such plans and elevations and according to such specifications as shall be approved by us or our foresaids before building work commences; Declaring that the said dwellinghouses shall be used as private residences each for one family only and for no other purpose whatever; and no buildings or erections of any kind other than as hereby authorised shall ever be erected on the feu without the previous consent in writing of us or our foresaids, and no exterior alterations or additions shall be made to the said dwellinghouse and others without the like consent;

(Second) no part of the feu, including the buildings to be erected thereon, shall ever be used for the purpose of carrying on any trade or manufacture or for any noisome, noxious or offensive work



D. BURDENS SECTION

or operations or for a steam, gas, electric, oil or other engine or for any purpose whatsoever which may in the opinion of us or our foresaids constitute a nuisance in the neighbourhood

(Third) the separate plots of ground into which the feu is to be divided shall, so far as not forming the sites of the said dwellinghouses and others as aforesaid, be used only as gardens or pleasure grounds and for no other purpose whatever and shall at all times be kept clean and free from weeds, all to the satisfaction of us and our foresaids;

(Fourth) the Feuars shall be bound to construct at their own expense such new roads, footpaths, kerbs, water channels, sewers and other drains as may be necessary for the development of the feu in accordance with specifications and plans to be approved by us or our foresaids, and when the said roads, footpaths, kerbs, water channels, sewers and other drains are constructed and laid they shall be upheld and maintained in good repair and condition by the Feuars at their own expense until such time as the same may be taken over by the local authority

(Fifth) the feuars shall be bound (so far as not already done) to erect at their own expense such walls or fences or others as may be required on the boundaries of the feu and on the boundaries of the said separate plots of ground into which the feu is to be divided, which walls or fences or others shall be of such height and design as shall be approved by us or our foresaids; and once the said walls or fences or others have been erected as aforesaid no addition or alterations thereto shall be made without the consent in writing of us or our foresaids; DECLARING that the feuars shall be bound to free and relieve us and our foresaids in all time coming of all claims of whatever kind in connection with the erection and maintenance of the said walls or fences or others whether already erected or to be erected;

(Sixth) The Feuars shall be bound to maintain and uphold the whole dwellinghouses and others erected or to be erected on the feu in good and complete order and repair in all time coming and to keep the same constantly insured against loss by fire with an established Insurance Company for the full respective values thereof, and the receipts for the relative premiums of insurance shall, if and when required, be exhibited to us or our foresaids; and in the event of any of the said dwellinghouses and others being destroyed or damaged by fire or from any other cause, the Feuars shall be bound, at their own expense, to rebuild and restore the



D. BURDENS SECTION

same within one year of such destruction or damage using such materials and in accordance with such plans and elevations and according to such specifications as shall be approved by us or our foresaids as aforesaid;

(Seventh) We or our foresaids shall not be bound to adhere to the layout plan of the feu but may allow any alterations of or departure therefrom as we or they may deem proper.

Note: The Conditions in the said Feu Charter have been varied in terms of the Minute of Waiver in Entry 3 of this Section.

2 Tree Preservation Order, The City of Edinburgh (Ravelston) 1962 (under Section 26 of the Town and Country Planning (Scotland) Act 1947) by Corporation of City of Edinburgh, recorded G.R.S. (Midlothian) 17 Apr. 1963, contains conditions affecting trees or groups of trees (including prohibitions against the cutting down, topping, lopping, wilful destruction &c thereof), situated on subjects of which the subjects in this Title form part.

3 Minute of Waiver by Ravelstane Limited, recorded G.R.S. (Midlothian) 5 Aug. 1968, modifies the Feu Charter in Entry 1, as follows:

That the feuars are entitled to erect on the feu blocks of flatted dwellinghouses each dwellinghouse being of a value and accommodation as specified in the Feu Charter.

4 Disposition by Leeds Permanent Building Society with consent to John Johnston and Isabella Gartshore Scobie or Johnston and their heirs and assignees, recorded G.R.S. (Midlothian) 6 Aug. 1970, of the subjects in this Title, contains the following burdens:

(FIRST) the parts of the site tinted blue on the cadastral map shall be used only for the construction of the roadways and footpaths of the public streets known as Ravelston House Park, Edinburgh and the cul-de-sac leading therefrom and to be known as West Court, Edinburgh;

(SECOND) our disponees and their foresaids shall be bound and obliged to pay an equal share along with the proprietors of the remaining thirteen dwellinghouses in the block of the cost of (ONE) the maintenance, repair and replacement of the common parts and others of the said block as hereinbefore specified and (TWO) any other charges incurred in connection with the maintenance, repair



D. BURDENS SECTION

and replacement of the said block not specifically hereinbefore specified but which are required in connection with the use and enjoyment of all the dwellinghouses in the said block;

(THIRD) our said disponees and their foresaids shall be bound and obliged to pay an equal share along with the proprietors of the remaining thirteen houses in the said block and the proprietors of the forty two houses in the other blocks of (ONE) the cost of maintaining the garden ground and of maintaining, repairing and where necessary renewing the said paths, boundary walls, fences and gates; (TWO) the expenses incurred in employing a gardener and such other person or persons as maybe engaged in connection with the said four blocks of flatted dwellinghouses by the proprietors of all the dwellinghouses therein; and (THREE) any other charges incurred in connection with the maintenance of the garden ground;

(FOURTH) our said disponees and their foresaids shall be bound and obliged to pay an equal share along with the proprietors of the other Twenty seven carports in the said westmost range of carports of the cost of (ONE) the maintenance, repair and replacement of the common parts and others of the said range of carports as hereinbefore specified and (TWO) any other charges incurred in connection with the maintenance, repair and replacement of the said range of carports not specifically hereinbefore specified but which are required in connection with the use and enjoyment of all the carports in the said range of carports;

(FIFTH) all matters of common interest affecting the proprietors of the house in the said four blocks including the maintenance, cleaning, repairing, renewal and insurance of the common parts, the duties of, employment and dismissal of servants engaged for the benefit of all the proprietors and the maintenance and use of the garden ground and generally all questions and matters of common interest affecting the houses in each or all blocks shall be decided by a majority of the proprietors of the houses in each or all blocks as appropriate (one vote only being counted for each house) who shall have power to instruct and pay the cost of all necessary expenditure and to recover the shares due by all the proprietors who are liable;

(SIXTH) all matters of common interest affecting the proprietors of the carports in the said west most range of carports shall be decided by a majority of the proprietors of the carports in said range (one vote being counted for each carport) who shall have power to instruct and pay the cost of all necessary expenditure and



D. BURDENS SECTION

to recover the shares due by all the proprietors who are liable;

(SEVENTH) our said disponees and their foresaids shall be bound never to erect on any part of the site or exterior of the said block except with the approval of a majority of the proprietors affected any noticeboard, plate, sign or other device or to paint, whitewash or colour or make any structural or other alteration in any way upon the external part of the said subjects hereby disposed or any of the common parts thereof it being expressly provided and declared that in order to preserve uniformity in the external appearance of the blocks and the common parts effeiring thereto, all external painting and decoration and all improvements or alterations thereto shall be dealt with only by the proprietors of the dwellinghouses in all blocks as hereinbefore provided;

(EIGHTH) in respect that it is intended that one common television aerial will be provided for the use of all the proprietors of the dwellinghouses in the said block our said disponees and their foresaids shall be bound never to erect any other television aerial on any part of the site or exterior of the said block except with the approval of a majority of the proprietors affected; and

(NINTH) our said disponees and their foresaids shall be bound to allow access to the said subjects hereby disposed to any of the proprietors of the other dwellinghouses in said block and of the other carports in said range of carports or their tradesmen at all reasonable and convenient times and upon due notice being given for the purpose of executing any necessary repairs to or renewals of any part of said other dwellinghouses or carports.