



Title Information: MID137086

Search summary

Date/Time of search	11 Sep 2026 12:00:22
Transaction numbers	SCO-28483788
User reference	Not provided

Section A
Property

MID137086

Date of first registration	27 Sep 2011
Date title sheet updated to	02 Jun 2021
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	NT2372SE
Title Number	MID137086
Cadastral Unit	MID137086
Sasine Search	242465
Property address	43/5 WEST BRYSON ROAD, EDINBURGH EH111BQ
Description	Subjects 43/5, WEST BRYSON ROAD, EDINBURGH EH11 1BQ within the land edged red on the Title Plan being the eastmost flat on the first floor of the Building of which it forms part with the car parking space tinted pink on the said plan; Together with the rights contained in the Deed of Conditions in Entry 4 of the Burdens Section.

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Section B
Proprietorship

MID137086

GORDON GEORGE HENDERSON 45/1, Caledonian Crescent, Edinburgh, EH11 2AQ.

Entry number	1
Date of registration	03 May 2021
Date of Entry	23 Apr 2021
Consideration	£235,000

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Section C
Securities

MID137086

Entry number	1
Specification	Standard Security by said GORDON GEORGE HENDERSON 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.
Date of registration	03 May 2021

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Section D

Burdens

MID137086

Number of Burdens: 4

Burden 1

Feu Charter by Governors of George Watson's Hospital to Trustees for Firm of Neil McLeod and Sons and their successors and assignees, recorded GRS(Edinburgh) 17 Jun. 1904, of 1.17 acres of ground, of which the subjects in this Title form part, contains the following:

(First)

That our said disponees shall be bound and obliged to erect and thereafter to uphold and maintain in all time coming on said area of ground before disposed on sites and according to detailed plans and elevations to be approved in writing by us previous to the commencement of building operations, workshops and stables some of which stables may have coachmen's houses above but the number of such houses shall not exceed six and the height of such stables with houses above shall not be more than two storeys and the said erections shall be built of brick or stone and covered with slates; Declaring that the external appearance of the said buildings shall not be altered without the consent in writing of us or our successors and that no buildings or erections other than those hereinbefore sanctioned and the boundary enclosures hereinafter mentioned shall be erected or placed on the said area of ground without the foresaid consent; And our said disponees shall be bound and obliged to keep the buildings to be erected on said area of ground constantly insured against loss by fire with an established Insurance Company for at least three fourths of their value; And in the event of the said buildings or any part of them being destroyed or damaged by fire our said disponees shall be bound to restore them to the requisite value within one year of such destruction or damage and the whole sum to be received from the said Insurance Company shall be expended at the sight of us or our foresaids in re-erecting the said buildings or repairing the damage done by such fire; And such buildings shall not be re-erected in a style or in a manner different from that originally agreed on without the consent in writing of us or our foresaids first had and obtained; And we and our foresaids shall be at all times entitled to require exhibition of the policies of insurance effected on said buildings and of the termly receipts for payment of the premiums due under said policies;

(Second)

Our said disponees shall be bound to enclose the area of ground hereinbefore disposed on all sides thereof other than the north west side next ground belonging to the Caledonian Railway Company with a timber fence or such other fence as may be approved by us declaring that the fence on the south east and north east sides in so far as not occupied by the walls of buildings shall be erected and in all time coming maintained at the expense of our said disponees entirely on the area of ground hereinbefore disposed; Further declaring that the fence on the south west side which shall be seven feet in height above the surface of the ground shall be built or erected at the expense of our said disponees one half on the area of ground hereinbefore disposed; And the other half on the adjoining ground and our said disponees shall be entitled to recover from the proprietors of the said adjoining ground when and in so far as the same may be feued one half of the expense of erecting the said last mentioned boundary fence; But declaring that in the event of the said boundary fence having been or being erected by the proprietors of the said adjoining ground our said disponees shall be bound when required to pay to the said proprietors or their assignees one half of the expense of erecting the same and to free and relieve us and our foresaids of all claims or questions in connection therewith as well as in connection with the enclosure of the said area of ground which boundary fence shall thereafter in all time coming be maintained as mutual by our said disponees and the proprietors of the said adjoining ground and their successors respectively; Declaring however that where the adjoining ground is unfeued and until the same is feued the said boundary fence shall be maintained at the sole expense of our said disponees; Declaring further that no buildings shall be erected on the said mutual fence nor shall such fence be increased in height without the consent of us or our foresaids and all parties interested therein and any additions which may be made by our said disponees to the height of the said mutual boundary fence shall be so made at their expense but the other parties shall not be entitled to use such additions until they repay their share of the cost; And declaring further that should any questions arise between our said disponees and other feuers in regard to the expense of erecting the said mutual boundary fence such questions failing agreement shall be referred to the Superintendent of Works of us or our foresaids for the time being whose determination shall be final; Declaring also that our said disponees shall not be bound

to erect any boundary or enclosing fence on the north west side adjoining ground belonging to the said Caledonian Railway Company;

(Third)

In respect that we have formed partly on the ground hereby feued and partly on ground belonging to us or other feuars sidings extending for a distance of two hundred and forty three lineal yards or thereby in connection with the Caledonian Railway immediately adjoining on the north west so as to be available for the feuars or proprietors of ground set apart for works on the north west side of the new road running eastwards from Harrison Road and that the proportion of the expense applicable to that portion of the area hereby feued has been repaid to us the said sidings shall hereafter be maintained and all necessary improvements introduced by our said disponees and the feuars or proprietors of ground on the north west side of the said new road set apart for works or by us if any portion of the said ground shall not have been feued or sold and until the same is feued or sold; Declaring that such maintenance and improvement shall be borne by the parties liable therefor in proportion to the original extent of areas given off or to be given off for works on the north west side of the new road; Declaring also that as the whole length of the said sidings including the portion thereof formed on that part of the area hereby feued will be subject to traffic for the benefit of all the feuars or proprietors of ground set apart for works on the north west side of the said new road our said disponees and the other feuars or proprietors of ground for works abutting on the sidings shall have a joint right to the use of the said sidings which shall in all time coming be used as sidings and for no other purpose; Further our said disponees and the other feuars or proprietors having a joint right to the sidings shall frame working regulations for the use of the sidings and in the event of difference of opinion the votes of the feuars and proprietors holding more than one half of the area entitled to the use of the sidings shall prevail which regulations shall however be subject to the approval of us or our foresaids so long as we or they are proprietors of unfeued ground; Further subject to the provisions of this Charter our said disponees shall be bound to free and relieve us and our foresaids in the character of Superiors of all claims or questions in connection with the said sidings in all time coming;

(Fourth)

That our said disponees shall not be at liberty without the consent of us or our foresaids to sell or dispose the said area of ground hereby feued in more than three portions but such portions need not be of equal extent;

(Fifth)

That our said disponees shall not be entitled to quarry stone or sand on the said area of ground except for the purpose of building thereon;

NOTE: The terms in the above Feu Charter have been modified in the Minutes of Waiver in Entries 2 and 3.

Burden 2

Minute of Waiver recorded G.R.S. (Edinburgh) 20 Oct. 1934, by Merchant Company Education Board, superiors of 1.17 acres of ground, of which the subjects in this Title form part, modifies the terms of clauses 1 and 4 in the Feu Charter in Entry 1 as follows:

We WAIVE our right to insist on the implement by the vassals of the obligations contained in the foresaid clauses of the said Feu Charter to the extent and effect of entitling The Edinburgh and Dumfriesshire Dairy Company Limited and their successors in the feu or any portion or portions thereof

(One) to use the buildings erected or to be erected on the said area of ground for the carrying on of their dairy, bakery, ice-cream and catering businesses, and the business of manufacturing dairy produce, or for carrying on such other businesses as we or our successors may approve in writing, which consent will not be unreasonably withheld;

(Two) to make such additions to and alterations on said buildings as may be found by them necessary or convenient for the proper working of said businesses;

(Three) to erect on said area or piece of ground such other or additional buildings, and to make such additions to and alterations on same as they may from time to time find necessary or convenient for the proper working of said dairy, bakery and ice-cream and catering and manufacturing businesses or of such other businesses as may be approved as aforesaid; and

(Four) to sell or dispose said area or piece of ground in such portions as they may find convenient; And it is hereby provided and declared that before any alterations or additions are made to any of the buildings, or new buildings of any kind are erected, the approval of us or our successors shall require to be obtained to the sites, materials and plans thereof, which approval will not be unreasonably withheld; And it is further provided and declared that the said The Edinburgh and Dumfriesshire Dairy Company Limited and their foresaids shall be bound to make such arrangements for handling their milk traffic at the railway siding adjoining the said area of ground as, in our opinion, are necessary and reasonable for reducing the attendant noise to a minimum; and it is also hereby declared that the whole burdens, conditions, declarations and others contained in the said Feu Charter, so far as the same are still subsisting and unimplemented and are not modified by this Minute shall remain in as full force and effect as if these presents had never been granted.

Burden 3

Minute of Waiver recorded G.R.S. (Midlothian) 30 Jun. 1995, by Merchant Company Education Board, superiors of inter alia 1.17 acres of ground, of which the subjects in this Title form part, modifies the terms in inter alia the Feu Charter in entry 1

but that only to the effect of permitting the demolition of any existing buildings or walls and the construction on the said subjects hereinbefore described of, and use of the same as a residential development with associated car parking, accesses and landscaping and the sale or other disposal or lease of the same in whole or in part or parts; And we further waive any requirement on the feuar or feuars from time to time in terms of the said Feu Charter to obtain our approval of detailed plans and specifications, to insure (and in consequence, to reinstate and restore), not to alter any buildings externally without our consent and to fence and erect boundary walls; DECLARING THAT, so far as applicable and subsisting, the whole other conditions, restrictions, obligations and provisions in the said Feu Charter shall otherwise remain in full force and effect as if this Minute had not been granted.

Burden 4

Deed of Conditions recorded G.R.S. (Midlothian) 29 Feb. 1996, by Teague Homes (Scotland) Limited, proprietor of (I) 0.968 acre of ground, (II) 1.87 acres of ground, (III) 1.17 acres of ground and (IV) 0.085 acre of ground, of which (III) and (IV) subjects, the subjects in this Title form part, contains burdens &c in the following terms, viz.:

CONSIDERING THAT we are about to erect on the said subjects eighteen buildings comprising dwellinghouses (hereinafter referred to as "the development") to be known as Numbers 15, 17, 19, 21, 23, 25, 27, 29, 31, 37, 39, 41, 43, 45, 47, 49, 51 and 53 West Bryson Road, aforesaid together with car parking spaces, access roadways, common, paved and garden areas, walkways and bin stores pertaining to all the said dwellinghouses, and in connection therewith to execute Dispositions or other Conveyances in favour of various purchasers and that it is expedient to declare various reservations, real burdens, conditions, prohibitions, declarations, obligations and stipulations under which each of the dwellinghouses is in the future to be held by the respective proprietors thereof; FURTHER CONSIDERING that in order to create a ius quaesitum tertio in favour of the proprietors (as hereinafter defined) THEREFORE we Do Hereby PROVIDE and DECLARE as follows:-

(FIRST)

For the purpose of interpreting these presents the following terms shall have the meanings set opposite them:

"Teague": Us the said Teague Homes (Scotland) Limited and our successors and assignees in the right to enforce the burdens hereinafter created,

"proprietor(s)" This term shall apply to the purchaser(s) of one of the dwellinghouses affected by this Deed of Conditions and his/their successors and assignees as heritable proprietor(s),

"the common property of a building" This term shall apply to the following parts of a building; the solum thereof, the foundations, outside walls, loadbearing walls, gables, roofs, the roof trusses, surface water and foul drainage pipes, rhones, gutters, the water supply pipes, common tanks and cisterns, the electric mains, gas and all other pipes, cables, wires and transmitters and connections, the common entrances and entrance doors, entrance halls, cupboards, staircases, stairs, stair railings, the walls enclosing the stairs, the stair windows (including any roof lights and cupola serving the staircase), the hatchway or hatchways leading to the roof, the attic space, the stair lights, the common television aerial and any security or entry phone systems and all other parts and pertinents as used in common by the proprietors of more than one dwellinghouse in one of the buildings.

"the common property of the development" This term shall apply to the following parts of the development: the unbuilt on portions of the development, the boundary walls thereof (so far as forming part of the development), hedges, gates, railings and fences enclosing the development, the access roadway within the development, the Visitors' car parking spaces, the pavements, the street lighting within the development the footpath, the garden ground, all grassed, planted, slabbed, gravelled and tarmacadamed areas, the bin stores (each proprietor having the right to use one of the binstores for each dwellinghouse as such binstores are marked with the appropriate numbers of each dwellinghouse to which it pertains), the whole drains and soil pipes, water, gas and other pipes, the sewers, drains, soil, gas, water and other pipes, electricity, television, security and telephone cable and all other services serving the development, all parts, pertinents which are common and mutual to the development but do not form part of the common property of a building and all those parts of the development which on completion by Teague, shall not have been exclusively alienated to the proprietors,

"Visitors car parking spaces" This term shall apply to each of the car parking spaces in the development which have not been exclusively alienated to the proprietors and are to be taken over for maintenance by the Local Authority and are intended for use by visitors only and are marked 'V' on the plan to be annexed to the Feu Dispositions hereinbefore referred to,

"car parking spaces" This term shall apply to each and every one of the car parking spaces which have been exclusively alienated to the proprietors and are to be disposed in each of said Feu Dispositions.

(SECOND)

(i) The proprietor of a dwellinghouse in the development shall possess a pro indiviso right of common property with each and every other proprietor in the development in and to the common property of the development;

(ii) The proprietor of a dwellinghouse in the development shall contribute an equal share towards the expense of maintenance, and renewal if necessary, of the common property of the development, one share being payable in respect of each dwellinghouse owned.

(THIRD)

(i) The proprietor of a dwellinghouse in each of the eighteen buildings shall possess a pro indiviso right of common property with each and every other proprietor in the building of which their dwellinghouse forms part in and to the common property of the building;

(ii) The proprietor of a dwellinghouse in each of the eighteen buildings shall contribute an equal share towards the expense of maintenance and renewal if necessary of the common property of the building of which their dwellinghouse forms part one share being payable in respect of each dwellinghouse owned.

(FOURTH)

Each dwellinghouse shall be used and occupied solely as a private dwellinghouse and shall not be subdivided or occupied by more than one family at a time. No external alterations to any dwellinghouse, including without prejudice to the foregoing generality alteration of or to the windows or doors thereof shall be made. No board, card, plate, satellite dish or advertising notice of any kind shall be placed on any dwellinghouse or on any part of the development other than the usual door nameplates. The external woodwork and metalwork of the development shall be painted or otherwise treated as a common repair in terms of these presents and the whole external woodwork and metal work shall be maintained in a uniform colour. No proprietor shall be allowed to

paint any external woodwork, metalwork or outside walls of a dwellinghouse a different shade or colour to the remainder of the development.

(FIFTH)

(i) No power boats, marine crafts, caravans, commercial vehicles or vehicles other than private motor cars, motor cycles or cycles shall be parked in any of the Visitors' car parking spaces or in any of the car parking spaces. Each proprietor (counting one person for each dwellinghouse) will be entitled to park a car, a motor cycle or a cycle in the car parking space to which the proprietor is entitled. The parking of any motor car, motor cycle or cycle elsewhere in the development (including the Visitor car parking spaces) is prohibited. No cars are to be parked on any remaining part of the development so as to impede access to any property or to any of the other car parking spaces. Each proprietor is prohibited from selling, leasing or disposing of the car parking space pertaining to a dwellinghouse separately therefrom;

(ii) No work shall be done on motor vehicles within the development except normal maintenance and repair of a motor car or motor cycle belonging to proprietors which exception shall not however permit a proprietor to keep any vehicle jacked up or otherwise not in a road worthy condition for longer than is reasonably necessary to complete such repair or maintenance.

(SIXTH)

The proprietor of each dwellinghouse shall maintain his property 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 same which may prejudice the stability thereof or create a nuisance to other proprietors and in particular but without prejudice to the foregoing generality, by control of vermin and immediate treatment of any dry rot, wet rot or infestation by woodboring insects which may be detected and the repair of any damage to water or other services, pipes or wires. Any proprietor who fails to take timely and adequate measures to prevent or repair such damage or defects, including notification to adjoining proprietors whose premises may be affected will be liable for any damage caused as a result of such failure. Each proprietor will be bound along with others to maintain the common property of a building and common property of the development in a neat and tidy condition in all time coming.

(SEVENTH)

The proprietors are expressly prohibited from carrying on in the dwellinghouses or the car parking spaces or any part of the common property of a building or the common property of the development any trade, business or profession or from selling goods or wares of any sort whether or not such use may be deemed incidental or natural to the ordinary use of the same. The proprietors of the dwellinghouses are prohibited from making or selling within the same wines or beers (under declaration that the proprietors shall be entitled to make wines or beers provided that such wines or beers are only for their own consumption), spirits or other exciseable liquors and also from making or manufacturing any goods for sale, and generally from doing anything which may be deemed a nuisance or occasion disturbance to other proprietors. The proprietors are hereby expressly prohibited from keeping poultry, ducks, pigeons, rabbits, bees or other livestock. Proprietors are only permitted to keep domestic animals which shall not provide a nuisance to other proprietors. DECLARING that all these prohibitions shall apply to all members of the household or others occupying said dwellinghouses including tenants and assignees.

(EIGHTH)

The proprietors are prohibited from suspending clothes lines or projecting poles from the windows or walls or their respective properties or on or from any common property, other than any erected by Teague.

(NINTH)

Each of the dwellinghouses shall be subject to all necessary servitudes or wayleaves in favour of Teague, their nominees, their successors or any Statutory Undertaker or proprietor of adjoining property for the repair, maintenance, renewal or inspection of the other dwellinghouses and for the repair, maintenance and renewal or inspection of the common property of a building and/or the common property of the development. In addition

each of the dwellinghouses and the other parts of the development shall be subject to all necessary servitudes or wayleaves in favour of the providers of services under the Telecommunications Act 1984 and the Broadcasting Act 1990.

(TENTH)

The fences or walls or retaining walls between adjoining dwellinghouse and between adjoining buildings shall be mutual and shall be maintained by the adjoining proprietors jointly and in all time coming, and the proprietors quoad their respective properties shall relieve Teague of all claims in respect of mutual walls or fences or retaining walls.

(ELEVENTH)

No boundary walls and/or fences shall be permitted, other than any such walls or fences erected by Teague, and the proprietors shall be bound not to remove same and shall be bound to maintain them in proper order in all time coming.

(TWELFTH)

The proprietors shall be bound to keep all of the buildings and the common property of a building and common property of the development constantly insured against loss by fire and other risks normally insured against under a Common Comprehensive Insurance Policy and covering without prejudice to the generality inter alia the risks of Property Owners Liability, Fire, Explosion, Lightning, Storm or Tempest, Flood, Riot and Civil Commotion with an established Tariff Insurance Company for the full replacement value (increased by twelve per centum to cover Architects' and Surveyors' fees) as assessed by Teague in the first instance so long as they remain proprietors of any of the dwellinghouses pertaining thereto; Which insurance shall be arranged by and shall be in the name of the Factor hereinafter referred to on behalf of all the proprietors and the holders of heritable and other securities over the same (if any) for their respective rights and interests; And the proprietors of the dwellinghouses shall be bound to pay to the Factor the proportion of the premium attributable to them in accordance with the proportion that the replacement value of their dwellinghouses and garage pertaining thereto bears to the total replacement value of the subjects insured as such proportion shall be reasonably determined by the Factor; Declaring that in the event of any proprietors using any part of the buildings for any purpose which shall occasion an increase in the rate of first or other premium, the proprietor or proprietors so causing such increase or increases shall be bound to pay the whole of such increase or increases in the insurance premium and to relieve the remainder of the proprietors thereof; And in the event of said dwellinghouses or any part thereof being destroyed or damaged by fire or other insured cause the whole sum received from the Insurance Company shall be expended in re-erecting the subjects damaged or destroyed and in paying said Architects' and Surveyors' fees; And the proprietors shall be bound to restore the subjects destroyed or damaged as aforesaid as also by any other cause within two years from date of destruction of damage.

(THIRTEENTH)

A Factor shall be appointed, as hereinafter provided, who will be responsible for instructing and supervising the common repairs and maintenance of the common property of the development and the common property of a building and for apportioning the cost thereof among the proprietors in accordance with the provisions of these presents (such costs hereinafter being referred to as "the annual maintenance charge"). In the event of the office of Factor falling vacant for any reason the proprietors shall be bound forthwith to appoint another Factor in his place and the proprietors shall not allow the said office of Factor to remain unfilled. Teague shall be entitled but not obliged, at any time prior to the date of entry of the proprietor to the last dwellinghouse sold, to appoint a Factor. In the event that Teague have not so appointed a Factor prior to the said date of entry the proprietors shall be bound to appoint a Factor and Teague shall appoint a Factor in the event that the proprietors have not called a meeting, as hereinafter provided, to appoint a Factor within three calendar months of the date of entry of the proprietor of the last dwellinghouse sold. After Teague have sold all the dwellinghouses the proprietors of any Twenty five dwellinghouses shall have the power to call a meeting of the proprietors of the other dwellinghouses to be held at such reasonably convenient times (excepting Saturdays, Sundays and Public Holidays) and place as the conveners of said meeting may determine, and of which time and place at least fourteen days notice in writing shall be given by or on behalf of the said conveners to the proprietors of the other dwellinghouses and at any meeting so convened any of the proprietors may be represented by a Mandatory provided that the written notice convening said meeting shall specify the matters to be discussed at the meeting.

The quorum of a meeting of the proprietors shall be thirty five proprietors or their mandatories. The proprietors present at such meeting or their mandatories shall be entitled to one vote for each dwellinghouse owned by them or their principals: Declaring that in the event of any of the said dwellinghouses being owned by two or more persons only one of such owners shall be entitled to vote and in no case may more than one vote be allowed in respect of a dwellinghouse. It shall be competent at any relevant meeting by a majority of the votes of those present:-

(i) To order to be executed any common or mutual operations, maintenance and repairs, decoration et cetera to the common property of the development and the common property of a building including external paintwork and levy assessments on proprietors to pay for such works and to recover and enforce payment of such assessments all in terms of the provision of these presents;

(ii) To make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, cleaning, use and enjoyment of the common property of the development and the common property of a building;

(iii) 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 of the development and the common property of a building and the employment of labour thereanent;

(iv) To instruct the collection by the Factor of the annual maintenance charge from each proprietor and the accounting by the Factor for his intromissions therewith;

(v) To instruct the employment by the Factor of a gardener or other staff as required for the maintenance of the common property of the development and the common property of a building;

(vi) To determine the amount of the Factor's remuneration and the annual maintenance charge from time to time; and

(vii) To remove the Factor and appoint in his place on an annual basis.

DECLARING that the said Factor shall, unless otherwise determined by a meeting of the 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 convened as aforesaid other than the appointment or removal of the Factor and the Factor' remuneration; and FURTHER DECLARING that the annual maintenance charge and the Factor' remuneration shall be payable by the proprietors (in the proportions stipulated for common repairs in terms hereof) whether consent is given or not in the same way as if their consent had been obtained and in the event of non-payment within one calendar month of demand for payment the Factor shall be entitled to sue for recovery of the same in his own name, together with all expenses. In the event that the Factor is unable to recover said proportion of the annual maintenance charge and the Factor" remuneration from any of the proprietors the sums outstanding and any reasonable legal fees and expenses incurred in trying to recover same shall become a debt due by all the proprietors to the Factor and shall be payable by the proprietors as hereinbefore provided.

(FOURTEENTH)

Each dwellinghouse shall be burdened with the real lien and burden of the annual maintenance charge as may be determined in accordance with the terms hereof, the sum to be payable as determined by the Factor appointed as aforesaid and to be applied by the Factor in his accounting for his intromissions to the several proprietors of the dwellinghouses towards the indebtedness of each proprietor for his proportion of the whole expense of maintenance and preservation of the common property of the development and the common property of a building, including Factorial Remuneration and charges incurred by the Factor. The Factor's decision in regard to the apportionment of common charges shall be final.

(FIFTEENTH)

Teague expressly reserve to themselves the right, so long as they remain proprietors of any of the dwellinghouses, to alter or modify in whole or in part the foregoing conditions and in the event of their so doing the proprietors shall have no right or title to object thereto and will have no claim in respect thereof.

(SIXTEENTH)

The foregoing reservations, burdens, conditions, provisions, declarations and others herein written are declared to Constitute a Common Plan or Scheme with the effect of conferring on each of the proprietors the right to enforce the said reservations, burdens, conditions, provisions, declarations and others against all other proprietors so far as each proprietor may in every case have a patrimonial interest so to do.

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