



LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

6913  
8/8/2016

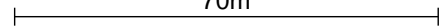
TITLE NUMBER

**ABN2854**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

70m

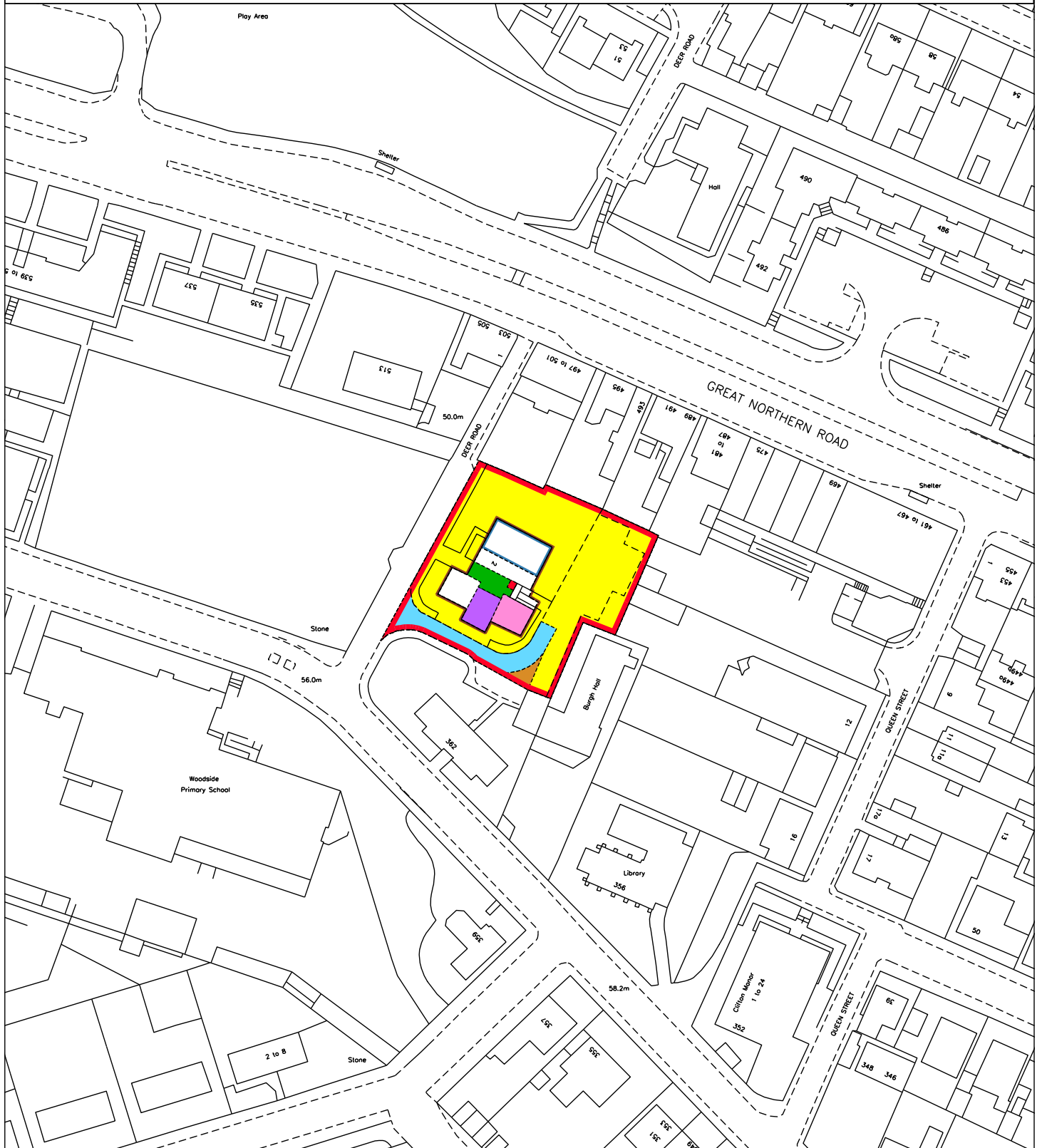


NJ9208NW NJ9209SW

Survey Scale

1/1250

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TITLE NUMBER ABN2854

A 1

## A. PROPERTY SECTION

### DATE OF FIRST REGISTRATION

14 AUG 1996

### DATE TITLE SHEET UPDATED TO

23 MAY 2024

### REAL RIGHT

OWNERSHIP

### DESCRIPTION

Subjects FLAT 5 2 DEER ROAD, WOODSIDE, ABERDEEN AB24 4RW within the land edged red on the Title Plan, being the ground floor flat tinted pink on the said plan; Together with (First) all and whole an equal share pro indiviso along with the proprietors of the other twenty-eight flats within the Development of which the subjects in this Title form part in and to (a) the solum on which the said block is built, which solum is edged brown on the said Plan, (b) the front and back entrance doors, common entrance halls and passages, including any areas used for refuge storage and collection or administration, stairways, railings, landings, lift and lift machinery, interior walls, windows and ceilings, all as the said entrance halls, passages, areas for refuge storage and collection or administration, stairways and landings are tinted green on the said Plan at the first to fifth floors of the said block and tinted green and red on the said Plan at the ground floor of the said block, (c) any common stair or passage lighting, the common television aerial and relative equipment and any door entry system, (d) the main water supply pipes, the static storage tanks, breach tanks and feed pumps and overflows, the electrical switch gear and all main electricity cables, the ventilation ducts, the fire fighting equipment including dry and wet risers, the rain water conductors, foul water conductors, drainage traps and manholes, (e) the foundations, outside supporting walls (excluding the windows and window frames therein pertaining to the subjects in this Title which will be the exclusive property of the Proprietor), division walls, gables, roof and roof space and all other things common or mutual to the subjects in this Title and the remainder of the said block, (f) the drying areas situated in the lower ground floor and



## A. PROPERTY SECTION

fifth floor of the said block as the same are edged blue and tinted mauve respectively on the said Plan, (g) the garden and amenity areas, the common pavements, paths, steps, that part of the access roadway and turning area exclusively serving the said block, parking areas and border areas, all as the same are tinted yellow on the said Plan, (h) the boundary walls and fences, (i) the area of ground tinted brown on the said Plan, (j) all other things and rights so far as they are mutual or are of common service to the subjects in this Title and the remainder of the said flats in the said Development and (k) the right to free ish and entry to the subjects in this Title and the said drying areas and common access areas and to the roof and chimney tops and all other parts of the said Development for all necessary purposes and (Second) all and whole an equal share pro indiviso along with the proprietors of the said other flats within the said Development and with the proprietors of the adjoining subjects 362 Clifton Road, Aberdeen in and to that area of ground forming the solum of part of the access roadway serving the said block and said adjoining subjects as the same is tinted blue on the said Plan; Together also with a heritable and irredeemable servitude right of access for vehicular and pedestrian purposes over the said area of ground tinted blue including the said area tinted brown on the said Plan.



# LAND REGISTER OF SCOTLAND



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B 1

## B. PROPRIETORSHIP SECTION

### ENTRY PROPRIETOR

#### NO

1 AMPG LIMITED incorporated  
under the Companies Acts,  
(Company Number 07135556),  
and having their Registered  
Office at 2 Fen View,  
Doddington, March.

**DATE OF  
REGISTRATION**  
15 FEB 2024

**CONSIDERATION**  
£30,000

**DATE OF ENTRY**  
13 FEB 2024



# LAND REGISTER OF SCOTLAND



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TITLE NUMBER ABN2854

C 1

## C. SECURITIES SECTION

**ENTRY  
NO**

**SPECIFICATION**

**DATE OF  
REGISTRATION**

No Entry



## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

- 1 Feu Charter by National Bank of Scotland to James Skinner and his heirs and assignees, recorded P.R. Aberdeen and Kincardine 24 Apr. 1866, of ground of which the subjects in this Title form part, contains the following burdens:

Declaring that the said James Skinner and his foresaids shall be bound to relieve the said Bank of all claims conterminous feuars may have for any part of the expense of boundary walls built or that may be built by them and declaring always that the said James Skinner and his foresaids shall be bound to keep up and maintain in all time coming buildings on the said piece of ground of the yearly value of not less than ten pounds sterling and also declaring that the said James Skinner and his foresaids shall be bound when required by the superior or conterminous feuar so to do to enclose the ground hereby disposed in so far as not already enclosed with a substantial wall of stone and lime not less than four and a half feet high the said James Skinner and his foresaids being entitled to recover from any future contiguous feuar half of the expense of the boundary walls so to be erected by him in so far as bounding with the ground of said feuar giving therefor the said James Skinner and his foresaids to the said Bank and foresaids thereof the sum of six pounds ten shillings in name of feu duty at two terms in the year Whitsunday and Martinmas by equal portions in all time thereafter with interest at the rate of five per centum of the said feu duty from the respective terms of payment foresaid till payment thereof.

- 2 Deed of Declaration of Conditions, recorded G.R.S. (Aberdeen) 8 Mar. 1988, by Grampian Housing Association Limited, Proprietor of 2 areas of ground of which the subjects in this Title form part

WHEREAS we are about to sell or otherwise deal with the individual flatted dwellinghouses and others comprised in the Property and it is desirable to set out in writing



D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

the conditions, real burdens and others under which the said flatted dwellinghouses and others are to be held and the rights and obligations of the individual proprietor or proprietors thereof (who and whose successors in title as such proprietor or proprietors are hereinafter referred as the context requires by the expressions "proprietor" and "proprietors") including ourselves as proprietors of any of the said flatted dwellinghouses and others which may for the time being unsold THEREFORE we hereby set forth the following real burdens, conditions and others which shall apply to the Property (as hereinafter defined) and to the said flatted dwellinghouses and others and to each of them (the said flatted dwellinghouses and others being hereinafter referred to together as "the dwellinghouses" and individually as the "individual dwellinghouse" or a "dwellinghouse" as the context permits) videlicet:-

DEFINITIONS

1. In this Deed:

(1) "Property" means the subjects edged red on the Title Plan.

(2) "Main Buildings" means the building or buildings situated on the Property and comprised of the dwellinghouses.

(3) "Subsidiary Buildings" means all buildings comprised in the Property other than the Main Buildings.

(4) "Curtilage" means those parts of the Property not occupied by the Main Building and the Subsidiary Buildings, together with all access roads and paths, parking spaces, drying areas, walls, fences, hedges, garden and amenity ground and all growing plants and shrubs thereon, but in the case of any such walls, fences or hedges which are mutual to the extent only of one half thereof.



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(5) "Common Parts" means the whole parts of the Property which are used by or serve more than one of the dwellinghouses excepting parts which are specifically conveyed to a proprietor or to the proprietors of some, but not all, of the dwellinghouses as his or their exclusive or common property and, without prejudice to the foregoing generality but subject to that exception, the Common Parts shall include:-

(a) the following parts of the main Building, videlicet:-

(i) the solum and foundations;

(ii) the outside walls and cladding thereof, the window frames and window glass comprised in the Main Building;

(iii) the roof (including any dormer window projections and the roof thereof) and all erections thereon (excepting erections which serve some (being at least one) but not all of the dwellinghouses and are specifically conveyed to the proprietors of such of the dwellinghouses); and the roof space and attic in so far as the same does not form part of a dwellinghouse;

(iv) the wall plates, joist supports and concrete floor slabs;

(v) the entrance halls and all common halls, stairways, railings and landings and the walls enclosing the same; the lift; the entrance, entrance doors and door entry system;

(vi) all apartments or areas used for storage, refuse collection and bin chute or administration except in so far as comprised within the dwellinghouses or any of the same;

(vii) the main water supply pipes including main risers and lateral mains and all branch pipes so far as not enclosed





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within any individual dwellinghouse the static storage tanks, breach tanks and feed pumps and overflows;

(viii) the electrical switch gear and all main electric cables but excluding electric cables so far as enclosed within and serving any individual dwellinghouse;

(ix) the mechanical ventilation ducts except in so far as situated within and serving any individual dwellinghouse;

(x) the fire fighting equipment including dry and wet risers;

(xi) the rain water conductors, foul water conductors, drainage traps and manholes;

(xii) except in so far as provided and/or maintained by the local authority the lighting equipment for all entrance halls, stairs and landings; and

(xiii) the television conduit system with the whole apparatus thereof and all fittings connected with the same;

(b) those parts of the subsidiary Buildings which are not

(i) comprised exclusively within an individual dwellinghouse or

(ii) conveyed specifically to the proprietors of some but not all of the dwellinghouses;

(c) those parts of the Curtilage (including without prejudice to the foregoing generality

(i) the drying areas and



D. BURDENS SECTION

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- (ii) the pipes, cables, conduits and others passing over, under and through the same) which are not
- (i) comprised exclusively within an individual dwellinghouse or
- (ii) conveyed specifically to the proprietors of some but not all of the dwellinghouses; and
- (d) all other parts and pertinents of the Property which are common or mutual to the proprietors of the dwellinghouses;
- (6) "Common Charges" means and includes;
- (a) the whole expense incurred from time to time in respect of the repair, maintenance and renewal of the Common Parts;
- (b) the remuneration of the Factor and the reimbursement to him of any expenses properly incurred by him in performing his duties in relation to the Property;
- (c) the premiums for the common insurance provided for in Clause 6 hereof;
- (d) any ground or parochial burdens;
- (e) any expenses properly and reasonably incurred by the Association in exercise of their rights referred to in the proviso to Clause 9 (c) hereof, and
- (f) any other expenses, however arising, in relation to the Property which in the opinion of the Factor (acting reasonably) should properly be borne by all the proprietors.
- (7) "Association" means us the said Grampian Housing Association Limited as we shall exist from time to time



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notwithstanding any change in our name, style, membership, constitution or otherwise and whether such change is effected by an amalgamation or transfer of engagements as provided for in the Industrial and Provident Societies Act 1965 (or any statutory amendment, modification or re-enactment thereof) or otherwise.

(8) "Factor" shall be the person (who may be the Association or any officer of the Association), firm or company responsible for the general management and administration of the Property appointed in accordance with the provisions of Clause 8 hereof.

(9) "Arbiter" means any arbiter appointed in accordance with Clause 10 hereof.

(10) "Cyclical Maintenance Fund" means the fund comprised of the contributions by the proprietors referred to in Clause 5(e) hereof created to defray the cost of Cyclical Maintenance of the Property (as defined in said Clause 5 (e)).

(11) Words importing the masculine shall include the feminine.

RESERVED RIGHTS OF ACCESS, ETC

2. (a) There are reserved to the Association (in the exercise of their rights referred to in the proviso to Clause 9(c) hereof) and Factor:-

(i) a right of access to the Property and any part thereof at all reasonable times for the purpose of inspection of the same and of the state of maintenance thereof;

(ii) a right of access to the Property and any part thereof and a right to occupy temporarily any part of the Property other than a dwellinghouse for operations connected with the construction, alteration, repair, maintenance and/or



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demolition of any property contiguous or in proximity to the Property provided that the Association shall be bound to make good all damage caused to the Property or any part thereof by any such operations by or on behalf of the Association;

(iii) a right of access to and use of the Property or any part thereof for the construction and installation of any electricity mains and cables, gas supply mains and water mains and supply pipes, sewage disposal pipes, drainage outlets, television or radio connections or apparatus and any other services, whether for the benefit of the Property or any other properties contiguous or in proximity to the Property, provided always that the Association shall make good or pay compensation for any damage or loss occasioned to the proprietors by any such operations carried out. The rights reserved to the Association may be exercised by their servants or tradesmen or any contractors authorised by the Association.

(b) The proprietors shall have a servitude right of using any electricity mains or cables, gas supply pipes and ducts, water supply pipes, sewage disposal pipes, drainage pipes or outlets and all other conduits and others at present laid in, over or under the Property in favour of the subjects served thereby and the proprietors thereof, and of access thereto at all reasonable times for the purpose of repairing, maintaining and renewing the same and each of the dwellinghouses is hereby burdened with the foregoing servitude rights in favour of the proprietors of all of the other dwellinghouses.

DWELLINGHOUSES

3. (a) Each proprietor shall be responsible for the repair and maintenance of his individual dwellinghouse and the fittings and fixtures therein and for the renewal, if and so far as necessary, of any part or parts thereof at his own expense. If in the opinion of the Factor it is necessary or desirable



D. BURDENS SECTION

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for the protection, appearance or general amenity of the Main Buildings that any works of repair, maintenance or renewal be carried out in or upon any individual dwellinghouse or any part or parts thereof he may serve notice upon the proprietor thereof requiring the performance of such works as are specified in the notice within such reasonable period as shall be stated by the Factor in said notice. The proprietor of such individual dwellinghouse shall be entitled within 21 days of the receipt of such notice to appeal to the Arbiter to decide whether the works specified or any of them are necessary or reasonably desirable for the purposes above mentioned and, if the Arbiter considers that such works or any of them are so necessary or desirable, to determine the period within which they shall be performed. In the event of failure by the proprietor to perform those works within the period specified in the notice or in the determination of the Arbiter, as the case may be, the Factor shall be entitled to have the said works carried out and to recover the cost thereof from the proprietor;

(b) The proprietor shall be bound to permit access at all reasonable times to and through his individual dwellinghouse to the Factor and to the other proprietors and to any tradesmen employed by him or them for the purpose of executing any repairs maintenance or renewals of the Common Parts or any part thereof or of any of the dwellinghouses;

(c) Each of the dwellinghouses shall be used and occupied in all time coming as a private dwellinghouse for the use of one family only and for no other purpose, and in particular but without prejudice to the foregoing generality

(i) no business activity shall be carried out in the dwellinghouse without the prior written consent of the Factor and



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(ii) no trade goods will be stored on the Property. The dwellinghouses shall not be sub-divided;

(d) No structural or external alterations shall be made to any of the dwellinghouses or to any part thereof except with the prior consent in writing of the Factor which consent shall not be unreasonably withheld;

(e) No radio, television, record player, musical instrument or similar device shall be played on any part of the Property in such manner as to cause annoyance or nuisance to the occupiers of the dwellinghouse;

(f) There shall not be kept in or about any of the dwellinghouses or in any other part of the Property any animal, fowl, or bird of any kind (except birds in cages inside dwellinghouses) except with the prior consent in writing of the Factor which consent shall not be unreasonably withheld;

(g) In order to preserve uniformity in the external appearance of the Main Building, no change shall be made in the colour scheme or mode of decoration or finish of the exterior of any of the dwellinghouses nor shall there be erected or affixed to nor suspended from the outside walls or windows of any of the dwellinghouses any notice, plate, sign or other device, except with the prior consent in writing of the Factor;

(h) None of the dwellinghouses shall be used for any illegal, immoral or improper purpose or for any purpose or in any such way as may in the opinion of the Factor constitute a nuisance or affect adversely the amenity of the Property.

SUBSIDIARY BUILDINGS AND CURTILAGE

4. The Subsidiary Buildings and any part of the Main Buildings which are not comprised in the dwellinghouses and the Curtilage



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shall be used in all time coming as ancillary buildings or amenity ground in connection with the dwellinghouses and for no other purpose whatsoever. Without prejudice to that generality no part of the Subsidiary Buildings or the Curtilage shall be let to any person or used for any business or trade of any kind except in as far as the same have already been let or are already in use for such purposes prior to the date hereof. No boats, caravans, trailers or commercial vehicles in excess of Eighteen hundredweight may be parked on any of the roads or parking spaces within the Curtilage and all such parking is specifically prohibited. All garden and amenity ground and plants and shrubs thereon shall be kept in a neat and tidy condition and the Factor shall be entitled to carry out any gardening and cleaning operations thereon which he considers necessary or desirable and the expense thereof shall form part of the Common Charges.

COMMON PARTS

5. (a) The Common Parts shall be the common property of all the proprietors.

(b) The Factor shall have full power and authority to instruct and have executed from time to time such works as he in his judgement shall consider necessary or desirable for the repair, maintenance or renewal of the Common Parts or any part thereof, provided always that in the case of a major work (being a work the cost of which is estimated by the Factor to exceed Ten Thousand Pounds or such greater amount as may from time to time be fixed at a meeting of the proprietors) the Factor shall convene a meeting of the proprietors (as provided for in Clause 9 hereof) and shall only instruct such major works upon being authorised so to do by a simple majority of the votes cast by the proprietors at such meeting. Notwithstanding the foregoing provisions in relation to a major work, the Factor shall be entitled forthwith to instruct and have executed such



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D. BURDENS SECTION

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work as he considers necessary for the interim protection or safety of the Property or any part thereof or of any person, pending the decision of the proprietors.

(c) The proprietors shall be liable jointly for payment as herein provided of the Common Charges in the proportion that the net floor area of each individual dwellinghouse owned by such proprietor bears to the total net floor area of all the dwellinghouses (all as detailed in Schedule 2).

(d) Each proprietor shall forthwith upon the purchase of his dwellinghouse deposit with the Factor the sum of Fifty Pounds to account of his share of Common Charges. In addition each proprietor shall pay to the Factor, within 14 days from the commencement of such period as the Factor shall determine from time to time such sum as the Factor shall specify as the contribution to the Cyclical Maintenance Fund which is referable to his individual dwellinghouse for the period in question under declaration that

(i) the Cyclical Maintenance Fund shall be held in trust for the proprietors and the Factor shall maintain and operate an appropriately designated separate interest bearing bank account specifically for the purpose of intromitting with the Cyclical Maintenance Fund and

(ii) Cyclical Maintenance shall mean planned inspections, and repairs and renewals following from those planned inspections on an annual or otherwise programmed basis (as determined by the Factor acting reasonably) and shall include redecoration of the Common Parts. The Factor shall review annually the level of payment made by the proprietors in relation to the Cyclical Maintenance Fund, and shall have full power and authority to adjust the amount payable by the proprietors (in either an upwards or downwards direction) by that percentage appropriate to the Property with reference to the Building Cost Maintenance





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Index published for that year by the Royal Institution of Chartered Surveyors or such other equivalent Index/Indices as shall from time to time be published. Contributions made by proprietors to the Cyclical Maintenance Fund shall not be refundable. The Factor shall on request issue a certificate to a proprietor detailing the balance of the Cyclical Maintenance Fund which is at that time referable to his dwellinghouse and confirming the estimated expenditure on Cyclical Maintenance prior to the next occasion upon which further contributions will be sought from the proprietors to the Cyclical Maintenance Fund.

(e) As soon as reasonably practicable after the end of each quarterly accounting period the Factor shall prepare a statement of the Common charges incurred in respect of that quarterly period and shall furnish a copy thereof to each of the proprietors. Each proprietor shall make payment to the Factor of the proportion of the Common Charges and the contribution to the Cyclical Maintenance Fund which shall be payable in respect of his dwellinghouse, and that within 14 days after receipt from the Factor of the statement of Common Charges and Cyclical Maintenance Fund payable for said period of account, and the certificate of the Factor as to any sum outstanding shall subject as aftermentioned be binding on the proprietors. Any dispute or difference as to the amount payable by a proprietor as shown in the said statement shall be determined by the Arbiter on application by the proprietor or the Factor, but the amount so shown and any arrears of payments due shall be paid by the proprietor before the matter is considered by the Arbiter and the adjustment thereof, if any, shall be made and settled within 7 days after the Arbiter's decision has been intimated to the proprietor concerned and the Factor. The Factor shall have power to sue for and recover by legal process the amount of any sum due and payable in terms of this Deed which has not been paid, together with interest thereon



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as hereinafter provided and the whole expenses judicial and/or extra judicial incurred in such recovery.

INSURANCE

6. In the event of damage or destruction of the Property or any part thereof,

(i) each proprietor shall be obliged at his own expense to restore or rebuild the same and repair the damage so far as affecting his dwellinghouse;

(ii) the proprietors shall be obliged to restore or rebuild the Property and repair the damage so far as affecting the Common Parts at the expense of all the proprietors in the proportion that the net floor area of the dwellinghouse owned by each proprietor bears to the total net floor area of all the dwellinghouses (all as detailed in said Schedule (2)), and

(iii) the proceeds of the common policy of insurance aftermentioned shall be applied so far as the same extends in the discharge or reduction of the expense so incurred in restoring, rebuilding and repairing the Property. The proprietors shall effect insurance of the Property against damage or destruction by fire and other risks normally covered by a comprehensive insurance of property for the full reinstatement value of the Property. The amount for which such insurance is effected shall be determined from time to time by the Factor but any of the proprietors, if he or they consider that such an amount is excessive or inadequate, shall be entitled to have the amount fixed by the Arbiter. The insurance shall be effected by a common policy in name of the Factor for behoof of the proprietors, or by a block policy covering the Property and also other properties for behoof of the proprietors and the proprietors of such other properties or any part thereof. Any heritable creditors having securities



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over any of the dwellinghouses or over any part or parts of such other properties shall be entitled to have the common policy or block policy endorsed for their respective rights and interest. Each of the proprietors shall be liable jointly with the other proprietors, to pay to the Factor punctually when due the annual premiums in respect of said common policy in the proportion that the net floor area of the particular dwellinghouse bears to the total net floor area of all the dwellinghouses (all as detailed in said Schedule). In the event of the actions of any proprietor giving rise to a significant increase to the premium due, that proprietor will be responsible for meeting any such additional payment. In the event of damage to or destruction of the Property or any part thereof the proceeds of a claim/claims under the said common policy shall be held in trust by the Factor and shall be used and applied at the sight of the Factor in or towards the reconstruction, rebuilding or repair of the Property. Each of the proprietors shall insure the contents of his dwellinghouse against all normal perils including burst pipes.

INTEREST ON OVERDUE PAYMENTS

7. All sums payable by the proprietors which are not paid punctually on the due date or within 14 days thereafter shall bear interest at the rate equivalent to four per centum above Bank of Scotland base lending rate from the date due until payment.

THE FACTOR

8. (a) The Association shall be the Factor unless and until a Factor other than the Association is appointed pursuant to the following provisions.



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(b) so long as the Association are proprietors of at least one of the dwellinghouses the Factor shall be appointed (and his appointment may be renewed or terminated) by the Association.

(c) if the Association ceases to be proprietors of any of the dwellinghouses the Factor shall be appointed and his appointment may be renewed or terminated by the proprietors in accordance with the provisions of Clause 9 (c) hereof.

(d) The remuneration of the Factor and the terms and conditions of his appointment shall be determined from time to time by the persons entitled to appoint him.

(e) The Factor shall be responsible for the general management and administration of the Property and, without prejudice to that generality, shall have the powers conferred on him and perform the duties imposed on him by this Deed and shall carry out any other functions assigned to him in relation to the Property by the persons entitled to appoint him.

MEETING OF PROPRIETORS

9. (a) The Factor may at any time convene a meeting of the proprietors and shall convene such a meeting upon receipt of a written request signed by any of the proprietors to be held at such reasonably convenient time and place as the Factor may determine but in any event by not later than 21 days from the date of requisition. Notice of the time and place of any such meeting shall be given in writing by the Factor to the proprietors as appearing in the Valuation Roll or the Factor's records current at the time and such notice shall be given not less than 7 days prior to the date of the meeting.

(b) At any such meeting



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(i) the proprietors may be represented by any other person as his or their mandatory appointed by written mandate to attend, vote and act on behalf of the proprietor granting the mandate,

(ii) two of the proprietors present or represented by a mandatory shall be a quorum,

(iii) the Chairman of the meeting shall be appointed by the proprietors who are present or represented by a mandatory and

(iv) all matters shall be determined, where necessary, by a simple majority of votes of the proprietors or their mandatories present and voting, one vote being exercisable in respect of each of the dwellinghouses.

(c) At any such meeting, it shall be competent by a simple majority of votes as determined in sub Clause (b) hereof

(i) to order to be executed any works of repair or maintenance and any renewals, and also any improvements of the Common Parts or any part thereof,

(ii) to make any regulations which may be considered necessary or desirable for the preservation, use, cleaning and enjoyment of the Common Parts or any part thereof, and

(iii) subject to the provisions of sub Clause (a) hereof, to appoint the Factor and determine his remuneration and the terms and conditions of his appointment and to delegate to him the whole rights and powers exercisable by the proprietors in accordance with the provisions of this Deed; provided always that so long as the Association are proprietors of any of the dwellinghouses no decision or regulations made at any such meeting shall prevent the execution of any works upon the Common Parts thereof which the Association shall consider necessary for the performance of their obligations or duties



D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

to occupiers of any part of the Property who may be tenants of the Association whether arising from the Housing (Scotland) Acts or otherwise, and the expenses of any such works shall form part of the Common Charges.

(d) Subject to the proviso to sub-clause (c) hereof all decisions and regulations made at any such meeting shall be binding upon each and all of the proprietors whether or not present in person or represented at such meeting and whether or not consenters thereto unless any of the Proprietors shall within 14 days of the making of any such decision or regulations refer the matter to the Arbiter in terms of Clause 10 hereof.

ARBITRATION

10. (a) All questions, disputes or differences which may arise between or among the Factor, the Association and the proprietors or any of them arising directly or indirectly from the provisions of this Deed or generally in relation to the Property or any part thereof shall be referred to the decision of the President of the Society of Advocates in Aberdeen for the time being as Arbiter, whom failing, by declinature or otherwise, an Arbiter to be appointed on the application of any person interested by the Sheriff Principal for the time being of Grampian, Highland and Islands or any of his Sheriffs at Aberdeen.

(b) The Arbiter may appoint an assessor and may order the execution of works and allocate the expenses of works and the costs of the reference and decern accordingly.

(c) The decision of the Arbiter shall be final and binding upon the parties and upon the proprietors.

SCHEDULE

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ENTRY  
NO

SPECIFICATION

Initial

Cyclical

Maintenance

NetFractionsFund

PropertyFloorforContribution

AddressAreaMaintenance(Per Annum)Votes

1, 2 Deer

Road,

Aberdeen75 m24.45%£1101

275 m24.45%£1101

352 m23.09%£1101

432 m21.9%£1101

552 m23.09%£1101

675 m24.45%£1101

775 m24.45%£1101

852 m23.09%£1101

932 m21.9%£1101

1052 m23.09%£1101



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## D. BURDENS SECTION

**ENTRY  
NO**

**SPECIFICATION**

1175 m24.45%£1101  
1275 m24.45%£1101  
1352 m23.09%£1101  
1432 m21.9%£1101  
1552 m23.09%£1101  
1675 m24.45%£1101  
1775 m24.45%£1101  
1852 m23.09%£1101  
1932 m21.9%£1101  
2052 m23.09%£1101  
2175 m24.45%£1101  
2275 m24.45%£1101  
2352 m23.09%£1101  
2432 m21.9%£1101  
2552 m23.09%£1101  
2675 m24.45%£1101  
2775 m24.45%£1101  
2852 m23.09%£1101

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D. BURDENS SECTION

ENTRY  
NO

SPECIFICATION

2952 m23.09%£1101

- 3 Feu Disposition by Grampian Housing Association Limited to Gordon Strachan and another and their executors (who and whose executors are referred to as "the feuars"), registered 14 Aug. 1996, of the subjects in this Title, contains the following burdens:

(ONE)

The feuars shall be liable for a one-thirty-fifth share of the cost of maintaining and repairing that part of the access roadway leading to inter alia the Development, of which the subjects in this Title form part, tinted blue on the Title Plan including that part tinted brown on the said Plan and

(TWO)

There is reserved to the proprietors of the adjoining subjects 362 Clifton Road, Aberdeen a heritable and irredeemable servitude right of access for vehicular and pedestrian purposes over that said area of ground forming part of the access roadway serving inter alia the adjoining subjects, as the same is tinted brown on the said Plan.