



# Registers Direct - Land Register: View Title ABN67309

## Search Summary

<b>Date:</b>	05/02/2010	<b>Time:</b>	14:35:24
<b>Search No.:</b>	2010-05322476	<b>User Reference:</b>	111262

### Sasine Search Sheet:

## A. PROPERTY SECTION

<b>Title Number:</b>	ABN67309	<b>Date of First Registration:</b>	03/12/2001
<b>Date Title Sheet updated to:</b>	03/10/2003	<b>Date Land Certificate updated to:</b>	03/10/2003
<b>Hectarage Code:</b>	0	<b>Interest:</b>	PROPRIETOR
<b>Map Reference:</b>	NJ9106SE		

### Description:

Subjects 37K, KING'S GATE, ABERDEEN AB15 4EL within the land edged red on the Title Plan being the first floor flat edged brown on the said Plan of the Block 37 KING'S GATE together with the parking space hatched brown on the said Plan. Together with (First) an equal share pro indiviso along with the proprietors of the nineteen other flats within the blocks of Flats of which the subjects in this Title form part, in and to (a) any common entrance and steps; (b) any common entrance doors, common entrance hall and passages, stairways, railings, landings, interior walls, windows and ceilings; (c) any common stair or passage lighting, common television aerials and relative equipment and any common security entry phone system and alarm system; (d) the solum on which the Blocks are erected; (e) the foundations, outside supporting walls, division walls, gables and roof; (f) the common sewers, common drains, soil and rainwater pipes, water, gas and other pipes, rhones and conductors, electric mains, cables, wiring and other transmitters so far as used in common by all the flatted dwellinghouses within the Blocks; and (g) all other things and rights so far as mutual or of common service to the flat in this Title and the remainder of the Flats forming the Blocks; (Second) a one-twentieth share in and to (a) those paths and the section of roadway tinted mauve on the said Plan and (b) the footpaths, amenity areas, ornamental or garden ground, paths, steps and the like, bin stores and all other areas common to all properties within the Development tinted green, hatched blue and tinted yellow on the said Plan; (Third) a right of access for pedestrian and vehicular purposes over that part of the area tinted pink on the said Plan which forms an access roadway together with a right to use for recreational and amenity purposes the remainder of the area tinted

pink on the said Plan under declaration that the whole area tinted pink on the said Plan is to remain in the ownership of Cala Management Limited. Together also with all rights contained in the Deed of Conditions in Entry 3 of the Burdens Section.

**Notes:**

1. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Disposition in Entry 1 and Deed of Conditions in Entry 3 of the Burdens Section.

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## B. PROPRIETORSHIP SECTION

**Title Number:** ABN67309

Entry Number	Date of Registration	Proprietor	Consideration	Date of Entry
1	03/10/2003	CHARLES DUNCAN RICE Principals Office, University Of Aberdeen, Kings College, Aberdeen.	£145000	19/09/2003

**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.

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## C. CHARGES SECTION

**Title Number:** ABN67309

Entry Number	Specification	Date Of Registration
1	Standard Security by said CHARLES DUNCAN RICE to LLOYDS TSB SCOTLAND plc, (incorporated in Scotland registered company number 95237), a company incorporated under the Companies Acts, Registered Office Henry Duncan House, 120 George Street, Edinburgh EH2 4LH.	03/10/2003

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## D. BURDENS SECTION

**Title Number:** ABN67309      **Number of Burdens:** 4

Entry Number	Burden Preamble
1	Feu Disposition by The City of Aberdeen Land Association Limited to John Lyall

Grant and his heirs and successors, recorded G.R.S. (Aberdeen) 8 Jun 1888, of 1 acre 1 rood 33 poles and 7.25 square yards, of which the subjects in this Title form part, contains the following burdens

- 2 Disposition by Aberdeen City Council to Cala Management Limited, registered 3 Dec. 2001, of subjects of which the subjects in this Title form part, contains the following burdens
- 3 Declaration of Conditions, registered 23 Jun. 2003, by Cala Management Limited, Proprietors of the area of ground edged red on the Title Plan (hereinafter referred to as "the said area of ground") of which the subjects in this Title form part, sets forth and declares burdens &c in the following terms
- 4 Disposition by Cala Management Limited to Kenneth Nicol Melville and his executors and assignees, registered 11 Aug. 2003, of the subjects in this Title, contains the following burdens

Entry Number	Burden Detail
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|---|--|
| 1 | <p>Feu Disposition by The City of Aberdeen Land Association Limited to John Lyall Grant and his heirs and successors, recorded G.R.S. (Aberdeen) 8 Jun 1888, of 1 acre 1 rood 33 poles and 7.25 square yards, of which the subjects in this Title form part, contains the following burdens: Reserving to us and our successors the whole mines, metals and minerals within the ground above disposed; And further declaring that the said John Lyall Grant and his foresaids shall not allow any stone quarry to be opened or wrought on the ground above disposed and they are further hereby expressly prohibited from erecting upon the said piece of ground any tannery, brewery, distillery, workshop or yard for masons, wrights, smiths, coopers, weavers or candlemakers or crackling houses, slaughter houses or soap or glue works and from carrying on upon the same any nauseous chemical operations or noxious or noisy manufacture and in general from employing the premises in any trade or business whatever which may be hurtful, nauseous or noxious to the houses and inhabitants in the neighbourhood thereof and they are also hereby expressly prohibited from erecting upon the said piece of ground or shop of any kind and from adapting or using any part of the buildings which may be erected thereon as a shop or place of sale and from selling or allowing to be sold thereon by themselves or others any goods commodities or articles whatever including wines, spirits and malt liquors without the consent in writing of us or our foresaids but which consent we shall have power to grant as respects the said feu or any part of our ground on such terms as we may think fit; Declaring that our said Disponee and his foresaids shall have no right in consequence hereof to any share of the Towns Commonities or mosses the same being wholly reserved by us; Declaring also that our said Disponee shall be bound to erect upon the said piece of ground good and substantial dwellinghouses of Rubislaw, Kemnay or Tillyfourie granite of hammer blocked ashlar work of similar quality and of the same line of front with the other houses built on Beechgrove Terrace according to a plan and elevation to be approved of by us or our agents of the value of at least Five hundred pounds Sterling each the main or front walls retired to the distance of twenty five feet from the street as to be widened and having the areas between the houses and the said street inclosed by a neat iron railing set on a granite base and the ground in front raised at least one foot above the level of the foot pavement and to maintain and support the same or to re-erect and maintain other buildings of equal quality and value thereon in the same line as the houses to be first built and the areas in front inclosed and raised in a similar manner as above mentioned in all time coming and any alteration upon or re-erection of said houses or other buildings shall always be made according to a plan and elevation to be approved of by us or our foresaids; Declaring that our</p> |
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said Disponee and his foresaids shall not be entitled to erect any other buildings of any kind on the said feu without the express consent in writing of the superior excepting stables and coach house or other offices which shall be on the back part of the ground only the ridges of which stables, coachhouse or other offices are not to exceed twenty feet in height and the position and plan with the elevation of such buildings shall be submitted to and approved of by us or our foresaids before the erections are made; And declaring also that in building of houses or dykes on the said piece of ground our said Disponee and his foresaids shall be obliged to conform to and implement such general regulations as we or our foresaids shall find it necessary to establish with regard to levels of the adjoining streets so as to preserve a proper slope for carrying off the water along said streets and our said Disponee and his foresaids shall be obliged to convey away the eavesdrop and rain water of their houses on their own ground so as not to injure or annoy the proprietors of the adjoining feus; And further declaring that the said John Lyall Grant and his foresaids shall be bound to fence and enclose the said feu on the East South and West sides with good stone and lime walls six feet high and to keep the same always sufficiently fenced and also declaring that in case of building on the East and West marches of said piece of ground our said Disponee or his foresaids if they are the first builders or on the other hand the conterminous feuar if he is or has been the first builder shall in erecting their gable walls or garden dykes be and be held to have been entitled to build the same to the extent of four and a half inches of the thickness thereof upon the adjoining ground the proprietor of which before using said gables and garden walls shall be obliged to pay to the first builder one half of the expense of building a nine inch gable or garden wall (so far as the same shall be used for a mutual gable) the latter to an extent not exceeding six feet in height according to the valuation of two men mutually chosen and the said gable or garden wall shall thenceforth become the mutual property of both feuars.

Entry Number	Burden Detail
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2	Disposition by Aberdeen City Council to Cala Management Limited, registered 3 Dec. 2001, of subjects of which the subjects in this Title form part, contains the following burdens: Declaring that where the subjects hereby disposed bound the subjects 43 King's Gate, Aberdeen which subjects are retained by us the said Aberdeen City Council, any boundary wall, fence or other but excluding the gable of the dwellinghouse 43 King's Gate shall be mutual to the proprietors on either side of the said boundary wall, fence or other and shall be maintained at mutual expense
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Entry Number	Burden Detail
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3	Declaration of Conditions, registered 23 Jun. 2003, by Cala Management Limited, Proprietors of the area of ground edged red on the Title Plan (hereinafter referred to as "the said area of ground") of which the subjects in this Title form part, sets forth and declares burdens &c in the following terms: CONSIDERING that we have erected or are about to erect on the said area of ground flatted dwellinghouses with parking areas and offices, electricity power stations and any other buildings which we may deem expedient and that we are about to execute Dispositions or other Conveyances in favour of the various purchasers, THEREFORE, we have resolved to execute these presents setting forth reservations, real burdens, conditions, provisions, limitations, obligations, stipulations and others under which we are to feu or otherwise deal with or affect the said area of ground or any part thereof (including each of the said flatted dwellinghouses, or other buildings with ground and others pertaining thereto); DECLARING THAT each of the said flatted dwellinghouses are hereinafter referred to as "the house" that the house with any
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offices, outhouses or other buildings or premises in respect of which any Disposition or other conveyance has been granted with the ground and whole common and other rights, parts and pertinents effeiring thereto, are hereinafter referred to as "the subjects" or "the dwelling" or the "property" and the party in whose favour such Disposition or Conveyance of the subjects is granted as aforesaid is with his successors, executors and assignees whomsoever, or in the case of a corporate persona is with its successors and assignees whomsoever (the singular including the plural) hereinafter referred to as "the proprietor" and that our successors and assignees whomsoever are hereinafter referred to as "our foresaids"; NOW THEREFORE, we do hereby set forth the following reservations, real burdens, conditions, provisions, limitations, obligations, stipulations and others therein videlicet:- (FIRST) There shall be reserved to us and our successors, but subject always to the terms of the Coal Act 1938 and Coal Industry Nationalisation Act, 1946, the whole coal, shale, limestone, marl, ironstone, clay, freestone, slate, marble and other stone and all other mines, metals, minerals and fossils, though not hereinbefore specially enumerated within and under the said area of ground with full power and liberty to us or our foresaids or any person authorised by us or them, but without entering on the surface of the said area of ground, 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 we or our foresaids exercising any of the said reserved rights and powers shall be bound to make payment to the proprietors of all damage which may be thereby occasioned to the surface of the said area of ground or the buildings erected or to be erected thereon as such damage shall, failing agreement, be ascertained by arbitration. (SECOND) No house or building whether of a permanent, temporary or portable nature shall be erected on the said area of ground, nor shall any addition, enlargement, alterations, rebuilding or reconstruction in whole or in part be made on any house or building on said area of ground until the plans thereof have been approved and written consent thereto given by us or our foresaids. (THIRD) The house is to be used and occupied solely as a private dwellinghouse and any ground effeiring thereto shall be used as a garden and for no other purpose whatever) and shall not be sub-divided nor occupied by more than one family at a time and the house shall not be used for the carrying on therein of any trade, business or profession or for the selling of any goods or wares of any sort whether or not such use may be deemed incidental or natural to the ordinary residential use of the house or whether any person occupying the same may have contractual right to use the same for or in connection with or arising out of any trade, business or profession notwithstanding any rule of law to the contrary; no shops or other buildings shall be erected on the said area of ground for the sale of any wines or spirits or other excisable liquors nor for the making or manufacturing of any goods for sale without the prior written consent of us or our foresaids; no board, card, plate or advertising notice of any kind shall be placed on the subjects without the written consent of us or our foresaids (apart from the usual style of "FOR SALE" signs); no power boats, marine craft, caravans, commercial vehicles or vehicles other than private motor cars, motor cycles or cycles shall be parked or stored in the open and no handicrafts shall be carried on therein without the consent of us or our foresaids nor shall anything be done on the subjects or in the house which may be deemed a nuisance or occasion disturbance to adjoining proprietors. (FOURTH) The proprietors of the subjects shall be bound to erect so far as not already erected and maintain all boundary walls, fences or hedges to the satisfaction of us or our foresaids and shall thereafter free and relieve us or our foresaids of all claims in respect of such walls or fences; no boundary walls or fences shall be added to or increased in height or altered in any way unless with the prior written consent of us or our foresaids and no further boundary, divisional or other walls or fences, trellis work or ornamental fencing or draughtboarding fencing shall be erected anywhere on the

subjects nor shall bounding walls or fences be used as a support or strengthening for such trellis work, ornamental fencing or draughtboarding fencing without the written consent of us or our foresaids. (FIFTH) Only grass, flowers, shrubs and trees shall be planted in any open spaces, amenity areas, landscaped and play areas; Trees, hedges and plants of any kind (except so far as already existing) shall not at any time without the consent of us or our foresaids exceed one metre in height; existing trees or shrubs or bushes growing on the subjects at the date of granting of the Dispositions or Conveyance by us or our foresaids shall be maintained to the satisfaction of us or our foresaids and of the Local Authority Director of Planning and shall not be cut down, topped, pruned, removed or in any way damaged except with the prior written consent of us or our foresaids and the Local Authority Director of Planning. All losses of trees and shrubs or plant stock occurring in the first five years following planting shall be replaced to the satisfaction of the Local Authority Director of Planning as often as may be necessary to ensure establishment. (SIXTH) There is hereby reserved to us and our foresaids and to the proprietors of any house on the said area of ground, a full right of access along and over all roads, pavements, footpaths and lanes, a right to lead such sewers, drains, rain water, soil, waste and water supply pipes, gas and electric mains and other transmitters through the said area of ground as we consider necessary with all necessary rights of access thereto for cleaning, maintenance or repair of the same and right to restore or renew the same in the event of damage or destruction subject only to making good all surface damage. The foregoing reservation and rights of access shall also operate in favour of the Electricity Board and other services, in particular, access for maintenance, repair et cetera to the water main and any sewers, drains, water pipes et cetera is reserved in favour of the Local Authorities Water Department and to plant is reserved in favour of British Telecommunications and to gas mains and pipes et cetera is reserved in favour of the Gas Board and to electric mains, cables et cetera is reserved in favour of the Electricity Board and to street lights et cetera is reserved in favour of the Local Authority Director of Lighting; and the proprietors are prohibited from doing any act which would materially interfere with or render more expensive the said rights of access including building, placing trees, shrubs, fences and walls over or in close proximity to the said mains, pipes, drains, cables and plant et cetera. In addition, the proprietors shall be bound, if required, to sign any Wayleave Agreement or Deed of Servitude required in connection with any of the foregoing rights. (SEVENTH) Each proprietor shall maintain his house (including any parking space) in 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 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. (EIGHTH) Each proprietor shall have the right of access to adjoining property to carry out necessary repairs and maintenance. (NINTH) It is hereby provided and declared that each proprietor shall be prohibited from using himself, selling or disposing of any parking space pertaining to his house separately there from or from using them for any purpose other than for the parking of a private car without the consent of us or our foresaids. (TENTH) The following reservations, real burdens, conditions and others will apply:- (One) The parking of motor cars, cycles or any other vehicle of any nature shall not be permitted on access ways or on any paths, borders or amenity areas, landscaped or play areas or open spaces at any time. (Two) No clothes poles or clothes lines (except with the

consent of us or our foresaids), shall be erected on any part of the said area of ground nor shall they be attached to or suspended from any window in any of the said dwellings or form any part of the exterior walls. (Three) No garbage cans or ash buckets or any other form of refuse receptacle or any other articles of any nature shall be permitted to be left or deposited otherwise than in accordance with the regulations and recommendations of the Local Authority. (Four) The proprietor, tenant or occupier of the dwelling is hereby expressly prohibited from keeping poultry, ducks, pigeons, rabbits, bees or other livestock or domestic animals which shall prove a nuisance to adjoining proprietors. We and our foresaids shall have sole discretion to determine whether or not such livestock or domestic animals constitute a nuisance. (Five) No trees or shrubs or bushes shall be cut down, loped, pruned, damaged or removed from any amenity ground, play areas, landscaped areas or open spaces unless the same have become dangerous or overgrown and only after having first received written consent from us or our foresaids and the Local Authority Director of Planning and further, the proprietors of the dwellings shall be bound to maintain in good order all hedges, shrubbery and trees. (Six) The erection of satellite dishes is prohibited except with the written consent of us and our foresaids and the Local Authority. (ELEVENTH) The decision of us after consultation with the other proprietors, so long as we shall remain the proprietors of any of the subjects, and after we have ceased to be the proprietors of any of the subjects the decision of a majority of proprietors at a meeting of proprietors at said meeting constituted as aftermentioned, as to what repairs, maintenance and decorations are from time to time necessary or advisable, and as to the extent and nature thereof, shall be final and binding upon all the proprietors. (TWELFTH) There shall be appointed a Factor who shall be Messrs F G Burnett (hereinafter referred to as "the Factor") presently having a place of business at 33 Albyn Place, Aberdeen who will be responsible for instructing and administering the common repairs and maintenance of the blocks of flats and the whole common items of the whole Development and for apportioning the cost thereof among the several proprietors in accordance with the provisions of these presents and the provisions contained in the Dispositions of the individual subjects within the Development. The said Factor shall be appointed by us at any time after completion of any of the subjects in the Development and shall remain in place for an initial period of two years from the date of sale of the last subjects in the development. Thereafter, the proprietors may at a meeting convened as aftermentioned, re-appoint the nominated factors or terminate their appointment, but in that event other management agents must in all time be appointed in their place. (THIRTEENTH) After we have ceased to be the proprietor of any of the subjects, the proprietors of any six properties shall have power to a meeting of the whole proprietors of the Development to be held at such reasonably convenient time (excepting Saturdays and Sundays and Public Holidays) and place as the conveners of said meeting may determine and of which time and place of meeting at least seven days' notice in writing shall be given by or on behalf of the conveners of the said meeting to the other proprietors, and at any meeting so convened any of the proprietors may be represented by a Mandatory appointed by written Mandate to attend, vote and act on behalf of the proprietor or proprietors granting the Mandate. At the initial meeting, the proprietors shall form a Residents Association and arrange further meetings of the proprietors. The proprietor or proprietors of any eight properties or the Mandatory or Mandatories of such proprietor or proprietors shall be quorum and the proprietors present or their Mandatories shall be entitled to one vote for each property owned by him or his principal; Declaring that in the event of any of the properties being owned by two or more persons, only one of such owners shall be entitled to vote and in no case more than one vote be allowed in respect of a single property; And it shall be competent at any such meeting by a majority of the votes of those present, computed as aforesaid:- (Primo) to order to be executed any common or mutual operations, maintenance and repairs, decoration

et cetera to the said common property or any parts common or mutual to the several dwellinghouses; (Secundo) to make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, cleaning, use or enjoyment of the said common property: (Tertio) to delegate to the Factor appointed as aforesaid, full right, power and authority to take charge of all matters pertaining to the maintenance and preservation of the common property, both internal and external, and the employment of labour thereanent, as if said right, power and authority could be exercised by a majority vote at such a meeting: (Quarto) to instruct the employment by the Factor of a gardener or gardeners and others staff as required for the maintenance and preservation of the common property: DECLARING THAT said Factor shall unless otherwise determined by a meeting of proprietors, be entitled during the continuance of his appointment, to exercise the whole rights and powers which may competently be exercised at or by a meeting of proprietors and others convened as aforesaid; DECLARING THAT all expenses and charges incurred for any work undertaken or services performed in terms or in furtherance of the provisions herein contained and the remuneration of the Factor shall be payable by the proprietors of the said subjects whether consenters thereto or not in the proportions as hereinbefore detailed and/or as detailed in the Dispositions of the individual properties in the same way as if their consent had been obtained, and, in the event of non-payment within one calendar month, the Factor shall be entitled to sue for recovery of the same in his own name, together with all expenses incurred by him. In the event of the Factor being unable to recover payment of common charges from any of the proprietors, then the outstanding charges shall be the responsibility of (a) the remaining proprietors within the block, on a pro rata basis, of which the subjects form part as they relate to property common to flats within blocks and (b) the remaining proprietors of the whole Development as they relate to property common to all proprietors within the whole Development. (FOURTEENTH) In order to enable the Factor to make payment of the various charges, each flatted property shall be burdened with a payment by way of Float, payable on entry in a sum as may be determined, by the Factor. This sum will be paid to the Factor appointed as aforesaid. DECLARING THAT the Factor shall, periodically throughout the year, make available to a meeting of proprietors convened as aforesaid a full statement of account (in arrears) of his intromissions validly vouched and failing such request shall make such statement and vouchers available in his place of business to any proprietor wishing to have sight thereof or to his appointed agent. (FIFTEENTH) THERE IS EXPRESSLY reserved to us and our foresaids 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 us or our foresaids so doing the proprietor shall have no right or title to object thereto and shall have no claim in respect thereof and any such alteration or modification in respect of any one or more of the subjects shall not imply any similar alteration or modification in respect of any other subjects; FURTHER there is hereby retained to us and our foresaids the right to make whatever alterations or deviations as we consider proper upon any of the development or feuing plans of the said subjects or even to depart entirely therefrom and we expressly reserve to us and our foresaids the right to dispose of any part of the said subjects for such purpose as we may think fit or to alter or modify in whole or in part the foregoing conditions and in the event of our or their doing so no proprietor shall have any right or title to object thereto and shall have no claim in respect thereof. All which reservations, burdens, conditions, provisions, declarations and others before written or referred to are hereby created real liens, burdens and servitudes upon and affecting said subjects and are declared to confer upon all proprietors of flatted dwellinghouses within the said Development are or ground express right, title and interest jus quaesitum tertio to enforce performance of same against all proprietors or any one of them. Note:



The foregoing Deed of Conditions contains a declaration that Section 17 of the Land Registration (Scotland) Act 1979 is not to apply. The conditions therein have been made real in respect of the subjects in this Title by being imported by reference in a subsequent deed.

**Entry  
Number****Burden Detail**

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Disposition by Cala Management Limited to Kenneth Nicol Melville and his executors and assignees, registered 11 Aug. 2003, of the subjects in this Title, contains the following burdens: (a) our said disponent and his foresaids shall be responsible for a one-twentieth share of the cost of repairing and maintaining, upkeep and renewal of the foundations, outside supporting walls, division walls, gables and roof, common entrances and steps (if any), common entrance doors, common entrance halls and passages, stairways, railings, landings, interior walls, windows, ceilings, television aerial and equipment (if applicable), any common lighting, security entry phone systems, alarm systems, and all other things so far as they are mutual or are of common service to the flat hereby disposed and the remainder of the flats in the Development known as 37 Kings Gate, aforesaid; (b) our said disponent and his foresaids shall be responsible for a one-twentieth share of the cost of maintenance and upkeep of the section of roads, footpaths, bin stores, amenity areas, ornamental or garden ground, outdoor lighting, gates, paths, steps and the like including boundary walls (so far as we have right thereto) and other enclosures and all other common areas tinted mauve, tinted green, hatched blue and tinted yellow on the Title Plan; (c) our said disponent and his foresaids shall be prohibited from using, selling or disposing of the parking area pertaining to the subjects hereby disposed, separately therefrom or from using it for any purpose other than for the parking of a private car, without the consent of us or our foresaids; (d) our said disponent and his foresaids shall be bound to give free access to and egress from the roof of the blocks of which the subjects hereby disposed form part, by the passage, landings, stairways and hatchway (if any) leading to the roof for the purpose of cleaning and repairing the roof and gutters and for all other necessary purposes on said roof and also access to the subjects hereby disposed at all reasonable times to allow all and every repair necessary for the comfortable enjoyment of the flats in the block of flats of which the subjects hereby disposed form part, which are owned by other proprietors; (e) the external painting of the blocks of flats of which the subjects hereby disposed form part shall be maintained in a uniform colour and no proprietor shall be allowed to paint any external woodwork, metalwork or outside wall of his flat a different shade or colour to the remainder of the blocks; (f) our said disponent and his foresaids shall, along with the proprietors of all the other flatted dwellinghouses within the said Development, be bound to concur in keeping all the flats in the said Blocks constantly insured against loss by fire and other risks normally insured against, under a common Household Policy (the said Policy to cover all the Blocks) with an established Insurance Company for the full replacement value (increased by 15% to cover Architects' and Surveyors Fees) as assessed by us in the first place and thereafter by a majority of the proprietors from time to time; The Policy to include all necessary cover including damage and public liability; Which insurance shall be in the name of the Factor for behoof of all the proprietors and the holders of securities for their respective rights and interests; Said Policy to be taken out and held by the Factor appointed as aforesaid; And the proprietors of all the flats shall be bound to pay to the Factor the proportion of the annual premium necessary for keeping such insurance in force attributable to them; And in the event of said subjects 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, re-instating or repairing 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 cause within two years from the date of destruction or damage; (g) our said disponent and his foresaids shall be responsible for a one-twentieth share of the cost of maintenance and upkeep of the area tinted pink on the said Plan on the understanding that if and when part or all of the said area tinted pink is used for access and or amenity/recreational purposes in connection with future development on ground to the west, then in that event our said disponent and his foresaids shall be responsible for an equitable share of the cost of maintenance and upkeep of that part or parts of the area tinted pink on the said Plan so used, along with the proprietors of all the other flats within the Blocks of our Development and also the proprietors of the properties constructed in future on subjects lying to the west of the current development; (h) in that we the said Cala Management Limited intend to retain ownership of the area tinted pink on the said Plan, we reserve the right to grant rights of pedestrian and vehicular access in favour of all properties constructed in the future on subjects lying to the west of the current Development; and (i) there is reserved in favour of us the said Cala Management Limited and anyone to whom we may dispose the neighbouring subjects lying generally to the west of the current Development, the following rights, which reserved rights affect the area tinted pink, the areas edged and lettered A, B, C, D and E in mauve, the areas hatched blue and the bin store area tinted yellow all on the said Plan, a right of vehicular and pedestrian access to include construction traffic together with all necessary servitude rights of access, wayleave and the like to allow us the said Cala Management Limited and our assignees or disponents to install service media and to connect into and use any mains services for water, drainage, sewage, gas, telephones, electricity and the like as may be required for the purposes of serving any Development of adjacent subjects to the west of the current Development and thereafter for maintenance, repair and renewal of the same and generally all rights over said areas as are necessary and required to facilitate and complete construction works on the subjects to the west; under declaration that we the said Cala Management Limited and our foresaids will be responsible for all damage caused as a result of the exercise of the foregoing rights.

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LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

3516  
4/4/2006

TITLE NUMBER

**ABN67309**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

70m

NJ9106SE NJ9206SW

Survey Scale

1/1250

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