



Title Information: ROS15937

Search summary

Date/Time of search	07 Aug 2026 11:14:45
Transaction numbers	SCO-27877359
User reference	29375573

Section A
Property

ROS15937

Date of first registration	20 Mar 2014
Date title sheet updated to	20 Mar 2014
Hectarage Code	0
Interest	PROPRIETOR
Map Reference	NH6968
Title Number	ROS15937
Cadastral Unit	ROS15937
Sasine Search	32447
Property address	5 REID ROAD, INVERGORDON IV180QF
Description	Subjects 5 REID ROAD, INVERGORDON IV18 0QF edged red on the Title Plan.

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Section B
Proprietorship

ROS15937

JAMES FRASER and CELIA MARGARET MACKENZIE FRASER spouses, Knockanrioch, Knockando, Aberlour, AB38 7SG equally between them and the survivor of them.

Entry number	1
Date of registration	20 Mar 2014
Date of Entry	17 Mar 2014
Consideration	£72,000
Notes	1. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, of spouses of persons who were formerly entitled to the said subjects. 2. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Civil Partnership Act 2004, of partners of persons who were formerly entitled to the said subjects.

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Section C
Securities

ROS15937

There are no entries.

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Section D

Burdens

Number of Burdens: 3

Burden 1 Preamble

Disposition by Trustees of Roderick Kilgour MacKenzie to Provost, Magistrates and Councillors of Burgh of Invergordon, recorded G.R.S. (Ross and Cromarty) 17 Feb. 1958, of 33.090 acres of ground, of which the subjects in this Title form part, contains the following burden:

Burden 2 Preamble

Deed of Conditions, recorded G.R.S. (Ross and Cromarty) 19 Aug. 1987, by Albyn Housing Society Limited, proprietors of (I) 16.715 acres of ground and (II) 15.36 acres of ground (under exceptions), contains burdens &c. which affect the subjects in this Title in the following terms, viz.:

Burden 3 Preamble

Feu Disposition by Albyn Housing Society Limited (hereinafter referred to as "the superiors") to Patricia Audrey Walker hereinafter referred to as "the feuar", recorded G.R.S. (Ross and Cromarty) 5 Jun. 2002, of the subjects in this Title (hereinafter referred to as "the feu"), contains the following burdens:

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Full Burdens

Burden 1

Disposition by Trustees of Roderick Kilgour MacKenzie to Provost, Magistrates and Councillors of Burgh of Invergordon, recorded G.R.S. (Ross and Cromarty) 17 Feb. 1958, of 33.090 acres of ground, of which the subjects in this Title form part, contains the following burden:

Our disponees and their successors shall fence in the subjects hereby disposed with a fence of sufficient construction and design to prevent children and others climbing through it to trespass on the adjoining arable and grazing land and our said disponees and their successors shall be obliged to maintain the fence in good order in all time coming at their sole expense.

Burden 2

Deed of Conditions, recorded G.R.S. (Ross and Cromarty) 19 Aug. 1987, by Albyn Housing Society Limited, proprietors of (I) 16.715 acres of ground and (II) 15.36 acres of ground (under exceptions), contains burdens &c. which affect the subjects in this Title in the following terms, viz.:

WHEREAS we are the heritable proprietors of the Development (as defined in Clause I hereof) AND WHEREAS we are about to sell or otherwise deal with the individual dwellinghouses and flatted dwellinghouses comprised in the Development and it is desirable to set out in writing the conditions, real burdens and others under which the said dwellinghouses, 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 dwellinghouses, flatted dwellinghouses and other which may for the time being be unsold, THEREFORE we hereby set forth the following real burdens, conditions and others which shall apply to the Development (as hereinafter defined) and to the said dwellinghouses, flatted dwellinghouses

and others and to each of them (the said dwellinghouses, flatted dwellinghouses and others being hereinafter referred to together as "the dwellinghouses" or "the flatted dwellinghouses" and individually as a "dwellinghouse" or a "flatted dwellinghouse" as the context permits) videlicet;-

DEFINITIONS

1. In this Deed-

(1) "Development" means the said I and II subjects (under exceptions).

(2) "Block of flats" or "Blocks of flats" means a block or blocks of flats situated on the Development and comprised of flatted dwellinghouses.

(3) "Subsidiary Buildings" means all buildings comprised in the Development other than blocks of flats and dwellinghouses.

(4) "Curtilage" means those parts of the Development, other than amenity ground (as hereinafter defined) which form the areas of garden and other ground pertaining to a block or blocks of flats together with all access roads and paths, parking spaces, walls, fences, hedges and all growing plants and shrubs on the said areas of ground but in the case of any such walls, fences or hedges which are mutual to the extent only of one-half thereof.

(5) "Common Parts" means the whole parts of the Development which are used by or serve more than one of the flatted dwellinghouses excepting amenity areas and parts which are specifically conveyed to a proprietor or to the proprietors of some, but not all, of the flatted 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) in the case of flatted dwellinghouses, the following parts of the block of flats, videlicet;-

(i) the solum and foundations;

(ii) the outside walls and cladding thereof, the window frames and window glass comprised in the main building (save for the glass in the windows of the flatted dwellinghouses);

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

(iv) the main timber joists, wall plates and joist supports;

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

(vi) all apartments or areas used for storage or administration except in so far as comprised within the flatted 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 within any individual flatted dwellinghouses, 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 flatted dwellinghouse;

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

- (x) the fire fighting equipment including dry and wet risers and smoke check doors;
 - (xi) the main gas supply pipes and branch pipes and duct ventilation for gas supply except in so far as such branch pipes or duct ventilation are situated within and serve any individual flatted dwellinghouse;
 - (xii) the rain water conductors, foul water conductors, drainage traps and manholes;
 - (xiii) except in so far as provided and/or maintained by the local authority the lighting equipment for all entrance halls, stairs and landings; and
 - (xiv) the television conduit system (if any) and 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 flatted dwellinghouse or
 - (ii) conveyed specifically to the proprietors of some but not all of the flatted dwellinghouses.
- (c) those parts of the Curtilage (including without prejudice to the foregoing generality
- (i) the drying area and all hooks and eyes relative thereto and
 - (ii) the pipes, cables, conduits and others passing over, under and through the same) which are not
 - (i) comprised exclusively within an individual flatted dwellinghouse or
 - (ii) conveyed specifically to the proprietors of some but not all of the flatted dwellinghouses and
- (d) all other parts and pertinents of each block of flats which are common or mutual to the proprietors of the flatted dwellinghouses within that block of flats;
- (6) "Common Charges" means and includes;
- (a) the whole expense incurred from time to time in respect of the repair, maintenance and renewal and any authorised improvement 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 blocks of flats within the Development;
 - (c) the premiums for the common insurance provided for in Clause 4 hereof;
 - (d) any ground or parochial burdens;
 - (e) any expenses properly and reasonably incurred by the Society in the exercise of their rights referred to in the proviso to Clause 4 (h) (iii) hereof and
 - (f) any other expenses, however arising in relation to the blocks of flats within the Development which in the opinion of the Factor (acting reasonably) should properly be borne by all the proprietors of flatted dwellinghouses.
- (7) "Society" means us the said Albyn Housing Society Limited as we shall exist from time to time 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 and their successors as superiors of the Development.

(8) "Factor" shall be the person (who may be the Society or an officer of the Society), firm or company responsible for the general management and administration of the Development appointed in accordance with the provisions of Clause 4 hereof.

(9) "Arbiter" means any Arbiter appointed in accordance with Clause 5 hereof.

(10) "Cyclical Maintenance Fund" means the fund comprised of the contributions by the proprietors referred to in Clause 4 (d) (v) hereof created to defray the cost of Cyclical Maintenance of each block of flats within the Development (as defined in the said Clause 4 (d) (v)).

(11) "Amenity areas" means all areas of cultivated, grassed, landscaped or recreational ground within the Development (including play areas and areas reserved for sport and other activities) which are provided for the benefit of all residents of the Development.

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

CONDITIONS RELATING TO DWELLINGHOUSES AND FLATTED DWELLINGHOUSES

2. (a) Each of the dwellinghouses and flatted 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 on in the dwellinghouses or flatted dwellinghouses without the prior written consent of the Society and

(ii) no trade goods will be stored therein. The dwellinghouses and flatted dwellinghouses shall not be subdivided.

(b) No structural or external alterations shall be made to any of the dwellinghouses or flatted dwellinghouses or to any part thereof except with the prior consent in writing of the Society which consent shall not be unreasonably withheld.

(c) No radio, television, record player, musical instrument or similar device shall be played on any part of the Development in such manner as to cause annoyance or nuisance to the occupiers of the dwellinghouses or flatted dwellinghouses.

(d) There shall not be kept in or about any of the dwellinghouses or flatted dwellinghouses or in any other part of the Development without the prior written consent of the Society, any animal, fowl or bird of any kind other than

(i) domestic pets (and in the case of dogs and cats only one dog or cat per dwellinghouse or flatted dwellinghouse shall be permitted) and

(ii) birds in cages inside the dwellinghouses or flatted dwellinghouses.

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

(f) The proprietor shall not do or permit to be done in the dwellinghouses or flatted dwellinghouses or any part thereof anything which may be deemed a nuisance or may occasion disturbance or annoyance to the neighbouring proprietors or tenants of the adjoining subjects or may injure the amenity of the Development and the Society shall be the sole judge of what constitutes a nuisance, disturbance, annoyance or injury to the amenity.

(g) No notice, plate, sign or other device shall be erected or affixed to nor suspended from the outside walls or windows of any of the dwellinghouses or flatted dwellinghouses except with the prior written consent of the Society.

(h) Each proprietor shall be obliged to pay a proportionate share along with other proprietors in the Development of the cost of maintaining amenity areas serving the dwellinghouses and flatted dwellinghouses within the Development by means of an annual service charge subject to review periodically to cover the actual cost of maintaining the amenity areas and shared equally between all tenants and of the Society as proprietors in accordance with Section 4 (1) of The Housing (Scotland) Act 1980.

(i) 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 blocks of flats, subsidiary buildings or dwellinghouses 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 and flatted dwellinghouses is hereby burdened with the foregoing servitude rights in favour of the proprietors of all of the other dwellinghouses and flatted dwellinghouses.

CONDITIONS RELATING TO 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 and that to the satisfaction of the Society.

(b) Each proprietor shall keep his dwellinghouse at all times fully insured for its full re-instatement value against all normal risks including fire, storm and tempest and the proprietor is taken bound at any time to exhibit to the Society, if so required by them, a receipt for the insurance premium then current within fourteen days of a written request for exhibition of the same being made by the Society.

(c) In the event of a dwellinghouse being destroyed or damaged, the proprietor thereof shall be taken bound to rebuild or restore the same to a similar size and value with like materials, plans for the rebuilding or repair thereof being submitted to the Society for approval prior to the commencement of rebuilding or repair works and such rebuilding or repairs shall be completed within one year of the said destruction or damage.

(d) Where garage or parking space is provided on ground effeiring to a dwellinghouse, any car owned by the proprietor or member of his family shall be parked within the garage or parking space and any other car owned by the proprietor or member of the proprietor's family shall be parked behind the building line and repairs to vehicles shall be carried out in such garage or parking space; no commercial vehicles shall be parked within the garden of the dwellinghouse or within any parking area within the Development, not being a parking area reserved for such commercial use.

(e) The proprietors shall not place or erect or allow to be placed on the ground effeiring to a dwellinghouse or any part thereof without the prior written consent of the Society any caravan, house upon wheels, hut, shed, fowl house or any other erection.

(f) There are reserved to the Society and all parties deriving right from them all water pipes and mains, drainage pipes and sewers, gas pipes and other services in, on, under, through or over a dwellinghouse and garden ground effeiring thereto with right of access for maintenance, repair or renewal on payment of any damage caused.

(g) There shall be granted in favour of each proprietor of a dwellinghouse a heritable and irredeemable servitude right of access over those parts of the Development adjoining his property for the purpose of maintenance, repair and renewal of his property subject to payment to the adjoining proprietor for any loss or damage caused by the exercise of this right.

CONDITIONS RELATING TO FLATTED DWELLINGHOUSES

4. (a) (i) Each proprietor shall be responsible for the repair and maintenance of his individual flatted dwellinghouse and the fittings and fixtures thereon 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 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 flatted 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 flatted dwellinghouse shall be entitled within twenty-one 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.

(ii) The proprietor shall be bound to permit access at all reasonable times to and through his individual flatted 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 of any of the flatted dwellinghouses.

(b) In order to preserve uniformity in the external appearance of the block of flats, no change shall be made in the colour scheme or mode of decoration or finish of the exterior of any of the flatted dwellinghouses.

(c) There are reserved to the Society (in the exercise of their rights referred to in the proviso to Clause 4 (h) (iii) hereof) and the Factor;-

RESERVED RIGHT OF ACCESS ETC

(i) a right of access to the blocks of flats and subsidiary buildings 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 blocks of flats and subsidiary buildings and any part thereof and a right to occupy temporarily any part of the block of flats other than a flatted dwellinghouse for operations connected with the construction, alteration, repair, maintenance and/or demolition of any adjacent property providing that the Society shall be bound to make good all damage caused to the block of flats and subsidiary buildings or any part thereof by such operations by or on behalf of the Society;

(iii) a right of access to and use of the blocks of flats and subsidiary buildings 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 blocks of flats or any other properties contiguous or in proximity to the blocks of flats, providing always that the Society 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 Society may be exercised by their servants or tradesmen or any contractors authorised by the Society.

Common Parts

(d) (i) The Common Parts shall be the common property of all the proprietors of the flatted dwellinghouses.

(ii) 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 Two 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 4 (h) 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 work as he considers necessary for the interim protection or safety of any building or any part thereof or of any person, pending the decision of the said proprietors,

(iii) The Factor shall be empowered to establish a rotation for the cleaning of the Common Parts (specifically the common entrance close and stairways) and in the event of any failure by any of the said proprietors to instruct or pay for the cleaning to instruct such cleaning to be carried out and to recover the cost thereof from such proprietor or proprietors.

(iv) The proprietors of flatted dwellinghouses shall be liable, jointly for payment as herein provided of the Common Charges for each block of flats in the proportion that the net floor area of each individual flatted dwellinghouse owned by such proprietor bears to the total net floor area of all of the flatted dwellinghouses within that block of flats.

(v) Each proprietor shall forthwith upon the purchase of his flatted dwellinghouse deposit with the Factor the sum of One hundred pounds or such sum as may be the current charge made by the Factor 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 for the block of flats of which his flatted dwellinghouse forms part under declaration that

(i) the Cyclical Maintenance Fund for each block of flats shall be held in trust for the proprietors of flatted dwellinghouses within that block of flats 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 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 of a flatted dwellinghouse detailing the balance of the Cyclical Maintenance Fund which is at that time referable to his flatted 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.

(vi) As soon as reasonably practicable after the end of each annual accounting period the Factor shall prepare a statement of the Common Charges incurred in respect of that annual period for each block of flats and shall furnish a copy thereof to each of the proprietors of flatted dwellinghouses within that block of flats. 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 flatted 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 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 as hereinafter provided and the whole expenses judicial and/or extra judicial incurred in such recovery.

Insurance

(e) In the event of damage to or destruction of a block of flats 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 flatted dwellinghouse

(ii) the proprietors of the flatted dwellinghouses therein shall be obliged to restore or rebuild the block of flats and repair the damage so far as affecting the Common Parts at the expense of the said proprietors in the proportion that the net floor area of the flatted dwellinghouse owned by each proprietor bears to the total net floor area of all of the flatted dwellinghouses, in the relevant block of flats 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 block of flats. The proprietors of flatted dwellinghouses shall effect insurance of the blocks of flats against damage or destruction by fire and other risks normally covered by a comprehensive insurance of property for the full reinstatement value of the blocks of flats. The amount for which such insurance is effected shall be determined from time to time by the Factor but any of the proprietors of flatted dwellinghouses, 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 block or blocks of flats. Any heritable creditors having securities over any of the flatted dwellinghouses 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 flatted dwellinghouse bears to the total net floor area of the block of flats of which the flatted dwellinghouse forms part. 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 block or blocks of flats 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 block or blocks of flats. Each of the proprietors shall insure the contents of his flatted dwellinghouse against all normal perils including burst pipes.

Interest overdue payments

(f) All sums payable by the proprietors of flatted dwellinghouses which are not paid punctually on the due date or within 14 days or 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

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

(ii) So long as the Society are proprietors of at least one of the flatted dwellinghouses the Factor shall be appointed (and his appointment may be renewed or terminated) by the Society.

(iii) If the Society 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 accordance with the provisions of Sub-clause (h) (iii) hereof.

(iv) 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.

(v) The Factor shall be responsible for the general management administration of the blocks of flats 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 blocks of flats by the persons entitled to appoint him.

Meetings of Proprietors

(h) (i) The Factor may at any time convene a meeting of the proprietors of the flatted dwellinghouses in any block of flats and shall convene a meeting, upon receipt of a written request signed by any of the said 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.

(ii) At any such meeting

(i) the said 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 proprietors 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 flatted dwellinghouses.

(iii) At any such meeting, it shall be competent by a simple majority of votes as determined in sub-clause (h) (ii) hereof

(One) 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,

(Two) 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

(Three) subject to the provisions of sub-clause (g) 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 Society are proprietors of any of the flatted dwellinghouses no decision or regulations made at any such meeting shall prevent the execution of any works upon the Common Parts thereof which the Society shall consider necessary for the performance of their obligations or duties to occupiers of any part of the Development who may be tenants of the Society whether arising from the Housing (Scotland) Acts or otherwise and the expenses of any such works shall form part of the Common Charges.

(iv) Subject to the proviso to sub-clause (h) (iii) hereof all decisions and regulations made at any such meeting shall be binding upon each and all of the said proprietors whether or not present in person or represented at such meeting and whether or not consenters thereto unless any of the said Proprietors shall, within 14 days of the making of any such decision or regulations, refer the matter to the Arbiter in terms of Clause 5 hereof.

ARBITRATION

5. (a) All questions, disputes or differences which may arise between or among the Factor, the Society and the proprietors of any dwellinghouses or flatted dwellinghouses or any of them arising directly or indirectly from the provisions of this Deed or generally in relation to the Development or any part thereof shall be referred to the decision of an Arbiter to be appointed on the application of any person interested by the Sheriff of Grampian Highland and Islands at Inverness.

(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.

REAL BURDENS

6. The whole conditions, provisions, obligations, stipulations, declarations, servitudes and others contained in this Deed are hereby created real burdens and conditions affecting the Development and any part thereof and shall be binding upon the proprietors in all time coming.

Burden 3

Feu Disposition by Albyn Housing Society Limited (hereinafter referred to as "the superiors") to Patricia Audrey Walker hereinafter referred to as "the feuar"), recorded G.R.S. (Ross and Cromarty) 5 Jun. 2002, of the subjects

in this Title (hereinafter referred to as "the feu"), contains the following burdens:

Any walls or fences bounding a public road or footpath shall be maintained by the feuar; All other walls and fences shall be maintained at the joint expense of the feuar and the neighbouring proprietors.

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