



18 February 2022

Woodilee Residents Association

By email to: woodileeresidents@gmail.com

Our Ref: GHU/LMO/RESI/2/237

Your Ref:

Direct e-mail: lmo@bto.co.uk

Dear Sirs

**Residential Management Group Ltd (our client)
Woodilee Village Proprietors Association
Termination of Appointment of Factor**

We refer to your email to our client of 28 January 2022, in which you advise that the Woodilee Residents Association wishes to terminate the appointment of our client as factor of your development. We note from the email that a Mr Ewan Miller states that he has been appointed as Chair of the Woodilee Residents Association.

We have been instructed by our client communicate with the Woodilee Residents Association to ensure, if necessary, proper termination of our client's position as factor and handover of its duties to any succeeding person or firm.

We refer to the governing Deed of Servitudes and Conditions ("the Deed") registered 12 May 2011 between Persimmon Homes Limited, Cala Management Limited, Miller Group Limited and Redrow Homes Limited, and to our client's Written Statement of Services.

The Title Deeds

Under Clause 6.6 of the Deed, the conditions contained therein took effect on the date that the relevant disposition was registered in the Land Register of Scotland for each respective plot. The Deed is therefore binding on each plot owner in the development.

Further, under Clause 2 of the Deed the Woodilee Village Proprietors Association was formed when the last plot on the development was constructed.

In accordance with the title deeds, a meeting may be convened at any time by any member of the Woodilee Village Proprietors Association at such time and place as is reasonably convenient, provided that seven days notice of the said meeting is provided in writing to every plot owner. The quorum of the meeting is 20% and if the meeting is quorate the plot proprietors present may vote in favour to appoint a qualified firm to perform maintenance and management of the subjects owned in common (Clause 2, Fourth).

48 St. Vincent Street Glasgow G2 5HS

T: +44 (0)141 221 8012

DX GW96

One Edinburgh Quay 133 Fountainbridge Edinburgh EH3 9QG

T: +44 (0)131 222 2939

DX ED77

77-81 Sinclair Street Helensburgh G84 8TG

T: +44 (0)1436 671 221

DX 500751

BTO is an independent Scottish law firm regulated by the Law Society of Scotland. A full list of members is open to inspection at the registered office.

BTO is the trading name of BTO Solicitors LLP, a limited liability partnership registered in Scotland (registered number SO305583) whose registered office is at 48 St Vincent Street, Glasgow G2 5HS.

It is not clear from your email of 28 January 2022 that the procedure you have followed in your apparent termination of our client's position as factor of the development is conform to the title deeds and we are instructed to ensure this is the case.

Request for information

In order to allow us to review the suggested termination of our client in accordance with the title deeds could you please confirm:

1. Your position as association with reference to the title deeds. We note you describe yourself as the "Woodilee Residents Association" and would appreciate your confirmation if this is in reference to the Woodilee Village Proprietors Association created in accordance with the title deeds.
2. The steps you took to notify every plot owner of the meeting. Specifically, please confirm how you ensured that every owner had knowledge of the meeting. We understand that a number of properties are rented, and we cannot presume that every plot owner uses social media.
3. The length notice given to each plot owner of the meeting.
4. The date, time and place of the meeting, and how the votes at the said meeting were counted. We note you have kept a record of the returned voting papers which (while our client reserves its right to do so) we do not request sight of. However, we would appreciate confirmation of the number of plot owners present and the number of votes in favour of appointing the factor.
5. The specific vote undertaken at the meeting. It appears from your email that at the meeting it was agreed to appoint a new factor. You will note from the title deeds as described above that at the meeting which has been notified to each owner a vote should be undertaken in favour of a specific person or firm.

Legal Costs

Please be advised that our client reserves its rights under Clause 2 (Sixth) during the continuance of its appointment to recover its expenses and charges incurred for any work done or undertaken or services performed in terms of or in furtherance of the provisions of that clause or otherwise, which shall include the services provided by us in ensuring the appointment of a new factor is conform to the title deeds.

Our client acknowledges the development's right to appoint a new factor if done in accordance with the title deeds, and simply wishes to confirm that the process is conform to the title deeds so that it can assist in any necessary handover exercises.

If you have any questions as to your legal rights, we recommend that you seek independent legal advice.

This letter is written entirely without prejudice to and under reservation of our clients' rights and pleas and neither the letter (nor any copy of it) nor its contents may be produced, exhibited, referred to or founded upon in any court action or in any other proceedings except (a) with our express written consent or (b) at our clients' instance.

Yours sincerely



Grant M. Hunter
Partner

For and on behalf of BTO Solicitors LLP

48 St. Vincent Street Glasgow G2 5HS

One Edinburgh Quay 133 Fountainbridge Edinburgh EH3 9QG

77-81 Sinclair Street Helensburgh G84 8TG

T: +44 (0)141 221 8012

T: +44 (0)131 222 2939

T: +44 (0)1436 671 221

DX GW96

DX ED77

DX 500751