

PLATINUM POINT OWNERS' ASSOCIATION

CONSTITUTION

Title & Formation

The Association, having been formed and known as the **Platinum Point Owners' Association ("PPOA")**, shall be governed by this Constitution.

Membership

All proprietors in the Platinum Point Development ("Owners") shall be members of the PPOA unless, in the case of any proprietor, notice shall have been given to the PPOA that he/she does not wish to be a member of the PPOA. Any such notice may be revoked at any time.

Aims of the Association

The PPOA has the following aims:

- (1) to represent the interests of all Owners;
- (2) to make recommendation, from time to time, to Owners for approval to appoint a Factor for the Platinum Point Development, including recommendation of the term and conditions attaching to any such appointment; and, subject to such approval being granted, to enter into contract with the Factor on behalf of Owners; further, to acquire and hold title to any property of a communal nature within the Platinum Point Development, including the Concierge's Apartment known as and forming 6/4 Western Harbour Place to be made available to the Factor on behalf of Owners for the occupation and use of the Concierge;
- (3) to oversee the performance by the Factor of his duties and responsibilities under the contract for factoring services and to report to Owners thereon;
- (4) to provide guidance to and, wherever possible, assist the Factor in the discharge of his duties and responsibilities;
- (5) to have regard to, and seek to promote, the amenity afforded to Owners within the Platinum Point Development; and, to that end, to engage with the City of Edinburgh Council and others in the local community; and
- (6) to promote a sense of community within the Platinum Point Development.

Meetings of the Association

There shall be held every year an annual general meeting ("AGM") of members of the PPOA. In addition, the Committee (if it thinks fit) or a minimum of 10% of all Owners may, at any time, convene a general meeting of members of the PPOA.

Any such meeting shall be convened by not less than fourteen days' notice in writing given to all members of the PPOA and shall be held at such reasonably convenient time (excluding Saturdays, Sundays and Public Holidays) and place as the convenors of the said meeting may determine. Such

notice shall contain a full agenda of matters to be discussed, provided that all such matters shall be within the aims of the PPOA.

At any meeting so convened, it shall be competent for any member of the PPOA to appoint a proxy, mandated on behalf of the person making the appointment, to represent him/her at the meeting and to vote on his/her behalf. A form of proxy appointing the Chairman of the meeting or any other person, provided that the person so appointed must also be a member of the PPOA, shall be duly signed and dated by the person making the appointment. Where an Owner is a corporate body, an appointment may be made of a corporate representative to attend and vote at the meeting.

Voting at any general meeting shall be conducted on the basis of one vote per flat within the Platinum Point Development and shall be decided upon a simple majority of votes cast (and, for the avoidance of doubt, a vote withheld shall not count as a vote cast) by members of the PPOA present in person or represented by proxy. Unless otherwise instructed, a proxy may vote as he/she thinks fits or may abstain from casting a vote. A quorum shall be 25% of all Owners; provided that from each stair there shall be at least one Owner present in person or represented by proxy.

Minutes of any general meeting of the PPOA shall be produced and shall be signed by the Chair of the meeting as a true and fair record and be circulated or otherwise made available to all members of the PPOA.

PPOA Committee

There shall be formed a management committee ("Committee") to pursue the aims of the Association. The Committee shall be drawn from the membership and shall comprise up to, but not exceeding, twelve (12) members; provided that there shall not, in any event, be more than one member of the Committee from any flat.

The following clauses deal with the Committee composition, in summary:

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| <i>for approval at the AGM</i> | election of 11 stair reps to be members of the Committee |
| <i>for approval by stair ballot</i> | election of a stair rep where more than one person has been nominated to represent the stair in question |
| <i>for approval by the Committee</i> | nomination (for subsequent approval at the AGM) of any owner to represent a stair where 50% or more of the flats are in the same ownership and provided that no-one has otherwise been duly nominated |
| | to fill a casual vacancy |
| | to appoint an additional member of the Committee, thereby bringing the complement to 12, where the Chair of the PPOA chooses not to act as stair rep. |

Eleven (11) members of the Committee shall be appointed as stair rep to represent Owners of properties, respectively, in each of the eleven stairs in the Platinum Point Development. Anyone proposed to be so appointed, shall be:

- a member of the PPOA
- nominated to serve on the Committee by being proposed and seconded by two other Owners in the same stair
- elected with the approval of members of the PPOA at the AGM.

Any nomination, to be valid, shall be made by notice in writing to be received by the Chair of the PPOA not later than seven days in advance of the date for which the AGM has been convened.

Where two or more persons within a stair have been nominated to serve on the Committee, and it cannot otherwise be agreed among them, no election shall take place at the AGM; instead, as soon as practicable following the AGM, arrangements will be made by the PPOA to conduct a ballot of all members of the PPOA who are Owners in the stair in order to determine who should represent the stair and be a member of the Committee.

Where, in any stair, 50% or more of the flats are owned by the same Owner, and provided that no valid nomination (as above) shall have been received, it shall be competent for the Committee to propose that another Owner, not necessarily an Owner in the respective stair, be appointed to be a member of the Committee; provided that anyone so proposed shall be elected with the approval of members of the PPOA at the AGM.

The Committee shall have the power to appoint any Owner as a member of the Committee to fill a casual vacancy, including in any case where no-one has been elected at the AGM. In addition, where the person elected (see below) to serve as Chair of the PPOA chooses not to act as stair rep, the Committee may appoint any Owner to be the stair rep and, in that capacity, a member of the Committee. In that event, the membership of the Committee shall be twelve (12).

All members of the Committee shall stand down and, being eligible, may be proposed for re-election at each AGM.

Any member of the Committee who ceases to be eligible (whether by reason of selling his or her flat or otherwise) shall stand down immediately.

Proceedings of the Committee

The Committee may make rules, as it sees fit, for the conduct of its proceedings.

The Committee shall elect, from among its members, someone to chair its proceedings (who shall be known as the Chair of the PPOA) and, in that event, whoever is so elected may choose not to act as stair rep, but otherwise remain a member of the Committee, in order to give appropriate time and attention to the 'Chair' role.

The Committee may also, at its discretion, approve the allocation of portfolio responsibilities to be assumed by individual members of the Committee.

Meetings of the Committee shall be held at such time (and with such frequency) and place as it may decide. Any member of the Committee, who fails, without reasonable excuse or apology, to attend two or more consecutive meetings of the Committee, shall resign or may be removed as a member at the discretion of the Committee.

All expenses incurred by members of the Committee shall be reimbursed as a common cost by the Factor, provided that the Factor shall be satisfied that such expenses have been properly and legitimately incurred in pursuit of the aims of the Association.

Notices

Any notice to be given in terms of this Constitution shall be in writing, but may be delivered in hard copy form or by e-mail. In the case of any notice given to the PPOA, or to the Chair of the PPOA, it shall suffice to use the admin@ppowners.com e-mail address.

Amendment

This Constitution may be amended, as determined by members of the PPOA, at any duly convened general meeting of the PPOA.

Footnote

The PPOA was established in 2006.

This Constitution, which supersedes in all respects the previous Constitution, was:

- approved and adopted at a meeting of proprietors duly convened according to the Deed of Conditions governing the Platinum Point Development and held on 23 October 2013; and
- subsequently amended at a meeting of proprietors duly convened in the same manner and held on 22 October 2014.

The latter meeting, in passing resolutions, also endorsed the appointment of trustees for the PPOA – namely, the Chair and Deputy Chair of the PPOA Committee, together with two other proprietors.