

71-87 Lancefield Quay Owners' Annual Meeting

24 February 2014 at 7.15 pm

at Hilton Garden Inn Hotel, Glasgow.

MINUTE OF MEETING

1. ATTENDANCE:

22 flats were represented in person and 9 by proxy. The individuals are shown in the annexed Note of Attendance. Alex McDivitt and Gary Mitchell of City Factoring Limited also attended.

2. CHAIR:

Walter Semple was in the chair.

3. OWNERS ASSOCIATION:

The chairman encouraged any owners who had not already joined the Owners Association to do so. This would give them access to the Association website. There was no additional fee. It was necessary for there to be an active Association to work with the factors in the interests of the good management of the Development.

4. FACTORS REPORT:

Alex McDivitt reported on the work of the factors since they had taken over on 1st May 2013. They had carried out an inspection of the building and concluded that there were no major issues other than those which were known about including the replacement of one half of the big shed roof. His method of factoring involved staff on site every day and daily cleaning arrangements. He said that this was essential to maintaining a high level of service to residents. He explained that items of major expenditure needed to be prioritised if the owners were not to be asked for funds to pay for a particular item of major expenditure. He said that there was an excellent relationship between his firm and the committee and residents, which was the best way to achieve a good level of service by the factor. He asked for questions. Questions were raised on the following matters:

- Water ingress at flat 71/3.
- Trashed mailbox at stair 71.

- Security door at stair 83.
- Replacement of discoloured windows at 83 and elsewhere where there had been rust staining.
- Removal of rust and repainting in places where rust had caused staining to the windows and frontage
- Replacement of the garage door contractors whose service had backed been unacceptably poor.
- Clarifying the position of each owner regarding the central alarm system and responsibility of each owner in paying any resulting charges for alarm services.

Alex McDivitt said that all these matters would receive attention as soon as possible. He was already making arrangements to find new contractors to service the garage doors

A question was also raised about the overflowing bins and that the Waverley office.

Alex McDivitt pointed out that these were not a factoring issue. However if he could assist he was willing to do so. This was perhaps a temporary problem which would be resolved once the current public works had been completed.

Regarding the recent break-ins to ground and first floor flats from the river frontage,

Alex McDivitt said he was in favour of improving the coverage from CCTV cameras to improve the prevention and detection of criminal activity affecting the Development.

Jim Lambert also referred to the communication which had been undertaken with the Glasgow City Council about the current public works and their impact on the development. In particular of the flood defence arrangements as they affected our development were not yet clear and he was pursuing the question. Associated with this was the need for the factor to get contractors to quote for the work of repairing cracks and other damage to the ground floor patio walls and gates. This work would be necessary if Glasgow City Council was to be persuaded to reject the "rubber tube" option for flood defence along the Development's river frontage, in favour of the option of extending and adapting the ground floor patio walls.

5. FINANCES

The finances were managed through a separate bank account held by the factors with Royal Bank of Scotland as a separate client account in trust for the owners of our development. They were therefore held entirely separately from the factors own funds. The chairman had sight of this account and had been preparing monthly management

accounts together with the factors. These accounts were made available to the committee. Quarterly management accounts had been published on the website. The accounts for the 8 months ended 31 December 2013 had been examined and approved by Wylie and Bisset CA and had been distributed and published on the website. The level of unpaid service charge at the end of each month was currently in the region of £9000 and there was no significant debt problem. This was a significant in movement on our experience with the previous factors. We were budgeting for an annual surplus over normal monthly expenditure of in the region of £30,000 which would be available for major items of expenditure. The committee were currently working on the budget for 2014. Alex McDivitt said that he would hold the factors fees at their present level for the remainder of 2014.

6. CHANGE OF FACTORS TO CITY FACTORING LIMITED.

Alex McDivitt explained the circumstances in which he had set up a new company called City Factoring Limited owned by him and Gary Mitchell who was present at the meeting. Gary was an additional and experienced resource for the business. The circumstances which had brought about this change had already been explained in correspondence with the owners. The chairman proposed the following resolution which was passed unanimously:

“The owners resolve to appoint City Factoring Limited, 244 Wallace Street, Glasgow G5 8AE as Factor in terms of Clause (Twelfth) (Quarto) of the Deed of Conditions for the Development with immediate effect, and to authorise the Committee of the 71-87 Lancefield Quay Owners Association to agree terms of the appointment including remuneration and its duration.”

The chairman said that the terms and conditions of the factors work would be the same as before and would be documented by City Factoring Limited and published on the website.

7. APPROVAL OF REGULATIONS:

The chairman explained that the conditions in the title deeds effecting occupation of the development were difficult to find and understand in the Deed of Conditions. He had paraphrased the title conditions and they had been published on the website in an accessible format. He proposed that it was sensible to adopt them formally as

Regulations on the basis that if there was any dispute about the meaning of the document on the website reference would be made to the title conditions on the Land Register. The following resolution was accordingly put and passed unanimously by the meeting:

“That the Regulations which appear on the Owners Association website and are enclosed with the Notice of this meeting be adopted, subject to the following additional clause, as Regulations under Clause (Twelfth) (Secundo) of the Deed of Conditions which apply to the Development.

“21. In the event of any dispute arising over the meaning of these Regulations 1 to 20, reference shall be made to the like provision in the Deed of Conditions applicable to the Development and the latter shall take precedence.”

8. REGULATION REGARDING BARBECUES:

The chairman explained that difficulties had arisen during the hot summer weather about the use of barbecues and their impact on neighbours. The committee of the association had considered this matter and proposed that the owners pass the following written resolution which was put and passed unanimously:

“That the following Regulation be adopted as a Regulation under Clause (Twelfth) (Secundo) of the Deed of Conditions for the Development:

“22. Residents who wish to use a barbecue on their ground floor patio or upper floor balcony area should follow a good neighbour principle. If any resident wishes to use his barbecue he or she should first advise neighbours who might be affected by the smoke. If the neighbour does not wish the barbecuing to take place, that wish should be respected. If an owner/tenant had barbecues repeatedly contrary to the wishes of neighbours following a request not to do so, resulting in complaints from those affected, the Factors, in consultation with the Committee of the 71-87 Lancefield Quay Owners Association would consider whether or not this constituted a nuisance, an unacceptable loss of amenity, and/or a fire risk contrary to the conditions in the Deed of Conditions for the Development and pursue further measures as appropriate. Any resident operating a barbecue should have a functioning and recently checked fire extinguisher in his or her flat”.

9. CODE OF PRACTICE FOR CCTV CAMERAS

The chairman referred to the benefits of having CCTV cameras at the development. However the installation of these cameras gave rise to issues under the Data Protection legislation with regard to the use of images recorded by the cameras. Alex McDivitt was the Data Controller. The legislation was so difficult to interpret and so obscure that there was a general tendency to refuse access to images under any circumstances in case there was a breach of the legislation. However to do this would be to lose many of the benefits of having the cameras. Accordingly he had drafted Code of Practice in accordance with the recommendations of the Information Commissioner and this had been considered and approved by the committee and Alex McDivitt. Accordingly the following resolution was put to the meeting and unanimously passed by the owners: "That the document entitled "Policy for Use of CCTV Cameras" which is enclosed with the Notice of this Meeting be adopted as a Regulation under Clause (Twelfth) (Secundo) of the Deed of Conditions for the Development:"

There being no further business the Chairman declared the meeting closed.

NOTE OF ATTENDANCE

ATTENDANCE IN PERSON

1. 71/2: Matt Sweeney and Jane Moultrie
2. 73/3: Jim Duncan
3. 75/7: David Hume
4. 77/3: Jan Scott
5. 77/6: Ewan MacDonald
6. 77/10: Steven Diamond
7. 79/5: Catherine Souter
8. 79/6: David Stevenson
9. 81/3: Rachel Mc Nulty
10. 81/9: Kenneth Wilson

11. 83/1: Terry Lees
12. 83/2: Jim and Shahnaz Lambert
13. 83/6: Sheena Anderson
14. 83/7: Gillies and Elaine Brown
15. 85/2: Chris Brannan
16. 85/8: John Grant
17. 85/10: Lizette Thomson
18. 87/1: Barry Hope and Kenny Kerr
19. 87/2: Keiran Pole
20. 87/3: Kenneth Brown
21. 87/7: Lorna and Jim Foy
22. 87/8: John Cowan

ATTENDANCE BY PROXY

23. 71/3: Randall Rickabaugh per Lindsey MacDonald
24. 73/5: William Roddie per David Stevenson
25. 77/5: Derek McLean per David Stevenson
26. 77/9: William Roddie per David Stevenson
27. 77/11: Iain MacRitchie per David Stevenson
28. 79/4: David Freeman per David Stevenson
29. 79/8: Jack Raisin per David Stevenson
30. 79/12: Lena Semple per Walter Semple
31. 83/5: Duncan Broadfoot per Sheena Anderson