

**THE CONSTITUTION  
OF  
THE BUCKSTONE ASSOCIATION**

**2026**

## **Name**

1. The name of the Association shall be "The Buckstone Association" (hereinafter throughout these presents referred to as the "Association"). Appendix B gives information from Buckstone property missives.

## **Interpretation**

2. In these Regulations, unless the context otherwise requires:

The "Estate" shall mean the housing development undertaken by James Miller and Partners Limited and Miller Homes Limited or any subsidiary or associated company or their assignees or disponees at Buckstone, Edinburgh and now commonly known as the Buckstone Estate, the extent of which housing development is outlined in red on the Estate map, a copy of which is kept by the Administrator and signed as relative hereto.

The "Amenity Ground" shall mean those areas of open ground forming part of the Estate shown delineated in black and coloured green on the plan thereof annexed and subscribed as relative hereto and such other areas as may be acquired by the Association from time to time for the amenity of the proprietors on the Estate.

"Month" shall mean a calendar month.

"Secretary" shall include any person appointed to perform the duties of Secretary temporarily.

Words importing the singular number only shall include the plural and vice versa.

Words importing the masculine shall include the feminine. Words importing individuals shall include companies and corporations.

## **Objects**

3. The objects of the Association are:

- (1) To carry into effect the burdens contained in the Dispositions or other conveyances of houses on the Estate granted by James Miller and Partners Limited and Miller Homes Limited or any subsidiary or associated company or their assignees or disponees in favour of the respective disponees and their successors so far as relating to the upkeep of the Amenity ground.
- (2) To provide and administer the services and execute all obligations common or mutual to the proprietors of the said houses relating to the Amenity ground and any additions thereto and to decide all questions common to the said proprietors and in particular, but without prejudice to the said generality to maintain the Amenity ground and the trees, walls, fences and paths (if any) thereof, and to levy an assessment or assessments in terms of the said Dispositions or other conveyances in order to carry out the objects of the Association.
- (3) To open and operate all such Bank or Building Society accounts as may be required in the name of the Association, such Bank or Building Society accounts to be operated only on the signatures of the Treasurer, Chairperson, Secretary or Administrator of the Association from time to time. This includes the operation of electronic banking facilities as may be required by financial institutions and used by the Association.

- (4) To purchase, lease or otherwise acquire such heritable property as the Association may consider appropriate and shall have approved of at an Annual General Meeting including without prejudice to that generality the Amenity ground and such other areas of Amenity ground as may become available from time to time, the title to all heritable property being taken in the manner hereinafter prescribed.
- (5) To effect such insurances as the Association may from time to time determine and to pay the premiums on such insurances.
- (6) To enter into, execute and carry out all contracts, agreements and negotiations, to institute, prosecute and defend all legal and other proceedings, to enter into and carry into effect all compromises, arbitrations, arrangements and schemes and to do all other acts and things which shall at any time appear conducive to or expedient for the protection or otherwise in the interests of the members or any of them as shall seem proper to the Association.
- (7) To engage, dismiss and pay for the services of all such professional advisers, gardeners, tradesmen and others as may be required in connection with the upkeep, management and improvement of the Amenity ground and any additions thereto and to provide and pay for all such implements and materials which may be required in connection therewith.
- (8) To appoint a Committee as hereinafter provided.
- (9) To make such rules for the conduct of persons in and about the Amenity ground as are considered necessary to promote the amenity of the houses on the Estate and the comfort and convenience of the owners and occupiers of the said houses and to impose penalties for the breach of any such rules.
- (10) To undertake all matters incidental or conducive to the attainment of the above objects.
- (11) To appoint a person, or persons, in the role of Administrator to carry out the day-to-day business of the Association.

#### **Membership of Association**

4. All persons who are at the date of adoption of this Constitution owners of houses and whose titles contain a provision to that effect and all persons who subsequent to that date become owners of houses built or to be built on the Estate and the successors of such owners shall be members of the Association. No other person shall be eligible for membership. Members shall continue to be members until they cease to be members as hereinafter provided and a new owner becomes a member in their place under Regulation 7.
5. Owners are those persons whose names appear in the Electoral Roll as the owners of houses in the Estate.

#### **Change of Ownership/Resident**

6. On the sale or other change in the ownership of any house in the Estate the members shall take the new owners and their successors in title bond to become members of the Association and to be bound by the Regulations of the Association and any Rules made thereunder.

7. (1) On the sale or other change in the ownership of any house in the Estate members shall inform the Secretary or Administrator of the change of ownership. Members shall then cease to be members and the new owners shall become members.  
(2) In the event of a property being let the owners shall advise the Association (Administrator or Secretary) of that fact and to provide their contact details or that of their agent.

#### **Office**

8. The Office of the Association shall be the address of the Administrator to the Association from time to time or at such other address as may be decided by the Association.

#### **Assessments**

9. Each year prior to the AGM, the annual assessment amount to be proposed to the Association is calculated by the committee based upon the independently examined accounts for the previous year, and the estimated expenditure for the forthcoming year. The assessment will cover the cost of all outlays and expenses incurred or to be incurred in attaining the objects of the Association.

#### **Payment of Assessments**

10. Any assessment shall be deemed to be made and to be payable at the time when the resolution authorising the assessment is passed by the Association at the AGM, or in exceptional circumstances by the committee.

#### **Non-Payment of Assessments**

11. The assessment shall initially be incurred equally on all members. However, non-payment of the assessment in a timely manner shall incur an additional fee, to be agreed by the committee and/or at the AGM, to be paid per month or part thereof until settlement is made. Any legal costs incurred will be additional to that sum. Any member whose assessment remains unpaid by 31<sup>st</sup> December as aforesaid shall have the property address listed as an unpaid assessment which will then be published annually in the Annual Report. Legal aspects of non-payment of assessments will be pursued as required.

#### **Liability of Joint Owners**

12. Members who are joint owners of the premises shall be jointly and severally liable for the payment of all assessments due in respect of any house owned by them.

#### **Annual General Meetings**

13. An Annual General Meeting of members shall be held once in every calendar year and not more than fifteen months after the holding of the last preceding Annual General Meeting at such time and place as may be determined by the Committee.

#### **Extraordinary General Meetings**

14. All meetings of the Association other than Annual General Meetings shall be called Extraordinary General Meeting.
15. An Extraordinary General Meeting shall be convened by the Committee whenever they think fit or by the Secretary on the requisition in writing of not less than ten members which requisition shall state the business to be submitted to the Meeting.

### **Notice of General Meetings**

16. Notice of any Annual General Meeting or Extraordinary General Meeting specifying the place, day and hour of meeting and the business to be submitted to the meeting shall be given to members by notice sent by post or delivered to the last known address of each member at least fourteen clear days before the meeting.

### **Omission or Notice**

17. The accidental omission to give any such notice to any member, or the non-receipt of the same by any member, shall not invalidate any proceedings at any such meeting.

### **Business of Annual General Meetings**

18. The business of any Annual General Meeting shall be:
  - (1) To receive and consider the accounts of the Association and the reports of the Committee and accountants or other persons or company appointed by the Association at the AGM.
  - (2) To elect members to the Committee in the place of those retiring by rotation or otherwise or to fill vacancies and to elect accountants or an independent, suitably qualified person to examine the accounts.
  - (3) To fix the remuneration of the Secretary, Treasurer, Chairperson and Committee members.
  - (4) To conduct any other competent business.
  - (5) To set the assessment for the ensuing year.

### **Quorum**

19. Twenty-five members present in person and entitled to vote shall be a quorum at an Annual General Meeting or Extraordinary General Meeting.
20. If within fifteen minutes after the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until such later date as the Committee may appoint and if no quorum be present at such adjourned meeting those members who are present shall be deemed to be a quorum and may transact all business which could properly have been disposed of at the meeting from which such adjournment took place.

### **Chairperson**

21. The Chairperson of the Committee shall preside at any Annual General Meeting or Extraordinary General Meeting. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairperson, the members present shall choose one of their number to act as Chairperson of the meeting.

### **Manner of Voting**

22. Every question submitted to a meeting shall be decided in the first instance by a show of hands.

### **Poll**

23. Any member present at a meeting in person may demand a poll.
24. If a poll is demanded, it shall be taken either immediately or, if the Chairperson so determines, after an interval or adjournment not exceeding seven days.
25. If a poll is demanded each member present in person at the meeting or adjourned meeting shall have one vote in respect of each house owned by that member.

### **Casting Vote**

26. In the event of an equality of votes, whether on a show of hands or on a poll, the Chairperson shall have a casting vote in addition to their vote as a member.

### **Adjournment**

27. The Chairperson of an Annual General Meeting may, with the consent of the meeting, adjourn the same from time to time, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

### **Votes**

28. Each member shall have one vote in respect of each house owned by that member. Where members are joint owners, only one such member may vote at any meeting in respect of each house.

### **Powers of Association to be exercised by Committee**

29. The Management of the Association shall be vested in a Committee to be elected as hereinafter provided and the Committee may exercise all powers vested in it under the said Dispositions and do all such acts as may be done by the Association whether under the power of any law statutory or common or the Constitution of the Association or otherwise; but no monetary obligations in excess of ninety per cent of the annual subscriptions received for that year shall be incurred by the Committee except with the sanction of a General Meeting.

### **Committee**

30. a) The Committee shall consist of a Chairperson, Secretary, Treasurer and a maximum of four ordinary members of the Association who shall be elected annually by the Association in General Meeting. The Committee shall have the power to fill any casual vacancy in its number and any member so appointed shall have full voting rights on the Committee but shall hold office only until the next Annual General Meeting.
- b) The Chairperson, Secretary and Treasurer of the Association from time to time shall be Trustees ex-officio of the Association and as such Trustees shall be empowered to take title to heritable property on behalf of the Association.

### **Vacating Office**

31. A member of the Committee shall vacate office *ipso facto*:-
- a) If the member shall cease to be a member of the Association, or
  - b) If by notice in writing to the Secretary or Administrator, they shall resign their office.

### **Nominations**

32. Any member intending to propose another as a member of the Committee at an Annual General Meeting shall intimate his nomination to the Secretary.

### **Meetings of Committee**

33. The Committee may meet for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. If at any meeting the Chairperson is not present within five minutes after the time appointed for holding the same the members present may choose one of their number to be Chairperson of the meeting.

### **Quorum**

34. Until otherwise determined by the Committee, four members of the Committee shall be a quorum and such quorum may exercise all or any of the authorities, power and discretions vested in the Committee.

### **Votes**

35. Questions arising at any meeting of the Committee shall be determined by a majority of the votes of the members present, and in case of any equality of votes, the Chairperson shall have a second or casting vote.

### **Accounts**

36. The Committee shall cause proper accounts to be kept of all sums of money received and expended. An Account showing all receipts and expenditure and outstanding liabilities shall be made up annually on the thirty first day of December and an unaudited copy thereof shall be available to each member not less than fourteen clear days before the Annual General Meeting to be held in that year. A copy of the said Account together with a copy of the Examiners Report thereon, shall be available to each member from the Secretary three days prior to the said Annual General Meeting and at the Meeting itself.

### **Examination of Accounts**

37. The Committee shall have the books of the Association examined once a year by an independent, suitably qualified person or company appointed by the Association in General Meeting.

### **Committee Not to Contract with Association**

38. Except as authorised by the Regulations of the Association, a member of the Committee may not enter into any contract or arrangement with the Association.

### **Power to Borrow**

39. The Committee may from time to time, at their discretion, without the sanction of a General Meeting, borrow such sum or sums for the purposes of the Association as they may think fit but not exceeding a total sum of equivalent to One Pound sterling (£1.00) per member.

### **Alterations or Additions to Regulations**

40. The Association may alter or add to its Regulations by resolution passed by a majority of not less than three fourths of the members voting in person at a General Meeting of which notice specifying the intention to propose the Resolution has been duly given. Regulations are defined as each numbered section of the constitution document.

### **Adoption of Rules**

41. The Association shall have power by resolution passed in General Meeting by a majority as provided in the immediate preceding Regulation to make Rules for the purpose of carrying into effect Object 9 of Regulation 3 hereof and to alter or add to the same, and may delegate to the Committee the power to make such Rules and to alter or add to the same, subject to confirmation thereof by Resolution passed by a majority as aforesaid at the next General Meeting of the Association.

## **Arbitration**

42. In the event of the foregoing Regulations or any addition or amendment thereto or any Rules made in accordance with these Regulations being challenged by any member as being illegal or *ultra vires* the question shall be submitted to the President for the time being of The Law Society of Scotland or a person nominated by the President whose decision shall be final and binding on all parties. The expenses of the reference shall be paid as directed by the Arbiter.

This Constitution was adopted as the Constitution of The Buckstone Association at the Annual General Meeting, duly convened, held at Buckstone Primary School, on Monday 10th December 1979; as amended by motions passed at the Annual General Meetings, duly convened, held at Buckstone Primary School on Wednesday 28th January 1981, Tuesday 15th February 1983, Wednesday 15th February 1989 and Tuesday 8th March 2004. The constitution was fully reviewed and updated in the period June 2025 to February 2026 and adopted at the AGM in March 2026.

## **AMENITY GROUND CONVEYED TO THE BUCKSTONE ASSOCIATION**

As at 1st January 1990 the following areas of Amenity ground had been conveyed to The Buckstone Association:

1. Small semi-circular area at the top of Buckstone Wood;
2. Area extending to approximately half an acre behind Buckstone Place;
3. Area extending to approximately two- and one-half acres lying generally to the north of Buckstone Road with the wooded area at the western end;
4. Small area in the vicinity of Buckstone Bank;
5. Small area in the vicinity of Buckstone Way and Buckstone Drive;
6. Small area situated near the cul-de-sac off Buckstone Road;
7. Small shrubbed area in Buckstone Lea;
8. Area to the south of the footpath leading to Buckstone Primary School off Buckstone Lea;
9. Area in the vicinity of Buckstone Howe;
10. Area in the vicinity of Buckstone Shaw;
11. Small strip of land to the south of Buckstone Crook;

## **Motions adopted at previous Annual General Meetings:**

- Children aged 7 and over are not permitted to play ball games on amenity areas.
- An agreement with The City of Edinburgh Council to clear litter from The Roundel in return for the granting of free access for all residents to this wood.
- To adopt for maintenance purposes only the shrub bed at Galachlawside, title to which is held in common by the owners of house numbers 21 to 26 Galachlawside.
- To adopt for maintenance purposes only the grassed verge and grass area at 32 Buckstone Circle.
- To adopt for maintenance purposes only the land outside 24-27 Buckstone Lea from City of Edinburgh Council.
- To adopt for maintenance purposes only the "island" at Buckstone Court from City of Edinburgh Council.
- The committee to follow such procedures as they consider necessary to ensure that all members pay the assessment including raising action via Simple Procedures, regardless of the fact that the cost of such action may exceed the amount recoverable.

## **Appendix A - Record of changes made to the Constitution in 2026 is as follows:**

**Wording** – Change of Chairman to Chairperson (14)

### **Objects**

3. (3) To note the addition of the role of Administrator and requirements of electronic banking.
3. (10) Word change “things” to “matters”.
3. (11) Noting the role of Administrator.

### **Membership of Association**

4. Omission of “receipt” subsumed by the administrator role.
5. Change from Valuation Roll to Electoral Roll.

### **Change of Ownership**

Header changed to **Change of Ownership/Resident**

7. To add (2) information regarding letting property.

### **Office**

8. Change of address information.

### **Assessments**

9. Changes to clarify wording.
10. Added note referencing “exceptional circumstances”.
11. Section headed - Interest on unpaid assessments - removed.
11. New Regulation added regarding non- payment of assessments.  
Header changed to **Non-Payment Assessments**

### **Business at Annual General Meeting**

18. Clarification of current procedures in (1), (2), (3) and add line (5)

**25, 26, 28 & 31 (a) & (b)** gender word changes

### **Accounts**

36. To clarify “examination of accounts” and not “Audit”

### **Audit**

37. Change of wording of title to **Examination of accounts**

### **Alterations to Additions to regulations**

40. Clarification of constitution amendments and addition of Appendix A
42. Minor word change.

### **Closing paragraph**

To add in review period 2025 – 2026

## **Appendix B**

Extract from a Buckstone property missive:

(Three) Whereas the planning permissions granted by the Corporation of the City of Edinburgh as local planning authority stipulate that certain areas of ground at Buckstone feued to us or to the said James Miller and Partners Limited are not to be built upon but are to remain in all time coming as private amenity ground for the benefit of the whole members of the Association after mentioned, our said dispones and their foresaids shall be liable equally along with other members of said Association for a share of the maintenance of the said areas of amenity ground and all walls and/or fences surrounding the same with the paths giving access to the said areas of amenity ground and which paths also give access to certain of the dwelling houses erected or to be erected by us on the said areas of ground and whereas we are unable at present to define precisely the areas of amenity ground or paths referred to, in any event the areas shall be as small as possible whilst achieving the purpose of maintaining the amenity and complying with the planning permission :

And (four) for the purpose of carrying out the maintenance above referred to and to decide all questions common to the proprietors concerned our said dispones and their foresaids as proprietors of the subjects hereby disponed shall be bound to join an Association known or to be known as "The Buckstone Association" which association shall be formed at a meeting of the proprietors concerned and shall have power to appoint a committee of its own members to give effect to the purposes of the association, the proprietors for the time being of the subjects hereby disponed to have one vote and to which committee and their successors in office the said areas of amenity ground and walls and/or fences and paths when to location and extent are known shall be conveyed free of expense to the said Association, the said committee shall decide all questions of common interest to the members of the said and All common obligations and shall have power to levy an assessment on our said dispones and their foresaids and the remaining members in equal proportions which they shall be bound to pay in order to meet all necessary obligations.