



Title Information: MID200444

Search summary

Date/Time of search 06-11-2020 08:33:01

Transaction number SCO-06591913

User Reference

Section A**MID200444**

Property

Date of first registration	12-07-2016
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Date title sheet updated to	28-06-2018
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Hectarage Code	0
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Real Right	OWNERSHIP
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Map Reference

Title Number	MID200444
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Cadastral Unit	MID200444
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Sasine Search

Property address	7 ELLERSLY ROAD, EDINBURGH EH126HY
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Description	Subjects cadastral unit MID200444 7 ELLERSLY ROAD, EDINBURGH EH12 6HY tinted blue on the cadastral map, together with the parking space tinted pink on the said map. together also with the whole rights, common, mutual, sole and otherwise, including servitude rights, specified in the Deed of Conditions in Entry 2 of the Burdens Section and the subsisting rights to real burdens specified in the Schedule of Particulars relative to Subsisting Rights to Real Burdens below.
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Notes	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Charter in Entry 1 of the Burdens Section.
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Schedule of Particulars Relative to Subsisting Rights to Real Burdens

Entry No	Benefited Property	Real Burdens	Burdened Property
1	Subjects in this title and other subjects.	Deed of Conditions, registered 4th Sep. 2017, in Entry 2 of the Burdens Section.	The Development Subjects as defined in the said Deed of Conditions.

Shared Plots

The following shared plot(s) relate to this sharing plot to the extent specified

Plots	Pro Indiviso Share
MID190876	84/3612

Shared Plots**The following shared plot(s) relate to this sharing plot to the extent specified**

Plots	Pro Indiviso Share
MID204948	1/12
MID204958	1/7
MID212982	1/6
MID212983	1/5
MID213274	1/3

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Section B**MID200444**

Proprietorship

ANN RUTH RUSSELL ROBERTSON The Garden Flat, 1 Douglas Crescent, Edinburgh, EH12 5BB.

Entry number	1
Date of registration	26-06-2018
Date of Entry	22-06-2018
Consideration	£580,000

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Section C

MID200444

Securities

There are no entries.

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Section D

MID200444

Burdens

Number of Burdens: 2

Burden 1

Feu Charter by George Campbell to Charles Cowan and his heirs and assignees, recorded G.R.S (Edinburgh) 27 Jul 1869, of a lot or piece of ground extending 2 acres, 3 roods and 8 1/2 poles, being part of those two Parks on the Estate of Murrayfield, contains inter alia the following:

Reserving always to me and my heirs and successors all mines and minerals within the said lot or portion of ground hereby feued of whatever description the same may be, with power to me and my foresaids to search for, work, manufacture and carry away the same, we always paying to the said Charles Cowan and his foresaids all loss and damage they may sustain from the workings thereof as the same shall be ascertained by two Arbiters to be mutually chosen, and in the case of difference between them by an oversman to be chosen by the said Arbiters; And with and under the express burdens, conditions provisions and declarations after specified videlicet (Primo) the said lot or portion of ground is hereby disposed for the purpose of erecting only one dwellinghouse and offices thereon of the cost of at least Two thousand pounds Sterling, and which dwellinghouse shall not exceed the height including the roof but exclusive of the chimney heads of forty feet above the ground in front with a sunk storey besides if considered advisable, and which offices shall not exceed the height including the roof but exclusive of the chimney heads of twenty feet; And it is hereby declared that the said dwellinghouse and offices shall not in all time coming be raised higher than the measurements above specified. And in case at any time the said dwellinghouse and offices shall be taken down another dwellinghouse and offices of the value above mentioned and subject to the like to restrictions as to height shall be built on the said piece of ground; (Secundo) The said Charles Cowan and his foresaids shall be bound to enclose the said lot or portion of ground (in so far as not already done) with a sufficient wall to be built of stone and lime, and to keep the same in a state of repair at their own expense, it being declared that the division walls between the said portion of ground and the adjoining lots shall be mutual and paid for equally by the conterminous feuars, and the whole walls surrounding the said lot whether mutual or not shall not exceed ten feet in height; (Tertio) The said Charles Cowan and his foresaids shall be bound to lay out the ground hereby feued (so far as not occupied by buildings) in garden grass or shrubbery according to any plan or design they may think fit, and to keep the same in a neat and ornate manner; (Quinto) the said Charles Cowan and his foresaids are hereby expressly prohibited from erecting breweries, distilleries, chemical works or manufactories of any kind whatsoever within the lot or portion of ground hereby disposed and from keeping shops warehouses or yards for carrying on any handicraft trade or selling any manner of goods or wares of any sort within the same either by wholesale or retail or from allowing any dunghill to be made or substances to be collected within the premises or upon the roads or doing anything else which can be deemed a nuisance or occasion disturbance to any one of the neighbours.

Burden 2

Deed of Conditions, registered 4 Sep 2017, by Oilmews Limited and Westerlea Development LLP, heritable proprietors of our respective parts of the Development Subjects (as hereinafter defined);

considering that we are in the course of erecting the Development (as hereinafter defined) on the Development Subjects (as hereinafter defined) and that we intend to dispoise the Dwellinghouses (as hereinafter defined) together with suitable rights of common property to various purchasers now therefore, we do hereby provide as follows

1. DEFINITIONS

In this Deed the following terms shall have the meanings set opposite them unless the context otherwise requires:

"Access Road" means the road and footpath tinted yellow on the secondary layer of the cadastral map of which an extract is included as supplementary data-1 to the title sheet ("said supplementary data") to be constructed within the Development Subjects and adopted or to be adopted by the Local Authority;

"Actual Payment" means for each Year the payment due by each Proprietor in terms of Condition 4.12.2 (as calculated and notified by the Managing Agents in terms of Condition 4.12.4);

"Block(s)" means Block A, Block B, Block C, Westerlea House and/or any other block of Flats that may be constructed on the Development Subjects (as appropriate);

"Block Proprietor(s)" means the Proprietor or Proprietors of a Flat or Flats within a Block and where two or more persons own the same includes both or all of them;

"Block A" means the new build block of seven Flats and others at the north western side of the Development Subjects, the solum of which is edged and lettered A in blue on said supplementary data;

"Block A Car Park" means the private car park the solum of which is tinted blue on said supplementary data and including the electric gates giving access thereto and for the use of the Proprietors of Block A and the Proprietors of Flats 1, 4 and 6 of Westerlea House;

"Block A Cycle Store" means the cycle store edged and lettered D in blue on said supplementary data for the use of the Proprietors of Block A;

"Block A Refuse Store" means the refuse store edged and lettered E in blue on said supplementary data for the use of the Proprietors of Westerlea House and Block A;

"Block B" means the new build block of twelve Flats and others on the east side of the Development Subjects, the solum of which is shown within the area edged and lettered B in blue on said supplementary data;

"Block B and C Common Property" means the Private Parking Court, the Shared Service Strip, the Block B Refuse Store and the Block B Cycle Store;

"Block B Cycle Store" means the cycle store forming part of the ground floor of Block B, but for the use of the Proprietors of Block B and Block C;

"Block B Refuse Store" means the refuse store forming part of the ground floor of Block B, but for the use of the Proprietors of Block B and Block C

"Block C" means the new build block of twelve Flats and others on the east side of the Development Subjects, the solum of which is shown within the area edged and lettered C in blue on said supplementary data;

"Block Common Charges" means the costs incurred by the Proprietors and/or the Managing Agents on their behalf in ordering or arranging to be executed any common or mutual operations or maintenance or other works on the Block Common Property including, without prejudice to that generality, the premiums payable in respect of all or any insurances instructed in respect of the Block Common Property

"Block Common Property" means:-

(i) in respect of Blocks A and B:-

(a) the solum of the relevant Block and the foundations, outside walls, load bearing walls, structural floors, gables, roof (excluding from the definition of the roof any roof light and upstand thereof which serves only a specific Flat) roof trusses, surface water and foul drainage pipes, rhones, and gutters thereof;

(b) the common entrances, entrance doors, entrance hall, staircase, stairs, stair railings, landings, passages, walls enclosing the same, stair windows (including window frames) (including any roof lights and cupola serving the staircase etc), hatchway or hatchways leading to the roof, stair lights, fitted carpets and all wall and floor coverings, and the entry system relative to the relevant Block;

(c) the Private Footpath serving the relevant Block, if any;

(d) the Refuse Store and Cycle Store pertaining exclusively to the relevant Block, if any; and

(e) the sewers, drains, soil, gas, water and other pipes, electricity, television (including the common television aerials), security and telephone cables and all other service media serving the relevant Block (other than gas flues or other service media serving one Flat exclusively);

(ii) in respect of Westerlea House Internal Proprietors, the Westerlea Internal Common Parts; and

(iii) in respect of Westerlea House Block Proprietors, the Westerlea Block Common Parts

"Car Charging Point" means the electric car charging apparatus located beside the Chalet Cycle Store;

"Chalet" means the House within the area edged and lettered G on said supplementary data;

"Chalet Cycle Store" means the cycle store hatched red on said supplementary data and for the use of the Proprietors of the Mews, the Stables, Westerlea House and the Chalet;

"Community" means the Development Subjects, "community" having the meaning assigned to it by section 26(2) of the 2003 Act;

"Community Burden" shall have the meaning assigned to it by section 25 of the 2003 Act;

"Courtyard" means the private courtyard area and access leading thereto from Ellersly Road pertaining to the Stables and the Mews edged brown on said supplementary data;

"Cycle Store(s)" means the Block A Cycle Store, the Chalet Cycle Store and the Block B Cycle Store;

"Developer" means the said Oilmews Limited and Westerlea Development LLP and their successors in title as developers of the Development Subject or any part thereof but shall exclude any individual Proprietors of any Dwellinghouse;

"the Development" means the residential development constructed or to be constructed on the Development Subjects;

"Development Common Charges" means the costs incurred by the Proprietors and/or the Managing Agents on their behalf in ordering or arranging to be executed any common or mutual operations or maintenance or other works on the Development Common Property including, without prejudice to that generality, (i) the premiums payable in respect of all or any insurances instructed in respect of the Development Common Property and (ii) cleaning/landscaping costs;

"Development Common Property" means the boundary walls, fences and hedges of the Development (so far as forming part of the Development Subjects and not any Block or House), the Access Road, Car Charging Point, Visitor Parking Spaces, the Landscaped Areas, security gates and keypads affixed thereto, the external lighting and common electricity supply serving same, all common grassed, planted, slabbed, tarmacadamed and gravelled areas, all trees and shrubs, (other than those in the Gardens), the whole sewers, drains, soil, gas, water and other pipes, electricity, television, security and telephone cables and all other services serving the Development;

"Development Subjects" means the former Westerlea House, Ellersly Road, Edinburgh which subjects are registered under Title Numbers MID172198 and MID172199;

"Dwellinghouse(s)" means a Flat and/or a Plot;

"Estimated Payment" means for each Year the payment due by each Proprietor in terms of Condition 4.8.3;

"Flat Proprietor(s)" means the Proprietor or Proprietors of a Flat or Flats and where two or more persons own the same includes both or all of them;

"Flat(s)" means the flatted dwellinghouses in the Development and shall include the glass in the windows of each Flat, window frames, the front door, the interior joinery, plasterwork, tiling and

other surfaces of walls, the floors down to the upper side of the joists, slabs or beams of individual Flats to which the same are affixed, the ceiling finishes and internal walls (which are not main structural walls, nor load bearing walls, nor walls which divide the Flats from adjoining Flats or any of the Block Common Property which are hereby declared to be party walls), any balcony, terrace or Garden accessed from and for the exclusive use of the Flat, together with all cisterns, tanks, plumbing, drains, sewers, pipes, wires, cables, ducts, conduits and channels used or enjoyed solely for the purpose of any one Flat;

□Garage□ means a private garage sold to any Proprietor along with his Dwellinghouse;

□Garden(s)□ means an area of garden ground forming part of a Dwellinghouse and intended for the exclusive use of the Proprietor of that Dwellinghouse;

□House□ means a Dwellinghouse that is not a Flat and includes the Chalet, the Stables and the Mews;

□Interest Rate□ means four per centum per annum above the base rate charged from time to time by Lloyds Banking Group pic calculated on a daily basis from the date the payment was due until the amount due is paid in full (and if Lloyds Banking Group pic ceases to exist, then the base rate to apply shall be as determined by the Managing Agents);

□Landscaped Areas□ means the areas of landscaping, grassed, gravelled, slabbed or tarmacadamed, including shared paths and walkways all as tinted brown and hatched green said supplementary data;

□Lift Block□ means Block A, Block B and/or Block C;

"Lifts" means the lifts, lift shafts, lift gear, lift plant room and all others pertaining solely to the provision of lifts in a Lift Block;

"Lift Maintenance Contracts" means any contracts that the Managing Agents may enter into for or in respect of the repair and maintenance of the Lifts (or any of them);

□Lift Maintenance Costs means the cost of maintenance, repair and renewal of the Lift, including insurance thereof;

□Lift Proprietor(s)□ means the Proprietors of all Flats in a Lift Block except Flats A1, A2, B1, B2, C1, C2 and C3, all of which are situated on the ground floor of the relevant Block;

□Managing Agents□ means the managing agents appointed in terms of Condition 4.13;

□Mews□ means the three terraced Dwellinghouses situated to the south east of the Courtyard;

"Mews Common Property" means the pathway tinted red on said supplementary data;

"Mews/Stables Car Park means the private car park the solum of which is hatched blue on said supplementary data for the use of the Proprietors of Flats 2 and 6 Westerlea House, and the Proprietors of the Stables and the Mews;

"Mews/Stables Common Property" means the Courtyard;

"Other Common Property" means Block A Bin Store, Block A Car Park, Block B & C Common Property, Mews/Stables Car Park, Mews/Stables Common Property, the Stables Refuse Store and/or the Chalet Cycle Store as the context requires;

"Parking Space(s)" means the parking space or spaces within the Development to be conveyed to individual Proprietors and tinted green on said supplementary data and the Visitor Parking Spaces;

"Plan" means the plan annexed and signed as relative hereto;

"Plot(s)" means a plot of ground within the Development Subjects on which a Dwellinghouse is or is to be erected;

"Plot Proprietor(s)" means the Proprietor or Proprietors of a Plot or Plots and where two or more persons own the same includes both or all of them;

"Private Footpath" means the private footpath exclusively serving a Block tinted mauve on said supplementary data;

"Private Parking Court" means the private parking area serving Block B and Block C, including the private access gate at the entrance thereto, all tinted pink on said supplementary data;

"Proprietor(s)" means a person or persons, body or company who is the owner for the time being of any Dwellinghouse and where two or more persons own the same includes both or all of them;

"Refuse Store(s)" means the Block A Refuse Store, the Stables Refuse Store and the Block B Refuse Store;

"Schedule" means the schedule annexed and signed as relative hereto;

"Shared Service Strip" means the area of ground adjacent to the Access Road hatched brown on said supplementary data;

"Stables" means the two Dwellinghouses located to the north and east of the Courtyard;

"Stables Refuse Store" means the refuse store for the use of the Proprietors of the Stables, the Chalet and the Mews hatched mauve on said supplementary data;

"Utility Services" means all cables, pipes, wires, drains, sewers, water mains, telecommunications and IT cables, transmitters and appurtenances thereof and all works required in connection therewith;

"Visitor Parking Spaces" means the parking spaces within the Development edged mauve on said supplementary data;

"Westerlea House" means the refurbished building within the area edged and lettered F in blue on said supplementary data and comprising six Flats;

"Westerlea House Block Common Parts" means

(a) the solum of Westerlea House and the foundations, outside walls, load bearing walls, structural floors, gables, roof (excluding from the definition of the roof any roof light and upstand thereof which serves only a specific Flat) roof trusses, surface water and foul drainage pipes, rhones, and gutters thereof;

(b) the Private Footpath serving Westerlea House; and

(c) the sewers, drains, soil, gas, water and other pipes, electricity, television (including the common television aerials), security and telephone cables and all other service media serving Westerlea House (other than gas flues or other service media serving one Flat exclusively);

"Westerlea House Block Common Proprietors" means all six Proprietors of Westerlea House

"Westerlea House Internal Common Parts" means the common entrances, entrance doors, entrance hall, staircase, stairs, stair railings, landings, passages, walls enclosing the same, stair windows (including window frames) (including any roof lights and cupola serving the staircase etc), hatchway or hatchways leading to the roof, stair lights, fitted carpets and all wall and floor coverings, and the entry system relative to Westerlea House;

"Westerlea House Internal Proprietors" means all proprietors of Westerlea House with the exception of the Proprietor of Flat 3

"Year" means the period of 12 months or such other period as may be determined by the Managing Agents from time to time (to which an Estimated Payment and the corresponding Actual Payment relate);

"the 2003 Act" means the Title Conditions (Scotland) Act 2003.

2. INTERPRETATION

2.1 In this Deed, unless the context otherwise requires:-

2.1.1 Words importing the neuter gender only shall include the masculine or feminine gender (as the case may be) and words importing the masculine gender only shall include the feminine gender and vice versa.

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

2.1.3 Words importing persons shall include firms, companies and corporations and vice versa.

2.1.4 Any reference to an Act of Parliament shall include any modification or reenactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.

2.1.5 The word "maintenance" shall include repair, maintenance, restoration, renewal, replacement, rebuilding, reinstatement, upkeep, cleaning, painting and other routine works, gardening and shall include (i) in the context of the Block Common Parts, lighting; and (ii) in the context of the Access Road and the Courtyard, keeping it lit, clear of debris, snow and ice; and the words "maintain" and "maintaining" shall be construed accordingly.

2.2 The clause headings in this Deed are for reference only and shall not affect the construction thereof.

3. CONSTITUTIVE DEED

This Deed is a constitutive deed creating real burdens within the meaning of sections 4 and 122(1) of the 2003 Act.

4. COMMUNITY BURDENS

4.1 The following real burdens, contained in this Condition 4.1 which apply to the whole Development as a Community shall be and are hereby created real burdens enforceable as Community Burdens by the owners of all the Dwellinghouses as units in the Community in terms of section 27 of the 2003 Act and are enforceable by the Proprietors of each Dwellinghouse, including the Developer while the Developer retains the ownership of any Dwellinghouse.

4.1.1 Each Proprietor shall use and occupy his Dwellinghouse predominantly as a private dwellinghouse. No part of the Development Subjects shall be used for the carrying on therein of any trade or for the selling of any goods or wares of any sort. No external alterations to any part of the Development including without prejudice to the foregoing generality, alterations of or to the doors or windows thereof shall be made. No board, card, plate or advertising notice of any kind shall be placed on any Dwellinghouse or any part of any Dwellinghouse or on any Block or any part of any Block other than the usual door nameplates. The external woodwork of any Block shall be painted or otherwise treated as a common repair in terms of these presents and the whole external woodwork within the Development, shall be maintained in a uniform colour and no Proprietor shall be allowed to paint or treat any external surfaces or outside walls of his Dwellinghouse and/or any part of any Block a different shade or colour to the remainder of the Dwellinghouses and/or Blocks.

4.1.2 No motor cars or motor cycles shall be parked on any part of the Development Subjects other than on a Parking Space or any other area identified by the Developer (for so long as they remain proprietors of any part of the Development Subjects) or the Managing Agents as suitable for parking. No bicycle shall be parked on any part of the Development Subjects other than on a Plot or in a Cycle Store. No boats, marine craft, caravans, motor homes or commercial vehicles (hereinafter referred to as "vehicles") shall be parked or stored on any part of the Development Subjects. No motor cars, motor cycles or bicycles shall be parked on any part of the Development Subjects so as to impede access to any other part of the Development Subjects.

4.1.3 No works shall be done on motor cars or motor cycles within the Development Subjects or any part thereof except normal maintenance and repair of a motor car or motor cycle belonging to a Proprietor, which exception shall not, however, permit a Proprietor to keep any vehicle

jacked up or otherwise not in a roadworthy condition for longer than is reasonably necessary to complete such repair or maintenance.

4.1.4 The Proprietors are prohibited from selling, leasing or disposing of their Parking Space or Garage separately from their Dwellinghouse. The Visitor Parking Spaces are for the use of visitors to the Development only.

4.1.5 The Proprietors shall be bound not to do or cause or permit to be done on the Development Subjects anything calculated or likely to cause damage or injury to the laying down, constructing, inspecting, maintaining, protecting, using, replacing and removing of pipes, lines, cables, ducts, other apparatus and conduits laid or to be laid within the Development Subjects (hereinafter referred to as "the Works"), nor to make any material alteration to, or erect or install or cause or permit to be erected or installed, any building or structure or permanent apparatus on, through, upon or over the Development Subjects so as to interfere with or obstruct the access thereto, or to materially prejudice the Works and without prejudice to the foregoing generality the Proprietors are prohibited from planting trees and hedges on or altering the surface levels of those parts of the Development Subjects on, through, upon or over which any such services have been laid or constructed.

4.1.6

4.1.6.1 No individual external aerials (including satellite television aerials) or wireless masts shall be permitted in or on any part of a Block and the Block Proprietors shall be entitled only to connect to the common aerial socket and communal satellite dish provided for this purpose. The satellite dish on Westerlea House is for the exclusive use of the Proprietors of Westerlea House and the Chalet. The satellite dish on the Stables is for the exclusive use of the Proprietors of the Stables and the Mews.

4.1.6.2 No clothes lines, projecting poles, drying clothes or linens shall be suspended from the windows or walls of any part of a Block or from any balconies forming part thereof.

4.1.6.3 No garbage cans, ash buckets or other forms of refuse receptacle shall be permitted anywhere on the Development Subjects other than in the Refuse Stores provided or on any Plot.

4.1.6.4 The Refuse Stores shall be used only for the storage of refuse.

4.1.6.5 The Cycle Stores shall be used only for the storage of bicycles.

4.1.6.6 No barbeques are permitted on balconies or terraces.

4.1.7 No poultry, ducks, pigeons, rabbits, bees or other animals or livestock shall be kept in, on or about the Development Subjects or the buildings thereon. The Proprietors shall each be entitled to keep dogs and/or cats (subject to a maximum of two outdoor pets) but that only provided that such pets shall not prove a nuisance to other Proprietors, that all dogs are kept on a lead at all times when on Development Common Property and that they are not, at any time, allowed to run unfettered within the Development Common Property or to foul any part of the Development Subjects. The Proprietor shall not be entitled to breed any animals including domestic pets, whether commercially or not.

4.1.8 The Proprietors of the Gardens shall not use their respective Gardens for any purpose other than as ornamental or garden ground. All private hedges surrounding Gardens shall be maintained at approximately 1.2 metres in height. Any storage units, such as garden sheds, erected in any Garden must be no taller than 1.2 metres.

4.1.9 Each Proprietor of a Garden is prohibited from selling, leasing or disposing of the Garden effeiring to their Dwellinghouse or any part or parts thereof separately from that Dwellinghouse.

Obligation to Maintain

4.1.10 The Proprietor of each Dwellinghouse shall maintain his property in a good state of repair and decoration and shall take all appropriate steps, either by himself or in conjunction with others, to prevent damage to the fabric of the same and/or the Block, if any, of which it forms part, which may prejudice the stability thereof or create a nuisance to other Proprietors and in particular but without prejudice to the foregoing generality by control of vermin and immediate treatment of any dry rot, wet rot or infestation by wood boring insects which may be detected and the repair of any damage to water pipes or other services, pipes or wires. Any Proprietor who fails to take timeous and adequate measures to prevent or repair such damage or defects including notification to adjoining Proprietors whose property may be affected will be liable for any damage caused as a result of such failure.

4.1.11 The Proprietors of the Gardens shall each maintain their respective Gardens in a neat and tidy condition and free from all rubbish and weeds.

4.1.12 In the event that any tree, plant or shrub planted by the Developer within any Garden dies or requires to be removed, they shall be replaced by the Proprietor of that Garden with a tree, plant or shrub of the same species.

4.1.13 In the event that any tree, plant or shrub planted by the Developer within the Development Common Property dies or requires to be removed, they shall be replaced with a tree, plant or shrub of the same species.

Common Property

4.1.14 The Proprietors shall have a pro indiviso right of common property with each and every other Proprietor in the Development in and to the Development Common Property.

4.1.14.1 The Proprietors shall be liable jointly and severally with each other for the maintenance of the Development Common Property and each Dwellinghouse shall be burdened with an equal one forty third share of the expense of such maintenance as specified by the Managing Agents of the Development Common Property.

4.1.14.2 After the Developer has sold all the Dwellinghouses, the Proprietors of any ten Dwellinghouses or the Managing Agents shall have power to call a meeting of the Proprietors of the Dwellinghouses to be held at such convenient time and place as the convenors of the said meeting shall determine and of which time and place at least 14 days' notice, in writing, shall be given by or on behalf of the said convenors to the Proprietors of the Dwellinghouses and at any meeting so convened any of the Proprietors may be represented by a mandatory. The quorum of a meeting of the Proprietors shall be any sixteen such Proprietors or their mandatories. The

Proprietors present at such meeting or their mandatories shall be entitled to one vote for each Dwellinghouse owned by them or their principals. Declaring that, in the event of any of the said Dwellinghouses being owned by two or more persons, only one of such owners shall be entitled to vote and in no case may more than one vote be allowed in respect of a single Dwellinghouse. It shall be competent at any relevant meeting, by a majority of the votes of those present; (First) to order to be executed any common or mutual operations, maintenance or other works to any Development Common Property; (Second) to make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, cleaning, use and enjoyment of any Development Common Property; (Third) to delegate to the Managing Agents full right, power and authority to take charge of all matters pertaining to the maintenance and preservation of any Development Common Property and the employment of labour thereanent; (Fourth) to instruct the collection by the Managing Agents of the Development Common Charges from each Proprietor and the accounting by the Managing Agents for his intromissions therewith; (Fifth) to determine, if necessary, the apportionment of the cost of the common electricity supply to the Development Common Property and the electricity used in connection therewith; (Sixth) to determine the amount of the Managing Agents' remuneration and the annual maintenance charge relating to the maintenance of the Development Common Property from time to time; (Seventh) to remove the Managing Agents and to appoint another in their place; and (Eighth) to deal with any other matter which the conveners of the meeting shall consider necessary or desirable for the benefit of the Proprietors of the Development or any part thereof or the Development Common Property.

4.1.15 Each Proprietor shall be liable to pay a share (as aftermentioned) of the remuneration of the Managing Agents.

Block Common Property

4.2 The following real burdens contained in this Condition 4.2 which apply to each Block as a Community, shall be and are hereby created real burdens enforceable as Community Burdens by the Proprietors of all the Flats in the relevant Block as units in the Community in terms of section 27 of the 2003 Act and are enforceable by the Proprietors of each Flat in the relevant Block including the Developer while the Developer retains ownership of any Flat in the relevant Block.

Obligation to Maintain

4.2.1 The Proprietor of each Flat in a Block shall maintain the Block Common Property in a good state of repair and decoration and take all appropriate steps either by himself or in conjunction with others to prevent damage to the fabric of the same and/or the Block, which may prejudice the stability thereof or which may create a nuisance to other Proprietors of Flats within the Block.

Common Property

4.2.2

4.2.2.1 The Proprietor of each Flat in a Block shall have a pro indiviso right of common property with each and every other Proprietor of a Flat in the relevant Block to the Block Common Property.

4.2.2.2 The Proprietor of each Flat in a Block shall be liable jointly and severally with the Proprietors of the other Flats in the Block for the Block Common Charges and each Flat shall be burdened with the percentage share allocated to such Flat as set out in the Schedule of the expense of such maintenance of the Block Common Property.

4.2.3 After the Developer has sold all the Flats in a Block, the Proprietors of any two Flats in the Block or the Managing Agents shall have power to call a meeting of the Proprietors of Flats in the Block to be held at such reasonably convenient time and place as the conveners of said meeting may determine and of which time and place at least 14 days' notice, in writing, shall be given by or on behalf of the said conveners to the Proprietors of Flats in the Block and at any meeting so convened any of the Proprietors of Flats in the Block may be represented by a mandatory. The quorum of the meeting of the Proprietors of Flats in the Block shall be 50% of all Proprietors in the Block or their mandatories. The Proprietors present at such meeting or their mandatories shall be entitled to one vote for each Flat in the Block owned by them, or their principals. Declaring that in the event of any of the said Flats being owned by two or more persons only one of such owners shall be entitled to vote and in no case may more than one vote be allowed in respect of a single Flat. It shall be competent at any relevant meeting by a majority of the votes of those present; (First) to order to be executed any common or mutual operations, maintenance or other works to any Block Common Property including external paintwork; (Second) to make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, cleaning, use and enjoyment of the Block Common Property; (Third) to delegate to the Managing Agents full right, power and authority to take charge of all matters pertaining to the maintenance and preservation of any Block Common Property and the employment of labour thereanent; (Fourth) to instruct the collection by the Managing Agents of the costs incurred by the Managing Agents in maintaining the Block Common Property, including, without prejudice to that generality, the premiums in respect of all or any insurances instructed in respect of the Block Common Property, from each Proprietor in the Block and the accounting by the Managing Agents for their intromissions therewith; (Fifth) to determine, if necessary, the apportionment of the cost of the common electricity supply to the Block Common Property and the electricity used in connection therewith; and (Sixth) to deal with any other matter which the conveners of the meeting shall consider necessary or desirable for the benefit of the Proprietors of Flats within the Block or the Block Common Property or any part thereof.

Block A Car Park

4.3 The following real burdens contained in this Condition 4.3 which apply to the Block A Car Park as a Community shall be and are hereby created real burdens enforceable as Community Burdens by the Proprietors of the Block A Car Park as units in the Community in terms of section 27 of the 2003 Act and are enforceable by the Proprietors of the Block A Car Park including the Developer while the Developer retains the ownership of any part of the Block A Car Park.

Obligation to Maintain

4.3.1 Each Proprietor who owns a share of the Block A Car Park shall maintain it in a good state of repair and decoration and take all appropriate steps either by himself or in conjunction with others to prevent damage to the fabric of the same, which may prejudice the stability thereof or which may create a nuisance to other Proprietors.

Common Property

4.3.2

4.3.2.1 The Proprietor of each Flat in Block A and Flats 1, 4 and 6 in Westerlea House shall have a pro indiviso right of common property with each and every other said Proprietor to the Block A Car Park.

4.3.2.2 The Proprietor of each Flat in Block A and Flats 1, 4 and 6 in Westerlea House shall be liable jointly and severally with each other for the maintenance of the Block A Car Park and each Flat in Block A and Flats 1, 4 and 6 Westerlea House shall be burdened with a one twelfth share for each car parking space exclusively conveyed to them of the expense of such maintenance of the Block A Car Park.

4.3.3 After the Developer has sold all the Flats in Block A and Flats 1, 4 and 6 in Westerlea House, the Proprietors of any three Flats in either of Block A or Flats 1,4 and 6 Westerlea House or the Managing Agents shall have power to call a meeting of the Proprietors of Block A Car Park to be held at such reasonably convenient time and place as the conveners of said meeting may determine and of which time and place at least 14 days' notice, in writing, shall be given by or on behalf of the said conveners to the Proprietors of said Flats and at any meeting so convened any of the Proprietors of said Flats may be represented by a mandatory. The quorum of the meeting of the Proprietors of said Flats shall be any seven such Proprietors or their mandatories. The Proprietors present at such meeting or their mandatories shall be entitled to one vote for each Flat owned by them, or their principals, in Block A or Westerlea House. Declaring that in the event of any of the said Flats being owned by two or more persons only one of such owner shall be entitled to vote and in no case may more than one vote be allowed in respect of a single Flat. It shall be competent at any relevant meeting by a majority of the votes of those present; (First) to order to be executed any common or mutual operations, maintenance or other works to any Block A Car Park including external paintwork; (Second) to make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, maintenance, use and enjoyment of any Block A Car Park; (Third) to delegate to the Managing Agents the full rights, power and authority to take charge of all matters pertaining to the maintenance and preservation of any Block A Car Park, and the employment of labour thereanent; (Fourth) to instruct the collection by the Managing Agents of the costs incurred by the Managing Agents in maintaining the Block A Car Park, including, without prejudice to that generality, the premiums in respect of all or any insurances instructed in respect of the Block A Car Park, from each Proprietor in Block A and the Proprietors of Flats 1, 4 and 6 in Westerlea House and the accounting by the Managing Agents for his intromissions therewith; (Fifth) to determine if necessary the apportionment of the cost of the common electricity supply to the Block A Car Park and the electricity used in connection therewith; and (Sixth) to deal with any other matter which the conveners of the meeting shall consider necessary or desirable for the benefit of the Proprietors of Flats within Block A and Westerlea House or any part thereof.

Block A Refuse Store

4.4 The following real burdens contained in this Condition 4.4 which apply to the Block A Refuse Store as a Community shall be and are hereby created real burdens enforceable as Community Burdens by the Proprietors of the Block A Refuse Store as units in the Community in terms of

section 27 of the 2003 Act and are enforceable by the Proprietors of the Block A Refuse Store including the Developer while the Developer retains the ownership of any part of the Block A Refuse Store.

Obligation to Maintain

4.4.1 Each Proprietor who owns a share of the Block A Refuse Store shall maintain it in a good state of repair and decoration and take all appropriate steps either by himself or in conjunction with others to prevent damage to the fabric of the same, which may prejudice the stability thereof or which may create a nuisance to other Proprietors.

Common Property

4.4.2

4.4.2.1 The Proprietor of each Flat in Block A and each Flat in Westerlea House shall have a pro indiviso right of common property with each and every other said Proprietor to the Block A Refuse Store.

4.4.2.2 The Proprietor of each Flat in Block A and each Flat in Westerlea House shall be liable jointly and severally with each other for the maintenance of the Block A Refuse Store and each Flat in Block A and Westerlea House shall be burdened with a one thirteenth share of the expense of such maintenance of the Block A Refuse Store.

4.4.3 After the Developer has sold all the Flats in Block A and Westerlea House, the Proprietors of any three Flats in either of Block A or Westerlea House or the Managing Agents shall have power to call a meeting of the Proprietors of Block A Refuse Store to be held at such reasonably convenient time and place as the conveners of said meeting may determine and of which time and place at least 14 days' notice, in writing, shall be given by or on behalf of the said conveners to the Proprietors of said Flats and at any meeting so convened any of the Proprietors of said Flats may be represented by a mandatory. The quorum of the meeting of the Proprietors of said Flats shall be any seven such Proprietors or their mandatories. The Proprietors present at such meeting or their mandatories shall be entitled to one vote for each Flat owned by them, or their principals, in Block A or Westerlea House. Declaring that in the event of any of the said Flats being owned by two or more persons only one of such owner shall be entitled to vote and in no case may more than one vote be allowed in respect of a single Flat. It shall be competent at any relevant meeting by a majority of the votes of those present; (First) to order to be executed any common or mutual operations, maintenance or other works to any Block A Refuse Store including external paintwork; (Second) to make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, maintenance, use and enjoyment of any Block A Refuse Store; (Third) to delegate to the Managing Agents the full rights, power and authority to take charge of all matters pertaining to the maintenance and preservation of any Block A Refuse Store, and the employment of labour thereanent; (Fourth) to instruct the collection by the Managing Agents of the costs incurred by the Managing Agents in maintaining the Block A Refuse Store, including, without prejudice to that generality, the premiums in respect of all or any insurances instructed in respect of the Block A Refuse Store, from each Proprietor in Block A and in Westerlea House and the accounting by the Managing Agents for his intromissions therewith; (Fifth) to determine if necessary the apportionment of the cost of the common electricity supply to the Block A

Refuse Store and the electricity used in connection therewith; and (Sixth) to deal with any other matter which the conveners of the meeting shall consider necessary or desirable for the benefit of the Proprietors of Flats within Block A and Westerlea House or any part thereof.

Stables Refuse Store

4.5 The following real burdens contained in this Condition 4.5 which apply to the Stables Refuse Store as a Community shall be and are hereby created real burdens enforceable as Community Burdens by the Proprietors of all the Dwellinghouses in the Mews, the Chalet and the Stables as units in the Community in terms of section 27 of the 2003 Act and are enforceable by the Proprietors of each Dwellinghouse at the Stables, the Chalet and the Mews including the Developer while the Developer retains the ownership of any such Dwellinghouses.

Obligation to Maintain

4.5.1 The Proprietor of each Dwellinghouse at the Stables, the Chalet and the Mews shall maintain the Stables Refuse Store in a good state of repair and decoration and shall take all appropriate steps, either by himself or in conjunction with others, to prevent damage to the fabric of the same, which may prejudice the stability thereof or create a nuisance to other Proprietors of such Dwellinghouses.

Common Property

4.5.2

4.5.2.1 The Proprietor of each Dwellinghouse in the Stables, the Chalet and the Mews shall have a pro indiviso right of common property with each and every other Proprietor of a Dwellinghouse there to the Stables Refuse Store.

4.5.2.2 The Proprietor of each Dwellinghouse at the Stables, the Chalet and the Mews shall be liable jointly and severally with the other Proprietors of such Dwellinghouses for the maintenance of the Stables Refuse Store and each Dwellinghouse shall be burdened with an equal one sixth share allocated to each Dwellinghouse.

After the Developer has sold all the Dwellinghouses at the Mews, the Chalet and the Stables, the Proprietors of any two Dwellinghouses at the Mews, the Chalet and/or the Stables or the Managing Agents shall have power to call a meeting of such Proprietors to be held at such reasonably convenient time and place as the conveners of said meeting may determine and of which time and place at least 14 days' notice, in writing, shall be given by or on behalf of the said conveners to the Proprietors of said Dwellinghouses and at any meeting so convened any of the Proprietors of Dwellinghouses at the Mews, the Chalet and/or the Stables may be represented by a mandatory. The quorum of a meeting of the said Proprietors shall be any three such Proprietors or their mandatories. The Proprietors present at such meeting or their mandatories shall be entitled to one vote for each Dwellinghouse at the Stables, the Chalet and/or the Mews owned by them, or their principals. Declaring that in the event of any of the said Dwellinghouses being owned by two or more persons only one of such owners shall be entitled to vote and in no case may more than one vote be allowed in respect of a single Dwellinghouse. It shall be competent at any relevant meeting by a majority of the votes of those present; (First) to order to be executed any common or mutual operations, maintenance or other

works to any Stables Refuse Store including external paintwork; (Second) to make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, cleaning, use and enjoyment of the Stables Refuse Store; (Third) to delegate to the Managing Agents full right, power and authority to take charge of all matters pertaining to the maintenance and preservation of the Stables Refuse Store and the employment of labour thereanent; (Fourth) to instruct the collection by the Managing Agents of the cost of maintaining the Stables Refuse Store, including, without prejudice to that generality the premiums in respect of all or any insurances instructed in respect of the Stables Refuse Store, from each Proprietor in the Mews, the Chalet and/or Stables and the accounting by the Managing Agents for their intromissions therewith; (Fifth) to determine, if necessary, the apportionment of the cost of the common electricity supply to the Stables Refuse Store and the electricity used in connection therewith, and (Sixth) to deal with any other matter which the conveners of the meeting shall consider necessary or desirable for the benefit of the Proprietors of Dwellinghouses within the Mews, the Chalet and/or the Stables or the Stables Refuse Store or any part thereof.

Block B & C Common Property

4.6 The following real burdens contained in this Condition 4.6 which apply to the Block B & C Common Property as a Community shall be and are hereby created real burdens enforceable as Community Burdens by the Proprietors of Flats in Block B and Block C as units in the Community in terms of section 27 of the 2003 Act and are enforceable by the Proprietors of each Flat in Block B and Block C including the Developer while the Developer retains the ownership of any Flat in Block B or Block C.

Obligation to Maintain

4.6.1 The Proprietor of each Flat in Block B and each Flat in Block C shall maintain the Block B & C Common Property in a good state of repair and decoration and shall take all appropriate steps, either by himself or in conjunction with others, to prevent damage to the fabric of the same, which may prejudice the stability thereof or create a nuisance to other Proprietors of Flats within Block B and/or Block C.

Common Property

4.6.2

4.6.2.1 Each Proprietor of a Flat in Block B or Block C shall have a pro indiviso right of common property with each and every other Proprietor of a Flat in Block B or Block C to the Block B & C Common Property.

4.6.2.2 Each Proprietor of a Flat in Block B or Block C shall be liable jointly and severally with the other such Proprietors for an equal share of the maintenance of the Block B & C Common Property.

4.6.3 After the Developer has sold all the Flats in Block B and Block C, the Proprietors of any three such Proprietors or the Managing Agents shall have power to call a meeting of the Block B & C Common Property Proprietors to be held at such reasonably convenient time and place as the conveners of said meeting may determine and of which time and place at least 14 days' notice, in writing, shall be given by or on behalf of the said conveners to the said Proprietors

and at any meeting so convened any of the said Proprietors may be represented by a mandatory. The quorum of a meeting of the said Proprietors shall be any twelve such Proprietors or their mandatories. The Proprietors present at such meeting or their mandatories shall be entitled to one vote for each Flat owned by them, or their principals. Declaring that in the event of any of the said Flats being owned by two or more persons only one of such owners shall be entitled to vote and in no case may more than one vote be allowed in respect of a single Flat. It shall be competent at any relevant meeting by a majority of the votes of those present; (First) to order to be executed any common or mutual operations, maintenance or other works to any part of the Block B & C Common Property; (Second) to make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, cleaning, use and enjoyment of the Block B & C Common Property; (Third) to delegate to the Managing Agents full right, power and authority to take charge of all matters pertaining to the maintenance and preservation of the Block B & C Common Property; (Fourth) to instruct the collection by the Managing Agents of the cost of maintaining the Block B & C Common Property from each Block B or Block C Proprietor and the accounting by the Managing Agents for their intromissions therewith; (Fifth) to determine, if necessary, the apportionment of the cost of the common electricity supply to the Block B & C Common Property and the electricity used in connection therewith; and (Sixth) to deal with any other matter which the conveners of the meeting shall consider necessary or desirable for the benefit of the said Proprietors.

Mews/Stables Car Park

4.7 The following real burdens contained in this Condition 4.7 which apply to the Mews/Stables Car Park as a Community shall be and are hereby created real burdens enforceable as Community Burdens by the Proprietors of the Mews/Stables Car Park as units in the Community in terms of section 27 of the 2003 Act and are enforceable by the Proprietors of the Mews/Stables Car Park including the Developer while the Developer retains the ownership of any part of the Mews/Stables Car Park.

Obligation to Maintain

4.7.1 Each Proprietor who owns a share of the Mews/Stables Car Park shall maintain it in a good state of repair and decoration and take all appropriate steps either by himself or in conjunction with others to prevent damage to the fabric of the same, which may prejudice the stability thereof or which may create a nuisance to other Proprietors.

Common Property

4.7.2

4.7.2.1 The Proprietor of each of the Mews and the Stables and Flats 2 and 5 in Westerlea House shall have a pro indiviso right of common property with each and every other said Proprietor to the Mews/Stables Car Park.

4.7.2.2 The Proprietor of each of the Mews and the Stable and Flats 2 and 5 in Westerlea House shall be liable jointly and severally with each other for the maintenance of the Mews/Stables Car Park and each of the Mews and the Stables and Flats 2 and 5 Westerlea

House shall be burdened with a one twelfth share for each car parking space exclusively conveyed to them of the expense of such maintenance of the Mews/Stables Car Park.

4.7.3 After the Developer has sold all the Mews and the Stables and Flats 2 and 5 in Westerlea House, the Proprietors of any three of those Dwellinghouses or the Managing Agents shall have power to call a meeting of the Proprietors of all of those Dwellinghouses to be held at such reasonably convenient time and place as the conveners of said meeting may determine and of which time and place at least 14 days' notice, in writing, shall be given by or on behalf of the said conveners to the Proprietors of those Dwellinghouses and at any meeting so convened any of the Proprietors of said Dwellinghouses may be represented by a mandatory. The quorum of the meeting of the Proprietors of said Dwellinghouses shall be any four such Proprietors or their mandatories. The Proprietors present at such meeting or their mandatories shall be entitled to one vote for each Dwellinghouse owned by them, or their principals, in the Mews, Stables or Flats 2 and 5 Westerlea House. Declaring that in the event of any of the said Dwellinghouses being owned by two or more persons only one of such owner shall be entitled to vote and in no case may more than one vote be allowed in respect of a single Dwellinghouse. It shall be competent at any relevant meeting by a majority of the votes of those present; (First) to order to be executed any common or mutual operations, maintenance or other works to any Mews/Stables Car Park including external paintwork; (Second) to make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, maintenance, use and enjoyment of any Mews/Stables Car Park; (Third) to delegate to the Managing Agents the full rights, power and authority to take charge of all matters pertaining to the maintenance and preservation of any Mews/Stables Car Park, and the employment of labour thereanent; (Fourth) to instruct the collection by the Managing Agents of the costs incurred by the Managing Agents in maintaining the Mews/Stables Car Park, including, without prejudice to that generality, the premiums in respect of all or any insurances instructed in respect of the Mews/Stables Car Park, from each Proprietor in the Mews, Stables and the Proprietors of Flats 2 and 5 in Westerlea House and the accounting by the Managing Agents for his intromissions therewith; (Fifth) to determine if necessary the apportionment of the cost of the common electricity supply to the Mews/Stables Car Park and the electricity used in connection therewith; and (Sixth) to deal with any other matter which the conveners of the meeting shall consider necessary or desirable for the benefit of the Proprietors of the Mews and Stables and Flats 2 and 5 of Westerlea House or any part thereof.

Mews/Stables Common Property

4.8 The following real burdens contained in this Condition 4.8 which apply to the Mews and Stables Common Property as a Community shall be and are hereby created real burdens enforceable as Community Burdens by the Proprietors of all the Dwellinghouses in the Mews and the Stables as units in the Community in terms of section 27 of the 2003 Act and are enforceable by the Proprietors of each Dwellinghouse at the Stables and the Mews including the Developer while the Developer retains the ownership of any such Dwellinghouses.

Obligation to Maintain

4.8.1 The Proprietor of each Dwellinghouse at the Stables and the Mews shall maintain the Mews/Stables Common Property in a good state of repair and decoration and shall take all appropriate steps, either by himself or in conjunction with others, to prevent damage to the

fabric of the same, which may prejudice the stability thereof or create a nuisance to other Proprietors of such Dwellinghouses.

Common Property

4.8.2

4.8.2.1 The Proprietor of each Dwellinghouse in the Stables and the Mews shall have a pro indiviso right of common property with each and every other Proprietor of a Dwellinghouse there to the Mews/ Stables Common Property.

4.8.2.2 The Proprietor of each Dwellinghouse at the Stables and the Mews shall be liable jointly and severally with the other Proprietors of such Dwellinghouses for the maintenance of the Mews/ Stables Common Property and each Dwellinghouse shall be burdened with an equal one fifth share allocated to each Dwellinghouse.

4.8.3 After the Developer has sold all the Dwellinghouses at the Mews and the Stables, the Proprietors of any two Dwellinghouses at the Mews and/or the Stables or the Managing Agents shall have power to call a meeting of such Proprietors to be held at such reasonably convenient time and place as the conveners of said meeting may determine and of which time and place at least 14 days' notice, in writing, shall be given by or on behalf of the said conveners to the Proprietors of said Dwellinghouses and at any meeting so convened any of the Proprietors of Dwellinghouses at the Mews or the Stables may be represented by a mandatory. The quorum of a meeting of the said Proprietors shall be any three such Proprietors or their mandatories. The Proprietors present at such meeting or their mandatories shall be entitled to one vote for each Dwellinghouse at the Stables and/or the Mews owned by them, or their principals. Declaring that in the event of any of the said Dwellinghouses being owned by two or more persons only one of such owners shall be entitled to vote and in no case may more than one vote be allowed in respect of a single Dwellinghouse. It shall be competent at any relevant meeting by a majority of the votes of those present; (First) to order to be executed any common or mutual operations, maintenance or other works to any Mews/Stables Common Property including external paintwork; (Second) to make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, cleaning, use and enjoyment of any Mews/Stables Common Property; (Third) to delegate to the Managing Agents full right, power and authority to take charge of all matters pertaining to the maintenance and preservation of any Mews/Stables Common Property and the employment of labour thereanent; (Fourth) to instruct the collection by the Managing Agents of the cost of maintaining the Mews/Stables Common Property, including, without prejudice to that generality the premiums in respect of all or any insurances instructed in respect of the Mews/Stables Common Property, from each Proprietor in the Mews and/or Stables and the accounting by the Managing Agents for their intromissions therewith; (Fifth) to determine, if necessary, the apportionment of the cost of the common electricity supply to the Mews/Stables Common Property and the electricity used in connection therewith, and (Sixth) to deal with any other matter which the conveners of the meeting shall consider necessary or desirable for the benefit of the Proprietors of Dwellinghouses within the Mews and/or the Stables or the Mews/Stables Common Property or any part thereof.

Mews Common Property

4.9 The following real burdens contained in this Condition 4.9 which apply to the Mews Common Property as a Community shall be and are hereby created real burdens enforceable as Community Burdens by the Proprietors of the Mews Common Property as units in the Community in terms of section 27 of the 2003 Act and are enforceable by the Proprietors of the Mews including the Developer while the Developer retains the ownership of any part of the Mews Common Property.

Obligation to Maintain

4.9.1 Each Proprietor who owns a share of the Mews Common Property shall maintain it in a good state of repair and decoration and take all appropriate steps either by himself or in conjunction with others to prevent damage to the fabric of the same, which may prejudice the stability thereof or which may create a nuisance to other Proprietors.

Common Property

4.9.2

4.9.2.1 The Proprietor of each Mews shall have a pro indiviso right of common property with each and every other said Proprietor to the Mews Common Property

4.9.2.2 The Proprietor of each Mews shall be liable jointly and severally with each other for the maintenance of the Mews Common Property and each Proprietor of the Mews shall be burdened with a one third share of the expense of such maintenance of the Mews Common Property.

4.9.3 After the Developer has sold all the Dwellinghouses within the Mews, the Proprietors of any two Dwellinghouses or the Managing Agents shall have power to call a meeting of the Proprietors of Mews Common Property to be held at such reasonably convenient time and place as the conveners of said meeting may determine and of which time and place at least 14 days' notice, in writing, shall be given by or on behalf of the said conveners to the Proprietors of the Mews and at any meeting so convened any of the Proprietors of the Mews may be represented by a mandatory. The quorum of the meeting of the Proprietors of the Mews shall be any two such Proprietors or their mandatories. The Proprietors present at such meeting or their mandatories shall be entitled to one vote for each Dwellinghouse owned by them, or their principals. Declaring that in the event of any of the said Dwellinghouses being owned by two or more persons only one of such owner shall be entitled to vote and in no case may more than one vote be allowed in respect of a single Dwellinghouse. It shall be competent at any relevant meeting by a majority of the votes of those present; (First) to order to be executed any common or mutual operations, maintenance or other works to any Mews Common Property including external paintwork or repairs to fencing; (Second) to make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, maintenance, use and enjoyment of the Mews Common Property; (Third) to delegate to the Managing Agents the full rights, power and authority to take charge of all matters pertaining to the maintenance and preservation of the Mews Common Property, and the employment of labour thereanent; (Fourth) to instruct the collection by the Managing Agents of the costs incurred by the Managing Agents in maintaining the Mews Common Property, including, without prejudice to that generality, the premiums in respect of all or any insurances instructed in respect of the Mews Common Property, from each Proprietor in the Mews and the accounting

by the Managing Agents for his intromissions therewith; (Fifth) to determine if necessary the apportionment of the cost of the common electricity supply to the Mews Common Property (if any) and the electricity used in connection therewith; and (Sixth) to deal with any other matter which the conveners of the meeting shall consider necessary or desirable for the benefit of the Proprietors of the Mews or any part thereof.

Chalet Cycle Store

4.10 The following real burdens contained in this Condition 4.10 which apply to the Chalet Cycle Store as a Community shall be and are hereby created real burdens enforceable as Community Burdens by the Proprietors of all the Dwellinghouses in the Mews, Westerlea House, the Chalet and the Stables as units in the Community in terms of section 27 of the 2003 Act and are enforceable by the Proprietors of each Dwelling house at the Stables, Westerlea House, the Chalet and the Mews including the Developer while the Developer retains the ownership of any such Dwellinghouses.

Obligation to Maintain

4.10.1 The Proprietor of each Dwellinghouse at the Stables, Westerlea House, the Chalet and the Mews shall maintain the Chalet Cycle Store in a good state of repair and decoration and shall take all appropriate steps, either by himself or in conjunction with others, to prevent damage to the fabric of the same, which may prejudice the stability thereof or create a nuisance to other Proprietors of such Dwellinghouses.

Common Property

4.10.2

4.10.2.1 The Proprietor of each Dwellinghouse in the Stables,

Westerlea House, the Chalet and the Mews shall have a pro indiviso right of common property with each and every other Proprietor of a Dwellinghouse there to the Chalet Cycle Store.

4.10.2.2 The Proprietor of each Dwellinghouse at the Stables, Westerlea House, the Chalet and the Mews shall be liable jointly and severally with the other Proprietors of such Dwellinghouses for the maintenance of the Chalet Cycle Store and each Dwellinghouse shall be burdened with an equal one twelfth share allocated to each Dwellinghouse.

4.10.3 After the Developer has sold all the Dwellinghouses at the Mews, Westerlea House, the Chalet and the Stables, the Proprietors of any two Dwellinghouses at the Mews, Westerlea House, the Chalet and/or the Stables or the Managing Agents shall have power to call a meeting of such Proprietors to be held at such reasonably convenient time and place as the conveners of said meeting may determine and of which time and place at least 14 days' notice, in writing, shall be given by or on behalf of the said conveners to the Proprietors of said Dwellinghouses and at any meeting so convened any of the Proprietors of Dwellinghouses at the Mews, Westerlea House, the Chalet or the Stables may be represented by a mandatory. The quorum of a meeting of the said Proprietors shall be any six such Proprietors or their mandatories. The Proprietors present at such meeting or their mandatories shall be entitled to one vote for each Dwellinghouse at the Stables, Westerlea House, the Chalet and/or the Mews

owned by them, or their principals. Declaring that in the event of any of the said Dwellinghouses being owned by two or more persons only one of such owners shall be entitled to vote and in no case may more than one vote be allowed in respect of a single Dwellinghouse. It shall be competent at any relevant meeting by a majority of the votes of those present; (First) to order to be executed any common or mutual operations, maintenance or other works to the Chalet Cycle Store including external paintwork; (Second) to make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, cleaning, use and enjoyment of the Chalet Cycle Store; (Third) to delegate to the Managing Agents full right, power and authority to take charge of all matters pertaining to the maintenance and preservation of the Chalet Cycle Store and the employment of labour thereanent; (Fourth) to instruct the collection by the Managing Agents of the cost of maintaining the Chalet Cycle Store, including, without prejudice to that generality the premiums in respect of all or any insurances instructed in respect of the Chalet Cycle Store, from each Proprietor in the Mews, Westerlea House, the Chalet and/or Stables and the accounting by the Managing Agents for their intromissions therewith; (Fifth) to determine, if necessary, the apportionment of the cost of the common electricity supply to the Chalet Cycle Store and the electricity used in connection therewith, and (Sixth) to deal with any other matter which the conveners of the meeting shall consider necessary or desirable for the benefit of the Proprietors of Dwellinghouses within the Mews, Westerlea House, the Chalet and/or the Stables or the Chalet Cycle Store or any part thereof,

Lifts

4.11 The following real burdens contained in this Condition 4.9 which apply to the Lift in each Lift Block as a Community shall be and are hereby created real burdens enforceable as Community Burdens by the Lift Proprietors in the relevant Lift Block as units in the Community in terms of section 27 of the 2003 Act and are enforceable by the Lift Proprietors in the relevant Lift Block including the Developer while the Developer retains the ownership of any such Flats.

Obligation to Maintain

4.11.1 Each Lift Proprietor shall ensure that no item of any kind causing an obstruction shall be left in the Lift or outside the doors of the Lift.

4.11.2 Each Lift Proprietor shall ensure no garbage cans or buckets or bags or any other form of refuse receptacle or any other articles of any nature shall be permitted to be left in the Lift.

4.11.3 Each Lift Proprietor shall maintain the Lift in the relevant Lift Block and shall be bound to concur with entering into Lift Maintenance Contracts.

4.11.4 The Lift Proprietors shall be bound to give free access to the Lift to any person necessary for the purpose of inspection and maintenance thereof.

Common Property

4.11.5

4.11.5.1 Each Lift Proprietor in Block A shall have a one-fifth pro indiviso right of common property with the other Lift Proprietors in Block A in and to the Lift in Block A.

4.11.5.2 Each Lift Proprietor in Block B shall have a one-tenth pro indiviso right of common property with the other Lift Proprietors in Block B in and to the Lift in Block B.

4.11.5.3 Each Lift Proprietor in Block C shall have a one-ninth pro indiviso right of common property with the other Lift Proprietors in Block C in and to the Lift in Block C.

4.11.5.4 The Lift Proprietors in each Lift Block shall be liable jointly and severally with the other Lift Proprietors in the relevant Block for the Lift Maintenance Costs and each Flat shall be burdened with an equal share thereof, as specified by the Managing Agents.

4.11.6 After the Developer has sold all the Flats in the relevant Lift Block, any two Lift Proprietors in the relevant Lift Block or the Managing Agents shall have power to call a meeting of such Proprietors to be held at such reasonably convenient time and place as the conveners of said meeting may determine and of which time and place at least 14 days' notice, in writing, shall be given by or on behalf of the said conveners to the Proprietors of said Flats and at any meeting so convened any of the Lift Proprietors may be represented by a mandatory. The quorum of a meeting of the said Lift Proprietors shall be at least 50% of such Proprietors or their mandatories. The Proprietors present at such meeting or their mandatories shall be entitled to one vote for each Flat with responsibility for a Lift in the relevant Block owned by them, or their principals. Declaring that in the event of any of the said Flats being owned by two or more persons only one of such owners shall be entitled to vote and in no case may more than one vote be allowed in respect of a single Flat. It shall be competent at any relevant meeting by a majority of the votes of those present; (First) to order to be executed any common or mutual operations, maintenance or other works to the Lift; (Second) to make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, cleaning, use and enjoyment of the Lift; (Third) to delegate to the Managing Agents full right, power and authority to take charge of all matters pertaining to the maintenance and preservation of the Lift and the employment of labour thereanent; (Fourth) to instruct the collection by the Managing Agents of the Lift Maintenance Costs from each Lift Proprietor in the relevant Lift Block and the accounting by the Managing Agents for their intromissions therewith; (Fifth) to determine, if necessary, the apportionment of the cost of the common electricity supply to the Lift and the electricity used in connection therewith, and (Sixth) to determine the amount of the annual maintenance charge relating to the maintenance of the Lift from time to time; and (Seventh) to deal with any other matter which the conveners of the meeting shall consider necessary or desirable for the benefit of the Lift Proprietors.

4.12 Appointment of Contractors

4.12.1 Each Proprietor will be bound to concur in the appointment of a cleaning contractor through the Managing Agents for the regular cleaning and maintenance of the Block Common Property for the Block in which that Proprietor owns a Dwellinghouse.

4.12.2 Each Proprietor will be bound to concur in the appointment of a gardening and landscaping contractor through the Managing Agents for the regular care and maintenance of the planted and landscaped areas situated within the Development Common Property.

4.13 Managing Agents

4.13.1 The Proprietors shall, subject to the provisions of this Clause 4.13 be bound to appoint Managing Agents for such period as they shall determine and to have Managing Agents at all times. The Managing Agents appointed as aforesaid shall be entitled to charge their usual professional remuneration for their services to which the Proprietor of each Dwellinghouse shall be bound to contribute a one forty third share. The Managing Agents unless otherwise determined at a meeting properly convened shall have power during their appointment:-

4.13.1.1 To order and arrange to be executed any common or mutual operations, maintenance and other works to or of the Development Common Property and/or the Block Common Property and/or Other Common Property as they in their judgement shall consider necessary to implement their obligations and duties in terms hereof including the employment of labour in connection therewith.

4.13.1.2 To exercise the whole rights and powers which may be competently exercised by a majority of those present at any quorate meeting of the Proprietors provided for in this Deed of Conditions.

4.13.1.3 To decide on, take out and maintain the Common Insurance policy or policies required in terms of Condition 4.14 hereof.

4.13.1.4 To decide on and enter into any Lift Maintenance Contracts, cleaning contracts and landscaping contracts as the Managing Agents consider appropriate.

4.13.2 For the period of two years from the date of initial appointment or until all the Dwellinghouses have been sold, if earlier, the Developer shall have the right to appoint the Managing Agents. The foregoing burden in favour of the Developer to appoint a manager is declared to be a manager burden.

4.13.3 The Developer will appoint Ross & Liddell Ltd of 6 Clifton Terrace, Edinburgh EH12 5DR to be the initial Managing Agents

4.14 Insurance and Service Charge

4.14.1 The Proprietors shall each pay (to the Managing Agents) annually in advance the share or shares referable to each Proprietor of the insurance premiums in respect of the common insurance policy or policies referred to in Conditions 4.14.2 and 4.14.3 of this Deed.

4.14.2 In respect of each Year, each Proprietor shall pay

4.14.2.1 an equal share of the Development Common Charges;

4.14.2.2 the share provided for in this Deed of Conditions of the costs incurred by the Managing Agents in maintaining the Block Common Property and/or the Other Common Property for the Proprietor's Flat (if any) and in terms of any Lift Maintenance Contracts (if any) for the Block in which the Proprietor's Flat is situated;

4.14.2.3 the share provided for in Condition 4.13.1 of this Deed of Conditions of the remuneration of the Managing Agents payable in respect of the performance of the Managing

Agents' functions in relation to the Development Common Property and/or the Block Common Property and/or Other Common Property and/or the Lifts;

4.14.2.4 the proportionate and/or equal share in common with any other Proprietors concerned of any other remunerations, outlays, charges (including without prejudice to the foregoing generality cleaning and lighting charges) expenses and fees for work done or undertaken and services rendered and of any other sums for which the Proprietors or any of them may become liable in terms of or in furtherance of the provisions herein contained or the provisions of the Dispositions of Dwellinghouses, declaring for the avoidance of any doubt that if this Deed of Conditions does not specify otherwise, the Managing Agents will conclusively determine the appropriate share payable by the relevant Proprietors on a fair and equitable basis.

4.14.3 The Proprietors shall each pay to the Managing Agents annually in advance a sum estimated by the Managing Agents (and notified to the Proprietors) as being the amount due by each of the Proprietors in respect of the matters referred to in Condition 4.14.2.

4.14.4 As soon as reasonably practicable after the end of each Year the Managing Agents shall calculate and notify the Proprietors of the actual (as distinct from the estimated) costs payable by each Proprietor in respect of the matters referred to in Condition 4.14.2.

4.14.5 If for any Year in respect of any Proprietor the Estimated Payment is greater than the Actual Payment, then the surplus shall be carried forward and applied for the purposes referred to in Condition 4.14.2 in the ensuing Year; and if the Actual Payment is greater than the Estimated Payment, then the Proprietor in question shall pay the shortfall to the Managing Agents within 28 days of demand.

4.14.6 In the event that a Proprietor does not make payment to the Managing Agents of any sum due by that Proprietor timeously, the Managing Agents are entitled to charge interest on the late payment at the Interest Rate.

4.14.7 The Managing Agents shall be entitled to make payment of the said insurance premiums, remunerations, outlays, charges, expenses, fees or other sums payable in respect of any of the Development Common Property and/or the Block Common Property and/or Other Common Property, and/or the Lifts to whomsoever is entitled to receive payment therefor. In the event of any Proprietors failing to make payment of their share of the insurance premiums, the Estimated Payment or the Actual Payment (or any part thereof) within one month after payment of the same is demanded by the Managing Agents, the Managing Agents shall (without prejudice to any other rights and remedies of the other Proprietors) be entitled to sue for and recover the same in their own name from the Proprietor concerned so failing together with all expenses incurred in connection therewith and in the event of the Managing Agents being unable to recover from the Proprietor in question the share of the insurance premiums, the Estimated Payment or, as the case may be, the Actual Payment (or any part thereof), then such sum as aforesaid and any reasonable legal fees and expenses incurred in trying to recover same shall become a debt due by the other Proprietors of the Dwellinghouses, or as the case may be, within the Block in question; Declaring that since the Managing Agents will require to advance the sums necessary to meet such costs and other common items, charges, insurance premiums and others in terms of these presents, each of the Proprietors shall deposit in the event of the first sale of a Dwellinghouse with the Developer at or prior to entry for onward transmission to the Managing Agents and in the event of the subsequent sale with the Managing Agents within

one month of their entry to a Dwellinghouse the sum fixed by the Managing Agents to form a float from which said costs may be met; The said float shall be held by the Managing Agents in trust for behoof of the Proprietors within the Development for the foresaid purposes; In the event of a Proprietor selling any Dwellinghouse in his ownership such Proprietor shall be entitled to a refund of the sum or sums deposited with the Managing Agents under deduction of any proportion of the said costs as aforesaid due in respect of his Dwellinghouse always provided that the person to whom such Dwellinghouse is sold has deposited with the Managing Agents the deposit to be paid by such purchaser determined by the Managing Agent as aforesaid; For the avoidance of doubt no interest shall be payable to any Proprietor in relation to such deposit or float or any part thereof which may be refunded as aforesaid.

4.14.8 In addition, in the event of the carrying out of unforeseen works (whether as a result of an emergency or otherwise) instructed by the Managing Agents in terms of the provisions hereof or an underestimate of the Estimated Payment, the Managing Agents shall at any time and from time to time be entitled to require the Proprietors concerned to pay in addition to the Estimated Payment, the appropriate shares referable to such Proprietors of the cost of carrying out such unforeseen works or, as the case may be, an additional payment to account of any Estimated Payment, such amount to be paid within 28 days of demand.

4.14.9 Where necessary or appropriate the Managing Agents shall have authority to require that the Proprietors concerned make payment in advance of their respective shares of the cost of any major works.

4.14.10 The decision of the Managing Agents with regard to the apportionment of the cost of maintaining the Development Common Property, the Block Common Property, the Other Common Property, the Lifts and the insurance premiums and others shall be final except in the case of manifest or demonstrable error or fraud.

4.15 Insurance

4.15.1 The Plot Proprietors shall each be bound to keep their respective Plot, including, without prejudice to that generality, any Dwellinghouse, Parking Space, Garage and/or Other Common Property effecting thereto, insured under a Comprehensive Insurance Policy covering, without prejudice to that generality, inter alia the risk of Property Owners Liability, Fire, Explosion, Storm or Tempest, Flood, Riot and Civil Commotion with an established reputable Insurance Company for the full reinstatement value of the Plot and any Dwellinghouse, Parking Space Garage and/or Other Common Property effecting thereto (increased by fifteen per centum to cover Architects' and Surveyors' fees) and in the event of the Plot and/or the Dwellinghouse, Parking Space and/or Garage, if any, or any part or parts thereof being destroyed or damaged by fire or other insured cause the whole sum received from the Insurance Company shall be expended in repairing and restoring the property damaged or destroyed and in paying the said Architects' and Surveyors' fees; The insurances shall be arranged by and shall be in the name of the Managing Agents on behalf of the relevant Plot Proprietors and the holders of heritable and other securities over the same (if any) for their respective rights and interests; And in the event of the Plot or any parts thereof, being destroyed or damaged by fire or other insured cause the whole sum received from the Insurance Company shall be expended in repairing and restoring the property damaged or destroyed and in paying the said Architects' and Surveyors' fees; And the Proprietors affected by such damage or destruction shall be bound to restore the property

destroyed or damaged as aforesaid as also by any other cause within three years from the date of destruction or damage.

4.15.2 The Proprietors of Flats in Blocks shall be bound to keep the whole of their respective Blocks constantly insured against loss by fire and other risks normally insured against under a Common Comprehensive Insurance Policy and covering without prejudice to the generality inter alia the risks of Property Owners Liability, Fire, Explosion, Lightning, Storm or Tempest, Flood, Riot and Civil Commotion with an established reputable Insurance Company for the full reinstatement value of the Block in question (increased by fifteen per centum to cover Architects and Surveyors fees). The insurances shall be arranged by and shall be in the name of the Managing Agents on behalf of the relevant Block Proprietors and the holders of heritable and other securities over the same (if any) for their respective rights and interests; Declaring that in the event of any Block Proprietor using any part of the relevant Block for any purpose which shall occasion an increase in the rate of any premium, the relevant Flat Proprietor or Flat Proprietors so causing such increase or increases shall be bound to pay the whole of such increase or increases in the insurance premium and to relieve the remainder of the Proprietors of the Flats within the Block thereof; And in the event of the Flats or the Blocks or any parts thereof, respectively or any part thereof being destroyed or damaged by fire or other insured cause the whole sum received from the Insurance Company shall be expended in repairing and restoring the properly damaged or destroyed and in paying the said Architects' and Surveyors' fees; And the Flat Proprietors affected by such damage or destruction shall be bound to restore the property destroyed or damaged as aforesaid as also by any other cause within three years from the date of destruction or damage.

4.15.3 The Proprietors shall be bound to keep the Development Common Property constantly insured against loss by fire and other risks normally insured against under a Common Comprehensive Insurance Policy and covering without prejudice to the foregoing generality inter alia the risks of Property Owners Liability, Fire, Explosion, Lightning Storm or Tempest, Flood, Riot and Civil Commotion with an established reputable Insurance Company for the full reinstatement value of the Development Common Property. The insurances shall be arranged by and shall be in the name of the Managing Agents on behalf of all the Proprietors and the holders of heritable and other securities over the same (if any) for their respective rights and interests; Declaring that in the event of any Proprietor using any part of the Development Subjects for any purpose which shall occasion an increase in the rate of any premium payable in respect of such insurances, the Proprietor or Proprietors so causing such increase or increases shall be bound to pay the whole of such increase or increases in the insurance premium and to relieve the remainder of the Proprietors thereof; And in the event of the Development Common Property, or any part or parts thereof, being destroyed or damaged by fire or other insured cause the whole sum received from the Insurance Company shall be expended in repairing or restoring the property damaged or destroyed; And the Proprietors shall be bound to restore the property destroyed or damaged as aforesaid as also by any other cause within three years from the date of destruction or damage.

5 Servitudes

5.1 The following servitudes are imposed for the benefit of every Dwellinghouse as benefited properties on and over the relevant part or parts of the Development Subjects affected by the servitudes aftermentioned (such relevant part or parts being in each case the burdened property in respect of the servitude in question):

5.1.1 Each Proprietor of a Dwellinghouse shall have a servitude right of pedestrian access to and egress from his Dwellinghouse by means of those parts of the Development Common Property leading thereto;

5.1.2 The Proprietors shall have a servitude right of access for pedestrian and vehicular traffic over the Access Road for all necessary purposes;

5.1.3 Each Proprietor shall have a servitude right of access for pedestrian traffic over all footpaths and pavements within the Development Common Property for all necessary purposes;

5.1.4 Each Proprietor of a Dwellinghouse shall have a servitude right of access over property immediately adjoining the Dwellinghouse in question for the purpose of inspecting, cleaning, repairing or renewing his own Dwellinghouse, Garage, and/or Parking Space or any part thereof, subject to causing the minimum disruption reasonably practicable. The exercise of such right shall only be taken on giving prior notice to the affected Proprietors, except in the case of emergency when no such notice is required, and any damage caused as a result of the exercise of such right shall be made good by the Proprietor exercising the right as soon as reasonably practicable;

5.1.5 Each Proprietor shall have a servitude right of wayleave through and over the Development Subjects to utilise all Utility Services in connection with the occupation and use of the Dwellinghouse, or as the case may be the Development Common Property and/or the Block Common Property and/or Other Common Property in which that Proprietor has an interest in terms of this Deed;

5.1.6 Each Proprietor shall have a servitude right of access through and under the Development Subjects to maintain and protect all Utility Services in connection with the use of the his/her Dwellinghouse or part thereof;

5.1.7 Each Proprietor shall have a servitude right of access at all reasonable times to any part of the Development Subjects and the Development, necessary or desirable to enable the carrying out of any maintenance of his Dwellinghouse, Garage, Parking Space, Lift, Development Common Property, the Block Common Property and/or Other Common Property subject to causing the minimum disruption reasonably practicable. The exercise of such right shall only be taken on giving prior notice to the affected Proprietors, except in the case of emergency when no such notice is required, and any damage caused as a result of the exercise of such right shall be made good by the Proprietor exercising the right as soon as reasonably practicable.

5.2 The following servitudes are imposed on the Block Common Property of each Block for the benefit of every Flat in that Block:

5.2.1 The Proprietor of each Flat within each Block (and those authorised by them) shall have access to and egress from his Flat by means of those parts of the Block Common Property leading thereto and over any other part of the Block Common Property for any other necessary or reasonable purpose;

5.2.2 The Proprietor of each Flat within each Block shall have a right of access to the roof of that Block by the passageways, landings, stairways, hatchways and roof lights leading to the roof for the purpose of maintenance of the roof and roof gutters and for all necessary purposes on the roof;

5.3 The following servitudes are imposed on each of the Dwellinghouses and on the Development Common Property, the Other Common Property and the Block Common Property (in respect of each Block) for the benefit of any land within the Development Subjects which is for the time being retained by the Developer (or in which the Developer retains any interest);

5.3.1 A heritable and irredeemable servitude right of access and wayleave through and over the Development Subjects to lay, install and retain in situ and to maintain, protect and utilise all Utility Services, in connection with the development or use of the Development Subjects (or any part thereof) or otherwise.

5.3.2 A right to enter onto the Development Subjects or any part thereof (i) to plant trees and/or shrubs on the Development Subjects, if necessary to comply with the requirements of the Planning Authorities (together with any necessary fencing or other protective measures to safeguard the said trees and/or shrubs) and (ii) for any other necessary purposes in connection with compliance with statutory consents.

5.3.3 A heritable and irredeemable servitude right of access to any part of the Development Subjects for the purpose of maintenance of the part thereof retained by the Developer and for any other necessary purpose.

5.3.4 A right of access over the Development Subjects (including the right temporarily to erect scaffolding or other temporary structures) for the purpose of the construction of any buildings on the Development Subjects and in order to carry out and complete the Development.

5.3.5 Rights of access at all reasonable times to any part of the Development Subjects and the Development necessary or desirable to enable the carrying out of any maintenance or other works to the Development Common Property, the Other Common Property, the Lifts and/or the Block Common Property.

5.4 The following servitude is imposed on Block B for the benefit of each Flat in Block C:

5.4.1 Each Block C Proprietor shall have a servitude right of access to and egress from the Block B Cycle Store and the Block B Refuse Store over those parts of Block B leading thereto.

5.5 The following servitude is imposed on the Block A Car Park for the benefit of each Dwellinghouse in Westerlea House:

5.5.1 Each Proprietor at Westerlea House shall have a servitude right of pedestrian access to and egress from the Block A Refuse Store over the Block A Car Park.

5.6 The following servitude is imposed on the Westerlea House Internal Common Parts for the benefit of the Proprietor of Flat 3 in Westerlea House:

5.6.1 a right of access for all necessary purposes through the Westerlea House Internal Common Parts to the roof of Westerlea House

5.7 The following servitude is imposed on the Mews/Stables Car Park for the benefit of the Proprietor of Flat 3 in Westerlea House:

5.7.1 The Proprietor at Flat 3 Westerlea House shall have a servitude right of pedestrian and vehicular access to and egress from Flat 3 Westerlea House over the Mews/Stables Car Park.

5.8 It is hereby provided and declared that the party or parties exercising any of the rights and servitudes specified in Conditions 5.1 to 5.7 inclusive above, shall be liable for and bound to make good any damage, loss or injury occasioned thereby or resulting therefrom, but only insofar as applicable to their own actings or the actings of those authorised by them and the foresaid rights shall be exercised at reasonable times and upon reasonable notice to the Proprietors concerned except in the case of emergency.

6 Reservations

The following reserved rights are imposed on each of the Dwellinghouses in the Development Subjects for the benefit of the Managing Agents:-

6.1 Rights of access at all reasonable times to any part of the Development Subjects and the Development necessary or desirable to enable the carrying out of any maintenance of or other works to the Development Common Property and/or the Block Common Property and/or the Other Common Property and/or the Lifts and the undertaking by the Managing Agents of the duties imposed on them in terms of the various provisions contained in this Deed. The said rights of access may be exercised by the Managing Agents and by tradesmen and contractors employed by the Managing Agents on behalf of the Proprietors.

7 Lands Tribunal

No application may be made to the Lands Tribunal for Scotland under section 90(1)(a)(i) and section 91(1) of the 2003 Act in respect of the real burdens and servitudes hereby created for a period of five years after the registration of this Deed in the Land Register of Scotland.

8 Arbitration

Except as expressly stated to the contrary in any deed to follow hereon in favour of the Proprietors any dispute or difference arising out of any of the conditions of this Deed or any deed to follow hereon shall, failing agreement between the Proprietors concerned, be referred to a single arbitrator mutually chosen or appointed, failing agreement, by the President of the Law Society of Scotland, the decision of such arbitrator being final and binding on the Proprietors. The place and seat of the arbitration shall be Edinburgh. The expense of the reference and of the arbitrator's fee and of any other expense of or incidental to the reference shall be in the discretion of the arbitrator who shall have power to fix the same and discern therefor; Declaring that any Proprietor desiring to refer any such question to arbitration shall be bound to intimate his intention of so doing to the other Proprietors concerned in writing failing which his right to arbitration shall be lost.

9 Consent to Registration

And we consent to registration hereof for preservation.

Schedule

Block A Percentage Shares for maintenance of Block Common Property

A1 17%

A2 18%

A3 10%

A4 17%

A5 7%

A6 16%

A7 15%

Block B Percentage Shares for maintenance of Block Common Property

B1 9%

B2 9%

B3 9%

B4 9%

B5 6%

B6 9%

B7 9%

B8 6%

B9 9%

B10 9%

B11 6%

B12 10%

Block C Percentage Shares for maintenance of Block Common Property

C1 7%

C2 7%

C3 8%

C4/5 15%

C6 8%

C7 7%

C8 7%

C9 8%

C10 7%

C11 7%

C12 8%

C13 11%

Westerlea House Percentage Shares for maintenance of Westerlea House Block Common Property

Flat 1 17.55%

Flat 2 20.83%

Flat 3 21.17%

Flat 4 14.04%

Flat 5 8.5%

Flat 6 17.91%

Westerlea House Percentage Shares for maintenance of Westerlea House Internal Common Property

Flat 1 22.26%

Flat 2 26.42%

Flat 4 17.81%

Flat 5 10.78%

Flat 6 22.73%

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