

LAND REGISTER OF SCOTLAND	Officer's ID/Date	Title Number
	6467 28/1/2015	WLN45370

Title	Number
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WLN45370

NOTE: This copy is a reduction of the original plan.

SUPPLEMENTARY PLAN 2
TO THE TITLE PLAN



LAND REGISTER
OF SCOTLAND

Officer's ID/Date

6467
28/1/2015

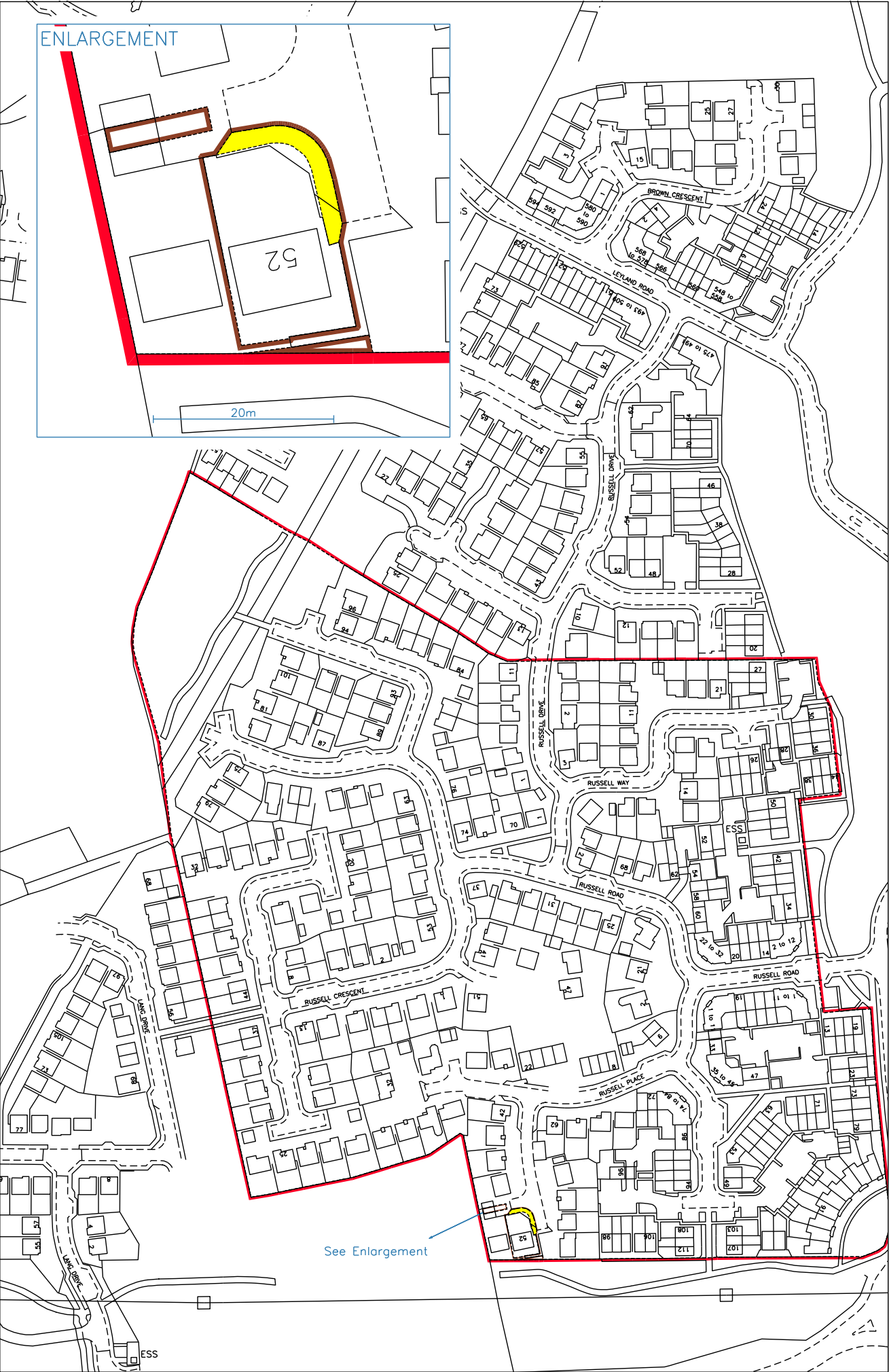
Title Number

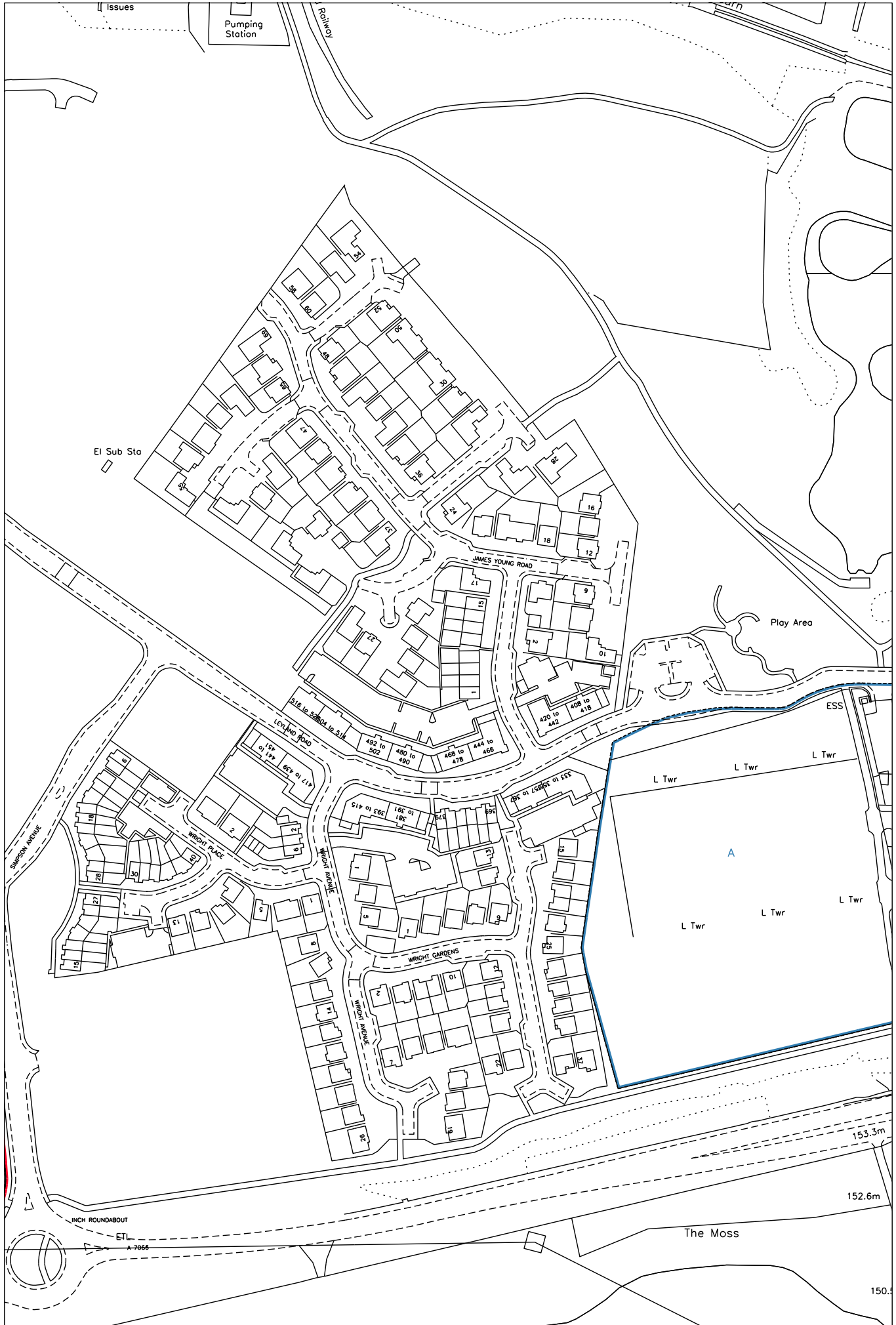
WLN45370





SUPPLEMENTARY PLAN 1
TO THE TITLE PLAN

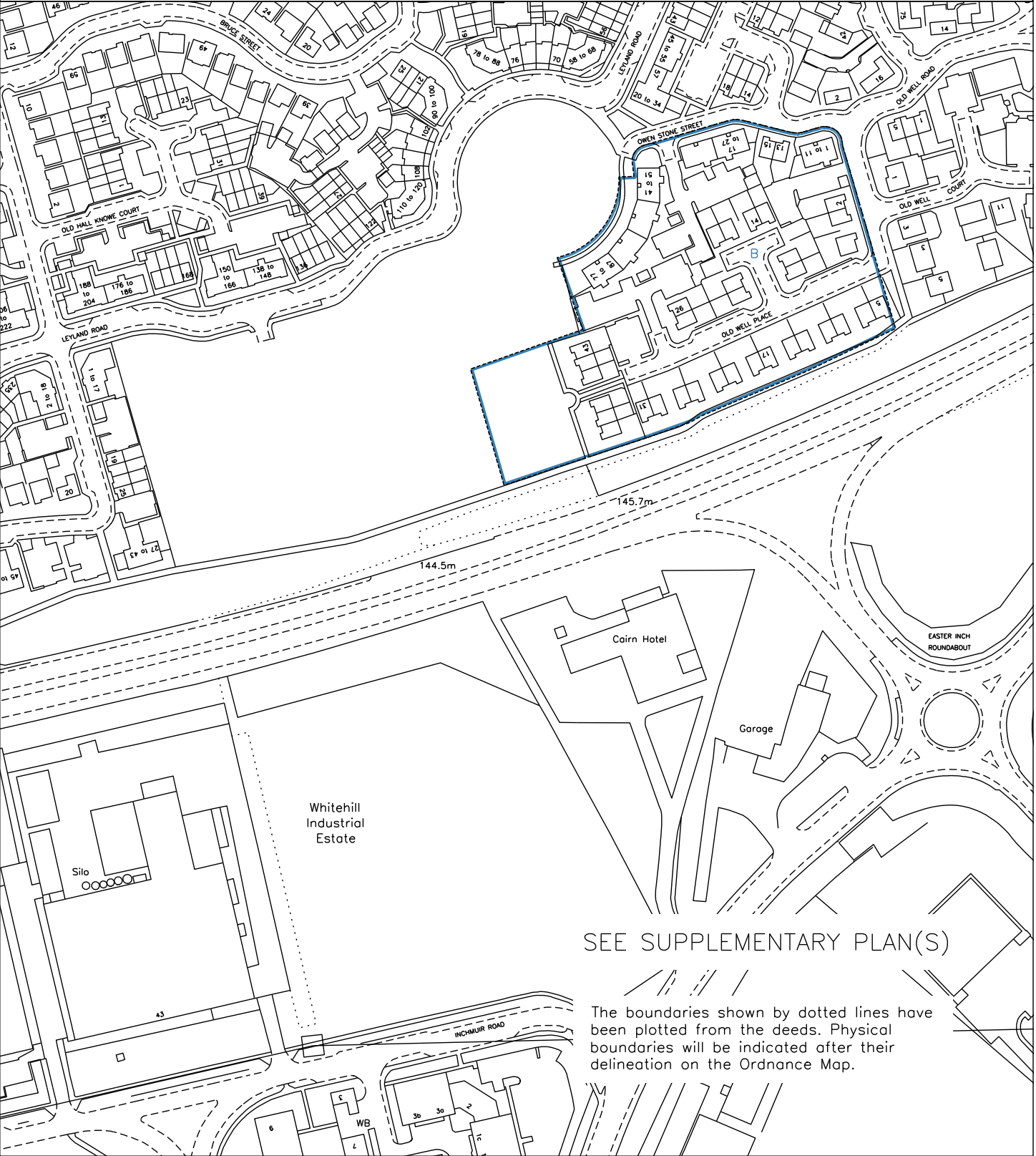
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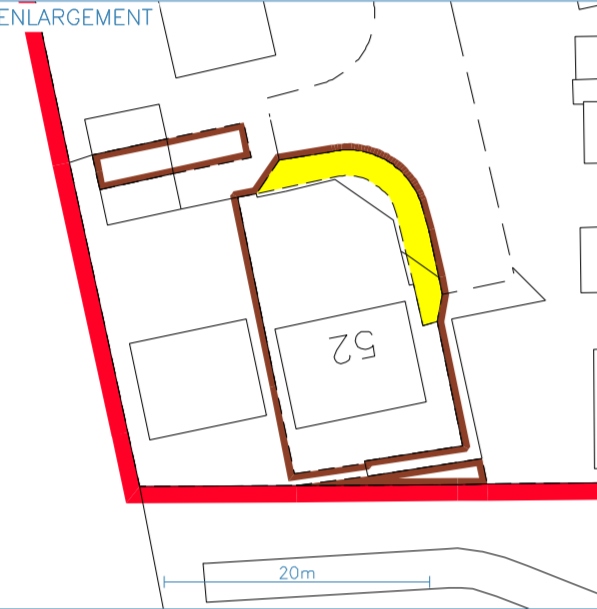
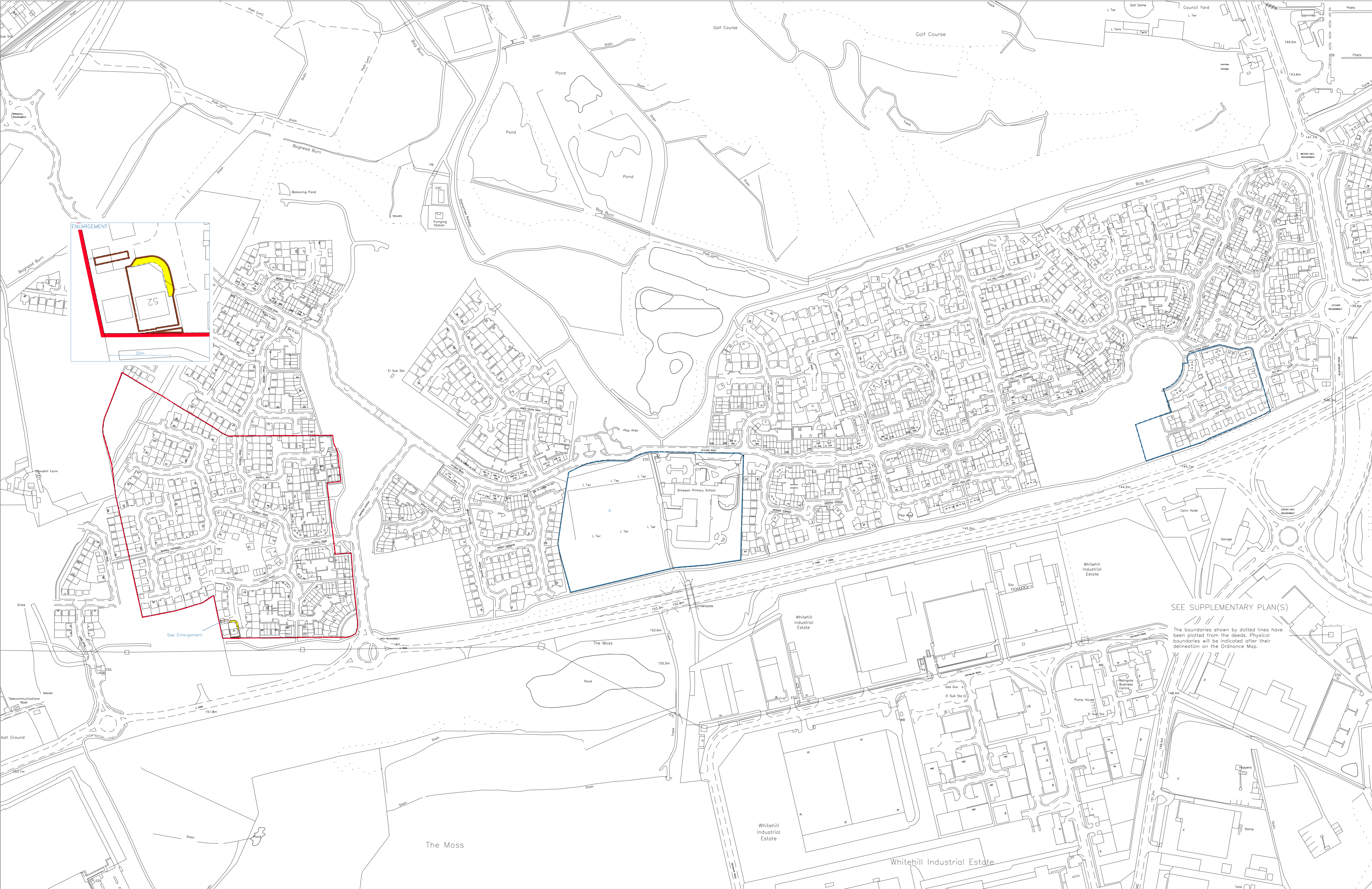




<div></div> <div>LAND REGISTER OF SCOTLAND</div>		Officer's ID / Date	TITLE NUMBER
		6467 28/1/2015	WLN45370
<div></div>	ORDNANCE SURVEY NATIONAL GRID REFERENCE		<div><div></div>140m<div></div></div>
NS9666 NS9766 NS9866 NS9667			Survey Scale
			1/2500

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SEE SUPPLEMENTARY PLAN(S)

The boundaries shown by dotted lines have been plotted from the deeds. Physical boundaries will be indicated after their delineation on the Ordnance Map.



Title Information: WLN45370

Search summary

Date/Time of search	06-05-2025 15:38:56
Transaction number	SCO-20944118
User Reference	

Section A

WLN45370

Property

Date of first registration	14-10-1999
Date title sheet updated to	24-08-2016
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	NS9767
Title Number	WLN45370
Cadastral Unit	WLN45370
Sasine Search	
Property address	52 RUSSELL PLACE, BATHGATE EH482GL
Description	Subjects within the land edged red on the Title Plan being 52 RUSSELL PLACE, BATHGATE EH48 2GL edged brown on the said plan; Together with the whole rights, servitude, common, mutual, sole and otherwise effeiring to the subjects in this Title specified in the Deed of Conditions in entry 9 of the Burdens Section and also with the subsisting rights to real burdens specified in the Schedule below.
Notes	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Disposition in entry 1 of the Burdens Section and the Disposition in entry 2 of the said Section as amended by the Discharge in entry 3 thereof.

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 by Gallagher Bathgate Limited, registered 17 Dec. 2008 in entry 9 of the Burdens Section	Subjects known as and forming Areas X, Y, Z and AA of the development site at Wester Inch, Bathgate edged red on the Title Plan

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Section B

WLN45370

Proprietorship

SIMON DOWNIE 5 Corberry Avenue, Dumfries, DG2 7QH.

Entry number	1
Date of registration	16-08-2016
Date of Entry	12-08-2016
Consideration	£225,000

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Section C

WLN45370

Securities

Entry number	1
Specification	Standard Security by said SIMON DOWNIE to NATIONAL WESTMINSTER BANK PLC incorporated under the Companies Acts, registered in England and Wales (Registered Number 00929027) acting through its Mortgage Centre, PO Box 12201, 7 Brindley Place, Birmingham B2 2NA.
Date of registration	16-08-2016

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Section D

WLN45370

Burdens

Number of Burdens: 9

Burden 1

Disposition by Alexander Weir Robertson Durham to James Allan and another and their heirs and assignees, recorded G.R.S. (Linlithgow) 24 May 1921, of (first) lands and farm of Birniehill extending to 58.014 acres, (second) field lying on the south east side of the railway behind the village of Durhamtown extending to 3.826 acres and (third) lands of Fawside or Falside extending to 30.705 acres, contains the following reservation:

Excepting and reserving to me and my heirs and successors the whole mines metals minerals and substances of every kind and description including therein but without prejudice to the said generality the whole coal shale ironstone fireclay limestone whinstone and freestone (all hereinafter referred to as "the said minerals") lying in under and around the lands and others before disposed with full power to me and my foresaids or other persons authorised by me or them to work win and carry away the said minerals and even to bring down the surface of the lands in consequence of said workings With power also to me and my foresaids to continue and extend existing Leases of the said minerals and to enter into new Leases thereof Declaring that all damages to the surface of said lands hereby disposed and buildings thereon shall be compensated for as provided for in said Leases and failing provision being made for compensation for such damages in any Lease or Leases of the said minerals then as shall be fixed and ascertained by two Arbiters one to be chosen by each party or by an Oversman to be appointed by said Arbiters before entering on the submission.

Burden 2

Disposition by William Baird and Company Limited to Richard Russell and his heirs and assignees, recorded G.R.S. (Linlithgow) 8 Oct. 1924, of the lands of Moss-side, Wester Inch, Whitehill, Meikleinch and Standhill (under exception of four areas of ground), contains the following burdens:

Reserving to us and our successors and our and their tenants the whole mines, metals and minerals of every kind and description including therein, but without prejudice to the said generality the whole coal shale, fossils, fireclay, ironstone, whinstone, freestone, limestone but excluding sand and gravel excepting such sand and gravel as may be removed in searching for, winning and working the minerals as aftermentioned (all hereinafter referred to as "the said minerals") lying in under and around the subjects hereby disposed (hereinafter referred to as "the said lands") with full power to us and our foresaids at any time and from time to time to enter upon, occupy and use the said lands and others hereby disposed, and to search for, win, work, raise, store, wash clean, burn, coke, char, calcine,

distil and otherwise treat and manufacture convey above or below ground and carry away and dispose of the said minerals and any other minerals now or hereafter belonging to or held on lease by us or our foresaids and worked in conjunction therewith, and for these ends, and in, under, or upon the said Lands to make bores, sink pits, drive levels and mines, work, open casts and quarries make roads, footpaths, railways and tramways both above and below ground level crossings and bridges, ponds, reservoirs drains and water courses and to use such water as may be found on or under the surface of the said lands for any of the purposes hereinbefore and after specified and to erect works, buildings, workmen's houses and offices engines enginehouses, kilns, coking ovens, bye-product plant electric power lines wire ropeways and standards and all requisite machinery and plant to form rubbish heaps and debris heaps and to sell and dispose thereof and to form hills for depositing or storing the said minerals or any other minerals now or hereafter belonging to or held on lease by us or our foresaids and worked in conjunction therewith and in general to do everything we or our foresaids may deem proper and necessary for searching for, winning, working, raising, storing, washing, cleaning, burning, coking, charring, calcining, distilling, treating and manufacturing and conveying and carrying away in, over or under the said lands the said Minerals and any other minerals now or hereafter belonging to or held on lease by us or our foresaids and worked in conjunction therewith and to lower the surface of the said Lands and subjacent strata, the intention being that we and our foresaids shall be entitled to completely exhaust the said minerals and others lying in under and around the said lands; and it is specially provided and declared that we and our foresaids shall not be liable for any loss, injury or damage either to our said disponent or his heirs or successors or to the said lands or to the houses or buildings erected or to be erected thereon or to any crop or stock thereon or to the fences ditches drainage or water supply of the said lands or buildings now or hereafter thereon by the said operations or any of them or by fumes, gases smoke dust or otherwise from the works, plant, rubbish heaps debris heaps or binds on any land now or hereafter belonging to or held on lease by us or our foresaids or the combustion of the said rubbish heaps, debris heaps or bings or which may arise from or through the settling or crushing of any coal waste or other excavations presently existing or which may exist hereafter within or in the neighbourhood of the said lands through us or our foresaids or our predecessors or authors or our or their tenants or others working or draining or having worked or drained the said minerals in or around the said lands or in any other lands either in time bygone or in the future; provided always that we shall be bound (except in the case of ground taken or occupied for the erection of poles and stays or for underground drains, pipe lines and cables or for roads footpaths and bridges) to fence all ground taken or occupied in connection with our operations including the four areas excepted from the lands hereby disposed and to maintain the fences and the gates at the level crossing leading to the steading of Mossie Farm from the east so long as we continue to occupy the area and strip of ground excepted marked Number 1 on the Plan of the subjects hereby disposed annexed and subscribed as relative hereto and it is further provided as follows:-

(First)

That we and our foresaids shall in our option either (a) pay to our said disponent or his foresaids at Martinmas yearly compensation at the rate of Two pounds ten shillings per acre per annum for such portions of the surface of the said lands including therein ground

required for roadways, footpaths and railways excepting all roadways and footpaths and other ground used or occupied in connection with the servitudes hereinafter provided for as we or our foresaids may have occupied in connection with our operations during the year preceding (but excepting such portions of the surface as may be acquired in feu or by purchase by us or our foresaids as after provided and also such portions as we or they may have paid for in lieu of restoration or in respect of the right to destroy and occupy the surface as after provided) and after the termination of our or their operations or when the ground is no longer required by us or them restore such portions of the surface of the said lands as may have been so occupied and damaged by our or their operations to a state not inferior to their state before being so occupied and damaged, or in the option of us or our foresaids and in lieu of such restoration to pay to our said disponee or his foresaids a sum equivalent to the agricultural deterioration thereof, but not in any case exceeding Fifty pounds per acre for such portions of the surface requiring to be restored as may not be restored as aforesaid; or (b) pay to our said disponee or his foresaids a capital sum at the rate of Fifty pounds per acre as a payment for the right to destroy the surface of the said ground and to occupy the same for such length of time as we and our foresaids shall think proper, which annual rent or capital payment or both as the case may be, shall be in full satisfaction of all claims for loss of profits and for detour and for restoration of the ground so paid for and payment in lieu of restoration when we or our foresaids cease to occupy the same; and

(Second)

That we and our foresaids shall make payment to our said disponee or his foresaids of all damage to growing crops and for unexhausted manure which may at the time be in or upon any portions of the said lands taken or occupied in connection with our operations and also in respect of any buildings thereon belonging to our said disponee or his foresaids an annual rent so long as we continue to occupy the same, in the case of buildings taken for occupation only, and capital compensation to the extent of the value thereof at the time in the case of buildings taken for the purpose of being demolished as the amounts so to be paid shall, failing agreement, be ascertained and fixed by two Arbiters one to be appointed by us or our foresaids and the other by our said disponee or his foresaids or by an Oversman to be appointed by the said Arbiters before entering upon the reference to act in the event of their differing in opinion, and where buildings are paid for as aforesaid the obligations before written for payment of compensation at the rate of Two pounds ten shillings per acre per annum and restoration of the ground and payment in lieu of restoration shall not apply to the ground occupied by the buildings and we and our foresaids shall not be bound to make any payment to our said disponee or his foresaids for compensation or otherwise in respect of the ground so occupied; Declaring always that in the case of poles and stays erected for the support of overhead ropeways and/or cables, and in the case of cables, pipe lines, drains which may be laid underground on or through any portion of the said lands which has not been occupied and is not being or has not been paid for as aforesaid, we and our foresaids shall pay to our said disponee and his foresaids One shilling per annum for each pole with its supporting stays so erected which payment shall cover all loss, injury and damage to the lands which may be caused by the poles and stays when erected and as regards cables pipes lines and drains laid underground we and our foresaids shall not be bound to make any payment to our said disponee or his foresaids for

wayleave or otherwise but we and our foresaids shall be bound to pay to our said disponent and his foresaids any damages occasioned in the construction, repair and removal of such poles, stays, cables, pipe lines and drains so far as the same may not be restored as such damages shall, failing agreement be fixed by the said Arbiters or their Oversman; And there is also reserved to us and our foresaids right at any time and from time to time (a) to purchase and acquire the site of any pit or pits formed or which may be formed or intended to be formed on the said lands by us or our foresaids, together with the ground used or proposed to be used by us or them for roads, railways, debris heaps, plant and buildings or any of them and such other adjoining or neighbouring ground to any of the foresaid sites as we or our foresaids may require, and that at a price or prices to be determined, failing agreement, by said Arbiters or their Oversman; and (b) to acquire in feu from our said disponent and his foresaids the sites of any workmen's houses erected or which may be erected or proposed to be erected by us or our foresaids on the said lands in connection with the working of the said minerals or any other minerals now or hereafter belonging to or held on lease by us or our foresaids and worked in conjunction therewith, together with such adjoining ground as may be necessary for the reasonable use of the occupants of the said houses and with the necessary rights of access, water supply and drainage and that at a feuduty at the rate of Two pounds ten shillings per acre per annum and on such other conditions as may be agreed on by us or our foresaids and our said disponent and his foresaids or, in the event of difference in opinion, as may be determined by the said Arbiters or their Oversman Declaring also that the whole feuduties and land tax exigible in respect of the whole lands and others hereby disposed and the said excepted subjects shall be a burden upon the said subjects hereby disposed to the relief of the said excepted subjects and our said disponent binds himself and his foresaids to free and relieve us and our foresaids, proprietors of the said excepted subjects, of the said feuduties and land tax; Further declaring that there is reserved to us and our foresaids, proprietors of the said excepted portions of the foresaid lands a servitude right and tolerance of wayleave through and across the subjects hereby disposed for the existing water pipes and sewers and the relative valves septic tanks and inspection holes in connection with the houses, buildings, works and pits on the said excepted portions and of access to and along the said lines of pipes for the purpose of inspecting maintaining, altering, and renewing the same and there is also reserved to us and our tenants, servants employees and others having authority a servitude of free passage and access at all times for foot, cart wagon, motor and other traffic through and over the existing roads and paths on the subjects hereby disposed to and from the said four areas or plots of ground hereinbefore excepted and houses, buildings, works, pits and others thereon and also through and over the subjects hereby disposed on such lines and routes as may at all times and from time to time be convenient and suitable to us and our foresaids between the lands of Pottishaw belonging to us and the said area and strip of ground hatched with blue lines and marked Number I on the foresaid Plan; And it is hereby further provided and declared that our said disponent and his foresaids shall have no right and shall not be entitled to feu the whole or any part of the said lands hereby disposed shown within the outside edge of the green line on the foresaid plan except with the written consent previously obtained of us or our successors in the said excepted area and strip of ground marked Number I on the foresaid Plan, that the same is not required for any of the purposes hereinbefore specified or for any other purpose and our said disponent binds and obliges himself and his foresaids to submit to us or our foresaids

particulars of any part of the said lands shown within the green line on the said plan which it may be proposed to feu and to obtain the written consent of us or our foresaids before agreeing to feu the same, which consent shall not be unreasonably withheld; and all feus to be granted by our said disponent and his foresaids shall be granted under reservation to us and our successors of the said minerals and power to search for, win and work the same as hereinbefore provided and of the whole other rights, powers privileges and immunities before specified and under the other reservations, real burdens, conditions, provisions limitations obligations, servitudes and others herein contained but we or our foresaids shall have no power to resume the lands which may be feued in the manner and with our consent as hereinbefore provided except with the consent of the feuars or their successors in the lands so feued; Further declaring that our said disponent and his foresaids shall continue to have access to the said lands hereby disposed over the level crossing before referred to as at present, and that our said disponent and his foresaids shall be bound at his or their expense to erect forthwith a suitable fence between the lands hereby disposed and the land belonging to us occupied by the bing and lying between the Lands of Standhill and the Parish Road leading from the Cleugh Turnpike Road by Inchcross and Redmill to Blackburn; And our said disponent binds and obliges himself and his foresaids to take over from us, if and when called upon, the said excepted area and strip of ground marked Number I on the foresaid Plan, and also any portions of the said subjects hereby disposed which may hereafter be acquired by us in whatever condition the same may be at the time when the same are taken over under reservation of the said minerals therein and power to work the same upon the terms and conditions before written and with the whole other rights, powers, privileges and immunities hereinbefore specified and subject to such servitude rights if any in our favour and in favour of any other lands (including minerals) belonging to or held on lease by us as we may then find it necessary to create, but without any consideration being paid to us therefor, the whole expense of the conveyance or conveyances thereof being borne by us or our foresaids, and for the purpose of carrying through this arrangement, our said disponent hereby binds himself and his heirs, assignees, representatives and successors whomsoever the proprietors for the time being of the lands hereby disposed to accept a formal conveyance or conveyances of the said excepted area and strip of ground marked Number I on the foresaid Plan and also of any other portions which may hereafter be acquired by us as before provided and for the purpose of recording such Conveyance or Conveyances in the Register of Sasines or other appropriate Register our said disponent and his foresaids hereby authorise the Law Agents acting for us to subscribe a Warrant of Registration thereon on his or their behalf which authority hereby granted shall be irrevocable and become binding on our said disponent and his successors in the said lands our said disponent binds and obliges himself and his foresaids in selling or disposing the subjects hereby disposed or any part thereof whether inter vivos or mortis causa to take the purchasers or disponents and their successors bound to implement and observe the foregoing provisions in every respect all which reservations declarations, conditions, provisions, limitations, obligations, servitudes and others are hereby declared real burdens upon and affecting the said subjects hereby disposed in favour of us and our foresaids and our adjoining lands including minerals.

Note 1: The Plan annexed to the said Disposition has not been produced to the Keeper. The said excepted Plot marked number 1, the strip of ground hatched with blue lines and the

lands shown within the green line all on the said Plan cannot therefore be determined in relation to the subjects in this Title.

Note 2: The conditions in the said Disposition have been varied in terms of the Discharge in Entry 3 of this Section.

Burden 3

Discharge by National Coal Board, recorded G.R.S. (West Lothian) 6 Mar. 1963 varies the terms of the Disposition in Entry 2 as follows:

(First)

Discharge all such reservations, real burdens and others contained in the said Disposition which can be construed as empowering us or might result in our having right to enter upon the surface of or to occupy the subjects in said Disposition so far as vested in The Austin Motor Company Limited, or to carry out on the surface or above the surface any of the operations aftermentioned, namely, the storing, washing, cleaning, burning, coking, charring, calcining, distilling or otherwise treating or manufacturing, conveying, disposing or carrying away of minerals or making bores, sinking pits, driving levels and mines, working open casts and quarries, making roads, footpaths, railways and tramways, level crossings and bridges, ponds, reservoirs, drains and water courses or erecting works, bridges, workmen's houses and offices, engines, engine houses, kilns, coking ovens, by product plant, electric power lines, wire rope-ways, cables and standards, poles or stays or other machinery or plant or forming rubbish heaps or debris heaps or bings or forming hills for depositing or storing minerals;

(Second)

Discharge the servitude right of tolerance and wayleave through and across the lands in said Disposition for the water pipes, sewers and relative valves, septic tanks and inspection holes in connection with the houses, buildings, works and pits on the four excepted areas of ground more particularly described in said Disposition and of access to or along the lines of pipes for the purpose of inspecting, maintaining, altering or renewing the same and the servitude of free passage and access for foot, cart, waggon, motor and other traffic through or over the existing roads and footpaths in the said subjects to and from the said four excepted areas of ground and houses and buildings, works, pits and others thereon; and

(Third)

Discharge the prohibition against feuing the whole or any part of the lands shown within the outside edge of the green line on the Plan annexed to the said Disposition (which plan has not been produced to the Keeper) without our written consent thereto; But except in so far as hereby provided or altered, the whole conditions and others contained in the said Disposition shall remain in full force and effect.

Burden 4

Disposition by Robert Blacklock to Leyland Vehicles (Property) Limited and their successors and assignees, recorded G.R.S. (West Lothian) 30 Jul. 1987, of ground, contains the following burdens:

(one) there are excepted from the said areas of ground (in so far as belonging to me) the whole mines, metals and minerals therein (including without prejudice to the said generality, the whole coals, shale, blaes, fireclay and other clay, ironstone, freestone, limestone, slate, sand, gravel stone and all petroleum now or hereafter vested in or belonging to me or in which I have any interest, within the said areas of ground and (two) any fences erected to separate the subjects hereby disposed from the adjoining subjects remaining in my ownership shall be suitable stock proof fencing erected at my disponees sole expense and thereafter responsibility for maintenance and repair shall be borne equally by me and my said disponees and their foresaids.

Note: The exact location and extent of the said ground cannot be identified in relation to the subjects in this Title.

Burden 5

Disposition by James Napier and others to James Thomas Napier and another and their executors, assignees and disponees, recorded G.R.S. (West Lothian) 25 Feb. 1997, of (I) subjects at Standhill Farm, Bathgate (II) small area of ground at Standhill Farm, aforesaid, (III) 1/2 pro indiviso share in and to access road forming part of Standhill Farm, the (I) subjects of which part of the subjects edged red on the Title Plan form part, contains the following burdens:

(First) there are reserved to me Elizabeth Margaret Napier or Anderson and my husband as proprietors of the remainder of Standhill Farm (Hereinafter referred to as "the Anderson's property") all existing and necessary future rights of way. wayleave and tolerance for all water and gas pipes, electricity cables, telephone cables, conduits, pipes and drains and all other services to the Andersons' property and the whole buildings and other erections thereon;

(Second) the private water pipe and meters serving inter alia the subjects herein disposed shall be maintained at the mutual expense of our said disponees and their foresaids and me the said Elizabeth Margaret Napier or Anderson and my said husband and our successors as proprietors of the Andersons' property and the parties having use of the said private water pipes shall be obliged to pay for water consumed in accordance with the readings on the water meter situated on the said subjects herein disposed.

Burden 6

Disposition by James Thomas Napier and another to Gallagher Bathgate Limited and their successors and assignees, registered 5 Dec. 2001, of subjects of which part of the subjects edged red on the Title Plan forms part, contains inter alia the following reservations:

(First) There are reserved to us and our successors as proprietors of the subjects retained by us servitude rights of way, wayleave and tolerance in through under and over the subjects herein disposed insofar as unbuilt upon for all services presently in through under and over the subjects hereby disposed serving the subjects retained by us with a right to use such services and a right of access thereto on all necessary occasions for the purposes of inspecting, cleaning, maintaining repairing or renewing the same subject to us and our successors being bound and obliged to make good to the reasonable satisfaction of our said disponees and their successors as proprietors of the subjects herein disposed all damage caused by the exercise of the foregoing rights reserved in favour of us and our foresaids declaring that our disponees and their foresaids shall be entitled (free of the expense to us and our foresaids) to lift all pipes, cables, wires and others in, through, under and over the subjects herein disposed and serving the subjects retained by us and relocate the same to another location or locations provided always that in the course of lifting and relocating the services serving the subjects retained by us are not disrupted, or if disrupted shall only be disrupted for the least practicable time and by prior arrangement with us and our foresaids and following such lifting and relocation the foregoing reserved heritable rights of way, wayleave and tolerance in favour of us and our foresaids as proprietors of the subjects retained by us shall apply to the said services as so lifted and relocated; (Second) we and our successors shall be entitled to take access over the subjects herein disposed for the purposes of inspecting, maintaining, repairing and restoring any erections on the subjects retained by us, fences or other boundary walls or demarcations subject to making good any damage caused by the exercise of such rights.

Burden 7

Deed of Conditions, registered 26 Nov. 2004 by (One) Gallagher Bathgate Limited and Beazer Homes Limited, proprietors to extent of a one-half pro indiviso share each of 203 acres of ground comprising the former Leyland Truck Site, Bathgate, registered under Title Number WLN20143 under exception of that part registered under Title Number WLN33591, (Two) Gallagher Bathgate Limited, proprietors of subjects at Standhill Farm, Bathgate, registered under Title Number WLN25975 and (Three) Beazer Homes Limited, proprietors of subjects registered under Title Number WLN33591 (which whole subjects hereinbefore described are together hereinafter referred to as "the Development Area") (the subjects edged red on the Title Plan forming part of the subjects registered under Title Numbers WLN20143 and WLN25975) narrates as follows:

CONSIDERING THAT the said Gallagher Bathgate Limited and Beazer Homes Limited, (both together hereinafter referred to as "the Builders") intend to develop the Development Area; AND CONSIDERING THAT the Builders wish to provide for rights of access, servitudes and others over the Development Area to allow such rights to be exercised by the Builders and their successors as proprietors of the Development Area or any part thereof and that it is proper and expedient to set forth and declare the various reservations,

real burdens, conditions, prohibitions, declarations, obligations, stipulations and others incumbent on the Builders as proprietors of the Development Area and our respective successors THEREFORE the Builders (we and our successors as proprietors in whole or in part of the Development Area being hereinafter referred to as "the Developers") PROVIDE, SET FORTH and DECLARE but without prejudice to the addition in specific cases of further reservations, real burdens, conditions and others or to the real burdens, reservations, conditions and others, if any, already affecting the Development Area as follows, videlicet: -

1. The Developers and their successors as aforesaid shall have and enjoy the following servitude rights, reservations and others in respect of the whole or any part or parts of the Development Area, namely: -

(a) a non-exclusive servitude right of access and egress in all time coming for pedestrian and vehicular traffic (including construction traffic) along and over the roads and footpaths within the Development Area (as the same may be formed from time to time), as also for the right to inspect, maintain, repair and renew such roads and footpaths as constructed over, through and across the Development Area as are reasonably required to facilitate the development of the Development Area or any part or parts thereof and the full use and enjoyment thereof; subject (i) to making good as soon as reasonably practicable all damage caused to the Development Area by the exercise of the foregoing rights and (ii) to the party or parties exercising the same being responsible for an equitable proportion according to user of the costs of maintenance, repair and renewal of the said roads and footpaths (in so far as the same are used in common with other parts of the Development Area) until the same are taken over and maintained by the local authority;

(b) a non-exclusive servitude right to use inspect, maintain, repair, and where necessary renew such sewers, drains, water courses, surface water attenuation structures and water mains, gas, electricity, telephone, telecommunication and other services with ancillary pipes, cables, connections, conduits, inspection chambers and other apparatus ("Service Media") under and upon the Development Area together with rights of entry upon the Development Area and any part or parts thereof as and when required for the purpose of inspection, maintenance, repair and renewal of such Service Media together with the right to connect into and to use, inspect, maintain, repair and where necessary renew such Service Media as may exist now or in the future in, over, under or upon the Development Area and any part or parts thereof, subject always (i) to making good any damage caused to the Development Area in the exercise thereof as soon as reasonably practicable and (ii) to such rights being exercised at all times so as to cause as little disruption as is reasonably practicable;

(c) a non-exclusive servitude right to connect into, lay, form, construct and install Service Media and roads and footpaths reasonably required for the development of the Development Area, subject always (i) to the route or routes of such Service Media or roads being approved by the Developers affected by such rights, acting reasonably and without delay, and which approval shall be deemed to be given if the route or routes of such Service Media and roads and footpaths are in accordance with Development Framework Plan reference JJG024/01 Revision D a copy of which is annexed hereto or any subsequent Development Framework Plan approved by the Local Authority in respect of the Development Area as amended by any subsequent detailed planning consent, (ii) to making

good as soon as reasonably practicable any damage caused to the Development Area in the exercise thereof, (iii) to such rights being exercised at all times so as to cause as little disruption as is reasonably practicable and causing the minimum practicable inconvenience to the Developers, (iv) to such rights being exercised at the sole cost of those exercising the rights and without recourse to the other Developers, and (v) the exercise of such rights being prohibited over such part or parts of the Development Area as have been or are intended to be sold as individual dwellinghouses or as commercial units.

2. All which reservations, real burdens, conditions, servitudes and others before written are declared real liens and real burdens upon and affecting the Development Area and any part thereof and all buildings and others erected or to be erected or forming part thereof.

3. All questions, disputes, differences and others which may arise amongst the Developers or any of them regarding (one) their rights and interests in the Development Area or any part or parts thereof; (Two) the necessity for executing any works contemplated or required by the exercise of any of the rights or reservations herein contained, whether common or not or the liability for cost thereof; (Three) the reasonableness or expediency of any decision or determination of any of the Developers hereunder; and (Four) all other questions insofar as depending on or otherwise arising out of or in respect of these presents in any manner of way shall be referred to the amicable decision of an Arbitrator experienced in Property Development of the type and in the area in question appointed failing agreement between the Developers by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors and whatever said arbitrator shall determine shall be final and binding in all matters upon all concerned and the Developers concerned shall be bound to implement and fulfil to each other the said decisions, findings and decrees of the arbitrator with power to the arbitrator to take skilled advice and order execution or performance of works and to apportion the cost thereof amongst the Developers or to vary or annul any such decision, or determination and to find all or any of them liable in expenses of the arbitration and to discern accordingly.

4. The Developers or any of them may, when in their opinion, acting reasonably, the infrastructure and services and service media, necessary for the development of any part or parts of the Development Area and the full use and enjoyment thereof are completed and before the sale of any such part or parts of the Development Area to a proprietor of any dwelling house, call on the others to execute a restriction or partial discharge of the terms of these presents in so far as affecting such part or parts, declaring that any of the Developers will not require to execute the same whilst in its opinion acting reasonably any of the rights hereby granted and reserved are necessary for the development of such part or parts of the Development Area and the full use and enjoyment thereof.

5. In construing these presents words importing the masculine gender shall be deemed to include the feminine gender and the neuter and words importing the singular number shall be deemed to include the plural and vice versa.

Note: A copy of the plan annexed to the foregoing Deed of Conditions is included in this Title Sheet as Supplementary Plan No. 1 to the Title Plan.

Burden 8

Deed of Conditions, registered 26 Nov. 2004 by (One) Gallagher Bathgate Limited and Beazer Homes Limited, proprietors to extent of a one-half pro indiviso share each of subjects comprising the former Leyland Truck Site, Bathgate, registered under Title Number WLN20143 under exception of that part registered under Title Number WLN33591, (Two) Gallagher Bathgate Limited, proprietors of subjects at Standhill Farm, Bathgate, registered under Title Number WLN25975 and (Three) Beazer Homes Limited, proprietors of subjects registered under Title Number WLN33591 (which whole subjects hereinbefore described are together hereinafter referred to as "the Development Area") (the subjects edged red on the Title Plan forming part of subjects registered under Title Numbers WLN20143 and WLN25975) narrates as follows:

CONSIDERING THAT the said Gallagher Bathgate Limited and Beazer Homes Limited, (both together hereinafter referred to as "the Builders") intend to develop the Development Area; FURTHER CONSIDERING THAT the Builders are about to construct and convey dwellinghouses and flatted dwellinghouses and commercial properties and to dispone parts of the Development Area to third parties for such purposes and to execute in favour of their disponees (hereinafter referred to as "the Disponees") dispositions, conveyances or other writs AND CONSIDERING FURTHER that it is intended that the Builders enter into an agreement to convey to Scottish Woodlands (as hereinafter defined) or such other similar organisation following completion of the development of the Development Area the whole or parts of the Common Property of the Development Area (as hereinafter defined); CONSIDERING THEREFORE that it is proper and expedient to set forth and declare the various reservations, real burdens, conditions, prohibitions, declarations, obligations and stipulations incumbent upon the Disponees in order to create a jus quaesitum tertio and community burdens in favour of them and their foresaids THEREFORE we PROVIDE, SET FORTH and DECLARE but without prejudice to the addition in specific cases of further reservations, real burdens, conditions and others or to the real burdens, reservations, conditions and others, (if any), already affecting the Development Area as follows: -

FIRST For the purpose of interpreting these presents the following terms shall have the meanings set opposite them:

"Commercial Properties" This term shall mean those plots of ground within the Development Area on which there is erected or intended to be erected any shops, offices, retail premises, storage premises, transportation facilities, manufacturing premises, commercial assembly premises and generally any premises or facilities used or intended to be used for any purpose other than residential, but for the avoidance of doubt shall not include any schools or educational or school related facilities, such school playing fields and "Commercial Property" shall mean any one of them For the avoidance of doubt, the whole of the subjects edged and lettered A in blue on the Title Plan (the "School Site") shall be excluded.

"the Common Property of the Development Area" This term shall apply to the following, namely: - (a) those parts of the Development Area which we do not dispone or intend to dispone to the Disponees as their exclusive property including (without prejudice to the

generality) the unbuilt-on portions of the Development Area, the boundary walls thereof, hedges, gates, railings and fences enclosing the Development Area, the access roadways within the Development Area and the car parking spaces (but not for the avoidance of doubt car parking for Commercial Properties which shall be the responsibility of the Proprietors of the Commercial Properties to which the said car parking relates) the play areas, the pavements, the street lighting within the Development Area, the footpaths, all grass, planted, slabbed, gravelled and tarmacadamed areas, open areas, landscaped areas, the tree belts and the new structure planting areas and all footways, cycle paths, bridges and roadways leading thereto, all storm water treatment ponds and attenuation ponds, and other attenuation treatments or structures, pipes, culverts, swales, drains, private sewers and ancillary structures and all those parts of the Development Area which following completion by us, shall not have been taken over for maintenance by a local or other authority or exclusively alienated to Scottish Woodlands (as hereinafter defined) or an equivalent landscape maintenance company or body ("the Landscape Company") or to the Disponees; (b) the drains and soil pipes and main water supply pipes, all domestic supply pipes, water, gas and other pipes, sewers and drains, electricity, television, security and telephone cables and all services serving the Development Area and not pertaining specifically to any dwellinghouse, flatted dwellinghouse or the Commercial Property within the Development Area and all other services serving the Development Area and not pertaining specifically to any dwellinghouse, or the Commercial Properties within the Development Area; To the extent that any of the foregoing items have been adopted for maintenance purposes by the Local Authority or service provider they shall be excluded from the terms "the Common Property of the Development Area";

"Disponee(s)" This term shall apply to the heritable proprietor(s) of one of the dwellinghouses, flatted dwellinghouses or Commercial Properties within the Development Area or the purchaser(s) of part of the Development Area on which such dwellinghouses, flatted dwellinghouses or Commercial Properties are intended to be built and shall include his/her/their successors and assignees as heritable proprietor(s);

"Landscape Company" This term shall mean Scottish Woodlands Company (as hereinafter defined or an equivalent landscape maintenance company or body

"Plot(s)" This term shall apply to the plots or areas of ground on which dwellinghouses, flatted dwellinghouses or Commercial Properties are erected or intended to be erected by us or our Disponees;

"Proprietor(s)" This term shall apply to the Disponees and heritable proprietors of the dwellinghouses and flatted dwellinghouses constructed on a Plot and any person(s) residing with them in a dwellinghouse or flatted dwellinghouse and the Disponees and heritable proprietors, tenants or occupiers of the Commercial Properties within the Development Area, all jointly and severally, and shall include his/her/their successors and assignees as heritable proprietors;

"Scottish Woodlands" This term shall apply to Scottish Woodlands Limited, a company registered under the Companies Acts (Company Number SC101787) and having its registered office at Research Park, Riccarton, Edinburgh;

SECOND The Disponees shall be responsible for the insurance, maintenance, repair and where necessary renewal of all of the Common Property of the Development Area and of all other areas of ground or facilities within the Development Area but outwith the boundaries of the Plots which in our sole opinion should be the responsibility of the Disponees including without prejudice to the foregoing generality the replacement of trees and shrubs, the cutting of grass and the sweeping, cleansing and lighting of the Development Area (except in so far as any area or responsibility may be taken over by the appropriate local authority or some other authority or service provider or exclusively alienated to Scottish Woodlands or the Landscape Company The Disponees shall be liable for the cost of such maintenance, repair and others as aforesaid and that whether or not the Common Property of the Development Area serves his particular Plot in the following proportions (each of the aftermentioned shares being equal): - (a) Each Plot shall be liable for one share, (b) for the avoidance of doubt, any Plot on which a block of flatted dwellinghouses is erected shall be liable for one share for each flatted dwellinghouse located on the Plot, (c) the Commercial Properties shall be liable for one share of every one tenth or one decimal part of an acre (or part thereof) owned or occupied by them as their exclusive property and (d) the Builders or their successors in title to the said subjects registered under Title Numbers WLN 20143, WLN 25975 and WLN 33591 or any part thereof (excluding the School Site) shall be liable for the shares applicable to any remaining Plots not sold; Declaring that we reserve the right and shall be at liberty to dispoise and/or transfer the whole or any part of the Common Property of the Development Area to a local or other Authority or to Scottish Woodlands or some equivalent landscape company, or such person, persons or entity as we in sole discretion see fit (such local or other authority, Scottish Woodlands, equivalent landscape company, person, persons or entity being hereinafter collectively referred to as the "Transfer Parties" and the Disponees/Proprietors individually and collectively, will not and will not be entitled to object to such disposition, dispositions, transfer or transfers, but that subject always to the Disponees/Proprietors always being obliged to relieve the Transfer Parties of all disposing conditions and planning conditions in respect of any parts of the Common Property of the Development Area areas disposed or transferred as set out hereinbefore.

THIRD We shall, if we consider appropriate and at our sole discretion, appoint Scottish Woodlands or some equivalent Landscape Company to manage and be responsible for the repair, maintenance and renewal of all unbuilt on areas, open spaces, landscaped areas, play areas and other parts of the Common Property of the Development Area that we consider appropriate and that lie within or surround the development of the Development Area;

FOURTH In the event of Scottish Woodlands or the Landscape Company being appointed by us in terms of Clause THIRD hereof, we will enter into an agreement with Scottish Woodlands or the Landscape Company which will oblige it to manage and to be responsible for the repair, maintenance and renewal of the Common Property of the Development Area or such parts thereof for which Scottish Woodlands or the Landscape Company are to be responsible or which are transferred to them in terms of Clause SECOND hereof and that to a reasonable standard for the amenity of the Disponees/Proprietors and to a standard to comply with any disposing conditions and planning conditions applying to the Development Area or any part thereof;

FIFTH In the event that we appoint Scottish Woodlands or a Landscape Company and convey to it areas of ground for management and maintenance in terms of Clause SECOND hereof (which areas are hereinafter referred to as "the Open Ground") Scottish Woodlands or the Landscape Company shall be bound in terms of the contract of appointment and/or disposition to be granted in their favour in respect of the Open Ground to manage and maintain the Open Ground as landscaped open spaces, woodland storm water treatment ponds and attenuation ponds, and other attenuation treatments or structured and play areas as appropriate in accordance with the management and maintenance and specification comprised in the schedule annexed to this Deed of Conditions ("the Specification") subject to such variations to the Specification as may be agreed in writing from time to time between (1) Scottish Woodlands or the Landscape Company and us during such period as we are a heritable proprietor of the Development Area or part thereof, or and (2) between Scottish Woodlands or the Landscape Company and a majority of the Disponees during such period as we are not a heritable proprietor of any part of the Development Area (all of which works and other matters comprised from time to time in the Specification and in any variations thereto are hereinafter referred to as "the Management Operations"); Declaring that (One) Each of the Disponees are bound and obliged in all time coming to contribute to the whole costs of the Management Operations together with reasonable estate management remuneration and charges incurred by Scottish Woodlands or the Landscape Company as follows and that whether or not the Common Property of the Development Area serves his particular Plot (each of the aftermentioned shares being equal): - (a) Each Plot shall be liable for one share, (b) for the avoidance of doubt, any Plot on which a block of flatted dwellinghouses is erected shall be liable for one share for each flatted dwellinghouse located on the Plot and shall be borne by the heritable proprietor thereof and (c) the Commercial Properties shall be liable for one share of every one tenth or one decimal part of an acre (or part thereof) owned or occupied by them as their exclusive property; declaring that the Builders or their successors in title to said subjects registered under Title Numbers WLN 20143, WLN 25975 and WLN 33591 or any part thereof (excluding the School Site) shall be liable for the shares applicable to any remaining Plots not sold to Scottish Woodlands or the Landscape Company or its successors; (Two) the costs of effecting Management Operations to be paid by Disponees pursuant to sub-clause (One) of this Clause FIFTH shall not be permitted to increase in any one year by a margin or amount which exceeds the relevant increase (if any) for that year in the rate of inflation as measured by the UK Index of Basic Materials and Fuels as published by the Financial Times, London Retail Prices Index; (Three) all Disponees/Proprietors and their foresaids are bound and obliged not to deposit refuse upon or otherwise exercise any rights which they may have over the Open Ground in such a manner as to cause nuisance or prejudice to the Open Ground or any part thereof or to prejudice or adversely effect the efficient and economic carrying out by Scottish Woodlands or the Landscape Company or its successors of any part of the Management Operations; (Four) to the extent, if any, to which it may in law be necessary, for the purposes of enabling Scottish Woodlands or the Landscape Company or its foresaids validly to enforce the foregoing land obligations, there is hereby conferred upon Scottish Woodlands or the Landscape Company and its foresaids a jus quaesitum tertio for enforcement of the foregoing provisions of these presents in a question with all Disponees/Proprietors and their foresaids; (Five) the whole of the foregoing conditions and obligations contained in this Clause FIFTH are hereby declared to be community burdens,

real reservations, burdens, conditions and land obligations affecting each and every Plot with the intent to confer upon Scottish Woodlands or the Landscape Company or its foresaids as disponees of the Open Ground express right, title and interest jus quaesitum tertio to enforce performance of same against all Disponees and Proprietors of any one or more of them;

SIXTH We shall, if we consider appropriate and at our sole discretion, appoint a Factor for the Development Area who if appointed will be responsible for instructing and supervising any maintenance and repair of the Common Property of the Development Area or part thereof and for apportioning the cost thereof among the Disponees in accordance with the provisions of these presents as if the factor were the Landscape Company and we shall have full power to determine the level of the Factor's remuneration and the initial sum payable as aftermentioned in respect of any Factor's fund. The appointment (if any) of the first Factor will be for an initial period of three years from the date of sale of the last dwellinghouse within the Development Area.

SEVENTH In the event that we have not appointed a Factor by the latest of (One) the sale of the last Plot within the Development Area ; or (Two) one month prior to the expiry of the appointment of the said Factor as aforesaid, the Disponees/Proprietors of any ten per cent of the dwellinghouses or ten per cent of the Commercial Properties within the Development Area shall have power to call a meeting of the whole Disponees/Proprietors of the other dwellinghouses and Commercial Properties within the Development Area to be held as such reasonably convenient time and place as the convenor of the said meeting may determine and of which time and place of meeting at least fourteen days notice in writing shall be given by or on behalf of the convenors of the said meeting to the other Disponees/Proprietors and at any meeting as convened any of the said Disponees may be represented by a Mandatory. The Disponee/Proprietor or Disponees/Proprietors of any forty per cent or more of the dwellinghouses and forty per cent of the Commercial Properties or the Mandatory or Mandatories present of such Disponee(s)/Proprietor(s) shall be a quorum. The Disponees/Proprietors present at such meeting or their Mandatories shall be entitled to one vote for each dwellinghouse or commercial property owned by them or their principal; DECLARING that in the event of any of the said dwellinghouses or commercial properties 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 or commercial property And it shall be competent at any such meeting by a majority of the votes of those present (said votes to be computed as aforesaid);

(PRIMO) to order to be executed any maintenance and repair to said Common Property of the Development Area;

(SECUNDO) to make any regulation in conformity with these presents which may be considered necessary or expedient with regard to the preservation, cleaning, use or enjoyment of the said Common Property of the Development Area;

(TERTIO) to appoint any one qualified person or firm who may be one of their own number as Factor, who will take charge of and perform the various functions to be exercised in the care, maintenance and management of the said Common Property of the Development

Area; To determine the level of the Factors remuneration, fix the duration of said Factor's appointment to terminate said Factor's appointment and to appoint another Factor in his place; DECLARING that following upon the appointment of a Factor by us in the event of the office of Factor falling vacant for any reason the Disponees/Proprietors of all the dwellinghouses within the Development Area shall be bound forthwith to appoint another Factor in his place and shall not allow the said office of Factor to remain vacant;

(QUARTO) to delegate to the Factor appointed as aforesaid full right power and authority to take charge of all matters pertaining to the maintenance and preservation of the Common Property of the Development Area and the employment of labour thereanent;

(QUINTO) to instruct the collection by the Factor of the Annual Maintenance Charge aftermentioned from each Disponee/Proprietor and the accounting by the Factor for his intromissions therewith;

(SEXTO) to instruct the employment by the Factor of a gardener or gardeners, cleaner or cleaners and other staff as required for the maintenance and preservation of the Common Property of the Development Area;

(SEPTIMO) to determine the amount of the annual maintenance charge from time to time; DECLARING that the Factor shall unless otherwise determined by a meeting of the Disponees/Proprietors be entitled during the continuance of his employment to exercise the whole rights and powers which may competently be exercised at or by a meeting of the Disponees/Proprietors as aforesaid; Further DECLARING that any one Disponee/Proprietor may at any time in respect of any Common Property of the Development Area in which he has an interest require the Factor to convene a meeting of all other Disponees also having an interest in Common Property of the Development Area to discuss the level of the Factorial remuneration, the care, maintenance, repair or management of such Common Property of the Development Area in which case the same provisions regarding notice, majority decision and execution of any payments for repairs et cetera shall apply but only those with an interest in the issue for which the meeting is convened may attend and vote at such meetings; And it is declared that all expenses and charges incurred for any work undertaken for services performed in terms of or in furtherance of the provisions herein contained and the remuneration of the said factor as hereinafter mentioned shall be payable by the respective Disponees of the said dwellinghouses and Commercial Properties (each Disponee paying a share of said remuneration in accordance with the proportions set out in Clause FIFTH hereof) whether consentors thereto or not in the same way as if their consent had been obtained and in the event of any Disponee so liable failing to pay his/her or their proportion of such common maintenance charges insurance premiums (where applicable) and other or such expenses, charges or remunerations within one calendar month of such payment being demanded the Factor shall (without prejudice to the other rights and remedies of the Disponees) be entitled to sue for and to recover the same in his name from the proprietor and proprietors so failing provided always that it shall be the option of the Factor before or after taking any action to call a meeting of the relevant Disponees/Proprietors to decide where and to what extent such action should be pursued and in the event of failure to recover such payments and/or the expense of any action (including all judicial and extra-judicial costs) the remaining Disponees shall be bound to

reimburse the Factor in accordance with said proportions, the remaining Disponees being entitled to recover such amounts from the defaulting Disponees.

EIGHTH In order that Scottish Woodlands or the Landscape Company, or the factor if appointed in terms hereof, shall have a fund for the execution of necessary and reasonable repairs, renewals, maintenance and cleaning charges, services, insurance premiums and expenses and fees relating to the Common Property of the Development Area, each dwellinghouse, flatted dwellinghouse and Commercial Property excepting always any dwellinghouses erected on the Affordable Housing Site (being the area edged and letter referenced B in blue on the Title Plan the proprietors of such dwellinghouses only being responsible for the payments due under Clauses FIFTH, SIXTH and SEVENTH) shall be burdened with a real lien and burden of payment of an initial sum ("the initial sum") payable in accordance with the proportions set out in Clause FIFTH hereof to be determined for the first year's maintenance charge, which sum shall be due and payable as at the date of entry to such dwellinghouse, flatted dwellinghouse or Commercial Property, and thereafter each dwellinghouse, flatted dwellinghouse and Commercial Property shall be burdened with a real lien and burden of payment of such other sums as may be required for the foresaid purposes and fixed by Scottish Woodlands or the Landscape Company or the Factor or at a meeting of the Disponees/Proprietors held as before provided said sums to be payable in accordance with the proportions set out in Clause FIFTH hereof at the time payable as determined by Scottish Woodlands or the Landscape Company or the Factor or the said meeting of the Disponees/Proprietors and such sums shall be applied by Scottish Woodlands or the Landscape Company or the factor in their accounting for their intromissions to the Disponees of the dwellinghouses, flatted dwellinghouses and Commercial Properties in the Development Area towards the indebtedness of each Disponee for his portion of the whole expenses of the maintenance and preservation of the Common Property of the Development Area including the remuneration and charges incurred by Scottish Woodlands or the Landscape Company or the Factor for and on behalf of the said Disponees/Proprietors; In the event of said expenses of maintenance and remuneration being in excess of the total maintenance charge paid to Scottish Woodlands or the Landscape Company or the Factor as aforesaid, Scottish Woodlands or the Landscape Company or the Factor will be entitled to levy immediately against each Disponee/Proprietor an appropriate share of such excess; In the event of the total said maintenance and remuneration not exceeding the total maintenance charge paid to Scottish Woodlands or the Landscape Company or the Factor as aforesaid the balance of said maintenance charges in the hands of Scottish Woodlands or the Landscape Company or the Factor shall be retained by them towards the following year's expenses; DECLARING that Scottish Woodlands or the Landscape Company or the Factor shall within one month of the Eleventh day of November in each year provide a full statement of account of their intromissions or make such statement and vouchers available in their place of business to any Disponee/Proprietor wishing to have sight thereof or to such Disponee's/Proprietor's appointed agents. For the avoidance of doubt, said Affordable Housing Site and any buildings erected thereon are not liable for payment of the initial sum nor for any costs relating to the initial creation of any Common Property of the Development Area.

NINTH The terms of the Section 75 Agreement among West Lothian Council, Gallagher Bathgate Limited and Beazer Homes Limited, registered 24 January 2003 under Title

Numbers WLN20143 and WLN25975 shall not be prejudiced by the terms of this Deed of Conditions and shall remain in full force and effect until the terms thereof are implemented or discharged.

TENTH It is hereby expressly provided and declared that there is retained power to the Builders and our foresaids to make whatever alterations or deviations we may consider proper upon any of the development plans of the said plots of ground or even to depart entirely therefrom and we expressly reserve to ourselves and our foresaids the right to dispose of any part of the Development Area for such purpose as we or they may think fit or to alter or modify in whole or in part the foregoing conditions with the consent of the Council which shall not be unreasonably withheld or delayed and in the event of our or their so doing the Disponees shall have no right or title to object thereto and shall have no claim in respect thereof;

All which reservations, real burdens, community burdens, conditions, provisions, declarations and others before written are declared real burdens and servitudes upon and affecting the Development Area there is also conferred on each Proprietor and on Scottish Woodlands or the Landscape Company a Jus Quaesitum Tertio for enforcement of the provision of these presents in a question with any other Disponee and/or Scottish Woodlands or the Landscape Company or the Factor, in so far as he and/they shall from time to time have an interest to enforce the same.

SCOTTISH WOODLANDS LTD.

Landscape

Ground Maintenance Specification

Specification for Summer Maintenance

The following is a summary of the proposed routine maintenance programme required during the growing season each year.

The summer maintenance programme shall run from 1 April to 31 October each year. Maintenance visits shall generally take place at two-weekly intervals, dependent on site and weather conditions.

During each maintenance visit the following specifications shall be adhered to:-

Removal of Litter

All litter and other debris shall be removed from all maintained areas, paying particular attention to the removal of broken bottles, glass, tins, sharp objects and other items likely to be hazardous to members of the public.

Grass Cutting

Amenity Grass Areas

All maintained grass areas shall be mown using machinery appropriate to the task. This shall generally be carried out at two-weekly intervals in order to maintain the grass sward in good condition to an acceptable height. All grass edges shall be kept neat and tidy. All obstacles shall be strimmed round in order to maintain a neat and tidy appearance. Strimmers shall not be used around the base of staked trees.

Frequency of cutting will remain flexible and shall be adjusted to suit weather conditions and growth rates as appropriate.

Operations will not be carried out where ground conditions prevent the use of machinery without damage to the ground surface. Where grass cutting is suspended due to inclement weather, additional maintenance visits shall be carried out as soon as conditions permit.

Frequency of grass cutting may be reduced during periods of low rainfall when growth rates are low.

Following cutting, all surround hardstanding areas shall be swept clear of arisings.

Shrub Bed Maintenance

On each maintenance visit all shrub beds shall be checked for weed growth. Where weed growth is apparent the beds shall be weeded, either by cultivation, by hand, or through the use of an appropriate translocated herbicide as conditions dictate.

Shrubs shall be pruned, usually once per annum at the suitable time of year in keeping with good horticultural practice. All arisings shall be removed from site.

During each visit any dead, dying or diseased shrubs shall be removed.

Structural Woodland Areas

During the first three growing seasons, or until canopy closure, all trees shall have an area 1 metre in diameter maintained free of weed growth by the application of an appropriate translocated or residual herbicide. This is in accordance with the good forestry practice and is designed primarily to facilitate rapid establishment of new trees. In addition, any dead, dying or diseased trees shall be removed.

Arrangements shall be made to carry out replacement planting in accordance with the original planting specification, but only during the planting season and when appropriate plant material is available.

In addition, where woodlands are in high visibility areas (e.g. main entrance, showhouse complex), vegetation between the trees shall be strimmed three times per annum during the first three growing seasons in order to control the growth of noxious weed species, such as thistle, dock, ragwort and willow herb.

Following the third growing season or canopy closure, the level of weed control and strimming described above may be reduced.

All footpaths through or adjacent to structural woodland areas shall have a 2 metre wide strip either side trimmed three times per annum in order to prevent encroachment of vegetation onto the path.

Additionally, all fence lines shall have a 2 metre wide strip of vegetation controlled, either by trimming or the application of herbicide, as appropriate to the location.

All fences shall be checked and repairs carried out as necessary.

Staked Trees

All staked trees shall be inspected during each maintenance visit. Any dead, dying or diseased trees shall be removed, and formative pruning to remove dead or damaged branches shall be carried out as necessary. Where trees are removed, the ground shall be reinstated to match the surroundings.

At the beginning and end of each growing season all stakes and ties shall be checked and adjusted or removed as necessary.

Where staked trees are growing in maintained grass an area of 1 metre in diameter shall be maintained in a weed free condition by the application of an appropriate translocated herbicide. Strimmers shall not be used around the base of staked trees.

Wildlife and Wetland Areas

The Species Rich seeded areas of the Wetland Wildlife Areas shall be cut annually.

All cuttings will be collected and removed from the site.

The operational requirements will otherwise be as for grass cutting in the maintained areas.

Other Items

From time to time other maintenance items of a non-routine nature may be required. Such items shall normally be dealt with during the next scheduled maintenance visit, except where matters of health and safety are involved, in which case arrangements shall be made to deal with the situation as a matter of priority.

Landscape

Long Term Ground Maintenance

Specification for Winter Maintenance

The winter maintenance programme shall run from 1 November to 31 March in the following year.

Maintenance visits shall generally take place at monthly intervals, dependent on site and weather conditions.

During each maintenance visit, the following specifications shall be adhered to:-

Removal of Litter

All litter and other debris shall be removed from all maintained areas, paying particular attention to the removal of broken bottles, glass, tins, sharp objects and other items likely to be hazardous to members of the public.

Shrub Bed Maintenance

Shrub beds shall generally be forked over once during the maintenance period unless a layer of bark mulch has been applied.

Where species dictate, pruning shall be carried out in accordance with good horticultural practice. All arisings shall be removed from site.

Any necessary replacement planting shall be carried out in accordance with the original planting specification unless the plant failure has been caused by growing conditions and a suitable shrub species shall be used as a replacement.

Structural Woodland Areas

Any necessary replacement planting shall be carried out in accordance with the original planting specification. Application of residual herbicide may be made around the base of each tree where this is the preferred type of weed control.

Other Items

From time to time other maintenance items of a non-routine nature may be required. Such items shall normally be dealt with during the next scheduled maintenance visit, except where matters of health and safety are involved, in which case arrangements shall be made to deal with the situation as a matter of priority.

Note 1: The foregoing Deed of Conditions contains a declaration that section 17 of the Land Registration (Scotland) Act 1979 is not to apply. The conditions therein have been created as real burdens in respect of subjects of which the subjects in this Title form part by being imported by reference in a subsequently registered deed in terms of section 6 of the Title Conditions (Scotland) Act 2003.

Note 2: The S75 Agreement referred to in Clause NINTH above was discharged conform to Discharge by West Lothian Council, registered under Title Numbers WLN20143 and WLN25975 on 20 Dec. 2007.

Burden 9

Deed of Conditions, registered 17 Dec. 2008 by Gallagher Bathgate Limited proprietors for the time being of "the Development" as hereinafter defined (hereinafter referred to as "Gallagher Bathgate") narrates as follows:

CONSIDERING that Gallagher Bathgate have erected or are about to erect on the Development a number of dwellinghouses, flatted dwellinghouses and garages with such relative offices and other buildings as Gallagher Bathgate may deem expedient and Gallagher Bathgate are also about to sell the same and it is desirable to define the rights, interests, obligations and liabilities of the proprietors of the individual houses and flatted dwellinghouses in the Development THEREFORE WE DECLARE and provide as follows:

1. Definitions

1.1 In this entry, unless the context otherwise requires, the following expressions shall have the following meanings assigned to them: -

"Bin Stores" means any of the buildings or part of the buildings erected on the Development designated by Gallagher Bathgate as a bin store;

"Block" means any one of the buildings erected on the Development comprising Flats sharing a common entrance, passageway and stairway;

"Car Parking Spaces" means the car parking spaces for flats and Terraced Houses and the access roadways thereto all shown coloured yellow on Supplementary Plan No. 2 to the Title Plan (which Supplementary Plan is a copy of the plan annexed to this Deed of Conditions);

"Common Ground" means those parts of the Development which do not comprise a Plot, a Block, a Bin Store, or a Car Parking Space and which Gallagher Bathgate do not dispose or intend to dispose to an individual Proprietor including the landscaped open space areas, any roads and footpaths which are not adopted for maintenance by the relevant local authority, the solum of adopted roadways and any Service Strip (as hereinafter defined) which does not form part of a Plot (as hereinafter defined);

"the Development" means the subjects known as and forming Areas X, Y, Z and AA of the development site at Wester Inch, Bathgate, lying generally to the West of the B792 Blackburn Road, Bathgate, being the subjects edged red on the Title Plan;

"Dwellinghouse" means a detached dwellinghouse, semi detached dwellinghouse or terraced dwellinghouse with or without garage (either single or double) built on a Plot;

"Factor" means a factor appointed in terms of Clause 1 of Part 2 of the Schedule;

"Flat" means any one of the flatted dwellinghouses within a Block located in the Development;

"Flat Common Subjects" means (a) the solum on which the Block is erected and the roof of any subjects situated over a pend, forming part of the Block; (b) the foundations, the outside walls and gables, the roof and roof voids, whether located above the stairwell or above any Flat, the roof hatchway with ladder and doors leading thereto from the stairwell, the common steps and doors, the entrance porch, locks and canopies, vestibule, halls and landings, the service cupboard within each Block and the fittings thereof, the stairs, passages and walls

and ceilings enclosing the same, with the windows and frames and casings thereof, and the stair railings, the balcony structures apart from the floors and balustrades thereof but including the railings thereon, and the common lighting, including emergency lighting both internal and external in relation to the Block; (c) the drainage and main water supply pipes, gas pipes and all other pipes and rhones, conductors, gutters, tanks and cisterns, ventilating pipes and waste pipes and ducts and electricity cables of every description serving the Block; (d) the whole furnishings, floor coverings and fittings of the said common parts of the Block; (e) the common television and radio aerial the communal satellite system and cables affixed to the Block (if any); (f) the door entry system equipment (but not the handset within each Flat which shall be the responsibility of the relevant Proprietor) and/or any other security system and associated equipment including the closed circuit television system, if any; (g) if applicable, the lift serving the Block together with the lift car, lift shaft, lift shaft doors, lift pit, motor room and all others pertaining to the lift; (h) the Bin Stores relevant to that Block; (i) bicycle stores and cradles; and (j) all other parts of the Block common to the Proprietors of the Flats comprised in the Block;

"Mutual Access Drive" means those driveways shared between two or more Proprietors of Plots as may be designated by Gallagher Bathgate as mutual access drives;

"Owners' Association" means the Association of which all the Proprietors shall automatically become members on the date on which Gallagher Bathgate have sold and handed over possession of the last of the Plots or Flats (as the case may be) within the Development, the purpose of which Association shall be to carry out the purposes of these presents in terms of the powers conferred by Clauses 2, 3 and 4 of Part 2 of the Schedule and otherwise to preserve the amenity of the Development and the enjoyment thereof by its members;

"Plot" means a plot of ground on which a Dwellinghouse is erected or intended to be erected and the garage or garden ground and other buildings (if any) pertaining thereto;

"Proprietor" means the owner for the time being of any Plot, or any Flat and, where two or more persons own a Plot or Flat includes both or all of them and any obligations hereby imposed on them shall bind them jointly and severally;

"Restricted Parking Area" means any areas of ground as may be designated by Gallagher Bathgate as restricted parking areas;

"Schedule" means the schedule in 3 parts annexed to the said Deed of Conditions;

"Service Strip" means any areas of ground designated by Gallagher Bathgate as service strips for the purpose of leading gas, water, electricity, drainage and telephone and other services to and from the Dwellinghouses or the Blocks;

"Gallagher Bathgate's Consent" means the prior written consent of Gallagher Bathgate, declaring that from such date as Gallagher Bathgate have sold and handed over possession of the last of the Dwellinghouses and Plots or Flats within the Development Gallagher Bathgate's Consent shall be deemed to mean the consent of the Owners' Association (as hereinafter defined);

"Terraced House" means any one of the houses within the Development which form part of a semi-detached or terraced block;

2. Real Burdens

2.1 The real burdens set out in Part 1 of the Schedule are imposed on the Development as community burdens. The said community burdens and the additional real burdens set out in Part 2 of the Schedule shall be enforceable by the Proprietors and shall be binding on them and their respective executors and successors in all time coming.

2.2 None of the real burdens imposed by this Deed of Conditions will be enforceable in respect of any Plot or Flat until the date of registration in the Land Register of Scotland of the first disposition by Gallagher Bathgate of that Plot or Flat in favour of a Proprietor in which the real burdens in this Deed are expressly stated to apply.

3. Servitudes

The servitudes set out in Part 3 of the Schedule are imposed on the Development and the said servitudes shall be enforceable by the proprietors for the time being of any part of the Development affected by the said servitudes.

4. Arbitration

All questions, disputes, differences and others which may arise amongst the Proprietors or any of them regarding (One) their rights and interests in the Dwellinghouse or the Plot or a Flat or Block or Development or any part or parts thereof; (Two) the necessity for executing any works whether common or not or the liability for cost thereof; (Three) the reasonableness or expediency of any order, regulation, decision, determination or appointment made at any meeting of the Proprietors; and (Four) all other questions so far as depending on or otherwise arising out of or in respect of these presents in any manner of way (except in all cases any questions which may be referred to the Factor in terms of Part 2 of the Schedule) shall, failing agreement, be referred to the decision of an arbiter suitably qualified and experienced in residential development work appointed by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors and whatever said arbiter shall determine shall be final and binding in all matters upon all parties concerned and the Proprietors concerned shall be bound to implement and fulfil to each other the said decisions, findings and decrees of the arbiter, with power to the arbiter to take skilled advice and order execution or performance of works and to apportion the cost thereof amongst the Proprietors or to vary or annul any such order, regulation, decision, determination or appointment and to find all or any of them liable in expenses of the arbitration and to discern accordingly.

5. Amendments

There is expressly reserved to Gallagher Bathgate the right to alter or modify in whole or in part the real burdens, servitudes and others herein contained and in the event of Gallagher Bathgate so doing, the Proprietors shall have no right or title to object thereto and shall have no claim in respect thereof. Any such alteration or modification in respect of any one or

more of the Plots shall not imply any similar alterations or modifications in respect of the other Plots. Further, there is hereby retained to Gallagher Bathgate the right to make whatever alterations or deviations as Gallagher Bathgate consider proper upon any part of the Development or the plans thereof or to depart entirely therefrom and Gallagher Bathgate expressly reserve to themselves and their foresaids the right to dispose of any part of the Development for such purposes as they think fit or alter or to modify in whole or in part the foregoing conditions and in the event of their doing so no Proprietor shall have the right or title to object thereto nor shall he have any claim in respect thereof

SCHEDULE

This is the Schedule referred to in the foregoing Deed of Conditions by Gallagher Bathgate Limited

Part 1

Community Burdens affecting the Development

1. Common Rights of Flats in Blocks

1.1 The Proprietor from time to time of each of the Flats in each Block shall have an equal pro indiviso right of property in common with each and every other Proprietor of a Flat in the same Block in and to the Flat Common Subjects.

1.2 In respect of hatchways located within a Flat leading to a roof void, access to such roof void via such hatchway will be restricted to the Proprietor of such Flat, except in relation to necessary maintenance and repairs to the Flat Common Subjects if such maintenance and repairs cannot reasonably be carried out without taking access through such hatchway.

1.3 The entrance porch and hall, stairs, passages and landings within the Block shall be kept carpeted with good quality carpeting at all times.

1.4 Where the common television and radio aerial pertains to two or more Blocks, the Proprietor of each Flat in each Block shall have an equal pro indiviso right of property therein and thereto in common with each and every other Proprietor of a Flat in the same two or more Blocks.

1.5 Where the Bin Stores pertain to two or more Blocks, the Proprietor of each Flat in each Block shall have an equal pro indiviso right of property therein and thereto in common with each and every other Proprietor of a Flat in the same two or more Blocks.

2. Alterations to and Use Of Dwellinghouses and Flats

2.1 No dwellinghouse or other building whether of a permanent, temporary or portable nature shall be erected on the Development nor shall any addition, extension, alteration, rebuilding or reconstruction in whole or in part be made on or to any Dwellinghouse, Flat or building on any Plot including fences, walls or other form of enclosure on the Development until Gallagher Bathgate's Consent has been obtained. In particular, without prejudice to the generality, the cutting or boring of holes in common or party walls of Flats or in the

plasterwork, plasterboard or other facing thereof is expressly prohibited (but nothing in the foregoing shall prohibit any Proprietor from hanging pictures or cabinets or carrying out other minor work not involving any permanent damage to the Flat.

2.2 Each Dwellinghouse and each Flat shall be used and occupied as a private dwellinghouse and the remainder of each Plot so far as not occupied by parking spaces and paths shall be used as garden or amenity ground and for no other purpose whatsoever and shall remain unbuilt on in all time coming. The Dwellinghouses or Flats shall not be subdivided or occupied by more than one family at a time nor shall the garage or any other building or part of the Plot be sold separately from the Plot as a whole.

2.3 No Dwellinghouse, Plot or Flat or any part thereof shall be used for the carrying on therein of any trade, business or profession or for the selling of any goods or any wares of any sort. Further, no Flat or any part thereof can be used or cause to be used for any purpose which might in the opinion of Gallagher Bathgate be deemed a nuisance and that whether or not such trade, business or profession is incidental to the ordinary residential use thereof. No shops or other buildings for the sale of any wines or spirits or other excisable liquors or for the making or manufacturing of any goods for sale shall be erected on the Plots, Flats, Blocks or the Development without Gallagher Bathgate's Consent.

2.4 No board, card, plate or advertising notice of any kind shall be placed on or in the Dwellinghouse, Plot, Flat or Development without Gallagher Bathgate's Consent (except (i) where a board or notice is erected in relation to the sale of a Plot or Flat following the date on which Gallagher Bathgate have sold or handed over possession of the last of the Plots and Flats at the Development, or (ii) the erection of two small plates showing the name of the Proprietor and the name of the Dwellinghouse).

2.5 No power boats, marine craft, caravans, commercial vehicles or vehicles other than private motor cars, motorcycles or cycles shall be parked on the Plot or on the Flat Car Parking Spaces or in the open without Gallagher Bathgate's Consent nor shall anything be done on the Development, the Plot, the Flat or the Dwellinghouse which may be deemed to be a nuisance or occasion disturbance to any other Proprietors. Further, any vehicle permitted to use the Car Parking Spaces shall display a valid tax disc at all times.

3. Formation of Services and Use of Service Strips

3.1 The Proprietors of each Dwellinghouse and the Proprietors of the Flats in each Block shall be bound, so far as not already formed, to form and thereafter to maintain all to the satisfaction of Gallagher Bathgate in the locations and to the levels which have their approval, all roads, pavements, footpaths, lanes and sewers on the Plot, the Block or the Development as a whole so far as included in or ex adverso the Plot, the Block or the Development

3.2 The Proprietor of any part of the Development designated a Service Strip and forming part of and/or situated adjacent to a Plot or Block (or the Proprietors of the Flat in such Block) shall be prohibited from erecting any buildings, walls, fences or other enclosures or from planting any trees, hedges, shrubs or any other plants whatsoever (except grass) or from altering surface levels or from carrying out any work which would be likely to cause

damage to or interfere with any sewers, drains, pipes, ducts, cables and/or other services located within the Service Strip.

4. Mutual Access Drives

4.1 Each Proprietor of a Plot served by a Mutual Access Drive in common with other Plots shall have a right in common to that Mutual Access Drive and any such Mutual Access Drive shall be maintained in all time coming at the joint equal expense of such Proprietors.

4.2 Parking of vehicles of any nature is prohibited on any Mutual Access Drive.

5. Boundary Fences/Walls

5.1 Fences or walls so far as forming divisions between adjoining Plots shall be erected as to one half of their width on each of such adjoining Plots. Following the sale of a Plot by Gallagher Bathgate, such fences or walls shall be maintained solely by the Proprietor of such Plot until the adjoining Plot or Plots is/are sold by Gallagher Bathgate, following which said walls or fences shall thereafter be maintained and kept in good order and repair at the joint equal expense of adjoining Proprietors.

5.2 Where part of a boundary is formed by a wall of a garage and there is no adjoining garage on the adjacent Plot, the maintenance of such wall shall be the sole responsibility of the Proprietor of the garage.

5.3 In the event that a Dwellinghouse or garage erected by Gallagher Bathgate encroaches the airspace of any adjoining Plot, the Proprietor of such adjoining Plot shall be bound to permit such encroachment in all time coming; Declaring however for the avoidance of doubt that no such encroachment shall be permitted by any additional buildings or erections which are built or instructed to be built upon such Plot by the Proprietor of such Plot.

6. Common Ground

Each Proprietor shall be bound along with the other Proprietors to the extent of one share for each Plot or Flat to uphold and maintain the Common Ground in good order and repair in all time coming and in the event of damage or destruction to repair or renew the Common Ground (including, without prejudice to the foregoing generality, any Service Strip which does not form part of or which is not adjacent to a Plot or a Block) and common items. Each Plot and each Flat shall be held by the Proprietor thereof and its successors in all time coming under burden of maintenance of the Common Ground as aforesaid along with the other Proprietors within the Development.

7. Maintenance of Dwellinghouses and Plots

Each Proprietor of a Dwellinghouse and Plot shall maintain their Dwellinghouse and Plot in a good state of repair and decoration and take all appropriate and necessary steps either by themselves or in conjunction with others to prevent damage to the Dwellinghouse or Plot which may affect an adjacent Plot or create a nuisance to other Proprietors. In particular, any Proprietor shall, in the event of failure to take timeous and adequate measures to

prevent and repair such damage or defect, including notification to adjacent Proprietors whose premises may be affected, with a view to safeguarding the Dwellinghouses and/or Plots, be liable for any damage caused thereby.

8. Maintenance of Flats and Blocks

8.1 Each Proprietor of a Flat shall be bound to uphold and maintain in good order and repair and from time to time renew if and in so far as necessary the Flat Common Subjects jointly with the Proprietors of each of the other Flats in the same Block, each Proprietor paying an equal share of the cost thereof including (where applicable) an equal share of the cost of the metered stair and security lighting serving the Block. Any gable wall between adjoining Blocks and any part of the roof, elevations or guttering or any other item serving adjoining Blocks shall be mutual, and each Proprietor interested therein and each Proprietor interested in the common television and radio aerial shall pay an equal share along with the said other Proprietors of the cost of upholding, maintaining, repairing and renewing the same.

8.2 Each Proprietor of a Flat shall be bound to uphold and maintain the Flat in good order and repair and from time to time renew the Flat and the fixtures and fittings thereof all at his own expense and he shall take all appropriate and necessary steps either by himself or in conjunction with others to prevent damage to the Flat Common Subjects and Car Parking Spaces which may prejudice the same or create a nuisance to the other Proprietors of Flats, and in particular but without prejudice to the foregoing generality by control of vermin and immediate treatment of any dry rot or other form of rot or infestation which may be detected including, without prejudice to the foregoing generality, in the floors, skirting boards, joists, doors, walls, ceilings, mouldings and other] and the repair of any damage to water or other service pipes or wires [including, without prejudice to the foregoing generality, any soil and water pipes and gas or electric cables, pipes or appliances within his own Flat. Any Proprietor of a Flat shall, in the event of failure to take timeous and adequate measures to prevent and repair such damage or such defect (including notification to Proprietors of adjoining Flats whose premises may be affected with a view to safeguarding their property), be liable for any damage caused thereby.

8.3 The Proprietor of each Flat shall be prohibited from removing any sound-insulating floor coverings.

8.4 Where the Proprietors of two or more Flats have a common right of property in any part or portion of any of the other Flats (including non-structural division walls, floors and ceilings), each Proprietor shall be bound to uphold and maintain in good order and repair such parts or portions in all time coming and in the event of damage or destruction to restore and renew the said parts or portions paying for the cost of doing so for each Flat an equitable share of the said cost, such share to be agreed between the relevant Proprietors or, failing such agreement, to be determined by the Factor (or the Owners' Association as the case may be), whose decision shall be binding on all Proprietors. Each Proprietor shall have a right of access to adjoining Flats upon reasonable notice being given except in case of emergency to carry out the foregoing repairs and maintenance and each proprietor shall be required to allow a right of access to adjoining Proprietors over his Flat again upon

reasonable notice being given except in case of an emergency, for the purpose of repairs and renewals subject to restoration of all damage caused thereby.

9. Maintenance of Car Parking Spaces

9.1 Each Proprietor of a Flat and each Proprietor of a Terraced House shall be bound to uphold and maintain in good order and repair and from time to time renew if and insofar as necessary the Car Parking Spaces jointly with each of the other Proprietors of a Flat and each Proprietor of a Terraced House, each of the said Proprietors paying an equal share of the cost thereof.

9.2 Each Proprietor of a Flat and each Proprietor of a Terraced House shall take all appropriate and necessary steps either by himself or in conjunction with others to prevent damage to the Car Parking Spaces which may prejudice the same or create a nuisance to the other Proprietors of the Flats and Terraced Houses.

10. Decoration of Flats and Blocks

10.1 The Proprietor of a Flat shall not be entitled to paint, decorate or in any way alter the external appearance of the Flat or the windows, balcony, railings or the outside doors of the Flat or the Block nor shall they be entitled without Gallagher Bathgate's Consent to paint, decorate or alter the appearance of the halls, landings, common passages, stairs or doors, it being expressly provided that in order to preserve the uniformity of the outward appearance of the Flat, Block and of the halls, landings, passages, stairs and doors all painting thereof and all repairs thereon shall only be dealt with in the manner provided for in this Deed of Conditions with regard to common or mutual operations or repairs.

10.2 The Proprietors of the Flats in each Block shall:

10.2.1 regularly paint such of the outside woodwork, metalwork and such other parts of the Blocks as are usually painted and in any event at least once every three years;

10.2.2 at least once in every three years paint such parts of the halls, landings, common passages, stairs and inside doors and such other parts as are usually painted in each case either with two coats of good quality paint or otherwise treat the same as specified by the Factor (or the Owners' Association as the case may be) (acting reasonably) and shall paint such portions of the outside as are painted in a proper and workmanlike manner.

10.3 At such reasonable time as may be decided by the Factor (or the Owners' Association as the case may be), the Proprietors of the Flats in each Block shall replace the wallpaper on the walls of such parts of the halls, landings, common passages and stairs as have been wallpapered.

10.4 In the event of the Proprietors failing to agree to such painting or wallpapering, it will be carried out to the specification of the Factor (or the Owners' Association as the case may be) at the cost of the Proprietors.

10.5 The colours of the outside walls, woodwork, doors, window frames and metalwork of the Flats and Blocks shall not be changed from their original colours.

10.6 The Proprietors of the top floor Flats of the Blocks shall not be entitled to make attics in the roof or to erect storm windows or attic windows or alter the lines of the roofs.

11. Restrictions to Preserve Amenity

11.1 The following burdens will apply to preserve the amenity of the Development for the benefit of the Plots and the Flats:-

11.1.1 the erection of external television aerials by Proprietors is prohibited, each Proprietor being obliged to have an internal television aerial only. Satellite television dishes shall be prohibited in relation to Flats unless the Proprietor has obtained Gallagher Bathgate's Consent to the installation of the same and then only on the rear elevation of a Block or Dwellinghouse;

11.1.2 the parking of motor cars, cycles, caravans or any other vehicle of any nature shall not be permitted on any path, border, garden or Common Ground at any time and access to all roads, paths and footways must be kept free, unobstructed and open at all times;

11.1.3 the parking of fully licensed private cars only shall be permitted either (i) within a Plot or (ii) at clearly marked public parking spaces within the Development;

11.1.4 except as hereinafter provided, no clothes poles or clothes lines shall be erected on any part of the Development nor shall they be attached to or suspended from any window in any of the Dwellinghouses or Flats or from any part of the exterior walls. The Proprietor of a Plot shall be entitled to erect a rotary clothes dryer in the rear garden forming a part of the Plot. All garden ground forming part of the Plot shall be used as garden ground only and shall remain unbuilt upon other than with Gallagher Bathgate's Consent. Vegetables shall be grown in the rear garden of the Plots only. No clothes, window boxes or other items shall be hung from or placed on windows or balconies of any Flat or Block for any purpose;

11.1.5 the Proprietor must not throw any dirt, rubbish, rags, refuse or the like into the wash hand basins, showers, lavatories, cisterns, waste or soil pipes of the Flat or permit this;

11.1.6 no refuse containers or receptacle or any other article of any nature shall be permitted to be left or deposited otherwise than in accordance with the regulations and recommendations of the relevant department of the local authority;

11.1.7 no dogs shall be permitted within the Development (except within the boundaries of the dog owner's Plot or within the dog owner's Flat) other than on a lead and accompanied by an individual and no dog shall be permitted to foul any part of the Development whatsoever;

11.1.8 no dog, cat or other animal or bird (except birds kept in cages inside a Flat) which is or may be an annoyance to any other Proprietor (and it is declared that the Factor shall be

the sole judge as to whether or not any such animal or bird is or might cause such annoyance) shall be kept by a Proprietor of a Flat in the Flat belonging to him;

11.1.9 no refuse or waste matter of any description shall be left in or upon the porch, common halls, service cupboards, landings, passages or stairs of any Block or any of the Common Parts of the Development;

11.1.10 no Proprietor of a Flat shall permit the use of the porch, common halls, landings, passages or stairs of the Block by children for play or recreation;

11.1.11 the roof void of each Block shall not be used for storage or for any other purpose;

11.1.12 the service cupboard (if any) under the stairs of each Block shall be kept locked and shall solely be used by the Factor for storage of materials and equipment used for the cleaning of the Flat Common Subjects;

11.1.13 the Proprietor of each Plot is expressly prohibited from keeping poultry, ducks, pigeons, bees or other livestock;

11.1.14 the Proprietor of each Plot is prohibited from keeping any domestic animals which are or may prove to be a nuisance to the adjoining Proprietors; Gallagher Bathgate and/or the Factor shall have sole discretion to determine whether or not any such domestic animal constitutes a nuisance;

11.1.15 the external paintwork of the Dwellinghouses and the fence enclosing the Plot shall be maintained in the original colour and no Proprietor shall be permitted to paint any part of the exterior of the same a different shade or colour without Gallagher Bathgate's Consent;

11.1.16 no trees or shrubs shall be cut down, lopped, damaged or removed from any part of the Development unless they have become dangerous or overgrown and then only with Gallagher Bathgate's Consent. The Proprietors of the Plots shall be bound to maintain all hedges, shrubbery and trees on the Development in good order and in particular are obliged to replace all such stock until it has become established.

11.1.17 the Proprietors are prohibited from erecting any wall, fence, hedge or other form of enclosure along the front boundary of their Plot which contravenes the requirements of the Local Authority Highways Department relating to visibility and/or any requirement of the Planning Department in relation to the planning permission for the Development;

11.1.18 the Proprietors shall be bound to make the title deeds of their respective Plots or Flats forthcoming to Gallagher Bathgate for a reasonable time and on all necessary occasions when required and that free of expense to Gallagher Bathgate;

11.1.19 the parking of motor cars, cycles, caravans or any other vehicle of any nature shall not be permitted on any Restricted Parking Area which shall be kept free, open and unobstructed at all times;

11.1.20 the walkways, entrances, lobbies, halls, corridors, stairways, ramps, roads and rights of way leading to the Block or within the Blocks and the Development must not be

obstructed and no trolley shall be brought into a Block; and

11.1.21 no bicycles, scooters or similar vehicles, toys or other personal articles shall be allowed to stand in any accessways or other areas of the Flat Common Subjects other than areas designated for those purposes.

12. Insurance of Dwellinghouses

The Proprietors of the Dwellinghouses and the Plots on which the same are erected shall be bound to keep the Dwellinghouse and any garage and other buildings erected or forming part of his Plot insured with a reputable insurance company against loss by fire and other risks normally covered by a home owners' comprehensive policy for the full reinstatement value thereof including site clearance charges and professional fees. In the event of the Dwellinghouse or any part thereof being destroyed or damaged then the Proprietor of the Dwellinghouse shall be bound to restore or rebuild or reinstate the same and to repair the damage within one year of the occurrence of such damage or destruction but without making any alteration to or deviation from the original design and dimensions of the Dwellinghouse including the garage except with Gallagher Bathgate's Consent. All sums which may be received from the insurance company under a policy in respect of loss or damage to the Dwellinghouse or Plot shall be applied as soon as practicable in restoring or repairing the same. In the event that the cost of any such restoration or repair exceeds the sum recovered from the said insurance company in respect of such loss or damage any further sum required to meet the cost shall be paid to the Proprietor thereof at the date of such loss.

13. Insurance of Flats

13.1 The Proprietor of each Flat shall be bound along with the Proprietors of other Flats in the same Block to keep the Flat exclusively belonging to him and the Flat Common Subjects (hereinafter in this Clause collectively referred to as "the insured subjects") constantly insured by an index linked common insurance policy or common insurance policies with a well established insurance company held by the Factor in joint names of the Proprietors of the Flats and their bondholders (and their heritable creditors, if appropriate) against all risks normally covered by a comprehensive householders insurance policy and covering, without prejudice to the generality, the full reinstatement value and the risks of property owners' liability (for an adequate sum), fire, explosion, lightning, storm or tempest, flood, escape of water, loss of support, subsidence, bursting or overflowing of water pipes, tanks and apparatus, breaking of glass, riot, civil commotion and malicious damage, settlement, landslip, impact and aircraft damage for at least the full reinstatement value thereof plus architects' fees, quantity surveyors' fees, the cost of clearing debris and the cost of obtaining alternative accommodation during reconstruction work or for such greater sum and against such other or additional risks as may from time to time be fixed at a meeting. The Proprietors shall be liable inter se for payment of the annual premiums of the said common insurance policies and shall be bound to pay to the Factor an equal share of the annual premium necessary for keeping such insurances in force.

13.2 If any Proprietor uses his Flat for any purpose which results in an increase in the rate of fire or other insurance premium for the insured subjects and the contents thereof or increases the rate of cover of his Flat and thereby increasing the insurance premium for the insured subjects, the Proprietor or Proprietors responsible for such increase or increases shall be bound to pay the whole cost of such increase or increases in the insurance premium for the insured subjects and to relieve the remainder of the Proprietors of this additional cost. The Proprietors shall not do anything which may render any insurances void or voidable. In the event of the insured subjects or any part thereof being destroyed or damaged by fire or any other of the risks covered by the insurance thereof the whole sum received from the insurance company or so much thereof as may be necessary shall be expended in re-erecting or restoring the insured subjects or repairing the damage done and the insured subjects shall be re-erected, restored, reinstated or repaired to conform as far as practicable with the present design and dimensions (except in so far as altered with the consent of all the Proprietors of the insured subjects and other persons having an interest therein) and such re-erection, restoration or repairs shall be carried out by such person or persons and at such costs including architects' and/or surveyors' fees as may be determined or approved at a meeting of the Flat Proprietors to be convened and held as hereinbefore provided and in the event of the cost of any such re-erection, restoration, reinstatement or repairs exceeding the sum recovered from the insurance company any further sum required to meet the said cost shall be paid by the Proprietors of the insured subjects and shall be recoverable if necessary by an action at the instance of any one or more of the Proprietors or of the Factor, each and all of whom shall have authority to sue for and to recover all such proportions so far as unpaid for and on behalf of all persons having an interest in the re-erection, restoration or repair of the insured subjects or any part thereof. In the event of the sum recovered from the insurance company exceeding the cost of the re-erection, restoration or repair any surplus shall be divided among the Flat Proprietors as at the date of the loss in the like proportions.

14. Insurance of Car Parking Spaces The Proprietors of the Flats and the Proprietors of the Terraced Houses shall be bound along with the other Proprietors of the Flats and the Proprietors of the Terraced Houses to keep the Car Parking Spaces (hereinafter in this Clause collectively referred to as "the insured subjects") constantly insured by an index linked common insurance policy or common insurance policies with a well established insurance company held by the Factor in joint names of the Proprietors of the Flats and the Proprietors of the Terraced Houses and their bondholders against all risks normally covered by a comprehensive insurance policy and covering, without prejudice to the generality, the full reinstatement value and the risks of property owners' liability (for an adequate sum), fire, explosion, lightning, storm or tempest, flood, loss of support, subsidence, riot, civil commotion and malicious damage for at least the total price paid for the cost of reinstatement of the Car Parking Spaces plus architects' fees, quantity surveyors' fees, the cost of clearing debris and the cost of obtaining alternative parking during reconstruction work or for such greater sum and against such other or additional risks as may from time to time be fixed at a meeting and the Proprietors of the Flats and the Proprietors of the Terraced Houses shall be liable inter se for payment of the annual premiums of the said common insurance policies and shall be bound to pay to the Factor an equal share of the annual premium necessary for keeping such insurances in force. If any Proprietor uses the

Car Parking Spaces for any purpose which results in an increase in the rate of insurance premium for the insured subjects, the Proprietor or Proprietors responsible for such increase or increases shall be bound to pay the whole cost of such increase or increases in the insurance premium for the insured subjects and to relieve the remainder of the Proprietors of the Flats and the Proprietors of the Terraced Houses of this additional cost. In the event of the insured subjects or any part thereof being destroyed or damaged by fire or any other of the risks covered by the insurance thereof the whole sum received from the insurance company or so much thereof as may be necessary shall be expended in restoring the insured subjects or repairing the damage done and the insured subjects shall be restored, reinstated or repaired to conform as far as practicable with the present design and dimensions (except in so far as altered with the consent of all the Proprietors of the Flats and the Proprietors of the Terraced Houses of the insured subjects and other persons having an interest therein) and such restoration or repairs shall be carried out by such person or persons and at such costs including architects' and/or surveyors' fees as may be determined or approved at a meeting of the Proprietors of Flats and the Proprietors of Terraced Houses to be convened and held as hereinbefore provided and in the event of the cost of any such restoration, reinstatement or repairs exceeding the sum recovered from the insurance company any further sum required to meet the said cost shall be paid by the Proprietors of the Flats and the Proprietors of the Terraced Houses of the insured subjects and shall be recoverable if necessary by an action at the instance of any one or more of the Proprietors of the Flats and the Proprietors of the Terraced Houses or of the Factor, each and all of whom shall have authority to sue for and to recover all such proportions so far as unpaid for and on behalf of all persons having an interest in the restoration or repair of the insured subjects or any part thereof In the event of the sum recovered from the insurance company exceeding the cost of the restoration or repair any surplus shall be divided among the Proprietors of the Flats and the Proprietors of the Terraced Houses as at the date of the loss in the like proportions.

15. Photographs of Development

15.1 Gallagher Bathgate shall be entitled at any time to take photographs and/or videos of each Plot and the exterior of any Dwellinghouse erected thereon or the exterior and common stair of any Flat or Block and may use the same for any purpose (including the publishing or showing of the same in any advert, article or other form) and the Proprietor of a Plot or Flat shall not be entitled to request or receive any payment or remuneration in respect thereof.

16. Common Ground Conveyance

16.1 On completion of the sale of the last Dwellinghouse or Flat on the Development, Gallagher Bathgate will be entitled to convey free of consideration the ownership of the Common Ground and the Car Parking Spaces, or such part or parts thereof as Gallagher Bathgate in their absolute discretion may decide, to the Trustees ex officiis for the time being of the Owners' Association to be held in trust for behoof of the owners of the Dwellinghouses and Flats on the Development, the whole costs of such conveyance to be met by Gallagher Bathgate; And the said Trustees will be bound to accept such conveyance in their favour and promptly to register the said conveyance in the Land Register for

Scotland and that within 14 days of the date of delivery of the said conveyance to the said Trustees.

Part 2

Additional Real Burdens affecting the Development

1. Appointment of a Factor

1.1 Gallagher Bathgate shall prior to the occupation of the first Dwellinghouse or Flat within the Development appoint a Factor who shall be responsible for instructing, supervising and administering any common repairs and maintenance of the Common Ground, maintenance and repair of the Flat Common Subjects and the Car Parking Spaces, and any other common items within the Development and for apportioning the cost thereof amongst the various Proprietors in the Development in accordance with the provisions of these presents and together with such other matters as may be agreed with the Proprietors a meeting convened as aftermentioned.

2. Owners' Association

2.1 Immediately after Gallagher Bathgate have handed over possession of the last Dwellinghouse or Flat (whichever is the later) within the Development, the Proprietors shall automatically become members of the Owners' Association, the purpose of which will be to implement the terms of this Deed of Conditions and to preserve the amenity of the Development. The constitution of the Owners' Association shall be as follows until such time as two thirds of those members present and voting at a meeting of the Owners' Association shall otherwise determine:

2.1.1 The Proprietors of any 6 or more Plots or Flats may call a meeting of the Owners' Association which shall be held at such reasonable time on a weekday and in a place as such members shall determine, on giving not less than seven days notice in writing to all other members. Any member may be represented by a proxy and 32 members present in person or by proxy shall form a quorum in respect of any decision to be taken in relation to the Development as a whole, with a majority vote of those present carrying such decision. Each member shall, subject as aftermentioned, be entitled to one vote. In the event of any Dwellinghouse or Plot or Flat 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 or Flat.

2.1.2 At the first meeting of the Owners' Association there shall be appointed from the members a Chairman and a Secretary and such other members of the Committee as the meeting shall determine. Such Committee may be authorised to carry out all the functions of the Owners' Association as specified in this Part 2 of the Schedule, including such other functions as the members of the Owners' Association may determine in accordance with this Clause. It shall be an obligation of the Committee to call annual meetings of the Owners' Association at which time elections of new Committee members shall be held, with all previous Committee members being available for re-election.

2.1.3 The Owners' Association (or Committee if authorised as aforesaid) shall have power:

- (i) to order to be executed any common or mutual operations, maintenance and repairs to the Common Ground or any part thereof;
- (ii) to make any regulations in conformity with these presents which may be considered necessary with regard to the preservation, use or enjoyment of the Common Ground;
- (iii) subject to Clause 1 of this Part 2 of the Schedule to dismiss any Factor appointed by Gallagher Bathgate in terms of the said Clause 1 hereof or any Factor subsequently appointed by the Proprietors at a meeting as aforesaid and to appoint such Factor as the Proprietors at a meeting may approve;
- (iv) to delegate to the Factor appointed as aforesaid full right, power and authority to take charge of all matters pertaining to the maintenance and preservation of the Common Ground and the Car Parking Spaces and the employment of labour in connection therewith as said rights, power and authority which could be exercised by a majority vote of the Proprietors at such a meeting;
- (v) to instruct the collection by the Factor of the annual maintenance charge aftermentioned from each Proprietor and the accounting by the Factor for his intromissions;
- (vi) to instruct the employment by the Factor of a gardener and other staff as required for the maintenance of the Common Ground and Car Parking Spaces;
- (vii) to determine the amount of annual maintenance charge to be charged from time to time; and
- (viii) to take out and maintain insurance cover in respect of property owners' liability for the Development for a sum to be approved by the Proprietors at a meeting properly convened; and
- (ix) to organise insurance and maintenance of the Car Parking Spaces;

DECLARING THAT (One) the Factor shall, unless otherwise determined by a meeting of Proprietors, be entitled from the commencement of his appointment to exercise the whole rights and powers which may be competently exercised at or by a meeting of Proprietors and others convened as aforesaid and in addition shall be entitled to grant any variation or discharge of any of the community burdens created by this Deed of Conditions subject to the terms of section 33 of the Title Conditions (Scotland) Act 2003 (and declaring for the avoidance of doubt that the provisions of section 35 of the Title Conditions (Scotland) Act shall not apply to the Development); and (Two) all expenses and charges incurred by the Owners' Association for any work undertaken or services performed in terms of or in furtherance of the provisions herein contained (including the reasonable remuneration of the Factor) shall be payable by the Proprietors within the Development whether consent thereto is or is not given in the same way as if their consent had been obtained and, in the event of non payment within one calendar month, the Owners' Association shall be entitled to sue for recovery of the same in their or its own name, together with all expenses incurred by them,

or alternatively the Owners' Association may instruct the Factor to sue for recovery as aforesaid in the name of the Factor. Failing recovery by the Owners' Association or the Factor of such unpaid charges after all competent legal processes have been exhausted the remaining Proprietors shall bear the same equally amongst them.

3. Common Charges Deposit

3.1 Each Proprietor shall deposit with the Factor (or in the absence of a Factor, with the Owners' Association) the sum of Fifty Pounds (£50) in respect of a Plot and One hundred Pounds (£100) in respect of a Flat or such other sum as may be agreed between the Factor (or the Owners' Association as the case may be) and the Proprietors on an annual basis. The Proprietors of Flats are bound to pay a higher deposit than the Proprietors of Plots to enable the Factor's fund to pay for insurance premiums and others in respect of the Blocks and maintenance of the Flat Common Subjects. The aforesaid sums will be deposited immediately upon acquisition of the Plot or Flat as a contribution to finance the cost of maintenance and preservation of the Common Ground and others (including maintenance of the Flat Common Subjects and the Car Parking Spaces). The deposit will be returned by the Factor (or by the Owners' Association as the case may be) under deduction of any outstanding costs or expenses when a Proprietor or his or her representative ceases to own the Plot or Flat and no interest shall be payable on the deposit.

3.2 Each Plot and Flat shall be burdened with the real lien and burden of an annual maintenance charge to be determined by the Factor (or by the Owners' Association at a meeting convened in accordance with Clause 2 of this Part 2 of the Schedule) on the basis of the costs and expenses incurred or to be incurred in complying with the terms of this Deed during the relevant year to which the said annual maintenance charge applies, said charge to be applied by the Factor (or by the Owners' Association) towards the indebtedness of each Proprietor for his proportion of the whole expense of maintenance and preservation of the Common Ground (and including maintenance of the Flat Common Subjects and the Car Parking Spaces) and the Factor's remuneration and any costs and expenses incurred by the Factor for and on behalf of the Proprietors. In the event of the said cost of maintenance, remuneration and other costs and expenses being in excess of the said annual maintenance charge per Plot or Flat paid to the Owners' Association as aforesaid, the Owners' Association will be entitled to levy immediately against each Proprietor a proportionate share of the excess calculated as aforesaid. In the event of the said annual maintenance charge per Plot or Flat exceeding the said cost of maintenance, Factor's remuneration and other costs and expenses for the relevant year, the balance of the said annual maintenance charge in the hands of the Factor (or the Owners' Association as the case may be) shall be retained by it towards the following year's expenses; PROVIDING ALWAYS THAT in the case of a major work (being a work the cost of which is estimated by the Factor (or the Owners Association) to exceed FIVE THOUSAND POUNDS (£5,000) in respect of the whole Development or such greater amount as may from time to time be fixed by a meeting of the Owner's Association as aforesaid) the Factor (or the Owners' Association as the case may be) shall before instructing the same obtain the authority of the Proprietors concerned; Provided however that the Factor shall be entitled:

3.2.1 to obtain payment in advance of instructing the contractor from the Proprietors for any major works and the funds so paid shall be held by the Factor (or by the Owner's Association as the case may be) in trust for the Proprietors to be used solely for payment for such works and the Factor (or the Owner's Association) shall be entitled not to instruct such works until all payments have been received; If any Proprietor fails to pay, the remaining Proprietors shall be entitled to make up the full amount of the payment, and to recover the additional sum paid by them from the Proprietor so failing; and

3.2.2 forthwith to instruct and have executed such work which shall include a major work as the Factor (or the owner's Association as the case may be) considers necessary for the interim protection or safety of any subjects or any person.

3.2.3 The Factor (or the Owners' Association as the case may be) shall, once a year, make available to a meeting of the Proprietors convened in terms of Clause 2 of this Part 2 of the Schedule a full statement of account of its intromissions validly vouched, and in addition it shall make such statement and vouchers available to any Proprietor reasonably requesting to have sight thereof.

4. Additional Factoring Provisions for Flats

4.1 Subject to the terms of Clause 4.3 hereof, the Factor (or the Owner's Association as the case may be) shall also be responsible for instructing and administering any common repairs, cleaning (including stair cleaning and cleaning of communal windows), renewals, organising insurance and maintenance of the Flat Common Subjects and for apportioning the cost thereof amongst the various Proprietors of the Blocks on an equitable basis in accordance with the provisions of these presents, together with such other matters as may be agreed with the Proprietors of Flats at a meeting convened as aftermentioned.

4.2 The Proprietors of any 2 or more of the Flats in a Block shall have power at any time to call a meeting of the Proprietors of the Flats in the same Block.

4.3 The quorum of a meeting of the Proprietors of the Flats in the same Block shall be 4 of the Proprietors of Flats in such Block or their mandatories. Each Proprietor of a Flat in the same Block will be entitled to one vote and in the event of any Flat 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.

4.4 It shall be competent at any such meeting by a majority of those present in relation to such Block:- (a) to order to be executed any common or mutual operations, maintenance and repairs to the Flat Common Subjects and Car Parking Spaces or any part thereof; (b) to make any regulations which they consider necessary with regard to the preservation, use or enjoyment of the Flat Common Subjects and the Car Parking Spaces; (c) to delegate to the Factor full right, power and authority to take charge of all matters pertaining to the maintenance and preservation of the Flat Common Subjects and the Car Parking Spaces and the employment of labour in connection therewith, as said rights, power and authority could be exercised by a majority vote of the Proprietors of the Flats at such a meeting.

4.5 The Factor (or the Owner's Association as the case may be) will be responsible for instructing and administering the inspection, testing, maintenance and repair of the lift in those Blocks where a lift has been installed. Gallagher Bathgate will be entitled to arrange the initial maintenance agreements and thereafter the Factor (or the Owner's Association) shall be responsible for arranging subsequent maintenance agreements. In the event that the maintenance agreement is terminated then the Factor (or the Owner's Association) will be responsible for instructing and supervising the inspection, testing, maintenance and repair of the lift in each Block on a regular basis as recommended by the manufacturers of the lift and the cost of such contract, inspection, testing, maintenance and repair will be apportioned amongst the Proprietors of the Flats in such Block in accordance with the provisions of these presents.

Part 3

Servitudes affecting the Development

1. Servitude Rights of Flats in Blocks

The Proprietors of the Flats comprised in the Block have a right of access to all common and other parts of the Block for all necessary and reasonable purposes in connection with the maintenance, repair and use of their Flats and each Flat shall have and be burdened with a servitude right of wayleave through the Block of which it forms part for all drainage and mains water supply pipes, gas pipes and all other pipes and rhones, conductors, gutters, tanks and cisterns, ventilating pipes and waste pipes and ducts and electricity cables of every description serving the Block and all other common transmitters, together with a right of access thereto on all necessary occasions for the purpose of inspection, maintenance, repair and renewal thereof, subject always to making good any damage caused by such operations.

2. Wayleaves and Reservation of Access Rights

2.1 The Proprietors of each Plot and of each Flat within the Development have a right of access along and over all roads, pavements, car parking areas, footpaths and lanes within the Development, and a right to lead such drains, sewers, culverts, rainwater, soil, waste and water supply pipes, electric mains and other transmitters through the Development or any Plot or Block or any part thereof as may be necessary, with all necessary rights of access thereto for cleaning, maintenance or repair of the same and the right to restore or renew the same in the event of damage or destruction, subject only to making good all damage occasioned by the exercise of this right. The foregoing reservation and rights of access shall also operate in favour of all statutory undertakers and in particular, access for maintenance, repair, renewal and replacement to the water mains and any sewers, drains, water pipes and others is reserved in favour of the relevant department of the local authority or other relevant utility provider, access to any plant or equipment required in connection with telephone services being reserved in favour of the relevant telecommunications operator and access to electric mains, cables, wires etc. being reserved in favour of the relevant utility provider and the Proprietors are hereby prohibited from doing anything which would materially affect or render more expensive the said rights of access including

building, placing trees, shrubs, fences and walls over or in close proximity to the said mains, pipes, drains, cables and plant etc. and in addition the Proprietors shall be bound if required to sign any Wayleave Agreement or Deed of Servitude required in connection with any of the foregoing rights.

2.2 Each Proprietor of a Flat will be bound to permit access to their Flat (on not less than forty eight hours' prior written notice being given by the Factor (or the Owners' Association as the case may be) to the Factor or any workmen employed on behalf of the Factor or the Owners' Association (and to any other Proprietors of Flats) for the purpose of carrying out inspection, maintenance, repairs or renewal of the Flat Common Subjects or any part thereof, but only where such works cannot reasonably be carried out without taking access to the Flat or Flats in question.

3. Service Strips

3.1 Any part of the Development designated a Service Strip in a disposition or conveyance in favour of a Proprietor and forming part of and/or situated adjacent to a Plot or a Block shall be subject to the following additional conditions or such of them as may be required by the relevant local authority:

3.1.1 There is reserved to Gallagher Bathgate and/or the highways authority and other statutory undertakers a right of access to the Service Strip without notice and the right to carry out any work in connection with the Service Strip and the services contained therein subject to making good any damage occasioned by the exercise of these additional rights;

3.1.2 The Service Strip must be permanently defined on the ground by a method approved by the relevant local authority and kept clear of all surface or underground obstructions;

3.1.3 The Proprietor (or in relation to a Service Strip situated ex adverso a Block, the Proprietors of the Flats in such Block) shall be liable to maintain the Service Strip and shall free, relieve and indemnify Gallagher Bathgate and the Owners' Association from and against any liability in respect thereof.

4. Rights to Common Ground

Each Proprietor shall have a right of access to and a right to the free use and enjoyment of (a) the boundary walls, retaining walls, fences, railings and gates of the Development so far as Gallagher Bathgate have right thereto and (b) the pavements, footpaths, borders, paths, steps, Common Ground within the said boundary walls, fences, railings and gates and all other remaining parts of the completed Development so far as unbuilt on subject to the rights of use and enjoyment of them by the other proprietors in the Development, and the rights of the factor to maintain the Common Ground and otherwise carry out its obligations in terms of this Deed of Conditions.

5. Access over Roads

Each Proprietor shall have a right of access to and egress from the Plot owned by him or to and from the Flat owned by him, by the roadways, access areas, footpaths and paths,

entrances and others serving his Plot or Flat. In addition each Proprietor shall have a right of access over each and every Plot adjoining his Plot or Dwellinghouse for the purposes of repairing, renewing, maintaining and replacing all fences and other boundaries enclosing his Plot, including without prejudice to the foregoing generality, all mutual garage walls or garage walls and for the purpose of maintaining, repairing, renewing and replacing the Dwellinghouse or any part thereof, but that only where such maintenance or repair cannot practically be effected without taking such access and subject to making good damage caused thereby.

6. Reservations in favour of Gallagher Bathgate

6.1 Until such time as possession of the last Dwellinghouse or Flat in the Development has been handed over by Gallagher Bathgate, there is reserved in favour of Gallagher Bathgate a right of access for vehicular and pedestrian traffic over, across, under and through each and every Plot, Flat and Block (including each Plot and Flat which has been disposed by Gallagher Bathgate to a Proprietor) for:

6.1.1 constructing and completing buildings and others erections on an adjoining Plot or parts of the Development;

6.1.2 laying, inspecting, maintaining, repairing, replacing and renewing services pertaining to an adjoining Plot or part of the Development including water, gas, electricity, telephone, sewage, television aerial and all other services required;

6.1.3 storing building materials and others on an adjoining Plot or part of the Development; and

6.1.4 all other necessary purposes;

Subject always to Gallagher Bathgate making good any damage caused to a Plot or Flat or Block occasioned by the exercise of said right of access.

6.2 There is also reserved to Gallagher Bathgate power to grant rights of access and egress and other servitudes or wayleaves over any of the roads or footpaths or Common Ground or Car Parking Spaces or parts held in common by the Proprietors of any of them.

7. Car Parking Spaces

7.1 The Proprietors of the Dwellinghouses (under exception of the Proprietors of Terraced Houses) shall be prohibited from parking any vehicle of any nature on the Car Parking Spaces. Access to the Car Parking Spaces must be kept free, unobstructed and open at all times.

Note 1: If there was a service strip forming part of and/or situated adjacent to the subjects in this Title designated in a disposition or conveyance of the said subjects, it shall be tinted yellow on the Title Plan.

Note 2: The effectiveness of the real burdens in the foregoing Deed of Conditions was postponed, in respect of any Plot or Flat, until the date of registration of the first disposition

by Gallagher Bathgate of that Plot or Flat in favour of a Proprietor in which the real burdens in the foregoing Deed of Conditions were expressly stated to apply. The real burdens have been made effective in respect of the subjects in this Title.

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