



Title Information: MID70324

Search summary

Date/Time of search	09-11-2020 14:53:49
---------------------	---------------------

Transaction number	SCO-06613520
--------------------	--------------

User reference	
----------------	--

Section A**MID70324**

Property

Date of first registration	19-03-2002
Date title sheet updated to	23-10-2019
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	NT2676SE
Title Number	MID70324
Cadastral Unit	MID70324
Sasine Search	
Property address	1/10 CABLES WYND, EDINBURGH EH6 6DU
Description	Subjects 1/10, CABLES WYND, EDINBURGH EH6 6DU within the land edged red on the Title Plan being the corner or southmost house on the third floor tinted blue on the said plan of the section of the block entered by the common passage and stair tinted yellow on the said plan, together with the rights, common, sole and mutual contained in the Deed of Conditions in entries 8 and 9 of the Burdens Section.

This is a Copy which reflects the position at the date the Title Sheet was last updated.

© Crown copyright 2020

Section B**MID70324**

Proprietorship

ASHLEY CHEEK 1/10, Cables Wynd, Edinburgh, EH6 6DU.

Entry number	1
Date of registration	14-12-2012
Date of Entry	07-12-2012
Consideration	£162,000

This is a Copy which reflects the position at the date the Title Sheet was last updated.

© Crown copyright 2020

Section C**MID70324**

Securities

Entry number	1
Specification	Standard Security by said ASHLEY CHEEK to NATIONWIDE BUILDING SOCIETY incorporated under the Building Societies Act 1986, Head Office Nationwide House, Pipers Way, Swindon SN38 1NW.
Date of registration	21-10-2019

This is a Copy which reflects the position at the date the Title Sheet was last updated.

© Crown copyright 2020

Section D

MID70324

Burdens

Number of Burdens: 10

Burden 1

Instrument of Sasine, recorded P.R.S. (Edinburgh) 12 Aug. 1777, on Feu Contract containing Feu Disposition by William Wilson to Andrew Gellatly and his heirs and assignees, of subjects in Leith, contains the following burdens:

Providing and Declaring always that the said Andrew Gellatly should be bound and obliged to erect and build upon a part of the ground above disposed a good and sufficient Tenement of houses and to uphold the same in sufficient repair And the said Andrew Gellatly bound and obliged him his heirs Executors and Successors that he nor his Tenants should not come into or frequent the Garden belonging to the said William Wilson adjoining the Subjects above disposed except for building and repairing the tenements of Land and other like necessary purposes And should not throw foul water or any other offensive thing from their Windows which look into the foresaid Garden into the same But also that they should pay what damages might be done to the said garden by the falling of Rubbish or Erecting of Scaffolds or in any other manner of way in repairing the houses already built or to be built on the Subjects above feued and the said damages to be ascertained by Arbiters mutually to be chosen by the parties in case they could not Agree Concerning the same And the said William Wilson bound and oblige him and his foresaids that they should not build or Erect any houses within Seven foot of the East side wall of the house presently possessed by the said Andrew Gellatly nor in within Six foot of the wall of the old factory running down from the said William Wilson's South Garden wall in a streight line to the Opposite Streight line of the South wall of the Barn at the East end of the said William Wilson's house.

Burden 2

Instrument of Sasine, recorded P.R.S. (Edinburgh) 2 Jul. 1852, on Disposition by John Peter Spark Hadaway to Richard Miller and his heirs and assignees, of 1 rood 3 poles 23 yards, contains the following burdens:

Providing and declaring that in erecting any buildings on the said piece of ground thereby disposed the said Richard Miller and his heirs successors and assignees should always be bound to obtain the sanction required and build conform to the regulations required by and contained in the Acts of Parliament in virtue of which the New Road leading to the Wet Docks from the foot of Leith Walk (now called Junction Street) was opened and be bound to free and relieve the said John Peter Spark Hadaway and his heirs and successors of all obligations come under by him or his predecessors or authors in relation thereto And providing and declaring that the said piece of ground or buildings thereon should not be used or applied to any purpose which could be legally deemed a nuisance or prejudicial to the neighbouring proprietors or lessees and providing and declaring that the said Richard Miller and his foresaids should be bound and

obliged to maintain and uphold on their own charges the pavement and drains proper to the said piece of ground and to the buildings erected or to be erected thereon in all time coming.

Burden 3

Feu Disposition by Lord Provost, Magistrates and Council of the City of Edinburgh to Trustees for Davidson Pirie and Company and their assignees (hereinafter referred to as the Feuars), recorded G.R.S. (Edinburgh) 3 Mar. 1933, of 0.42 acre of ground of which that part edged blue on the Title Plan forms part, contains the following burdens:

(First) The feuars shall be bound in so far as not already done to erect and complete on the said area or piece of ground hereby disposed and thereafter to maintain and uphold in good repair in all time coming buildings to be used for the purposes allowed by these presents as aftermentioned; which buildings shall be in accordance with plans and elevations to be submitted to and approved of by us or our successors before operations are commenced and no alterations on said buildings shall be made and no other buildings shall be erected on the said area or piece of ground without the previous consent in writing of or our foresaids, and the materials to be used in the construction of buildings and in such alterations and the quality and manner of dressing thereof shall also be subject to the previous approval of us or our foresaids and in carrying out said operations the feuars shall comply with the provisions of the Edinburgh Municipal and Police Acts;

(Second) The area or piece of ground hereby disposed and buildings erected or to be erected thereon shall be used only for commercial or manufacturing purposes and no part of the said area or piece of ground or buildings erected or to be erected thereon shall be used or occupied for human habitation (except for the provision of one house so that a caretaker or timekeeper or other employee of the feuars may be permitted to reside on the premises); Further the feuars and all other deriving right from them are hereby prohibited from selling or keeping for sale on the said subjects or any part thereof spirits intended to be sold (or capable of being sold) for human consumption wines or malt liquors and from carrying on thereon any distillery except for the production of spirits not intended to be sold (or capable of being sold) for human consumption or any brewery and from using the said subjects or any part thereof for any purpose which may be deemed to be a nuisance or may occasion disturbance or annoyance to any of the neighbouring feuars or proprietors or their tenants or may injure the amenity of the neighbourhood and we or our foresaids shall be the sole judges of what constitutes a nuisance, disturbance or injury to amenity; Declaring, however, as it is hereby declared that the Fish Curing business as presently carried on by the said Davidson Pirie and Company on the subjects hereby disposed or on part thereof will not be held constituting such nuisance disturbance or injury to amenity:

(Third) The feuars shall be bound in so far as not already done permanently to enclose the area or piece of ground hereby disposed on the sides bounded by Cables Wynd and Yardheads, Edinburgh on the south-west, in so far as not bounded by the walls of buildings erected or to be erected as aforesaid with walls or fences the type dimensions materials and mode of construction of which shall be to the approval of us or our foresaids. Said walls or fences shall be erected wholly on the said area or piece of ground hereby disposed and shall be erected and maintained in all time coming at the sole expense of the Feuars. And in respect that the feuars have erected along part of that portion extending to seventy six feet or thereby of the north-east

boundary of the area of piece of ground hereby disposed a division wall of nine inch brickwork having door therein and along the remainder of said portion the northeast gable of nine inch brickwork with piers of the building erected on said area or piece of ground hereinbefore disposed and those to the extents of one halves of their thickness on the said lastmentioned ground and to the extents of the other halves of their thickness on the adjoining ground; and in respect that the feuars have recovered from the proprietors of said adjoining ground one half of the costs of erecting (one) the said division wall and (two) that portion of the said gable which takes the place of a similar division wall ten feet high above ground level with piers, the said division wall will in all time coming be a mutual division wall and maintained at the joint expense of the feuars and of the proprietors of said adjoining ground and the said gable shall be maintained to the extent of ten feet in height above ground level equally by the feuars and the said proprietors of said adjoining ground and to the extent of the upper portion wholly by the feuars until such time as the said proprietors of said adjoining ground make full use of said gable as aftermentioned; Declaring that it shall be competent to the feuars or to the said proprietors of said adjoining ground to have the full use of the said mutual division wall with power to the parties so desiring such full use at their own expense to raise the height of the said mutual division wall and when the said wall so increased in height is used by the other parties, one half of the cost of raising the wall to the extent to which such other parties may use the same shall be recoverable by the parties who may have increased the height of same from the other parties; and that the said proprietors of said adjoining ground shall be entitled to use the said gable for any buildings erected by them but on making such use shall be bound to pay to the feuars one half of the cost of the said gable under deduction of such sum as may have been paid in respect of one half of the cost of the portion of same taking the place of a mutual wall as aforesaid and that said gable shall thereafter be a mutual gable and maintained at the joint expense of the feuars and said proprietors of said adjoining ground; and declaring that the said proprietors of said adjoining ground have erected wholly at their own expense on part of the subjects feued or about to be feued by us to them as aforesaid adjoining the north-eastmost portion extending to seventy five feet or thereby of the north west boundary of the subjects hereby disposed a division wall of nine inch brickwork similar in height to and in continuation of the existing boundary wall immediately to the southwest thereof; And we and our foresaids shall be under no liability in connection with the cost of erection or maintenance of boundary or division walls or fences or gables bounding the subjects hereby disposed and the feuars shall be bound to free and relieve us and our foresaids of all claims in connection therewith;

(Fourth) The northmost portion of the subjects hereby disposed being that portion measuring twenty two feet or thereby along part of the northwest boundary thereof from the northeastmost extremity of said boundary and having a breadth of ten feet or thereby southeastwards shall be kept free and clear of buildings in all time coming for the preservation of light and air to the buildings adjoining said subjects hereby disposed and the said proprietors of adjoining subjects shall have right of access by the said foresaid door in the said mutual division wall erected by the said Trustees foresaid, to said northmost portion of the said area or piece of ground hereinbefore disposed for the purpose only of cleaning windows, rhones and conductors pointing walls and executing all necessary repairs of said adjoining buildings belonging to them, the said proprietors of said adjoining ground, which conditions affecting said northmost portion of the subjects hereinbefore disposed are hereby constituted servitudes of light and access in favour of the said proprietors of said adjoining ground.

Note: The Conditions in the said Feu Disposition have been varied in terms of the Minute of Waiver and the Discharge in Entries 5 and 6 respectively.

Burden 4

Feu Disposition by Lord Provost Magistrates and Council of the City of Edinburgh, with consent of Trustees for Davidson Pirie & Company to The Leith Hospital (Incorporated) and their successors and assignees ("the Feuars"), recorded G.R.S. (Edinburgh) 28 Jun. 1933, of 3 plots of ground, contains the following burdens:

(First)

Any buildings and other erections to be formed or constructed at any time on the areas or pieces of ground hereby disposed and any alterations thereon shall be in accordance with plans and elevations to be submitted to and approved of in writing by us the said Lord Provost Magistrates and Council of the City of Edinburgh as Local Authority or our successors before operations are commenced and the materials to be used in the construction of such buildings and others and in such alterations and the quality and manner of dressing thereof shall also be subject to the previous approval of us or our foresaids; and further in carrying out said operations the Feuars shall comply with the provisions of the Edinburgh Municipal and Police Acts:

(Second)

No part of the subjects hereby disposed or buildings erected or to be erected thereon as aforesaid shall be used or occupied for human habitation, but this prohibition shall not prevent the said areas or pieces of ground hereby disposed or any of them or the buildings erected or to be erected thereon as aforesaid being used or occupied for human habitation for Hospital purposes in connection with Leith Hospital:

(Third)

No part of the subjects hereby disposed or of any buildings or other erections thereon shall at any time be used for the purpose of carrying on a public house, hotel, tavern, club or other premises licensed for the sale of exciseable liquor or for the purpose of keeping, selling or retailing thereon any kind of malt, spirituous or other exciseable liquor, or for any purpose which may be deemed a nuisance or may occasion disturbance or annoyance to any of the neighbouring proprietors or tenants and we, the said Lord Provost, Magistrates and Council of the City of Edinburgh as Local Authority foresaid or our foresaids shall be the sole judges of what constitutes such nuisance, disturbance or annoyance; and

(Fourth)

The Feuars shall be bound within three years after the term of entry (Whitsunday 1930) in so far as not already done permanently to enclose on the boundaries fronting Cables Wynd, Giles Street and King Street as the same are widened or about to be widened by and wholly at the expense of us the said Lord Provost Magistrates and Council of the City of Edinburgh as Local Authority foresaid the said areas or pieces of ground (First) and (Second) hereby disposed, in so far as the same are not bounded by the walls of buildings erected or to be erected in terms of these presents, with walls or fences of a type to be approved by us or our foresaids, such walls or fences shall be erected to the satisfaction of us or our foresaids wholly on the said respective

areas or pieces of ground (First) and (Second) hereby disposed and shall be maintained in all time coming at the sole expense of the Feuars; And in respect that John Pirie, James Beath Pirie and John Alexander Pirie as Trustees, have erected along part of the southwest boundary of the area or piece of ground (First) hereinbefore disposed, a division wall of nine inch brickwork having door therein and along the remainder of said southwest boundary the northeast gable, of nine inch brickwork with piers, of the building erected on part of said ground feued or about to be feued by us to said Trustees for Davidson Pirie and Company and those to the extents of one halves of their thickness on the said last mentioned ground and to the extents of the other halves of their thickness on the subjects (First) hereinbefore disposed and in respect that the said John Pirie, James Beath Pirie and John Alexander Pirie as Trustees foresaid as proprietors of said subjects feued or about to be feued by us to the said Trustees as aforesaid have recovered from the Feuars one half of the costs of erecting

(one) the said division wall, and

(two) that portion of the said gable which takes the place of a similar division wall ten feet high above ground level with piers, the said division wall will in all time coming be a mutual division wall and maintained at the joint expense of the Feuars and of the said John Pirie, James Beath Pirie and John Alexander Pirie as Trustees foresaid and their successors proprietors of said adjoining ground and the said gable shall be maintained to the extent of ten feet in height above ground level equally by the Feuars, and the said John Pirie, James Beath Pirie and John Alexander Pirie, as Trustees foresaid and their foresaids and to the extent of the upper portion wholly by the said John Pirie, James Beath Pirie and John Alexander Pirie, as Trustees foresaid and their foresaids, until such time as the said The Leith Hospital (Incorporated) or their foresaids make full use of said gable as aftermentioned: Declaring that it shall be competent to the Feuars or to the said John Pirie, James Beath Pirie and John Alexander Pirie as Trustees foresaid and their foresaids to have the full use of the said mutual division wall, with power to the parties so desiring such full use, at their own expense, to raise the height of the said mutual division wall and when the said wall so increased in height is used by the other parties one half of the cost of raising the wall to the extent to which such other parties may use the same shall be recoverable by the parties who may have increased the height of same from the other parties; and that the feuars shall be entitled to use the said gable for any buildings erected by them but on making such use shall be bound to pay to the said John Pirie, James Beath Pirie and John Alexander Pirie, as Trustees aforesaid or their foresaids one half of the cost of the said gable under deduction of such sum as may have been paid in respect of one half of the cost of the portion of same taking the place of a mutual wall as aforesaid and that said gable shall thereafter be a mutual gable and maintained at the joint expense of the Feuars and said John Pirie, James Beath Pirie and John Alexander Pirie as Trustees foresaid and their foresaids; and declaring that the said The Leith Hospital (Incorporated) have erected wholly at their own expense on the subjects (Third) hereinbefore disposed and along the southeast boundary thereof a division wall of nine inch brickwork similar in height to and in continuation of the existing boundary wall immediately to the south-west thereof: And we and our foresaids shall be under no liability in connection with the cost of erection of maintenance of boundary or division walls or fences or gables and the Feuars shall be bound as by acceptance hereof they bind and oblige themselves to settle and free and relieve us and our foresaids of all claims in connection therewith.

Burden 5

Minute of Waiver, registered 11 Feb. 2003, by City of Edinburgh Council, Superior of 0.42 acre of ground (hereinafter referred to as the Subjects), of which that part edged blue on the Title Plan forms part, modifies the terms of the Feu Disposition in Entry 3 as follows:

Whereas said Feu Disposition contains among other things the following conditions:-

(FIRST) (One) The Feuars shall be bound, in so far as not already done, to erect and complete on the Subjects and thereafter to maintain and uphold in good repair in all time coming buildings to be used for the purposes thereafter allowed, (Two) which buildings shall be in accordance with plans and elevations to be submitted to and approved of by the Superior before operations are commenced and (Three) no alterations to said buildings shall be made and no other building shall be erected on the Subjects without the previous consent in writing of the Superior, and the materials to be used in the construction of the buildings and in such alterations and quality and manner thereof shall also be subject to the previous approval of the Superior

(SECOND) The Subjects and the buildings erected or to be erected thereon shall be used only for commercial or manufacturing purposes and no part of the Subjects or buildings erected or to be erected thereon shall be used or occupied for human habitation (except for the provision of one house so that a caretaker or timekeeper or other employee of the Feuars may be permitted to reside on the premises); Further the Feuars and all others deriving right from them are prohibited from selling or keeping for sale on the Subjects or any part thereof spirits intended to be sold (or capable of being sold) for human consumption wines or malt liquors and

(THIRD) The Feuars shall be bound, in so far as not already done, permanently to enclose the Subjects on the sides bounded by Cables Wynd, Edinburgh and Yardheads, Leith, Edinburgh in so far as not bounded by the walls of buildings erected or to be erected as aforesaid with walls or fences the type dimensions, materials and mode of construction of which shall be to the approval of the Superior and said walls or fences shall be erected wholly on the Subjects and shall be erected or maintained in all time coming at the sole expense of the Feuars;

And whereas it is now intended that the Subjects will be developed for residential housing and retail purposes we do hereby

(IN THE FIRST PLACE) waive discharge and depart from the aforesaid conditions contained in said Feu Disposition as more particularly hereinbefore described (FIRST) (One), (FIRST) (Two), (SECOND) and (THIRD) all to enable the aforementioned development of residential housing and retail units; Declaring the Scottish Midland Co-Operative Society Limited shall maintain and uphold in good repair in all time coming the buildings to be erected for the aforementioned purposes; and

(IN THE SECOND PLACE) in connection with the aforesaid Condition contained in said Feu Disposition as more particularly hereinbefore described (FIRST) (Three) we do hereby confirm our approval and consent to the proposed alterations to the layout of the Subjects and the materials to be used in the construction of said buildings, all to be in accordance with the plans submitted to our Planning Department and for which Planning Permission reference 01/03453/FUL has been granted dated 22 Oct. 2002;

Except as hereby varied and waived, we hereby confirm the whole other provisions and additions applicable to the Subjects contained in said Feu Disposition.

Burden 6

Discharge, registered 11 Feb. 2003, by Edinvar Housing Association Limited, proprietors of subjects at Cables Wynd, Edinburgh (hereinafter called the dominant tenement), of the following servitude rights described in the Feu Disposition in Entry 3 (hereinafter called the Feu Disposition), viz:

(ONE) The full use of the mutual division wall between the dominant tenement and the subjects described in the Feu Disposition (hereinafter referred to as the servient tenement) said mutual division wall being more particularly described in burdens Clause (Third) of the Feu Disposition,

(TWO) Power to raise the height of said mutual division wall

(THREE) To use the gable wall also more particularly described in said burdens Clause of the Feu Disposition for any buildings on the dominant tenement and

(FOUR) The preservation of light and air to the buildings erected on the dominant tenement and a right of access by a door in the said mutual division wall on to the northmost portion of the servient tenement for the purpose only of cleaning windows, rhones and conductors, pointing walls and executing all necessary repairs of buildings on the dominant tenement.

Burden 7

Disposition by Scottish Midland Co-Operative Society Limited to Scotmid-Miller (Great Junction Street) Limited and their successors, assignees and disponees, registered 11 Feb. 2003, of the subjects edged red on the Title Plan, contains the following additional burden:

No part of the whole subjects hereby disposed shall be used for the carrying on of a food store retail business without the prior written consent of us or our successors; Declaring that the burden and condition hereinbefore written is hereby declared to be real and preferable upon and affecting the whole subjects hereby disposed in favour of the said Scottish Midland Co-Operative Society Limited and their successors in title of the subjects known as and forming 379 Easter Road, Edinburgh.

Burden 8

Deed of Conditions, registered 27 Aug. 2003, by Scotmid-Miller (Great Junction Street) Limited, proprietors of the subjects delineated in red on Supplementary Plan 1 to the Title Plan (hereinafter referred to as "Plan 1" and which subjects are hereinafter called "the Subjects") considering that the Developer intends to divide the Subjects into two separate development areas being (One) (i) the area shown coloured in green on Plan 1, (ii) the area shown hatched pink on Plan 1, (iii) the solum of the area shown delineated in blue on Plan 1 under exception of the part of the said solum shown delineated in orange on Plan 1 (hereinafter referred to as "Solum A"), and (iv) the airspace above Solum A extending vertically from Solum A datum point 11.290 metres Above Ordinance Datum (hereinafter referred to as "the Solum A Datum Point") to the datum point 13.899 metres Above Ordinance Datum (hereinafter referred to as "AOD") for a

distance of 2.609 metres or thereby under exception of the part of the structural slab constructed or to be constructed immediately below datum point 13.899 metres AOD and above the whole extent of the area of Solum A at said datum level (hereinafter referred to as "the Solum A Slab"), including, for the avoidance of doubt the part of the external supporting wall erected or to be erected along said lines delineated in blue on Plan 1 extending vertically from the Solum A Datum Point to the said datum point 13.899 metres AOD under the exception of the part of the said external supporting wall erected between said datum points along the part of the said line delineated in blue on Plan 1 where it coincides with the line delineated in orange on Plan 1 between the letters B and C shown on Plan 1 (hereinafter referred to as "the Development A Supporting Wall"), all subject to such amendments as the Developer in its sole discretion requires, in so far as they do not have a materially adverse impact on Development B as defined below, on which shall be erected a mixed residential and commercial development consisting of a block of commercial units and flatted dwellinghouses with relative parking spaces, offices, services and others (hereinafter referred to as "Development A");

and (Two) (i) the solum of the area of ground shown delineated in orange on Plan 1 (hereinafter referred to as "Solum B") and the airspace above Solum B extending vertically from Solum B datum point 11.290 metres AOD to the datum point 13.899 AOD for a distance of 2.609 metres or thereby including, for the avoidance of doubt, (First) the part of the structural slab constructed or to be constructed immediately below datum point 13.899 metres AOD and above the whole extent of the area of Solum B at said datum level (hereinafter referred to as "the Development B Slab"), and (Second) the supporting beams constructed immediately below said part of the structural slab, all subject to such amendments as the Developer in its sole discretion requires, and (ii) the airspace above Solum A and Solum B extending vertically between datum point 13.899 metres AOD and datum point 28.900 metres AOD for a distance of 15.001 metres or thereby subject to such amendments as the Developer acting reasonably and with the consent of the Development B Proprietor (as hereinafter defined), which consent shall not be unreasonably withheld or delayed, requires, on which shall be erected a residential development consisting of a block of flatted dwellinghouses and others (hereinafter referred to as "Development B"), and that the Developer intends to dispo (Primo) Development B together with suitable rights of common property to a purchaser (the said purchaser and its successors and assignees whomsoever being hereinafter called "the Development B Proprietor"); and (Secundo) the said flatted dwellinghouses and commercial units to be erected on Development A together with suitable rights of common property to various purchasers (the said various purchasers and their successors and assignees whomsoever being hereinafter called "the Proprietors") hereby sets forth and declares the following:-

INTERPRETATION

(FIRST) In these presents words importing the masculine gender shall include the feminine; words importing the singular number only shall, where the context so admits, include the plural number and vice versa; and the words "maintenance" shall include repair, restoration, renewal, payment of any common charges, upkeep, cleaning and painting.

CONSTRUCTION OBLIGATIONS

(SECOND) The Development B Proprietor shall be bound to erect a development on Development B in terms of the provisions and conditions contained in and the docketed plans annexed to Planning Permission reference 03/01425/FUL dated 4 Jul. 2003 and any variation

thereof which has been approved in writing by the Developer, which approval shall not be unreasonably withheld or delayed, prior to the application for variation having been submitted by the Development B Proprietor to the planning department of The City of Edinburgh Council.

RESERVATIONS

(THIRD) (a) There is reserved to the Developer (in respect of the reservations narrated in this clause regarding Development B) and granted to the Development B Proprietor (in respect of the rights narrated in this clause regarding Development A) and their respective successors and any other party deriving the right therefrom and to any local or public authority or service undertaker (whether statutory or otherwise) (such authorities and service undertakers being hereinafter collectively called "the Utility Undertakers") through and over Development A and Development B on the respective basis outlined above a heritable and irredeemable servitude right of access and wayleave (i) during the construction phase of the respective developments to lay and install, and (ii) thereafter in all time coming to maintain, repair, renew and utilise, all cables, pipes, wires, drains, sewers, water mains, transmitters and appurtenances thereof and any underground works required in connection with services (hereinafter collectively called "Utilities") all in connection with the development or use of Development A and Development B or otherwise;

(b) In the event of any of the Utility Undertakers in exercise of their respective powers deciding to erect any telegraph posts, jointing posts, overhead cables, amplifier boxes or other apparatus or to lay cables, sewers, drains, pipes or water mains, within, under or over any part of Development B, or on the external walls of the block to be erected on Development B, such rights may be exercised by them without any liability on our part; Declaring that any part of Development B on which any lamp standard/lighting column, telegraph pole, jointing post, amplifier box or other apparatus is erected or over which overhead cables are conducted or in which cables, sewers, drains or pipes are laid or where any service apparatus of any type is erected, shall be burdened with a heritable and irredeemable servitude right of access in favour of the Utility Undertaker concerned with such equipment in, over or under said area to allow the said Utility Undertaker reasonable access at any time for all reasonable purposes in connection with the maintenance and inspection of said items or equipment;

(c) There is reserved to the Developer and granted to the Development B Proprietor and their respective successors and those respectively authorised by them (i) a right of access during the period of construction of Development A until the final completion thereof for pedestrians and vehicles, including, for the avoidance of doubt, any machinery and equipment as is necessary for the construction of Development B and Development A respectively, over Development B from King Street, aforesaid and from Development A and over Development A from Development B respectively and the respective buildings erected or to be erected thereon as is necessary for the construction of Development B and Development A respectively together with a right to install such necessary machinery and equipment on Development B and Development A respectively, and (ii) a right to enter the common parts of Development B and Development A respectively, for any necessary purposes in connection with compliance with statutory consents during the period of construction of Development A until the final completion thereof. Notwithstanding the terms of the foregoing rights there is reserved to the Developer and granted to the Development B Proprietor and their respective successors and those respectively authorised by them a right to enter the common parts of Development B and Development A respectively after the date of final completion of Development A but that only with the prior written consent of the Developer or its successors or the Development A Managing Agents as hereinafter defined or the Development B

Proprietor or its successors as appropriate which consent shall not be unreasonably withheld or delayed and that only in the event of and for the purposes of (i) the Building Control Department of the Local Authority intimating after the date of final completion of Development A an additional requirement in connection with the purposes of compliance with statutory consents in respect of either Development A or Development B and/or (ii) a planning condition contained in either the planning permission for Development A or the planning permission for Development B requiring to be discharged for the purposes only of the necessary inspection being carried out by the Planning Department of the Local Authority in connection with the granting of said discharge;

(d) There are reserved to the Developer and its successors and the qualified person or firm or company to be appointed by the Developer to have charge of and perform the various functions in relation to the maintenance, lighting and management of the common parts of Development A (hereinafter called "the Development A Managing Agents") right of access at all reasonable times (and at any time in the case of an emergency) to any part of Development B and the building erected or to be erected thereon necessary or desirable to enable (One) the carrying out of any maintenance and repairs to (i) the common parts of Development A and Development B as more particularly specified in Clause (FOURTH), and (ii) Development A including the block of flats and units; and (Two) the undertaking by the Development A Managing Agents of the duties imposed or to be imposed on them in respect of their said management of Development A. The said rights of access may be exercised by the Developer or its successors as proprietors of Development A or by the Development A Managing Agents and by tradesmen and contractors employed by the Development A Managing Agents on behalf of the Proprietors;

(e) There are reserved to the Developer and its successors and the Development A Managing Agents the right to execute any necessary maintenance and repairs (i) to the external faces of the part of the structural wall erected or to be erected, extending vertically from Solum B datum point 11.290 metres AOD to the datum point 13.899 metres AOD for a distance of 2.609 metres or thereby, along the line shown coloured orange on Plan 1 which said part of the structural wall exclusively or will exclusively form part of Development B and which said external faces of said part of the said structural wall face into the car parking area to be erected on Solum A and which exclusively or will exclusively form part of Development A (hereinafter to be called "the Car Parking Area") or (ii) the structural supporting columns exclusively forming part of Development B (under exception of the solum of said supporting columns which, for the avoidance of doubt, exclusively form part of Development A) erected or to be erected on various parts of Solum A and extending vertically from Solum A datum point 11.290 metres AOD to parts of the lower face of the Solum A Slab (hereinafter called the "Supporting Columns") and in the event only of the Development B Proprietor or the qualified person or firm or company to be appointed by the Development B Proprietor to have charge of and perform the various functions in relation to the maintenance, lightning and management of the common parts of Development B (hereinafter called "the Development B Managing Agents") failing, within a reasonable period of time of the need for such maintenance and repair requiring to be carried out becoming apparent in terms of the Development B Proprietor's obligations herein contained and in any event within twenty one days of receipt by the Development B Proprietor of written notice from the Development A Managing Agents of the requirement for such repairs to be carried out or immediately in the case of emergency, to carry out such necessary maintenance and repairs to said external faces of said structural wall and/or the Supporting Columns and the cost incurred by the Developer or its successors or the Development A Managing Agents in carrying out such maintenance and repairs in the event of such failure and all expenses incurred thereby shall be reimbursed by the

Development B Proprietor or the Development B Managing Agents, as the case may be, on demand;

(f) There are reserved to the Developer and its successors and the Development A Managing Agents a heritable and irredeemable right of support for the Car Parking Area and all other parts of Development A requiring such support from all parts of the building including, without prejudice to the foregoing generality, the Supporting Columns, erected or to be erected on Development B.

It is hereby provided and declared (i) that the foregoing rights and servitudes and all servitudes specified in these presents shall apply ipso facto to Development A and Development B without any specific mention thereof being required in the individual Dispositions or other conveyances to be hereafter granted, and (ii) that insofar as within our control the exerciser or exercisers of any of the foregoing rights and servitudes shall be liable for and bound to make good any damage, loss or injury occasioned thereby or resulting therefrom to the property of the Development B Proprietor, but only insofar as applicable to their own actings, unless such damage, loss or injury arises as a result of negligence on the part of the Development B Proprietor or its tradesmen, tenants, servants or agents, and the aforesaid rights shall be exercised at reasonable times and upon reasonable notice to the Development B Proprietor except in the case of emergency.

COMMON PROPERTY IN DEVELOPMENT A AND DEVELOPMENT B

(FOURTH) The Developer and its successors, as proprietors of the flats and units to be erected on Development A, and the Development B Proprietor shall possess a right of common property each with the other in and to (One) the Solum A Slab and the supporting beams constructed or to be constructed immediately below same, and (Two) (a) the foundations of Development B and the common gable erected or to be erected along the southwestmost line shown delineated in blue on Plan 1, and (b) the common sewers, drains, soil and rainwater pipes, water, gas and other pipes, rhones, conductors, electric mains, cables, wires and other transmitters or pertinents thereof so far as used in common by Development A and Development B. Development A and Development B shall be held by the proprietor or proprietors thereof in all time coming under the burden of (Primo) jointly and equally upholding and maintaining in good order and repair the Solum A Slab, and the said supporting beams constructed or to be constructed immediately below same, and (Secundo) jointly upholding and maintaining in good order and repair on the basis of a 77/87th and a 10/87th share respectively of the foregoing common items referred to in Sub-Clauses (FOURTH) (Two) (a) and (b). When either the Developer or a majority of the Proprietors or the Development A Managing Agents, as the case may be, or the Development B Proprietor or the Development B Managing Agents, as the case may be, consider that it is advisable to have any maintenance or repairs executed to any of the foregoing items of common property contained in this clause (FOURTH) they shall have power to instruct the same to be done, and the whole proprietors concerned, whether consentors or not, shall be bound to pay their respective share of the expense thereof. The proprietor(s) of each of Development A and Development B shall have a right of access at all reasonable times through the other Development for the purpose of carrying out such maintenance and repair of the said foregoing common items, declaring that the right hereby conferred shall not be exercised by the said proprietors as individuals but shall be exercised on their behalf by their respective Managing Agents or by tradesmen and contractors employed by the Managing Agents on behalf of the said proprietors.

COMMON SEWERS AND DRAINS ETC.

(FIFTH) Where the block of flats and units erected or to be erected on Development A and the block of flats erected or to be erected on Development B are served by the same sewer or drain (hereinafter called "the Common Sewer or Drain") under/or are served by the same rhones and downpipes, the expense of maintaining, repairing and clearing any blockage occurring in the Common Sewer or Drain and the said rhones and downpipes shall be shared by the Developer or its successors or the Proprietors, as the case may be, and the Development B Proprietor on the basis of a 77/87th and a 10/87th share respectively.

OBLIGATIONS TO MAINTAIN

(SIXTH) (a) The Developer or its successors or the Proprietors or the Development A Managing Agents as the case may be shall be bound to carry out all necessary maintenance and repair to uphold in good order and state of repair and decoration in all time coming the building to be erected on Development A including for the avoidance of doubt the Development A Supporting Wall but excluding the Solum A Slab and the supporting beams constructed or to be constructed immediately below same which are dealt with at Clause (Fourth) hereof. There is reserved to the Development B Proprietor the right to execute any necessary maintenance and repairs to the Development A Supporting Wall in the event of the Developer or its successors or the Proprietors or the Development A Managing Agents as the case may be failing, within a reasonable period of time of the need for such maintenance and repair requiring to be carried out becoming apparent in terms of the Development A Proprietors' obligations herein contained and in any event within twenty one days of receipt by the Development A Managing Agents of written notice from the Development B Proprietor of the requirement for such repairs to be carried out or immediately in the case of emergency, to carry out such necessary maintenance and repairs to the Development A Supporting Wall and the cost incurred by the Development B Proprietor in carrying out such maintenance and repairs in the event of such failure and all expenses incurred thereby shall be reimbursed by the Development A Managing Agents on demand;

(b) The Developer or its successors or the Proprietors or the Development A Managing Agents as the case may be shall be bound to carry out all necessary maintenance and repair to uphold in good order and state or repair and decoration in all time coming the amenity decking forming part of Development A shown coloured green on Plan 1 (hereinafter referred to as "the Amenity Decking"); Declaring however, that the expense of said maintenance, repair and decoration of the Amenity Decking shall be borne jointly by (i) the Developer or its successors or the Proprietors, as the case may be, and (ii) the Development B Proprietor on the basis of a 77/87th and a 10/87th share respectively;

(c) The Development B Proprietor shall be bound to uphold and maintain at their own cost in good order and state of repair and decoration the building erected or to be erected on Development B including, for the avoidance of doubt, (i) the part of the external supporting wall erected or to be erected along the line delineated in blue on the Plan extending vertically from datum point 13.899 metres AOD to datum point 28.900 metres AOD for a distance of 15.001 metres, (ii) the said part of said external supporting wall erected or to be erected along said line delineated in blue where it coincides with part of the said line delineated in orange on Plan 1 between the letters marked B and C on Plan 1 extending vertically from solum datum point 11.290 metres AOD to datum point 13.899 metres AOD for a distance of 2.609 metres or thereby and (including, without prejudice to the foregoing generality, the windows, window frames,

gutters, downpipes, gas and others forming parts thereof) including painting and treating same in accordance with normal customary practice and compliance with the scheme of uniformity of finish throughout the two blocks to be erected on the Subjects; Prior to carrying out all such maintenance, repair and decoration in terms of sub-clauses (i) and (ii) above the Development B Proprietor or the Development B Proprietor or the Development B Managing Agents, as the case may be, shall be obliged to advise the Developer or its successors or the Proprietors or the Development A Managing Agents, as the case may be, of the nature of said maintenance, repair and decoration to be carried out and to proceed on the basis of all reasonable representations and/or requests from the Developer or its successors or the Proprietors or the Development A Managing Agents, as the case may be, in respect of ensuring said compliance with the said scheme of uniformity, (iii) the Supporting Columns, (iv) the Development B Slab, and (v) the supporting beams constructed immediately below the Development B slab. Declaring however that there will be no obligation on the Development B Proprietor or paint or otherwise decorate the items specified at Sub Clauses (iii), (iv) and (v) above;

(d) Subject to the terms of Clause (FOURTH) hereof the Developer or its successors or the Proprietors, as the case may be, shall be bound to uphold and maintain in good order and state of repair the building erected or to be erected on Development A.

RIGHTS OF ACCESS, SUPPORT AND USE

(SEVENTH) (a) The Development B Proprietor shall have:-

(i) a pedestrian right of access on to and enjoyment of for amenity purposes only the Amenity Decking from the doorway and across the ramp both located at first floor level in the southeastmost outside supporting wall of the block erected or to be erected on Development B the approximate location of said doorway and ramp being the small rectangular area shown hatched in black on Plan 1 together with a right to use the Amenity Decking at all reasonable times for amenity purposes only,

(ii) a pedestrian right of access and egress into and from the Car Parking Area from King Street, aforesaid through the door located at the point shown marked X on Supplementary Plan 2 to the Title Plan (hereinafter referred to as "Plan 2") only when required for the purposes of carrying out necessary maintenance and repairs to (a) the said external faces of the structural wall erected or to be erected along the line shown coloured orange on Plan 1 which face into the Car Parking Area more particularly described at sub-paragraph (e) (i) of clause (THIRD) and (b) the Supporting Columns; Provided that the Development B Proprietor or the Development B Managing Agents, as the case may be, will require to obtain the key for unlocking said door shown located at the point marked X on Plan 2 for the purpose of exercising said right of access from the Developer or its successors or the Development A Managing Agents, as the case may be, prior to using said door for said access purposes and the Development B Proprietor or the Development B Managing Agents, as the case may be, shall be obliged to return said key to the Developer or its successors or the Development A Managing Agents, as the case may be, immediately upon (a) the completion of said maintenance and repair works or (b) on demand,

(iii) a vehicular right of access (i) from the point on Cables Wynd, aforesaid, marked Y on Plan 2 and (ii) egress from the point on Cables Wynd, aforesaid marked Z on Plan 2 to and from the Car Parking Area over Development A along the route shown coloured yellow on Plan 2 for the purposes only of accessing to and egressing from the Car Parking Area necessary equipment for

carrying out said maintenance and repair to the said external faces of the structural wall and the Supporting Columns referred to in sub-paragraph (ii) above;

(iv) all necessary rights (i) of access over the Car Parking Area, and (ii) to install equipment in the Car Parking Area, as is necessary for carrying out said maintenance and repair to the Development A Supporting Wall in terms of paragraph (SIXTH) (c) hereof and to the said external faces of the structural wall and the Supporting Columns referred to in sub-paragraph (ii) above, subject to the requirement to (a) cause the least practical interference to the use of the Car Parking Area by the Developer or its successors or the Proprietors, and (b) carry out and complete said maintenance and repairs as diligently and expeditiously as is reasonably practicable.

Declaring that all of the above mentioned rights shall be exercised subject to any damage, loss or injury occasioned thereby or resulting therefrom being made good by the responsible party concerned and that the said rights of access shall be exercised at reasonable times and upon reasonable notice except in an emergency.

(v) a heritable and irredeemable right of support for the building erected or to be erected on Development B from the part of the building erected or to be erected on Development A forming the Car Parking Area.

RESTRICTIONS ON USE

(EIGHTH) (a) No part of the Subjects (other than in relation to the ground floor units to form part of the block to be erected on Development A) shall be used for the carrying on of any trade or the sale of any wine, spirits or excisable liquor or for the making, manufacturing or for the sale of any goods or wares of any sort or for any purpose whatsoever which may in the opinion of the Development A Managing Agents or the Development B Managing Agents be deemed a nuisance or likely to injure the present or future amenity of the Subjects;

(b) No poultry, ducks, pigeons, bees, reptiles or other livestock shall be kept in the Subjects nor any domestic animals which shall prove a nuisance to the other proprietors of the Subjects and the respective Managing Agents shall be sole judge of what shall constitute a nuisance and is hereby expressly provided that all dogs shall be kept under control within the Subjects and shall at no time be allowed to run unfettered;

(c) Each flat within the Subjects shall be used solely for residential purposes only and for no other purpose whatsoever and shall not be sub-divided.

INSURANCE

(NINTH) The Developer or its successors or the Proprietors or the Development A Managing Agents, as the case may be, and the Development B Proprietor or the Development B Managing Agents shall be bound to procure that the blocks to be erected on Development A and on Development B shall be constantly insured against all risks normally covered by a comprehensive buildings insurance policy for full reinstatement value and covering, without prejudice to the said generality, the risks of property owners' liability, fire, explosion, lightning, storm or tempest, flood and busting of overflowing water pipes.

ARBITRATION

(TENTH) Except as expressly stated to the contrary in any deed to follow hereon in favour of the Development B Proprietor or the Proprietors any dispute or difference between or among the said proprietors arising out of any of the conditions of this deed or any deed to follow hereon shall, failing agreement between or among the proprietors concerned, be referred to a single arbiter mutually chosen or appointed, failing agreement, by the President of the Law Society of Scotland, the position of such arbiter being final and binding on the proprietors, the operation of Section 3 of the Administration of Justice (Scotland) Act 1972 being expressly excluded. The expense of the reference and of the Arbiter's fee and of any other expense or work incidental to the reference shall be in the discretion of the Arbiter who shall have power to fix the same and decern therefor; Declaring that any such proprietor desiring to refer any such question to arbitration shall be bound to intimate his intention of so doing to the other proprietors concerned in writing, failing which his right to arbitration shall be lost.

REAL BURDENS

(ELEVENTH) The Developer and the Development B Proprietor and any successors as developers of Development A and Development B respectively are reserved the right to vary the layout and composition of Development A and Development B respectively, subject to the consent of the other party to the said variation(s) of the layout and composition of either Development whose consent is not to be unreasonably withheld or delayed and the Developer reserves the right to vary the terms hereof as regards its future development of any part of Development A subject to the consent of the Development B Proprietor whose consent shall not be unreasonably withheld or delayed.

ENFORCEMENT OF BURDENS

(TWELFTH) It is hereby expressly provided and declared that the rights, burdens, obligations, duties and others hereinbefore specified, together with any further burdens, conditions and others contained in the specific titles to be granted in favour of the Proprietors, may be enforced by the Development B Proprietor and/or the Proprietors against one another, through appropriate legal procedure, but without the necessity of consulting us, and declaring further that there will be no duty or obligation upon us to enforce these conditions, reserving always the right to us to do so at our sole discretion.

Note: Supplementary Plans 1 and 2 to the Title Plan are copies of the plans marked 1 and 2 annexed to the aforesaid Deed of Conditions.

Burden 9

Deed of Declaration of Conditions, registered 27 May 2004, by Scotmid-Miller (Great Junction Street) Limited, proprietors of the subjects edged red on Supplementary Plans 3 and 4 to the Title Plan (hereinafter called "Plan 1" and "Plan 2" respectively and which subjects are hereinafter called "the Subjects"), which subjects comprise for the avoidance of doubt;

at Ground Floor Level (i) the area shown coloured green on Plan 1 (hereinafter called "the Car Parking Spaces"); (ii) the area shown coloured red on Plan 1 (hereinafter called "the Commercial

Units"); (iii) the area shown in white and marked "substn" on Plan 1 (hereinafter called "the Substation"); and (iv) the areas shown in white and marked "Bicycle Store", "Bin Store" and "Bin Store (Commercial)" on Plan 1 (hereinafter respectively called "the Bicycle Storage Areas", "the Residential Bin Storage Areas" and "the Commercial Bin Storage Areas"); above Ground Floor Level (i) the area shown coloured orange on Plan 2 (hereinafter called "the Flats"); and (ii) the area shown coloured yellow and marked "Amenity Deck" on Plan 2 (hereinafter called "the Amenity Deck"); all subject to such amendments as we in our sole discretion require, on which shall be erected a mixed residential and commercial development consisting of a building of commercial units and flatted dwellinghouses (hereinafter called "the Building") with relative parking spaces, offices, services and others (hereinafter called "the Development"); and that we intend to dispose the said flatted dwellinghouses and commercial units (hereinafter respectively called "Flats" and "Commercial Units") which have been or are to be erected on the Development together with suitable rights of common property to various purchasers (the said various purchasers and their successors and assignees whomsoever being hereinafter called "the Proprietors", declaring that the term "Proprietors" shall be taken to mean the owner or any number of joint owners of one flat or one commercial unit, hereinafter respectively called "Residential Proprietor" and "Commercial Proprietor") and that is proper and expedient to set forth and declare the various real burdens, reservations, conditions and others under which the Development and the plots and buildings thereon shall be held under the rights and obligations of us and the Proprietors do hereby set forth and declare the following videlicet:-

INTERPRETATION

(FIRST) In these presents words importing the masculine gender shall include the feminine; words importing the singular number only shall, where the context so admits, include the plural number and vice versa; and the word "maintenance" shall include repair, restoration, renewal, payment of any common charges, upkeep, cleaning and painting.

RESERVATIONS

(SECOND) (a) There is reserved to us and our successors and any other party deriving the right therefrom and to any local or public authority or service undertaker (whether statutory or otherwise) (such authorities and service undertakers being hereinafter collectively called "the Utility Undertakers") through and over the Subjects a heritable and irredeemable servitude right of access and wayleave to lay, install, maintain, repair, renew and utilise all cables, pipes, wires, drains, sewers, water mains, transmitters and appurtenances thereof and any underground works required in connection with services (hereinafter collectively called "Utilities") all, in connection with the Development or use of the Subjects or otherwise. There is reserved to us full power and liberty to grant or retain servitude rights and wayleaves over the Common Areas (defined in Condition (THIRD) hereof) in favour of any Proprietor and/or the Utility Undertakers to make and maintain connection with any of the Utilities within the Subjects, together with all necessary rights of access for that purpose and for the purpose of maintenance thereof. The Proprietors will never place any walls or buildings or other permanent erections over the routes of the Utilities.

(b) In the event of any of the Utility Undertakers in exercise of their respective powers deciding to erect any telegraph posts, jointing posts, overhead cables, amplifier boxes or other apparatus or to lay cables, sewers, drains, pipes or water mains, within, under or over any part of the Development, or on the external walls of the block, such rights may be exercised by them without

any liability on our part; Declaring that any part of the Development on which any lamp standard/lighting column, telegraph pole, jointing post, amplifier box or other apparatus is erected or over which overhead cables are conducted or in which cables, sewers, drains or pipes are laid or where any service apparatus of any type is erected, shall be burdened with a heritable and irredeemable servitude right of access in favour of the Utility Undertaker concerned with such equipment in, over or under said area to allow the said Utility Undertaker reasonable access at any time for all reasonable purposes in connection with the maintenance and inspection of said items or equipment.

(c) It is reserved to us and our successors and those authorised by us and right to enter onto the Subjects (i) to plant trees and/or shrubs on the Subjects as necessary to comply with the requirements of the Planning Authority (together with any necessary fencing or other protective measures to safeguard the said trees and/or shrubs) and the Proprietors will never place any walls or buildings or other permanent erections on the ground where said trees and/or shrubs are to be planted and (ii) for any necessary purposes in connection with compliance with statutory consents.

(d) There are reserved to the Managing Agents, as hereinafter defined, rights of access at all reasonable times (and at any time in the case of an emergency) to any part of the Subjects and the Development necessary or desirable to enable the carrying out of any maintenance of the common parts of the Subjects and the Development and the Flats and Commercial Units and the undertaking by the Managing Agents of the duties imposed on them in terms of the various provisions herein contained. The said rights of access may be exercised by the Managing Agents and by tradesmen and contractors employed by the Managing Agents on behalf of the Proprietors.

(e) There is reserved to us and our successors as owners of any unsold parts of the Subjects a heritable and irredeemable servitude right of access thereto for the purpose of maintenance of the said unsold parts or any other necessary purpose.

It is hereby provided and declared (i) that the foregoing rights and servitudes and all servitudes specified in these presents shall apply ipso facto to the flats and commercial units without any specific mention thereof being required in the individual Dispositions or other conveyances to be hereafter granted and (ii) that in so far as within our control the exerciser or exercisers of any of the foregoing rights and servitudes shall be liable for and bound to make good any damage, loss or injury occasioned thereby or resulting therefrom to the property of the Proprietors, but only in so far as applicable to their own actings, unless such damage, loss or injury arises as a result of negligence on the part of the Proprietors concerned or their tradesman, tenants, servants or agents, and the foresaid rights shall be exercised at reasonable times and upon reasonable notice to the Proprietors concerned except in the case of emergency.

COMMON PROPERTY IN THE DEVELOPMENT

(THIRD) The Residential Proprietors shall possess a right of common property each with the other without reference to the location of individual Flats in the Development in and to the Subjects under exception of (a) the Flats and Commercial Units and the air space occupied by any roof overhang extending beyond the boundary line of the solum of the Flats and Commercial Units; (b) the Car Parking Spaces; (c) the Bicycle Storage Areas; (d) the Residential Bin Storage Areas; (e) the Commercial Bin Storage Areas and (f) the Substation (the Subjects under

exception as aforesaid being hereinafter called "the Common Areas") which Common Areas are amongst others the Amenity Deck and include any landscaped areas, pathways (if any) and other areas of common amenity ground, footpaths, roads and others together with (by way of a right of common property and not exception) (i) those sections of boundary walls, fences and other enclosures of the Subjects not allocated to the Flats and Commercial Units so far as we have right thereto (ii) all shrubs, trees, walls, fences, lamp standards/lighting columns and others in and upon the Common Areas (iii) all utilities within, under and over the Common Areas in so far as such utilities are not adopted for maintenance by the Utility Undertakers and (iv) all other items, parts and pertinents, mutual to and for the benefit of the Residential Proprietors within the Development. The Residential Proprietors shall be jointly bound to uphold and maintain the Common Areas and all the foregoing items of common property within the Development in good order and repair and in a neat and tidy condition in all time coming and in particular, but without prejudice to the foregoing generality, to maintain the trees and the landscaped and woodland areas within the Common Areas in accordance with the scheme therefor approved by the local planning authority pursuant to the detailed planning consent obtained by us for the Development. Subject to the terms of Condition (SEVENTH) hereof, the Residential Proprietors shall each contribute an equal share towards the expense of maintenance of the Common Areas and the foresaid items of common property including, without prejudice to the foregoing generality, the cost of the lighting provided by means of the said lamp standards/lighting columns, and if there are no separate meters in respect of the supply of electricity for the said lighting, the allocation of the cost of said lighting amongst the various Residential Proprietors shall be determined by the Managing Agents; Declaring that when a majority of the Residential Proprietors consider it advisable to have any works of maintenance executed to the Common Areas and items of common property they shall have the power to instruct the same to be done, and the whole Residential Proprietors whether consentors or not shall be bound to pay their respective shares of the expense thereof. The Residential Proprietors shall be bound to afford access to and over the Common Areas and the foresaid items of common property to the Utility Undertakers for the purposes stated in Condition (SECOND) hereof. Further the Residential Proprietors shall be obliged to co-operate, in so far as required to do so by us, with the procedure required to be undertaken by us in applying for the adoption of the roads (including the verges, footpaths and footways). For the avoidance of doubt, the Commercial Proprietors shall not possess a right of common property in and to the Common Areas and all the foregoing items of common property within the Development.

COMMON PROPERTY IN THE BUILDING OF FLATS AND COMMERCIAL UNITS

(FOURTH) The Proprietors from time to time of each of the Flats and Commercial Units shall possess a right of common property with each and every other Proprietor in the Building of which his Flat or Commercial Unit forms part in and to (a) the solum on which the Building is erected (b) the foundations, outside supporting walls, gables, roof, roof anchors and roof light giving access to the roof (c) roof gutters and down pipes and common gas risers (d) any common television system and equipment including the sky satellite aerial(s) (e) the common sewers, drains, soil and rainwater pipes, water, gas and other pipes, rhones, conductors, electric mains, cables, wires and other transmitters or appurtenances thereof so far as used in common (f) the security lighting and ornamental/decorative railings on the external walls of the Building (g) any planted areas pertaining to the Building and (h) all other common and mutual parts and pertinents in and of the Building (hereinafter referred to as "Building Common Parts"). The Residential Proprietors from time to time shall possess a right of common property with each and every other Residential Proprietor in the stairwell in which their Flat is located in and to (a) the common entrance door(s)

and steps and the intercom equipment regulating access to the stairwell in which their Flat is located (but excluding the internal intercom equipment for each Flat which will be the responsibility of the respective Residential Proprietor thereof), and (b) the common entrance hallway and passages in the stairwell in which their Flat is located, the stairway(s) and stairwell(s) and railings therein, landings and passageways, with all carpets (if any) and other floor coverings and all lighting pertaining thereto and the windows and ceilings thereof and service cupboard/cleaners' store (hereinafter referred to as "Residential Common Parts") (the Buildings Common Parts and the Residential Common Parts being together referred to, where the context so admits as "the Common Parts"). Each Flat and Commercial Unit in the Building shall be held by the Proprietor thereof in all time coming under the burden of upholding and maintaining in good order and repair jointly with the Proprietors of all the other Flats and Commercial Units in the Building, the Building Common Parts and/or the Residential Common Parts as the case may be. Subject to the terms of Condition (SEVENTH) hereof, each Proprietor in the Building shall contribute an equal share in common with the other Proprietors concerned towards the expense of maintenance of all Building Common Parts and the Residential Proprietors shall each contribute an equal share in common towards the expense of maintenance of the Residential Common Parts in relation to the stairwell in which their Flat is located and shall in addition contribute an equal share in common with the other Residential Proprietors in the stairwell concerned of the cost of electricity consumed in connection with internal common stair lighting, the external security lighting, the intercom equipment and any common television amplifier. In respect of those items of the Residential Common Parts, which fall to be painted or treated according to normal customary practice, the Residential Proprietors in the Building shall be obliged to have such items painted or treated as appropriate at least once every four years or such lesser period as may be reasonably deemed necessary by the Managing Agents and also to comply with the scheme of uniformity of finish throughout the Building within the Development. When a majority of the Proprietors of the Building consider that it is advisable to have any maintenance executed to any of the Building Common Parts they shall have power to instruct the same to be done, and the whole Proprietors concerned, whether consentors or not, shall be bound to pay their respective share of the expense thereof. The Proprietors responsible for the maintenance of the Building Common Parts shall have a right of access at all reasonable times through adjoining Flats and/or Commercial Units as the case may be for the purpose of maintenance of the Building Common Parts, declaring that the right hereby conferred shall not be exercisable by the Proprietors as individuals but shall be exercisable on their behalf by the Managing Agents or by tradesmen and contractors employed by the Managing Agents on behalf of the Proprietors. When a majority of the Residential Proprietors of the Building consider that it is advisable to have any maintenance executed to any of the Residential Common Parts they shall have power to instruct the same to be done, and the whole Residential Proprietors concerned, whether consentors or not, shall be bound to pay their respective share of the expense thereof. The Residential Proprietors responsible for the maintenance of the Residential Common Parts shall have a right of access at all reasonable times through adjoining Flats and/or Commercial Units as the case may be for the purpose of maintenance of the Residential Common Parts, declaring that the right hereby conferred shall not be exercisable by the Residential Proprietors as individuals but shall be exercisable on their behalf by the Managing Agents or by tradesmen and contractors employed by the Managing Agents on behalf of the Residential Proprietors. The Proprietors in the Building shall be bound to give free access to the roof of the Building by the passageways, landings, stairways, hatchways and rooflights leading to the roof for the purpose of maintenance of the roof and roof gutters for all necessary purposes on the roof; Notwithstanding the foregoing generalities, the Proprietors in the Building shall not possess a right of common property with each and every Proprietor in the

Building in and to the Top floor Terraces. For the avoidance of doubt, each said Top Floor Terrace shall belong solely to the Residential Proprietor of the respective Top Floor Flat of which the said Top Floor Terrace forms part. Each said Top Floor Flat in the Building shall be held by the Residential Proprietor thereof in all time coming under the burden of upholding and maintaining in good order and repair their relative Top Floor Terrace. Each Residential Proprietor of a Top Floor Flat shall be responsible for the expense of maintenance of their respective Top Floor Terrace.

COMMON PROPERTY IN THE FLATS IN THE BUILDING

(FIFTH) In addition to the rights of common property in the Flats referred to in Condition (FOURTH), each Residential Proprietor shall also possess the following rights of common property:-

(a) Each Residential Proprietor shall possess a right of common property with each and every other Residential Proprietor in and to the Residential Bin Storage Areas. Each Flat in the Building shall be held by the Residential Proprietor thereof in all time coming under the burden of upholding and maintaining in good order and repair jointly with the Residential Proprietors of all the other Flats in the Building the Residential Bin Storage Areas. Each Residential Proprietor shall contribute an equal share in common with the other Residential Proprietors concerned towards the expense of maintenance of the Residential Bin Storage Areas. When a majority of the Residential Proprietors consider that it is advisable to have any maintenance executed to the Residential Bin Storage Areas they shall have power to instruct the same to be done, and the whole Residential Proprietors concerned, whether consentors or not shall be bound to pay their respective share of the expense thereof.

(b) The Residential Proprietors shall possess a right of common property with each and every other Residential Proprietor in the Building in and to the Car Parking Spaces together with by way of a right of common property all utilities within, under and over the Car Parking Spaces in so far as such utilities are not adopted for maintenance by the Utility Undertakers. Each Flat in the Building shall be held by the Residential Proprietor thereof in all time coming under the burden of upholding and maintaining in good order and repair jointly with the Residential Proprietors of all the other Flats in the Building the Car Parking Spaces and all such utilities. Each Residential Proprietor in the Building shall contribute an equal share in common with the other Residential Proprietors concerned towards the expense of maintenance of the Car Parking Spaces and all such utilities. When a majority of the Residential Proprietors in the Building consider that it is advisable to have any maintenance executed to the Car Parking Spaces and/or all such utilities they shall have power to instruct the same to be done, and the whole Residential Proprietors concerned, whether consentors or not shall be bound to pay their respective share of the expense thereof. The Residential Proprietors shall be bound to afford access to and over the Car Parking Spaces to the Utility Undertakers for the purposes stated in Condition (SECOND) hereof. For the avoidance of doubt, the Commercial Proprietors in the Building shall not possess a right of common property with each and every Residential Proprietor in the Building in and to the Car Parking Spaces and all such utilities.

(c) Each Residential Proprietor in the Building shall possess a right of common property with each and every other Residential Proprietor in the Building in and to the lift(s) and all related equipment located in the stairwell in which their Flat is located. Each Flat in the Building shall be held by the Residential Proprietor thereof in all time coming under the burden of (i) upholding and

maintaining in good order and repair, in accordance with all statutory and other regulations relating to such maintenance and (ii) the cost of maintaining an insurance policy in respect of, both jointly with all the Residential Proprietors in the stairwell in which their Flat is located, the said lift(s) and related equipment. For the Purpose of the carrying out of such maintenance the Managing Agents shall in the second year of their appointment enter into a maintenance contract with an appropriate contractor on behalf of the whole Residential Proprietors concerned and such maintenance shall be carried out in terms of such maintenance contract in accordance with all statutory and other regulations relating thereto. Each Residential Proprietor in the Building shall contribute an equal share in common with the other Residential Proprietors concerned towards the expense of such maintenance of the said lift(s) and all related equipment located in the stairwell in which their Flat is located and shall contribute an equal share in common with the other Residential Proprietors in the stairwell in which their Flat is located of the cost of electricity consumed in connection with said lift(s) and all related equipment. When a majority of the Residential Proprietors in the stairwell in which their Flat is located consider that it is advisable to have any maintenance executed to the said lift(s) and/or any related equipment they shall have power to instruct the same to be done, and the whole Residential Proprietors concerned, whether consentors or not shall be bound to pay their respective share of the expense thereof.

(d) Each Residential Proprietor shall possess a right of common property with each and every other Residential Proprietor in and to the Bicycle Storage Areas. Each Flat in the Building shall be held by the Residential Proprietor thereof in all time coming under the burden of upholding and maintaining in good order and repair jointly with the Residential Proprietor of all the other Flats in the Building the Bicycle Storage Areas. Each Residential Proprietor shall contribute an equal share in common with the other Residential Proprietors concerned towards the expense of maintenance of the Bicycle Storage Areas. When a majority of the Residential Proprietors consider that it is advisable to have any maintenance executed to the Bicycle Storage Areas they shall have power to instruct the same to be done, and the whole Residential Proprietors concerned, whether consentors or not, shall be bound to pay their respective share of the expense thereof.

COMMON PROPERTY IN THE COMMERCIAL UNITS IN THE BUILDING

(SIXTH) Each Commercial Proprietor shall possess a right of common property with each and every other Commercial Proprietor in and to the Commercial Bin Storage Areas. Each Commercial Unit in the Building shall be held by the Commercial Proprietor thereof in all time coming under the burden of upholding and maintaining in good order and repair jointly with the Commercial Proprietors of all the other Commercial Units in the Building the Commercial Bin Storage Areas. Each Commercial Proprietor shall contribute an equal share in common with the other Commercial Proprietors concerned towards the expense of maintenance of the Commercial Bin Storage Areas. When a majority of the Commercial Proprietors consider that it is advisable to have any maintenance executed to the Commercial Bin Storage Areas they shall have power to instruct the same to be done, and the whole Commercial Proprietors concerned, whether consentors or not shall be bound to pay their respective share of the expense thereof.

COMMON SEWERS AND DRAINS ETC

(SEVENTH) Where two or more Commercial Units or two or more Flats or a Commercial Unit and a Flat are served by the same sewer or drain (hereinafter called "the common sewer or

drain") and where two or more Commercial Units or two or more Flats or a Commercial Unit and a Flat are served by the same rhones and downpipes, the following provisions will apply thereto:-

(Primo) the expense of maintaining the common sewer or drain and the rhones and downpipes shall be shared equally by the Proprietors using the same; and

(Secundo) the expense of maintaining the respective branch pipes leading from the Flats and/or Commercial Units to the common sewer or drain shall be borne solely by the individual Proprietors of the respective Flats and/or Commercial Units; Declaring that in the event of a blockage occurring at the junction of any such branch pipe with the common sewer or drain it shall be the responsibility of the Proprietors served by such branch pipe to have such blockage cleared and that at their sole expense; And further declaring that where a blockage or fault is found in any sewer or drain serving more than one Flat or Commercial Unit but said Blockage or fault does not occur at the junction of a branch leading from a Flat or Commercial Unit the responsibility of clearing such blockage or repairing said fault and liability for the cost thereof shall belong equally to all Proprietors using said sewer or drain and in or ex adverso whose Flat or Commercial Unit the said sewer or drain is laid at a level higher than the level to which the blockage or fault has occurred, it being at the sole discretion of the Managing Agents aftermentioned to establish if a blockage exists and the responsibilities for repair of same.

OBLIGATION TO MAINTAIN

(EIGHTH) (a) Each Proprietor within the Development shall be bound to uphold and maintain in all time coming his respective property in good order and in a good state of repair and decoration and take all appropriate steps either by himself or in conjunction with other Proprietors having an interest therein to prevent damage to the fabric thereof which may prejudice the stability thereof or create a nuisance to other Proprietors and, in particular, but without prejudice to the foregoing generality, by control of vermin and immediate treatment of any dry rot or other form of rot or infestation which may be detected and the repair of any drainage water or other service, cables, pipes, wires or others and any Proprietor shall in the event of failure to take timeous and adequate measures to prevent and repair such damage or such defect, including notification to adjoining Proprietors whose premises may be affected with a view to safeguarding their property, be liable for and bound to make good any damage, loss or injury occasioned thereby or resulting therefrom.

(b) The Residential Proprietors must (i) deposit all refuse in bins to be stored in the designated Residential Bin Storage Areas and (ii) the Residential Proprietors must store all bicycles in the designated Bicycle Storage Areas. The Residential Bin Storage Areas and the Bicycle Storage Areas shall be used in accordance with the regulations and recommendations of the Local Authority and in no other way. The expense of maintaining and keeping in repair the Residential Bin Storage Areas and the Bicycle Storage Areas shall be borne by the respective Residential Proprietors having an interest therein in equal proportion.

(c) The Commercial Proprietors must deposit all refuse in the bins to be stored in the designated Commercial Bin Storage Areas. The Commercial Bin Storage Areas shall be used in accordance with the regulations and recommendations of the Local Authority and in no other way. The expense of maintaining and keeping in repair the Commercial Bin Storage Areas shall be borne by the respective Commercial Proprietors having an interest therein in equal proportion.

RIGHT OF ACCESS

(NINTH) (a) Each Proprietor within the Development shall have a right of access to and egress from their respective Flats and Commercial Units by the respective paths, steps, paved areas, hall, stairways, landings and passageways and others leading thereto.

(b) The Residential Proprietors within the Development shall have a right of access to and egress from the Common Areas by the pathways, footpaths (if any) and others leading thereto. For the avoidance of doubt, the Residential Proprietors within the Development shall have a right of access to and egress from the Amenity Deck by the pathway shown coloured green and hatched in black on Plan 1 and by the stairway leading from the said pathway.

(c) Each Proprietor within the Development shall have a right of access to adjoining property within the Development for the purpose of carrying out maintenance. Declaring that the said right shall be subject to any damage, loss or injury occasioned thereby or resulting therefrom being made good by the responsible party concerned, and that the said right shall be exercised at reasonable times and upon reasonable notice.

(d) The Commercial Proprietors shall have no right of access to and egress from the Car Parking Spaces for any purpose whatsoever. Furthermore for the avoidance of doubt, the Commercial Proprietors' only right of access to and egress from their respective Commercial Unit(s) shall be by the designated entrance of their respective Commercial Unit(s).

RESTRICTIONS ON USE

(TENTH) (a) No part of the Development other than the Commercial Units shall be used for the carrying on of any trade or for the sale of any wine, spirits or excisable liquor or for the making, manufacturing or for the sale of any goods or wares of any sort or for any purpose whatsoever which may in the opinion of the Managing Agents be deemed a nuisance or likely to injure the present or future amenity of the Development.

(b) Other than in the Commercial Units no poultry, ducks, pigeons, bees, reptiles or other livestock shall be kept in the Development. No domestic animals which shall prove a nuisance to the other Proprietors of the Development shall be kept in the Development and the Managing Agents shall be the sole judge of what shall constitute a nuisance and it is hereby expressly provided that all dogs shall be kept under control within the Development and shall at no time be allowed to run unfettered. Notwithstanding the foregoing generality, the Residential Proprietors shall be entitled to keep not more than one dog and/or one cat in each Flat.

(c) Each Flat shall be used solely for private residential purposes only and for no other purpose whatsoever and shall not be sub-divided.

(d) The Common Areas and the Car Parking Spaces shall be used in connection with the Development and for no other purpose whatsoever and the Common Areas and the Car Parking Spaces shall be kept in a neat and tidy condition in all time coming.

(e) The Common Parts must be kept in good and substantial order and repair in all time coming.

(f) No powerboats, marine craft, caravans, motor caravans, trailers or commercial vehicles used for the transportation of goods shall be parked or stored in the open on any part of the Development. The Commercial Proprietors have no right to park any type of vehicle in the Car Parking Spaces for any purpose whatsoever.

(g) Any garden ground pertaining to the Development shall be kept in a neat and tidy condition in all time coming and the said garden ground shall only be used as ornamental garden ground and shall not be used for the drying of clothes.

(h) The Commercial Proprietors must ensure that the Commercial Bin Storage Areas are kept in good and substantial order and repair in all time coming.

(i) Any common access roadways, accesses and turning spaces shall not be obstructed or used for the parking of any vehicles whatsoever.

(j) Each and every Proprietor is prohibited from erecting on the outside walls of his property any apparatus (including without prejudice to the foregoing generality any dish or antennae for the reception of satellite television, which may only be erected on the outside rear walls of his property) without the prior written consent of the Managing Agents but, notwithstanding the foregoing generality, common satellite television apparatus to serve the whole of the Development and/or the Flats and/or the Commercial Units may be installed (to the rear of a building or buildings erected on the Subjects only) through the Managing Agents provided that any necessary Local Authority permissions are obtained in connection therewith.

(k) No alterations or additions shall be made on or to the buildings erected or to be erected by us without (i) the prior written consent of us or our successors and (ii) obtaining any necessary Local Authority permissions in connection therewith.

(l) Where common lighting equipment has been installed in the common passages or stairs or security lighting erected on the outside walls of the Building the cost of electricity and all other maintenance and running costs and expenses shall be charged against the Proprietors deriving benefits from the same by the aftermentioned Managing Agents.

(m) No clothes poles or clotheslines shall be erected on any part of the Common Areas nor shall they be attached or suspended from any window or from any walls or interior common passage or stairs.

(n) The Proprietors are prohibited from igniting or permitting or causing to be ignited any fires (including Barbeques) for any reason whatsoever on any part of the Common Areas including any landscaped areas pertaining to the Development.

(o) No business nameplate or board or advertisement (other than "For Sale" and "To Let" notices) will be affixed on or adhibited to the exterior of any of the Flats or placed or affixed on or to any part of the Development without the prior written consent of the Managing Agents (declaring for the avoidance of doubt that the provisions of this sub-clause (TENTH) (o) do not apply to us or our successors as developers of the Subjects relative to the marketing of the Flats and Commercial Units in which connection we and our foresaids shall be entitled to have "For Sale" and "To Let" notices affixed on or to any part of the Development until the sale of the last of the Flats or Commercial Units is complete).

(p) The Commercial Proprietors shall not use their respective Commercial Unit(s) or permit their respective Commercial Unit(s) to be used, other than as within Use Class 1 of the Schedule to the Town and Country Planning (Use Classes) (Scotland) Order 1997 without our prior written consent to a change of use to any other use within the Schedule to the Town and Country Planning (use Classes) (Scotland) Order 1997.

(q) The Commercial Proprietors must not do or permit to be done upon their respective Commercial Unit(s) anything which may produce noise audible outside the Commercial Units. For the avoidance of doubt, the Commercial Proprietors must not produce or permit to be produced any noise audible within any of the Flats.

(r) The servicing hours of the Commercial Units (including loading and unloading, which for the avoidance of doubt shall not be permitted within any part of the Development save to or from the designated entrance of their respective Commercial Unit(s)) shall be from 0700 until 2200, Monday to Saturday and from 0800 until 2000 on a Sunday.

COMMON INSURANCE POLICY

(ELEVENTH) Each Proprietor shall be bound notwithstanding any insurance which he may effect of his own accord, to concur with each and every other Proprietor in keeping the Flats and Commercial Units and the Building of which the Flats and Commercial Units form part including the Building Common Parts constantly insured. Furthermore, each Residential Proprietor shall be bound to concur with each and every other Residential Proprietor in keeping the Common Areas, the Residential Common Parts, the Residential Bin Storage Areas, the Car Parking Spaces and the Bicycle Storage Area constantly insured. Each Commercial Proprietor shall be bound to concur with each and every other Commercial Proprietor in keeping the Commercial Bin Storage Areas constantly insured. The above mentioned obligation to insure must be by way of a common insurance policy or policies to be arranged by the Managing Agents with a reputable Insurance Company against all risks normally covered by a Comprehensive Common Household Buildings Insurance Policy for full reinstatement value and covering, without prejudice to the said generality the risks of property owners' liability, fire, explosion, lightning, storm or tempest, flood and bursting or overflowing water pipes. The said Proprietors shall be liable inter se for payment of the annual premium or premiums of the said common insurance policy or policies and each Proprietor shall be bound to pay to the Managing Agents the share referable to his Flat or Commercial Unit of the annual premium or premiums necessary for keeping such insurance in force. In the event of all or any of the Flats or Commercial Units or the Building or any part thereof or any of the foresaid areas or Common Parts or any part thereof being destroyed or damaged by fire or any other risk covered by the hereinbefore referred to the whole sums received from the insurance company or so much thereof as may be necessary shall be expended in reinstating the same and that within a period of two years from such destruction or damage and conform as far as practicable with the present design, dimensions and specifications and such reinstatement shall be carried out by such person or persons and at such cost including Architect's and Surveyor's fees as may be determined or approved at a meeting of the relevant Proprietors to be convened and held as herein provided, and in the event of the cost of any reinstatement works including fees and others exceeding the sums recovered from the insurance company any further sum required to meet the said costs shall be paid by the Proprietors concerned in their due proportions and shall be recoverable if necessary by an Action at the instance of any of the Proprietors concerned or of the Managing Agents, each and all of whom shall have the authority to sue for and recover all such proportions as far as unpaid for on

behalf of all persons having an interest in the said works or any part thereof. In the event of any claim or claims being made under the said policy or policies in respect of damage to or destruction of the whole or any part of the Flats or Commercial Units or the Building or any of the foresaid areas or Common Parts within the Development any proceeds therefrom shall be held in trust by the Managing Agents on behalf of the Proprietors having an interest therein and shall be used and applied towards reinstatement as aforesaid.

PROPRIETORS ASSOCIATION, MANAGEMENT COMMITTEE AND MANAGING AGENTS

(TWELFTH) The Proprietors shall elect a committee of at least four Proprietors to represent the interests of all the Proprietors within the Development, which committee shall be the Management Committee of the Proprietors' Association (hereinafter referred to as "the Management Committee") and the said Proprietors' Association shall comprise as members all Proprietors within the Development (hereinafter referred to as "the Association"); Any five members of the Association shall have power at any time to call a meeting of the Management Committee, which shall have the power at any time to call a meeting of the Association. Such meeting or meetings shall be held at such reasonably convenient time and place as the convenor of the 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 convenor of the meeting to the other Proprietors concerned and at any meeting so convened any of the Proprietors may be represented by a mandatory. Where a meeting of the Association is convened to deal with issues relating to the Development, the quorum of such a meeting shall be 40% of the Proprietors within the Development or their mandatories and each Proprietor or mandatory will be entitled to one vote for each Flat or Commercial Unit owned by him or his principal (declaring for the avoidance of doubt that in the event of any of the Flats or Commercial Units being owned by two or more persons only one of such owners shall be counted in ascertaining a quorum and only one shall be entitled to vote). Where a meeting of the Association is convened to deal with issues relating to the Flats and the Residential Proprietors only, the quorum of such a meeting shall be 50% of the Residential Proprietors or their mandatories of each of the stairwell(s) concerned and each Residential Proprietor or mandatory will be entitled to one vote for each Flat owned by him or his principal (declaring for the avoidance of doubt that in the event of any of the Flats being owned by two or more persons only one of such owners shall be counted in ascertaining a quorum and only one shall be entitled to vote). It shall be competent at any relevant meeting of the Association by a majority of the votes of those present and entitled to vote:-

(One) to order to be executed any common or mutual operations, maintenance, planting, gardening, decoration, etc to the Common Areas, the Common Parts, the Car Parking Spaces, the said lift(s) and all related equipment, the Residential Bin Storage Areas, the Bicycle Storage Areas, the Commercial Bin Storage Areas or any parts common or mutual to the Building in the Development;

(Two) to make any regulations in conformity with these presents which may be considered necessary with regard to preservation, cleaning, use or enjoyment of the Common Areas or the Common Parts or the Car Parking Spaces or the said lift(s) and all related equipment or the Residential Bin Storage Areas or the Bicycle Storage Areas or the Commercial Bin Storage Areas or any parts common or mutual to the Building in the Development;

(Three) to appoint any one qualified person or firm or company (herein called "the Managing Agents") to have charge and perform the various functions in relation to the maintenance,

lighting and management of the Common Parts, the Common Areas, the Car Parking Spaces, the said lift(s) and all related equipment, the Residential Bin Storage Areas, the Bicycle Storage Areas and the Commercial Bin Storage Areas referred to in Conditions (THIRD) to (SEVENTH) hereof and any parts common or mutual to the Building in the Development including, without prejudice to the foregoing generality, the maintenance and management of any trees and landscaped areas within the Common Areas in accordance with the scheme therefor approved by the local planning authority as aforesaid; Declaring however that so long as we are Proprietors of any part of the Development we shall have the sole right to appoint the Managing Agents and to fix the duration of their appointment. We shall appoint the Managing Agents, whose appointment shall run until the date occurring two years after the granting of the last Disposition by us of a Flat or a Commercial Unit in the Development and annually thereafter unless terminated by a vote at a meeting of the Association as hereinbefore provided; And further declaring that the Residential Proprietors shall be bound to have Managing Agents at all times;

(Four) (subject to what is above written regarding our appointment of Managing Agents) to fix the duration of the Managing Agents' appointment and to appoint other Managing Agents in their place;

(Five) to delegate to the Managing Agents the whole rights and powers exercisable by a majority vote at any relevant meetings, including without prejudice to the foregoing generality the right to collect from each Proprietor (a) the share referable to the Proprietor concerned of the insurance premiums in respect of the common insurance policy or policies referred to in Condition (ELEVENTH) hereof, (b) the share referable to the Proprietor concerned of the insurance premiums in respect of the insurance policy for the said lift(s) and all related equipment referred to in Condition (FIFTH) (c) hereof, (c) the share referable to the Proprietor concerned of the remuneration of the Managing Agents (d) the appropriate share referable to the Proprietor concerned of the cost of maintenance and lighting of the common items referred to in Conditions (THIRD) to (SIXTH) hereof and the cost of maintenance of all other common items as may be specified in the Dispositions of individual Flats and (e) the appropriate, proportionate and/or equal share in common with any other Proprietors concerned of any other remunerations, outlays, charges (including, without prejudice to the foregoing generality, cleaning and lighting charges, expenses and fees for work done or undertaken or services rendered and any other sums for which the Proprietors or any of them may become liable in terms of or in furtherance of the provisions herein contained or the provisions of the said Dispositions) and the Managing Agents shall be entitled to make payment of the said premiums, remunerations, outlays, charges, expenses, fees or other sums to whomsoever is entitled to receive payment therefor.

Declaring that the Management Agents, unless otherwise determined at such a meeting, shall be entitled during the continuance of their appointment to exercise the whole rights and powers which may be competently exercised by a majority of those present at a quorate meeting of the relevant Proprietors; Declaring also (One) That the Managing Agents shall be entitled to charge their usual professional remuneration for their services and all expenses and charges incurred for any work done or undertaken or services performed in terms of or in furtherance of the provisions herein contained or the provisions contained in the said Dispositions and the remuneration of the Managing Agents shall be payable by the respective Proprietors whether consentors thereto or not in equal proportions in the same way as if their consent had been obtained. In the event of any Proprietor(s) so liable failing to pay his or their proportion thereof within one month of each payment being demanded, the Managing Agents shall (without

prejudice to the other rights and remedies of the Proprietors) be entitled to sue for and recover the same in their own name from the Proprietor(s) so failing together with all expenses incurred by the Managing Agents provided always that in shall be in the option of the Managing Agents before or after taking any action to call a meeting of the Proprietors to decide if and to what extent such action should be pursued and that in the event of failure to recover such payments and/or the expense of any action then such sums will fall to be paid in equal shares by the other Proprietors responsible; (Two) That the Managing Agents shall have a management fund for the execution and payment of necessary and reasonable maintenance and cleaning and lighting charges, insurance premiums, management expenses and fees, and each of the Residential Proprietors and Commercial Proprietors shall deposit in the event of the first sale of a Flat and/or a Commercial Unit with us or our successors at or prior to entry for onward transmission to the Managing Agents and in the event of a subsequent sale with the Managing Agents within one month of their entry to a Flat and/or a Commercial Unit the sum of One Hundred and Fifty Pounds (£150) Sterling in the case of a Flat in the Building and the sum of One Hundred and fifty Pounds (£150) Sterling in the case of a Commercial Unit in the Building or such greater sum as may be required for the foresaid purposes and fixed by the Managing Agents or at a meeting of all the Proprietors held as hereinbefore provided and the sums so collected by the Managing Agents shall be held by them in trust on behalf of the Proprietors for the foresaid purposes. In the event of a Proprietor selling a Flat and/or Commercial Unit in his ownership, such Proprietor shall be entitled to recover the sum deposited with the Managing Agents under deduction of any proportion of the Charges, etc due in respect of his Flat and/or Commercial Unit, always provided that the person to whom such Flat and/or Commercial Unit is sold deposits with the Managing Agents the sum of One Hundred and Fifty Pounds (£150) Sterling or such greater sum as may be fixed as aforesaid. For the avoidance of doubt, no interest shall be payable on such part of any deposit which may be refunded as aforesaid and (Three) That the Managing Agents shall have a sinking fund and each of the Proprietors shall pay to the Managing Agents a quarterly sum as may be required for the following purposes and to be fixed by the Managing Agents acting reasonably and taking into account the age and type of the Building as a contribution in advance towards the cost of establishing and maintaining financial reserves to meet the future costs (as from time to time established by the Managing Agents acting reasonably) of repair, maintenance, reconstruction, renewal, rebuilding and replacement in respect of the Common Parts or any part(s) thereof and the Common Areas or any part(s) thereof and those areas of common property referred to in Condition (FIFTH) and (SIXTH) where such cost is not of a constant and quarterly recurring nature. Prior to fixing the aforesaid quarterly sum, the Managing Agents require the prior written consent of the Management Committee to the said quarterly sum. For the avoidance of doubt, the Managing Agents are not bound to fix the same quarterly sum for both the Residential and Commercial Proprietors.

The decision of any meeting of the Association convened as aforesaid and having the requisite quorum shall bind all the relevant Proprietors in the Development, whether they are consentors or not.

The Managing Agents shall have full power and authority to instruct and have executed from time to time, such works for the maintenance, cleaning and lighting of the Common Parts and in relation to the Common Areas, the Car Parking Spaces, the said lift(s) and all related equipment, the Residential Bin Storage Areas, the Bicycle Storage Areas, the Commercial Bin Storage Areas and all the common items referred to herein as they in their judgement shall consider necessary to implement their obligations and duties in terms hereof, and to engage tradesmen and others for that purpose, provided always that in the case of a major work (being in the case

of the Development a work the cost of which is estimated by the Managing Agents to exceed Five Thousand Pounds (£5000) Sterling or such greater amount as may from time to time be fixed by the Association), the Managing Agents shall, before instructing the same, report the matter to the Association (or, as the case may be a meeting of the Proprietors concerned) and, subject always to the obligations of the Proprietors in terms hereof, such work shall be undertaken only if it is authorised by the Association (or, as the case may be, a majority of the Proprietors concerned), whose decision shall be final and binding on the Managing Agents and on all the Proprietors concerned. Notwithstanding the foregoing provisions, in the event of an emergency the Managing Agents shall be entitled forthwith to instruct and have executed such work which shall include a major work as they consider necessary for the interim protection or safety of the Development or any part thereof.

Where necessary or appropriate, the Managing Agents shall have authority to require that the Proprietors concerned make payment in advance of the respective shares of the cost of any major work referred to in the paragraph above.

For the avoidance of doubt, the Managing Agents shall have no further responsibilities in respect of the Commercial Units or the Commercial Proprietor(s) thereof save as specifically provided for herein.

APPOINTMENT OF CONTRACTORS

(THIRTEENTH) (a) Each Proprietor will be bound to concur in the appointment of a cleaning contractor through the Managing Agents for regular cleaning and maintenance of the common property as defined in Conditions (THIRD) to (SIXTH) hereof, and shall be bound to make payment to the Managing Agents of his share of the cost of same in terms hereof.

(b) Each Residential Proprietor will be bound to concur in the appointment of a gardening and landscaping contractor through the Managing Agents for the regular care and maintenance of the planted and landscaped areas situated within the Common Areas and each Residential Proprietor will be bound to make payment to the Managing Agents of a share of the cost of same in terms hereof.

(c) Each Residential Proprietor will be bound to concur in the appointment of the maintenance contractor through the Managing Agents for the maintenance of the said lift(s) and all related equipment in terms of Condition (FIFTH) (c) hereof and each Residential Proprietor concerned will be bound to make payment to the Managing Agents of a share of the cost of same in terms hereof.

For the avoidance of doubt, where in Conditions (THIRTEENTH) (a), (b) and (c) above, the concurrence of either each Proprietor or each Residential Proprietor is required to the appointment of the foregoing contractors, in the absence of verbal or written concurrence, silence shall be deemed to be concurrence.

ARBITRATION

(FOURTEENTH) Except as expressly stated to the contrary in any deed to follow hereon in favour of the Proprietors any dispute or difference between or among Proprietors arising out of any of the conditions of this deed or any deed to follow hereon shall, failing agreement between

or among the Proprietors concerned, be referred to a single arbiter mutually chosen or appointed, failing agreement, by the president of the Law Society of Scotland, the position of such arbiter being final and binding on the Proprietors, the operation of Section 3 of the Administration of Justice (Scotland) Act 1972 being expressly excluded. The expense of the reference and of the Arbiter's fee and of any other expense or work incidental to the reference shall be in the discretion of the Arbiter who shall have power to fix the same and decern therefor; Declaring that any Proprietor desiring to refer any such question to arbitration shall be bound to intimate his intention of so doing to the other Proprietors concerned in writing, failing which his right to arbitration shall be lost.

REAL BURDENS

(FIFTEENTH) We reserve to ourselves and any successors as developers of the Subjects the right to vary the layout and composition of the Development and to vary the terms hereof as regards our future development of any part thereof.

ENFORCEMENT OF BURDENS

(SIXTEENTH) It is hereby expressly provided and declared that the rights, burdens, obligations, duties and others hereinbefore specified, together with any further burdens, conditions and others contained in the specific titles to be granted in favour of the Proprietors, may be enforced by the Proprietors against one another, through appropriate legal procedure, but without the necessity of consulting us, and declaring further that there will be no duty or obligation upon us to enforce these conditions, reserving always the right to us to do so at our sole discretion.

Note 1: The said Supplementary Plans 3 and 4 are copies of Plans 1 and 2 annexed to the foregoing Deed of Declaration of Conditions.

Note 2: 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 the subjects in this Title by being imported by reference in a subsequently registered deed in terms of section 6 of the Title Conditions (Scotland) Act 2003.

Burden 10

Lease for sixty years from and after 18 Feb. 2004, by Scotmid-Miller (Great Junction Street) Limited (hereinafter referred to as "the Landlords") to SP Distribution Limited and their successors and permitted assignees (hereinafter referred to as "the Tenants") registered 24 Jun. 2004, of the area of ground edged brown on the Title Plan ("the substation site") part of the subjects edged red on Supplementary Plan 1 to the Title Plan excepting those subjects registered under MID47618 (hereinafter referred to as "the Larger Subjects") contains the following rights:

(one) a right of (i) access from the point on Cables Wynd, Edinburgh lettered Y in blue on the Title Plan and (ii) egress from the point on Cables Wynd lettered Z in blue on the Title Plan to and from the substation site hereby let for vehicular and pedestrian traffic across the access route leading to the substation site shown hatched green on the Title Plan, (two) a right to lay, use, inspect, maintain, repair, remove, renew, replace and/or enlarge in, through and over those

areas of ground approximately indicated by the broken blue line on the Title Plan ("the cable route"), all cables, pipes, drains and other reasonable underground works (hereinafter referred to as "the electric lines") required by the Tenants in the exercise of their functions as statutory electricity undertakers with all necessary rights of access thereto in connection with the foregoing purposes only over the adjoining ground insofar as belonging to the Landlords (being to the southwest, northwest and northeast) to the extent of one metre on either side of the cable route and (three) a right of access from the point on Cables Wynd lettered Y in blue on the Title Plan and egress from the point on Cables Wynd lettered Z in blue on the Title Plan for the purpose of erecting, inspecting, maintaining, repairing and renewing the substation to be installed on the substation site and its enclosure if any; For the avoidance of doubt the said enclosure is to be erected along the boundary of the substation site (all hereinafter referred to as "the Leased Subjects"); In exercising the foregoing rights, the Tenants shall (1) do so in a manner so as to cause the minimum practicable disturbance to the Landlords and its successors as proprietors of the Larger Subjects or any part thereof and (2) make good all damage caused to the Larger Subjects or any part thereof as a direct result of the Tenants exercising the foregoing rights to the reasonable satisfaction of the Landlords or its successors as proprietors of the Larger Subjects or any part thereof.

Note: The subjects registered under MID47618 comprise (1) the solum of the area of ground edged orange on Supplementary Plan 1 to the Title Plan and the airspace above the said solum extending vertically from the said solum Ordnance Survey Newlyn Datum (hereinafter referred to as "OSND") point 11.29 metres to the OSND point 13.899 metres for a distance of 2.609 metres including for the avoidance of doubt (a) the part of the structural slab constructed immediately below OSND point 13.899 metres and above the whole extent of the area of the said solum at said OSND level and (b) the supporting beams constructed immediately below said part of the structural slab and (2) the airspace above the area edged blue on said Supplementary Plan 1 extending vertically between OSND point 13.899 metres and OSND point 28.90 metres for a distance of 15.001 metres.

This is a Copy which reflects the position at the date the Title Sheet was last updated.

© Crown copyright 2020



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

2546
31/1/2006

TITLE NUMBER

MID70324



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

70m

NT2676SE

Survey Scale

1/1250

CROWN COPYRIGHT © – This copy has been produced from the ROS Digital Mapping System on 04/01/2013 with the authority of Ordnance Survey under Section 47 of the Copyright, Designs and Patents Act 1988. Unless there is a relevant exception to copyright, the copy must not be copied without the prior permission of the copyright owner. OS Licence no 100041182.

