



Title Information: MID195796

Search summary

Date/Time of search	21-10-2021 16:43:38
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Transaction number	SCO-09446950
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User Reference	
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Section A

MID195796

Property

Date of first registration	21-04-2010
Date title sheet updated to	10-01-2018
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	
Title Number	MID195796
Cadastral Unit	MID195796
Sasine Search	
Property address	36 WHITEHOUSE AVENUE, GOREBRIDGE EH234FJ
Description	Subjects cadastral unit MID195796 36 WHITEHOUSE AVENUE, GOREBRIDGE EH23 4FJ tinted pink on the cadastral map, together with (One) the servitudes and other rights, common and mutual rights specified in the Disposition in Entry 1 and Deeds of Conditions in Entries 2 and 3 of the Burdens Section and (Two) the subsisting rights to real burdens specified in the Schedule of Particulars relative to Subsisting Rights to Real Burdens below.

Schedule of Particulars Relative to Subsisting Rights to Real Burdens

Entry No	Benefited Property	Real Burdens	Burdened Property
1	Subjects in this Title and other subjects.	Deed of Conditions by Persimmon Homes Limited, registered 14 Nov. 2011, in Entry 2 of the Burdens Section.	Development at Dewar Park, Gorebridge, edged red on supplementary data 1 to the Title Sheet.
2	Subjects in this Title and other subjects.	Deed of Conditions, registered 22 Sep. 2017, in Entry 3 of the Burdens Section.	Development at Dewar Park Phase 4, Gorebridge, edged brown on the cadastral map.

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Section B

MID195796

Proprietorship

SEAN KEITH GRANTON and YVONNE BO LING TSUI both residing at 19 Whitehouse Crescent, Gorebridge, EH23 4FT equally between them and the survivor of them.

Entry number	1
Date of registration	04-01-2018
Date of Entry	21-12-2017
Consideration	Implementation of Missives

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Section C

MID195796

Securities

Entry number	1
Specification	Standard Security for £174000 and further sums by said SEAN KEITH GRANTON and YVONNE BO LING TSUI to SANTANDER UK PLC incorporated under the Companies Acts (Company Number 02294747), Registered Office 2 Triton Square, Regent's Place, London NW1 3AN.
Date of registration	04-01-2018

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Section D

MID195796

Burdens

Number of Burdens: 4

Burden 1

Disposition by Althea Enid Phillipa Dundas or Dundas-Bekker and others to Persimmon Homes Limited and their successors and assignees, registered 21 Apr. 2010, of inter alia subjects at Redheugh and Laundry Field, Gorebridge, of which the subjects in this Title form part, contains inter alia the following real burdens and servitudes:

Part 4

Interpretation

"the A7 Roundabout" shall mean the intended roundabout at the location at the A7 public road between Redheugh Farm Cottages and Kirkhill Terrace, Gorebridge.

"Conveyed Property" means the subjects conveyed by the foregoing Disposition.

"Emilybank Retained Property" means the dwellinghouses, garden ground and others comprising Emilybank Cottages 1 and 2, Engine Road, Gorebridge.

"Emilybank Retained Property Owners" means the said Althea Enid Phillipa Dundas or Dundas-Bekker as an individual and my successors as owners of the Emilybank Retained Property.

"Redheugh Retained Property" means the subjects comprising the remainder of Redheugh Farm, near Gorebridge (under exception).

"Redheugh Retained Property Owners" means the said Althea Enid Phillipa Dundas or Dundas-Bekker and Fiona Helen Gibb as Trustees foresaid and our successors as proprietors of the Redheugh Retained Property.

"Service Media" means water pipes, drains, drainage vents, conductors, sewage pipes and associated sewage disposal apparatus, electricity lines, telecommunications lines, gas pipes and all other pipes, cables, wires and services.

Part 7

Reserved Servitudes in respect of Emilybank

1. For the purposes of this Part 7 of this Entry, the Benefited Property is the Emilybank Retained Property and the Burdened Property is the Conveyed Property.

2. There is reserved in favour of the Emilybank Retained Property Owners a servitude right of access to and egress from the Benefited Property for pedestrian and vehicular traffic over and

across the roadway known as Engine Road, Gorebridge, and any other roads to be constructed by the disponees or their foresaids necessary to link the Benefited Property to the public road network.

3. There is reserved in favour of the Emilybank Retained Property Owners a servitude right to maintain in their present locations, or altered in terms of paragraph 4 of this Part 7 of this Entry, and use all Service Media at present serving the Benefited Property with right of access thereto on all necessary occasions for the purpose of inspection, maintenance, repair and renewal of the same.

4. The proprietor of the Burdened Property shall, at its own cost, be entitled on prior written notice, reasonable in all the circumstances, to alter the route of any Service Media on Burdened Property which serve the Benefited Property provided that the proprietor of the Burdened Property shall prior to commencing any works in relation to such alteration consult with the Emilybank Retained Property Owners with regard to (1) the timetable for the relevant works and (2) the most appropriate method by which the works may be carried out having regard to the purposes for which the Benefited Property is occupied and further provided that:

4.1. the access to the Emilybank Retained Property is kept clear and open and the existing services are not disrupted (other than short term disruptions to enable the disconnection of the existing services and the connection of new services), unless an equivalent alternative is provided, during the course of the construction and other works to be undertaken by the disponees and their foresaids in connection with the development of the Conveyed Property;

4.2 the proprietor of the Burdened Property shall ensure that any disruption to the rights of the Emilybank Retained Property Owners shall be kept to a minimum so far as reasonably practicable;

4.3 any such alteration of route as aforesaid shall cause no detrimental effect on the standard of services supplied by the Service Media to the Benefited Property and

4.4 the proprietors of the Burdened Property shall ensure that all physical damage thereby caused to the Service Media or the Benefited Property is made good as soon as reasonably practicable.

Part 8

Reserved Servitudes -Redheugh Drainage

1. For the purposes of this Part 8 of this Entry, the Benefited Property shall be the Redheugh Retained Property and the Burdened Property shall be the Conveyed Property.

2 "The Compound" shall mean the drainage compound to be located within the subjects conveyed in the Second Place as part of the Conveyed Property or such extended area as is necessary to accommodate the increased scope of the drainage compound thereon.

3. "The Tank" shall mean foul water holding tank(s) or pipes located at the Compound within the Burdened Property and any relative apparatus and effluent pipes leading northwards (there being no obligation on the disponees or their foresaids to construct the Compound or the Tank).

4. There is reserved to the Redheugh Retained Property Owners a servitude right to use the Compound and the Tank for the purpose of servicing the future development of the Benefited Property and to connect into, enlarge, extend, adapt and alter the Compound and the Tank (whether by way of enlargement of the original Tank or construction of additional Tank(s), apparatus and pipes adjacent to the original Tank) as required.
5. There is reserved to the Redheugh Retained Property Owners a servitude right to construct and install the Tank in the event of any failure by the disponees and their foresaids to do so and to construct and install new accesses, new tanks and apparatus, new pipes, cables and other means of connection between the Tank and the boundaries of the Benefited Property with access to, over and through the Burdened Property for the purposes of inspection, connection, construction, addition, enlargement, extension, adaptation, alteration, repair, maintenance and renewal of the Compound and the Tank and related connections and extensions thereof on all occasions when required by the Redheugh Retained Property Owners.
6. In exercising the servitude rights reserved in this Part 8 of this Entry, the Redheugh Retained Property Owners will not be entitled to utilise any of the capacity of the Compound or Tank required to service the development upon the Conveyed Property and will only be entitled to utilise any capacity which is surplus to that purpose or any additional capacity which the Redheugh Retained Property Owners create by extending, adapting, altering or adding to the Compound or Tank.

Part 9

Reserved Servitudes - General

1. For the purposes of this Part 9 of this Entry the Benefited Property shall be the Redheugh Retained Property and the Burdened Property shall be the Conveyed Property.
2. "Infrastructure" shall mean roads and footpaths, including such parts of the A7 Roundabout as lie within the Property, and Service Media.
3. There are reserved to the Redheugh Retained Property Owners servitude rights to connect into Service Media (subject to the existing Service Media, whether as constructed for the purpose of the development of the Conveyed Property or altered as aftermentioned to enable the Infrastructure to provide the capacity to service the future development of the Redheugh Retained Property in addition to servicing the development upon the Conveyed Property (there being no obligation on the disponees or their foresaids to construct the infrastructure bar the A7 Roundabout), having adequate capacity to admit of such connection) and to lay and install new Service Media for the purpose of servicing the future development of the Redheugh Retained Property and in both cases with right thereafter to use, inspect, maintain, repair and if necessary renew and replace such Service Media.
4. There are reserved to the Redheugh Retained Property Owners servitude rights, in the event of failure to do so by the disponees and their foresaids, to construct roads and footpaths necessary to serve the Benefited Property and in particular but without prejudice to the foregoing generality to complete, adapt and upgrade the existing access arrangements, install junctions, street lighting, traffic lights and other facilities to enable the A7 Roundabout to be brought into use so as to facilitate the future proposed development of the Benefited Property

with access to, over and through the Burdened Property for the purposes of use, inspection, connection, construction, addition, enlargement, extension, adaptation, alteration, repair, maintenance and renewal of the Infrastructure and related connections and extensions thereof on all occasions when required by the Redheugh Retained Property Owners.

5. In exercising the servitude rights reserved in this Part 9 of this Entry, the Redheugh Retained Property Owners will not be entitled to utilise any of the capacity of the Infrastructure required to service the development upon the Conveyed Property and will only be entitled to utilise any capacity which is surplus to that purpose or any additional capacity which the Redheugh Retained Property Owners create by extending, adapting, altering or adding to the Infrastructure.

Part 10

Real Burdens re Exercise of Servitude Rights

Where in terms of the foregoing Disposition and this Entry a party has right of access to the property of another for the purposes of the use, inspection, maintenance, repair, replacement and renewal of Service Media, for the construction of access roads and footpaths and the maintenance thereof or for any other purpose, the party exercising such rights shall do so only on the giving of reasonable prior notice to the other party, causing the least practicable inconvenience and disturbance to the other party and making good all damage occasioned thereby. In the event of the exercise of the reserved servitudes specified in Parts 8 and 9 of this Entry causing material prejudice to the development of the Burdened Property by the disponees or their foresaids the proprietor of the Benefited Property exercising such rights shall pay reasonable compensation in respect of the loss occasioned by the disponees or their foresaids in consequence of such prejudice.

Burden 2

Deed of Conditions, registered 14 Nov. 2011, by Persimmon Homes Limited, Proprietor of the Development known as Dewar Park, Gorebridge, outlined in red on Plan 1 annexed and executed as relative hereto ("the Development"), of which the subjects in this Title form part, declares real burdens &c as follows:

1 Definitions

In this Deed:

1.1 "The 2003 Act" means the Title Conditions (Scotland) Act 2003;

1.2 "Access Areas" means roads, footpaths, junctions, roundabouts, lighting, gutters, visibility splays and ancillary landscaping within the Development;

1.3 "Block" means a building containing Flats the solum of which is owned in common by the Proprietors of the Flats or in respect of which each of the Proprietors has a right of Common Property;

1.4 "Cables" means a cable or cables for the transmission or storage of electricity or other ancillary materials whether such electricity or materials are transmitted by the proprietor of Sub-Station Area 1 or Sub-Station Area 2 or Sub-Station Area 3 on their own behalf or on behalf of some other persons;

1.5 "Common Area" means the areas shown tinted green and mauve on the Plan 1, boundary fences, walls, Retaining Walls at or within the said areas, railings and hedges enclosing the same and common lighting, any entrance or artistic features of the Development and SUDS Areas pending alienation thereof to or adoption by the SUDS Area Proprietors;

1.6 "Common Parts" in relation to a Block on the Development means save where otherwise provided in any deed supplemental to this Deed of Conditions (i) the solum on which each Block is erected, the common foundations, outside walls, gables, roof and roof space (excepting in so far as the same may be incorporated into and form part of the top floor Flat as constructed by the Developers) and hatch or hatches leading thereto and any chimney vents and stalks of the Block, any internal division walls between any Flats, any internal ceilings, joists and floors separating flats and any of the other Common Parts, (ii) the drains, sewers, soil and rain water pipes, water supply pipes, tanks, common cisterns, rhones, gutters, conductors, gas and electric mains, and all pipes, cables, wires, flues and transmitters and connections so far as used in common by the Proprietors of more than one Flat in the Block, (iii) the entrance vestibule and canopy (if any), hall, stairs, staircase, lift, lift shaft and lift machinery (if any), passages, landings, walls and ceilings enclosing same; the hall, stairs and staircase lighting; the hall, stairs and staircase carpeting (if any) covering the same; the common electricity meter and any cables, pipes and connections thereto; the communal television aerial and satellite dish (if any); the cycle store pertaining to the Block (where appropriate); the communal bin stores pertaining to the Block (where appropriate), the combined cycle/bin stores pertaining to the Block (where appropriate) any garden or landscaped ground pertaining exclusively to the Block; and any footpaths pertaining exclusively to the Block, (iv) the security telephone system regulating access to the Block (if any) (but excluding the actual equipment within each Flat) the door bells and letter boxes at the front entrance of each Block (if any) and any other part of the Block which is used in common by two or more Proprietors;

1.7 "Common Parts" in relation to a Quarter Villa Building shall mean (i) the solum on which the Quarter Villa Building is erected and the foundations of the said Quarter Villa Building; (ii) the roof and roof space and hatch or hatches leading thereto and any chimney vents and stalks serving the said upper and lower Quarter Villas and any other parts common to the respective Proprietors of the upper and lower Quarter Villas, declaring that the mutual wall separating two Quarter Villas shall be common on the upper floor between the two upper Quarter Villas and on the lower floor between the two lower Quarter Villas; (iii) the drains, sewers, soil and rain water pipes, water supply pipes, tanks, common cisterns, rhones, gutters, conductors, gas and electric mains, and all pipes, cables, wires, flues and transmitters and connections so far as used in common by the Proprietors of each upper and lower Quarter Villa;

1.8 "Common Parts" in relation to a Cottage Flat Building shall mean (i) the solum on which the Cottage Flat Building is erected and the foundations of the said Cottage Flat Building, the outside walls, gables, any internal ceilings, joists and floors separating Cottage Flats and any common entrance; (ii) the roof and roof space and hatch or hatches leading thereto and any chimney vents and stalks serving the said upper and lower Cottage Flats and any other parts common to the respective Proprietors of the upper and lower Cottage Flats; (iii) the drains,

sewers, soil and rain water pipes, water supply pipes, tanks, common cisterns, rhones, gutters, conductors, gas and electric mains, and all pipes, cables, wires, flues and transmitters and connections so far as used in common by the Proprietors of each upper and lower Cottage Flat;

1.9 "Community Burden" shall have the meaning assigned to it in accordance with Section 25 of the 2003 Act;

1.10 "Community" means the Development unless otherwise herein specified, Community having the meaning assigned to it by Section 26 (2) (a) of the 2003 Act;

1.11 "Cottage Community" means a Cottage Flat Building with the Plot on which it is erected;

1.12 "Cottage Flat Building" means a building comprising one upper Flat and one lower Flat both of which have a main door entrance at ground floor level or which have a common entrance and "Cottage Flat" shall be construed accordingly;

1.13 "Detached Dwellinghouse" means a Detached Dwellinghouse situated on a Plot owned exclusively by the Proprietor thereof;

1.14 "Developers" means us the said Persimmon Homes Limited and/or our successors (including heritable creditors in any standard security granted by us or our foresaids exercising their right to sell security subjects which form part of the Development) as initial developers of the Development or any part thereof for the construction of Dwellinghouses;

1.15 "Development Common Property" means the Common Area under exception of the SUDS Areas, and the area shown tinted mauve on Plan 1;

1.16 "Dwellinghouse" means each residential property constructed or to be constructed on the Development Land;

1.17 "Flat" means a flatted Dwellinghouse located within a Block;

1.18 "Flatted Community" means a Block with the Plot on which it is erected;

1.19 "the Gas Governor" means the area shown tinted yellow on Plan 2D;

1.20 "Management Year" means First January to Thirty first December in each year or such alternative period of one year as the Manager shall fix;

1.21 "Manager" means a Property Manager or Factor appointed in terms of Clause 15 of this Deed of Conditions;

1.22 "Pipelines" means a pipeline or pipelines for the transmission or storage of gas or other ancillary materials whether such gas or materials are transmitted by the proprietor of the Gas Governor on its own behalf or on behalf of other persons and all necessary apparatus ancillary thereto;

1.23 "Plan 1" means Plan 1 annexed and executed as relative hereto;

1.24 "Plan 2" means Plan 2 annexed and executed as relative hereto;

1.25 "Plan 2A" means that part of Plan 2 denoted "Area 1 Sub-Station";

1.26 "Plan 2B" means that part of Plan 2 denoted "Area 2 Sub-Station";

1.27 "Plan 2C" means that part of Plan 2 denoted "Area 3 Sub-Station";

1.28 "Plan 2D" means that part of Plan 2 denoted "Area 4 Gas Governor";

1.29 "Plot" means an area of ground on which a Detached Dwellinghouse, Semi-Detached Dwellinghouse, Terraced Dwellinghouse, a Quarter Villa Building, a Cottage Flat Building or a Block of Flats is erected and the curtilage or garden ground appertaining thereto (if any), and includes any footpath or part of roadway within the Plot;

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

1.31 "QVB Community" means a Quarter Villa Building with the Plot on which it is erected;

1.32 "Quarter Villa Building" means a building comprising two upper Flats and two lower Flats each of which has a main door entrance or in which the upper and lower Flats on each side of the building have a common entrance;

1.33 "Quarter Villa" means an upper or lower flatted dwellinghouse forming part of a Quarter Villa Building;

1.34 "Retaining Wall" means any wall or structure erected by us with the purpose of retaining soil or other material and shall include the foundations, supports, projection and uplift of such retaining walls or structures;

1.35 "the Schedule" means the Schedule below;

1.36 "Semi-Detached Dwellinghouse" means one or two Dwellinghouses joined one to each other by a common wall or gable;

1.37 "Service Media" means all sewers, drains (both surface and foul), storage tanks, water courses and water mains, SUDS facilities, attenuation ponds, and gas, electricity, telephone, telecommunication and other services with ancillary pipes, cables, connections, conduits, inspection chambers and other apparatus within and serving or to serve the Development;

1.38 "Service Strip" means any area of ground containing a duct or conduit normally two metres or thereby in width or such other width as may be determined by the Developers or the relevant service providers for the purpose of leading gas, water, electricity, drainage and telephone services to and from the Plots and as may be marked or indicated where applicable on the plan for the individual Plot;

1.39 "Shared Access Community" means an access roadway or footpath providing access for two or more Plots and in respect of which two or more Proprietors have been or are to be disposed pro indiviso rights of property in common;

1.40 "Sub-Station Area 1" means the area shown with black honeycomb and marked 'substation' on Plan 2A;

1.41 "Sub-Station Area 2" means the area shown with black honeycomb and marked 'substation' on Plan 2B;

1.42 "Sub-Station Area 3" means the area shown with black honeycomb and marked 'substation' on Plan 2C;

1.43 "the SUDS Areas" means those parts of the Development to be disposed by the Developer to the SUDS Area Proprietors or otherwise taken over or adopted for maintenance purposes by the SUDS Area Proprietors shown tinted light blue and tinted dark blue on Plan 1;

1.44 "SUDS Area 1" means the SUDS Area shown tinted light blue;

1.45 "the SUDS Area Proprietors" means Scottish Water having their Head Office at Castle House, 6 Castle Drive, Carnegie Campus, Dunfermline or their successors or any other person, persons, or entity or the appropriate Local Authority as proprietors of the SUDS Areas or otherwise having adopted the SUDS Areas for maintenance purposes;

1.46 "Terraced Dwellinghouse" means a Dwellinghouse forming part of a row of three or more attached dwellinghouses;

1.47 "Visibility Splays" means any area within the Development on or adjacent to a roadway required by the relevant Local Authority to be maintained for the adequate and safe passage of vehicular traffic;

References to Dwellinghouses shall include Detached Dwellinghouses, Semi-Detached Dwellinghouses, Terraced Dwellinghouses, Quarter Villas, Cottage Flats and Flats;

References to the male shall include the female and all references to the singular shall include the plural and vice versa.

Headings in this Deed are for convenience only and shall be ignored in its construction.

2 Creation of real burdens and servitudes

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

2.2 The reservations, real burdens, conditions and others contained herein which apply to the whole Development as a Community shall be and are hereby created real burdens enforceable as Community Burdens by owners of all Dwellinghouses as units in the Community and by the Developers as owners of any ground outwith the definition of the Dwellinghouse but within the

Development and remaining within the ownership of the Developers as a unit in the Community in terms of Section 27 of the 2003 Act.

2.3 Reservations, real burdens, conditions and others which apply only to a Flatted Community, a QVB Community, a Cottage Community or a Shared Access Community shall be enforceable only by Proprietors of Flats within the Flatted Community or of Quarter Villas within the QVB Community or of Cottage Flats within the Cottage Community or Proprietors of pro indiviso shares in Shared Access Community as the case may be.

2.4 The real burdens take effect, in respect of any Dwellinghouse or any other part of the Development, on the date on which this Deed of Conditions is registered in the Land Register of Scotland.

2.5 Save where otherwise provided herein where servitudes are reserved or granted they shall have effect so far as individual Dwellinghouses are concerned on the registration of a separate title for such Dwellinghouse or Dwellinghouses in terms of Section 75(2) of the 2003 Act in so far as regards such Dwellinghouse or Dwellinghouses as both a dominant and servient tenement in relation to any such servitude.

2.6 A Proprietor wishing to enforce a real burden contained herein shall require an interest to enforce within the meaning of Section 8(3) of the 2003 Act.

2.7 Where the Developers are proprietor of any Dwellinghouse any deed of variation or discharge will require to be executed by the Developer.

3 Development Servitudes

3.1 For the purposes of Section 3.2 the burdened property is the relevant part or parts of the Development over which the servitude rights contained herein are exercised ("the Burdened Area") and the benefited property is the relevant part of the Development for the benefit of which the servitudes contained herein are exercised ("the Benefited Area"). For the avoidance of doubt the area shown cross hatched in black on Plan 1 shall be a Benefited Area for the purpose of this Clause 3.

3.2 The following servitudes are imposed on the Burdened Area in favour of the Benefited Area such servitudes to take effect on the date on which a disposition of a Benefited Area (being an area within the Development conveyed for the purpose of constructing Dwellinghouses thereon), including any deed giving effect to the exercise of the power of sale of a Benefited Area by a heritable creditor under a standard security, is registered in the Land Register of Scotland:-

3.2.1 a non-exclusive heritable and irredeemable servitude right to connect into, lay, form, construct and install Service Media and Access Areas over, through and across the Development as are reasonably required for the development of the Benefited Area or any part thereof and the full use and enjoyment thereof together with a right of access over such parts of the Development as are reasonably required for such purposes;

3.2.2 a non-exclusive heritable and irredeemable servitude right of access and egress in all time coming for pedestrian and vehicular traffic (including construction traffic) along and over

the Access Areas within the Development (as the same may be formed from time to time) for all necessary purposes; 3.2.3 a heritable and irredeemable servitude right of access to inspect, maintain, repair and renew such Access Areas as are constructed over, through and across the Development as are reasonably required to facilitate the development of the Benefited Area or any part or parts thereof and the full use and enjoyment thereof;

3.2.4 a non exclusive heritable and irredeemable servitude right to use, inspect, connect into, maintain, repair, and where necessary renew the Service Media under, over, through, in and upon the Development;

3.3 For the purposes of Section 3.4 the burdened property is SUDS Area 1 and, to the extent of pipes and others required for the use of SUDS Area 1 to receive drainage from the subjects lying to the east of the Development and known as Greenhalls, Gorebridge and requiring to the located outwith SUDS Area 1, the remainder of the Development ("the Burdened Area") and the benefited property is the said subjects known as Greenhalls ("the Benefited Area").

3.4 The following servitude is imposed on the Burdened Area in favour of the Benefited Area:-

3.4.1 a non exclusive heritable and irredeemable servitude right to use, inspect, connect into, maintain, repair, and where necessary renew SUDS Area 1 and all pipes and others pertaining thereto.

3.5 For the purposes of section 3.6 the burdened property is the Development ("the Burdened Area") and the Benefited Property is the said subjects known as Greenhalls ("the Benefited Area").

3.6 The following servitude rights are imposed on the Burdened Area in favour of the Benefited Area:-

3.6.1 a non exclusive heritable and irredeemable servitude right to install, use, inspect, connect into, maintain, repair and where necessary renew sewers, drains (both surface and foul but other than those addressed at section 3.4 hereof) storage tanks, water courses and water mains, attenuation ponds and gas, electricity, telephone, telecommunication and other services with ancillary pipes, cables, connections, conduits, inspection chambers and other apparatus serving or to serve the development on the said subjects known as Greenhalls.

3.7 The Developers and in the case of Conditions 3.4 and 3.6 hereof the Proprietors within the said subjects known as Greenhalls may exercise the rights and obligations contained in Conditions 3.2, 3.4 and 3.6 hereof subject always (i) to the route or routes of the Service Media and route, routes, extent and/or layout of the Access Areas being approved by the Developers affected by the exercise of such rights, acting reasonably and without delay, and which approval shall be deemed to be given if the route or routes, extent and/or layout of the Service Media to the extent of the SUDS Areas as shown on Plan 1 and Access Areas are in accordance the routes shown coloured orange and green on Plan 1; (ii) to making good as soon as reasonably practicable any damage caused to the Development in the exercise thereof; (iii) to such rights being exercised at all times so as to cause as little disruption as is reasonably practicable and causing the minimum practicable inconvenience to the Developers affected by the exercise of such rights; (iv) to such rights being exercised at the sole cost of those exercising the rights and without recourse to other Developers affected by the exercise of

such rights; (v) to the exercise of such rights being prohibited over such part or parts of the Development as have been or are intended to be sold as individual dwelling houses or to form part of the curtilage of such individual dwelling houses; and (vi) to the party or parties exercising the rights being responsible for an equitable share according to use of the costs of maintenance, repair and renewal of the said Access Areas and Service Media (in so far as the same are used in common with other parts of the Development) until and to the extent that the same are taken over and maintained by the local Authority or this provision is superseded by the terms of Condition 14 hereof by the construction of Dwellinghouses, whichever shall be the earlier.

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

3.9 Subject to the terms of Condition 24 hereof the Developers or any of them may, when in their opinion, acting reasonably, the infrastructure and services and Service Media, necessary for the development of any part or parts of the Development and the full use and enjoyment thereof are completed and before the sale of any such part or parts of the Development to a Proprietor of any Dwellinghouse, call on the others to execute a restriction or partial discharge of the terms of these presents in so far as affecting such part or parts, declaring that any of the Developers will not require to execute the same whilst in its opinion acting reasonably any of the rights hereby granted and reserved are necessary for the development of such part or parts of the Development and the full use and enjoyment thereof.

4 Common Area and other areas common to groupings of Proprietors

4.1 The areas shown tinted green and purple on the Plan 1 shall be formed, laid out and, as appropriate, planted by the Developers as common or amenity ground and once so formed shall remain as such, open and unbuilt on in all time coming, each and every Plot being held under burden of each individual Proprietor thereof being liable for an equal share, or such other equitable share as may be determined by the Developers or by the Manager of maintaining the Common Area (including the cost of maintaining, repairing, replacing and/or renewing any entrance or artistic features erected thereon) in a neat, tidy and proper condition and lighting the same unless and until and to the extent that any parts of the Common Area are conveyed

to or taken over by any public authority or other party or parties for maintenance or to a service provider as appropriate subject always to Condition 4.2 hereof in relation to SUDS Area 1; declaring that no Proprietor shall have any claim against the Developers in respect of such maintenance.

4.2 To the extent that Condition 4.1 hereof provides for the maintenance of SUDS Area 1 as part of the Common Area, the Community shall be both the Development and the said subjects known as Greenhalls, the term 'Proprietor' for this purpose meaning the owners for the time being of Dwellinghouses both within the Development and within the said subjects known as Greenhalls.

4.3 Any Retaining Wall at or within the Common Area shall be common insofar as same forms part of the inside or outside face of a wall which forms part of any boundary and the maintenance thereof shall be borne equally by all Proprietors. All Service Strips and Visibility Splays (if any) shall be maintained at the equal expense of the Proprietors whose respective Plots are ex adverso the same notwithstanding the same may be taken over by any Public body or Local Authority it being an express obligation on said Proprietors to carry out the foresaid maintenance in the event that the steps taken by the Local Authority to do so following adoption prove inadequate to maintain the Service Strips and Visibility Splays in the condition foresaid; Declaring that the Service Strips shall be delineated upon the surface of the ground by such means as the Developers shall provide and the Proprietors shall, so far as said Service Strips and Visibility Splays lie ex adverso or within the garden or ornamental ground maintain the same in a neat and tidy condition under grass only (except insofar as the Developers or their Agents or Contractors shall have first constructed over the same garden paths and/or access driveways) and shall leave the same open and unbuilt upon in all time coming and the Proprietors shall not be permitted to erect any buildings, walls or fences over or to plant trees, shrubs, plants of any kind or hedges within or upon the Service Strips nor to alter the surface level over the same or to do any other thing over or adjacent to the Service Strips which would be likely to damage pipes, ducts, cables, conductors or the like contained within the Service Strips or to make access thereto more difficult; DECLARING that there is reserved to the Developers and to their Agents and Contractors and to the relevant Water Authority, relevant Local Authority bodies, statutory undertakers and any other public utility or appropriate Local Authority and their successors and Agents and Contractors right of access in and to the pipes, ducts, cables, conductors or the like contained within the Service Strips at any time without notice for the purpose of inspecting, cleaning, maintaining and renewing or repairing the same or for any other purpose; DECLARING that, where the Local Authority determine Visibility Splays within the Development, no wall, fence or other structure or any shrubs, trees or other obstructions shall be erected or permitted to grow to a height more than 600 millimetres high in and upon the area of ground forming the Visibility Splays or such other height as the Local Authority Highways Department may require; Each Proprietor shall have a heritable and irredeemable right of pedestrian (and, if appropriate, vehicular) access to and egress from their respective Plots over the Service Strip ex adverso their Plot, for all necessary purposes.

4.4 Each pro indiviso proprietor of a shared access roadway or shared access footpath shall be under an obligation with the other proprietors of pro indiviso shares therein to repair, maintain and renew the same in the proportion that their pro indiviso share of ownership of the shared access roadway or footpath bears in relation to the whole shared access roadway or shared footpath.

4.5 Each Proprietor shall have an equal pro indiviso right of property in common with the other Proprietors to the Development Common Property.

4.6 Each Proprietor shall have (a) a heritable and irredeemable servitude right of pedestrian and vehicular access and egress over the Access Areas forming part of the Development and serving the Development as a whole (but excepting therefrom Shared Access Communities for which special provision is made and car parking areas forming part of the said roads which are for parking only) and (b) a heritable and irredeemable servitude right to use the Service Media together with a right of access thereto for the purposes of maintaining same. The rights in this clause are imposed as servitudes on the Development in favour of each Dwellinghouse.

5 Provisions regarding Plots

5.1 Each Plot shall be used solely for the purpose of the erection thereon of not more than one self-contained Semi Detached Dwellinghouse, Terraced Dwellinghouse, Detached Dwellinghouse, a Quarter Villa Building, a Cottage Flat Building or a Block with relative offices.

5.2 Each Plot so far as not occupied by buildings as aforesaid or roadways, access paths, drives or footpaths shall be laid out and maintained as ornamental garden or pleasure ground in front and as such or as a vegetable garden and drying green at the rear of the Detached Dwellinghouse, Semi-Detached Dwellinghouse or Terraced Dwellinghouse and for no other purpose whatever, and shall be maintained as such in a neat and tidy condition in all time coming.

5.3 The Proprietor of each Plot shall maintain all buildings and erections thereon in good order and repair and if necessary rebuild in all time coming and in the event of damage or destruction shall repair, restore and re-erect the same in all respects in accordance with the provisions of sub-clause 5.1 of this Clause.

5.4 The Proprietor for the time being of each Detached Dwellinghouse, Semi-Detached Dwellinghouse, Terraced Dwellinghouse and Flat shall have an obligation along with the Proprietor for the time being of the adjoining property of maintenance, support, repair and where necessary, renewal of all mutual walls, gables and fences except where the mutual gable wall or fence does not adjoin another Plot in which case the said gable wall or fence shall be maintained exclusively by the Proprietor.

6 Provisions Regarding Quarter Villas

So far as regards each Quarter Villa and the Quarter Villa Building of which it forms part having been erected by the Developers:

6.1 The Proprietor for the time being of each Quarter Villa shall maintain their Quarter Villa in good order and repair and decoration in all time coming and in the event of damage or destruction shall repair, restore and re-erect the same in all respects in accordance with the provisions of this Deed.

6.2 The obligations imposed by Clause 6.1 hereof shall include the maintenance and if necessary renewal of the fittings within the Proprietor's Quarter Villa, the window frames and glass in the windows thereof and any stairs and stairway exclusively serving the same in a

good state of repair and decoration and such Proprietor shall take all appropriate steps to prevent damage to the fabric of the Quarter Villa Building of which the Quarter Villa forms part, and in particular by control of vermin and immediate treatment of any wood rot or infestation in the floors, skirting boards, joists, doors, walls, ceilings, mouldings and others and by the repair of any damage to the water supply pipes, soil and water pipes and gas or electric cables, pipes or appliances within his own Quarter Villa and in the event of failure by any Proprietor to take timeous and adequate measures to prevent or repair such damage he shall be liable for any additional damage to other parts of the Quarter Villa arising from such failure. There shall be reserved to each Proprietor of a Quarter Villa a heritable and irredeemable servitude right of access over the other Quarter Villas in the Quarter Villa Building of which the Quarter Villa forms part for the purpose of maintenance, repair and renewal subject to the said right being exercised at reasonable times and upon reasonable notice except in the case of emergency and subject also to making good any damage caused by the exercise of such right.

6.3 The Proprietor for the time being of each Quarter Villa shall have an obligation along with the Proprietor of the adjoining Quarter Villa of maintenance, support and repair and, where necessary, renewal of all mutual walls. It is declared that where a stairway or staircase serves only one Quarter Villa then the responsibility for maintenance, support, repair and, where necessary, renewal of that stairway or staircase shall fall to the Proprietor served by that stairway or staircase.

6.4 Each Proprietor of a Quarter Villa shall have an equal pro indiviso right of property in common with other Proprietors of the upper or lower Quarter Villas in the Quarter Villa Building to the Common Parts of the said Quarter Villa Building.

6.5 The Proprietor of each of the Quarter Villas shall have the right of access to the roof and roof space thereof to carry out all necessary repairs, maintenance and renewal as required upon giving reasonable notice to the Proprietors of the upper Quarter Villas when access is required.

6.6 Each Quarter Villa shall be held by the Proprietor thereof in all time coming under the obligation jointly with the Proprietors of the other Quarter Villas in the Quarter Villa Building of upholding and maintaining in good order and repair and from time to time when necessary renewing and restoring the Common Parts of the said Quarter Villa Building and of cleaning, repainting and decorating the said Common Parts subject to the provisions of Clause 11.5 of this Deed. All expenses and charges incurred under the foregoing obligation and of any other work done or services rendered in respect of the said Common Parts shall be payable by the Proprietors of the Quarter Villas in the same Quarter Villa Building in equal proportions.

7 Provisions Regarding Blocks of Flats

So far as regards each Flat and the Block of which it forms part having been erected by the Developers:

7.1 The Proprietors of each Block shall jointly maintain all buildings and erections thereon in good order and repair and, if necessary, rebuild in all time coming and in the event of damage or destruction shall repair, restore and re-erect the same in all respects in accordance with the provisions of this Deed.

7.2 Each Proprietor of a Flat shall have an equal pro indiviso right of property in common with the other Proprietors of the Flats in the same Block to the Common Parts of the said Block.

7.3 The Proprietor of each of the Flats shall have the right of access to the roof and roof space thereof to carry out all necessary repairs, maintenance and renewal as required upon giving reasonable notice to the Proprietors of the upper Flats when access is required.

7.4 Each Flat shall be held by the Proprietor thereof in all time coming under the obligation jointly with the other Proprietors of Flats in the same Block of upholding and maintaining in good order and repair and from time to time when necessary renewing and restoring the Common Parts of the said Block and of cleaning, repainting and decorating the said Common Parts subject to the provisions of this Deed. All expenses and charges incurred under the foregoing obligation and of any other work done or services rendered in respect of the said Common Parts shall be payable by the whole Proprietors of Flats in the same Block in equal proportions.

7.5 Each Proprietor of a Flat shall maintain and when necessary renew the same and the fittings therein, the window frames and glass in the windows thereof and any stairs and stairway exclusively serving the same in a good state of repair and decoration and shall take all appropriate steps to prevent damage to the fabric of the Block of which the Flatted Dwellinghouse forms part, and in particular by control of vermin and immediate treatment of any wood rot or infestation in the floors, skirting boards, joists, doors, walls, ceilings, mouldings and others and by the repair of any damage to the water supply pipes, soil and water pipes and gas or electric cables, pipes or appliances within his own Flat and in the event of failure by any Proprietor to take timeous and adequate measures to prevent or repair such damage he shall be liable for any additional damage to other parts of the Block arising from such failure. There shall be reserved to each Proprietor of a Flat a heritable and irredeemable servitude right of access over the other Flats in the Block of which the Flat forms part for the purpose of maintenance, repair and renewal of their Flat subject to the said right being exercised at reasonable times and upon reasonable notice except in the case of emergency and subject also to making good any damage caused by the exercise of such right.

8 Provisions Regarding Cottage Flats

So far as regards each Cottage Flat and the Cottage Flat Building of which it forms part having been erected by the Developers:

8.1 The Proprietor for the time being of each Cottage Flat shall maintain their Cottage Flat in good order and repair and decoration in all time coming and in the event of damage or destruction shall repair, restore and re-erect the same in all respects in accordance with the provisions of this Deed.

8.2 The obligations imposed by Clause 8.1 hereof shall include the maintenance and if necessary renewal of the fittings within the Proprietor's Cottage Flat, the window frames and glass in the windows thereof and any stairs and stairway exclusively serving the same in a good state of repair and decoration and such Proprietor shall take all appropriate steps to prevent damage to the fabric of the Cottage Flat Building of which the Cottage Flat forms part, and in particular by control of vermin and immediate treatment of any wood rot or infestation in the floors, skirting boards, joists, doors, walls, ceilings, mouldings and others and by the repair

of any damage to the water supply pipes, soil and water pipes and gas or electric cables, pipes or appliances within his own Cottage Flat and in the event of failure by any Proprietor to take timeous and adequate measures to prevent or repair such damage he shall be liable for any additional damage to other parts of the Cottage Flat Building arising from such failure. There shall be reserved to each Proprietor of a Cottage Flat a heritable and irredeemable servitude right of access over the other Cottage Flat in the Cottage Flat Building of which the Cottage Flat forms part as appropriate for the purpose of maintenance, repair and renewal subject to the said right being exercised at reasonable times and upon reasonable notice except in the case of emergency and subject also to making good any damage caused by the exercise of such right.

8.3 The Proprietor for the time being of each Cottage Flat shall have an obligation along with the Proprietor of the adjoining Cottage Flat within the relevant Cottage Flat Building of maintenance, support and repair and, where necessary, renewal of all mutual walls. It is declared that where a stairway or staircase serves only one Cottage Flat then the responsibility for maintenance, support, repair and, where necessary, renewal of that stairway or staircase shall fall to the Proprietor served by that stairway or staircase.

8.4 Each Proprietor of a Cottage Flat shall have an equal pro indiviso right of property in common with other Proprietors of the other Cottage Flats in the Cottage Flat Building to the Common Parts of the said Cottage Flat Building.

8.5 The Proprietor of each of the Cottage Flats shall have the right of access to the roof and roof space thereof to carry out all necessary repairs, maintenance and renewal as required upon giving reasonable notice to the Proprietors of the upper Cottage Flat when access is required.

8.6 Each Flat within a Cottage Flat Building shall be held by the Proprietor thereof in all time coming under the obligation jointly with the other Proprietors of Cottage Flats in the same Cottage Flat Building of upholding and maintaining in good order and repair and from time to time when necessary renewing and restoring the Common Parts of the said Cottage Flat Building and of cleaning, repainting and decorating the said Common Parts subject to the provisions of this Deed. All expenses and charges incurred under the foregoing obligation and of any other work done or services rendered in respect of the said Common Parts shall be payable by the Proprietors of each Cottage Flat in the relevant Cottage Flat Building in equal proportions.

9 Maintenance of Common Subjects

9.1 In the event of any Proprietor having a right of common ownership in any part of the Development hereof considering it necessary or desirable that any repairs or renewals or decoration or other works should be executed to such part of the Development and of the other Proprietors having common rights of ownership in the same part of the Development refusing to sanction such repairs, renewals, decoration or other works, he shall be entitled to refer the question to the Manager and, in the event of the Manager deciding that all or any of such repairs, renewals, decoration or other works are necessary or desirable, the Manager shall have power to order them to be executed forthwith and the expense thereof shall be borne by all of the Proprietors having such rights of ownership in equal proportions save where the terms of this Deed provide for the maintenance, renewal or decoration of such parts of the

Development in different proportions in which case such different proportions shall apply. The decision of the Manager shall be final and conclusive.

10 Failure to maintain potentially impacting upon other Dwellinghouses

If in the opinion of the Manager it is necessary or desirable for the protection, appearance or general amenity of a Block, Quarter Villa or Cottage Flat Building that any works of repair, maintenance, renewal or decoration be carried out in or upon any Flat, Quarter Villa or Cottage Flat he may serve notice in writing upon the Proprietor thereof having an interest therein requiring the performance of such works as are specified in the notice within a period of not less than twenty one days. The Proprietor to whom such notice is sent shall be entitled within twenty-one days of its receipt to appeal to the Arbiter appointed in terms of Clause 23 hereof to decide whether the works specified or any of them are necessary or desirable for the purposes above mentioned and, if the Arbiter considers that such works or any of them are necessary or desirable, to determine the period within which they shall be performed. In the event of failure by the Proprietor to perform these works within the period stated in the Manager's notice or in the determination of the Arbiter, as the case may be, the Manager shall be entitled to have the work carried out and to have any access convenient or necessary for that purpose and to recover the cost thereof from the Proprietor.

11 Provisions regarding all Dwellinghouses within the said Development:-

11.1 Subject to Clause 2.6 hereof no alterations, erections or additions shall be made on or to any of the Plots or any of the Dwellinghouses thereon or on any part of the Development except alterations, erections or additions which conform in all respects to any Local Authority, Town and Country Planning or other relevant Statutes and regulations in that behalf and all gas or electric installations shall comply with the requirements of the relevant utility providers, Gas Authority or the relevant Electricity Authority.

11.2 Only satellite dishes, television aerials or other usual forms of receiver for ordinary domestic use shall be attached, affixed, suspended or otherwise connected to any of the Detached Dwellinghouses, Semi-Detached Dwellinghouses, Terraced Dwellinghouses, Cottage Flat Building or Quarter Villa Building provided always (i) that all such satellite dishes, television aerials or other receivers comply with the requirements of the relevant Planning Authority and other statutory requirements and (ii) where a communal satellite dish, television aerial or other receiver is provided by the Developer for a Cottage Flat Building or Quarter Villa Building no additional satellite dish, television aerial or other receiver as appropriate shall be affixed to such Cottage Flat Building or Quarter Villa Building.

11.3 No satellite dishes, television aerials or other forms of receiver shall be attached to a Block or to any subjects owned in common by groupings of Proprietors save for the communal satellite dish or dishes and any other apparatus provided by the Developer.

11.4 Any garden ground to be conveyed with any Plot shall be kept and used as ornamental or garden ground as hereinbefore defined under Clause 5.2 and for no other purpose except drives, footpaths, patios or roads. Each Proprietor shall be responsible for the maintenance and replacement if necessary of any trees, plants and shrubs on any Plot in accordance with any Planning Permission and any Tree Preservation Order or Woodland Management Scheme or Plan relating thereto. Save for any boundary walls or fences erected by the Developers, no

fences, gates, division walls or any form of trellis or draught boarding or screening shall be erected thereon without the prior written consent of the relative Local Authority and no vehicles of any kind shall be left or parked thereon. No clothes poles, clothes lines or rotary driers other than such as may be installed by us, the Developers, shall be erected on any part thereof nor shall clothes or clothes lines be attached to or suspended from any part of the exterior walls or down pipes, and no garbage cans, ash buckets or any other refuse receptacles shall be left or deposited on any part thereof other than in the designated bin storage/collection areas. No work shall be carried out or structure or building erected if such is likely to result in ponding or flooding of the Plot, neighbouring Plot, or Common Area.

11.5 Each Dwellinghouse shall be used solely as a Dwellinghouse and for no other purpose whatever and none of the Dwellinghouses shall in any way be sub-divided or occupied by more than one family at any time. Each Garage (if any) shall be used only as a private garage for the sole use of a Proprietor or occupant of his Dwellinghouse and shall not be sold or let separately therefrom nor used for any commercial or trading purpose.

11.6 The Proprietors and parties occupying any of the Dwellinghouses are hereby expressly prohibited from carrying on therein or in any other part of the Development any trade, business, manufacturing or profession, or from using them or any of them or causing them or any of them to be used for any purpose which might be deemed a nuisance and that whether or not such trade, business or profession is incidental to the ordinary residential use thereof, and notwithstanding any rule of law to the contrary. Declaring that, without prejudice to the foregoing provision, no business name, trade, advertisement board, card or plate shall be fixed or adhibited to or in any part of any of the Dwellinghouses or on the ground whether common or otherwise or on any part of the Development. Declaring that the letting of Dwellinghouses for occupation as ordinary domestic residences is not a trade or business for the purposes of this Sub-clause.

11.7 Nothing may be done on any part of the Development or in any building or erection thereon that may be deemed a nuisance or likely to occasion disturbance to other Proprietors of parts of the Development or proprietors of subjects adjoining the Development or their tenants or assignees.

11.8 No Proprietor of any Dwellinghouse or Plot upon which it is erected shall permit any trailer, boat, caravan or commercial vehicle (other than on a temporary basis for a reasonable amount of time the normal tradesmen's delivery vans or removal contractors' vehicles) to enter or remain within the Development or to be parked upon any Plot or upon any car parking space or on any Shared Access Community within the Development.

11.9 Every Proprietor and his tenants and occupiers are hereby expressly prohibited from keeping in any Dwellinghouse or on the Plot on which it is erected poultry, ducks, pigeons, rabbits, bees or other livestock or from breeding animals but shall be entitled to keep domestic animals as pets provided that such animal or animals shall not prove to be a nuisance to other Proprietors and shall not be kept in any form of external enclosure detrimental to the amenity of the Development or any part thereof; 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 within the same or to foul the footways, other footpaths or access ways, common amenity areas or public open spaces. In the event of an issue arising as to whether such an animal is causing

a nuisance, such issue shall in the first instance be determined by the Manager but subject always to Clause 23 hereof.

11.10 It is hereby expressly provided that the roof and eaves spaces which form part of any Common Parts shall not be used for storage or in any other manner of way.

11.11 It is hereby expressly provided (i) that each Shared Access Community is for the purposes of pedestrians and vehicular access only and shall at no time be used for the parking of private motor vehicles, motor cars, light commercial vehicles, caravans or motor cycles and shall be kept free and unobstructed at all times and (ii) that no proprietor within a Shared Access Community shall construct or erect any building, structure, fence or wall on, nor plant any tree within a shared access roadway or footpath or otherwise do anything on, in or under any shared access roadway or footpath which would cause damage to any electricity cables, gas pipes, sewers, drains water pipes or any other service media contained in or under the same, or prevent access thereto by any party interested therein for the purposes of inspection repair, maintenance and renewal thereof.

11.12 Every Proprietor and his tenants and occupiers are expressly prohibited from erecting any buildings, walls, structures of any kind including extensions to dwellinghouses over any sewers or closer than two metres to the outside of any sewers or planting any trees, bushes or shrubs over any sewers or within such distance of the said sewers unless the minimum clearance between the fully grown root system and the outside of the said sewer shall be two metres.

11.13 In the event of the Proprietor of a Flat having conveyed to him along with said Flat the exclusive ownership of a car parking space or spaces such Proprietor is expressly prohibited from disposing in any way the car parking space or spaces separately from the Flat.

12 Insurance

12.1 12.1.1 Each Proprietor of a Detached Dwellinghouse, Semi- Detached Dwellinghouse, Terraced Dwellinghouse or Garage shall be bound to effect with a reputable insurance company and keep in force a policy of insurance against loss or damage by fire, explosion, flood, escape of water, storm and tempest for the full reinstatement value thereof to include site clearance charges and professional fees. Each Proprietor of a Dwellinghouse shall also be bound to concur with each other and with any Manager appointed in terms of Clause 15 hereof in effecting a policy of insurance against the property owners' liability in the names of such Proprietors for their respective rights and interests for such reasonable sums as may be specified by the Developers or by any Manager or Person or Persons appointed in terms of Clause 15 hereof.

12.1.2 In respect of Flats and Blocks of which they form part the Proprietors of such Flats shall be bound to concur with each other and with any Manager in effecting a common policy or policies covering the whole Block in respect of the risks hereinbefore described. The cost of premiums for such common insurance shall be paid by the Proprietors of the Flats in the Block in equal shares.

12.1.3 In respect of Quarter Villas and Quarter Villa Buildings of which they form part the Proprietors of such Quarter Villas shall be bound to concur with each other and with any

Manager in effecting a common policy or policies covering the whole Quarter Villa Building in respect of the risks hereinbefore described. The cost of premiums for such common insurance shall be paid by the Proprietors of the Quarter Villas in the Quarter Villa Building in equal shares.

12.1.4 In respect of Cottage Flats and Cottage Flat Buildings of which they form part the Proprietors of such Cottage Flats shall be bound to concur with each other and with any Manager in effecting a common policy or policies covering the whole Cottage Flat Building in respect of the risks hereinbefore described. The cost of premiums for such common insurance shall be paid by the Proprietors of the Cottage Flats in the Cottage Flat Building Proprietors in equal shares.

12.2 In the event of any Detached Dwellinghouse, Semi-Detached Dwellinghouse, Terraced Dwellinghouse, Quarter Villa, Quarter Villa Building, Flat, Block, Cottage Flat, Cottage Flat Building or Garage or any other buildings on the Plot on which it is erected being destroyed or damaged by any cause whether an insured risk or not the Proprietor or Proprietors thereof shall be bound to restore or rebuild the same and to repair the damage within one year of the occurrence of such destruction or damage but without making any alteration in or deviation from the original design and dimensions of the said Detached Dwellinghouse, Semi-Detached Dwellinghouse, Terraced Dwellinghouse, Quarter Villa, Quarter Villa Building, Flat, Block, Cottage Flat, Cottage Flat Building or Garage. In the event that there is in existence a common policy of insurance the Proprietors concerned shall be bound to co-operate with each other and any Manager in the submission of any claim and reinstatement and repair. All sums which may be received from the insurance company or companies under a policy or policies in respect of loss or damage to buildings shall be applied forthwith in restoring or repairing such buildings. In the event of the cost of any such restoration or repairs exceeding the sum recovered from the said insurance company in respect of such loss or damage any further sum required to meet the said cost shall be paid by the Proprietor or Proprietors of the said Dwellinghouse or Dwellinghouses.

13 Walls and fences

Fences or walls (other than Retaining Walls) so far as forming divisions between adjoining Plots or segments of the Development shall be erected as to one half of their width on each of such adjoining Plots or segments of the Development and shall thereafter, except as herein provided, be maintained at equal expense and kept in good order and repair by the adjoining Proprietors in all time coming, declaring that no Proprietor shall ever have a claim against the Developers in respect of the maintenance, restoration or re-erection of any such fences or walls. Where part of a boundary is formed by a wall of a garage and there is no adjoining garage on the adjacent Plot, the maintenance of such wall shall be the sole responsibility of the owner of the garage. No alterations shall be made to boundary fences, walls or Retaining Walls except incidental to maintenance thereof and the erection of additional gates or accesses in boundary walls or fences is expressly prohibited. Declaring that no hedges or leylandii or similar fast-growing conifers shall be allowed to grow in excess of two metres within each Plot or on the boundaries of each Plot, whether such boundaries are mutual or the responsibility solely of the Proprietors of each Plot. Retaining Walls and features shall be maintained by the Proprietor of the Plot in which they are erected, or if erected on the boundary of two or more Plots by the affected Plots in equal shares and nothing shall be done to or on such Retaining Walls or features as may affect the structural integrity of the same.

14 Roads, footpaths, drains etc

14.1 All necessary Access Areas, visitor car parking spaces and Service Media shall be constructed by the Developers but once so constructed (a) the Proprietors within the Development shall be bound and obliged to maintain unbuilt on and in good order and repair to the full satisfaction of the Developers any such Access Areas and visitor car parking spaces so far as within the Development unless and until the same or any of them are taken over for maintenance by any public authority, in any application for which the said Proprietor or Proprietors shall be bound to concur, and (b) the Proprietor or Proprietors of a Plot shall be bound and obliged to maintain and repair such Service Media so far as the same do not become the responsibility of any public authority, the expense thereof being borne equally by the Proprietor or Proprietors of the property served thereby, and, where any of such sewers or others pass through another Plot or other Plots, the Plot or Plots through which the same pass shall be subject to a servitude right of wayleave for the same in favour of the Plot or Plots served thereby.

14.2 To the extent that Condition 14.1 hereof provides for the maintenance of Service Media the use of which is common to the Proprietors within the Development and to proprietors of Dwellinghouses within the said subjects known as Greenhalls, the term 'Proprietor' shall for this purpose mean the owner for the time being of Dwellinghouses both within the Development and within the said subjects known as Greenhalls and the Community shall be both the last mentioned subjects and the Development.

15 Proprietors' meetings/factoring

15.1 The Proprietors of all the said Dwellinghouses shall have the right jointly with all other Proprietors of the Dwellinghouses in the Community forming the Development to join an Association of all the residents of the Development and shall have power at any time to call a meeting of the Proprietors of all the said Dwellinghouses; The Proprietors of Flats in a Block or the Proprietors of Quarter Villas in a Quarter Villa Building or the Proprietors of Cottage Flats may also call a meeting of all the Proprietors in a Block or Quarter Villa Building or Cottage Flat Building as the case may be may call a meeting of the Proprietors so interested and the Proprietors having an interest in a common insurance scheme covering multiple buildings pursuant to the provisions hereinafter contained may call a meeting of the Proprietors so interested; all such meetings shall be held at such a reasonably convenient time and place as the convener of the said meetings may determine, and of which time and place of meeting at least seven days' notice in writing shall be given by or on behalf of the convener of the said meeting to the other Proprietors with an interest, and at any meeting so convened any of the Proprietors may be represented by a mandatory;

15.2 The quorum of a meeting of (a) the Proprietors of all the Dwellinghouses in the Community shall be forty per cent of the total number of Proprietors, or their mandatories, (b) the Proprietors of Flats shall be forty per cent of the total number of Proprietors or their mandatories in respect of the Block and (c) the Proprietors of Quarter Villas shall be three Proprietors or their mandatories, (d) the Proprietors of Cottage Flats within a Cottage Flat Building shall be both Proprietors within the relevant Cottage Flat Building or their mandatories and (e) the Proprietors having an interest in a common insurance scheme shall be forty per cent of such Proprietors or their mandatories and in such cases each Proprietor or mandatory will be entitled to one vote for each Dwellinghouse owned by him or his, principal (declaring that

in the event of any of the said subjects being owned by two or more persons only one of such owners shall be entitled to vote with common owners of any Dwellinghouse being counted as one Proprietor); the decisions of the majority of those Proprietors voting at any such a meeting shall be final and binding on all the Proprietors concerned;

15.3 At the first meeting of the said Association of all Proprietors in the Development there shall be appointed a Committee consisting of a Chairman, Secretary and Treasurer and such other members of the Committee as the meeting shall determine and such Committee shall be authorised to carry out all the functions of the said Association as are referred to herein and such other functions as the members of the said Association may determine; the Committee shall be entitled to call annual meetings of the said Association at which time elections of new Committee members may be held with all previous Committee members being available for re-election;

15.4 It shall be competent at any relevant meeting of the Proprietors or Proprietors of Flats or Proprietors of Quarter Villas or Proprietors of Cottage Flats or other groupings of Proprietors having right to subjects owned in common by a majority of the votes of those present, (First) to order to be executed any common or mutual operations and repairs, and any painting, decoration or repair of the subjects owned in common, (Second) to make any regulations which may be expedient or necessary with regard to preservation, cleaning and use or enjoyment of the subjects owned in common, (Third) to effect with a reputable insurance company and the keeping in force of same in respect of any Block, Quarter Villa Building or Cottage Flat Building or Block and outbuildings pertaining thereto or, notwithstanding Condition 12 hereof any combination of Cottage Flat Buildings and/or Blocks and/or Quarter Villa Buildings and any outbuildings pertaining thereto subject to the meeting concerned being one of all Proprietors having an interest in the subjects to be insured duly convened with a relevant quorum and conducted in accordance with the terms of this Deed (i) a common policy of insurance against property owner's liability in the names of such Proprietors for their respective rights and interests for such reasonable sums as may be agreed or fixed by any Manager or person or Persons appointed in terms of this Clause from time to time or to be fixed at a meeting of the Proprietors concerned as provided for in this Clause and (ii) a common policy of insurance against loss or damage by fire, explosion, flood, escape of water storm and tempest and such other risks as may from time to time be determined at a meeting of the Proprietors concerned as aforesaid for the full reinstatement value thereof to include site clearance charges and professional fees, (Fourth) in the case of a meeting of the Proprietors of all Dwellinghouses within the Development only, to appoint any one qualified person or firm who may be of their own number (herein referred to as "the Manager") to have charge and perform the various functions to be exercised in the care, maintenance and management of the subjects owned in common, (Fifth) in the case of a meeting of the Proprietors of all Dwellinghouses within the Development only, to fix the duration of the Manager's appointment and to appoint another Manager in his, her or their place; and (Sixth) to delegate to the said Manager the whole rights and powers exercisable by a majority vote at any relevant meetings, subject to such qualifications as the meeting may determine, and the right to collect from each Proprietor the proportions payable by him respectively of all common maintenance and other costs and management charges (such management charges being apportioned among the Proprietors on an equitable basis);

15.5 It is declared that the Manager, unless otherwise determined at a meeting, shall be entitled during the continuance of his appointment to exercise the whole rights and powers which may

be competently exercised at or by a meeting of the Proprietors as aforesaid; and it is declared that all expenses and charges incurred for any work done or undertaken or services performed in terms of or in furtherance of the provisions of this clause or otherwise and the remuneration of the said Manager shall be payable by the respective Proprietors whether consenters thereto or not in equal proportions or in the same proportions as those for which they are liable for common repairs where otherwise provided in this Deed in the same way as if their consent had been obtained. For the purposes of procuring payment of the foresaid sums each Proprietor shall pay to the Manager an annual maintenance charge determined by the Manager or by an appropriate meeting of Proprietors in respect of each Management Year. Such annual maintenance charge shall be payable in advance quarterly on First February, First May, First August and First November in each year. Where in any Management Year the amount of annual maintenance charge paid by a Proprietor exceeds that Proprietor's liability for costs referred to in this Clause 15.5, the excess shall be retained by the Manager as an advance payment towards that Proprietor's liability in subsequent Management Years. The Manager shall within three months of the end of each Management Year if requested to do so in writing by any Proprietor, make available either at a meeting of Proprietors or if the Proprietor so requests at the Manager's place of business, a full and vouched statement of account of the Manager's intromissions in respect of the preceding Management Year, and in the event of any Proprietor so liable, failing to pay his proportion of such common maintenance charges, and others or such expenses, charges or remuneration within one month of such payment being demanded by the said Manager or other person appointed as aforesaid, such Proprietor shall bear interest at a rate equivalent to five per cent per annum above the base lending rate of the Royal Bank of Scotland PLC from the date of demand until payment and the Manager or other person appointed as aforesaid shall (without prejudice to the other rights and remedies of the Proprietors) be entitled to sue for and to recover the same in his own name from the Proprietor so failing together with all expenses incurred by such Manager or other person or persons thereanent, provided always that it shall be in the option of the said Manager or other person before or after taking any action to call a meeting of the relevant 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 by the other relevant Proprietors; declaring that the power to appoint a Manager shall be vest in us as Developers alone so long as the Developers remain the owners of any part of the Development for a period of 5 years from the date of registration hereof or until the Developers cease to own any part of the Development whichever is the shorter period;

15.6 The majority at any meeting of the Proprietors of all Dwellinghouses convened in terms of this clause will not be entitled to dismiss any Manager appointed by the Developers in terms hereof without the consent in writing of the Developers for a period of five years after the date of registration hereof or until the Developers cease to own any part of the Development, whichever shall be the shorter period, but subject to the terms of Section 64 of the 2003 Act;

15.7 In order that the Manager shall have a fund for the execution of necessary maintenance, redecoration, repairs, alterations and renewals, operating, cleaning and lighting charges, insurance premiums and management charges, each of the Proprietors of the Flats and Cottage Flats within the Development shall pay to the Manager at their respective entry dates by way of a float the sum of Two hundred Pounds (£200.00) Sterling or such greater sum as may be required for the foresaid purposes and fixed by the Manager or at a relevant meeting of Proprietors within the Development held as before provided and each of the Proprietors of other Dwellinghouses within the Development shall pay to the Manager a float of One hundred

Pounds (£100.00) Sterling or such greater sum as may be required for the aforesaid purposes and fixed by the Manager or at a relevant meeting of the Proprietors held as before provided. The sums so collected by the Manager shall be held by them in trust for behoof of the Proprietors for the foresaid purposes (no interest being payable to the Proprietors in respect of balances at credit). In the event of any Proprietor selling his Flat or other Dwellinghouse the amount of the said float shall be returned under deduction of any share of expenses, charges and others accrued to the date of completion of the sale provided that the purchaser of the Flat or other Dwellinghouse concerned shall have previously paid his contribution to the said fund;

15.8 The Manager shall (acting reasonably and in the interest of good estate management) be entitled to set up a fund to be held by the Manager to accumulate a sufficient sum to provide for the renewal of the fabric of the Blocks, Cottage Flat Buildings, Quarter Villa Buildings and the other buildings and others forming part of the Development in which groups of Proprietors have rights of common ownership and to require payment from each of the Proprietors annually for each Management Year such sum as the Manager may deem reasonably necessary for the foregoing purposes or may be fixed by a relevant meeting of Proprietors within the Development held as before provided. Such payments shall not be returned to the Proprietor on the sale of such Proprietor's Flat but shall be held by the Manager in trust for the Proprietors from time to time in a separate account, to be used by the Manager for payment for such works of renewal or other purpose(s) as aforesaid;

15.9 For the avoidance of doubt there shall be only one Manager appointed pursuant to this Deed at any one point in time and the appointment of different Managers in respect of different subjects owned in common is expressly prohibited;

15.10 In the event of a change of ownership of a Dwellinghouse the Proprietors thereof shall (1) give written notification of the change to the Manager at least fourteen days prior to the date of settlement of the sale or other date of completion of the change of ownership which notice shall state the names of the incoming Proprietors, the date of intended settlement of the sale or date of completion of any other change of ownership and the forwarding address for the outgoing Proprietors and (2) give notification to the Purchaser of the Purchaser's obligations in terms of Clauses 15.7 and 15.8 hereof;

15.11 In the event of there being a change of occupancy of a Dwellinghouse other than a sale or other change of ownership, the Proprietors thereof shall (1) give to the Manager not less than twenty eight days prior written notice of such change of occupancy and which notice shall state the names of the incoming occupiers, the date of the change of occupation and the forwarding address for the outgoing occupiers and (2) give notification to the Purchaser of the Purchaser's obligations in terms of Clauses 15.7 and 15.8 hereof.

16 Reservations to Developers

16.1 There are reserved to the Developers and to any party to whom the Developers elect to convey or transfer any or all of the rights, benefits and others herein reserved and referred to and those Proprietors of Dwellinghouses erected on the Development having right thereto or served thereby servitude rights of access over and use of all roads, footpaths, rights of way, accesses, Shared Access communities car parking areas (but not individual car parking spaces owned exclusively with a Dwellinghouse), amenity ground and all other areas forming part of the Development and all drains, sewers, sustainable urban drainage systems, structures and

apparatus, pipes, cables and services with power and liberty to us and our successors as Developers to make connections or to grant to the Proprietors of any Plot, Local Authority or Statutory Undertaker power and liberty to lay or to make connections with drains, Sustainable Urban Drainage Systems, structures and apparatus, sewers, electric, telephone or television cables, gas and water mains together with all necessary rights of access for the purpose of inspection, repair or renewal thereof subject always to an obligation to restore the surface of the ground damaged thereby.

The Developers shall be allowed all necessary rights of access to each Plot before or after occupation of the plot for the purpose of erecting walls, fences, Retaining Walls or kerbing and for planting such trees as are necessary for the amenity of the area and also for the erection of scaffolding on or intruding into the air space over each Plot for the purpose of construction and maintenance of houses and garages erected or to be erected by the Developers on adjoining Plots;

16.2 There are reserved to the Developers (one) all rights of access which may be necessary to complete building and other work and also to plant and thereafter maintain any trees or shrubs which may form part of the amenity scheme or which may already exist and which may be subject to a Tree Preservation Order or Woodland Management Scheme or Plan, (two) power to grant rights of access and egress and other servitudes or wayleaves to any party over any of the roads or footpaths.

16.3 There is reserved to the Developers and to the Manager the right to allocate to any Proprietor the exclusive use of any part of a bin store.

16.4 There is reserved to the Developers power to allocate to the Proprietors of any Dwellinghouse the exclusive right to the use and enjoyment of a parking space or parking spaces notwithstanding the rights of common property therein which may have been granted to other Proprietors.

16.5 There is reserved to the Developers full power to alter or even to depart entirely from the plans of and to deal with the Development or any part thereof and the development thereof as may be required by the Developers from time to time including alterations in types of Plot, Dwellinghouse, the layout, breadths, levels, gradients and the materials used for the construction of buildings, roads, footpaths, drains, sewers and others, and as regards the whole or any part of the Development to waive, alter, modify or dispense with observance of any conditions, restrictions and others herein set forth and in the event of such waiver, alteration or deviation by the Developers, no proprietor shall have a right to object thereto or have any claim against the Developers in respect thereof.

16.6 There is reserved to the Developers right to make use of visitor car parking areas for the benefit of Dwellinghouses being used as show houses and for sales promotional activities relating thereto.

16.7 For so long as the Developers remain the owners of any Plots within the Development, no alterations, erections or additions shall be made to any of the Plots or Blocks or Quarter Villas or Cottage Flat Buildings or any of the Dwellinghouses thereon or on any part of the Development without the prior written consent of the Developers; Provided always that this

Clause 16.7 shall cease to have effect upon alienation of the last Dwellinghouse within the Development by the Developer.

16.8 There is reserved to the Developers right to apply for the adoption of roads and footpaths and Development Common Property within the Development by the relevant roads authority notwithstanding that rights of access or common ownership or exclusive ownership therein may have been conferred on any Proprietor.

16.9 There is reserved to the Developers power to utilise the provisions regarding the relocation of Cables, Pipelines and others contained in Paragraph 6 of Part 3 of the Schedule.

17 Rights of access for maintenance/overhangs

17.1 Where the Proprietor of any Dwellinghouse is entitled or obliged to maintain any part of the Development whether solely or in common with others he and his duly authorised tradesmen and others shall have all necessary servitude rights of access whenever reasonably required for the purpose of inspecting, maintaining and renewing the same, subject always to making good damage caused thereby.

17.2 Without prejudice to the foresaid generality, all garden ground conveyed exclusively with any Plot shall be subject to a heritable and irredeemable servitude right of access in favour of the immediately adjoining Proprietor when reasonably required for the purpose of inspection, maintenance and repair of the adjoining subjects, subject always to making good any damage caused thereby.

17.3 Where the eaves of a Dwellinghouse or garage constructed by the Developers on a Plot overhang an adjoining Plot within the development, or any foundations of any such Dwellinghouse or garage extend onto, into or under an adjoining Plot there is a servitude right constituted in favour of the Plot to which the said eaves or foundations pertain, over, on or under as the case may be the said adjoining Plot for the purpose of retaining and maintaining said eaves and foundations, together with all necessary rights of access to and egress from said adjoining Plot, but that subject to reinstatement of the ground and payment for any damage caused thereby;

18 Sub-Station Area 1

18.1 For the purposes of the servitude rights provided for by Condition 18.2 hereof the Benefited Property shall be Sub-Station Area 1 and the Burdened Property shall be the areas shown tinted green and hatched black on Plan 2A; for the purposes of the servitude rights provided for by Condition 18.3 hereof the Benefited Property shall be Sub-Station Area 1 and the Burdened Property shall be the areas shown tinted green on Plan 1; for the purposes of the real burdens provided for by Condition 18.4 hereof the Benefited Property shall be the said areas shown tinted green on Plan 1 and the Burdened Property shall be Sub-Station Area 1; and for the purposes of the real burdens provided for by Condition 18.5 hereof the Benefited Property shall be Sub-Station Area 1 and the Burdened Property shall be the said areas shown tinted green on Plan 1.

18.2 There are imposed on the said area shown tinted green and hatched black on Plan 2A the servitude rights specified in paragraph 1 of Part 1 of the Schedule.

18.3 There are imposed on the said areas shown tinted green on Plan 1 the servitude rights specified in paragraph 2 of Part 1 of the Schedule;

18.4 There are imposed on Sub-Station Area 1 the real burdens contained in Part 3 of the Schedule.

18.5 There are imposed on the said areas shown tinted green on Plan 1 the real burdens contained in Part 4 of the Schedule.

19 Sub-Station Area 2

19.1 For the purposes of the servitude rights provided for by Condition 19.2 hereof the Benefited Property shall be Sub-Station Area 2 and the Burdened Property shall be the area shown tinted green and hatched black on Plan 2B; for the purposes of the servitude rights provided for by Condition 19.3 hereof the Benefited Property shall be Sub-Station Area 2 and the Burdened Property shall be the areas shown tinted green on Plan 1; for the purposes of the real burdens provided for by Condition 19.4 hereof the Benefited Property shall be the said area shown tinted green on Plan 1 and the Burdened Property shall be Sub-Station Area 2 and for the purposes of the real burdens provided for by Condition 19.5 hereof the Benefited Property shall be Sub-Station Area 2 and the Burdened Property shall be the said areas shown tinted green on Plan 1.

19.2 There are imposed on the said area shown tinted green and hatched black on Plan 2B the servitudes rights specified in paragraph 1 of Part 1 of the Schedule.

19.3 There are imposed on the said areas shown tinted green on Plan 1 the servitudes specified in paragraph 2 of Part 1 of the Schedule;

19.4 There are imposed on Sub-Station Area 2 the real burdens contained in Part 3 of the Schedule.

19.5 There are imposed on said areas shown tinted green on Plan 1 the real burdens contained in Part 4 of the Schedule.

20 Sub-Station Area 3

20.1 For the purposes of the servitude rights provided for by Condition 20.2 hereof the Benefited Property shall be Sub-Station Area 3 and the Burdened Property shall be the areas shown tinted green and hatched black on Plan 2C; for the purposes of the servitude rights provided for by Condition 20.3 hereof the Benefited Property shall be Sub-Station Area 3 and the Burdened Property shall be the areas shown tinted green on Plan 1; for the purposes of the real burdens provided for by Condition 20.4 hereof the Benefited Property shall be the said area shown tinted green on Plan 1 and the Burdened Property shall be Sub-Station Area 3; and for the purposes of the real burdens provided for by Condition 20.5 hereof the Benefited Property shall be Sub-Station Area 3 and the Burdened Property shall be the said areas shown tinted green on Plan 1.

20.2 There are imposed on the said areas shown tinted green and hatched black on Plan 2C the servitude rights specified in paragraph 1 of Part 1 of the Schedule.

20.3 There are imposed on the said areas shown tinted green on Plan 1 the servitude rights specified in paragraph 2 of Part 1 of the Schedule;

20.4 There are imposed on Sub-Station Area 3 the real burdens contained in Part 3 of the Schedule.

20.5 There are imposed on the said areas shown tinted green on Plan 1 the real burdens contained in Part 4 of the Schedule.

21 The Gas Governor

21.1 For the purposes of the servitude rights provided for by Condition 21.2 hereof the Benefited Property shall be the Gas Governor and the Burdened Property shall be the areas shown tinted green and shown with black honeycomb and blue and cross hatched in black on Plan 2D and the extension of the last mentioned area across the red boundary line; for the purposes of the servitude rights provided for by Condition 21.3 hereof the Benefited Property shall be the Gas Governor and the Burdened Property shall be the areas shown tinted green on Plan 1; for the purposes of the real burdens provided for by Condition 21.4 hereof the Benefited Property shall be the said areas shown tinted green on Plan 1 and the Burdened Property shall be the Gas Governor and for the purposes of the real burdens provided for by Condition 21.5 hereof the Benefited Property shall be the Gas Governor and the Burdened Property shall be the said area shown tinted green on Plan 1.

21.2 There are imposed on the said areas shown tinted green and shown with black honeycomb and blue and cross hatched in black on Plan 2D the servitude rights specified in paragraph 1 of Part 2 of the Schedule.

21.3 There are imposed on the said areas shown tinted green on Plan 1 the servitude rights specified in paragraph 2 of Part 2 of the Schedule.

21.4 There are imposed on the Gas Governor the real burdens contained in Part 3 of the Schedule.

21.5 There are imposed on said areas shown tinted green on Plan 1 the real burdens contained in Part 4 of the Schedule.

22 Supplemental to Sections 18, 19, 20 and 21

For the avoidance of doubt, references in Sections 18, 19, 20 and 21 of this deed to areas shown tinted green in Plan 1 shall include areas tinted green with black hatching or cross hatching.

23 Arbitration

Subject to Condition 3.8 all questions, differences and disputes which may arise among the Proprietors or any of them regarding (1) their rights and interests in the Development or any part thereof, (2) the necessity for executing any works, whether common or not, or the liability for the cost thereof, (3) the reasonableness or expediency of any order, regulation, decision, determination or appointment made at any meeting of the Proprietors convened and held as

aforesaid and (4) all other questions so far as depending upon or otherwise arising out of or in respect of these presents in any manner of way shall be referred to the amicable decision of the Sheriff Principal of Lothian and Borders or any of the Sheriffs at Edinburgh Sheriff Court or any other suitable person appointed by the said Sheriff principal or any of said Sheriffs as Arbitrator, and whatever the said Arbitrator shall determine shall be final and binding in all matters of law as well as of fact upon all concerned, and the Proprietors concerned shall be bound to implement and fulfil to each other the decisions, findings and decrees of the said Arbitrator with power to the said Arbitrator to take skilled advice and order execution or performance of works and to apportion the cost thereof among the said Proprietors, to vary or annul any such order, regulation, decision, determination or appointment, and to find all or any of them liable in the expenses of the arbitration, and to decern accordingly. The Arbitrator's decision on questions of law shall be final and the provisions of Rules 41 and 69 of the Scottish Arbitration Rules in terms of the Arbitration (Scotland) Act 2010 shall not apply to an arbitration pursuant to this clause.

24 No application to vary conditions

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

Schedule

Part 1

1 Heritable and irredeemable servitude rights of pedestrian and vehicular access, together with equipment and materials, to and egress from the relevant Benefited Property.

2 Heritable and irredeemable servitude rights to retain lay construct inspect maintain protect use replace enlarge remove or render unusable the Cables and to connect the same into any pipes, cables, ducts, connectors and others which may now or at any time hereafter run through the relevant Burdened Property at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus.

Part 2

1 Heritable and irredeemable servitude rights of pedestrian and vehicular access, together with equipment and materials, to and egress from the relevant Benefited Property.

2 Heritable and irredeemable servitude rights to retain lay construct inspect maintain protect use replace enlarge remove or render unusable the Pipelines and to connect the same into any pipes, cables, ducts, connectors and others which may now or at any time hereafter run through the relevant Burdened Property at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus.

Part 3

1 The servitude rights specified in Parts 1 and 2 shall be exercised in such a manner as to cause the least practicable inconvenience to the proprietor of the relevant Burdened Property and their successors and assignees and the tenants and occupiers from time to time of the same.

2 The Proprietor of the relevant Benefited Property shall:

2.1 make good all physical damage caused by the exercise of the servitude rights herein contained as soon as reasonably practicable and all to the reasonable satisfaction of the proprietor of the relevant Burdened Property and their successors and assignees (as the case may be);

2.2 obtain any necessary statutory or local authority consents or permissions or licences for the carrying out of the relevant works and comply with all applicable statutory and local authority requirements in relation to such works;

2.3 give reasonable prior written notice to the proprietor of the relevant Burdened Property or any appointed Manager acting on behalf of the proprietor of the relevant Burdened Property of any substantial operations being carried out to the relevant Burdened Property;

2.4 (other than where necessary for the inspection, maintenance, repair, renewal or replacement of the Cables or Pipelines or any apparatus or buildings within the relevant Benefited Property as aforesaid, and that for the minimum period practicable in the circumstances) no vehicles shall be parked on the relevant Burdened Property nor materials placed on any such roadway by the proprietor of the relevant Benefited Property nor shall the proprietor of the relevant Benefited Property otherwise materially obstruct any roadway within the relevant Burdened Property in the exercise of its rights;

2.5 comply with the reasonable rules and regulations made by the proprietor of the relevant Burdened Property (including, without limitation, any Manager appointed by, or on behalf of the proprietor of the relevant Burdened Property) in the interests of good estate management, relative to the safety of pedestrians and flow of traffic on, and surrounding the relevant Burdened Property.

3 All statutory consents necessary for the exercise of the servitude rights by the proprietor of the relevant Benefited Property must be obtained by, and at the cost of, the proprietor of the relevant Benefited Property.

4 In exercising the servitude rights the proprietor of the relevant Benefited Property shall not materially adversely affect the use and enjoyment of the relevant Burdened Property by the proprietor of the relevant Burdened Property and their successors and assignees and shall minimise and reduce to an acceptable level any disturbance or disruption (whether by noise, dust, vibration obstruction or otherwise) to the use and occupation of the relevant Burdened Property with all proper precautions being taken.

5 The proprietor of the relevant Benefited Property shall exhibit, on reasonable request by the proprietor of the relevant Burdened Property (or by a factor on its behalf), copies of any insurance policies maintained by the proprietor of the relevant Benefited Property providing

adequate insurance cover against the risk of loss, injury and/or damage to third parties and/or their property arising as a result of the exercise of the said servitude rights.

6 Notwithstanding the foregoing terms of this Deed, in the event that the proprietor of the relevant Burdened Property requires the relocation of the electrical apparatus or equipment the re-routing of any of all of the access routes and/or Cables or the Pipelines then, the proprietor of the relevant Burdened Property shall serve no less than 3 months notice on the proprietor of the relevant Benefited Property and subject to providing suitable alternative route or routes to the reasonable satisfaction of the proprietor of the relevant Benefited Property for the relocation of the access routes or the Cables or the Pipelines and all apparatus and equipment to be such as are agreed between the parties acting reasonably, the proprietor of the relevant Benefited Property shall within a further 10 month period from agreement of such alternative routes remove from the relevant Burdened Property all apparatus and equipment and, if required, decommission (but not remove) and make safe the Cables and/or the Pipelines and relocate to the said alternative site. The proprietor of the relevant Benefited Property and the proprietor of the relevant Burdened Property will enter into an amendment of this Deed to record the said relocation of the Cables and/or the access routes and/or the Pipelines. The proprietor of the relevant Burdened Property shall meet (and shall if the proprietor of the relevant Benefited Property so requires (acting reasonably) deposit with the proprietor of the relevant Benefited Property in advance a reasonable estimated sum for) the full costs reasonably and properly incurred for all necessary works to give effect to the foregoing, including all professional costs, and all legal fees and outlays properly and reasonably incurred by the proprietor of the relevant Benefited Property in connection with the preparation of any document required to record such relocation.

Part 4

1 The proprietor of the relevant Burdened Property shall not erect any building or other erection or plant, grow, cultivate or permit to grow any trees, shrubs, bushes or other plants or vegetation (i) over the Cables or the Pipelines or within a lateral distance of two metres measuring from the centre line thereof or (ii) which are otherwise likely to adversely affect the Cables or the Pipelines or access thereto by the proprietor of the relevant Benefited Property without the prior written consent of the Benefited Proprietor which consent shall not be unreasonably withheld or delayed and the proprietor of the relevant Benefited Property shall be entitled to lop, cut or remove the whole or any part of any such trees, shrubs, bushes and other plants or vegetation causing or likely to cause, interference to the Cables, Sub-Station Areas 1, 2 and 3 the sub-stations thereon and the enclosures thereof; and the Pipelines, the site of the Gas Governor, the Gas Governor itself and the enclosures thereof, all without any liability attaching to the proprietors of the relevant Benefited Property cause or permit to be done on the relevant Burdened Property anything calculated or likely to cause damage or injury to the Cables or the Pipelines and will take all reasonable precautions to prevent such damage or injury;

2 The proprietor of the relevant Burdened Property shall not without the prior consent in writing of the proprietor of the relevant Benefited Property make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the access routes and/or routes of the Cables and/or the Pipelines so as to interfere with or obstruct the access thereto or to the Cables and/or the Pipelines by the proprietor of the relevant Benefited Property or so as to lessen or in any way interfere with the support afforded to the Cables and/or the Pipelines

by the surrounding soil including minerals or so as materially to reduce the depth of soil above the Cables and/or the Pipelines;

3 The proprietor of the relevant Burdened Property shall not alter the existing ground levels along the Cables and/or the Pipelines or obstruct in any way the access of the proprietor of the relevant Benefited Property to the Cables and/or the Pipelines without the prior consent of the proprietor of the relevant Benefited Property which consent will not be unreasonably withheld or delayed;

PROVIDED that nothing in this clause shall prevent the proprietor of the relevant Burdened Property from installing any necessary pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the proprietor of the relevant Benefited Property or its agents or carrying on normal acts of good husbandry including fencing hedging and ditching not causing interference obstruction or material reduction of the depth of soil as aforesaid.

Note: Copies of Plans 1 and 2 annexed to the foregoing Deed of Conditions have been included in this title sheet as respectively Supplementary data 1 and 2 to the title sheet.

Burden 3

Deed of Conditions, registered 22 Sep. 2017, by Persimmon Homes Limited, proprietors of Development at Dewar Park Phase 4, Gorebridge, edged brown on the cadastral map ("the Development"), contains the following:

Whereas we are about to erect dwelling houses within the Development in separate plots allocated for the erection of Detached Dwellinghouses and/or Semi-Detached Dwellinghouses, and/or Terraced Dwellinghouses ("Dwellinghouses") and that it is expedient to set forth and declare the various reservations, real burdens, conditions, servitudes and others which will apply to the Development, and where appropriate a part or parts of the Development, and any building or buildings erected or to be erected thereon so that the same shall be constituted as real burdens within the meaning of Part I of the Title Conditions (Scotland) Act 2003; therefore we do hereby provide, set forth and declare but that without prejudice to the addition in specific cases of further reservations, burdens, conditions and others or the real burdens and conditions as already affecting the Development as follows:

1. DEFINITIONS

In this Deed:

1.1 "The 2003 Act" means the Title Conditions (Scotland) Act 2003;

1.2 "Common Area" means the areas tinted yellow on the cadastral map;

1.3 "Common Parts" in relation to a Semi-Detached Dwellinghouse or a Terraced Dwellinghouse shall mean the gutters and downpipes serving the Semi-Detached Dwellinghouse and the adjacent Semi-Detached Dwellinghouse or alternatively all Terraced Dwellinghouses in the relevant terrace of dwellinghouses as the case may be;

1.4 "Community Burden" shall have the meaning assigned to it in accordance with Section 25 of the 2003 Act;

1.5 "Community" means the Development unless otherwise herein specified, Community having the meaning assigned to it by Section 26(2)(a) of the 2003 Act;

1.6 "Completed" means in the context of any Dwellinghouse that the construction of the relevant Dwellinghouse has advanced to the point of the issue of the earlier of a habitation certificate or completion certificate;

1.7 "Detached Dwellinghouse" means a Detached Dwellinghouse situated on a Plot owned exclusively by the Proprietor thereof;

1.8 "Developers" means us the said Persimmon Homes Limited and/or our successors as developers of the Development or any part thereof for the construction of Dwellinghouses;

1.9 "Development Common Property" means the Common Area;

1.10 "Dwellinghouse" means each residential property constructed or to be constructed on the Development Land;

1.11 "First Deed of Declaration of Conditions" means the Deed of Declaration of Conditions in Entry 2;

1.12 "Management Year" means First January to Thirty First December in each year or such alternative period of one year as the Manager shall fix or shall be fixed by a meeting of Proprietors held pursuant to Condition 11 hereof;

1.13 "Manager" means a Property Manager or Factor appointed in terms of Clause 11 of this Deed of Conditions;

1.14 "Plot" means an area of ground on which a Detached Dwellinghouse, Semi- Detached Dwellinghouse, or Terraced Dwellinghouse is erected and the curtilage or garden ground appertaining thereto (if any), and includes any footpath or part of roadway within the Plot;

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

1.16 "Retaining Wall" means any wall or structure erected by us with the purpose of retaining soil or other material and shall include the foundations, supports, projection and uplift of such retaining walls or structures;

1.17 "Semi-Detached Dwellinghouse" means one or two Dwellinghouses joined one to each other by a common wall or gable;

1.18 "Service Strip" means any area of ground containing a duct or conduit normally two metres or thereby in width or such other width as may be determined by the Developers or the relevant service providers for the purpose of leading gas, water, electricity, drainage and telephone

services to and from the Plots and as may be marked or indicated where applicable on the plan for the individual Plot;

1.19 "Shared Access Community" means an access roadway or footpath providing access for two or more Plots including any grassed or landscaped verge or other area immediately adjacent to and integral to the roadway or footpath and in respect of which two or more Proprietors have been or are to be disposed pro indiviso rights of property in common;

1.20 "Terraced Dwellinghouse" means a Dwelling house forming part of a row of three or more attached dwellinghouses;

1.21 "Visibility Splays" means any area within the Development on or adjacent to a roadway required by the relevant Local Authority to be maintained for the adequate and safe passage of vehicular traffic;

References to Dwellinghouses shall include Detached Dwellinghouses, Semi-Detached Dwellinghouses and Terraced Dwellinghouses;

References to the male shall include the female and all references to the singular shall include the plural and vice versa.

Headings in this Deed are for convenience only and shall be ignored in its construction.

2. CREATION OF REAL BURDENS AND SERVITUDES

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

2.2 The reservations, real burdens, conditions and others contained herein which apply to the whole Development as a Community shall be and are hereby created real burdens enforceable as Community Burdens by owners of all Dwellinghouses as units in the Community and by the Developers as owners of any ground outwith the definition of the Dwellinghouse but within the Development and remaining within the ownership of the Developers as a unit in the Community in terms of Section 27 of the 2003 Act.

2.3 Reservations, real burdens, conditions and others which apply only to a Shared Access Community shall be enforceable only by Proprietors of pro indiviso shares in the relevant Shared Access Community.

2.4 The real burdens take effect, in respect of any Dwellinghouse or any other part of the Development, on the date on which this Deed of Conditions is registered in the Land Register of Scotland.

2.5 Save where otherwise provided herein where servitudes are reserved or granted they shall have effect so far as individual Dwellinghouses are concerned on the registration of a separate title for such Dwellinghouse or Dwellinghouses in terms of Section 75(2) of the 2003 Act in so far as regards such Dwellinghouse or Dwellinghouses as both a dominant and servient tenement in relation to any such servitude.

2.6 A Proprietor wishing to enforce a real burden contained herein shall require an interest to enforce within the meaning of Section 8(3) of the 2003 Act.

2.7 Where the Developers are proprietor of any Dwellinghouse any deed of variation or discharge will require to be executed by the Developer;

3. COMMON AREA AND OTHER AREAS COMMON TO GROUPINGS OF PROPRIETORS

3.1 The areas tinted yellow on the cadastral map shall be formed, laid out and, as appropriate, planted by the Developers as common or amenity ground and once so formed shall remain as such, open and unbuilt on in all time coming, each and every Plot being held under burden of each individual Proprietor being bound to maintain the Common Area (including the maintenance, repair, replacement and/or renewal of any entrance or artistic features erected thereon) in a neat, tidy and proper condition and lighting the same unless and until and to the extent that any parts of the Common Area are conveyed to or taken over by any public authority or other party or parties for maintenance or to a service provider as appropriate and shall be liable for an equal share, or such other equitable share as may be determined by the Developers or by the Manager of the cost of maintaining the Common Area; declaring that no Proprietor shall have any claim against the Developers in respect of such maintenance.

3.2 Any Retaining Wall at or within the Common Area shall be common insofar as same forms part of the inside or outside face of a wall which forms part of any boundary and the maintenance thereof shall be borne equally by all Proprietors. All Service Strips and Visibility Splays (if any) shall be maintained at the expense of the Proprietors whose respective Plots are ex adverso the same notwithstanding the same may be taken over by any Public body or Local Authority it being an express obligation on said Proprietors to carry out the foresaid maintenance in the event that the steps taken by the Local Authority to do so following adoption prove inadequate to maintain the Service Strips and Visibility Splays in the condition provided for by this deed; Declaring that the Service Strips shall be delineated upon the surface of the ground by such means as the Developers shall provide and the Proprietors shall, so far as said Service Strips and Visibility Splays lie ex adverso or within the garden or ornamental ground maintain the same in a neat and tidy condition under grass only (except insofar as the Developers or their Agents or Contractors shall have first constructed over the same garden paths and/or access driveways) and shall leave the same open and unbuilt upon in all time coming and the Proprietors shall not be permitted to erect any buildings, walls or fences over or to plant trees, shrubs, plants of any kind or hedges within or upon the Service Strips nor to alter the surface level over the same or to do any other thing over or adjacent to the Service Strips which would be likely to damage pipes, ducts, cables, conductors or the like contained within the Service Strips or to make access thereto more difficult; declaring that there is reserved to the Developers and to their Agents and Contractors and to the relevant Water Authority, relevant Local Authority bodies, statutory undertakers and any other public utility or appropriate Local Authority and their successors and Agents and Contractors right of access in and to the pipes, ducts, cables, conductors or the like contained within the Service Strips at any time without notice for the purpose of inspecting, cleaning, maintaining and renewing or repairing the same or for any other purpose; declaring that, where the Local Authority determine Visibility Splays within the Development, no wall, fence or other structure or any shrubs, trees or other obstructions shall be erected or permitted to grow to a height more than 600 millimetres high in

and upon the area of ground forming the Visibility Splays or such other height as the Local Authority Highways Department may require; Each Proprietor shall have a heritable and irredeemable right of pedestrian (and, if appropriate, vehicular) access to and egress from their respective Plots over the Service Strip ex adverso their Plot, for all necessary purposes.

3.3 Each pro indiviso proprietor of a shared access roadway or shared access footpath shall be under an obligation with the other proprietors of pro indiviso shares therein to repair, maintain and renew the same in the proportion that their pro indiviso share of ownership of the shared access roadway or footpath bears in relation to the whole shared access roadway or shared footpath.

3.4 Each Proprietor shall have an equal pro indiviso right of property in common with the other Proprietors to the Development Common Property.

3.5 Each Proprietor shall have a heritable and irredeemable servitude right of pedestrian and vehicular access and egress over the roads and footpaths forming part of the Development and serving the Development as a whole (but excepting therefrom Shared Access Communities for which special provision is made and car parking areas forming part of the said roads which are for parking only). The rights in this clause are imposed as servitudes on the Development in favour of each Dwellinghouse,

3.6 Each Proprietor of a Dwellinghouse within the Development shall bear an equal share of the cost of lighting the roadways, spaces, footpaths and visitor car parking spaces within the Development pending adoption of such lighting by the relevant local or other authority save to the extent any) otherwise provided for by this deed.

4. PROVISIONS REGARDING PLOTS

4.1 Each Plot shall be used solely for the purpose of the erection thereon of not more than one self-contained Dwellinghouse, with relative offices.

4.2 Each Plot so far as not occupied by buildings as aforesaid or roadways, access paths, drives or footpaths shall be laid out and maintained as ornamental garden or pleasure ground in front and as such or as a vegetable garden and drying green at the rear of the Detached Dwellinghouse, Semi-Detached Dwellinghouse or Terraced Dwellinghouse and for no other purpose whatever, and shall be maintained as such in a neat and tidy condition in all time coming.

4.3 The Proprietor of each Plot shall maintain all buildings and erections thereon in good order and repair and if necessary rebuild in all time coming and in the event of damage or destruction shall repair, restore and re-erect the same in all respects in accordance with the provisions of sub-clause 4.1 of this Clause.

4.4 The Proprietor for the time being of each Detached Dwellinghouse, Semi-Detached Dwellinghouse and Terraced Dwellinghouse shall have an obligation along with the Proprietor for the time being of the adjoining property of maintenance, support, repair and where necessary, renewal of all mutual walls, gables and fences except where the mutual gable wall or fence does not adjoin another Plot in which case the said gable wall or fence shall be maintained exclusively by the Proprietor.

5. SEMI-DETACHED AND TERRACED DWELLINGHOUSES

5.1 The Proprietor of each Semi-Detached Dwellinghouse shall have an equal right of property in common with the Proprietor of the adjoining Semi-Detached Dwellinghouse in and to the Common Parts of the two Semi-Detached Dwellinghouses.

5.2 Each Proprietor of a Terraced Dwellinghouse shall have an equal right of property in common with the Proprietors of the other Terraced Dwellinghouses in the relevant terrace to the Common Parts of the Terraced Dwellinghouses in the relevant terrace.

5.3 Each Semi-Detached Dwellinghouse shall be held by the Proprietor thereof in all time coming under the obligation jointly with the Proprietor of the adjoining Semi- Detached Dwellinghouse of upholding and maintaining in good order and repair and from time to time when necessary renewing and restoring the Common Parts of the relevant Semi-Detached Dwellinghouse and of cleaning, repainting and decorating the Common Parts subject to the provisions of this Deed. All expenses and charges incurred under the foregoing obligation and of any other work done or services rendered in respect of the said Common Parts shall be payable by the Proprietors of the two relevant Semi-Detached Dwellinghouses in equal proportions.

5.4 Each Terraced Dwellinghouse shall be held by the Proprietor thereof in all time coming under the obligation jointly with the Proprietors of the other Terraced Dwellinghouses in the same terrace of dwellinghouses of upholding and maintaining in good order and repair and from time to time when necessary renewing and restoring the Common Parts of the said terrace of dwellinghouses and of cleaning, repainting and decorating the said Common Parts subject to the provisions of this Deed. All expenses and charges incurred under the foregoing obligation and of any other work done or services rendered in respect of the said Common Parts shall be payable by the whole Proprietors of Terraced Dwellinghouses in the relevant terrace in equal proportions.

6. MAINTENANCE OF COMMON SUBJECTS

6.1 In the event of any Proprietor having a right of common ownership in any part of the Development hereof considering it necessary or desirable that any repairs or renewals or decoration or other works should be executed to such part of the Development and of the other Proprietors having common rights of ownership in the same part of the Development refusing to sanction such repairs, renewals, decoration or other works, he shall be entitled to refer the question to the Manager and, in the event of the Manager deciding that all or any of such repairs, renewals, decoration or other works are necessary or desirable, the Manager shall have power to order them to be executed forthwith and the expense thereof shall be borne by all of the Proprietors having such rights of ownership in equal proportions save where the terms of this Deed provide for the maintenance, renewal or decoration of such parts of the Development in different proportions in which case such different proportions shall apply. The decision of the Manager shall be final and conclusive.

7. PROVISIONS REGARDING ALL DWELLINGHOUSES WITHIN THE SAID DEVELOPMENT:

7.1 Subject to Clause 2.6 hereof no alterations, erections or additions shall be made on or to any of the Plots or any of the Dwellinghouses thereon or on any part of the Development

except alterations, erections or additions which conform in all respects to any Local Authority, Town and Country Planning or other relevant Statutes and regulations in that behalf and all gas or electric installations shall comply with the requirements of the relevant utility providers, Gas Authority or the relevant Electricity Authority.

7.2 Only satellite dishes, television aerials or other usual forms of receiver for ordinary domestic use shall be attached, affixed, suspended or otherwise connected to any of the Detached Dwellinghouses, Semi-Detached Dwellinghouses or Terraced Dwellinghouses, provided always that all such satellite dishes, television aerials or other receivers comply with the requirements of the relevant Planning Authority and other statutory requirements.

7.3 Any garden ground to be conveyed with any Plot shall be kept and used as ornamental or garden ground as hereinbefore defined under Clause 4.2 and for no other purpose except drives, footpaths, patios or roads. Each Proprietor shall be responsible for the maintenance and replacement if necessary of any trees, plants and shrubs on any Plot in accordance with any Planning Permission and any Tree Preservation Order or Woodland Management Scheme or Plan relating thereto. Save for any boundary walls or fences erected by the Developers, no fences, gates, division walls or any form of trellis or draught boarding or screening shall be erected thereon without the prior written consent of the relative Local Authority and no vehicles of any kind shall be left or parked thereon. No clothes poles, clothes lines or rotary driers other than such as may be installed by us, the Developers, shall be erected on any part thereof nor shall clothes or clothes lines be attached to or suspended from any part of the exterior walls or down pipes, and no garbage cans, ash buckets or any other refuse receptacles shall be left or deposited on any part thereof other than in the designated bin storage/collecting areas. No work shall be carried out or structure or building erected if such is likely to result in ponding or flooding of the Plot, neighbouring Plot, or the Common Area.

7.4 Each Dwellinghouse shall be used solely as a Dwellinghouse and for no other purpose whatever and none of the Dwellinghouses shall in any way be sub-divided or occupied by more than one family at any time. Each Garage (if any) shall be used only as a private garage for the sole use of a Proprietor or occupant of his Dwellinghouse and shall not be sold or let separately therefrom nor used for any commercial or trading purpose.

7.5 The Proprietors and parties occupying any of the Dwellinghouses are hereby expressly prohibited from carrying on therein or in any other part of the Development any trade, business, manufacturing or profession, or from using them or any of them or causing them or any of them to be used for any purpose which might be deemed a nuisance and that whether or not such trade, business or profession is incidental to the ordinary residential use thereof, and notwithstanding any rule of law to the contrary. Declaring that, without prejudice to the foregoing provision, no business name, trade, advertisement board, card or plate shall be fixed or exhibited to or in any part of any of the Dwellinghouses or on the ground whether common or otherwise or on any part of the Development. Declaring that the letting of Dwellinghouses for occupation as ordinary domestic residences is not a trade or business for the purposes of this Sub-clause.

7.6 Nothing may be done on any part of the Development or in any building or erection thereon that may be deemed a nuisance or likely to occasion disturbance to other Proprietors of parts of the Development or proprietors of subjects adjoining the Development or their tenants or assignees.

7.7 No Proprietor of any Dwellinghouse or Plot upon which it is erected shall permit any trailer, boat, caravan or commercial vehicle (other than on a temporary basis for a reasonable amount of time the normal tradesmen's delivery vans or removal contractors' vehicles) to enter or remain within the Development or to be parked upon any Plot or upon any car parking space or on any Shared Access Community within the Development.

7.8 Every Proprietor and his tenants and occupiers are hereby expressly prohibited from keeping in any Dwellinghouse or on the Plot on which it is erected poultry, ducks, pigeons, rabbits, bees or other livestock or from breeding animals but shall be entitled to keep domestic animals as pets provided that such animal or animals shall not prove to be a nuisance to other Proprietors and shall not be kept in any form of external enclosure detrimental to the amenity of the Development or any part thereof; 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 within the same or to foul the footways, other footpaths or access ways, common amenity areas or public open spaces. In the event of an issue arising as to whether such an animal is causing a nuisance, such issue shall in the first instance be determined by the Manager but subject always to Clause 14 hereof

7.9 It is hereby expressly provided that the roof and eaves spaces which form part of any Common Parts shall not be used for storage or in any other manner of way.

7.10 It is hereby expressly provided (i) that each Shared Access Community is for the purposes of pedestrians and vehicular access only and shall at no time be used for the parking of private motor vehicles, motor cars, light commercial vehicles, caravans or motor cycles and shall be kept free and unobstructed at all times and (ii) that no proprietor within a Shared Access Community shall construct or erect any building, structure, fence or wall on, nor plant any tree within a shared access roadway or footpath or otherwise do anything on, in or under any shared access roadway or footpath which would cause damage to any electricity cables, gas pipes, sewers, drains water pipes or any other service media contained in or under the same, or prevent access thereto by any party interested therein for the purposes of inspection repair, maintenance and renewal thereof.

7.11 Every Proprietor and his tenants and occupiers are expressly prohibited from erecting any buildings, walls, structures of any kind including extensions to dwellinghouses over any sewers or closer than two metres to the outside of any sewers or planting any trees, bushes or shrubs over any sewers or within such distance of the said sewers unless the minimum clearance between the fully grown root system and the outside of the said sewer shall be two metres.

7.12 In the event of the Proprietor of a Dwellinghouse having conveyed to him along with said Dwellinghouse the exclusive ownership of a car parking space or spaces such Proprietor is expressly prohibited from disposing in any way the car parking space or spaces separately from the Dwellinghouse. Such Proprietor shall be obliged to maintain that car parking space or spaces in good order and condition and in a tidy condition in all time coming.

8. INSURANCE

8.1 Each Proprietor of a Detached Dwellinghouse, Semi-Detached Dwellinghouse, Terraced Dwellinghouse or Garage shall be bound to effect with a reputable insurance company and keep in force a policy of insurance against loss or damage by fire, explosion, flood, escape of

water, storm and tempest for the full reinstatement value thereof to include site clearance charges and professional fees. Each Proprietor of a Dwellinghouse shall also be bound to concur with each other and with any Manager appointed in terms of Clause 11 hereof in effecting a policy of insurance against the property owners' liability in the names of such Proprietors for their respective rights and interests for such reasonable sums as may be specified by the Developers or by any Manager or Person or Persons appointed in terms of Clause 11 hereof.

8.2 In the event of any Detached Dwellinghouse, Semi-Detached Dwellinghouse, Terraced Dwellinghouse or Garage or any other buildings on the Plot on which it is erected being destroyed or damaged by any cause whether an insured risk or not the Proprietor or Proprietors thereof shall be bound to restore or rebuild the same and to repair the damage within one year of the occurrence of such destruction or damage but without making any alteration in or deviation from the original design and dimensions of the said Detached Dwellinghouse, Semi-Detached Dwellinghouse, Terraced Dwellinghouse or Garage. In the event that there is in existence a common policy of insurance the Proprietors concerned shall be bound to co-operate with each other and any Manager in the submission of any claim and reinstatement and repair. All sums which may be received from the insurance company or companies under a policy or policies in respect of loss or damage to buildings shall be applied forthwith in restoring or repairing such buildings. In the event of the cost of any such restoration or repairs exceeding the sum recovered from the said insurance company in respect of such loss or damage any further sum required to meet the said cost shall be paid by the Proprietor or Proprietors of the said Dwellinghouse or Dwellinghouses.

9. WALLS AND FENCES

Fences or walls (other than Retaining Walls) so far as forming divisions between adjoining Plots or segments of the Development shall be erected as to one half of their width on each of such adjoining Plots or segments of the Development and shall thereafter, except as herein provided, be maintained and kept in good order and repair by the adjoining Proprietors in all time coming, declaring that no Proprietor shall ever have a claim against the Developers in respect of the maintenance, restoration or re-erection of any such fences or walls. Where part of a boundary is formed by a wall of a garage and there is no adjoining garage on the adjacent Plot, the maintenance of such wall shall be the sole responsibility of the owner of the garage. No alterations shall be made to boundary fences, walls or Retaining Walls except incidental to maintenance thereof and the erection of additional gates or accesses in boundary walls or fences is expressly prohibited. Declaring that no hedges or leylandii or similar fast-growing conifers shall be allowed to grow in excess of two metres within each Plot or on the boundaries of each Plot, whether such boundaries are mutual or the responsibility solely of the Proprietors of each Plot. Retaining Walls and features shall be maintained by the Proprietor of the Plot in which they are erected, or if erected on the boundary of two or more Plots by the affected Plots in equal shares and nothing shall be done to or on such Retaining Walls or features as may affect the structural integrity of the same.

10. ROADS, FOOTPATHS, DRAINS ETC

All necessary roadways, spaces and footpaths adjoining or connecting to the same, separate footpaths and cycleways, visitor car parking and all sewers, drains, sustainable urban drainage systems, structures and apparatus, pipes, cables and other transmitters and connections shall

be constructed by the Developers but once so constructed (a) the Proprietors within the Development shall be bound and obliged to maintain unbuilt on and in good order and repair to the full satisfaction of the Developers any such roadway, spaces, footpaths, cycleways and visitor car parking spaces so far as within the Development unless and until the same or any of them are taken over for maintenance by any public authority, in any application for which the said Proprietor or Proprietors shall be bound to concur, and (b) the Proprietor or Proprietors of a Plot shall be bound and obliged to maintain and repair such sewers, drains, sustainable urban drainage systems, structures and apparatus, pipes, cables and other transmitters and connections so far as the same do not become the responsibility of any public authority, the expense thereof being borne equally by the Proprietor or Proprietors of the property served thereby whether such sewers, drains, sustainable urban drainage systems, structures and apparatus, pipes, cables and other transmitters and connections are located within or outwith the Development and which shall include the obligation to contribute towards the costs of maintenance, repair and renewal of the Access Areas and Service Media (as such terms "Access Areas" and "Service Media" are defined in the First Deed of Declaration of Conditions) in accordance with the First Deed of Declaration of Conditions, and, where any of such sewers or others pass through another Plot or other Plots, the Plot or Plots through which the same pass shall be subject to a servitude right of wayleave for the same in favour of the Plot or Plots served thereby.

11. PROPRIETORS' MEETINGS/FACTORING

11.1 The Proprietors of all the said Dwellinghouses shall have the right jointly with all other Proprietors of the Dwellinghouses in the Community forming the Development to join an Association of all the residents of the Development and shall have power at any time to call a meeting of the Proprietors of all the said Dwellinghouses; the Proprietors having an interest in the common subjects specified in Conditions 5.1 and 5.2 hereof may call a meeting of the Proprietors so interested; all such meetings shall be held at such a reasonably convenient time and place as the convener of the said meetings may determine, and of which time and place of meeting at least seven days' notice in writing shall be given by or on behalf of the convener of the said meeting to the other Proprietors with an interest, and at any meeting so convened any of the Proprietors may be represented by a mandatory;

11.2 The quorum of a meeting of (a) the Proprietors of all the Dwellinghouses in the Community shall be forty per cent of the total number of Proprietors, or their mandatories, and (b) the Proprietors of other subjects common to groupings of Proprietors in terms of this Deed of Conditions shall be forty per cent of the total number of Proprietors having common rights in the relevant common subjects or their mandatories or both Proprietors of two Semi-Detached Dwellinghouses or their mandatories where appropriate and in such cases each Proprietor or mandatory will be entitled to one vote for each Dwellinghouse owned by him or his, principal (declaring that in the event of any of the said subjects being owned by two or more persons only one of such owners shall be entitled to vote with common owners of any Dwellinghouse being counted as one Proprietor); the decisions of the majority of those Proprietors voting at any such a meeting shall be final and binding on all the Proprietors concerned;

11.3 At the first meeting of the said Association of all Proprietors in the Development there shall be appointed a Committee consisting of a Chairman, Secretary and Treasurer and such other members of the Committee as the meeting shall determine and such Committee shall be authorised to carry out all the functions of the said Association as are referred to herein and

such other functions as the members of the said Association may determine; the Committee shall be entitled to call annual meetings of the said Association at which time elections of new Committee members may be held with all previous Committee members being available for re-election;

11.4 It shall be competent at any relevant meeting of the Proprietors or groupings of Proprietors having right to subjects owned in common by a majority of the votes of those present, (First) to order to be executed any common or mutual operations and repairs, and any painting, decoration or repair of the subjects owned or maintained in common, (Second) to make any regulations which may be expedient or necessary with regard to preservation, cleaning and use or enjoyment of the subjects owned or maintained in common, (Third) in the case of a meeting of the Proprietors of all Dwellinghouses within the Development only, to appoint any one qualified person or firm who may be of their own number (herein referred to as "the Manager") to have charge and perform the various functions to be exercised in the care, maintenance and management of the subjects owned in common, (Fourth) in the case of a meeting of the Proprietors of all Dwellinghouses within the Development only, to fix the duration of the Manager's appointment and to appoint another Manager in his, her or their place; and (Fifth) to delegate to the said Manager the whole rights and powers exercisable by a majority vote at any relevant meetings, subject to such qualifications as the meeting may determine, and the right to collect from each Proprietor the proportions payable by him respectively of all common maintenance and other costs and management charges (such management charges being apportioned among the Proprietors on an equitable basis);

11.5 It is declared that the Manager, unless otherwise determined at a meeting, shall be entitled during the continuance of his appointment to exercise the whole rights and powers which may be competently exercised at or by a meeting of the Proprietors as aforesaid; and it is declared that all expenses and charges incurred for any work done or undertaken or services performed in terms of or in furtherance of the provisions of this clause or otherwise and the remuneration of the said Manager shall be payable by the respective Proprietors whether consenters thereto or not in equal proportions or in the same proportions as those for which they are liable for common repairs where otherwise provided in this Deed in the same way as if their consent had been obtained. For the purposes of procuring payment of the foresaid sums each Proprietor shall pay to the Manager an annual maintenance charge determined by the Manager or by an appropriate meeting of Proprietors in respect of each Management Year. Such annual maintenance charge shall be payable in advance quarterly on First February, First May, First August and First November in each year. Where in any Management Year the amount of annual maintenance charge paid by a Proprietor exceeds that Proprietor's liability for costs referred to in this Clause 11.5, the excess shall be retained by the Manager as an advance payment towards that Proprietor's liability in subsequent Management Years. The Manager shall within three months of the end of each Management Year if requested to do so in writing by any Proprietor, make available either at a meeting of Proprietors or if the Proprietor so requests at the Manager's place of business, a full and vouched statement of account of the Manager's intromissions in respect of the preceding Management Year, and in the event of any Proprietor so liable, failing to pay his proportion of such common maintenance charges, and others or such expenses, charges or remuneration within one month of such payment being demanded by the said Manager or other person appointed as aforesaid, such Proprietor shall bear interest at a rate equivalent to five per cent per annum above the base lending rate of the Royal Bank of Scotland PLC from the date of demand until payment and the Manager or other person appointed as aforesaid shall (without prejudice to the other rights and remedies of the

Proprietors) be entitled to sue for and to recover the same in his own name from the Proprietor so failing together with all expenses incurred by such Manager or other person or persons thereanent, provided always that it shall be in the option of the said Manager or other person before or after taking any action to call a meeting of the relevant 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 by the other relevant Proprietors; declaring that the power to appoint a Manager shall be vest in us as Developers alone so long as the Developers remain the owners of any part of the Development for a period of 5 years from the date of registration hereof or until the Developers cease to own any part of the Development whichever is the shorter period;

11.6 The majority at any meeting of the Proprietors of all Dwellinghouses convened in terms of this clause will not be entitled to dismiss any Manager appointed by the Developers in terms hereof without the consent in writing of the Developers for a period of five years after the date of registration hereof or until the Developers cease to own any part of the Development, whichever shall be the shorter period, but subject to the terms of Section 64 of the 2003 Act;

11.7 In order that the Manager shall have a fund for the execution of necessary maintenance, redecoration, repairs, alterations and renewals, operating, cleaning and lighting charges, insurance premiums and management charges, each of the Proprietors of the Dwellinghouses within the Development shall pay to the Manager a float of One hundred and fifty Pounds (£150) Sterling or such greater sum as may be required for the aforesaid purposes and fixed by the Manager or at a relevant meeting of the Proprietors held as before provided. The sums so collected by the Manager shall be held by them in trust for behoof of the Proprietors for the foresaid purposes (no interest being payable to the Proprietors in respect of balances at credit). In the event of any Proprietor selling his Dwellinghouse the amount of the said float shall be returned under deduction of any share of expenses, charges and others accrued to the date of completion of the sale provided that the purchaser of the Dwellinghouse concerned shall have previously paid his contribution to the said fund;

11.8 For the avoidance of doubt there shall be only one Manager appointed pursuant to this Deed at any one point in time and the appointment of different Managers in respect of different subjects owned in common is expressly prohibited;

11.9 In the event of a change of ownership of a Dwellinghouse the Proprietors thereof shall (1) give written notification of the change to the Manager at least fourteen days prior to the date of settlement of the sale or other date of completion of the change of ownership which notice shall state the names of the incoming Proprietors, the date of intended settlement of the sale or date of completion of any other change of ownership and the forwarding address for the outgoing Proprietors and (2) give notification to the Purchaser of the Purchaser's obligations in terms of Clause 11.7 hereof;

11.10 In the event of there being a change of occupancy of a Dwellinghouse other than a sale or other change of ownership, the Proprietors thereof shall (1) give to the Manager not less than twenty eight days prior written notice of such change of occupancy and which notice shall state the names of the incoming occupiers, the date of the change of occupation and the forwarding address for the outgoing occupiers and (2) give notification to the Purchaser of the Purchaser's obligations in terms of Clause 11.7 hereof.

12. RESERVATIONS TO DEVELOPERS

12.1 There are reserved to the Developers and to any party to whom the Developers elect to convey or transfer any or all of the rights, benefits and others herein reserved and referred to and those Proprietors of Dwellinghouses erected on the Development having right thereto or served thereby servitude rights of access over and use of all roads, footpaths, rights of way, accesses, Shared Access Communities, car parking areas (but not individual car parking spaces owned exclusively with a Dwellinghouse), amenity ground and all other areas forming part of the Development and all drains, sewers, sustainable urban drainage systems, structures and apparatus, pipes, cables and services with power and liberty to us and our successors as Developers to make connections or to grant to the Proprietors of any Plot, Local Authority or Statutory Undertaker power and liberty to lay or to make connections with drains, Sustainable Urban Drainage Systems, structures and apparatus, sewers, electric, telephone or television cables, gas and water mains together with all necessary rights of access for the purpose of inspection, repair or renewal thereof subject always to an obligation to restore the surface of the ground damaged thereby. The Developers shall be allowed all necessary rights of access to each Plot before or after occupation of the plot for the purpose of erecting walls, fences, Retaining Walls or kerbing and for planting such trees as are necessary for the amenity of the area and also for the erection of scaffolding on or intruding into the air space over each Plot for the purpose of construction and maintenance of houses and garages erected or to be erected by the Developers on adjoining Plots;

12.2 There are reserved to the Developers (one) all rights of access which may be necessary to complete building and other work and also to plant and thereafter maintain any trees or shrubs which may form part of the amenity scheme or which may already exist and which may be subject to a Tree Preservation Order or Woodland Management Scheme or Plan, (two) power to grant rights of access and egress and other servitudes or wayleaves to any party over any of the roads or footpaths.

12.3 There is reserved to the Developers power to allocate to the Proprietors of any Dwellinghouse the exclusive right to the use and enjoyment of a parking space or parking spaces notwithstanding the rights of common property therein which may have been granted to other Proprietors.

12.4 There is reserved to the Developers full power to alter or even to depart entirely from the plans of and to deal with the Development or any part thereof and the development thereof as may be required by the Developers from time to time including alterations in types of Plot, Dwellinghouse, the layout, breadths, levels, gradients and the materials used for the construction of buildings, roads, footpaths, drains, sewers and others, and as regards the whole or any part of the Development to waive, alter, modify or dispense with observance of any conditions, restrictions and others herein set forth and in the event of such waiver, alteration or deviation by the Developers, no proprietor shall have a right to object thereto or have any claim against the Developers in respect thereof.

12.5 There is reserved to the Developers right to make use of visitor car parking areas for the benefit of Dwellinghouses being used as show houses and for sales promotional activities relating thereto.

12.6 For so long as the Developers remain the owners of any Plots within the Development, no alterations, erections or additions shall be made to any of the Plots or any of the Dwellinghouses thereon or on any part of the Development without the prior written consent of the Developers; Provided always that this Clause 12.6 shall cease to have effect upon alienation of the last Dwellinghouse within the Development by the Developer.

12.7 There is reserved to the Developers right to apply for the adoption of roads and footpaths within the Development by the relevant roads authority notwithstanding that rights of access or common ownership or exclusive ownership therein may have been conferred on any Proprietor.

13. RIGHTS OF ACCESS FOR MAINTENANCE/OVERHANGS

13.1 Where the Proprietor of any Dwellinghouse is entitled or obliged to maintain any part whether solely or in common with others he and his duly authorised tradesmen and others shall have all necessary servitude rights of access whenever reasonably required for the purpose of inspecting, maintaining and renewing the same, subject always to making good damage caused thereby.

13.2 Without prejudice to the foresaid generality, all garden ground conveyed exclusively with any Plot shall be subject to a heritable and irredeemable servitude right of access in favour of the immediately adjoining Proprietor when reasonably required for the purpose of inspection, maintenance and repair of the adjoining subjects, subject always to making good any damage caused thereby.

13.3 Where the eaves of a Dwellinghouse or garage constructed by the Developers on a Plot overhang an adjoining Plot or any common area within the development, or any foundations of any such Dwellinghouse or garage extend onto, into or under an adjoining Plot or any common area such eaves or foundations shall be excluded from such adjoining Plot or common area and there is a servitude right constituted in favour of the Plot to which the said eaves or foundations pertain, over, on or under as the case may be the said adjoining Plot or common area for the purpose of retaining and maintaining said eaves and foundations, together with all necessary rights of access to and egress from said adjoining Plot or common area, but that subject to reinstatement of the ground and payment for any damage caused thereby;

14. ARBITRATION

All questions, differences and disputes which may arise among the Proprietors or any of them regarding (1) their rights and interests in the Development or any part thereof, (2) the necessity for executing any works, whether common or not, or the liability for the cost thereof, (3) the reasonableness or expediency of any order, regulation, decision, determination or appointment made at any meeting of the Proprietors convened and held as aforesaid and (4) all other questions so far as depending upon or otherwise arising out of or in respect of these presents in any manner of way shall be referred to the amicable decision of the Sheriff Principal of Lothian & Borders or any of the Sheriffs at Edinburgh Sheriff Court or any other suitable person appointed by the said Sheriff principal or any of said Sheriffs as Arbitrator, and whatever the said Arbitrator shall determine shall be final and binding in all matters of law as well as of fact upon all concerned, and the Proprietors concerned shall be bound to implement and fulfil to each other the decisions, findings and decrees of the said Arbitrator with power to the said Arbitrator to take skilled advice and order execution or performance of works and to apportion

the cost thereof among the said Proprietors, to vary or annul any such order, regulation, decision, determination or appointment, and to find all or any of them liable in the expenses of the arbitration, and to decern accordingly. The Arbitrator's decisions on questions of law shall be final and the provisions of Rules 41 and 69 of the Scottish Arbitration Rules in terms of the Arbitration (Scotland) Act 2010 shall not apply to an arbitration pursuant to this clause.

15. NO APPLICATION TO VARY CONDITIONS



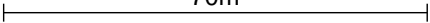
No application may be made to the Lands Tribunal for Scotland under sections 90(1)(a) and 91(1) of the 2003 Act in respect of the Community Burdens and servitudes created in this Deed for a period of five years after the date of registration of this Deed of Conditions in the Land Register of Scotland.

Burden 4

Explanatory Note:

The descriptions of the burdened and benefited properties in any deed registered in terms of sections 4 and 75 of the Title Conditions (Scotland) Act 2003 in this Title Sheet are correct as at the stated date of registration of such deed. This is notwithstanding any additional information that may have been disclosed by the Keeper in respect of those properties.

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 LAND REGISTER OF SCOTLAND	Officer's ID / Date	TITLE NUMBER
	3048 21/2/2018	MID195796
	ORDNANCE SURVEY NATIONAL GRID REFERENCE	70m 
NT3362SW NT3362SE NT3362NW NT3362NE		Survey Scale
		1/1250

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