



Title Information: MID195474

Search summary

Date/Time of search	24-01-2025 16:56:52
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Transaction number	SCO-20161305
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User Reference	
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Section A**MID195474**

Property

Date of first registration	29-09-2008
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Date title sheet updated to	20-12-2017
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Hectarage Code	0
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Real Right	OWNERSHIP
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Map Reference

Title Number	MID195474
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Cadastral Unit	MID194529
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Sasine Search

Property address	FLAT 4, 9 COWGILL GARDENS, EDINBURGH EH166FP
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Description

Subjects part of cadastral unit MID194529 edged red on the cadastral map being FLAT 4 9 COWGILL GARDENS, EDINBURGH EH16 6FP being the ground floor flat tinted pink on supplementary data-3 to the title sheet of the Block 7 and 9 COWGILL GARDENS; Together with (One) a 1/32 pro indiviso share along with the proprietors of the other flatted dwellinghouses within the Block in and to the Common Parts thereof and the Bin and Cycle Stores tinted brown on said supplementary data-3; (Two) the rights contained in the Deeds of Conditions in Entries 3 and 5 of the Burdens Section and (Three) the subsisting rights to real burdens specified in the Schedule of Particulars relative to Subsisting Rights to Real Burdens below.

Notes

1. The minerals are excepted. The conditions under which the minerals are held are set out in the Disposition in Entry 2 of the Burdens Section.

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 Scottish Water, registered 10 Jul. 2015, in Entry 3 of the Burdens Section	subjects edged brown on the cadastral map

Entry No	Benefited Property	Real Burdens	Burdened Property
2	subjects in this Title and other subjects	Deed of Conditions by BDW Trading Limited, registered 25 Jul. 2016, in Entry 5 of the Burdens Section	subjects edged brown on supplementary-data 2 to the title sheet

Shared Plots

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

Plots	Pro Indiviso Share
MID197233	1/56
MID199120	1/35

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Section B**MID195474**

Proprietorship

ALISON GEORGINA MCGHEE 18 Mortonhall Park Avenue, Edinburgh, EH17 8BP.

Entry number	1
Date of registration	20-12-2017
Date of Entry	12-12-2017
Consideration	£216,995

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Section C

MID195474

Securities

Entry number	1
Specification	Standard Security by said ALISON GEORGINA MCGHEE to BANK OF SCOTLAND PLC incorporated under the Companies Acts (Company Number SC327000), Halifax Division, 1 Lovell Park Road, Leeds, West Yorkshire LS1 1NS.
Date of registration	20-12-2017

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Section D

MID195474

Burdens

Number of Burdens: 6

Burden 1

Disposition by Walter James Little Gilmour to Edinburgh and District Water Trustees and their successors and assignees recorded G.R.S. (Edinburgh) 23 Sep. 1880, of triangular piece of ground extending to 16 acres part of the Estate of Liberton, contains the following burdens:

(First)

The said Trustees shall be entitled to enter on the Lands and Barony of Liberton and Lands and Barony of Craigmillar within the limits as to breadth of such lines only as may be necessary for the purposes of repairing, renewing or altering the pipe tracks or pipes therein or any part thereof and shall on all occasions where they may so enter upon the lands, arrange with and make compensation to the tenants thereof for all loss or damage thereby occasioned to them as the same may be adjusted and fixed between the said Trustees and them failing which by Arbiters or an Arbitrator mutually chosen,

(Second)

The said Trustees shall carry on such works as they may have to do in the exercise of the said rights of servitude or wayleave with all dispatch so as to occupy or interfere with the ground for as short a time as possible, and

(Third)

If in the course of feuing out or building on the said estates, buildings shall be erected above the joint pipe track formed by the existing Crawley aqueduct of the said Trustees and the pipe track constructed alongside of the same in exercise of the right of servitude or wayleave above conveyed, the said Trustees shall be bound to arch over the track under such buildings and to maintain the arch or the proprietor of the said estates at the time repaying a part of the expenses so occasioned in the proportion which the breadth of the present pipe track bears to the additional breadth of pipe track to be acquired by the said Trustees: Declaring

(First) that neither the said Trustees nor their servants or others authorised by them should have the right of shooting, fishing, sporting or curling upon or in the lands taken and reservoir and other works to be formed thereon,

(Second) that the water supply of the said estates and streams intersecting or passing the same should not be obstructed or intercepted or polluted in any way and that the drainage

of my remaining lands should not be affected or should be restored by the said Trustees, and

(Third) that all obligations in the Minute of Agreement between me and the said Trustees dated 22 and 23 May and 16 June 1874 were duly implemented by the said Trustees and in particular that the provisions of the same should be made applicable to all conduits or pipes laid in exercise of the rights of wayleave before mentioned.

Note 1: The plan to the foregoing Disposition has been reproduced as supplementary data-4 to the title sheet in terms of section 11(1)(a) and (8) of the Land Registration etc. (Scotland) Act 2012.

Note 2: Supplementary data-4 is a reduction of the original Plan to the above Disposition and therefore the areas blue and field numbers referred to above are not readily distinguishable on the said supplementary data.

Burden 2

Disposition by Trustees of Walter James Little Gilmour to Edinburgh and District Water Trustees and their successors and assignees recorded G.R.S. (Edinburgh) 6 Mar. 1888, of piece of ground extending to 10 acres part of the Estate of Liberton, contains the following reservation and burdens, as amended by Notice of Termination by Scottish Water, registered 23 Oct. 2013:

Reserving to us as Trustees foresaid and our successors the minerals in the said piece of ground hereby disposed, under the declaration always that our said disponee shall be entitled to use, in connection with the works to be constructed by them thereon, any stone and clay they may find in the said piece of ground; and also

(First) Our said disponees shall fence off the ground hereby disposed by erecting on the north boundary thereof a sufficient stone and lime wall not less than six feet in height and shall maintain the said wall in good repair in all time coming;

(Second) In the event of any of the drains in the adjoining lands belonging to us as Trustees foresaid being interfered with by our said disponees or their servants the same shall be restored by them, and they shall not have any right to discharge surface or other water upon our adjoining lands or into the drains therein, not to abstract or intercept or pollute in any way the water supply of the said estate and streams intersecting or passing the same;

(Third) Neither we or our successors in the said Lands and Barony of Liberton or any part thereof, nor our said disponees or their successors or their servants, shall have any right of shooting, fishing or curling over, upon or in the ground hereby disposed, or the filter beds, tanks or others to be formed thereon.

Burden 3

Deed of Conditions, registered 10 Jul. 2015, by Scottish Water, Proprietor of the Development (as after defined), sets forth and declares real burdens &c in the following terms:

1 Definitions

1.1 The following terms and expressions shall have the meanings respectively set opposite them unless the context otherwise requires:

"the Access Roads" means the roads with relative footpaths, verges, pavements, landscaping and planting areas, Service Media and street lighting constructed or to be constructed on that part of the Development tinted mauve on the secondary layer of the cadastral map, an extract of which is included as supplementary data-1 to the title sheet, to provide access to inter alia the Parcels and the Utility Ground, including all roundabouts, turning areas, parking spaces, verges, swales, bellmouths and other areas of hardstanding formed in relation to the same;

"Annual Maintenance Charge" means the pro rata share applicable to each Plot of the total annual costs incurred by the Open Ground Proprietor in effecting the Management Operations, together with reasonable management remuneration, insurance premiums and charges (plus all Value Added Tax exigible thereon) for the relevant year, which pro rata share shall in the case of each Plot be calculated by reference to the total number of Plots constructed or permitted to be constructed upon the Development from time to time with each Plot bearing annually the proportion of the said costs, remuneration, premiums and charges which the relevant Plot bears to the total number of plots constructed or permitted to be constructed upon the Development from time to time (and so that and by way of illustrative example only, if the said total number of Plots amounts to one hundred (100), each Plot shall bear a one-hundredth share of the said costs, remuneration, premiums and charges annually);

"Barratt Land" means the Parcels edged and lettered D, E and F in blue on the said secondary layer;

"CALA Land" means the Parcels edged and lettered A, B and C in blue on the said secondary layer;

"Commercial Unit" means any building to be used for purposes other than as a Dwellinghouse including for this purpose any employment, retail, leisure or commercial use, together with any car parking space(s) or pro indiviso share therein conveyed or to be conveyed in association with such building excepting therefrom Utility Ground;

"Community" has the meaning assigned to it by section 26(2) of the 2003 Act;

"Community Burden" has the meaning assigned to it in accordance with section 25 of the 2003 Act;

"Developer(s)" means us and our successors as proprietors of a Parcel for the purpose of development of that Parcel, or any part thereof;

"the Development" means that area of ground edged brown on the cadastral map;

"Distribution Network Operator" or "DNO" means any company or statutory undertaker authorised and licensed to distribute electricity by the Gas and Electricity Markets Authority (GEMA) or its successors in title as the nominated high voltage supplier of the electricity substation/switching and metering station to be erected on the Utility Ground;

"Dwellinghouse" means any dwelling (including, for the avoidance of doubt, any flatted dwelling) together with any car parking space or pro indiviso share therein conveyed or to be conveyed in association with such a dwelling;

"Management and Maintenance Specification" means the management and maintenance specification annexed hereto;

"Management Operations" means all works and others comprised in the management, maintenance and where necessary renewal of the Open Ground as amenity woodlands, landscaped open spaces, play areas, surface water drainage and attenuation schemes and artworks in accordance with the Management and Maintenance Specification and generally at all times in accordance with generally prevailing principles of sound silvicultural and/or sound residential land management practice (as the case may be);

"Mast Site" means that part of the Development edged mauve on the said secondary layer;

"the Open Ground" means all (actually or prospectively) grassed and planted areas and all other amenity or open land lying within the Development and outwith the Parcels (specifically including any play areas) and which areas are tinted brown on the said secondary layer and as the context of conveying the same in tranches or phases may require, such relevant part thereof; But specifically excluding the Mast Site, the Reservoir Building and the Utility Ground;

"Open Ground Proprietor" means the Developers or a landscape maintenance company or body to whom the Open Ground and/or the Access Roads or any part thereof are conveyed, or their successors in title to the Open Ground and/or the Access Roads or such part thereof;

"Parcel" means any of (a) the seven areas of land within the Development, together with the whole buildings and other erections thereon which seven areas of land are edged and lettered A, B, C, D, E, F and G in blue on the said secondary layer; and (b) the Reservoir Building;

"the Planning Acts" means the Town and Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997 and the Planning (Consequential Provisions) (Scotland) Act 1997, the Planning etc (Scotland) Act 2006 and any future legislation of a similar nature;

"Plot(s)" means each of the plots or areas of ground on which a Commercial Unit or a Dwellinghouse is constructed within a Parcel;

"Proprietors)" means the proprietor for the time being of any of the Plots and his/her/their successors as proprietor(s) of such Plot and where two or more persons own the same plot, includes both or all of them;

"Reservoir Building" means the underground building erected under that part of the Development hatched green on the said secondary layer;

"Service Media" means all sewers, drains, services, channels, pipes, wires, cables, aerials, ducting, valves and other conducting media, electricity, telephone, television, telecommunications and security cables (including all conduits, shafts, vents, manholes, inspection chambers, pumping equipment, meters and connections, and plant and machinery associated with conducting media) located or to be located in, over or under the Development or which run from the Development and connect into publicly maintained drains, sewers, mains and other pipes;

"Service Strips" means an area or conduit two metres or thereby in width under or through which mains, pipes, drains, sewers, cables and wires are led through or along the perimeter of a Plot or alongside the Access Roads;

"Servitude Area" means that part of the Development hatched blue on the said secondary layer;

"SUDS Systems" means any sustainable urban drainage systems, underground stormcell attenuation structures and associated apparatus, equipment and infrastructure within the Development;

"Utilities Lines" means any lines which are used for carrying gas, electricity or electronic communications for any purpose and including any support for any such lines, any apparatus connected to any such lines and any wire, cables, tube, pipe or other similar thing (including its casing or coating) which surrounds or supports or is surrounded or supported by, or is installed in close proximity to, or is supported, carried or suspended in association with any such lines and also including connections, cable markers, cable terminals, drains, culverts, inspection hatches, jointing bays and other underground works;

"Utilities Line Routes" means the route of any Utilities Lines as may be laid or installed within (a) the Service Strips; (b) any roads and footpaths within the Development; or (c) any other areas of hardstanding within the Development and including, without prejudice to the foregoing generality, the route indicated by a green broken line on the said secondary layer;

"Utility Ground" means the sites of any electricity substation or gas pressure reducing station within the Development including, without prejudice to foregoing generality, the areas edged and numbered 1 and 2 in blue on the said secondary layer or any other facility to be conveyed by the Developers to a Utility Supplier;

"Utility Supplier" means any local or public authority supplying utilities or service provider supplying utilities, whether statutory or otherwise;

"VAT" means Value Added Tax chargeable under the Value Added Tax Act 1994 or any similar tax which may replace the same at any time; and

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

2 Interpretation

2.1 Save to the extent that the context otherwise requires:

2.1.1 words importing any gender include all other genders;

2.1.2 words importing the singular number only shall include the plural number and vice versa;

2.1.3 words which import the whole are to be treated as including reference to any part of the whole;

2.1.4 where at any one time in relation to a Parcel there are two or more persons included in the expression "Developer" obligations contained herein are binding jointly and severally on them (but not so as to supply any joint and several liability among separate Developers in their capacity as owners of separate Parcels); Where at any one time in relation to a Plot there are two or more persons included in the expression "Proprietor" obligations contained herein are binding jointly and severally on them (but not so as to supply any joint and several liability among separate Proprietors in their capacity as owners of separate Plots);

2.1.5 words importing individuals include legal persons and vice versa;

2.1.6 any reference to a Condition is to the relevant condition hereof;

2.1.7 reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and includes any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision;

2.1.8 the word "maintenance" shall include repair, maintenance, restoration, renewal, upkeep, cleaning and painting and the words "maintain" and "maintaining" will be construed accordingly; and

2.1.9 any phrase introduced by the words "including", "in particular" or any similar expression is to be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

2.2 Any rights conferred on a Developer or a Proprietor hereby may be validly exercised by any person duly authorised by such Developer or Proprietor including its tenants, agents and tradesmen, but subject to any limitations or restrictions imposed upon such Developer or Proprietor hereby.

2.3 The condition headings herein are included for convenience only and are to be ignored in its construction.

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

4 Date of creation and application

The obligations contained in Conditions 5 to 8 inclusive are declared to be real burdens and the title conditions imposed by Condition 9 are servitudes. The real burdens, community burdens and servitudes imposed hereby will only take effect in respect of any part of the Development on the date on which there is registered in the Land Register of Scotland a valid disposition of that part in which the provisions hereof are expressly stated to apply.

5 Community Burdens in relation to the Parcels

Community Burdens

5.1 The real burdens set out in Conditions 5 and 6 which apply to the Development as a Community, shall be and are hereby (subject always to the terms of Condition 4 hereof) created real burdens enforceable as Community Burdens by the proprietors of all of the Parcels as units in the Community in terms of section 27 of the 2003 Act and are enforceable by and against (a) the Developers of each Parcel while the Developer retains ownership of the Parcel or any part thereof; and (b) the Proprietors of each Plot.

5.2 Until the date on which the Access Roads are adopted for maintenance by the local or other authority, the Proprietors shall maintain the Access Roads (or the unadopted part thereof) and shall, whenever necessary, replace and renew the same and each of the said relevant Proprietors shall be liable quoad their respective Plots for an equal share along with all the other said relevant Proprietors for the time being and the Developers, as Proprietors in respect of any unsold Plots, of the cost of such replacement and maintenance.

5.3 In the event of the Developers supplying and installing the Access Roads and failing the Local Authority taking over responsibility for replacement and maintenance of such Access Roads (or part thereof), the Developers reserve the right and shall be at liberty to convey the Access Roads (or parts thereof) to the Proprietors and the Proprietors shall accept such conveyance.

5.4 Each Developer shall be bound to maintain the exterior of any buildings erected or to be erected on a Parcel insofar as owned by it at its own expense in good order, condition and repair and when necessary to renew and rebuild the same in accordance with statutory consents and requirements.

5.5 In carrying out any development or other works each Developer shall:-

(a) ensure that such development shall be carried out with the minimum inconvenience as is practicable to neighbouring or adjacent Developers or their tenants or occupiers or invitees

and that no mud shall be allowed to remain on the Access Roads; and

(b) conform in all respects with the provisions of all the Planning Acts and Local Authority Planning and Building Control and other relevant Local Authority and other statutory requirements, regulations, licences, consents, approvals, orders and others.

5.6 Following commencement of any development works on any Parcel, such Parcel shall in so far as not built upon (declaring that for the purposes of this Condition 5.6 the term "built upon" shall include the construction of parking areas associated with the buildings erected

on the Parcel in question) (and subject as aftermentioned in Condition 7) be landscaped and such landscaping shall be maintained by the Developer thereof in a neat and tidy condition and to a reasonable standard and in compliance with any relevant provisions contained in the planning permission for the development of the Parcel in question.

5.7 All signs, notice boards, name plates and other forms of exterior signage, logos and identification located in or on any Parcel shall comply with any provisions contained in the planning permission and any other statutory consent obtained for such signage and any relevant provision contained in the planning permission for the development of the Parcel in question.

5.8 All walls and/or fences forming the boundaries between adjoining Parcels are or shall be erected as to one half of the breadth or thickness thereof on each of the adjoining Parcels and shall be maintained by the adjoining Developers and, after the disposal of a Plot adjoining such boundary, by the adjoining Proprietor, jointly in all time coming.

5.9 All walls and/or fences forming the boundaries between Parcels and (a) the Access Roads; (b) the Open Ground; and (c) the Utility Ground are or shall be erected entirely on the Parcel and shall be maintained by the Developer of the Parcel and, after the disposal of a Plot adjoining such a boundary, by the Proprietor of the Plot. Where no Plot adjoins such a boundary said part of the boundary shall be maintained by the Developer of the Parcel and, after the disposal of the last Plot on the Parcel, shall be maintained by all the Proprietors equally. Where there are no Plots on the Parcel said boundaries will be maintained by the Developer and their successors as heritable proprietors of said Parcel.

5.10 In the event of the Developers supplying and installing play equipment in or on any play areas within the Open Ground and failing a local or other authority whomsoever taking over responsibility for replacement and maintenance of such play equipment we reserve the right and shall be at liberty to transfer responsibility for replacement and maintenance to the Proprietors to the extent that such maintenance and replacement responsibility is not placed on the Open Ground Proprietor hereby by us intimating by recorded delivery letter to the Proprietors the transfer of said responsibility, whereupon the Proprietors shall maintain such play equipment in good and safe condition to the said extent and shall, whenever necessary, replace and renew the same and each of the Proprietors shall be liable quoad their respective Plots for an equal share along with all the other Proprietors for the time being and us or our successors in respect of any unsold Plots of the cost of such replacement and maintenance. Further, the Developers shall be entitled to convey the said play areas to the Proprietors and the Proprietors shall accept such conveyance.

5.11 In the event of the Developers supplying and installing the SUDS Systems and failing a local or other authority whomsoever taking over responsibility for replacement and maintenance of the SUDS Systems we reserve the right and shall be at liberty to transfer responsibility for replacement and maintenance to the Proprietors to the extent that such maintenance and replacement responsibility is not placed on the Open Ground Proprietor hereby by us intimating by recorded delivery letter to the Proprietors the transfer of said responsibility, whereupon the Proprietors shall maintain such SUDS Systems and associated equipment and infrastructure to the said extent in good and safe condition and shall, whenever necessary, replace and renew the same and each of the Proprietors shall be liable quoad their respective Plots for an equal share along with all the other Proprietors for the time being and us or our successors in respect of any unsold Plots of the cost of such replacement and maintenance. Further, the Developers shall be entitled to convey the SUDS Systems to the Proprietors and the Proprietors shall accept such conveyance.

5.12 The Developers and the Proprietors shall not deposit refuse upon or otherwise exercise any rights which they may have over the Open Ground in such a manner as to cause nuisance or prejudice to the Open Ground or any part thereof or to prejudice or adversely effect the efficient and economic carrying out by the Open Ground Proprietor of any part of the Management Operations.

5.13 Until the date of completion of the sale of the Reservoir Building by the Developers to a third party, the Proprietors shall maintain the Reservoir Building and shall, whenever necessary, repair and renew the same and each of the said relevant Proprietors shall be liable quoad their respective Plots for an equal share along with all the other said relevant Proprietors for the time being and the Developers, as Proprietors in respect of any unsold Plots, of the cost of such repair and maintenance.

6 Insurance

Each of the Developers shall be bound to insure their Parcel(s) and the building or buildings erected thereon against damage or destruction by fire, lightning, thunderbolts, storm, tempest, explosion, earthquake, impact by road vehicles, aircraft (other than hostile), riot, civil commotion, bursting or overflowing of water tanks, apparatus or pipes, flood, environmental hazards and malicious damage with an established insurance company for such sums as shall be reasonably sufficient to cover the costs (including architects', surveyors' and other professional fees, the cost of demolition and site clearance and an allowance for inflation) of completely rebuilding and/or replacing the Parcel in question. The Developers shall be bound to restore the Parcel destroyed or damaged as aforesaid as also by any other cause within three years from the date of such damage or destruction.

7 Burdens relating to Structure Landscaping

7.1 Without prejudice to the terms of Condition 4 hereof, nothing contained herein shall prevent the Open Ground being conveyed to the Open Ground Proprietor in tranches or phases.

7.2 In this Condition 7.2:-

"Benefited Property" means the Development under exception of the Open Ground; and
"Burdened Property" means the Open Ground;

The following real burdens are imposed on the Burdened Property in favour of the Benefited Property:

(a) The Open Ground Proprietors shall carry out the Management Operations;

(b) Notwithstanding the foregoing, the Open Ground Proprietors shall be entitled, at all times, to use the Open Ground for such purposes as they in their sole discretion consider are necessary or appropriate as being ancillary to the maintenance and/or management of the Open Ground but acting at all times in accordance with generally prevailing principles of sound silvicultural and/or sound residential land management practice as the case may be;

(c) Each Developer, Proprietor and their tenants and permitted occupiers and invitees shall have a right to the use of the Open Ground subject to the terms hereof.

Declaring that the real burden contained in Condition 7.2(a) shall cease to have effect at such time as the Benefited Property shall have ceased substantially to be used as a residential housing development. In such circumstances the terms of Condition 7.2(a) shall cease to have effect and the obligations imposed thereunder on the Open Ground shall cease to be enforceable by the Benefited Property.

7.3 In this Condition 7.3:

"Burdened Property" means the Plots;

"Benefited Property" means the Open Ground;

The following real burdens are imposed on the Burdened Property in favour of the Benefited Property:

(a) The Proprietors are hereby taken bound and obliged in all time coming to pay to the Open Ground Proprietors the Annual Maintenance Charge applicable from time to time to each Plot and which sum shall be payable in all time coming annually in advance by the Proprietor of each Plot; Declaring for the avoidance of doubt that nothing contained herein shall prevent or restrict the Developer from transferring responsibility for management and maintenance of part or parts of the Open Ground to the Open Ground Proprietors in terms hereof prior to the eventual conveyance of the Open Ground and in which case, from the date of such transfer of responsibility, all Proprietors will be bound to pay the Annual Maintenance Charge applicable to such part or parts of the Open Ground and the Open Ground Proprietors shall be entitled to enforce the rights and obligations imposed in terms of this Condition 7.3;

(b) Subject to the proviso aftermentioned, the costs of effecting the Management Operations shall not be permitted to increase in any relevant year by a margin or amount (expressed as a percentage to two decimal places) which exceeds the increase for that year the margin or amount of increase in the rate of inflation (expressed as a percentage to two decimal

places) as measured by the UK Index of Retail Prices provided always that the limit of increase shall not apply in respect of the increase in the said costs applicable at the end of the fifth year following the date of registration hereof in the Land Register of Scotland and every fifth year following in perpetuity so as to ensure that at the end of such relevant period of five years the pro rata share applicable to each Plot for the succeeding year reflects any actual increase in the costs of the Management Operations.

7.4 Community Burdens

The real burdens set out in Condition 7.4 which apply to the Plots, the Parcels and the Open Ground as a Community, shall be and (subject to and without prejudice to the terms of Condition 4 hereof) are hereby created real burdens enforceable as Community Burdens by the proprietors of the Plots, the Parcels and the Open Ground as units in the Community in terms of section 27 of the 2003 Act and are enforceable by and against the proprietors of the Plots, the Parcels and the Open Ground.

7.4.1 Subject to Condition 12 if a majority of the Proprietors agree that they wish any amendment to be made to the Management and Maintenance Specification in respect of the Open Ground (and declaring for the avoidance of doubt that in any questions requiring a decision to be made by the Proprietors each Proprietor shall be entitled to one vote per Plot) then the Proprietors or relevant majority will require to agree with the Open Ground Proprietors the appropriate variation in the costs arising from the said amendment which is appropriate having regard to the proposed variation in the Management and Maintenance Specification and if the Proprietors, or the relevant majority, and the Open Ground Proprietors are unable, after a period of three months following intimation of a proposed amendment by the Proprietors to the Open Ground Proprietors, to agree upon the variation of said costs, then the question of the costs of the variation (but not any other matter) may, on the application of either of the parties be referred for determination by an independent expert experienced in landscape architecture and management to be appointed, failing agreement between the Open Ground Proprietors and the Proprietors, or the relevant majority, by the Chairman or other senior official of the Royal Institution of Chartered Surveyors in Scotland, on the application of the Open Ground Proprietors and the Proprietors, or the relevant majority, and the decision of such expert in respect of any variation in costs arising out of the proposed variation to the Management and Maintenance Specification, but not any other matter affected by this Condition 7.4.1, shall (save in the case of manifest error) be conclusive and binding upon the Open Ground Proprietors and the Proprietors, who shall all co-operate in the execution and registration of a Deed of Variation hereof to effect the agreed or determined variation of the Management and Maintenance Specification and any relevant agreed or determined variation in the said costs;

7.4.2 All Proprietors are hereby bound and obliged not to deposit refuse upon or otherwise exercise any rights which they may have over the Open Ground in such a manner as to cause nuisance or prejudice to the Open Ground or any part thereof or to prejudice or adversely effect the efficient and economic carrying out by the Open Ground Proprietors of any part of the Management Operations. For the avoidance of doubt the whole costs incurred by the Open Ground Proprietors in the removal from the Open Ground of any such

refuse or other fly tipping or other costs incurred as a result of such nuisance or prejudice shall be recoverable from the Proprietors in addition to the Annual Maintenance Charge;

7.4.3 No dog must be allowed to foul any part of the Open Ground and no dog is permitted on the Open Ground unless it is:

(a) kept on a lead; and

(b) accompanied by a responsible person.

7.4.4 For the purposes of enabling the Open Ground Proprietors always to be in a position to commence the carrying out of the Management Operations the Proprietors of each Plot shall, on settlement of their purchase transaction from a Developer, pay at the time of settlement, the sum of ONE HUNDRED AND FIFTY POUNDS (£150.00) STERLING as a contribution towards the initial costs incurred by the Open Ground Proprietors in the initial carrying out of the Management Operations. Declaring for the avoidance of doubt that the said sum is not refundable;

7.4.5 In the event of any Proprietor so liable failing to pay his, her or their proportion of the Annual Maintenance Charge within one month of such payment being demanded the Open Ground Proprietors shall (without prejudice to the other rights and remedies of the other Proprietors) be entitled to sue for and to recover the same in its own name from the Proprietor so failing together with all the expenses incurred by the Open Ground Proprietor provided always that it shall be in the option of the Open Ground Proprietors before or after taking any action to call a meeting of the Proprietors to decide if, and to what extent, such action should be pursued and that in the event of failure to recover such payments and/or the expenses of any action the remaining Proprietors shall be bound pro rata as aforesaid to reimburse the Open Ground Proprietors for any payment or expenses that the Open Ground Proprietors may have incurred.

7.4.6 Prior to the date of completion of the sale or other transfer of ownership of any Plot, the relevant transferring Proprietor is bound and obliged to provide written notice to the Open Ground Proprietors of the full names of the proposed transferee and failing such intimation as aforesaid the Open Ground Proprietors shall be entitled to continue to recover the Annual Maintenance Charge applicable to such Plot from the relevant transferring Proprietor until such intimation is given to the Open Ground Proprietors.

8 Burdens relating to the Utility Ground and the Mast Site

8.1 In this Condition 8.1:

"Benefited Property" means the Development under exception of the Utility Ground;

"Burdened Property" means the Utility Ground;

The following real burdens are imposed on the Burdened Property in favour of the Benefited Property:

8.1.1 The proprietors of the Burdened Property shall not deposit refuse upon or otherwise exercise any rights which they may have over the Benefited Property in such a manner as to cause nuisance or prejudice to the Benefited Property or any part thereof or to prejudice or adversely effect the efficient and economic carrying out of any part of the Management Operations.

8.1.2 In relation to each part of the Utility Ground belonging to them, each Utility Supplier shall maintain, repair and where necessary renew and replace the walls and/or fences surrounding that part of the Utility Ground, shall maintain, repair and where necessary renew and replace all erections on that part of the Utility Ground, and shall keep that part of the Utility Ground free from litter, refuse and graffiti and in a neat and tidy condition.

8.2 In this Condition 8.2:

"Benefited Property" means the Utility Ground;

"Burdened Property" means the Development under exception of the Utility Ground;

The following real burdens are imposed on the Burdened Property in favour of the Benefited Property:

8.2.1 The proprietors of the Burdened Property will not cause or permit to be done any act which would in any way interfere with or damage any Utilities Lines retained or laid within the Burdened Property by the proprietor of the Benefited Property or the DNO in exercise of the servitude rights imposed herein.

8.2.2 The proprietors of the Burdened Property will not alter or permit or suffer to be altered the existing level nor (subject as hereinafter provided) to cover or permit or suffer to be covered the surface of Utilities Line Routes in such a manner as to render the laying of Utilities Lines thereunder or access to the Utilities Lines retained or laid thereunder impracticable or more difficult than at the date hereof PROVIDED ALWAYS that nothing contained herein shall prevent the laying and/or re-laying (as the case may be) of appropriate surfaces on any part of the Utilities Line Route which forms the site of an intended or existing road or footpath or other way after the initial laying of the Utilities Lines thereunder.

8.2.3 Without prejudice to the generality of Condition 8.2.1, not to erect or permit to be erected any building or structure or to plant or permit or suffer to be planted any trees on or within a distance of 1.5 metres of the Utility Ground or the route of the Utilities Lines.

8.2.4 The Developers shall ensure that Access Roads are constructed to the specification of the local roads authority. Further, in relation to carriageways within the Burdened Property which are intended to be adopted by the local roads authority, the Developers shall ensure that the said carriageways are constructed to the specification of the local roads authority and the Proprietors of the Plots within the respective Parcels shall maintain the said carriageways within that Parcel until the said carriageways are adopted by the local roads authority.

8.3 In this Condition 9.3:

"Burdened Property" means the Mast Site;

"Benefited Property" means the Development under exception of the Mast Site;

The following real burdens are imposed on the Burdened Property in favour of the Benefited Property:

8.3.1 The Burdened Property shall be used for the installation of not more than one telecommunications mast with related apparatus and no mast or other structure erected or to be erected on the Burdened Property shall exceed a height of 25 metres.

8.4 In this Condition 8.4

"Burdened Property" means the Development under exception of the Mast Site;

"Benefited Property" means the Mast Site;

The following real burdens are imposed on the Burdened Property in favour of the Benefited Property:

8.4.1 The proprietors of the Burdened Property shall be obliged to erect and thereafter maintain a 2 metre high fence enclosing the Benefited Property (such fence to be erected wholly outwith the Benefited Property) to such specification as may be required in terms of health and safety standards and taking due consideration of the proposed residential development of the Benefited Property, all to the reasonable satisfaction of the proprietor of the Burdened Property and to include a suitable gate or gates and ensure that the proprietor of the Benefited Property and the tenants and occupiers thereof have unrestricted rights of pedestrian and vehicular access thereto and egress therefrom.

9 Servitudes

9.1 Access and Services to the Parcels

In this Condition 9.1:-

"Burdened Property" means the Development under exception of the Mast Site and the Servitude Area;

"Benefited Property" means each Parcel both before and following any development thereof;

The following servitudes are imposed on the Burdened Property in favour of the Benefited Property:

9.1.1 a servitude right of pedestrian and vehicular access over the Access Roads at all times and for all purposes and, following the construction or formation of the same, a

servitude right of pedestrian and vehicular access over the roads and footpaths within any Parcel;

9.1.2 a servitude right to construct, lay, use, maintain, repair, renew and replace the Access Roads;

9.1.3 servitude rights of wayleave over, through and under the Access Roads and the Open Ground for supplying, installing, maintaining, using, laying, inspecting, enlarging and connecting into all Service Media and SUDS Systems within or to be constructed within the Burdened Property;

9.1.4 a servitude right of access to the Service Media and SUDS Systems for all purposes;

9.1.5 a servitude right to enter onto the Burdened Property or any part thereof (a) to plant trees and/or shrubs if necessary to comply with the requirements of the planning authorities (together with any necessary fencing or other protective measures to safeguard the said trees and/or shrubs) and (b) for any other necessary purposes in connection with compliance with statutory consents;

9.2 Access for Maintenance of Parcels/Plots

The proprietors from time to time of each Parcel shall have a servitude right of pedestrian access over every adjoining Parcel and every adjoining part of the Open Ground for the purpose of carrying out necessary maintenance of the Parcel and/or the Plots.

9.3 Access for Development of Parcels/Plots

Only where there is no practicable alternative route, the proprietors from time to time of each Parcel shall have a servitude right of pedestrian and vehicular access over the roads, footpaths and any unbuilt portions of the other Parcels for the purpose of carrying out the first development of the relevant Parcel.

9.4 Access to the Open Ground

The proprietors of the Open Ground from time to time shall have a servitude right of pedestrian and vehicular access over the Access Roads at all times and for all necessary purposes.

9.5 Access and Services to the Utility Ground

In this Condition 9.5:-

"Burdened Property" means the Development under exception of the Mast Site, the Servitude Area and the Utility Ground; and

"Benefited Property" means the Utility Ground.

The following servitudes are imposed on the Burdened Property in favour of the Benefited Property:

9.5.1 a non-exclusive right of access to and egress from the Benefited Property in favour of the proprietors of the Benefited Property and all persons authorised by them for pedestrian and vehicular traffic with or without machinery and/or plant along the Service Strips and roads and footpaths or other areas of hardstanding within the Burdened Property and over the routes of the Utilities Lines;

9.5.2 a non-exclusive servitude right to install, lay and use and thereafter alter, add to, inspect, maintain, repair, re-lay, renew, supplement and remove the Utilities Lines in, or under, the Utilities Line Routes and for any of the aforesaid purposes to enter upon the Burdened Property and to break up and excavate so much of such of the Utilities Line Routes as from time to time may be necessary and to remove and dispose of any surplus earth, together with:

(a) a non-exclusive right of access over the roads and footpaths within the Burdened Property and over the Utilities Line Routes for all necessary pedestrian and vehicular purposes together with equipment and materials relating to laying, using, altering, adding to, inspecting, maintaining, repairing, re-laying, renewing, supplementing and removing the Utilities Lines;

(b) a non-exclusive right of pedestrian and vehicular access, together with equipment and materials, over and onto any part of the Burdened Property which is reasonably required from time for the purposes of inspecting, maintaining, repairing and renewing the Benefited Property, the Utilities Lines and the electricity substations, gas pressure reducing stations and the like erected on the Benefited Property but only to the extent that such maintenance, repair or renewal cannot reasonably practicably be carried out by taking access only over the Benefited Property, the Utilities Line Routes, and declaring that no access shall be taken to or over any part of the Burdened Property which is or is intended to be a Plot without the consent of the proprietor thereof; and

(c) the non-exclusive right to park vehicles on the roads and footpaths within the Burdened Property and save as otherwise provided herein (but not so as to obstruct the same or cause any unnecessary congestion or inconvenience to other users thereof) at all times for the purpose of exercising the said rights.

9.5.3 A non-exclusive right, exercisable in addition by the DNO, for the purpose of maintaining supply and distribution to and from the Benefited Property, to:

(a) take pedestrian and vehicular access to and egress from the Benefited Property at all times with or without vehicles, machinery, plant and apparatus over and along the Utilities Line Routes;

(b) install, lay, use and thereafter from time to time alter, add, inspect, maintain, repair, renew, supplement and remove the Utilities Lines within the Utilities Line Routes;

(c) park vehicles on the roads and footpaths within the Burdened Property save as otherwise provided herein (but not so as to obstruct the same or cause any unnecessary congestion or inconvenience to other users thereof) at all times for the purpose of exercising the said rights; and

(d) take pedestrian and vehicular access together with equipment and materials, over and onto any part of the Burdened Property which is reasonably required from time for the purposes of inspecting, maintaining, repairing and renewing the Benefited Property, the Utilities Lines and the electricity substations erected on the Benefited Property but only to the extent that such maintenance, repair or renewal cannot reasonably practicably be carried out by taking access only over the Benefited Property, the Utilities Line Routes and declaring that no access shall be taken to or over any part of the Burdened Property which is or is intended to be a Plot without the consent of the proprietor thereof.

9.6 Access and Services to the Mast Site

In this Condition 9.6:-

"Burdened Property" means the Development under exception of the Mast Site, the Servitude Area and the Utility Ground; and

"Benefited Property" means the Mast Site.

The following servitudes are imposed on the Burdened Property in favour of the Benefited Property (both before and following the development thereof):-

9.6.1 A servitude right of pedestrian and vehicular access to and egress from the Benefited Property (including for construction traffic) with or without vehicles plant and machinery through the Burdened Property over and along the route indicated by a brown broken line on the said secondary layer for all necessary purposes;

9.6.2 a servitude right to:

(a) either connect into and use the proprietor of the Burdened Property's own electricity supply (subject to the proprietor of the Burdened Property's consent (such consent not to be unreasonably withheld or delayed)) and to run, maintain, use, repair and renew connections from that supply to the Benefited Property (the route of such connections to be as reasonably specified by the proprietor of the Benefited Property (or the tenant thereof) and approved by the proprietor of the Burdened Property (such approval not to be unreasonably withheld or delayed));

(b) run, maintain, repair, renew, upgrade and use a separately metered electricity supply from the local electricity supply company to the Benefited Property (the route of such supply to be as reasonably specified by and approved by the proprietor of the Burdened Property (such approval not to be unreasonably withheld or delayed));

(c) use, lay, connect and construct new or existing Service Media which may be required in, over, under or through the Burdened Property on routes approved by the proprietor of the Burdened Property acting reasonably and to repair, maintain, inspect and renew such Service Media at any time subject to causing as little inconvenience as reasonably possible and making good without unreasonable delay any damage thereon caused to the Burdened Property; and

(d) all necessary rights of lateral and subjacent support from the Burdened Property

9.6.3 A servitude right to connect into, run, maintain, repair, renew and use communications connections to the Benefited Property.

The foregoing rights in this Condition 9.6 are granted together with a right of pedestrian and vehicular access to make any repairs to those parts of the Burdened Property over which such rights are granted and anything on which the Benefited Property and any buildings or erections thereon from time to time (or any part thereof) takes support as necessary to allow proper exercise of such rights and/or sufficient support for the Benefited Property and any buildings or erections thereon from time to time the person exercising such right causing as little damage and disturbance as reasonably practicable and immediately making good any physical damage that is caused

9.7 Right of Support

That part of the Open Ground situated above the Reservoir Building shall have a servitude right of support from the Reservoir Building.

9.8 Drainage for the Utility Ground

The proprietors from time to time of the Utility Ground shall have a non-exclusive right to drain surface water from the said two areas onto the Development into any existing or future drainage system therein.

9.9 Additional Servitudes

There is reserved to the Developers full power and liberty to grant or retain servitude rights and wayleaves over the Access Roads and Open Ground in favour of any Developer and/or the Utility Suppliers to supply, install, lay, maintain, inspect, enlarge and connect into all Service Media within or to be constructed within the Access Roads and Open Ground, together with all necessary rights of access to the Service Media.

10 Servitude Conditions

The benefited proprietors in exercising any of the rights contained in Condition 9 shall:

10.1 keep any disturbance and interference to a minimum;

10.2 ensure that all physical damage thereby occasioned is made good to the reasonable satisfaction of the relevant burdened proprietor as soon as is reasonably practicable;

10.3 act reasonably at all times and exercise the rights at reasonable times and in a reasonable manner; and

10.4 where works are contemplated, give reasonable prior written notice (except in emergency) to the relevant burdened proprietors and respect the reasonable concerns and specific reasonable requirements of the relevant burdened proprietors.

11 Arbitration

11.1 All questions, differences or disputes which may arise between or among the Developers or any of them arising directly or indirectly from the provisions hereof shall failing agreement, be referred to an arbitrator jointly appointed by the parties or failing agreement by an arbitrator to be appointed at the request of any party by the Chairman or senior office holder for the time being of the Royal Institution of Chartered Surveyors in Scotland in respect of practical matters relating to the Development or by the President of the Law Society of Scotland in respect of legal matters relating to the Development or this Entry, and the decision of such arbitrator shall be binding upon the parties who shall each bear their own costs in respect of any such determination. The application of Rules 41 and 69 of Schedule 1 to the Arbitration (Scotland) Act 2010 is hereby expressly excluded.

11.2 The seat of the arbitration shall be in Scotland.

12 Notices

12.1 All notices shall be served in writing.

12.2 Subject to Condition 13.3 notice to the Developers (if a corporation) shall be sufficiently served if sent by registered post or recorded delivery to or left addressed to them at their registered office and (if the Developer shall be an individual or partnership) shall be sufficiently served if sent by registered post or recorded delivery to or left addressed to him or them at his or their last known address in the United Kingdom.

12.3 A notice sent by registered post or recorded delivery shall be deemed to have been duly served at the expiration of forty eight hours after the time of posting.

12.4 In proving service, it shall be sufficient to prove that the envelope containing the notice was duly addressed to the party concerned in accordance with this Condition 12 and left at or posted to the place to which it is so addressed.

13 Lands Tribunal Applications

13.1 It shall not be competent for any proprietor to seek to vary or discharge any of the community burdens created herein by seeking approval from other proprietors within a distance of four metres from the proprietor's land. For the avoidance of doubt therefore section 35 of the Title Conditions (Scotland) Act 2003 shall be disapplied hereto.

13.2 No application may be made to the Lands Tribunal for Scotland under section 90(1)(a) (i) and/or section 91(1) of the 2003 Act in respect of the community burdens and servitudes created herein for a period of five years after the date of registration hereof in the Land Register of Scotland.

14 Continuing Enforceability

In the event that, for whatever reason, any one or more of the community burdens and servitudes and others contained herein is or are no longer relevant or is or are no longer enforceable or is or are deemed to be no longer enforceable, the remainder of the

community burdens, servitudes, and others contained herein shall remain in full force and effect.

MANAGEMENT AND MAINTENANCE SPECIFICATION

INSURANCE

The Open Ground Proprietors shall maintain Property Owners' Liability insurance to protect the owners of the Whole Subjects from any Third Party claims arising from the Open Ground.

Specification for Summer Maintenance

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

The summer maintenance programme shall run from 1 April to 31 October each year, which dates may be adjusted by the Open Ground Proprietors (acting reasonably in order to take into account seasonal variations in the growing season) to another date not further than four weeks from 1 April or 31 October (as the case may be) each year, and declaring that in any event the summer maintenance programme shall always immediately follow and be immediately followed by the winter maintenance programme.

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

During each maintenance visit the following specification shall be adhered to:

REMOVAL OF LITTER

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

GRASS CUTTING

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

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

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

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

Following cutting, all surrounding hard standing areas shall be swept clear of arisings.

SHRUB BED MAINTENANCE

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

Shrubs shall be pruned, usually once per annum in the spring, but dependant on the species present, and in accordance with good horticultural practice. All arisings shall be removed from site.

During each visit any dead, dying or diseased shrubs shall be removed. Arrangements shall be made to carry out replacement planting in accordance with the original planting specification, but only during the planting season and when appropriate plant material is available.

STRUCTURAL WOODLAND AREAS

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

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

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

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

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

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

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

STAKED TREES

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

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

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

Specification Winter Maintenance Specification

The winter maintenance programme shall run from 1 November to 31 March in the following year, which dates may be adjusted by the Open Ground Proprietors (acting reasonably in order to take into account seasonal variations in the growing season) to another date not further than four weeks from 1 November or 31 March (as the case may be) each year, and declaring that in any event the winter maintenance programme shall always immediately follow and be immediately followed by the summer maintenance programme.

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

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

REMOVAL OF LITTER

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

SHRUB BED MAINTENANCE

Shrub beds shall generally be forked over once during the maintenance period.

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

Any necessary replacement planting shall be carried out in accordance with the original planting specification.

STRUCTURAL WOODLAND AREAS

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

OTHER ITEMS

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

Long Term Maintenance Specification for Ancillary Items

PLAY AREAS

All play area's to have litter and all other debris removed where appropriate.

The play area equipment to be regularly inspected and repaired as necessary to comply with the requirements of the legislation in force from time to time, and to replace the play area equipment when repair is no longer feasible.

SUDS

Pond/Wetland/Overflow Basins/Detention Basins - Removal of litter and all other debris/obstructions from area where appropriate and maintain workability of facility to Scottish Water requirements.

Filtration Trench/Swale - Removal of litter and all other debris/obstructions from area where appropriate and maintain workability of facility to Scottish Water requirements.

Culverts - Removal of litter and all other debris/obstructions from area where appropriate and maintain workability of facility to Scottish Water requirements.

Burn/Watercourse - Removal of litter and all other debris/obstructions from area where appropriate and maintain workability of facility to Scottish Water requirements.

INFORMAL WHIN PATHS

All paths to have litter and other debris removed and inspected for any hazard trip and where appropriate apply addition whin to make up level.

NON ADOPTED ROADS/PARKING

All non adopted roads/designated car parking to be regularly inspected and appropriate repairs carried out where necessary.

Ditches

Maintain the ditches by conducting monthly inspections and clearing any build up of debris and, in addition, cutting back vegetation all in order to maintain a free flow in the ditch.

Note: The effectiveness of the real burdens in the foregoing Deed of Conditions was postponed, in respect of any part of the Development, until the date on which there is

registered a disposition of that part in which these provisions are expressly stated to apply. The real burdens have been made effective in respect of the subjects in this Title.

Burden 4

Disposition by Scottish Water (the "Seller") to BDW Trading Limited (the "Purchaser") and their successors and assignees, registered 10 Jul. 2015, of that part of the subjects in this Title edged and lettered D in blue on the secondary layer of the cadastral map, an extract of which is included as supplementary data-1 to the title sheet (the "Disponed Property"), contains inter alia the following real burdens and servitudes:

Part 1

Interpretation

"Retained Property" means the subjects edged and lettered B, E, G and J and C, F and H in blue on the on the secondary layer of the cadastral map, an extract of which is included as supplementary data-1 to the title sheet;

"Service Media" means all drains, sewers, soil pipes, gas supply pipes, mains water supply pipes and pumping stations, electricity supply cables, telephone and television cables, transmitters and connections, surface and foul water drainage systems and other conducting media for the provision of services for gas, electricity, telecommunications, water, drainage and sewerage and the like; and

"SW Property" means the subjects hatched mauve on the said secondary layer;

Part 4

Servitudes affecting the Disponed Property

A The following servitudes are imposed on the Disponed Property in favour of the Retained Property (both before and following any development thereof)

4 namely, a right of pedestrian and vehicular access (including construction traffic) over and across the roads and footpaths constructed or to be constructed within the Disponed Property.

B The following servitudes are imposed on the Disponed Property in favour of the Retained Property (both before and following any development thereof):-

1 servitude right to lay, construct, use, repair, divert, maintain and, where necessary, renew any Service Media within the Disponed Property (including, for the avoidance of doubt, the right to connect into any existing Service Media located within the Disponed Property) along such route or routes as may be determined by the proprietor of the Retained Property as appropriate (acting reasonably) (which, wherever possible, shall be along the route of any dedicated service strips within the Disponed Property and, in any event, shall otherwise be

outwith the curtilage of any dwellinghouses and ancillary garden ground constructed or to be constructed within the Disponed Property) together with rights of pedestrian and vehicular access thereto for the purposes of laying, constructing, repairing, diverting, maintaining and, where necessary, renewing such Service Media.

C The following servitudes are imposed on the Disponed Property in favour of the SW Property (both before and following and development thereof):-

a servitude right of access and egress at all times for pedestrians and vehicles (including heavy vehicles) over and across the roads and footpaths within the Disponed Property for the purpose of taking access to and egress from a high pressure water main pipe laid along the route shown by a dark blue line on the plan marked "Plan 4" annexed hereto, including for the avoidance of doubt the transportation of materials, machinery and equipment.

Part 5

Real Burdens affecting the Disponed Property

The following obligations are declared to be real burdens and are imposed on the Disponed Property in favour of the Retained Property:-

1 The servitude rights set out in Part 2 shall be exercised in such a manner as shall cause the minimum inconvenience and disturbance to the proprietor of the Retained Property as is reasonably practicable;

2 The proprietor of the Disponed Property shall be obliged to:-

(a) repair and make good any damage caused to the Retained Property as a result of the exercise of the servitude rights set out in Part 2 and that to the reasonable satisfaction of the proprietor of the Retained Property; and

(b) indemnify the proprietor of the Retained Property in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the servitude rights set out in Part 2 by the proprietor of the Disponed Property or those deriving right from them or those for whom they are responsible;

and

3 Pending the adoption by the local roads authority or the relevant statutory authority of:-

(a) the roads and footpaths constructed or to be constructed within the Retained Property, the proprietor of the Disponed Property shall be responsible for an equitable share of the cost of maintenance, repair and renewal of the same provided always that until such time as the construction of houses (or the construction of such other structures as may be permitted to be constructed by the planning authority) has been commenced on the Retained Property such equitable share shall be 100% and the proprietor of the Disponed Property shall indemnify the proprietor of the Retained Property against any such costs; and

(b) any Service Media exclusively serving the Disposed Property, the proprietor of the Disposed Property, shall be responsible for the whole cost of maintenance, repair and renewal of the same; and

(c) any Service Media serving both the Disposed Property and the Retained Property, the proprietor of the Disposed Property shall be responsible for an equitable share of the cost of maintenance, repair and renewal of the same provided always that until such time as the construction of houses (or the construction of such other structures as may be permitted to be constructed by the planning authority) has been commenced on the Retained Property such equitable share shall be 100% and the proprietor of the Disposed Property shall indemnify the proprietor of the Retained Property against any such costs.

Declaring that it shall not be competent for the Purchasers or their successors as proprietors of all or any part of the Disposed Property to make application to the Lands Tribunal for Scotland under section 90(1)(a)(i) or section 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes set out in Parts 2 and 4 and the real burdens set out in Parts 3 and 5 for a period of five years after the registration hereof in the Land Register of Scotland.

Note: A copy of Plan 4 annexed to the aforementioned deed is incorporated as supplementary data-5 to the title sheet in terms of section 10(3)(a) and 11(1)(a) and (8) of the Land Registration (Scotland) Act 2012.

Burden 5

Deed of Conditions, registered 25 Jul. 2016, by BDW Trading Limited, Proprietor of the Development as after defined, contains real burdens &c., in the following terms, viz:

PART I INTERPRETATION

"Balcony" means the balcony projecting from and belonging exclusively to each of Plots 105, 106, 109, 110, 113, 114, 121, 122, 125, 126, 129 and 130;

"Block" means a building containing flatted dwellinghouses and any garden ground pertaining thereto;

"Bin and Cycle Stores" means the bin and bicycle stores tinted brown on the secondary layer of the cadastral map, an extract of which is included as supplementary data-2 to the title sheet;

"Common Parts" means in relation to a Block means (i) the solum, foundations, outside walls, gables and supporting members (but excluding any Balcony), the roof of the Block, the roof space (but excluding any part of the roof space contained in and exclusively serving a Flat), the Balcony structures and supports and other apparatus pertaining thereto, any chimney vents and stalks of the Block, any internal division walls between any Flat and any of the other Common Parts, (ii) the drains, soil and rainwater pipes, water supply pipes, tanks, cisterns, rhones, gutters, conductors, gas and electric mains, and all pipes, cables,

wires and transmitters and connections so far as used in common by the Proprietors of more than one Flat in the Block; any common electricity meter and any cables, pipes and connections thereto; any common electricity gas and meter cupboards; any services cupboards; (iii) any service risers, dry risers, any sprinkler system and associated apparatus or equipment forming part of the fire suppression and smoke removal system within a Block; (iv) any CCTV system and door entry system (but excluding the actual equipment within each Flat) (v) the entrance vestibule and the stairs within the Block, landings, stair railings and the walls and ceilings enclosing the same and the whole furnishing, wall and floor coverings and fittings pertaining thereto including the lighting and light fittings (vi) any lifts, lift shaft and relative machinery, wires, cables and electrical apparatus, any lighting in the lifts and all floor coverings, (vii) the Common Television Facilities and (viii) the whole parts and pertinents, fixtures and fittings of or in connection with a Block which are used in common by the Proprietors thereof;

"Common Television Facilities" means the common TV aerial, radio antennae and satellite dish/receiver or similar apparatus provided by the Developers to serve each Block within the Development and the associated cables, relative equipment and ducting;

"Developers" means us the said BDW Trading Limited and our successors as proprietors of the Remainder of the Development;

"Development" means Phase One of the residential housing development known as Liberton Grange at Alnwickhill, Edinburgh, edged brown on said secondary layer;

"Dwellinghouse" means a detached, terraced or semi-detached dwellinghouse situated on a Plot;

"Flat" means a flatted dwellinghouse whether in a Block or self-contained;

"Mutual Areas" means (a) the landscaped or amenity areas tinted green on said secondary layer, declaring for the avoidance of any doubt that the areas tinted green on said secondary layer shall extend to the outer face of any Balcony pertaining to a Flat and which Balcony shall belong exclusively to the Proprietor of the relevant Flat; (b) the drains, sewers, pipes, cables and connectors which are of common service; and (c) the walls, fences and other boundary enclosures of the Development; and the whole other parts which are used in common by the Proprietors;

"Plot" means an area of ground, together with any Dwellinghouse or Flat or other erections thereon, and any curtilage or garden ground pertaining thereto;

"Proprietor" means the party (or where granted in favour of more than one party, the parties, in which case, any obligations hereby imposed on them shall bind them jointly and severally) in whose favour a Disposition or other conveyance of a Flat or Dwellinghouse or any part thereof is granted as aforesaid and his successors, executors and assignees whomsoever, or in the case of a corporate persona its successors and assignees whomsoever;

"Remainder of the Development" means that part of the Development under exception of the Plots and the Blocks;

"Roads" means the internal roads, the footpavements and the other hard standing areas and parking spaces (including for the avoidance of doubt any disabled parking spaces), being the areas of ground tinted pink on said secondary layer and the grass verges tinted blue on said secondary layer;

"Shared Access Path" means the shared access path tinted yellow on said secondary layer and exclusively serving Plot numbers 97-131 inclusive;

"Shared Access Surface" means the shared access surface tinted mauve on said secondary layer and exclusively serving Plot numbers 93-96 inclusive;

"Statutory Undertaker" means any local or other public authority supplying utilities or service provider supplying utilities, whether statutory or otherwise, or any other relevant person or entity.

For the purposes of the above definitions the singular shall include the plural and any reference to the masculine gender shall include the feminine gender.

PART II REAL BURDENS

The real burdens listed below are imposed on the Development as community burdens and are enforceable by the owner of each Plot, including any Plot retained by the Developers.

(1). A: Restriction on use of Dwellinghouses

(i) A Plot shall be used solely for the purposes of erection thereon of not more than one Dwellinghouse with relative offices, and if desired, one garage;

(ii) Any alterations or additions made on or to a Dwellinghouse must conform in all respects to all relevant Local Authority, Town and Country Planning or other relevant statutes and current building regulations and must also comply with the terms of the Detailed Planning Permission (or any variation or variations thereof) obtained or implemented by the Developers for the original construction of the Development. While the Developers own any Plot within a one hundred metre radius of a Dwellinghouse to which alterations are proposed, those alterations will require the written consent of the Developers. All gas or electric installations shall comply with the requirements of the relevant Statutory Undertaker;

(iii) Any garage erected on a Plot shall be used as a private garage for the sole use by the Proprietor or the occupant of the Dwellinghouse erected on the same Plot and shall not be let separately therefrom nor used for any commercial or trading purpose;

(iv) Any Dwellinghouse shall be used as a private Dwellinghouse only, and for no other purpose whatsoever, and shall never in any way be sub-divided or occupied by more than one family at a time;

(v) Any Plot so far as not occupied by buildings, or by paths and driveways, shall be used as ornamental garden ground in front of the Dwellinghouse erected thereon, and at the side or sides and rear of the Dwellinghouse erected thereon as garden ground or drying area, and for no other purpose whatsoever. Any garden ground or drying area will be maintained in a neat and tidy condition, and kept free of weeds, rubbish and refuse, in all time coming. The level of garden ground or drying green will not be altered. No washing shall be hung forward of the front building line of the

Dwellinghouse;

(vi) No trade, business, manufacturing process or profession can be carried on in a Plot but home working is permitted if incidental only to the use of the Plot as a Dwellinghouse for residential use;

(vii) No board, card, banner, poster, plate or advertising notice of any kind (other than "For Sale" or "For Lease" signs) shall be placed on a Dwellinghouse or other building or buildings on a Plot, the walls or gates surrounding the same or on any other part of a Plot;

(viii) No poultry, ducks, pigeons, rabbits, bees or other livestock shall be kept on a Plot. Domestic animals are permitted within a Plot, provided such animals shall be kept under proper control at all times and do not cause a nuisance to adjoining Proprietors. All dogs shall be kept under control within the Development and shall at no time be allowed to run unfettered within the Development or to foul any part of the Development. There shall be no breeding of dogs, cats or any other animals or birds within a Plot;

(ix) No power boats, marine craft, trailers, caravans or vehicles other than private motor cars and motor cycles shall be parked or stored on a Plot or any part of the Development. The parking or storing of private motor cars or motor cycles on a Plot or on the Development, so as to cause an obstruction, is prohibited. Any vehicle which is deemed to be causing an obstruction will be removed from the Development. All Proprietors within the Development will be liable for the removal costs in equal shares. All vehicles parked within the Development shall be taxed, insured and roadworthy (i.e. hold a current M.O.T. Certificate or equivalent) at all times. No repairs to motor vehicles of any description shall be carried out on any part of the Development other than repairs to the Proprietor's own motor vehicles within the curtilage of their Plot;

(x) Only the Proprietors who have been allocated an exclusive car parking space within the Development shall have the right to park in the allocated car parking space;

(xi) No refuse or rubbish of any kind will be left or deposited on any part of the Development otherwise than in accordance with the recommendations of the Local Authority;

(xii) No television or radio antennae or satellite dish or similar apparatus will be erected on a Dwellinghouse or other building within a Plot, or on the walls or gates surrounding same, except from the rear or side of a Dwellinghouse or other building within a Plot, provided the television or radio antennae or satellite dish or similar apparatus (1) is not visible from any of the roadways and footpaths serving the Development, and (2) conforms in all respects to

any relevant Local Authority, Town and Country Planning or other relevant statutes and current building regulations;

(xiii) Nothing may be done within a Plot which may be deemed a nuisance or occasion disturbance to the other Proprietors in the Development or to their tenants or assignees or any other inhabitant in the neighbourhood;

(xiv) The Proprietors are prohibited from dropping the kerb and forming a pavement crossover entrance from the road to a car parking space or garage within a Plot without having first obtained all necessary Planning and other Local Authority consents.

(1) B: Restriction on use of Flats

(i) No alterations or additions shall be made on or to any of the Blocks or any Flat without the prior written consent of all parties having an interest therein. In particular, without prejudice to the foregoing generality, the cutting or boring of holes in common or party walls or in the plasterwork, plasterboard or other facing thereof is expressly prohibited. No additions shall be made to any of the Flats, including the Balcony, which would, or would be likely to, compromise the structural integrity of the Block within which the Flat is located. Any alterations or additions to a Block or Flat must conform in all respects to all relevant Local Authority, Town and Country Planning or other relevant statutes and current building regulations and must also comply with the terms of the Detailed Planning Permission (or any variation or variations thereof) obtained or implemented by the Developers for the original construction of the Development. While the Developers own any Flat within a Block to which alterations are proposed, those alterations will require the written consent of the Developers. All gas or electric installations shall comply with the requirements of the relevant statutory undertaker;

(ii) Any Flat shall be used as a private dwellinghouse only, and for no other purpose whatsoever, and shall never in any way be sub-divided or occupied by more than one family at a time;

(iii) No trade, business, manufacturing process or profession can be carried on in a Flat, but home working is permitted if incidental only to the use of the Flat as a dwellinghouse for residential use;

(iv) No board, card, plate or advertising notice of any kind (other than "For Sale" or "For Lease" signs) shall be placed on a Flat, or on any other part of a Block;

(v) No poultry, ducks, pigeons, rabbits, bees or other livestock shall be kept in a Flat or within any part of a Block or the Common Parts thereof. Domestic animals are permitted (subject to a maximum of two domestic animals per Flat), provided such animals shall be kept under proper control at all times and do not cause a nuisance to adjoining Proprietors. All dogs shall be kept under control within the Development and shall at no time be allowed to run unfettered within the Development or to foul any part of the Development. There shall be no breeding of dogs, cats or any other animals or birds within a Flat or within any part of a Block or the Common Parts thereof;

(vi) No power boats, marine craft, trailers, caravans or vehicles other than private motor cars and motor cycles shall be parked or stored on any part of the Development. The parking or storing of private motor cars or motor cycles within the Development, so as to cause an obstruction, is prohibited. Any vehicle which is deemed to be causing an obstruction will be removed from the Development. All Proprietors within the Development will be liable for the removal costs in equal shares. All vehicles parked within the Development shall be taxed and roadworthy (i.e. hold a current M.O.T. Certificate or equivalent) at all times. No repairs to motor vehicles of any description shall be carried out on any part of the Development other than repairs to the Proprietor's own motor vehicles within the curtilage of his own property;

(vii) Only the Proprietors who have been allocated an exclusive car parking space within the Development shall have the right to park in the allocated car parking space;

(viii) The storage of bicycles within any part of a Block which is not specifically designed for that purpose is prohibited;

(ix) No refuse or rubbish of any kind will be left or deposited on any part of the Development otherwise than in accordance with the recommendations of the Local Authority;

(x) Whereas the Common Television Facilities have been provided by the Developer for the benefit of the Blocks no additional television or radio antennae or satellite dish or similar apparatus will be erected on a Flat or on any part of the Block, the Mutual Areas or on the walls or dates surrounding the same by any of the Proprietors;

(xi) Nothing may be done within a Flat or within any part of a Block or the Common Parts thereof which may be deemed a nuisance or occasion disturbance to the other Proprietors in the Development or to their tenants or assignees or any other inhabitant in the neighbourhood;

(xii) The Proprietors in each Block shall be bound to adhere to a common colour scheme in respect of the exterior parts of that Block and the Flats therein, the Common Parts thereof and any bin or cycle store pertaining thereto, and which common colour scheme shall, if departing from the then existing colour scheme, require the approval of a majority of the Proprietors in that Block;

(xiii) No clothes lines shall be attached to or suspended from any part of the exterior walls or downpipes and no clothes poles, drying lines or rotary clothes dryers shall be erected on the Mutual Areas nor shall they be attached to or suspended from or placed on any part of a Block or any window or any Balcony or from any part of the exterior walls of a Flat or Block;

(xiv) No garbage cans, ash buckets, or any other refuse receptacles shall be left or deposited other than in the bin stores or bin areas provided for that purpose;

(xv) The roof space within a Block may be used by the Proprietor(s) of Flat(s) on the top floor of the Block for storage purposes only (except the storage of refuse or other harmful or dangerous materials which is expressly prohibited). Each Proprietor shall have the right to retain in the attic or loft any water cistern and pipes or other transmitters existing at the time

of completion of the Block. Each Proprietor shall have all necessary rights of access for maintenance, cleaning and repair of same on giving at least 72 hours notice to the Proprietor(s) of the Flat(s) on the top floor of the Block (except in the case of emergency when immediate access will be given);

(xvi) No sheds, storage boxes, heaters or furniture can be kept on the Balcony pertaining to a Flat, other than such items of garden furniture as may reasonably be required by each Proprietor.

(2) A: Maintenance of the Dwellinghouses

(i) The Proprietor of each Dwellinghouse shall maintain his Plot and all buildings thereon in good order and repair in all time coming;

(ii) Where any Dwellinghouse is semi-detached or terraced or where any garage may be semi-detached or terraced the common gable(s) between that Dwellinghouse and/or garage and the adjoining subjects shall be mutual and shall be maintained, repaired and, when necessary, renewed at the joint and equal expense of the adjoining Proprietors in all time coming;

(iii) Where the Proprietors of two or more Plots have a common right of property in any subjects each Proprietor shall be bound to uphold and maintain in good order and repair in all time coming (and in the event of damage or destruction, restore or renew) the said subjects paying one share of the cost of so doing for each Plot owned by him.

B: Maintenance of the Flats

(i) The Proprietor of each Flat shall maintain his Flat and the pertinents thereof in good order and repair in all time coming and shall take all appropriate steps to prevent damage to the fabric of the Block of which the 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 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;

(ii) Where the Proprietors of two or more Flats have a common right of property in any subjects each Proprietor shall be bound to uphold and maintain in good order and repair in all time coming (and in the event of damage or destruction, restore or renew) the said subjects paying one share of the cost of so doing for each Flat owned by him;

(iii) 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.

C: Maintenance of Roads

(i) The Proprietor of each Plot shall contribute in all time coming to the whole costs of the maintenance, repair and where necessary renewal of the Roads on a joint and equal basis, and until such time as the same or any part of them may be taken over for future maintenance by any public or local authority without implying any duty on the public or local authority or such body or bodies so to do;

D: Maintenance of Shared Access Path

The Proprietors of Plot numbers 97-131 inclusive will each be granted a right in common to the Shared Access Path;

The Proprietors of Plot numbers 97-131 inclusive shall each contribute to the whole costs of the management, maintenance, repair and where necessary renewal of the Shared Access Path on a joint and equal basis; and

The Proprietors of Plot numbers 97-131 inclusive shall each be bound jointly with each other to keep the Shared Access Path in good order and in a neat and tidy condition and free from obstruction in all time coming;

E: Maintenance of Shared Access Surface

The Proprietors of Plot numbers 93-96 inclusive will each be granted a right in common to the Shared Access Surface;

The Proprietors of Plot numbers 93-96 inclusive shall each contribute to the whole costs of the management, maintenance, repair and where necessary renewal of the Shared Access Surface on a joint and equal basis; and

The Proprietors of Plot numbers 93-96 inclusive shall each be bound jointly with each other to keep the Shared Access Surface in good order and in a neat and tidy condition and free from obstruction in all time coming.

F: Maintenance of the Bin and Cycle Stores

The Proprietors of the Flats will each be granted a right in common to the Bin and Cycle Stores;

The Proprietors of the Flats shall each contribute to the whole costs of the management, maintenance, repair and where necessary renewal of the Bin and Cycle Stores on a joint and equal basis declaring for the avoidance of doubt that the management, maintenance, repair and where necessary renewal of the same will include all necessary works required to maintain the status of the Bin and Cycle Stores, or any part thereof, as a Listed Building; and

The Proprietors of the Flats shall each be bound jointly with each other to keep Bin and Cycle Stores in good order and in a neat and tidy condition and free from obstruction in all time coming.

(3) A: Insurance of Dwellinghouses

(i) The Proprietor of each Plot shall be bound to insure his Dwellinghouse and other buildings erected thereon against loss by fire and other usual risks normally covered by a homeowners comprehensive insurance policy (including without prejudice to the foregoing generality damage caused by flooding or escape of water) with an insurance company of good standing for the full reinstatement value thereof;

(ii) Any Dwellinghouse or other building or buildings or any part or parts thereof which are destroyed or damaged, will be restored within one year of the date of such destruction or damage to at least the value thereof immediately prior to such destruction or damage. The whole sums received from the insurance company or companies shall be expended in re-erecting the said Dwellinghouse or other building or buildings or repairing the damage. The Dwellinghouse or other building or buildings shall be reor restored so as to be in all respects consistent with the provisions and conditions herein contained.

B: Insurance of the Flats

(i) The Proprietors of each Flat shall be bound to concur with each other and with any Manager appointed in terms of Part IV hereof or any factor or person(s) appointed in terms of clause 8 hereof in effecting a common insurance policy or policies covering each Flat, Block and the Common Parts thereof including any bin and cycle store pertaining to any Block or Flat, including for the avoidance of doubt the Bin and Cycle Stores, against loss by fire and other usual risks normally covered by a homeowners comprehensive insurance policy (including without prejudice to the foregoing generality damage caused by flooding or escape of water) with an insurance company of good standing for the full reinstatement value thereof. The cost of premiums for such common insurance will be paid by the Proprietors of the Flats in the Block in equal shares;

(ii) Any Flat, or Block or any part thereof which is destroyed or damaged, will be restored within one year of the date of such destruction or damage to at least the value thereof immediately prior to such destruction or damage. The whole sums received from the insurance company or companies shall be expended in re-erecting the said Block or any part thereof or repairing the damage. The Block or any part thereof shall be re-erected or restored so as to be in all respects consistent with the provisions and conditions herein contained.

C: Insurance of the Mutual Areas

(i) The Proprietors of each Plot shall be bound to concur with each other and with any Manager appointed in terms of Part IV hereof or any factor or person(s) appointed in terms of clause 8 hereof in effecting a common insurance policy or policies (if any) covering the Mutual Areas against loss by fire and other usual risks (including without prejudice to the foregoing generality public liability insurance/third party insurance) normally covered by a comprehensive insurance policy with an insurance company of good standing for the full reinstatement value thereof. The cost of premiums for such common insurance will be paid by the Proprietors of the Plots in equal shares;

(4) Boundary walls and fences

(i) Fences, walls or concrete edgings forming divisions between adjoining Plots or Blocks are erected as to one-half of the width on each of such adjoining Plots or Blocks and shall be maintained in good and sufficient repair, and shall be renewed (if necessary) by the adjoining Proprietors, at joint and equal cost of the adjoining Proprietors;

(ii) Where part of a boundary is formed by the wall of a garage and there is no adjoining garage on the adjoining Plot, the maintenance of such wall shall be the sole responsibility of the Proprietor of the garage;

(iii) Boundary walls, fences or concrete edgings separating a Plot or Block from any path, pavement, street, road, amenity area, open space or play area within the Development, or a neighbouring property not forming part of the Development shall be erected wholly on the Plot or Block and shall be maintained in good and sufficient repair and when necessary, shall be renewed all at the sole cost of the Proprietor(s) thereof;

(iv) The Proprietors of each Plot and each Block shall be jointly and equally bound and obliged to meet the cost of and to free and relieve the Developers of all obligations for the erection (so far as not done by the Developers), maintenance and repair of all boundary enclosures forming part of the Development;

(v) No alteration or addition shall be made to any fences, walls, concrete edgings or any other form of boundary enclosure without the prior written consent of all parties having an interest therein;

(vi) Where any parts of the Development (including parts of individual Plots) are designated by the Developers or by the Local Roads Authority as "sight lines" or "visibility splays", no trees, shrubs or other plants shall be permitted thereon, nor shall any fences, walls, any other form of boundary enclosure or other erections of any nature be erected thereon unless the height is below the maximum height permitted from time to time by the said Roads Authority in their regulations governing visibility splays and sight lines;

(vii) No edging of any kind delineating a sight line, visibility splay or service strip within the Development shall be removed;

(viii) The said sight lines or visibility splays will be clearly marked on the plans annexed to the title deeds of each Plot or Flat affected thereby;

(ix) No Proprietor shall ever have a claim against the Developers in respect of the maintenance, repair or erection of any fences, walls or concrete edgings.

(5) Roads and Services

(i) Whereas all necessary roads, pavements, footpaths and other utilities serving the Development shall in the first instance be constructed by the Developers to the respective specifications required by the appropriate Local Authority, the same in so far as of common service, shall upon completion to the required specification, and upon completion of the last

Dwellinghouse or Flat within the Development (as evidenced by the issue of a Certificate of Completion under the Building Acts) be maintained and repaired and, when necessary renewed, at the joint and equal expense of the Proprietors of each of the Plots, and that until the same or any of them may be taken over for future maintenance by any public or local authority without implying any duty on the public or local authority or such body or bodies so to do;

(ii) The main sewer shall be formed on behalf of Scottish Water or other relevant authority. The Proprietor of a Plot or Block is responsible for the maintenance of the branch pipe or pipes serving his Plot or Block;

(iii) Where any sewer, drain or other service pipe or cable is common to two or more Dwellinghouses or Flats the expense of maintaining or renewing such sewer, drain or other service pipe or cable shall be shared equally by the Proprietors of the said Dwellinghouses or Flats using such common sewer, drain or other service pipe or cable. Where sewer or drainage pipes or others pass from one Plot or Block through another Plot or Block in order to connect up with any common or public sewer, drain or others, the Plot(s) or Block(s) through which the connecting sewer or drainage pipes or others pass shall be subject to a servitude right and wayleave for such connecting sewer or drainage pipes or others and that in favour of the parties using the same who shall be entitled to access thereto when required for the purpose of inspecting, maintaining, renewing or altering the levels of the same on all necessary occasions but subject always to making good and restoring all damage to the surface of the affected Plot or Block and the buildings thereon occasioned thereby;

(iv) No building or buildings shall be erected over the line of any connecting sewer or drainage pipe or pipes or others or any part thereof without the prior written consent of the Local Authority and Scottish Water or other service utilities and should such consent be granted, the Proprietors shall be bound to protect or re-lay the said connecting sewer or drainage pipes or others at their sole expense to the satisfaction of the Local Authority and Scottish Water or other service utilities;

(v) A "service strip" means (i) a grass verge spanning from the road kerb to the heel kerb under or through which mains pipes, drains, sewers, cables and/or wires are led and/ or

(ii) part of the driveway, grass verge or hardstanding area forming part of a Plot as identified on the plan attached to the title deed of the relevant Plot. The roads authority and/or any Statutory Undertaker may take over the aforesaid service strips or any part thereof and/or the mains pipes, drains, sewers, cables and/or wires located within the same for future maintenance in which case where a service strip forms part of a Plot, the Proprietor thereof shall be deemed to have consented to the vesting of any service media therein in the roads authority or the relevant Statutory Undertaker and will co-operate and provide any necessary assistance to the Developer, roads authority or the relevant Statutory Undertaker with regard to the adoption process. Any service strip within a Plot or Block will be clearly marked on the plan attached to the title deed of the relevant Plot or Flat. The service strips shall be kept in a neat and tidy condition. Nothing can be planted or allowed to grow on a service strip other than grass seeding or turf. No building or other structure will be erected

on a service strip. A service strip must be kept clear of all surface and underground obstructions. Any existing block paviers on a service strip must be left undisturbed. Nothing must be done which would be likely to damage any pipes, ducts, cables or other apparatus within a service strip, or make access to such apparatus more difficult or expensive, or alter the surface level of the service strip;

(vi) A "wayleave" means any area or conduit under or through which mains pipes, drains, sewers, cables, wires and other services are led which is not a service strip. Any wayleave within a Plot or Block will be clearly marked on the plan attached to the title deed of the relevant Plot or Flat. No building or other structure can be erected on a wayleave and no trees shall be planted along the route of a wayleave. Nothing must be done along the route of a wayleave which would be likely to damage any pipes, ducts, cables or other apparatus within the wayleave, or make access to such apparatus more difficult or expensive, or alter the surface level of the wayleave.

(6) Mutual Areas and Common Parts

(i) Each Proprietor, will be granted a right in common to the Mutual Areas;

(ii) Each Proprietor, shall contribute to the whole costs of the management, maintenance, repair and where necessary renewal of the Mutual Areas on a joint and equal basis;

(iii) Each Proprietor of the Flats will be granted a right in common with the Proprietors of the other Flats in the same Block in and to the Common Parts;

(iv) Each Proprietor of the Flats shall contribute to the whole costs of the management, maintenance, repair and where necessary renewal of the Common Parts of the Block within which his Flat is located on a joint and equal basis with the Proprietors of the other Flats within the same Block;

(v) Each Proprietor shall be bound jointly with every other Proprietor to keep the Mutual Areas in good order and in a neat and tidy condition in all time coming;

(vi) Each Proprietor of the Flats shall be bound jointly with every other Proprietor of the Flats within the same Block to keep the Common Parts of the Block in good order and in a neat and tidy condition in all time coming;

(x) It is declared that the Roads, all access roads and ways, pavements, footpaths, ornamental, amenity ground, play areas and other amenity areas within the Development shall be for the mutual use and benefit of all the Proprietors and the Developers;

(7) Maintenance of Mutual Areas. Common Parts. Roads. Shared Access Path, Shared Access Surface and Bin and Cycle Stores

Except where the Manager Burdens in Part IV hereof apply, the Proprietors may make decisions in respect of matters specified in clause (7) (4) (Matters on which decisions may be made) hereof at any meeting called in accordance with this clause;

(1) Meetings

- (i) A meeting may be called by (a) the Proprietors of one third of the Plots, or (b) the factor and may be held at such reasonably convenient time and place (but excepting weekends and public holidays) as they or he may determine;
- (ii) A meeting is called by sending to each Proprietor, not later than seven days before the day fixed for the meeting, a notice stating:- (a) the date and time fixed for the meeting, (b) the place where it is to be held, and (c) the business to be transacted at the meeting;
- (iii) Any inadvertent failure to comply with clause 7 (1)(ii) as respects any Proprietor does not affect the validity of proceeding at a meeting;
- (iv) A Proprietor may appoint a mandatory to attend the meeting and to vote on his behalf.

(2) Conduct of meeting

- (i) A meeting is not to begin unless there is present or represented a quorum, that is to say, one third of the Proprietors of the Plots;
- (ii) If there is still no quorum thirty minutes after the time fixed for the meeting then:-
 - (a) the meeting is to be postponed until such time and date (being not less than seven nor more than twenty-eight days later) as may be specified by the factor (or, if the factor is not present, by a majority of the Proprietors present or represented), and
 - (b) the factor (or the Proprietor) is to send to each Proprietor a notice stating the date and time fixed for the postponed meeting and the place where it is to be held;
 - (iii) A meeting may be postponed only once; and if at a postponed meeting the foregoing provisions as respects a quorum are not satisfied, then the Proprietors who are present or represented are to be deemed a quorum;
 - (iv) If a meeting has begun, it may continue even if the number of members present or represented ceases to be a quorum;
 - (v) The Proprietors present or represented are to elect one of their number or the factor to be chairman of the meeting;
 - (vi) The chairman is to arrange for a person to take minutes of the meeting;
 - (vii) Any Proprietor present or represented may nominate additional business to be transacted.

(3) Voting

- (i) One vote is allocated to each Dwellinghouse and each Flat, and any right to vote is exercisable by the Proprietor of that Dwellinghouse or Flat or his mandatory;
- (ii) If a Dwellinghouse or Flat is owned by two or more persons, the vote allocated to that Dwellinghouse or Flat may be exercised by either (or any) of them; but if these persons

disagree as to how the vote should be cast then no vote is to be counted for that Dwellinghouse or Flat;

(iii) A decision is made by majority vote of all the votes cast;

(iv) But where the Developers are Proprietor of any Dwellinghouse or Flat, no decision is made unless it is supported by the vote for that Dwellinghouse or Flat;

(v) A decision on a matter specified in clause (7) (4) (Matters on which decisions may be made) is binding on all the Proprietors and on their successors as Proprietors.

(4) Matters on which decisions may be made

4.1 At a meeting the Proprietors may decide:-

(a) to appoint a person as factor on such terms as they may specify;

(b) to confer on the factor the right to exercise such of their powers as they may specify, including;

(i) the power to make a binding decision on the matters mentioned in paragraphs (e) and (f) below, and

(ii) the power to enforce any rule;

(c) to revoke, or vary, the right to exercise such of the powers conferred under paragraphs (b) above as they may specify;

(d) to dismiss the factor;

(e) to order maintenance, repairs, decoration and other operations in respect of the Mutual Areas, Common Parts, Roads, Shared Access Path, Shared Access Surface and the Bin and Cycle Stores;

(f) to employ such gardeners, cleaners and other staff as may be required for the maintenance and preservation of the Mutual Areas, Common Parts, Roads, Shared Access Path, Shared Access Surface and the Bin and Cycle Stores;

(g) to fix the amount of the bi-annual maintenance charge, hereinafter referred to;

(h) to fix the amount of the initial deposit, hereinafter referred to;

(i) to nominate a person to collect, on behalf of the Proprietors, the bi-annual maintenance charge or the initial deposit;

(j) to arrange a common insurance policy or policies in terms of clause (3) hereof; and

(k) to modify or revoke any previous decision.

4.2 Notwithstanding the terms of Condition 4.1 above:-

(a) At a meeting of the Proprietors of the Plots, only the Proprietors of the Flats may decide:-

(i) To order maintenance, repairs and other operations in respect of the Common Parts pertaining to a Block; and

(ii) To employ such cleaners and other staff as may be required for the maintenance and preservation of the Common Parts pertaining to a Block.

(b) At a meeting, the proprietors of the Plots numbers 97-131 inclusive within the Development, and only those proprietors, may decide:-

(i) to order maintenance, repairs and other operations in respect of Shared Access Path;

(ii) to employ such cleaners and other staff as may be required for the maintenance and preservation of Shared Access Path.

(c) At a meeting the proprietors of the Plots numbers 93-96 inclusive within the Development, and only those proprietors, may decide:-

(i) to order maintenance, repairs and other operations in respect of Shared Access Surface;

(ii) to employ such cleaners and other staff as may be required for the maintenance and preservation of Shared Access Surface.

(d) At a meeting the proprietors of the Plots, only the Proprietors of the Flats may decide:-

(i) to order maintenance, repairs and other operations in respect of the Bin and Cycle Stores;

(ii) to employ such cleaners and other staff as may be required for the maintenance and preservation of the Bin and Cycle Stores

(5) Liability for costs

(i) Maintenance and other costs arising out of a binding decision on a matter specified in clause (7) (4) (Matters on which decisions may be made) hereof insofar as they relate to the Mutual Areas are shared equally among the Dwellinghouses and Flats, and each Proprietor is liable accordingly;

(ii) Maintenance and other costs arising out of a binding decision on a matter specified in clause (7) (4) (Matters on which decisions may be made) hereof insofar as they relate to the Common Parts are shared equally among the Flats within the affected Block, and each Proprietor of a Flat within that Block is liable accordingly;

(iii) Maintenance and other costs arising out of a binding decision on a matter specified in clause (7) (4) (Matters on which decisions may be made) hereof insofar as they relate to Shared Access Path are shared equally amongst the proprietors of Plot numbers 97-131 inclusive within the Development and each proprietor of Plot numbers 97-131 inclusive within the Development is liable accordingly;

(iv) Maintenance and other costs arising out of a binding decision on a matter specified in clause (7) (4) (Matters on which decisions may be made) hereof insofar as they relate to Shared Access Surface are shared equally amongst the proprietors of Plot numbers 93-96 inclusive within the Development and each proprietor of Plot numbers 93-96 inclusive within the Development are liable accordingly;

(v) Maintenance and other costs arising out of a binding decision on a matter specified in clause (7) (4) (Matters on which decisions may be made) hereof insofar as they relate to the Bin and Cycle Stores are shared equally amongst the proprietors of the Flats within the Development and each proprietor of a Flat within the Development is liable accordingly;

(vi) The factor can recover unpaid costs on behalf of the Proprietors and may do so in his own name;

(vii) Where a cost cannot be recovered from a Proprietor for some reason such as that:-

(a) the estate of that Proprietor has been sequestrated, or

(b) that Proprietor cannot, by reasonable inquiry, be identified or found, then that share must be paid by the other proprietors equally.

(6) Bi-Annual maintenance charge

(i) On the 15th May or/and 15th November or such other date(s) as the factor in their sole discretion may decide of each year each Proprietor must pay to the factor (or to a person nominated for that purpose) the bi-annual maintenance charge fixed in accordance with clause (7) (4) (g) above;

(ii) In the event of a Proprietor not making payment within one month of such payment being demanded, such Proprietor shall be liable to pay interest on the outstanding maintenance charge at a rate equivalent to Five per cent per annum above the base lending rate of the Bank of Scotland from the date of demand until payment in full;

(iii) The bi-annual maintenance charge is an advance payment in respect of a Proprietor's liability under clause (7) (5) (Liability for costs) hereof;

(iv) Where, in any year the bi-annual maintenance charge exceeds a Proprietor's liability under clause (7) (5) (Liability for costs) hereof, the excess is to be retained as an advance payment for liability in subsequent years;

(v) If requested to do so by any Proprietor in writing, the factor must within two months of the written request make available:- (a) at a meeting of the Proprietors, or (b) if the Proprietor so requests, at the factor's place of business, a full vouched statement of account of his intromissions in respect of the preceding twelve months

(vi) All sums held by the factor in respect of the Development (whether by virtue of this or any other clause) are held by him in trust for the Proprietors.

(7) Initial deposit

(i) On taking entry to a Dwellinghouse or Flat, a Proprietor, must pay to either (a) the factor, (b) a person nominated for that purpose, or (c) in a case where Part IV applies, the Developers, if so required, the initial deposit;

(ii) The initial deposit is ONE HUNDRED POUNDS (£100) for each Dwellinghouse and THREE HUNDRED AND FIFTY POUNDS (£350) for each Flat or such other sum as may be fixed in accordance with clause (7) (4) (h) hereof;

(iii) On ceasing to be Proprietor of a Dwellinghouse or Flat a person is entitled to repayment of the initial deposit paid:- (a) without interest, and (b) under deduction of any sums due by that person under clause (7) (5) (Liability for Costs), but no payment is due until the initial deposit has been paid by the new Proprietor of the Dwellinghouse or Flat.

(8) Factor

(i) Whereas the initial factor shall be appointed by the Developers in their capacity as Manager in accordance with Part IV hereof, the initial factor's appointment shall continue until the factor shall either be dismissed in accordance with Clause (7)(4)(d) hereof by the Manager or Proprietors or the factor has resigned.

PART III SERVITUDES

A: Community Servitudes

Benefited and burdened properties

(i) The rights in this clause are imposed as servitudes on the Development, each Plot and Block in favour of each Plot, Block and the Flats within each Block as the context so permits.

Use of roads

(ii) There is a right of access for pedestrian and vehicular traffic over the Roads, any other roads, footpaths, and lanes within the Development.

Access for repairs

(iii) For the purpose of inspecting, cleaning, repairing and renewing:-

(a) any building, wall, fence or other structure erected on; or

(b) the drains, sewers, electric cables, gas and water mains, and other pipes, cables and enclosed units serving;

a Plot or a Block there is a right of access over, and use of any other Plot or Block. This includes a right to erect scaffolding. But the right may be exercised only where:-

(a) it is reasonably necessary for the purpose in question; and

(b) reasonable notice has been given (except in case of emergency).

B: Development servitudes

Benefited and burdened properties

(i) The rights in this clause are imposed as servitudes on the Development in favour of:-

(a) the Benefited Property, that is to say, in favour of:-

(i) each Plot, Block and the Flats within each Block as the context so permits;

(ii) any electricity sub-stations, feeder pillar sites or gas governors or pressure installations, within the Development; and

(b) any Statutory Undertaker, service provider and or utility provider.

Service media

(ii) There is a right to lead pipes, drains, cables, wires or other enclosed units over or under the Development or any part thereof for sewage, electricity, gas, water and all other necessary purposes.

(iii) This includes a right:-

(a) to install, construct and lay drains, sewers, electric cables, gas and water mains, and other pipes, cables and enclosed units.

(b) to connect into such drains, sewers, electric cables, gas and water mains, and other pipes, cables and enclosed units as already exist or are installed by virtue of paragraph (a), and

(c) to carry out all necessary acts of inspection, maintenance upgrade and renewal.

Together with all necessary rights of access as required in relation to the exercise of these rights.

(iv) The Developers reserve the right to grant or confer upon any Statutory Undertaker the rights referred to in paragraphs B(ii) and (iii) of this Part III.

Use of roads

(v) There is a right of access for pedestrian and vehicular traffic (including construction traffic) over all Roads and all other roads, footpaths, and lanes within the Development.

(vi) This includes a right to form, construct, re-design, and re-align the roads, footpaths, parking spaces and lanes; Declaring that this right may not be exercised by the proprietors of any electricity sub-stations or gas governors within the Development.

Extent and duration

(vii) The rights conferred by this clause may be exercised in respect of any current or future development of the Benefited Property (including development for housing).

(viii) Except for the right mentioned in Clause B (ii) and (iii) (Service media) and (iv), the rights conferred by this clause are extinguished in respect of any Plot or Flat of the Benefited Property when that Plot or Flat ceases to be owned by the Developers.

C: Building servitudes

Benefited and burdened properties

(i) The rights in this clause are imposed as servitudes on the Mutual Areas, each Plot, Block and the Flats within each Block as the context so permits in favour of the Development and in respect of clause (v) hereof also in favour of the roads authority and any Statutory Undertaker.

Access for construction

(ii) There is a right of access for the purposes of the erection of a Dwellinghouse, Flat or Block or other structure including walls, fences, roads, pavements and landscaping on any other Plot or Block.

(iii) This includes a right: -

- (a) to erect and dismantle scaffolding;
- (b) to move or remove part or parts of any wall or fence.
- (c) to intrude into the airspace of any Plot or Block.

Re-positioning of fences

(iv) There is a right to re-position any boundary wall or fence so as to accord with the title plans.

Access to service strips, visibility splays and wayleaves

(v) There is a right of access to all services strips, visibility splays and wayleaves including a right to inspect, maintain, renew and re-establish same with a right of relief against the Proprietor of such service strips, visibility splays and wayleaves where same have to be re-established.

D: Grant of Servitudes

Benefited and burdened properties

(i) The following burden is imposed as a real burden upon each Plot in favour of the Development:

In the event that any Statutory Undertaker shall require the Developers to grant a deed of servitude or wayleave in their favour in connection with Development, the proprietor of each Plot shall be bound to enter into such deed of servitude or wayleave as may be acceptable to the Statutory Undertaker, acting reasonably.

E: Manner of exercise of rights

In the exercise of the rights conferred by this Part, disturbance and inconvenience must be kept to a minimum, and all damage must be made good.

PART IV MANAGER BURDENS

The Development is subject to the following Manager Burdens in favour of the Developers, who for the avoidance of doubt, are hereby appointed as Manager in terms of Section 63 of the Title Conditions (Scotland) Act 2003:

(i) These Manager Burdens will apply:

(a) for the period of five years beginning with the date on which this is registered in the Land Register of Scotland; or

(b) for the period during which the Developers are proprietors of one Dwellinghouse or Flat or part of the Development;

whichever is the shorter;

(ii) The Manager will make decisions in respect of the matters specified in Clause (7) (4) (Matters on which decisions may be made) and any such decision is binding on each Proprietor and their successors as Proprietors;

(iii) For the avoidance of doubt, the Developers shall be entitled to assign their appointment as Manager to their successors as proprietors of the Remainder of the Development.

(iv) Without prejudice to the foregoing the Developers may appoint the initial factor for the Development for a period of up to five years.

Note 1: The Mutual Areas tinted green on supplementary data-2 to the title sheet have, in so far as affecting shared plot title MID197233, been tinted pink on the cadastral map for cadastral unit MID197233.

Note 2: The Shared Access Surface tinted mauve on the said supplementary data has, in so far as affecting shared plot title MID197238, been tinted pink on the cadastral map for cadastral unit MID197238.

Note 3: The Shared Access Path tinted yellow on the said supplementary data has, in so far as affecting shared plot title MID199120, been tinted pink on the cadastral map for cadastral unit MID199120.

Note 4: Plot Numbers 93-96 are now known as 1, 3, 5 and 7 Portmore Drive, Edinburgh.

Note 5: Plot Numbers 97-131 are now known as 1, 3 and 5 Cowgill Gardens, and Blocks 7 and 9 Cowgill Gardens, Edinburgh.

Burden 6

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.

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

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