



Title Information: KNC364

Search summary

Date/Time of search 07-02-2025 10:19:09

Transaction number SCO-20272213

User Reference

Section A

KNC364

Property

Date of first registration	04-07-1996
Date title sheet updated to	24-02-2021
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	NO 7464
Title Number	KNC364
Cadastral Unit	KNC364
Sasine Search	<u>25036</u>
Property address	2 SCOTSTON TERRACE, ST. CYRUS, MONTROSE DD100BR

Description

Subjects 2 SCOTSTON TERRACE, ST. CYRUS, MONTROSE DD10 0BR tinted pink and yellow on the Title Plan, together with (One) (a) all rights in and to the boundary walls and fences of the whole subjects being 0.70 hectare (under exception) and additional ground all at Morphie Drive, St Cyrus so far as these form part of or adjoin the subjects in this Title and (b) a right in common with the respective adjoining proprietors in and to the boundary enclosures and mutual gable (where applicable) separating the subjects in this Title from the adjoining subjects lying to the east and west which form 13 Scotston Place and 4 Scotston Terrace, (Two) all necessary rights of access to and egress from the subjects in this Title and (Three) the rights specified in the Deed of Conditions in Entry 3 of the Burdens Section.

Notes

1. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Disposition in Entry 1 and in the Deed of Conditions in Entry 3 of the Burdens Section.

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Section B

KNC364

Proprietorship

KEENAN HURRELL Flat 4 Lainston Grange, Appley Rise, Ryde, PO33 1LF.

Entry number	1
Date of registration	24-02-2021
Date of Entry	10-02-2021
Consideration	£170,550.00

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Section C

KNC364

Securities

There are no entries.

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Section D

KNC364

Burdens

Number of Burdens: 4

Burden 1

Feu Disposition by Kincardine and Deeside District Council (who and whose successors are hereinafter referred to as the Superiors) to Stewart Milne Group Limited and their successors and assignees (hereinafter referred to as the Feuars) recorded G.R.S. (Kincardine) 7 Dec. 1995, of 0.70 hectares, bounded by Morphie Drive, St. Cyrus (hereinafter referred to as the Feu) of which the subjects in this Title form part, contains the following burdens:

Reserving to us and our successors as Superiors of the feu

(A) the whole mines, metals and minerals within the feu with power (without entering on the surface of the feu) to work and carry away the same upon payment to the feuars of such damage as may thereby be occasioned to the surface of the feu or buildings thereon as the same shall be ascertained failing agreement by an Arbiter to be appointed by the Sheriff of Grampian Highland and Islands at Aberdeen and

(B) all rights of way, servitudes and water rights as presently existing whether formally constituted or not, affecting the feu; and ALSO WITH AND UNDER the burdens, conditions, provisions, prohibitions, declarations, reservations, irritant and resolute clauses and other following (all hereinafter referred to as "the feuing conditions") videlicet:-

(FIRST)

in respect that the Feuars intend to carry out a residential development comprising not more than twenty dwellinghouses and relative offices according to plans and specifications which have been approved by the Superiors as the Local Planning Authority and which when erected, shall be maintained and upheld by the Feuars in all time thereafter; and the Feuars shall be bound to re-erect and maintain other buildings of equal value thereon in all time coming in the event that the said buildings should by any agency be destroyed;

(SECOND)

the twenty dwellinghouses and relative offices erected on the subjects hereinbefore disposed shall be made available for the provision of low cost homes targeted specifically at those on low incomes who can demonstrate that they would be unable to purchase accommodation to suit their needs unaided on the open market;

(THIRD)

the Feuars shall be bound in all time coming to maintain the feu and the pathways therein in a neat and tidy condition and the erections thereon in good order and repair;

(FOURTH)

the Feuars shall be bound

(A) to maintain, where already existing dykes and fences enclosing the feu to the relief of the Superiors; and

(B) where no dyke or fence exists to erect and complete wholly within the feu within twelve months of 17 Nov. 1995 and thereafter to maintain in all time coming suitable dykes or fences of a type or design approved by the Superiors to enclose the feu all wholly at their own expense and to the relief of the Superiors;

(FIFTH)

the Feuars shall be bound to provide for the egress from the feu of all surface water and sewerage and they shall relieve the Superiors of all liability, public or otherwise in connection therewith and shall carry out at their own expense such works as may be in the interests of sanitation called for by the Local Authority;

(SIXTH)

the Feuars are expressly prohibited from erecting on the feu any buildings other than the twenty dwellinghouses with offices attached as referred to in Clause (First) hereof (except where the Superiors and their successors shall have consented to such additional or amended buildings) and from selling, wines, spirits and malt liquors or allowing the same to be consumed for profit on any part of the feu or using any part of the feu in any trade or business whatsoever or for any purpose whatsoever other than for residential purposes as aforesaid and for causing or permitting to be caused on the feu anything which in the reasonable opinion of the Superiors may be deemed a nuisance or harmful to the amenity of the neighbourhood of the feu and the ground unbuilt thereon (except insofar as laid out as service or access roads) shall be used exclusively for garden or amenity ground only;

(SEVENTH)

it shall not be in the power of the said Stewart Milne Group Limited or their assignees or successors in ownership of or having power of sale of the subjects hereby disposed or any part thereof to sell, alienate or dispose of the said subjects or any part thereof to any person (except under statutory authority or compulsion) until the Purchasers of the proposed dwellinghouses execute a Standard Security requiring repayment of the agreed proportion for a period of five years from 17 Nov. 1995 in favour of us the said Kincardine and Deeside District Council or our successors and assignees;

(EIGHTH)

in the event of the Feuars failing to observe or contravening any of the conditions or others abovementioned then and in any of these cases, this Feu Disposition and all following thereon

shall in the option of the Superiors become null and void and the feu and the whole buildings and erections thereon shall revert and belong to the Superiors.

Burden 2

Contract of Excambion, recorded G.R.S. (Kincardine) 6 Feb. 1996 containing (I) Disposition by Stewart Milne Group Limited to Hanover (Scotland) Housing Association Limited and their successors and assignees, of ground at the junction of Morphie Drive and Scotston Terrace, St Cyrus, contains the following burdens, there is reserved in favour of the said Stewart Milne Group Limited and their foresaids (1) a heritable and irredeemable servitude right of way for pedestrian and vehicular traffic (including construction traffic) in all time coming over the subjects in the first place disposed for the purposes of access to and egress from the area extending to 0.7 hectares, (being the subjects referred to in Entry 1 and hereinafter referred to as the development site) and (2) a heritable and irredeemable servitude right of wayleave to install and maintain in, under or over the subjects in the first place disposed all pipes, drains, sewers, cables and other service media, as may be required to service the residential development of the development site with all necessary rights of access thereto for the purposes of inspection, maintenance and renewal subject to Stewart Milne Group Limited and their foresaids making good any surface damage occasioned thereby and (II) Disposition by Hanover (Scotland) Housing Association Limited to Stewart Milne Group Limited and their successors and assignees, of ground at the junction of Morphie Drive and Scotston Terrace, St Cyrus, contains the following rights and burdens, together with (1) a heritable and irredeemable servitude right of way for pedestrian and vehicular traffic (including construction traffic) in all time coming over the access roadway (being an access roadway referred to in Disposition in favour of Hanover (Scotland) Housing Association Limited, recorded G.R.S. (Kincardine) 7 Dec. 1995) for the purposes of access to and egress from the development site to Morphie Drive aforesaid;

(2) a heritable and irredeemable servitude right of wayleave to install and maintain in, over and under the said access roadway, all pipes, drains, sewers, cables and other service media as may be required to service the residential development and where appropriate to connect to all existing drains, pipes, sewers, cables and other service media, with all necessary rights of access thereto for the purpose of inspection, maintenance and renewal subject to the said Stewart Milne Group Limited and their foresaids making good any surface damage occasioned thereby.

Burden 3

Deed of Declaration of Conditions, recorded G.R.S. (Kincardine) 23 May 1996 by Stewart Milne Group Limited, Proprietor of (I) 0.70 hectares and (II) ground, to north of Morphie Drive, St. Cyrus (under exception) (hereinafter referred to as the whole subjects) of which the subjects in this Title form part, sets forth and declares burdens &c in the following terms, viz:

(FIRST)

"Feu" means the House with any offices, outhouses, garages or lockups or other buildings or premises or garage spaces or parking spaces in respect of which any Blench Disposition, Disposition or other conveyance has been granted together with the ground (if any) and the whole common and other rights, parts and pertinents effeiring thereto. "House" means a dwellinghouse within the Whole Subjects. "Proprietor" means the owner for the time being of any House and where two or more persons own the same includes both or all of them and any obligations hereby imposed in them shall bind them jointly and severally.

"Superiors" means us and our successors for the time being in the Superiority of the Whole Subjects as and when feued.

(SECOND)

There shall be reserved to the Superiors but subject always to the terms of the Coal Act, 1938 and the Coal Industry Nationalisation Act, 1946 the whole coal, shale, limestone, marl, ironstone, clay, free stone, slate, marble and other stone, and all other mines, metals, minerals, fossils being not hereinbefore specially enumerated within and under the Whole Subjects with full power and liberty to the Superiors or any person authorised by them, but without entering on to the surface of the Whole Subjects to search for, work, win, raise, calcine, manufacture and carry away the said minerals and others and to do everything necessary for all or any of these purposes; DECLARING that the Superiors in exercising any of the said reserved rights and powers shall be bound to make payment to the Proprietors for all damage which may be thereby occasioned to the surface of the Whole Subjects or any buildings erected or to be erected thereon as such damage shall, failing agreement be ascertained by arbitration, as aftermentioned.

(THIRD)

No House or buildings whether of a permanent, temporary or portable nature shall be erected on the Feu nor shall any buildings, enlargement, alteration, rebuilding or reconstruction in whole or in part be made on any House or building on the Feu until the plans thereof have been approved and written consent thereto given by the Superiors, and the express permission of the Director of Planning and the Director of Environmental Health of the Local Authority shall be required for any House, extension, garage or other buildings to be erected on the Feu or the Whole Subjects other than provided for in the Proprietors' Blench Disposition and also to any additions, enlargement, alteration, rebuilding or reconstruction in whole or in part of any House or building on the Feu; and no poultry house, kennel or apiary shall be erected on the Feu.

(FOURTH)

The House is to be used and occupied as a private dwellinghouse and shall not be subdivided or occupied by more than one family at a time; No part of any Feu, including any House shall be used for the carrying on therein of any trade, business or profession or for the selling of any goods or wares of any sort, whether or not such use may be deemed incidental or natural to the ordinary residential use of the House or whether any person occupying the same may have a contractual right to use the same for or in connection with or arising out of any trade, business or profession notwithstanding and rule of law to the

contrary; no shops or other buildings shall be erected on the Feu nor shall any House be used for the sale of any wines or spirits or other excisable liquors nor for the making or manufacturing of any goods for sale without the prior written consent of the Superiors; No board, card, plate or advertising notice of any kind shall be placed on any Feu including any House (except in connection with the selling or leasing of the Feu) without the written consent of the Superiors; no power-boats, marine craft, caravans, commercial vehicles or vehicles other than private motor cars, motor cycles or cycles shall be parked on the Feu or in the open or in any other part of the Whole Subjects; No handicrafts for commercial purposes shall be carried on in any Feu including any House without the consent of the Superiors nor shall anything be done on the Feu which may be deemed a nuisance or occasion disturbance to adjoining Proprietors; The parking of motor cars, cycles, caravans or any other vehicle of any nature shall not be permitted in or on any path, border, garden, landscaped area, play area or amenity area forming part of the Whole Subjects or of the Feu at any time; Only private motor cars, motor cycles or cycles may be parked on any roads within the Whole Subjects and that only provided that such parking does not obstruct or prevent access to any other Feus within the Whole Subjects.

(FIFTH)

(i) The Proprietor shall be bound to maintain all boundary walls, fences, gates or hedges to the satisfaction of the Superiors and shall after the date of entry of the first Proprietor free and relieve the Superiors of all claims in respect of such walls, fences, gates or hedges; No boundary walls or fences, gates or hedges; No boundary walls or fences shall be added to or increased in height or altered in any way unless with the prior written consent of the Superiors and the Local Planning Authority; No boundary division or other walls or fences, trellis work, ornamental fencing or draughtboarding fencing or gates shall be erected anywhere on the Feu nor shall existing boundary walls or fences be used as a support or strengthening for such trellis work, ornamental fencing or draughtboarding fencing without the prior written consent of the Superiors and the Local Planning Authority.

(ii) Any fences, walls or kerbs

(a) which form divisional boundary enclosures between adjoining Feus shall be erected to the extent of one half on each Feu and shall be maintained in all time coming at the joint expense of the expense of the respective proprietors; and

(b) which form boundary enclosures separating the Feu from a road, footpath, open space, landscaped or amenity area or play area shall be maintained at the sole expense of the Proprietor.

(iii) In the case of any boundary walls, fences and hedges enclosing the Whole Subjects or any part thereof and separating the Whole Subjects from other subjects,

(a) where these are erected within or ex adverso a Feu, the Proprietor of that Feu shall free and relieve the Superiors of all liability for the maintenance thereof and

(b) where these are erected on or ex adverso a landscaped area, amenity area, play area or other subjects not forming part of the Feu, all the Proprietors jointly shall free and relieve the

Superiors of all liability for the maintenance thereof.

Any such walls, fences, hedges or gates (except those already erected) where ex adverso a roadway within the Whole Subjects or any part thereof shall not exceed Nine hundred millimetres in height from the heel of a footpath and shall not exceed one-half metre in height from the front boundary of the Feu to the back building line of the House and elsewhere shall not exceed two metres in height under declaration that such heights may be altered but only with the prior written consent of the Superiors and the Local Planning Authority.

(SIXTH)

(i) The ground pertaining to the Feu (if any) except where occupied by a garage, driveway or parking space shall be laid out with garden ground or shrubbery and maintained as such in a neat and tidy condition in all time coming to the satisfaction of the Superiors and vegetables shall not be grown in any ground in front of the Feu.

(ii) With regard to the areas of ground designated by the Local Authority as "visibility strips" the Proprietors shall be prohibited from

(a) placing thereon any structure or other item, including without prejudice to the foregoing generality, any fence, hedge or wall, which exceeds nine hundred millimetres in height, and

(b) regarding or allowing to grow therein any tree, shrub or plant of any kind which exceeds nine hundred millimetres in height and the Proprietors shall be responsible for the maintenance of said visibility strips at all times individually where these lie within a Feu and jointly where not within an individual Feu. In the event of any contravention of the provisions of this clause there is reserved to the Superiors, the local authorities, statutory undertakers and others having an interest therein the right to remove any structure, item, tree, shrub or plant which exceeds nine hundred millimetres in height with a right of access over the area of ground concerned for the purpose of exercising said right.

(iii) There is reserved to the Local Authority public utility or other Authority or authorised person from time to time the right to undertake

(a) the laying and maintenance of public utilities plant on the service strip measuring two metres back from the kerb line

(b) the maintenance of the kerbing ex adverso the front boundary thereof within the Whole Subjects including a right of access to the service strip at all times and without notice for the purpose of maintaining, repairing, renewing or replacing the said kerbing,

(c) the clearance of snow, slush, ice or the like from the roads and at any time without notice the deposit of such snow, slush, ice or the like as also deposits of sand, grit, salt or the like on the service strip together with all necessary rights of access to the service strip for this purpose. The Proprietors are prohibited from erecting or having on the service strip or any part thereof any buildings, walls, fences or other structure whether permanent or temporary

and shall not alter the level of the service strip or plant any trees, shrubs or plants thereon and shall be responsible for the maintenance of the said service strip at all times.

(iv) Whereas there may be provided by us in the Feus areas laid out or to be laid out as screening, landscaping belts and general landscaping for the benefit of the amenity of the Development of the Whole Subjects and of the surrounding areas and to be planted with trees, hedges, shrubs and the like, each Proprietor whose Feu incorporates such area or areas shall in respect of his Feu

(a) maintain the said areas in a neat and tidy condition in all time coming,

(b) maintain the said area or areas with mature or at least semi-mature trees, hedging and shrubs to provide effective screening as aforesaid,

(c) replace during the next planting season following loss any planting which may have died, been lost, damaged, destroyed, removed or fallen,

(d) be prohibited from developing or permitting development of the said area or areas for any purpose other than amenity screening as aforesaid and

(e) implement and adhere to any notices or the like issued by the Local Planning Authority relating to said area or areas or trees, hedges and shrubs planted or to be planted thereon; provided that in the event of any dispute as to the density, type, height, pruning, thinning or other maintenance of the said trees, shrubs and hedges, said disputes shall, failing agreement, among the parties thereto be determined by arbitration as aftermentioned.

(SEVENTH)

The proprietor shall keep the House and other buildings in a good state of repair and decoration and take all appropriate steps either by himself or in conjunction with others to prevent damage to the fabric of the same which may prejudice the stability thereof or create a nuisance to other Proprietors or their tenants and, in particular, by the control of vermin, the immediate treatment of dry rot or other form of rot or infestation which may be detected, and the repair of any damage to water or other service pipes or wires; And any Proprietors who fail to take timeous and adequate measures to prevent and repair such damage or such defects including notification to adjoining Proprietors whose premises may be affected, with a view to safeguarding their property, shall be liable for any damage caused thereby.

(EIGHTH)

Where the House or garage erected or to be erected is semi-detached the mutual gable between that House or garage and the adjoining building shall be maintained at the joint expense of the adjoining Proprietors. Where the Proprietors of two or more Houses or garages have a common right of property in any part or portion of the Whole Subjects including without prejudice to the foregoing generality paths, parking access areas, access areas, driveways and boundary fences or enclosures the Proprietors having such right shall be bound jointly to uphold and maintain in good order and repair such parts or portions in all time coming and in the event of damage and destruction to restore or renew the said parts

or portions each Proprietor paying one share of the cost of so doing for each Feu owned by him. Each Proprietor shall have a right of access to adjoining property where necessary for carrying out maintenance and repairs to common property or to any buildings, or fences, walls, railings and others erected on the boundaries of the Feu and each Feu shall be subject to said right of access in favour of the adjoining Proprietors. There is reserved in favour of us the said Stewart Milne Group Limited and to our successors as proprietors of the Whole Subjects or any adjoining subjects and to our and their employees, contractors, sub-contractors, agents and all others authorised by us and them the right to erect scaffolding, if necessary, on the Feus for the purposes of constructing and maintaining the dwellinghouses to be erected on the adjoining Feus and adjoining subjects together with all necessary rights of access for the purposes of said construction and maintenance including the erection of scaffolding, using the scaffolding and thereafter dismantling the same subject always to the party exercising the said right making good any surface damage caused by the exercise of said right.

(NINTH)

It is hereby provided and declared that the Proprietor shall be prohibited without the consent of the Superiors from selling or disposing of any carport, garage, lockup, parking space or garage space pertaining to his House separately therefrom or from using the same for any purpose other than for parking of a private car, motor cycle or cycle without the written consent of the Superiors. The Proprietors shall be prohibited from using said carport, garage, lockup, parking spaces or garage space pertaining to his House for the repair and maintenance of vehicles other than his own private vehicles.

(TENTH)

(i) No clothes poles or clothes lines (except with the consent of the Superiors) shall be erected on any part of the Feu nor shall they be attached to or suspended from any window in the House or other buildings or from any part of the exterior walls.

(ii) No garbage cans or ash buckets or any other form of refuse receptacle or any other articles of any other nature shall be permitted to be left or deposited otherwise than in accordance with the regulations and recommendations of the Local Authority.

(iii) The Proprietors, tenant or occupier of the Feu is hereby expressly prohibited from keeping poultry, ducks, pigeons, bees or other livestock on the Feu and is prohibited other livestock on the Feu and is prohibited from keeping domestic animals which shall prove a nuisance to adjoining proprietors. The Superiors shall have sole discretion to determine whether or not such livestock or domestic animals constitute a nuisance.

(iv) No satellite dishes will be placed on any part of the Feu unless the Proprietors have obtained the prior written approval of both the Superiors and the Local Authority to the installation of the same.

(v) No trees or shrubs shall be cut down, lopped, damaged or removed from any part of the Whole Subjects unless the same have become dangerous or overgrown and only with the consent of the Superiors and the Local Authority Director of Planning and further the

Proprietors of the Houses shall be bound to maintain in good order all hedges, shrubbery and trees located within or forming the boundary of an individual Feu including the replacement of stock until the same have become established. In addition any common ground, garden or amenity areas, hedges, shrubbery or trees shall be maintained to the satisfaction of the Director of Planning.

(vi) The Proprietors shall be bound to make the Blench Disposition and the deeds of the Feu forthcoming to the Superiors for a reasonable time on all necessary occasions when required and that free of expense to the Superiors.

(ELEVENTH)

There is hereby reserved to the Superiors and to us and our foresaids as Proprietors of any part of the Whole Subjects and to the general public full rights of pedestrian and vehicular access along and over all roads, pavements and footpaths within the Whole Subjects; and there is hereby reserved to the Proprietors of each Feu a full right of pedestrian and vehicular access along and over all roads, pavements and footpaths within and serving the Whole Subjects and used by all the Proprietors therein. There is hereby reserved to the Superiors and to the Proprietors of each Feu a right to connect into and lay sewers, drains, rainwater, soil, waste and water supply pipes, gas and electric mains and other transmitters through the Whole Subjects as we or they consider necessary with all necessary rights of access thereto for installation, cleaning, maintenance or repair of the same and right to restore or renew the same in the event of damage or destruction, subject only to making good all surface damage occasioned thereby. Insofar as any sewer, drain, pipe or other item is used in common by more than one Feu the Proprietor shall pay one equal share for each Feu owned by him of the cost of cleaning, maintenance, repair, restoration or renewal of the same. There is also reserved to us and to our foresaids the right to erect lamp standards within the Whole Subjects as we consider necessary with all necessary rights of access thereto for installing the same and thereafter maintaining, repairing and renewing the same subject only to making good all surface damage thereby occasioned. The foregoing reservations and rights of access shall also operate in favour of Scottish Hydro Electric plc, British Gas, British Telecom and other statutory undertakers. The Proprietors are prohibited from doing any act which might materially interfere with or render more expensive the said rights of access including building, placing trees, shrubs, fences and walls over or in close proximity to the said mains, pipes, drains, cables and plant et cetera. In addition, the Proprietors shall be bound, if required, to sign any Wayleave or Deed of Servitude required in connection with any of the foregoing rights.

(TWELFTH)

The Proprietor shall be bound to insure the House and garage (if any) comprehensively with an established insurance company for the full replacement value thereof and to produce to the Superiors from time to time if and when required the policies of insurance and the receipts for payment of the premiums thereof and in the event of the House or other buildings or any part thereof being destroyed or damaged by fire or other insured cause the Proprietor shall be bound to restore within one year after such destruction or damage the subjects to the value thereof immediately prior to such destruction or damage and the whole

sum received from the Insurance Company shall be expended at the sight of the Superiors in re-erecting the subjects or repairing the damage done, so as to be in all respects, consistent with the conditions above specified, the new plan or plans and specifications being first exhibited to and approved of by the Superiors.

(THIRTEENTH)

Whereas it is anticipated that we shall form any necessary roads, pavements, footpaths and sewers required for our Development the Proprietors of all the Houses shall be bound in all time coming, to maintain to the satisfaction of the Superiors and the Local Authority all roads, pavements, footpaths and sewers serving the Whole Subjects so far as included in or ex adverso the Whole Subjects whether or not a right in common to the same has been conveyed to the Proprietors and the cost of maintenance specified in this Clause shall be borne by all the Proprietors in the Development in equal shares. The Proprietors shall be bound to concur in any application to have the said roads, pavements, footpaths and sewers or any of them taken over by the relevant Department of the Local Authority. The obligations for maintenance of the items specified in this Clause or any of them by the Proprietors of the Houses shall cease only if and when these are taken over for maintenance purposes by the relevant Department of the Local Authority.

(FOURTEENTH)

The Proprietors of all the Houses on the Whole Subjects shall be bound in all time coming to maintain and replace (and if necessary insure) those parts of the whole subjects which comprise the play area (including play equipment) and that whether or not a right in common to the same has been conveyed to the Proprietors. The cost of maintenance specified in this Clause shall be borne by all the Proprietors in the Development in equal shares. The obligation for maintenance of the items specified in this Clause or any of them by the Proprietors of the Houses will cease only if and when these are taken over for maintenance purposes by the Local Authority. A Residents' Association will be formed within one month after the completion of the sale of the last House on the Whole Subjects and all Proprietors shall be obliged to become members thereof. Said Association shall be responsible for the promulgation of such rules and regulations (so far as not in conflict with the terms of this Deed of Conditions) as might be deemed necessary by a simple majority of the Proprietors (counting one vote per house) for the performance of the feuing conditions, for the levying of such charges, annual or otherwise, as might be necessary to cover the cost of the same and generally for such other purposes as may be considered necessary or desirable. From the completion of the sale of the first House on the Whole Subjects we the said Stewart Milne Group Limited and our foresaids shall be entitled to act as Factors and shall be entitled to appoint Factors to act on our behalf or in our place to carry out the works set out in this Clause and the Proprietors of the completed Houses shall be bound to pay the whole costs thereof equally between them, invoices therefor being rendered either once or twice per annum and falling due and payable immediately upon being rendered. The Factors shall be entitled to issue invoices in advance of expenditure being incurred based upon estimated expenditure. On termination of such appointment for any reason, the responsibility and authority for further appointment of Factors shall rest with the Proprietors and, upon the formation of a Residents' Association with the said Residents' Association.

We and our foresaids or the Residents' Association as the case may be, shall be obliged to advise the Local Authority

(a) of the name and address of the Factors initially appointed or employed in terms of this Clause and

(b) of any change in the Factors appointed or employed in terms of this Clause including the name of address of the new Factors. The said Residents' Association shall be entitled to appoint or employ Factors to administer and be responsible for instructing and supervising the maintenance of the said play area including play equipment and arranging any necessary insurance. If within the period of two months after the last of the Houses have been completed, no Residents' Association has been formed, we or our foresaids, as Superiors shall have the power to appoint Factors on behalf of the Proprietors for the foregoing purposes and the cost incurred by the Factors in discharging their responsibilities hereunder and remuneration for the Factors services shall be borne by the Proprietors on the Whole Subjects in equal shares. The Factors shall be entitled during the continuance of their appointment to exercise the full rights and powers which may be competently exercised by the Proprietors and all such costs and remuneration shall be payable by the Proprietors whether consentors or not in the proportions by which they are liable as aforesaid and in the event of a Proprietor failing to pay the proportion due by him for such costs or remuneration within one month after payment is demanded, the Factors shall be entitled to sue for and recover it in their own name from the Proprietor so failing together with all expenses incurred on behalf of the remaining Proprietors. If said payment is not received by the Factors following upon an award by the Court within 21 days after the date of Decree for Payment, the amount of the defaulting Proprietor's share of such cost and remuneration and all expenses occasioned by the Factors on raising the Court proceedings shall be paid by the remaining Proprietors jointly to the Factors each Proprietor contributing in proportion to his appropriate share of original costs and thereafter the remaining Proprietors shall be entitled to recover such amount from the defaulting Proprietor; When a Proprietor sells or disposes of his House he shall notify

(a) the Factors at least fourteen days prior to the date of entry to the new Proprietors of the date of sale or disposal and the identity of the successor in the ownership of his House and

(b) the new Proprietors of their obligations in terms of the Clause prior to the date of entry. The said and play area including play equipment shall be maintained by the Proprietors to the satisfaction of the Superiors and to the satisfaction of the Planning Authority. Any trees or planting within the said play area which die or removed or become damaged or diseased shall be replaced in the next planting season with others of a similar size species. In the event of the said play area including play equipment or any of them not being maintained as aforesaid then either the Superiors or the Planning Authority shall be entitled to serve notice upon the Factors calling upon them to carry out any necessary works within a period of twenty one days, failing which, either the Superiors or the Planning Authority shall be entitled to instruct the necessary works and recover the costs thereof from the Factors who in turn shall be entitled to recover the costs thereof from the Proprietors. In the event of the play area within the Whole Subjects being taken over by the Local Authority for

maintenance purposes then the Superiors reserve the right at their sole discretion to modify or waive the terms of this Clause in whole or in part.

(FIFTEENTH)

There is expressly reserved to us and our foresaids as Superiors the right to alter or modify in whole or in part the reservations, real burdens, conditions, provisions, limitations, obligations, stipulations and others herein contained and in the event of us or our foresaids so doing, the Proprietors shall have no right or title to object thereto and shall have no claim in respect thereof and any such alteration or modification in respect of any one or more of the Feus or any part of the Whole Subjects shall not imply any similar alteration or modification in respect of any other Feus or parts; FURTHER it is hereby reserved to us and our foresaids the right to make whatever alterations or deviations we consider proper upon any of the development or feuing plans of the Whole Subjects or even to depart entirely therefrom and we expressly reserve to us and our foresaids a right to dispose of any part of the Whole Subjects for such purpose as we may think fit or to alter or modify in whole or in part the foregoing conditions and in the event of our or their doing so no Proprietor shall have any right or title to object thereto and shall have no claim in respect thereof.

(SIXTEENTH)

All questions, differences and disputes which may arise among the Proprietors or any of them regarding

(i) their rights and interest in the Whole Subjects or any part thereof,

(ii) the necessity for executing any works in respect of items which the Proprietors are obliged to maintain jointly and liability for the cost thereof and

(iii) all other questions so far as depending on or arising out of or in respect of these presents in any manner of way shall be referred to the amicable decision of the President for the time being of the Royal Institute of Chartered Surveyors, Scottish Branch and whatever the said Arbiter shall determine shall be final and binding in all matters upon all concerned and the Proprietors concerned shall be bound to implement and fulfil to each other the decisions, findings and decrees of said Arbiter with power to said Arbiter to take skilled advice and order execution or performance of works and to apportion the cost thereof among the said Proprietors and to find all or any of them liable in the expenses of the arbitration and to decern accordingly.

(SEVENTEENTH)

It is expressly provided that if any of the Proprietors shall contravene or fail to implement any of the reservations, burdens, conditions, provisions, declarations or others imposed on the Feus, the Feu in respect of which there is a contravention or failure as above mentioned shall in the option of us or our foresaids and together with all buildings that may have been erected thereon revert and belong to us and our foresaids as Superiors provided always that such reversion shall only occur where the Proprietor has failed to comply with a written

notice to remedy such contravention or failure issued by us or our foresaids and that within Fourteen days of receipt of said notice.

Note 1: The foregoing Deed of Conditions contains a declaration that Section 17 of the Land Registration (Scotland) Act is not to apply. The conditions therein have been made real in respect of the subjects in this Title by being imported by reference in a subsequent deed.

Note 2: In the event that part of the subjects in this Title have been designated a visibility strip in terms of clause (Sixth) (ii) above it will be shown by a yellow tint on the Title Plan.

Note 3: In the event that part of the subjects in this Title have been laid out as a landscaping belt and in terms of clause (Sixth) (iii) above it will be shown by a blue tint on the Title Plan.

Note 4: The play area referred to in clause (Fourteenth) above is shown by a green tint on the Title Plan.

Burden 4

Blench Disposition by Stewart Milne Group Limited to Gary Francis Jobson and Wilma Gail Jobson and their disponees and assignees, registered 4 Jul. 1996, of the subjects in this Title, contains no additional burdens

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

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