
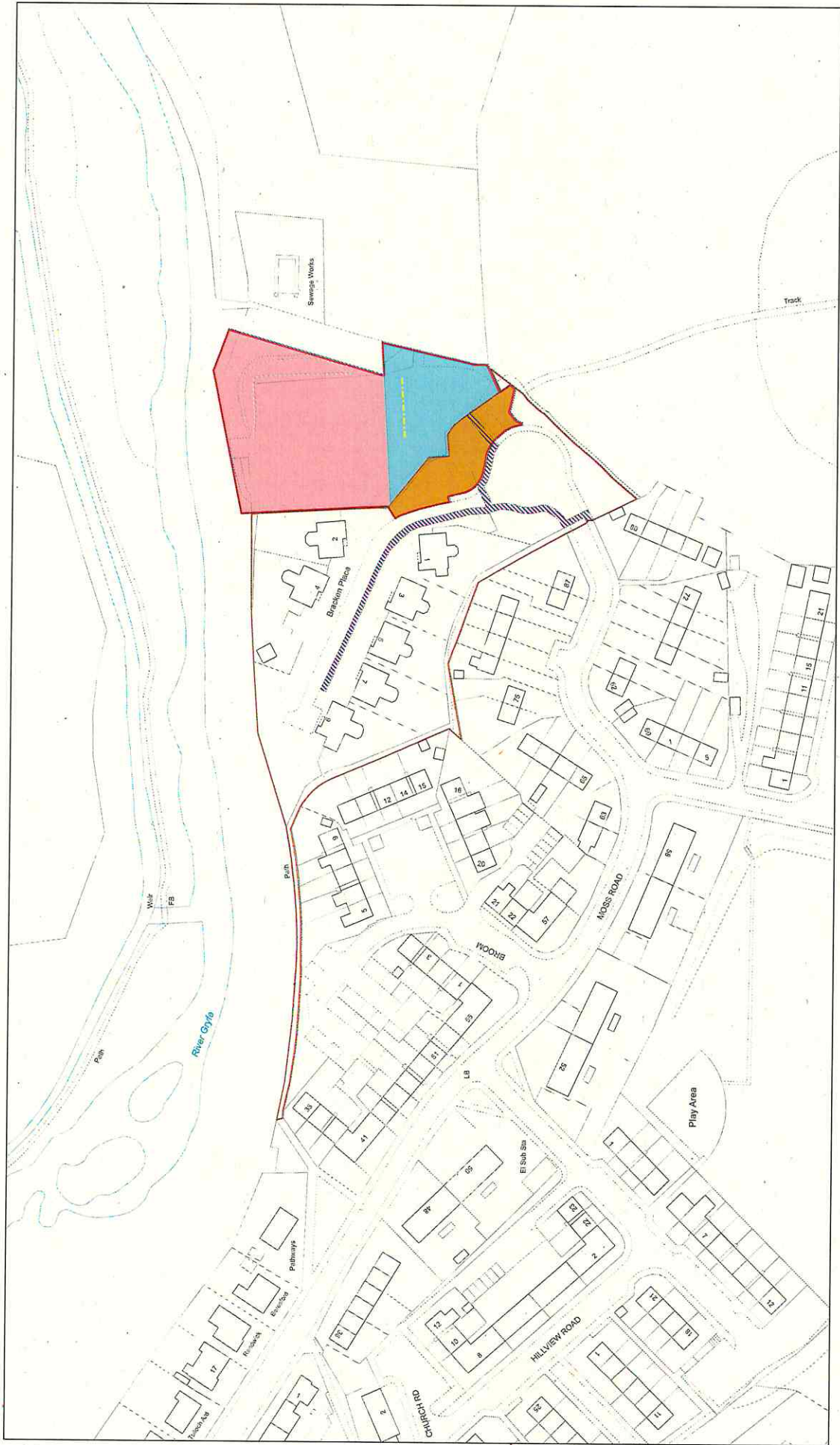
 LAND REGISTER OF SCOTLAND	Version date	TITLE NUMBER	
	02/06/2021	REN107876	
 BRITISH NATIONAL GRID EASTING/NORTHING	239497, 665511		Survey Scale
			1:1250
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BRITISH NATIONAL GRID

 EASTING/NORTHING



 50m

239497, 665511

Survey Scale

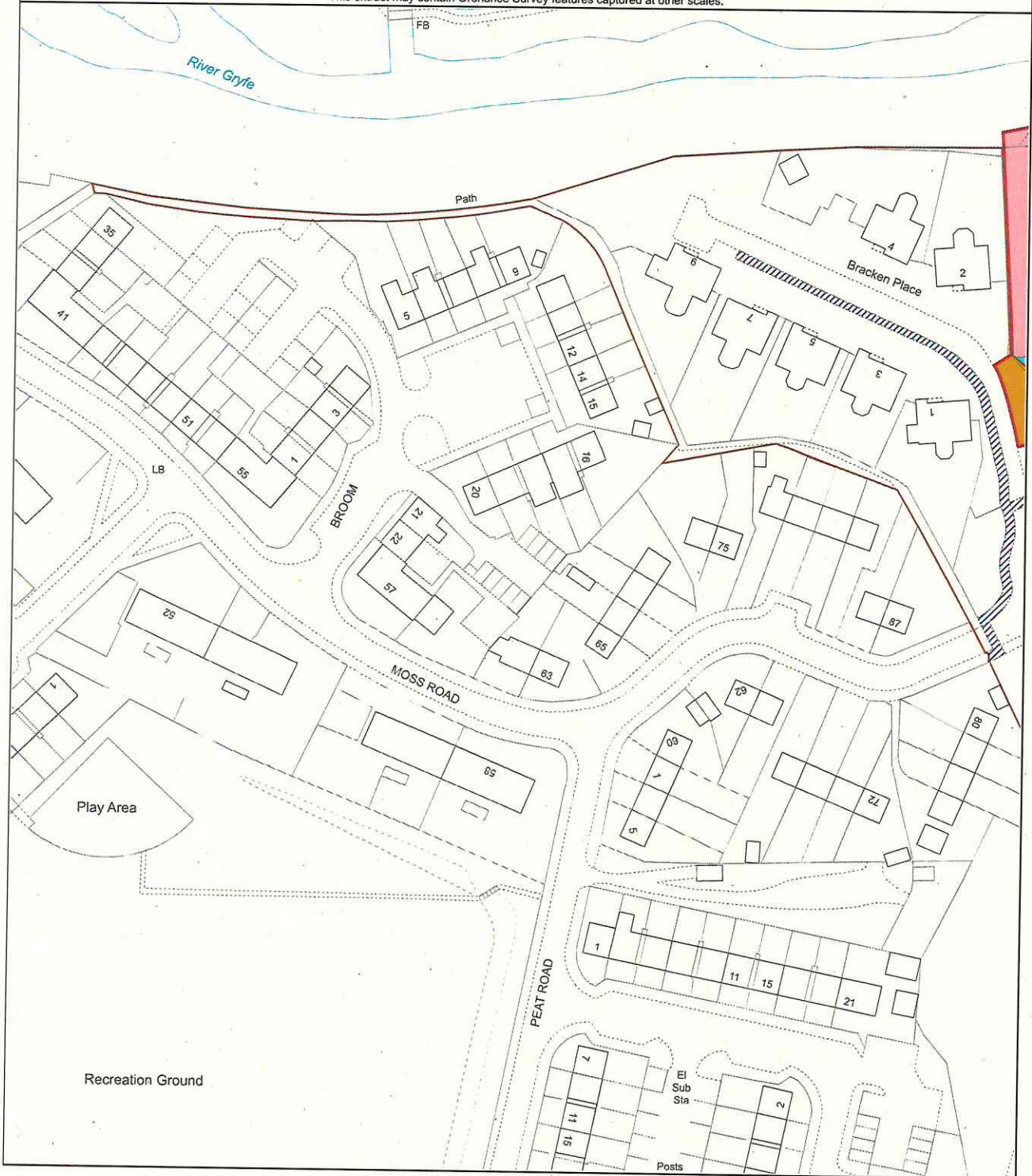
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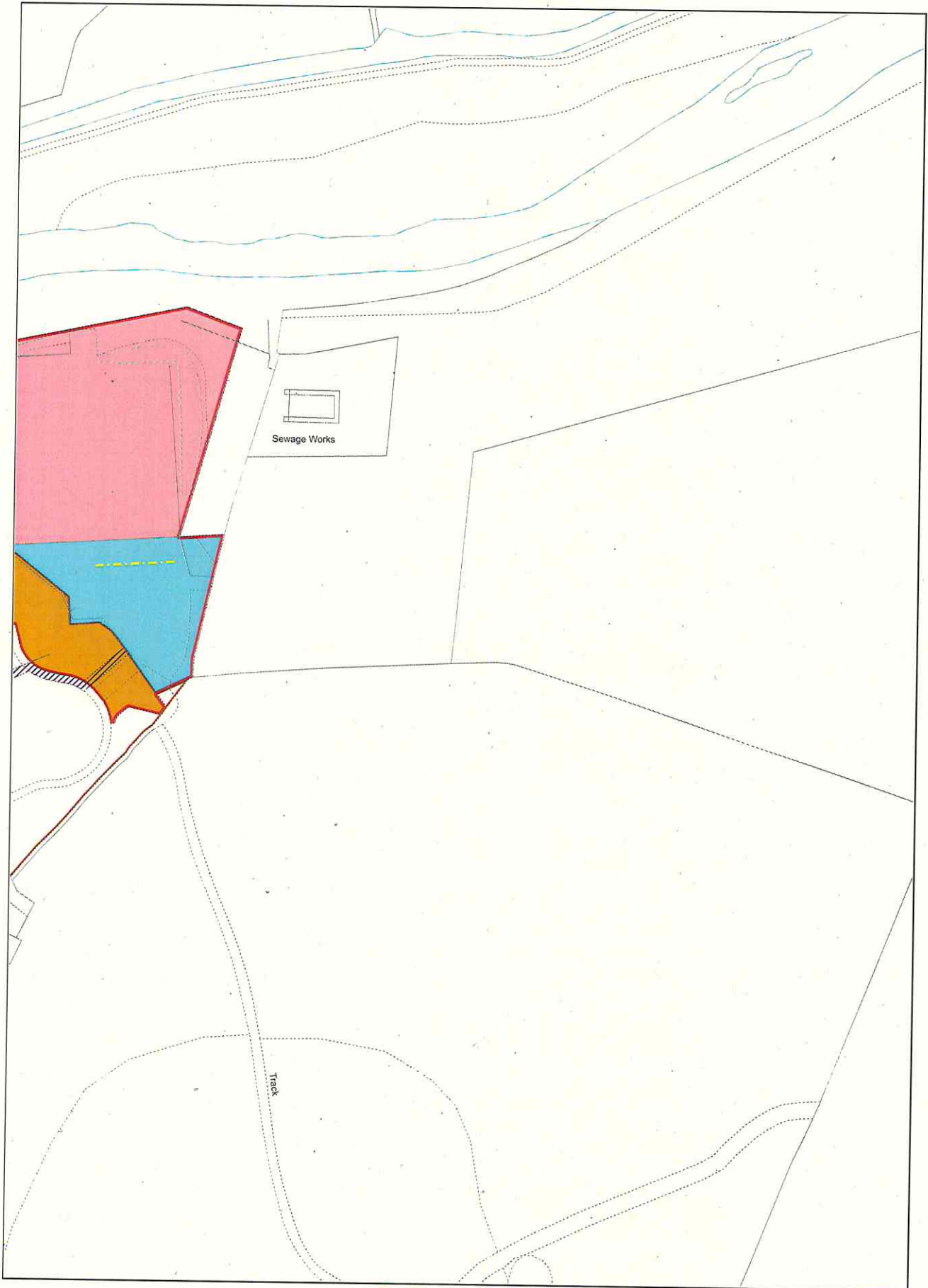
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LAND REGISTER OF SCOTLAND



TITLE NUMBER REN107876

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION
12 DEC 2001

DATE TITLE SHEET UPDATED TO
01 DEC 2021

REAL RIGHT
OWNERSHIP

DESCRIPTION

Subjects cadastral unit REN107876 being an area of ground at MOSS ROAD, BRIDGE OF WEIR PA11 3LY edged red on the cadastral map; Together with the rights specified in the Dispositions in Entries 4, 5 and 6 and the Deed of Conditions in Entry 9 of the Burdens Section.

Note The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Contract in Entry 2 of the Burdens Section.



LAND REGISTER OF SCOTLAND



TITLE NUMBER REN107876

B 1

B. PROPRIETORSHIP SECTION

ENTRY PROPRIETOR

NO

1	CARMICHAEL HOMES SCOTLAND LIMITED incorporated under the Companies Acts (Registered No. SC598241) and having its registered office at Oakfield House, 378 Brandon Street, Motherwell, ML1 1XA.	DATE OF REGISTRATION 07 MAY 2021	CONSIDERATION £210,000
		part	DATE OF ENTRY 04 MAY 2021
		DATE OF REGISTRATION 07 MAY 2021	CONSIDERATION £90,000
		remainder	DATE OF ENTRY 04 MAY 2021



LAND REGISTER OF SCOTLAND



TITLE NUMBER REN107876

C 1

C. SECURITIES SECTION

ENTRY NO	SPECIFICATION	DATE OF REGISTRATION
1	Standard Security by said CARMICHAEL HOMES SCOTLAND LIMITED to CLIVE HILL LIMITED, incorporated and registered in England and Wales with company number 05734939 whose registered office is at C/O Blacks Solicitors Lip City Point, 29 King Street, Leeds, England LS1 2HL over that part of the subjects in this Title tinted pink and blue on the cadastral map.	07 MAY 2021
2	Standard Security by said CARMICHAEL HOMES SCOTLAND LIMITED to CLIVE HILL LIMITED, incorporated and registered in England and Wales with company number 05734939 whose registered office is at C/O Blacks Solicitors Lip City Point, 29 King Street, Leeds, England LS1 2HL over that part of the subjects in this Title tinted brown on the cadastral map.	07 MAY 2021



TITLE NUMBER REN107876

D 1

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

- 1 Agreement Undertaking and Obligation, recorded G.R.S. (Renfrew) 5 Sep. 1901 between Alexander Hugh Freeland Barbour and the District Committee of the Second or Lower District of the County of Renfrew and their successors in office, contains agreement between said parties in the following terms:

I do hereby agree undertake and oblige myself as heritable proprietor of the portion hereinafter described of my Estate of Gryffe which is situated within the area of the proposed Special Drainage District and my successors therein (and which portion of my said Estate therein situated is herein after referred to as "said portion of my said Estate" and is delineated and coloured Brown on said plan) First: To construct on and for said portion of my said Estate all branch or subsidiary drains or sewers and all works connected therewith (including manholes gratings and ventilation thereof) necessary for the complete and efficient drainage thereof as the feuing thereof proceeds or which may in the opinion of the said District Committee be required for the sanitation or proper drainage thereof and that to the satisfaction of the said District Committee and said branch or subsidiary drains or sewers and relative works as and when formed shall be held to be vested (subject to the express declaration in head second hereof) in the said District Committee who shall maintain the same and be entitled to exercise and communicate the whole powers rights of user and otherwise therein and in connection therewith as if the said branch or subsidiary drains or sewers and relative works connected therewith had been constructed by the said District Committee under the powers contained in the said Public Health (Scotland) Act Eighteen hundred and ninety seven or other Statutes the whole provisions of which so far as respecting drains or sewers being hereby held brevitatis cause as being incorporated in these presents and Second This agreement undertaking and obligation is granted under the express declaration that I and my successors in the said



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

portion of my said Estate shall have full power and liberty in feuing out or disposing thereof or of any part or portion thereof to recover from my feuars or disponees the cost of constructing said branch or subsidiary drains or sewers and relative works connected therewith in such manner and to such extent as I or they may think proper and to impose on such feuars and disponees the burden of constructing the said branch or subsidiary drains or sewers and relative works connected therewith in whole or in part but without in any way relieving me or the remainder of said portion of my said estate of the obligations hereby undertaken And I further declare that upon any of the said portion of my said Estate of Gryffe being feued out and in and for which proper and sufficient branch or subsidiary drains or sewers shall have been constructed to the satisfaction of the said District Committee the said real lien and burden shall not apply to the pieces of ground so feued but shall be restricted to the remaining parts of said portion of my said Estate and that until the necessary branch or subsidiary drains required therein or therefore have been formed by me or my foresaids to the satisfaction of the said District Committee when the said real lien and burden shall ipso facto cease and determine: The said District Committee shall be bound and obliged to grant certificates from time to time setting forth the parts of said portion of my said Estate in which the necessary branch or subsidiary drains have been formed and when the whole of said portion of my said Estate has been so supplied with the necessary branch or subsidiary drains to grant at their expense a full discharge of such real lien and burden Declaring further that nothing herein contained shall lessen the liability of owners and occupiers of lands and heritages within the said Special Drainage District for the special drainage rates or other assessments which may be imposed on them from time to time in virtue of the Public Health Statutes in force for the time being.



LAND REGISTER OF SCOTLAND



TITLE NUMBER REN107876

D 3

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

Note: The plan annexed to the foregoing deed has not been submitted to the Keeper, therefore the said area delineated and coloured brown cannot be determined in relation to the subjects in this Title.

- 2 Feu Contract containing Feu Disposition by Alexander Hugh Freeland Barbour on the first part to The County Council of the County of Renfrew and their successors and assignees on the second part, recorded G.R.S. (Renfrew) 5 Apr. 1907, of 1 acre and 1 rood of ground, contains the following reservations and burdens:

Reserving the whole coal shale stones clay sand gravel mines quarries metals minerals fossils and others in said plot or area of ground and below the said sewer pipes with full power to him and his foresaids or any person authorised by them to search for work win manufacture and carry away the same and (without entering upon the surface of the ground hereby feued) to make bores pits hills quarries and roads and erect houses and machinery and perform all necessary operations for these purposes or for the purpose of working the minerals in the adjacent lands and others upon payment to the second party and their foresaids of such damages as may be thereby occasioned to the surface of the said plot or area of ground and to the sewage purification works thereon and the said sewer pipes as the same failing agreement shall be ascertained by an arbiter mutually chosen or by an arbiter to be appointed by the Sheriff of Renfrew and Bute on the application of either party upon failure to agree mutually upon an Arbiter the first party and his foresaids being bound in case of such damage occurring to restore the said works and sewer pipes to the condition in which they were at the time when such damage took place and to relieve the second party and their foresaids of all claims for damage done to any adjoining lands by the twisting of any of the said sewer pipes through or consequent upon the working of the said coal and other minerals by the first party or



TITLE NUMBER REN107876

D 4

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

his foresaids or by his or their tenants and such restoration shall also be made at the sight and to the satisfaction of an Arbiter to be appointed as aforesaid But the said plot or area of ground is disposed always with and under the following conditions and others viz. (First) the said plot or area of ground is hereby expressly restricted in all time coming to the purpose of the erection or construction thereon of sewage purification works allenary and it shall not be competent to the second party or their foresaids to use the said plot or area of ground for any other purpose whatever and they shall keep the whole works in a condition as inoffensive as possible to the adjoining lands and proprietors tenants and occupiers thereof and shall free and relieve and indemnify the first party and his foresaids of and from all actions and claims for nuisance or pollution of water or others that may arise in connection with said works and drainage and the overflow therefrom and from all damages and expenses that they may sustain or incur and (Second) the second party or their foresaids shall within twelve months of the term of entry, being Martinmas 1901, enclose the said plot or area of ground so far as not already done with a wall not less than four feet high with barbed wire fence and iron standards on top or an iron fence at least Five feet high and shall at all times thereafter keep the same properly fenced or enclosed.

- 3 Disposition by Attorney for George Brown Barbour to John Woodrow and Sons (Builders) Limited, recorded G.R.S. (Renfrew) 28 Jul. 1931, of inter alia the Farm and lands of Lintwhite, in Parish of Kilbarchan of which the subjects in this Title form part, contains the following burdens:

Under burden of all existing easements, rights of way, water rights and wayleaves affecting the lands and others hereby disposed and assigned however constituted Declaring with regard to the boundaries of the lands and others hereby disposed that where any water course, wall, fence, hedge or



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D 5

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

ditch separates the lands and others hereby disposed from other parts of the Estate of Gryffe, such water course, wall, fence, hedge or ditch shall be maintained at the mutual expense of our said disponees, as Proprietors of the lands and others hereby disposed, and of the Proprietor for the time being of such other adjoining part of the said Estate of Gryffe the centre line thereof being the boundary, that where the said lands and others hereby disposed adjoin a private road, the solum of which forms part of the said Estate of Gryffe the centre of the road shall be the boundary, and where the lands and others hereby disposed adjoin subjects not forming part of the said Estate of Gryffe immediately prior to Whitsunday 1931 the boundary shall be the boundary thereof as possessed by the said George Brown Barbour and his authors.

- 4 Disposition by Attorney for George Brown Barbour, with consents, to the Trustees for the Bridge of Weir and Ranfurly Bowling Club and their successors in office, recorded G.R.S. (Renfrew) 15 Jan. 1932, of that part of the subjects in this Title tinted pink on the cadastral map, contains the following rights and burdens:

(First) right of access to the area of ground from the village of Bridge of Weir through the farm steading of Lintwhite by the existing road to the march with Coalbog Farm and thence by the path along said march to a gate in the fence on the East boundary of the said area of ground hereby disposed, which gate shall be maintained solely by the disponees and in using said right of access all members of the Bridge of Weir and Ranfurly Bowling Club and others shall carefully shut the gates on said farm road and the disponees shall be bound to compensate the tenant of said farm for any damage he may sustain through said gates being left open or unfastened by members of the said Club and others using the Bowling Green: Declaring that the fences and hedges bounding the area of ground hereby disposed (with the exception of the said entrance gate in the fence on



LAND REGISTER OF SCOTLAND



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D 6

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

the East boundary) shall be mutual and shall be maintained at the mutual expense of the said disponees and their foresaids and the proprietor for the time being of the adjoining ground, but the said entrance gate shall be maintained solely by the said disponees and their foresaids.

- 5 Disposition by County Council of County of Renfrew to said County Council of County of Renfrew and their successors and assignees, recorded G.R.S. (Renfrew) 17 Jan. 1959, of (In the First Place) 2.041 acres of ground, of which that part of the subjects in this Title tinted blue on the cadastral map forms part, and (In the Second Place) a servitude right of access to said plot or area of ground hereinbefore described (In the First Place) through and over the ground shown hatched in green on the plan annexed and subscribed as relative hereto, contains the following burden:

Our disponees and their foresaids shall be bound to fence and enclose the plot or area of ground hereinbefore disposed with a suitable and sufficient fence and thereafter to maintain and uphold the same in all time coming.

Note: Only a monochrome copy of the plan annexed to the foregoing deed has been submitted to the Keeper, therefore the said ground hatched in green thereon cannot be determined in relation to the subjects in this Title.

- 6 Disposition by The County Council of the County of Renfrew to Trustees of the Bridge of Weir and Ranfurly Bowling Club and their successors in office, recorded G.R.S. (Renfrew) 3 Dec. 1974, of that part of the subjects in this Title tinted blue on the cadastral map, contains the following rights:

(One) the right of access to the plot of ground hereby disposed as specified in the Disposition in Entry 5, and (Two) a servitude right of access in favour of the disponees and their



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D 7

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

foresaids for the purpose of maintaining and repairing all existing sewers in or under the plot or area of ground hereby disposed.

- 7 Indemnity Agreement by Trustees for the Bridge of Weir and Ranfurly Bowling Club, proprietors of that part of the subjects in this Title tinted blue on the cadastral map to Strathclyde Regional Council, registered 3 Mar. 1987 narrates as follows:-

CONSIDERING that we have erected or intend to erect an extension at the side of the said subjects and that said extension when erected will be situated over part of a public sewer belonging to Strathclyde Regional Council, the intended line of the sewer being indicated on the cadastral map by a broken yellow line; FURTHER CONSIDERING that the said Strathclyde Regional Council (hereinafter referred to as "the Council") in exercise of their powers under the Sewerage (Scotland) Act 1968, have consented to the erection of the said extension notwithstanding its proximity to the said sewer subjects to certain undertakings and indemnified by us; NOW THEREFORE we the said Bridge of Weir and Ranfurly Bowling Club do hereby agree and undertake to bind and oblige ourselves and our successors as heritable proprietors of the said subject as follows:- FIRST to indemnify the Council and their successors against the cost of any repairs to the said sewer found necessary following upon and attributable to the erection of the said extension over or adjacent to the said sewer and against any claims consequential on those repairs; SECOND to indemnify the Council and their successors against any claims arising from damage to the buildings erected on the said subjects including the said extension when erected as a result of subsidence or other causes or effects including, without prejudice to the foregoing generality, movement or loading thereto or therefrom, at any time following upon and attributable to the erection of the said extension and that so long as the said extension shall exist; THIRD to allow the



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D 8

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

- Council and their successors the right of reasonable access to the said sewer in all time coming over the subjects in my ownership for the purpose of carrying out all necessary work to maintain, repair or renew the said sewer; FOURTH to free and relieve the Council and their successors of all extra expenditure incurred by them in the maintenance, repair or renewal of the said sewer which may be attributable to the erection and the siting of the said extension; FIFTH to provide and construct to the specification of the Council and their successors any additional works considered necessary by them as a result of the erection and siting of the said extension including, without prejudice to the foregoing generality access manholes, adequate pipe protection and relaying of existing pipework; and SIXTH to free and relieve the Council and its successors in the event of me and my successors at any time erecting other buildings or carrying out such work as would necessitate diversion of the said sewer, of all expenses incurred by the Council in constructing such a diversion, on a line to be agreed with the Council.
- 8 Deed of Servitude, registered 19 Jan. 2005, containing Disposition by Westminster Homes Limited, proprietors of the subjects edged brown on the cadastral map (hereinafter referred to as "the Moss Road Subjects") to SP Distribution Limited and their successors and assignees, of (First) a servitude right to lay, maintain, inspect, replace and when necessary renew underground electricity cables, pipes, ducts and other works in and through those strips of ground lying generally to the north east of Moss Road, Bridge of Weir hatched blue on the said map which form part of the Moss Road Subjects and (Second) a heritable and irredeemable servitude right of access to and egress from the said strips of ground for pedestrian, plant and vehicular traffic over the Moss Road Subjects so far only as unbuilt upon from time to time and by such route or routes as may be mutually agreed between us and our successors and our disponees and their successors, both parties acting reasonably



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

in order to exercise the said servitude right, contains the following conditions, burdens and obligations:

(One) Our said Disponees and their successors shall indemnify us and our successors in ownership of the Moss Road Subjects for all damage or loss occasioned by the exercise of the said servitude rights or by the operations in connection with the said electricity cables and relative pipes, ducts and installations and in the event of our said Disponees and our foresaids opening up the surface of or carrying out any other works which disrupt the said strips of ground and/or any other part of the Moss Road Subjects they shall be restored by them as soon as is reasonably practicable at their expense to its former condition and to the satisfaction of us and our successors failing which they shall pay compensation for all loss and damage caused thereto and

(Two) we hereby bind and oblige ourselves and our successors in the ownership of the Moss Road Subjects to leave the said strips of ground open and unbuilt upon in all time coming and to grant and allow our Disponees and their successors access to exercise the said servitude rights at all reasonable times and on all necessary occasions on giving notice (except in the event of an emergency when access may be exercised at any time without notice) subject always to our said Disponee and our successors exercising the foregoing rights so as to cause the least inconvenience to us and our tenants, occupiers and successors; and indemnify us and our tenants, occupiers and successors of all losses and damages thereby caused.

- 9 Deed of Conditions, registered 3 Jun. 2005, by Westminster Homes Limited, Proprietors of the Development, contains inter alia servitudes, real burdens &c., in the following terms:

PART 1: INTERPRETATION



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D 10

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

In this deed -

'Adjacent Subjects' means the subjects in this Title.

'Ancillary buildings' means those buildings referred to in rule 3.2(b);

'Common Ground' has the meaning given in rule 16;

'Development' means the subjects at Moss Road, Bridge of Weir, edged brown on the cadastral map under exception of the Adjacent Subjects;

'Factor' means the factor appointed under rule 20.1(a);

'Neighbour Consent', in relation to any plot, means the written consent of the proprietor of any other plot with which it shares a common boundary; except that where The Developer owns any plot in the Development it means the written consent of The Developer.

'Plot' means any heritable property within the Development which is designed to be held in separate ownership and on which a house is, or is to be, erected;

'Proprietor' means the person who has right to any plot whether or not that person has completed title (and if more than one person comes within that description means such person as has most recently acquired such right); and where two or more persons have right to a plot pro indiviso 'proprietor' means both or all of them;

'The Developer' means Westminster Homes Limited, incorporated under the Companies Acts and having their registered office at Two hundred and sixteen West George Street, Glasgow.



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

PART 2: COMMUNITY BURDENS

A. LEGAL STATUS OF THE RULES

Rule 1 - status of rules and date of creation

1.1 The rules set out in this Part are imposed on the Development as

(a) community burdens (in which the community is the Development), and

(b) real burdens in favour of any Plot of which The Developer is the Proprietor;

1.2 The rules take effect, in respect of any plot or any other part of the Development, on the date on which there is registered in the Land Register a valid disposition of that plot or part in which the burdens in this Deed are stated to apply.

Rule 2 - variation and discharge

2.1 This rule provides for the variation or discharge of any rule in this Part -

(a) in respect of the whole Development or any part of the Development, and

(b) to the extent that the rule is a community burden.

2.2 A rule may be varied or discharged by a deed of variation or discharge under section 33 of the Title Conditions (Scotland) Act 2003 granted -



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D 12

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(a) by or on behalf of the owners of at least thirty per cent of the plots in the Development, or

(b) by the factor.

2.3 But the factor may grant a deed under rule 2.1 only where authorised to do so under rule 20.1(c).

C: THE COMMON GROUND

Rule 16 - meaning of 'Common Ground'

16.1 In this deed 'Common Ground' means the Development under exception of -

(a) the plot

(b) all prospectively adoptable roads and footpaths,

(c) any electricity sub-stations and gas governors,

(d) all other parts of the Development specifically conveyed to a proprietor or to two or more proprietors,

(e) the Adjacent Subjects,

(f) any area disposed or to be disposed to the Greenbelt Group Limited, their successors or any associated body or to the Local Authority and it includes (but is not limited to) the open spaces, amenity areas, landscaped areas, surface water attenuation structures, storm water treatment ponds, filtration trenches, play areas (including any play equipment thereon), woodland areas, access ways and field drains running through those areas, culverts, footways and water courses running through or alongside these areas.



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

16.2 The proprietors are responsible for the maintenance and renewal of the Common Ground, the prospectively adoptable roads and footpaths and the Adjacent Subjects as provided for in terms of Rule 21 hereof Liability in respect of the prospectively adoptable roads and footpaths and the Adjacent Subjects shall cease when maintenance of those parts is taken over by the Local Authority or any other third party. The said maintenance may be carried out on the instructions of either the Developer prior to the sale of the last plot on the Development or by the factor with a right of reimbursement against each proprietor.

Rule 17 - decision-making by meeting

17.1 Except where rule 24 applies, the proprietors may make decisions in respect of the matters specified in rule 20 at any meeting called in accordance with this rule.

17.2 A meeting may be called by -

(a) the proprietors of any three 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.

17.3 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 and the place where it is to be held, and

(b) the business to be transacted at the meeting.



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D 14

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

17.4 Any inadvertent failure to comply with rule 17.3 as respects any proprietor does not affect the validity of proceedings at a meeting.

17.5 A proprietor may appoint a mandatory to attend the meeting and to vote on his behalf

Rule 18 - conduct of meeting

18.1 A meeting is not to begin unless there is present or represented a quorum, that is to say the proprietors of any three plots.

18.2 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 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 any 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.

18.3 A meeting may be postponed only once; and if at a postponed meeting the provisions in rule 18.1 as respects a quorum are not satisfied, then the proprietors who are present or represented are to be deemed a quorum.

18.4 If a meeting has begun, it may continue even if the number of members present or represented ceases to be a quorum.

18.5 The proprietors present or represented are to elect one of their number or the factor to be chairman of the meeting.



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D 15

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

18.6 The chairman is to arrange for a person to take minutes of the meeting.

18.7 Any proprietor present or represented may nominate additional business to be transacted.

Rule 19 - voting

19.1 One vote is allocated to each plot; and any right to vote is exercisable by the proprietor of that plot or his mandatory.

19.2 If a plot is held by two or more persons, the vote allocated to that plot 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 plot.

19.3 A decision is made by majority vote of all the votes cast.

19.4 But where The Developer is proprietor of any plot, no decision is made unless it is supported by the vote for that plot.

19.5 A decision on a matter specified in rule 20 is binding on all the proprietors and on their successors as proprietors.

Rule 20 - matters on which decisions may be made

20.1 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 -



TITLE NUMBER REN107876

D 16

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

- (i) the power to make a binding decision on the matters mentioned in paragraphs (f) and (g) below, and
 - (ii) the power to enforce any rule;
 - (c) to confer on the factor the power to grant, under rule 2, -
 - (i) a specific deed of variation or discharge, or
 - (ii) deeds of variation or discharge of a specific kind;
 - (d) to revoke, or vary, the right to exercise such of the powers conferred under paragraphs (b) and (c) above as they may specify;
 - (e) to dismiss the factor;
 - (f) to order maintenance, repairs, decoration and cleaning and other operations in respect of the Common Ground and the prospectively adoptable roads or footpaths and the Adjacent Subjects;
 - (g) to employ such gardeners, cleaners and other staff as may be required for the maintenance and preservation of the Common Ground and the prospectively adoptable roads and footpaths and the Adjacent Subjects;
 - (h) to fix the amount of the annual maintenance charge (as to which see rule 22);
 - (i) to fix the amount of the initial deposit (as to which see rule 23);
 - j) to nominate a person to collect, on behalf of the proprietors, the annual maintenance charge or the initial deposit; and
-



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D 17

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

- (k) to contract with service and utility providers;
- (l) to fix the amount of insurance cover;
- (m) to modify or revoke any previous decision.

20.2 A factor shall be entitled to instruct and have executed such works considered necessary for the interim protection or safety of the Development or any part thereof or of any person without a meeting having to be called.

Rule 21 - liability for costs

21.1 Maintenance and other costs (including any lighting costs) arising out of a binding decision on a matter specified in rule 20 are shared equally among the plots, and each proprietor is liable accordingly.

21.2 The factor can recover unpaid costs on behalf of the proprietors and may do so in his own name.

21.3 Where a cost cannot be recovered from a proprietor for some reason such as that -

- (a) the estate of that proprietor has been sequestered, or
- (b) that proprietor cannot, by reasonable inquiry, be identified or found,

then that share must be paid by the other proprietors as if it were a cost mentioned in rule 21.1.

PART 3: SERVITUDES

B. Development servitudes



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

Benefited and burdened properties

B.1 The rights in this clause are imposed as servitudes on the Development in favour of the Benefited Property, that is to say, in favour of-

- (a) each plot, and
- (b) the Adjacent Subjects.

Service media

B.2 There is a right to lead pipes, cables, wires or other enclosed units over or under the Development for sewage, electricity, gas, water and all other necessary purposes.

B.3 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 and renewal.

Use of roads

B.4 There is a right of access for pedestrian and vehicular traffic (including construction traffic) over all roads, footpaths, parking spaces and lanes within the Development.



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D 19

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

B.5 This includes a right to form, construct, re-design, and re-align the roads, footpaths, parking spaces and lanes.

Extent and duration

B.6 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).

B.7 Except for the right mentioned in clause B.2, the rights conferred by this clause are extinguished in respect of any plot of the Benefited Property when that plot ceases to be owned by The Developer.

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.

- 10 Disposition by CDM Pro Limited to Carmichael Homes Limited, registered 7 May 2021, of the subjects at Moss Road/Bracken Place, Bridge of Weir being that part of subjects in this Title tinted brown on the cadastral map, contains the following:

The Seller declares that the transfer effected by this Disposition is excluded from the operation of sections 40(1) and 37(8) of the Land Reform (Scotland) Act 2003 by virtue of section 39(5) of that Act.

- 11 Deed of Conditions, registered 1 Dec 2021, by Carmichael Homes Scotland Limited, registered proprietors of the Development (hereinafter defined), hereby provide as follows:

PART 1: INTERPRETATION

In this deed -



TITLE NUMBER REN107876

D 20

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

"Common Ground" has the meaning given in rule 16;

"Development" means ALL and WHOLE the property at Moss Road, Bridge of Weir being the whole subjects registered in the Land Register of Scotland under Title Number REN107876;

"Factor" means any factor appointed under rule 20(a) of Part 2;

"Plot" means any heritable property within the Development which is designed to be held in separate ownership and on which a house or flat is, or is to be, erected as the context may permit;

"Proprietor" means the person who has right to any plot whether or not that person has completed title (and if more than one person comes within that description means such person as has most recently acquired such right); and where two or more persons have right to a plot pro indiviso "proprietor" means both or all of them;

"The Developer" means the said Carmichael Homes Scotland Limited.

PART 2: COMMUNITY BURDENS

A. LEGAL STATUS OF THE RULES

Rule 1 - status of rules and date of creation

1.1 The rules set out in this Part are imposed on the Development as -

(a) community burdens (in which the community is the Development), and



TITLE NUMBER REN107876

D 21

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(b) real burdens in favour of any Plot of which The Developer is the Proprietor;

but rule 24 is a manager burden (only).

1.2 The rules take effect, in respect of any plot or any other part of the Development, on the date on which there is registered in the Land Register a valid disposition of that plot or part in which the burdens in this Deed are stated to apply.

Rule 2 - variation and discharge

2.1 This rule provides for the variation or discharge of any rule in this Part -

(a) in respect of the whole Development or any part of the Development, and

(b) to the extent that the rule is a community burden.

2.2 A rule may be varied or discharged by a deed of variation or discharge under section 33 of the Title Conditions (Scotland) Act 2003 granted -

(a) by or on behalf of the owners of at least thirty per cent of the plots in the Development, or

(b) by the factor.

2.3 But the factor may grant a deed under rule 2.1 only where authorised to do so under rule 20(c).

B. THE PLOTS

Rule 3 - restrictions on building



TITLE NUMBER REN107876

D 22

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

3.1 No building (whether permanent, temporary, or portable) can be erected on a plot.

3.2 Rule 3.1 does not apply to the erection on each plot of -

(a) a single house; and

(b) ancillary buildings, that is to say, such other buildings as are reasonably ancillary to the house, including a greenhouse, garage and garden shed

3.3 An ancillary building or garage cannot be owned separately from the house.

Rule 4. - Houses

4.1 Any house is to be used as a private dwellinghouse only, and may not be used, other than in an ancillary capacity, for any trade, business or profession.

4.2 The house must not be subdivided or occupied by more than one family at a time.

4.3 No change to the colour of the external paintwork of -

(a) the house

(b) any garage, and

(c) any boundary wall or fence

can be made unless authorized by a meeting of proprietors.

Rule 5 - the garden ground



TITLE NUMBER REN107876

D 23

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

5.1 No tree or hedge within a plot can be cut down or pruned except as a matter of common maintenance

5.2 Any garden must be maintained in a neat and tidy condition.

Rule 6 - further restrictions on use of a plot

6.1 The restrictions in this clause affect each plot (including any buildings on the plot).

6.2 No board, card, plate or advertising notice of any kind can be placed on the plot.

6.3 Rule 6.2 does not apply to -

(a) a board or notice in relation to the sale of the plot

(b) a maximum of two small plates on a house or flat showing the name of the owner or of the house or flat and its number.

6.4 No caravan, boat, trailer or commercial or light goods vehicle can be parked on the plot unless same (i) are parked behind the building line of the house and (ii) do not cause a nuisance to neighbouring proprietors or affect the amenity of the Development.

6.5 There must not be kept on the plot -

(a) any poultry, ducks, pigeons, bees or other livestock, or

(b) any other animal which is a nuisance to adjoining proprietors.

And a proprietor must not breed any animals on the plot.

Rule 7 - maintenance of plot and buildings



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D 24

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

7.1 The proprietor of a plot must -

(a) maintain the plot in a good state of repair;

(b) maintain the house, and other buildings on the plot in a good state of repair and decoration; and

(c) ensure that no damage occurs to any building which might affect any adjacent plot or building or create a nuisance to other proprietors.

7.2 In the event of a proprietor failing to adhere to rule 7.1 any maintenance or other works in so far as relating to the external appearance may be carried out by The Developer or the factor with a right of reimbursement for expenses against the proprietor.

Rule 8 - insurance

8.1 Any house or other building on a plot must be insured with a reputable insurer for full reinstatement value.

8.2 A building which is destroyed or damaged must be re-built or repaired within two years.

8.3 For the purposes of rule 8.2 -

(a) the whole sums received from the insurers must be expended; and

(b) except with neighbour consent, the building must be restored to its previous design and dimensions.

Rule 9 - boundary walls and fences



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D 25

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

9.1 Any wall, fence or hedge must not exceed 1.8 metres in height except with neighbour consent.

9.2 It must be maintained in a good state of repair and, where it is a mutual wall or fence which separates one plot from one or more additional plots, maintained, repaired and replaced as necessary by the proprietors from time to time of such plots.

9.3 No leylandii or similar conifers shall be allowed to grow in excess of 4 metres within a plot.

Rule 10 - mutual gables

10.1 This rule applies to any Block which is semi-detached or terraced.

10.2 The mutual gable wall between any two such Blocks is to be maintained in a good state of repair and at the joint expense of the respective owners.

Rule 11 - common property

11.1 This rule applies to any-

(a) building

(b) driveway

(c) path

(d) parking space

(e) landscaped area

(f) rhone, pipe, conductor and cable or



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D 26

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(g) fence including any acoustic fencing

which is owned, or part of which is owned, by the proprietors of two or more plots as common property but which is not Common Ground.

11.2 The proprietors of the plots in question must maintain in a good state of repair (and where necessary restore or renew) the property to which this rule applies, the costs being shared equally among the plots; and each proprietor is liable accordingly.

11.3 All driveways, paths, parking spaces, rhones, pipes and conductors must be kept free from obstruction.

Rule 12 - common sewers

12.1 This rule applies to any sewer (including any drain surface water attenuation structures, storm water treatment ponds and filtration trenches) which serves houses or flats on two or more plots.

12.2 The proprietors of the plots in question must maintain the sewer, the costs being shared equally among the plots; and each proprietor is liable accordingly.

12.3 The proprietor of each plot must maintain any branch pipe which leads from a house on the plot to the sewer or any culvert or filtration trench within the plot.

12.4 In this rule "maintain" means -

(a) clean

(b) maintain in a good state of repair



TITLE NUMBER REN107876

D 27

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(c) clear blockages, and

(d) renew

and in rule 12.3 (but not in rule 12.2) it includes the clearing of any blockage at the junction of the branch pipe with the sewer.

Rule 13 - service strips

13.1 This rule applies to any service strip in a plot.

13.2 A "service strip" means an area or conduit normally two metres or thereby in width under or through which mains, pipes, drains, sewers, cables and wires are lead along the perimeter of the plot.

13.3 The service strip must be kept in such a way that its location and identity are apparent, and it must be maintained in a neat and tidy condition.

13.4 Nothing can be planted or allowed to grow on the service strip other than grass seeding or turf nor any rockery placed thereon.

13.5 No building or other structure or anything which may impede access can be erected on the service strip, and it must be kept clear of all surface and underground obstructions.

13.6 Any existing block paviers must be left undisturbed.

13.7 Nothing must be done which would be likely to -

(a) damage any pipes, ducts, cables or other apparatus within the service strip,



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(b) make access to such apparatus more difficult or expensive,
or

(c) alter the surface level of the service strip.

Rule 14 visibility splays

14.1 This rule applies to any visibility splay in a plot.

14.2 Nothing can be planted or allowed to grow on an area along the perimeter of a plot (other than grass seeding or turf) which would prejudice the line of sight or visibility of any road user. Such an area is referred to as a visibility splay.

14.3 No building or other structure or obstruction can be erected on the visibility splay.

Rule 15 - wayleaves

15.1 This rule applies to any wayleave in a plot.

15.2 A "wayleave" means an area or conduit under or through which mains, pipes, drains, sewers, cables wires and other services are lead which is not a service strip.

15.3 No building or other structure can be erected on the wayleave other than a building or a structure erected by The Developer.

15.4 But where the wayleave is a sewer wayleave no building, structure or tree shall be erected or planted closer than two metres from such wayleave.

15.5 No operations can be carried on there which would interfere with any sewer or, as the case may be, services.



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

C: THE COMMON GROUND

Rule 16 - meaning of "Common Ground"

16.1 In this deed "Common Ground" means the Development under exception of -

(a) the plot

(b) all prospectively adoptable roads and footpaths,

(c) any electricity sub-stations and gas governors, and

(d) all other parts of the Development specifically conveyed to a proprietor or to two or more proprietors,

and it includes (but is not limited to) any open spaces, amenity areas, visitors car parking spaces, landscaped areas, surface water attenuation structures, storm water treatment ponds, filtration trenches, play areas (including any play equipment thereon), woodland areas, access ways and field drains running through those areas, culverts, footways and water courses running through or alongside these areas.

16.2.1 The proprietors are responsible equally between them for the maintenance and renewal of the Common Ground and the prospectively adoptable roads and footpaths as provided for in terms of Rule 21 hereof.

16.2.2 The said maintenance may be carried out on the instructions of either the Developer or the prior to the sale of the last plot on the Development or by the factor with a right of reimbursement against each Plot Proprietor. The obligation contained in this rule shall extend to and include the maintenance of any roadways, footpaths, play areas and equipment located therein, woodland, lighting, electricity



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

supplies, cables, fittings, fences, walls, steps, hedges, gates, gabion baskets, support structures, the

sewerage pumping station and all equipment relating thereto, sewers, drains, gas and mains water supply pipes, electricity mains and cables and other cables in so far as situated within the Common Ground. The obligation shall also extend to and include maintenance of all prospectively adoptable roads and footpaths within the Development wherever situated.

Rule 17 - decision-making by meeting

17.1 Except where rule 24 applies, the proprietors may make decisions in respect of the matters specified in rule 20 at any meeting called in accordance with this rule.

17.2 A meeting may be called by -

(a) the proprietors of any three plots in relation to any matter concerning the Development; 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.

17.3 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 and the place where it is to be held, and

(b) the business to be transacted at the meeting.



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D 31

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

17.4 Any inadvertent failure to comply with rule 17.3 as respects any proprietor does not affect the validity of proceedings at a meeting.

17.5 A proprietor may appoint a mandatory to attend the meeting and to vote on his behalf.

Rule 18 - conduct of meeting

18.1 A meeting is not to begin unless there is present or represented a quorum, that is to say, the greater of (i) the proprietors of twenty per cent of the plots entitled to attend or (ii) the proprietors of any three plots.

18.2 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 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 any 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.

18.3 A meeting may be postponed only once; and if at a postponed meeting the provisions in rule 18.1 as respects a quorum are not satisfied, then the proprietors who are present or represented are to be deemed a quorum.

18.4 If a meeting has begun, it may continue even if the number of members present or represented ceases to be a quorum.

18.5 The proprietors present or represented are to elect one of their number or the factor to be chairman of the meeting.



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D 32

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

18.6 The chairman is to arrange for a person to take minutes of the meeting.

18.7 Any proprietor present or represented may nominate additional business to be transacted.

Rule 19 - voting

19.1 One vote is allocated to each plot; and any right to vote is exercisable by the proprietor of that plot or his mandatory.

19.2 If a plot is held by two or more persons, the vote allocated to that plot 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 plot.

19.3 A decision is made by majority vote of all the votes cast.

19.4 But where The Developer is proprietor of any plot, no decision is made unless it is supported by the vote for that plot.

19.5 A decision on a matter specified in rule 20 is binding on all the proprietors and on their successors as proprietors.

Rule 20 - matters on which decisions may be made

20.1 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 -



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D 33

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ENTRY
NO

SPECIFICATION

- (i) the power to make a binding decision on the matters mentioned in paragraphs (f) and (g) below, and
- (ii) the power to enforce any rule;
- (c) to confer on the factor the power to grant, under rule 2, -
 - (i) a specific deed of variation or discharge, or
 - (ii) deeds of variation or discharge of a specific kind;
- (d) to revoke, or vary, the right to exercise such of the powers conferred under paragraphs (b) and (c) above as they may specify;
- (e) to dismiss the factor;
- (f) to order maintenance, repairs, decoration and cleaning and other operations in respect of the Development and specifically the Common Ground;
- (g) to employ such gardeners, cleaners and other staff as may be required for the maintenance and preservation of the Development and specifically the Common Ground and the prospectively adoptable roads and footpaths;
- (h) to fix the amount of the maintenance charge (as to which see rule 22) including the cyclical maintenance fund;
- (i) to fix the amount of the initial deposit (as to which see rule 23);
- (j) to nominate a person to collect, on behalf of the proprietors, the annual maintenance charge or the initial deposit; and



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D 34

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(k) to contract with service and utility providers;

(l) to fix the amount of insurance cover;

(m) to modify or revoke any previous decision.

20.2 A factor shall be entitled to instruct and have executed such works considered necessary for the interim protection or safety of the Development or any part thereof or of any person without a meeting having to be called.

20.3 In the event of a dispute arising as to whether the repairs were necessary the matter shall be referred to the amicable decision of the Sheriff Principal for the Sheriffdom in which the Development is located or his nominee or sole arbiter.

Rule 21 - liability for costs

21.1 Maintenance and other costs (including any lighting costs) arising out of a binding decision on a matter specified in rule 20 are shared equally among the affected plots.

21.2 The factor can recover unpaid costs on behalf of the proprietors and may do so in his own name.

21.3 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,

(c) that proprietor refuses or delays to make payment,



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D 35

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

then that share must be paid by the other proprietors as if it were a cost mentioned in rule 21.1.

Rule 22 - maintenance charge

22.1 Each proprietor must pay to the factor (or to a person nominated for that purpose) the annual maintenance charge fixed in accordance with rule 20(h).

22.2 The maintenance charge is payable quarterly and is an advance payment in respect of a proprietor's liability under rule 21.

22.3 Where, in any year, the annual maintenance charge exceeds a proprietor's liability under rule 21, the excess is to be retained as an advance payment for liability in subsequent years.

22.4 If requested to do so by any proprietor in writing, the factor must within two months of the eleventh November 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 and vouched statement of account of his intromissions in respect of the period of twelve months ending on the eleventh November.

22.5 All sums held by the factor in respect of the Development (whether by virtue of this or any other rule) are held by him in trust for the proprietors.

Rule 23 - initial deposit



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D 36

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

23.1 On taking entry to a plot, a proprietor must pay to -

(a) the factor

(b) a person nominated for that purpose, or

(c) in a case where rule 24 applies, The Developer

an initial deposit.

23.2 The initial deposit is such other sum as may be fixed in accordance with rule 20(i).

23.3 On ceasing to be proprietor of a plot a person is entitled to repayment of the initial deposit -

(a) without interest, and

(b) under deduction of any sums due by that person under rule 21;

but no repayment is due until the initial deposit has been paid by the new proprietor of the plot.

Rule 24 - decision-making by The Developer

24.1v This rule creates a manager burden in favour of The Developer and their nominees and applies -

(a) for the period of five years beginning with the date on which this deed is registered;

(b) for the period during which The Developer is proprietor of at least one plot or part of the Development;



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D 37

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

whichever is the shorter.

24.2 The Developer and their nominees may make decisions in respect of the matters specified in rule 20, and any such decision is binding on all the proprietors and on their successors as proprietors.

24.3 Without prejudice to the foregoing the Developer may appoint the factor for the Development for a period of at least three years.

D: THE DEVELOPMENT

Rule 25 - restrictions on building

No shops or other buildings can be erected on the Development -

(a) for the sale of wine, spirits or other excisable liquors,
or

(b) for the making or manufacture of any goods for sale.

Rule 26 - roads and vehicles

26.1 No motor cars, caravans, motor cycles or other vehicles can be parked on any path, border, garden or on the Common Ground.

26.2 No caravan, boat, trailer or commercial vehicle can be parked on any parking space, other than a parking space within a plot (as to which see rule 6.5).

26.3 All roads, paths and footways (other than those within a plot) must be kept free from obstruction.



TITLE NUMBER REN107876

D 38

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

26.4 No part of the Development or Common Ground shall be used for the bleaching or drying of clothes except any rear garden ground of a plot.

26.5 Existing trees and shrubs growing on the Common Ground shall not be pruned, cut down or damaged unless by order of the Local Authority or authorized by a meeting of the proprietors.

Rule 27 - dogs

27.1 Except within the dog-owner's own plot (as to which see rule 6.6) no dog is permitted on the Development unless it is -

(a) kept on a lead, and

(b) accompanied by a responsible person.

27.2 No dog must be allowed to foul any part of the Development.

PART 3: SERVITUDES

A: Community servitudes

Benefited and burdened properties

A.1 The rights in this clause are imposed as servitudes on the Development in favour of each plot.

Use of roads

A.2 There is a right of access for pedestrian and vehicular traffic over all roads, footpaths, parking spaces and lanes within the Development.

Access for repairs



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

A.3 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, or

(c) any communal satellite, digital or other television aerial and equipment serving

a plot there is a right of access over, and use of, any other plot.

A.4 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 the case of emergency).

B: Development servitudes

Benefited and burdened properties

B.1 The rights in this clause are imposed as servitudes on the Development in favour of the Benefited Property, that is to say, in favour of each plot.

Service media

B.2 There is a right to lead pipes, cables, wires or other enclosed units over or under the Development for sewage, electricity, gas, water and all other necessary purposes.

B.3 This includes a right -



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(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 and renewal.

Use of roads

B.4 There is a right of access for pedestrian and vehicular traffic (including construction traffic) over all roads, footpaths, parking spaces and lanes within the Development.

B.5 This includes a right to form, construct, re-design, and re-align the roads, footpaths, parking spaces and lanes.

Extent and duration

B.6 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).

B.7 Except for the right mentioned in clause B.2, the rights conferred by this clause are extinguished in respect of any plot of the Benefited Property when that plot ceases to be owned by The Developer.

C: Building servitudes

Benefited and burdened properties



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

C.1 The rights in this clause are imposed as servitudes on each plot in favour of the Development.

Access for construction

C.2 There is a right of access for the purpose of the erection of a house or other structure including walls, fences, roads, pavements and landscaping on any other plot.

C.3 This includes a right -

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

Re-positioning of fences

C.4 There is a right to re-position any boundary wall or fence so as to accord with the title plans.

C.5 There is a right of access to all service strips, visibility splays and wayleaves including the rights to inspect, maintain, renew and re-establish same with a right of relief against the proprietor

C.6 The Developer retains the right for so long as they remain owner of any part of the Development to grant servitude rights in favour of the adjoining proprietors.

D.1 The rights in this rule are imposed as servitudes on a plot in favour of an adjoining

plot.



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

D.2 Where the eaves of a dwellinghouse or garage constructed by the Developers overhang an adjoining plot within the Development there shall be a servitude right constituted in favour of the plot to which the eaves pertain over the said adjoining plot for the purpose of retaining and maintaining said eaves.

D.3 This right includes all necessary rights of access to and egress from the adjoining plot.

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.

F: RIGHTS IN FAVOUR OF STATUTORY UNDERTAKERS

F.1 The rights in this clause are imposed as servitudes on each plot in favour of the Development.

F.2 There is hereby specially reserved a servitude right of wayleave in favour of the Developers, the relevant Local Authority bodies and their statutory successors, the relevant Water Authority, Scottish Power pic, British Gas, Transco, British Telecom and any other public utility or appropriate Local Authority and their successors and Agents and Contractors and any other persons or person interested therein for any line or lines of drains, field drains, sewers and ancillary structures, water mains and pipes, gas, electricity and telecommunications pipes and cables, telegraphic plant and other communication and all other pipes, lines and cables under, in, upon, over, along or across the Development as presently existing or which the Developers may at any time hereafter consider necessary or expedient for the drainage and service both of the Development and the Benefited Property



TITLE NUMBER REN107876

D 43

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

along the presently existing routes thereof and by such route or routes as the Developers may consider reasonable and convenient and to connect up to and link in with any such drains, field drains, sewers, and ancillary structures, water mains and pipes, gas, telecommunications, electricity pipes and cables, telegraphic plant and others but not passing under the buildings to be erected on the said plots together with a right of access to all the said drains, field drains, sewers, and ancillary structures, water mains and pipes, gas, telecommunications, electricity, telegraphic plant and others and all other pipes, lines and cables or any of them and the route or routes thereof whenever necessary in favour of the Developers or the said relevant Local Authority bodies, the relevant Water Authority, Scottish Power pic , British Gas, Transco, British Telecom and any other public utility or appropriate Local Authority and their successors, Agents and Contractors for the purpose of laying, inspecting, clearing, maintaining, repairing or renewing the said drains, field drains, sewers, and ancillary structures, water mains and pipes, gas, telecommunications electricity pipes and cables, telegraphic plant and all others and all other pipes, lines and cables or any of them, the person or persons or Statutory Undertakers in terms of the relevant Statutory Enactments being bound to make good any damage occasioned by his or their operations;

F.3 The Development is burdened with heritable and irredeemable servitude rights of wayleave for the sewers presently lying within the Development and for such other

sewers as may be installed within the Development, said sewers serving the Development and the Benefited Property:

G. No Application To The Lands Tribunal



TITLE NUMBER REN107876

D 44

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

No application may be made by the proprietor from time to time of any plot within the Development under Section 90(1) (a) (i) of the Title Conditions (Scotland) Act 2003 in respect of the burdens and reservations set out in these presents for the period of 5 years from the date of registration of such proprietor or proprietors' Disposition in respect of any such plot or plots in the Land Register of Scotland.

Note: The rules in the said Deed of Conditions take effect, in respect of any plot or any other part of the Development, on the date on which there is registered in the Land Register a valid disposition of that plot or part in which the burdens in the said Deed of Conditions are stated to apply.

- 12 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.