

## Chris Tulips

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**From:** noreply@ros.gov.uk  
**Sent:** 22 October 2020 15:07  
**To:** Chris Tulips  
**Subject:** Application digitally submitted for: WLN55213 (SHEEPHOUSEHILL, BATHGATE)

# Submission confirmation

Submission reference:

## TXAK-9C52-U2A6-JZTJ

Submission date: 22/10/2020

## Submission confirmation

### Application 1

***Matter reference:***

CT/RCK D00-11

***Application type:***

Deed over the whole of a registered plot

***Deed type:***

Deed of Conditions/Real Burdens

***Title number(s) and Subject(s):***

WLN55213 (SHEEPHOUSEHILL, BATHGATE)

***Applicant(s):***

RCK Developments Ltd, Suite 4F Ingram House, Ingram Street, Glasgow

***Granter(s):***

RCK Developments Ltd, Suite 4F Ingram House, Ingram Street, Glasgow

## What happens next?

Now that we have your application, it will be processed as if it had arrived by post.

You will also receive your application email updates as normal.

**You do not need to supply anything by post now. If you referenced documents or deeds you didn't upload we will be in touch to request as required.**

If you have any queries contact [customer.services@ros.gov.uk](mailto:customer.services@ros.gov.uk) quoting your digital submission reference: TXAK-9C52-U2A6-JZTJ.

[View this submission TXAK-9C52-U2A6-JZTJ.](#)



# Submission Successful

Submission reference

**TXAK-9C52-U2A6-JZTJ**

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Agent Details	
<b>Agent's name and address</b> STREFFORD TULIPS E-PAYMENT ACCOUNT DX HA58 HAMILTON	<b>Agent's reference</b> CT/RCK D00-11
	<b>Agent's telephone number</b> 01698 429 428
	<b>Agent's email address</b> c.tulips@strefford-tulips.co.uk

Application Details				
<b>Application type</b> Deed over the whole of a registered plot			<b>Type of deed</b> Deed of Conditions/Real Burdens	
<b>County</b>		<b>Development plan approval number</b> WLN55213		<b>Development plan plot number</b> WLN55213
<b>Title number</b> WLN55213	<b>Title number</b>	<b>Title number</b>	<b>Title number</b>	<b>Title number</b>
<b>Search sheet number(s) (if known)</b>				<b>Date of entry</b>

Payment Details		
<b>FAS number</b> 5449		<b>Payment method</b> Direct Debit
<b>Monetary consideration</b>		<b>Non-monetary consideration</b>
<b>Value</b>	<b>Relevant rent</b>	<b>Fee</b> £70.00

Property Details		
<b>Property name</b>		<b>Property number</b>
<b>Street name</b> SHEEPHOUSEHILL	<b>Town</b> BATHGATE	<b>Postcode</b>

Notification Details	
<b>Email address for applicant's notification</b> c.tulips@strefford-tulips.co.uk	<b>Additional email address</b>
<b>Additional email address</b>	<b>Additional email address</b>



ROI Question			
Is the validity of the deed to which this application relates capable of being affected by an entry in the Register of Inhibitions and Adjudications ("RoI")?	Yes	<input checked="" type="checkbox"/>	No
If yes, has a search of the RoI been carried out on the granter of the deed and any party whose right has vested in the granter by virtue of any unregistered mid-couple or link in title?	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, please provide the date to which the search was certified.			
Did the search disclose an entry in the RoI which might affect the validity of the deed to which this application relates?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
If yes, please provide details.			

Extension of Warranty			
Are you applying for an extension of warranty under section 75(1)?	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, please indicate the relevant subsection of section 73(2) in respect of which you are applying.			
<i>Evidence in line with the Keeper's published guidance must be included with the application or the application will be rejected.</i>			

Declaration
<p><b>Application to register deeds</b></p> <p>I/We apply for registration of the deed identified in Part A of this form and certify that this application complies with the general application conditions in section 22, and the particular applicable conditions mentioned in section 21(2).</p> <p>Where the certification above is made in relation to an application to register a deed, the validity of which is dependent on the registration of a related deed, <b>please provide details of the related deed in the Further Information section.</b></p> <p>By submitting this application form, I/we certify that the information given in this form is complete and correct to the best of my/our knowledge and belief.</p>
<p><b>Warnings</b></p> <p>In submitting this application, you must take reasonable care to ensure that the Keeper does not inadvertently make the register inaccurate as a result of a change made in consequence of it. If you fail to do so, you may be liable to pay compensation to the Keeper for any loss suffered as a result (see section 111).</p> <p>It is an offence to knowingly or recklessly make a materially false or misleading statement, or to intentionally or recklessly fail to disclose material information, in relation to this application (see section 112).</p>

## DEED OF CONDITIONS

WE, RCK DEVELOPMENTS LIMITED, incorporated under the Companies Acts (Company Number SC538142) and having our registered office at Suite 4F, Ingram House, 227 Ingram Street, Glasgow, G1 1DA, registered proprietors of the Development, hereby provide as follows:

### PART 1: INTERPRETATION

In this deed –

‘Common Ground’ has the meaning given in rule 16

‘Development’ means ALL and WHOLE the property at Sheephousehill, Fauldhouse being the whole subjects registered in the Land Register of Scotland under Title Number WLN55213.

‘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 RCK Developments 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
- (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**

- 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**

- 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**

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**

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
- (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
- (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,
  - (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.

### **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, 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 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 four 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.

**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.

**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 –
    - (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
- (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,

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**

- 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**

**24.1** 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;

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.
- 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*

- 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 –

- (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*

- 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.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.

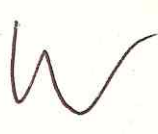

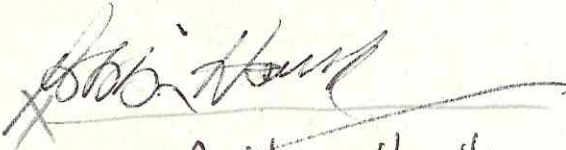
**F.2** There is hereby specially reserved a servitude right of wayleave in favour of the Developers, the relevant Local Authority bodies and their statutory successors, the relevant Water Authority, Scottish Power plc, British Gas, Transco, British Telecom and any other public utility or appropriate 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 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 plc, 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**

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; IN WITNESS WHEREOF

    
William Christopher 714191 Robbin Hamilton  
118 Cadzau St- Director  
Hamilton 20/10/20