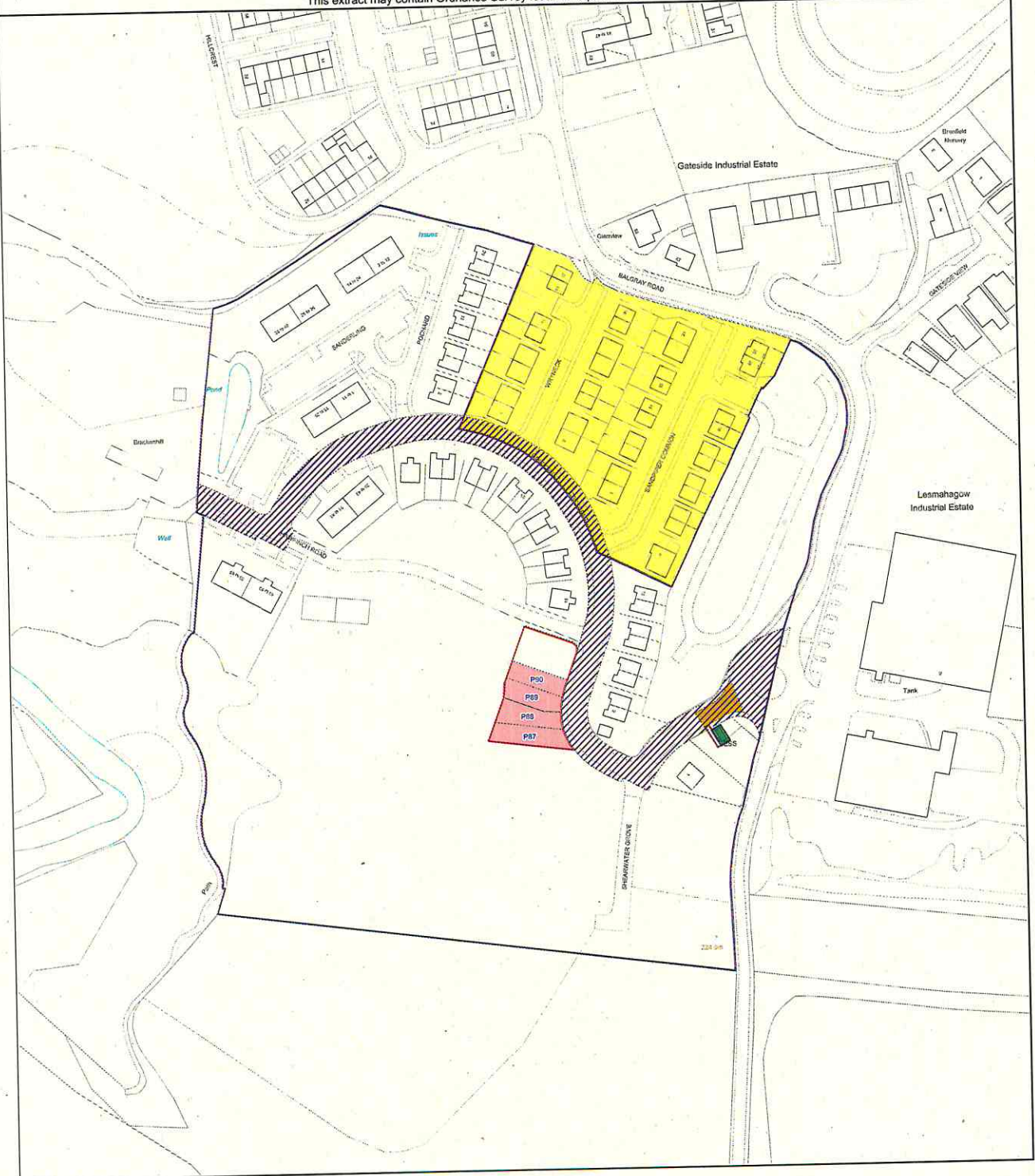


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LAND REGISTER
OF SCOTLAND

Officer's ID/Date
3569
8/8/2019

Title Number
LAN174696

SUPPLEMENTARY PLAN
TO THE TITLE PLAN

NOTE: This copy is a reduction
of the original plan.

energetic	
1	Site Name
2	Site Area
3	Site Number
4	Site Category
5	Site Date
6	Site Status
7	Site Notes
8	Site Reference

Fig. 1 Energy Act 1997
Land Acquisition Drawing
Site Classification

KEY	Plot Boundary
	Proposed Development
	Proposed Access
	Proposed Car Parking
	Proposed Cycle Paths
	Proposed Footpaths



SITE PLAN SCALE = 1:500
AREA OF SITE = 37.5 sq m
GRID REF. NS 819 505

WML Lynch

Checked 23rd April 2007

*This is the plan referred to in the
proceeding application by BJT Property Limited
in favour of Energetic Citycentre Limited
BJT Property Limited
per its Attorney
J. ...*





LAND REGISTER OF SCOTLAND



TITLE NUMBER LAN244042

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION
27 NOV 1989

DATE TITLE SHEET UPDATED TO
15 AUG 2022

REAL RIGHT
OWNERSHIP

DESCRIPTION

Subjects cadastral unit LAN244042 on the west side of GOLDCREST CRESCENT, LESMAHAGOW, LANARK edged red on the cadastral map;.



LAND REGISTER OF SCOTLAND



TITLE NUMBER LAN244042

B 1

B. PROPRIETORSHIP SECTION

ENTRY PROPRIETOR

NO

1 GOW PROPERTIES LIMITED
incorporated under the
Companies Acts (Company
Number SC676469) and having
their Registered Office at
Suite 4f Ingram House, 227
Ingram Street, Glasgow, G1
1DA.

DATE OF
REGISTRATION
06 NOV 2020

CONSIDERATION
£38,000

DATE OF ENTRY
16 OCT 2020



TITLE NUMBER LAN244042

C 1

C. SECURITIES SECTION

ENTRY NO	SPECIFICATION	DATE OF REGISTRATION
1	Standard Security by said GOW PROPERTIES LIMITED to LOWRY CAPITAL LIMITED (Company Number 06019197) incorporated under the Companies Acts and having their registered office at Eden Point, Three Acres Lane, Cheadle Hulme, Cheadle SK8 6RL.	22 NOV 2021
2	Standard Security by said LOWRY CAPITAL LIMITED to ALDERMORE BANK PLC incorporated under the Companies Acts (Registered Number 00947662), Registered Office 1st floor, Block B, Western House, Lynch Wood, Peterborough PE2 6FZ over the Standard Security in entry 1.	22 NOV 2021
3	Standard Security by said GOW PROPERTIES LIMITED to MARK GRIER 19 Albert Park, Carlisle over that part of the subjects in this Title, being the four plots tinted pink and labelled P87, P88, P89 and P90 inclusive in blue on the cadastral map.	15 APR 2022



D. BURDENS SECTION

ENTRY NO

SPECIFICATION

- 1 Disposition by John Ballantyne to County Council of County of Lanark recorded G.R.S. (Lanark) 13 Nov. 1974, of 1112 square metres now forming part of the Eastwood and Balgray highway at Gateside where the roadway travels firstly in a north by easterly direction then curves towards the west by north contains a heritable and irredeemable servitude right of access for forming and maintaining road slopes over that part of the subjects in the Title lying adjacent thereto.
- 2 Disposition by Trustees of The Auchlochan Trust to BMJ Property Limited and their successors and assignees, registered 24 May 2004, of the subjects edged blue and tinted yellow, both on the cadastral map, contains the following burdens:

(First)

The subjects shall be used only for the purposes of residential development,

(Second)

There is reserved to us and our successors as proprietors of the remainder of Hill Farm a servitude right of pedestrian and vehicular access to and egress from the subjects known as Brackenhill, Lesmahagow which is presently enjoyed by way of a route marked in blue on the plan annexed hereto subject only to us and our foresaids meeting an equitable share of the cost of maintenance, repair and renewal thereof according to user until if ever the route of said access/egress is adopted for maintenance by the relevant Local Authority and provided that our said disponees and their successors as proprietors for the time being of the subjects hereinbefore disposed shall be entitled to vary the route of the said rights to the extent required by the Local Authority in connection with the grant of residential planning permission for the said subjects



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(Third)

Our said disponees and their foresaids shall prior to carrying out any development works upon the subjects hereinbefore conveyed erect adequate stockproof fencing on the southern and western boundaries of the subjects hereinbefore conveyed and shall thereafter procure that such fencing is maintained, repaired and when necessary renewed by our said disponees and their foresaids.

Note: The said servitude right of access over the route marked in blue on the deed plan has been varied in terms of the Minute of Agreement in Entry 3.

3. Minute of Agreement and Deed of Servitude between Trustees of the Auchlochan Trust and their successors and assignees (hereinafter referred to as "the First Parties"), proprietors of The Hill, Lesmahagow, registered under Title Number LAN60868 (hereinafter referred to as "the benefited property") and BMJ Property Limited and their successors and assignees (hereinafter referred to as "the Second Parties"), proprietors of the subjects edged blue and tinted yellow, both on the cadastral map (hereinafter referred to as "the burdened property"), registered 28 Apr. 2005, contains agreement between said parties in the following terms:

FIRST

The servitude comprising a real burden in the title to the burdened property and detailed in Clause (Second) in the Disposition in Entry 2 is hereby renounced by the First Parties;

SECOND



LAND REGISTER OF SCOTLAND



TITLE NUMBER LAN244042

D 3

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

There is hereby granted by the Second Parties to the First Parties a servitude right of pedestrian and vehicular access to and egress from the subjects known as Brackenhill, Lesmahagow, forming part of the benefited property by way of the access route hatched blue on the cadastral map, or such variation thereof as may be necessary to comply with the conditions of a residential planning permission obtained by the Second Parties in respect of the Burdened Property;

THIRD

The First Parties shall be bound to meet an equitable share of the cost of maintenance, repair and renewal thereof according to user until, if ever, the route of the said access/egress is adopted for maintenance by the relevant Local Authority and provided that the Second Parties as proprietors of the burdened property shall be entitled to vary the route of the said access and egress rights to the extent required by the Local Authority in connection with the grant of residential Planning Permission for the burdened property;

FOURTH

For the avoidance of doubt the extent of the said servitude rights of pedestrian and vehicular access hereby granted shall be for all construction traffic necessarily and reasonably required pursuant to any development which may occur within that part of the benefited property known as Brackenhill, aforesaid and its surroundings, for all agricultural traffic serving said Brackenhill and its said surroundings and relative to any future residential development which may be undertaken at said Brackenhill and its surroundings.

- Disposition by BMJ Property Limited to Clyde Valley Housing Association Limited (hereinafter referred to as "the Association"), registered 18 May 2005, of 1.276 hectares of



TITLE NUMBER LAN244042

D 4

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

ground, being the subjects tinted yellow on the cadastral map ("the Benefited Property"), contains the following reservations:

1. Unrestricted servitude rights of access to and egress from the Benefited Property for pedestrian and vehicular traffic over the Burdened Property (being the subjects edged blue on the cadastral map) to the publicly maintained carriageway of Balgray Road, Lesmahagow by whatever route or routes are required by the Association and its successors as owners of the Benefited Property including without prejudice to the foregoing generality unrestricted servitude rights of access and egress for construction traffic and unrestricted servitude rights of access and egress for the subsequent owners, tenants and occupants of the dwellinghouses and others to be constructed on the Benefited Property;
2. Unrestricted rights to carry out all necessary works relative to construction of an access road of whatever dimensions are required by the Association and its successors leading to the Benefited Property from the said Balgray Road;
3. Unrestricted rights to lay and construct all necessary service pipes, cables, conduits and other service connections required for the development or residential units and other erections on the Benefited Property in, on, under and over the Burdened Property, including without prejudice to the foregoing generality rights to lay and construct water supply pipes, electricity, telephone and telecommunication cables, gas pipes and drainage pipes and sewer connections ("the Services") with rights of wayleave for the Services over the Burdened Property and the right to connect into existing service pipes, cables, conduits and others in the Burdened Property for the purposes of the Services and rights of access



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

to the Services for the purposes of inspection, maintenance, repair and renewal.

- 5 Disposition by BMJ Property Limited to Energetics Electricity Limited and their successors and assignees, registered 17 May 2007, of the substation site at Balgray Road, Lesmahagow, being the part tinted green on the cadastral map and registered under Title Number LAN194876, contains the following servitudes and real burdens:

1. the Sub-Station Site is disposed in accordance with the following provisions:-

1.1 the Sub-Station Site shall be, in all time coming, used solely for the erection, maintenance and operation of one electricity substation on the Sub-Station Site and, the maintenance and operation of equipment ancillary thereto;

1.2 the said electricity sub-station, the said equipment ancillary thereto and the Sub-Station Site shall be maintained in good repair and condition and, where appropriate, good working order and, the said electricity sub-station shall be enclosed within a glass reinforced plastic (GRP) type enclosure (or such other suitable enclosure as shall be considered satisfactory for current health & safety legislation at all times);

1.3 the Sub-Station Site Owners shall indemnify and keep indemnified the Site Owners against all losses, costs, expenses and liabilities arising out of the presence and operation of the said substation and equipment ancillary thereto and/or a breach of any of the provisions contained herein incumbent upon the Sub-Station Site Owners;

But that subject to the undertaking hereby given by the Site Owners that the Site Owners shall not, save to the extent



TITLE NUMBER LAN244042

D 6

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

that boundary walls or fences have been constructed or are to be constructed around the Site from time to time, build or otherwise place erections on any part of the Access Routes or the Cable Routes.

2. the Substation Site Owners are granted:-

2.1 A servitude right of pedestrian and vehicular access to and egress from the Sub-Station Site from and to the public road known as Balgray Road, Lesmahagow together with the right to use, lay, inspect, maintain, renew and replace all Cables, ducts, connectors and others leading to and from the Sub-Station Site underneath the Access Routes and the Cable Routes.

2.2 A servitude right of pedestrian and vehicular access, together with contractors, equipment and materials, over and onto any part of the Site which is required from time to time for the purposes of maintaining, repairing or renewing the Sub-Station Site, but only to the extent that such maintenance, repairing or renewing cannot reasonably practicably be carried out by taking access only over the Sub-Station Site and the Access Routes and the Cable Routes.

2.3 A servitude right to use, lay, inspect, renew and replace all cables, ducts, connectors and others leading to and from the Sub-Station Site from and to the public road known as Balgray Road, Lesmahagow underneath the Cable Routes.

2.4 A servitude right of pedestrian and vehicular access, together with contractors, equipment and materials, over and onto any part of the Site which is required from time to time for the purposes of inspecting, maintaining, repairing, renewing or replacing the said Cables, ducts, connectors or others, but only to the extent that such inspection, maintenance, repair, renewal or replacement cannot reasonably practicably be carried out from within the Sub-Station Site



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

or from (or immediately adjacent to) the Access Routes and/or the Cable Routes.

2.5 The servitude rights detailed in 2.1-2.4 above shall be exercised by the Sub-Station Site Owners in accordance with the conditions set out in Part B.

3. There is reserved in favour of the Site Owners:-

3.1 the right to vary the Access Routes and the Cable Routes subject to providing suitable alternative form of access to and from the Sub-Station Site and subject to providing suitable alternative cable routes and this shall be at the cost of the Site Owners.

3.2 a servitude right of pedestrian and vehicular access, together with contractors, equipment and materials, over and onto any part of the Sub-Station Site which is required from time to time for the purposes of inspecting, maintaining, repairing, renewing or replacing the Site (under exception of the Sub-Station Site) and/or all pipes, cables, ducts, connectors or others serving the Site (under exception of the Sub-Station Site) but located within the Sub-Station Site but only to the extent that such inspection, maintenance, repair, renewal or replacement cannot reasonably practicably be carried out by taking access only over the Site (under exception of the Sub-Station Site). The said servitude right may only be exercised in such manner as shall cause the minimum disturbance or annoyance as is reasonably practicable to the Sub-Station Site Owners.

Under declaration that:

(I) the provisions in 1.1-1.3 above are burdens upon the Sub-Station Site for the benefit of the Site (under exception of the Sub-Station Site) (and, as such are accepted by the said



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D 8

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

Energetics Electricity Limited for and on behalf of the Sub-Station Site Owners);

(II) the Site Owners undertaking in Clause 1 is a burden upon the Site (under exception of the Sub-Station Site) for the benefit of the Sub-Station Site (and as such, are accepted by the said BMJ Property Limited for and on behalf of the present and future owners of the Site (under exception of the Sub-Station Site));

(III) subject to reservations in Clause 3 above, the provisions in 2.1-2.4 above are burdens upon the Site (under exception of the Sub-Station Site) for the benefit of the Sub-Station Site (and as such, are accepted by the said BMJ Property Limited for and on behalf of the present and future owners of the Site (under exception of the Sub-Station Site));

(IV) no application shall be made, in respect of any of the real burdens or servitudes set out in this Disposition to the Lands Tribunal for Scotland under S90 (1) (a) (i) or S91 (1) of the Title Conditions (Scotland) Act 2003 at any time before the date occurring 5 years after the date of registration of this Disposition in the Land Register of Scotland;

PART A - Definitions

The following words have the following meanings:-

"Access Routes" means (a) those parts of the Site tinted brown on the cadastral map; and (b) those parts of the Site edged brown on the said map.

"Cables" means all and any cables laid by the Sub-Station Site Owners under the Cable Routes in exercise of their function as statutory electricity undertakers in accordance with the provisions of this Disposition.



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D 9

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ENTRY
NO

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"Cable Routes" means (a) those parts of the Site coloured brown on the plan annexed hereto; and (b) those parts of the Site edged brown on the cadastral map.

"Site Owners" means the said BMJ Property Limited and its successors as proprietors of the Site.

"Sub-Station Site" means the subjects tinted green on the cadastral map, which form part and portion of the Site.

"Sub-Station Site Owners" means the said Energetics Electricity Limited and its successors as proprietors of the Sub-Station Site.

"The Site" means the property known as and forming subjects at Balgray Road, Lesmahagow being the subjects in this Title.

Part B - Manner of Exercise of Rights

1. The rights shall be exercised in such a manner as to cause the least practicable inconvenience to Site Owners and the tenants and occupiers from time to time of the same;
2. All cables shall be maintained by the Sub-Station Site Owners in good condition and repair at all times;
3. The Sub-Station Site Owners shall (1) give to the Site Owners reasonable prior written notice of the intended exercise of the servitude rights set out in Clause 2 of the said foregoing Disposition (or no notice in a case of emergency); (2) make good all physical damage caused by the exercise of such rights, as soon as reasonably practicable and all to the reasonable satisfaction of the Site Owners; and (3) obtain any necessary statutory or local authority consents or permissions or licences for the carrying out of the relevant



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NO

SPECIFICATION

works and comply with all applicable statutory and local authority requirements in relation to such works.

4. No vehicles shall be parked on the Access Routes and the Cable Routes nor on any roadway within the Site nor materials placed on such roadway by the Sub-Station Site Owners nor shall the Sub-Station Site Owners otherwise materially obstruct any part of such roadway in the exercise of their rights;

5. The Sub-Station Site Owners shall comply with the reasonable rules and regulations made by the Site Owners (including, without limitation, any factor appointed by, or on behalf of the Site Owners) in the interests of good estate management, relative to the safety of pedestrians and flow of traffic on, and surrounding the Site.

6. All statutory consents necessary for the exercise of such rights by the Sub-Station Site Owners must be obtained by, and at the cost of, the Sub-Station Site Owners and approved of by the Site Owners (or by any factor on their behalf) before commencement (such approval not to be unreasonably withheld nor a decision thereon unreasonably delayed); once such approval is given, the plans and specifications forming part of such statutory consents must be strictly complied with by the Sub-Station Site Owners.

7. In exercising these rights the Sub-Station Site Owners shall not materially or adversely affect the use and enjoyment of the Site and shall minimise and reduce to an acceptable level any disturbance or disruption (whether by noise, dust, vibration obstruction of otherwise) to the use and occupation of the Site with all proper precautions being taken.

8. Once commenced, the Sub-Station Site Owners shall exercise such rights in a proper and workmanlike manner;



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D 11

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

9. The Sub-Station Site Owners shall exhibit, on reasonable request by the Site Owners (or by a factor on their behalf), copies of any insurance policies maintained by the Sub-Station Site Owners providing adequate insurance cover against the risk of loss, injury and/or damage to third parties and/or their property arising as a result of the exercise of such rights.

10. The Sub-Station Site Owners shall indemnify and keep indemnified the Site Owners against all losses, costs, expenses and liabilities arising directly out of the exercise of these rights by the Sub-Station Site Owners and/or a breach of any of the provisions contained herein.

Note: The plan to the foregoing Disposition has been reproduced as supplementary data to the title sheet headed LAN174696 and stamped supplementary plan to the title plan in terms of section 11(1) (a) and (8) of the Land Registration etc. (Scotland) Act 2012.

- 6 Deed of Conditions, registered 15 Nov. 2007, by BMJ Property Limited and Clyde Valley Housing Association Limited, Proprietors of the subjects edged blue and tinted yellow on the cadastral map under exception of the substation tinted green on the cadastral map, contains real burdens and servitudes in the following terms, viz:

PART 1: INTERPRETATION

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

'Association' means the said Clyde Valley Housing Association Limited.



TITLE NUMBER LAN244042

D 12

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

'House' means any terraced house, semi detached or detached dwellinghouse with any garages, parking areas or other buildings or premises pertaining thereto in any case lying within the Development in respect of which any Disposition or other conveyance has been granted with the ground and whole common and other rights, parts and pertinents effeiring thereto;

'Flat" means a flatted dwellinghouse within the Development;

'Block' means a building comprising two or more flats at least two of which are divided from each other horizontally.

'Block Common Parts' has the meaning given in rule 16.6

'Common Ground' has the meaning given in rule 16

'Developer' means the said BMJ Property Limited

'Development' means the subjects at Balgray Road, Lesmahagow, edged blue and tinted yellow on the cadastral map under exception of the substation tinted green on the cadastral map

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

"Housing Association Subjects" means the subjects at Balgray Road, Lesmahagow tinted yellow on the cadastral map

'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



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D 13

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

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;

'Stairwell Common Parts' has the meaning given in rule 16.4

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 and the Housing Association Subjects as -

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

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

but rule 24 is a manager burden (only).

1.2.1 The rules take effect, in respect of any plot or any other part of the Development or the Housing Association Subjects, 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.

1.2.2 Section 92 of the Title Conditions (Scotland) Act 2003 shall apply to this Deed of Conditions with the effect that no application to the Lands Tribunal will be competent under section 90(1)(a)(i) or 91(1) of that Act for the period of five years from the date of registration of this Deed of Conditions in the Land Register for Scotland.



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D 14

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

Rule 2 - variation and discharge

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

(a) in respect of the Development and the Housing Association Subjects or any part thereof, 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, 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).

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 and garden shed.



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D 15

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

3.3 No building (other than an ancillary building) can be enlarged, externally altered reconstructed or re-built.

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

Rule 4 - Houses and Flats

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

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

4.3 Window boxes, flower pots or containers must not be placed on any external window ledge, balcony or on the roof.

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

(a) the house or flat

(b) any garage, and

(c) any boundary wall or fence

can be made unless authorised by a meeting of proprietors.

4.5 No change to the colour of the external paintwork or decoration or alteration to the external appearance of any part of the Block can be made except as a matter of common maintenance under rule 20.



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D 16

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

4.6 No change to the outward appearance of the flats, and of any Stairwell Common Part can be made except as a matter of common maintenance under rule 20.

4.7 All stairwells, landings and halls must be kept clear and free and shall not be used for play or recreation.

4.8 The proprietors of any flat (with the exception of the lowest level flat) shall keep all rooms carpeted with good quality underlay except in the kitchen, utility room and any bathroom.

4.9 No satellite dishes or other television or communication facilities are to be erected on any Block (with the exception of any communal facility) or at the front elevation of any house, garage or ancillary building.

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.

5.3 A rotary clothes dryer and/or clothes pole can be erected in the rear garden

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 trade, business or profession can be carried on in the plot (including the sale, making or manufacture of any beer, wine or liquors).



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D 17

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

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

6.4 Rule 6.3 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.

6.5 Any commercial or light goods vehicle parked within the Development must not cause a nuisance to neighbouring proprietors, affect the amenity of the Development or affect a sightline in respect of a road within the development. No Caravans, boats or trailers may be parked on the Common Ground

6.6 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.

6.7 The roof void of any Block shall not be used to store any heavy or bulky items and the hatch giving access thereto shall be kept clear and free of obstruction at all times.

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;



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D 18

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(b) maintain the house, flat 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 or the Factor with a right of reimbursement for expenses against the proprietor.

7.3 Every three years the proprietors of the flats shall arrange for the Stairwell Common Parts and all external woodwork, metal work or other render to be painted, stained, grained, oiled or varnished as may be necessary.

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.

8.4 The proprietor of each flat shall be bound to concur with the proprietors of the other flats in the same Block in (a) keeping the flat and common subjects effeiring



TITLE NUMBER LAN244042

D 19

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

thereto constantly insured by Common Insurance Policies with a well established Householders Insurance Policy for full reinstatement value or against such other or additional risks as may from time to time be fixed at a meeting of the proprietors held as provided for in rule 20; and (b) keeping the lift parts referred to in rule 16.4(h) constantly insured

8.5 The proprietors of the flats shall be liable for payment of the annual premiums of the said Common Insurance policies. The proportion of the premium payable by each liable proprietor shall be assessed on the basis of the proportion which the sum insured of each individual flat and common parts relating thereto bears to the total sum insured under said policy;

8.6 In the event that any proprietor uses the flat for any purpose which shall occasion an increase in rate of fire or other insurance premium for the insured subjects and the contents thereof or increase the cover of the flat and thereby increasing the insurance premium for the insured subjects the proprietor or proprietors so causing such increase or increases shall be bound to pay the whole of such increase or increases in the insurance premium for the insured subjects and to relieve the remainder of the proprietors thereof;

8.7 In the event of the insured subjects or any part thereof being destroyed or damaged by fire or other of the risks covered by the insurance the whole sum received from the Insurance Company or so much thereof as may be necessary shall be expended in re-erecting or restoring the insured subjects or repairing the damage done and the insured subjects shall be re-erected, restored or repaired to conform as far as practicable with the previous design and dimensions;

8.8 In the event of the cost of any such re-erection, restoration or repairs exceeding the sum recovered from the Insurance Company any further sum required to meet the said



TITLE NUMBER LAN244042

D 20

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

cost shall be paid by the proprietors in the respective proportions specified and shall be recoverable if necessary by an action at the instance of any one or more of the proprietors or of the factor each and all of whom shall have the authority to sue for and to recover all such proportions so far as unpaid for and on behalf of all persons having such an interest in the re-erection, restoration or repair of the insured subjects or any part thereof; And in the event of the sum recovered from the Insurance Company exceeding the cost of the re-erection, restoration or repair any surplus shall be divided among the proprietors as at the date of the loss in the like proportions;

8.9 The proprietors through the factor shall also effect an insurance by a common policy in the name of the factor for behoof of the whole proprietors of houses and flats against the property owners liability arising from the ownership of the Common Ground the indemnity for which shall not be less than TWO MILLION POUNDS (£2,000,000) in respect of any one accident. Each proprietor shall be liable for an equal share of the premium thereof in respect of each plot owned by him. This cover may be incorporated into the said Common Buildings Insurance Policy.

Rule 9 - boundary walls and fences

9.1 Any wall, fence or hedge must not exceed 1.8 metres in height without the consent of the Factor

9.2 It must be maintained in a good state of repair.

9.3 No leylandii or similar conifers shall be allowed to grow in excess of 3 metres in height within a plot.

Rule 10 - mutual gables



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

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
- (g) Block Common Part or
- (h) Stairwell Common Part

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.



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D 22

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SPECIFICATION

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 until same are adopted by the Local Authority.

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



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D 23

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- 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.



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D 24

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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 plots



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- (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 solum of any Block, including any garden, drying area or landscaped area exclusively serving a Block,

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.

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 Development 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 Areas. The obligation shall also extend to and include



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maintenance of all prospectively adoptable roads and footpaths within the Development and the Housing Association Subjects wherever situated.

16.3 Block Common Parts

In this deed 'Block Common Parts' means:-

(a) the solum on which the Block is erected

(b) the foundations, outside walls, entrance canopies and steps leading thereto, the bin stores pertaining to the Block, the roof and roof void including the hatchways in the stairwells giving access thereto,

(c) any common halls, passages, landings or entrances which are not included within the Stairwell Common Parts and any external stairway

(d) any communal satellite, digital or other television aerial equipment and cabling

(e) the sewers, drains, gas and main water supply pipes, electricity mains and cables, rhones, conductors, gutters, water tanks and cisterns, water pumps, ducts and ventilating and waste pipes

(f) all other parts of the Block common to the proprietors of the flats within the Block.

16.4 Stairwell Common Parts

In this deed 'Stairwell Common Parts' means:-

(a) the stairwell, close and steps



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(b) internal and external doors located within a stairwell (excepting the main door to a flat)

(c) common passages and halls and the walls enclosing same

(d) supply cupboards or stores

(e) any common door entry system (but excluding the handset and controls located within a flat)

(f) windows located within a stairwell

(g) the internal lighting, the internal exposed surface finishes of the floors, walls, ceilings and supporting columns therein including any carpeting

(h) The lifts, lift shaft, lift motor room and all electrics and hydraulics relating thereto ('the lift parts').

16.5.1 The proprietors are responsible equally between them for the maintenance and renewal of the Block Common Parts and Stairwell Common Parts as provided for in terms of Rule 21 hereof.

16.5.2 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 Plot Proprietor.

Rule 17 - decision-marking 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 -



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(a) the proprietors of any five plots

(b) the proprietors of any 3 of the flats within a Block in relation to any matter concerning the Block Common Parts and the Stairwell Common Parts

(c) 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.



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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.

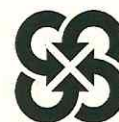
18.6 The chairman is to arrange for a person to take minutes of the meeting.

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



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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 or the Housing Association 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;



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(e) to dismiss the factor;

(f) to order maintenance, repairs, decoration and cleaning and other operations and specifically (i) the Common Ground and the prospectively adoptable roads or footpaths (ii) the Block Common Parts (iii) the Stairwell Common Parts;

(g) to employ such gardeners, cleaners and other staff as may be required for the maintenance and preservation and specifically (i) the Common Ground and the prospectively adoptable roads and footpaths (ii) the Block Common Parts (iii) the Stairwell Common Parts;

(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 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 protection or safety of the Development or the Housing Association Subjects or any part thereof or of any person without a meeting having to be called.



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20.3 A proprietor of any flat shall be entitled to affect a common repair in order to keep the flat wind and water tight and/or in good sanitary condition.

20.4 In the event of any proprietor carrying out repairs referred to in rule 20.3 he shall as soon as reasonably practicable convene a meeting of the proprietors to approve or sanction such repairs.

20.5 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 of South Strathclyde Dumfries and Galloway 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, and each proprietor is liable accordingly but the proprietor of any flat which cannot be accessed by through or via a stairwell shall have no liability in respect of the stairwell Common Parts.

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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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 maintenance charge fixed in accordance with rule 20.1(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 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 (whether by virtue of this or any other rule) are held by him in trust for the proprietors.

Rule 23 - initial deposit and cyclical maintenance



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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 £250 in respect of a flat and £100 in respect of a house or such other sum as may be fixed in accordance with rule 20.1 (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.

23.4 In addition to the initial deposit a proprietor of a flat must pay to the party described in rule 23.1 a Cyclical Maintenance Fund to be held in trust for the proprietors for the purpose of planned inspections and repairs and renewals following from the planned inspections on an annual or otherwise programmed basis.

23.5 The Initial Cyclical Maintenance Fund is £240 per annum in respect of the flats but may be increased in accordance



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with rule 20 (h). No Cyclical Maintenance fund is payable in respect of the houses

23.6 Contributions to the Cyclical Maintenance Fund are non refundable.

Rule 24 - decision-making by The Developer

24.1 This rule creates a manager burden in favour of the Developer and the Association 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 or the Association is proprietor of at least one plot or part of the Development or the Housing Association Subjects;

whichever is the shorter.

24.2 The Association shall act as factor for the Development and the Housing Association Subjects for a period of at least five years from the date of registration hereof.

24.3 The Association shall 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.

D: THE DEVELOPMENT

Rule 25 - restrictions on building

No shop or other buildings can be erected on the Development or the Housing Association Subjects -



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(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 or trailer 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, the Housing Association Subjects or Common Ground shall be used for the bleaching or drying of clothes except any rear garden ground of a plot or a designated drying area pertaining to a Block.

26.5 Existing trees and shrubs growing on the Common Ground shall only be pruned, cut down or damaged by the factor unless by order of the Local Authority or authorised 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 or the Housing Association Subjects unless it is -

(a) kept on a lead, and



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(b) accompanied by a responsible person.

27.2 No dog must be allowed to foul any part of the Development or the Housing Association Subjects.

PART 3: SERVITUDES

A: Common servitudes

Benefited and burdened properties

A.1 The rights in this clause are imposed as servitudes on the Development and the Housing Association Subjects 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 and the Housing Association Subjects.

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.



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A.4 This right includes a right of access over or to the roof of any Block and any other Block Common Part or Stairwell Common Part.

A.5 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 and the Housing Association Subjects in favour of the Benefited Property, that is to say, in favour of -

(a) each plot, and

(b) ALL and Whole the remainder of the subjects registered under Title Number LAN174696, presently in the ownership of the Developer.

Service media

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

B.3 This includes a right -



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(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 and the Housing Association Subjects.

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



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D. BURDENS SECTION

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NO

SPECIFICATION

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

Access for construction

C.2 There is a right of access for the purpose of the erection of a house, Block 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 or Block.

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.



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D.2 Where the eaves of a Block, dwellinghouse or garage constructed by the Developers overhang an adjoining plot within the Development or the Housing Association Subjects 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 and the Housing Association Subjects.

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 and the Housing Association Subjects as presently existing or which the Developers may at any time hereafter consider necessary or



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expedient for the drainage and service of the Development, the Benefited Property and the Housing Association Subjects along the presently existing routes thereof and by such route or routes as the Developers may consider reasonable and convenient ("service media") and to connect up to and link in with any service media but not passing under the buildings to be erected on the said plots together with a right of access to all the said service media 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 service media 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 and the Housing Association Subjects are burdened with heritable and irredeemable servitude rights of wayleave for the sewers presently lying within the Development and the Housing Association Subjects and for such other sewers as may be installed within the Development and the Housing Association Subjects, said sewers serving the Development, the Housing Association Subjects and the Benefited Property;

Note The effectiveness of the real burdens in the foregoing Deed of Conditions has been postponed, in respect of any plot or any other part of the Development or Housing Association Subjects, until the date of registration of a valid disposition of that plot or part in which the burdens in this Deed are stated to apply. The real burdens have not been made effective in respect of the subjects in this Title.



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7 Deed of Conditions, registered 25 Oct 2021, by Gow Properties Ltd, registered proprietors of the Development (hereinafter defined), 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 Balgray Road, Lesmahagow being the whole subjects registered in the Land Register of Scotland under Title Number LAN244042;

"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 Gow Properties Limited.

PART 2: COMMUNITY BURDENS

A. LEGAL STATUS OF THE RULES

Rule 1 - status of rules and date of creation



D. BURDENS SECTION

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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.



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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



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	(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



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(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



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(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



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(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.



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SPECIFICATION

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.



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SPECIFICATION

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 - way leaves

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.



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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.



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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 -



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(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.



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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 -



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- (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;



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(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



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(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.



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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. 1This rule creates a manager burden in favour of The Developer and their nominees and applies -



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(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.



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NO

SPECIFICATION

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



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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.



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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



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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



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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 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



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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 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



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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.

- 8 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. That is notwithstanding any additional information that may have been disclosed by the Keeper in respect of those properties.