



BRITISH NATIONAL GRID
EASTING/NORTHING

50m

322336, 674722

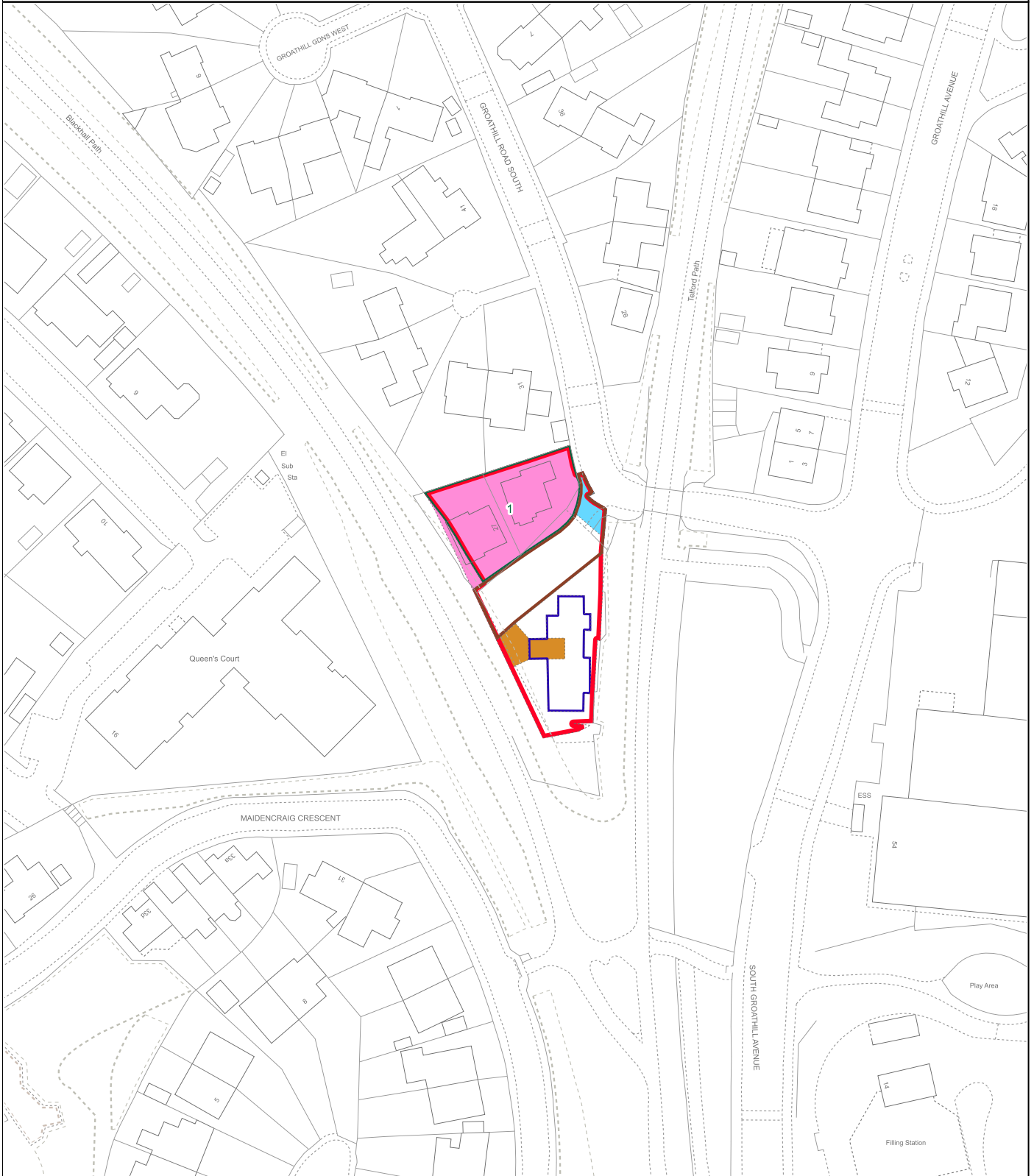
Survey Scale

1:1250

Print Scale

1:1250 @ A4

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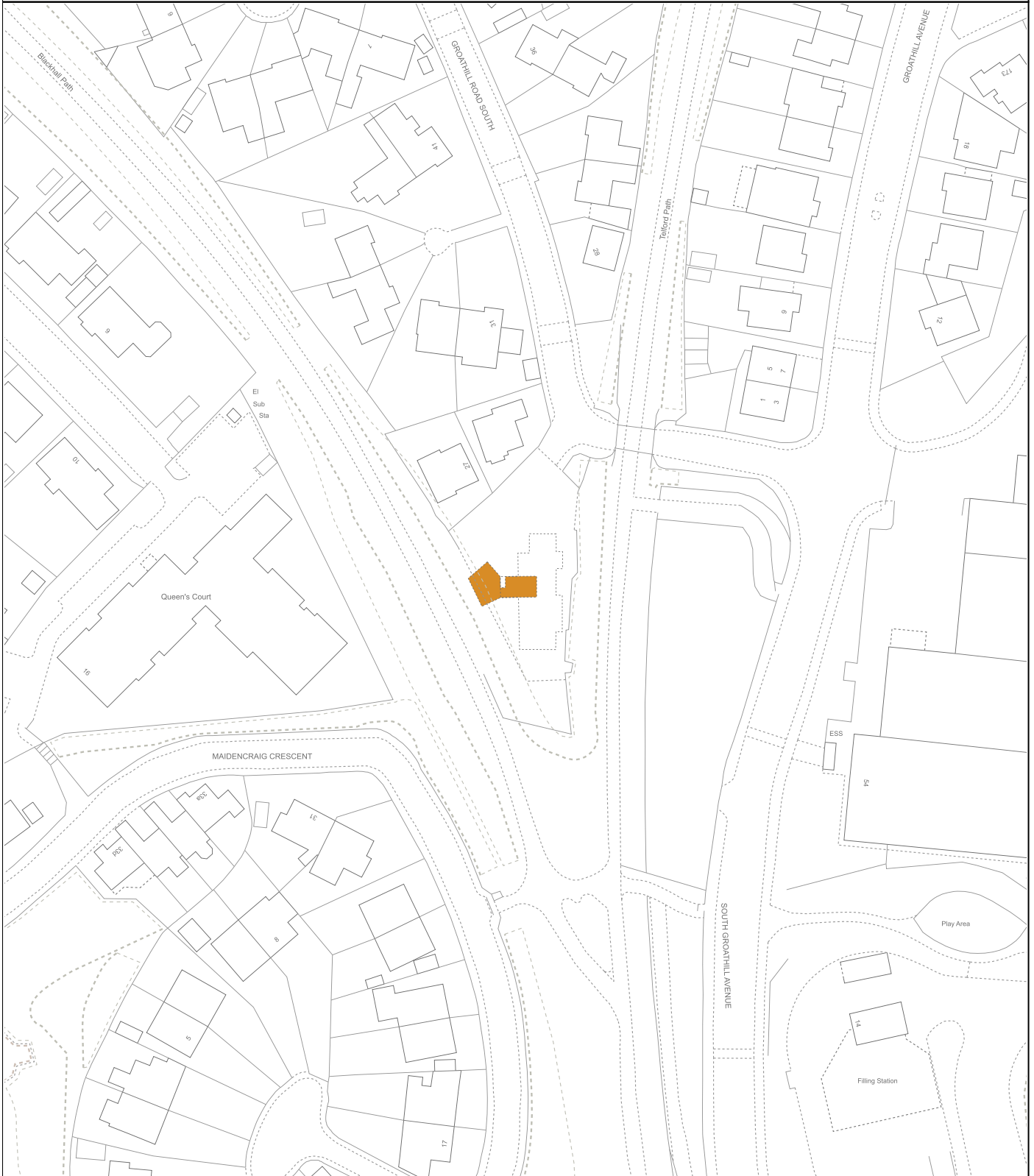
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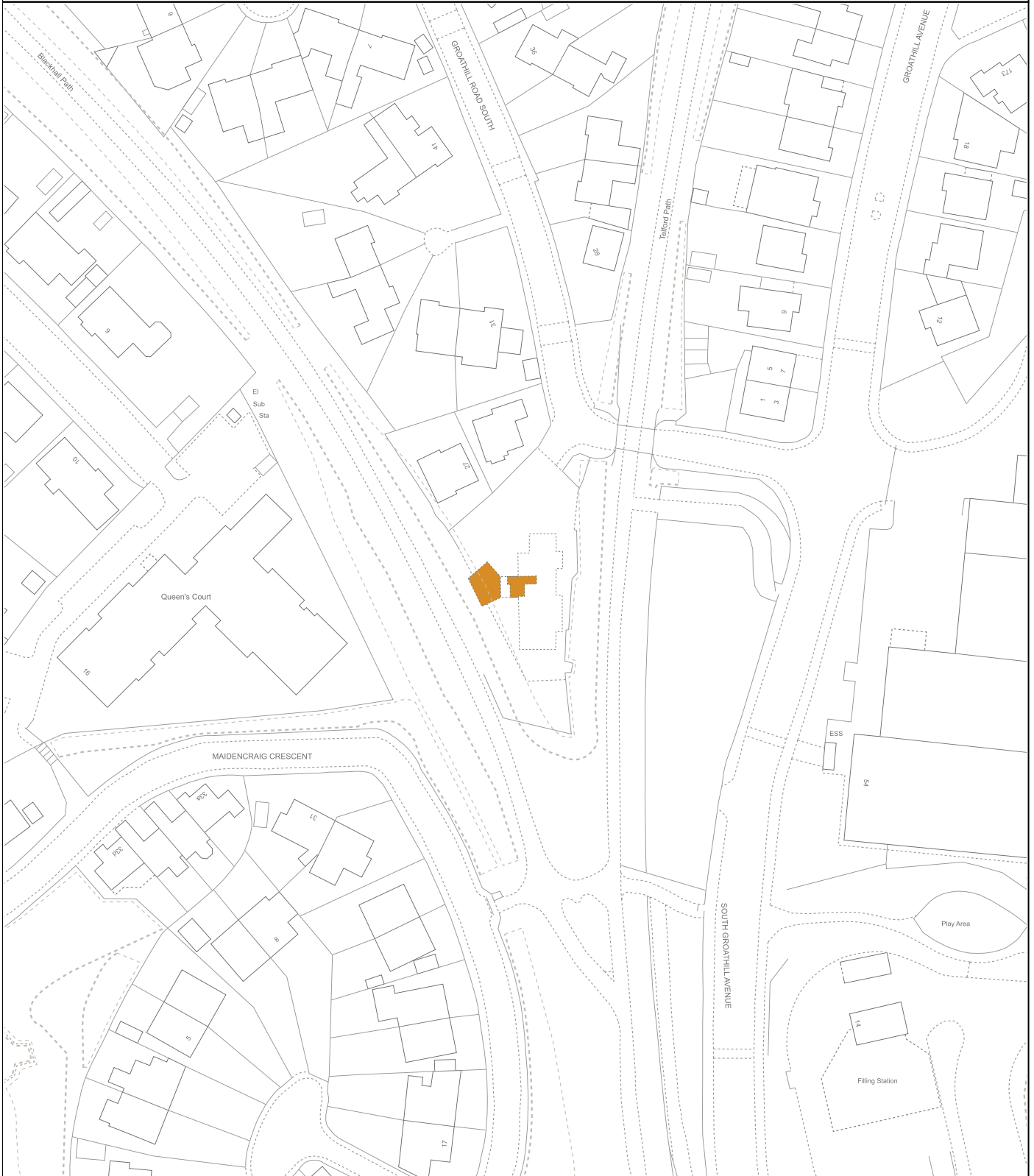
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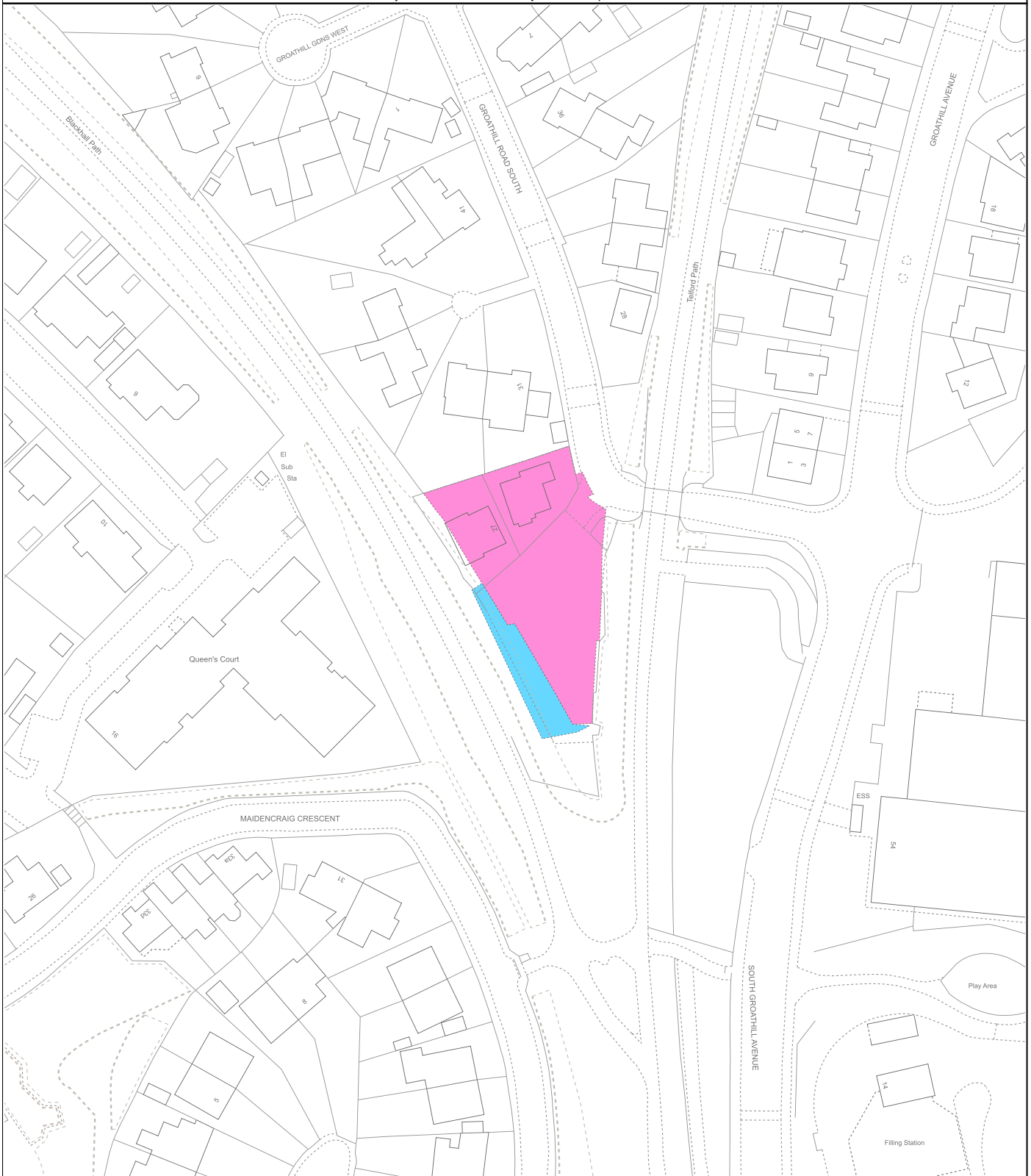
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TITLE NUMBER MID8816

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION
13 SEP 2001

DATE TITLE SHEET UPDATED TO
04 DEC 2020

REAL RIGHT
OWNERSHIP

DESCRIPTION

Subjects cadastral unit MID8816 being 23, 25, 27 and 29 GROATHILL ROAD SOUTH, EDINBURGH EH4 2LS edged red on the cadastral map, together with, with regard to the subjects tinted pink on the Supplementary Data 3 to the title sheet, the servitudes specified in the Disposition in Entry 3 and the Deed of Conditions in Entry 4 of the Burdens Section and also with the subsisting rights to real burdens specified in the Schedule below.

SCHEDULE OF PARTICULARS RELATIVE TO SUBSISTING RIGHTS TO REAL BURDENS

Entry No	Benefited Property	Real Burdens	Burdened Property
1	Subjects in this Title tinted pink on the Supplementary Data 3 to the title sheet	Disposition to Melvyn Douglas Stephen and Anne-Martine Stephen, registered 4 Aug. 2015, in Entry 3 of the Burdens Section	Subjects ground at 23, 25, 27 and 29 Groathill Road South, Edinburgh, edged and numbered 1 in green on the cadastral map, registered under Title Number MID162589

Note 1 The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Charter in Entry 2 and the Disposition in Entry 6 of the Burdens Section.



TITLE NUMBER MID8816

A 2

A. PROPERTY SECTION

- Note 2 The parts edged and numbered in green on the cadastral map have been removed from this cadastral unit.
- Note 3 The description of the burdened property in each entry of the Schedule of Particulars relative to Subsisting Rights to Real Burdens above should be read in conjunction with the Explanatory Note in the Burdens Section.



LAND REGISTER OF SCOTLAND



TITLE NUMBER MID8816

B 1

B. PROPRIETORSHIP SECTION

ENTRY PROPRIETOR

NO

1 CARMICHAEL HOMES EDINBURGH
LIMITED incorporated
under the Companies Acts
(Registered No SC680891)
and having their Registered
Office at Challenge House,
29 Canal Street, Glasgow, G4
0AD.

DATE OF
REGISTRATION
04 DEC 2020

CONSIDERATION
£900,000

DATE OF ENTRY
27 NOV 2020



LAND REGISTER OF SCOTLAND



TITLE NUMBER MID8816

C 1

C. SECURITIES SECTION

**ENTRY
NO**

SPECIFICATION

**DATE OF
REGISTRATION**

No Entry



TITLE NUMBER MID8816

D 1

D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

- 1 Disposition by British Railways Board to Edinburgh Corporation and their successors and assignees, recorded G.R.S. (Midlothian) 12 Oct. 1965, of 9.242 acres lying between Craigleith Junction to Silverknowes Road, Edinburgh, of which the subjects in this Title tinted blue on the Supplementary Data 3 to the title sheet form part, contains the following burdens:

(One) the subjects hereby disposed are disposed subject to the conditions contained in the prior titles and under burden of any servitudes and rights of wayleave for laying and maintaining sewers, drains, pipes, cables, telegraph and telephone poles, wires and stays that may be laid in through or across the subjects hereby disposed, (Two) our said disponees and their foresaids shall free and relieve us of all claims and liability of every kind in respect of any future interference with the said sewers and others due to the operations of our said disponees and their foresaids in erecting buildings on the subjects hereby disposed or otherwise; (Three) our said disponees and their foresaids shall fence off the said two areas or strips of ground from the remaining land belonging to us and shall thereafter uphold and maintain the said fences or walls at the sight and to the satisfaction of and free and relieve us of all obligations incumbent upon us to uphold and maintain the Bridges marked Numbers 2, 4, 5 and 6 on the plan annexed and executed as relative hereto, the road approaches and slopes thereto and also the fences and any culverts, drains, ditches or other works within or connected with the subjects hereby disposed.

Note: The plan submitted to the Keeper was insufficiently detailed in order to determine the parts referred to above in relation to the subjects in this Title tinted blue on the Supplementary Data 3 to the title sheet.



D. BURDENS SECTION

ENTRY NO

SPECIFICATION

- 2 Feu Charter by Capital Heritages Limited (who and whose successors are hereinafter referred to as "the Superiors") to James Miller and Partners Limited and their successors and assignees (hereinafter referred to as "the Feuars"), recorded G.R.S. (Midlothian) 21 May 1969, of 0.580 acre of ground, on south west side of Groathill Road South, Edinburgh, of which the subjects in this Title tinted pink on the Supplementary Data 3 to the title sheet form part, contains the following burdens:

Reserving always to the Superiors the whole mines, metals, minerals, fossils, coal, shale, limestone, marl, ironstone, clay, freestone, slates, marble and other stone within and under the feu with full power to the Superiors or any person authorised by them to search for, work, win, raise calcine, manufacture and carry away the same, but without entering on the surface of the feu and to do everything necessary for all or any of these purposes the Superiors paying to the Feuars all damages which the feu and subjects thereon may sustain in or through the operations necessary for the exercise of the reserved right and power or any of them, but such obligations shall extend only to the payment of damages occasioned by operations conducted by the Superiors or others deriving right through them as the said damages may be ascertained failing agreement by arbitration.

- 3 Conveyance by British Railways Board to Lothian Regional Council and their successors and assignees, recorded G.R.S. (Midlothian) 13 Jun. 1984, of (In the First Place) 22.022 hectares (or 55.418 acres) of ground forming part of former branch railway line from Roseburn to Newhaven, (In the Second Place) 2.686 hectares (or 6.637 acres) of ground forming part of former branch railway line from Newhailes Junction to Musselburgh, (In the Third Place) 2.513 hectares (or 6.211



TITLE NUMBER MID8816

D 3

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

acres) of ground forming part of former branch railway line from Granton to Canonmills Station, and (In the Fourth Place) 3.129 hectares (or 7.731 acres) of ground forming part of former Niddrie Goods Yard, of which the subjects in this Title tinted blue on the Supplementary Data 3 to the title sheet form part, contains the following burdens:

DECLARING (First) that our said disponees shall, before carrying out any operations or commencing the erection of any buildings within fifty feet of (a) our Edinburgh to Glasgow Line at Roseburn, west of Haymarket Station, (b) our Granton to Bonnyton branch line west of Clark Road, Edinburgh, (c) our Waverly to Berwick-on-Tweed line at Newhailes Junction, or (d) our Millerhill to Craigmillar line at Niddrie Good Yard submit to our Estate Surveyor and Manager for approval plans sections and detailed drawings showing inter alia the water supply and drainage arrangements connected therewith and shall give effect to any reasonable suggestion made by our Estate Surveyor and Manager in regard to said plans for the protection of our remaining property;

(Second) that our said disponees shall fence off (One) the boundary of the south-westmost extremity of the subjects (In the Second Place) hereinbefore conveyed from our remaining land with a six foot high weld mesh fence and thereafter uphold and maintain said fence to our satisfaction; (Two) the subjects (In the First Place) hereinbefore conveyed from our remaining land with a six foot high weld mesh fence to be set back to at least one metre width of level ground on top of the cutting slopes at the following locations, videlicet: (1) between the point letter 'S' and 'T' on the Plan 1 annexed hereto (2) between the points lettered 'U' and 'V' on Plan No. 2 annexed hereto and (3) between the points lettered 'W' and 'X' on Plan No. 3 annexed hereto; (Three) the northmost boundary of the subjects (In the Third Place) hereinbefore conveyed and the



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

subjects (In the Fourth Place) hereinbefore conveyed from our remaining land with a six foot high weld mesh fence;

(Third) that our said disponees shall uphold and maintain said fences all at the sight and to the satisfaction of and free of expense to us;

(Fourth) that our said disponees shall free and relieve us of all claims and liability of every kind in respect of any interference with any sewers, drains, pipes, cables, telephone and telegraph poles, wires and stays due to any operations by our said disponees in erecting buildings on the said areas of ground hereby conveyed;

(Fifth) that our said disponees shall free and relieve us of all obligations incumbent upon them to uphold and maintain any fences, bridges (subject to the Condition Sixth hereof), walls, underpasses, drains, ditches, water supplies or other works within or connected with the said areas of ground;

(Sixth) that our said disponees shall free and relieve us of all obligations incumbent upon us to uphold and maintain the bridges hereinbefore referred to;

(Seventh) that our said disponees shall develop the said areas of ground without detriment to our adjoining land and shall be bound at all times to carry out such works as may be necessary to prevent ponding or flooding of our adjoining land;

(Eighth) that there is reserved in our favour the following servitude rights (i) a right to discharge effluent through the subjects above conveyed (In the Second Place) from the septic tank serving our former railway house at Newhailes Junction and also a right of access for the purpose of inspecting, repairing and maintaining the drainage system serving the said house and (ii) a right of pedestrian and vehicular access



TITLE NUMBER MID8816

D 5

D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

over that area of land shown hatched blue on blue the Plan No.6 annexed hereto to a point A on the said plan at which point a fifteen foot wide gate of weld mesh construction shall be erected by our said disponees at their expense, the keys thereof to be retained by us;

(Ninth) that the subjects (In the First Place) hereinbefore conveyed are conveyed under burden of servitude to construct and maintain a bridge carrying a roadway;

(Tenth) that there is excluded from the subjects conveyed above (in the Third Place) the underbridge shown hatched blue on blue on the Plan No.5 annexed and there are reserved in favour of the present proprietors all necessary rights relating thereto; and

(Eleventh) that we shall, if and when required by our said disponees, enter into Agreements with them for the replacement, reconstruction, strengthening or widening of bridges crossing our railways at those areas over which servitude right of passage and use are given to our said disponees, which Agreements shall be in the form usually adopted for Agreements between us and our said disponees in respect of said bridges over our railways, except that any provisions for the acquisition or constitution of servitude rights shall be omitted.

Note: Only a monochrome copy of the plans annexed to the foregoing Conveyance have been submitted to the Keeper, therefore the various colour references thereon cannot be determined in relation to the subjects in this Title tinted blue on the Supplementary Data 3 to the title sheet.

- 4 Minute of Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, registered 7 Jan. 2009 between City of Edinburgh Council (hereinafter referred to as



TITLE NUMBER MID8816

D 6

D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

"the Council") and Mohammed Naeem (hereinafter referred to as "the Proprietor") in the following terms:

CONSIDERING (One) that the Council is the planning authority for the City of Edinburgh in terms of Section 1 of the Town and Country Planning (Scotland) Act 1997 (hereinafter referred to as "the 1997 Act");

(Two) that the Council is the roads authority for the City of Edinburgh in terms of Section 151 of The Roads (Scotland) Act 1984 (as said Section 151 is amended by Section 180 and Paragraph 135(10) of Schedule 13 to the Local Government etc. (Scotland) Act 1994);

(Three) that the Council as planning authority is entitled in terms of Section 75 of the 1997 Act, to enter into an agreement with any person interested in land in its district (in so far as the interest of that person enables him to bind the land) for the purpose of restricting or regulating the development or use of the land, either permanently or during such period as may be prescribed by the agreement;

(Four) that the Proprietor is heritable proprietor of the Agreement Subjects as hereinafter defined;

(Five) that the Proprietor has applied to the Council for planning permission under the 1997 Act for the Development as hereinafter defined and the Council has resolved to grant said permission subject inter alia to an Agreement under Section 75 of the 1997 Act being entered into in the terms aftermentioned.

NOW THEREFORE the parties hereto have agreed and do hereby agree as follows:-



TITLE NUMBER MID8816

D 7

D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

(FIRST) In this Agreement the following expressions shall have the meanings respectively set opposite them unless the context otherwise requires:-

"Agreement Subjects" means ALL and WHOLE Numbers 23, 25, 27 and 29 Groathill Road South, Edinburgh EH4 2LS, all as registered under Title Numbers MID57872, MID109160, MID8816 (being specifically that part tinted pink on Supplementary Data 3 to the title sheet) and MID109154 respectively in the Land Register of Scotland;

"Commences Development" means the initiation of the Development by the carrying out of a Material Operation;

"Construction Price Index" means the General Building Cost Index firm figures as published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors on a monthly basis, or if that index ceases to be published or the basis upon which such index is calculated is substantially changed or rebased, such substitute or alternative index most likely to achieve an equivalent result as the parties may agree, in the absence of agreement, as shall be determined pursuant to Clause (EIGHTH) of this Agreement;

"the Development" means the demolition of existing housing and the erection of five townhouses and six flats together with car parking and external works on the Agreement Subjects all in terms of Planning Application Number 08/01117/FUL;

"Edinburgh Tram Project" means the proposal to construct and operate tram lines in Edinburgh including the provision of tram vehicles, tram stops, and all associated infrastructure, plant and equipment, as authorised by the Edinburgh Tram (Line One) Act 2006 and the Edinburgh Tram (Line Two) Act 2006 as may be amended from time to time;



TITLE NUMBER MID8816

D 8

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

"Indexed" means increased in accordance with the following formula:-

$b \times c$

a

Where:

a equals the Construction Price Index published as at the final date of signing of this Agreement,

b equals the Construction Price Index as at the date of payment of the relevant sum to be indexed, and

c equals the relevant sum to be Indexed;

"Material Operation" means the material operation in accordance with Section 27(4) of the 1997 Act;

"Tram Contribution" means the sum of TWENTY EIGHT THOUSAND POUNDS (£28,000) STERLING.

(SECOND) Prior to the date on which the Proprietor Commences Development, the Proprietor shall pay to the Council the Tram Contribution Indexed to the date of payment, which Tram Contribution shall be applied towards the Edinburgh Tram Project. In the event that the Council decides not to proceed with the Edinburgh Tram Project or if the Edinburgh Tram Project has not commenced within ten years of the date of payment of the Tram Contribution, the Council shall be entitled to use the Tram Contribution for the provision of alternative public transport improvements serving the Development. For the avoidance of doubt, the Proprietor will give the Council' Planning Department five days' prior written notice of the date on which he Commences Development.



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(THIRD) The Council shall on receipt of the Tram Contribution pay the Tram Contribution into a separate account held by the Council, which Tram Contribution shall be invested so as to earn the best rate of interest that can reasonably be obtained by the Council.

(FOURTH) In the event of the Tram Contribution not being utilised by the Council by 31 December 2020 then the Tram Contribution, together with any interest that has accrued thereon, shall be refunded to the Proprietor following receipt of a written request from the Proprietor for repayment.

(FIFTH) Subject to satisfaction in full of the matters referred to in Clause (SECOND) hereof, if so requested in writing by the Proprietor, the Council agrees to grant a Discharge of this Agreement. Further in the event of the Planning Permission granted pursuant to this Agreement being revoked or in any way falling these presents shall fall and be deemed pro non scripto and the Council shall grant a Discharge of this Agreement. The Proprietor shall pay the Council's reasonable legal expenses and properly incurred costs in connection with the negotiation and drafting of any Discharge.

(SIXTH) Without prejudice to Clause (FIFTH) hereof in the event of the parties hereto agreeing to a variation of the terms hereof the Council shall grant a Discharge of this Agreement and the parties shall contemporaneously enter into a fresh agreement in terms identical to the terms of this Agreement subject only to any variations as may be agreed between the parties hereto. The Proprietor shall pay the Councils reasonable legal expenses and properly incurred costs in connection with the negotiation and drafting of any variation.

(SEVENTH) The Proprietor shall not transfer or assign his rights and obligations under this Agreement or dispose of his



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

interests in the Agreement Subjects prior to the registering of this Agreement in the Land Register of Scotland.

(EIGHTH) Any dispute of any kind which may arise between the parties hereto and their successors regarding this Agreement shall be referred to the decision of an Arbiter to be mutually agreed by the parties and failing agreement appointed by the Sheriff Principal of Lothian and the Borders at Edinburgh on the application of any party and the decision of such Arbiter, including any award of expenses, shall be final and binding on the parties and failing such award the cost of any such arbitration shall be borne equally by the parties.

(NINTH) This Agreement is made pursuant to Section 75 of the 1997 Act and it is agreed by the Council and the Proprietor that the obligations undertaken by the Proprietor that the obligations undertaken by the Proprietor in this Agreement shall be enforceable at the instance of the Council as planning and roads authority against the Proprietor and persons deriving title to the Agreement Subjects or any part thereof from the Proprietor.

(TENTH) The parties consent to registration hereof for preservation and execution.

(ELEVENTH) The Proprietor shall meet the Council's reasonable legal expenses and outlays properly incurred in the negotiation, drafting, preparation, completion and registration of this Agreement in the Land Register of Scotland and also for two Extracts of this Agreement for the use of the Council.

- 5 Disposition by Beaufort Property Company Ltd to Melvyn Douglas Stephen and Anne-Martine Stephen and their executors and assignees, registered 4 Aug. 2015, of ground at 23, 25, 27 and 29 Groathill Road South, Edinburgh, edged and numbered 1 in



TITLE NUMBER MID8816

D 11

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

green on the cadastral map, being the subjects registered under Title Number MID162589, contains the following real burdens and servitudes:

Part 1

Interpretation

In this Disposition:

"Retained Property" means the subjects in this Title tinted pink on the Supplementary Data 3 to the title sheet;

"Access Area" means the area of ground tinted blue on the cadastral map;

"Service Media" means the water pipes and mains, drain pipes (including any drain surface water attenuation structures, storm water treatment ponds and filtration trenches), the foul and water surface sewers, all sewer pipes, gas pipes, gas meters, electricity cables, lighting, street lighting, telephone cables, satellite television system cables, telephone cables, data cabling system, control equipment and any associated apparatus and all other services serving the Conveyed Property and/or the Retained Property, including valves, manholes, meters and connections in or under any part of the Conveyed Property and/or Retained Property.

Part 2

Real Burdens affecting the Retained Property

The following real burdens are imposed on the Retained Property in favour of the Conveyed Property:



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

1 The Retained Property shall be liable for a two thirds share of the expense of maintenance, repair and renewal of the Access Area.

2 No erection whether temporary or permanent in nature shall be built upon the Access Area.

3 The boundary wall, fence or hedge erected or to be erected between the Conveyed Property and the Retained Property shall be maintained, repaired and renewed at the joint and equal expense of the Retained Property and the Conveyed Property.

Part 3

Servitudes affecting the Retained Property

The following servitudes are imposed on the Retained Property in favour of the Conveyed Property:-

1 A servitude right of access and egress over and across the Retained Property (on reasonable prior notice save in the case of emergencies) for the purposes of laying, installing, inspection, repair, maintenance and renewal of the Service Media subject always to making good and physical damage caused.

2 A servitude right of wayleave for and to use and enjoy the Service Media situated within the Retained Property for the benefit of the Conveyed Property.

3 A servitude right of pedestrian and vehicular access to and egress from the Conveyed Property over the Access Area at all times and for all necessary purposes.

Part 4

Real Burdens affecting the Conveyed Property



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

The following real burdens are imposed on the Conveyed Property in favour of the Retained Property:

1 The Conveyed Property shall be liable for a one third share of the expense of maintenance, repair and renewal of the Access Area.

2 No erection whether temporary or permanent in nature shall be built upon the Access Area.

3 The boundary wall, fence or hedge erected or to be erected between the Conveyed Property and the Retained Property shall be maintained, repaired and renewed at the joint and equal expense of the Retained Property and the Conveyed Property.

Part 5

Servitudes affecting the Conveyed Property

The following servitudes are imposed on the Conveyed Property in favour of the Retained Property:-

1 A servitude right of access and egress over and across the Conveyed Property (on reasonable prior notice save in the case of emergencies) for the purposes of laying, installing, inspection, repair, maintenance and renewal of the Service Media subject always to making good and physical damage caused.

2 A servitude right of wayleave for and to use and enjoy the Service Media situated within the Conveyed Property for the benefit of the Retained Property.

6 Disposition by City of Edinburgh Council ("The Sellers") to Beaufort Property Company Limited and its successors and assignees ("The Purchaser"), registered 3 Feb. 2016, of 280



TITLE NUMBER MID8816

D 14

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

square metres at Groathill Road South, Edinburgh, of which the subjects in this Title tinted blue on the Supplementary Data 3 to the title sheet form part ("The Subjects"), contains the following reservation:

There are reserved to the Sellers the whole coal, mines of coal, and other minerals, if any in or under the Subjects with full power to the Sellers or any person authorised by it to search for, work, win and carry away the said other minerals, and to construct all roads, drains or other works necessary for all or any of these purposes upon payment to the purchasers of such damages as may be thereby occasioned to the surface of the subjects or to the buildings erected or which may be erected thereon as the amount of such damages shall, failing agreement be determined by a single arbiter mutually appointed, or failing agreement, appointed by the Sheriff of Lothian and Borders at Edinburgh.

- 7 Deed of Conditions by BEAUFORT PROPERTY COMPANY LTD, (hereinafter referred to as "Beaufort") and MELVYN DOUGLAS STEPHEN and MRS ANNE-MARTINE STEPHEN, ("the Stephens") and each of their successors, registered 4 Dec. 2018 hereby provide as follows,

WHEREAS

(One) Beaufort is the registered proprietor of the Flat Development;

(Two) The Stephens are registered proprietors of the House Plots;

(Three) The Developer is carrying out the Development Works and on or about completion the Developer intends to dispose or otherwise deal separately with the Units;



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

(Four) The Developer considers that it is proper and expedient to constitute and set forth in writing the rights appertaining for each of the Units and set forth and declare various restrictions, real burdens, real servitudes, conditions, prohibitions, declarations and others under which the Units shall be held by the Owners; and

(Five) The Developer has resolved to execute and register this constitutive deed in order to define (without prejudice to the insertion in individual Dispositions of other provisions) all such rights and all such real burdens, real servitudes, conditions and others may (so far as applicable) be effectually constituted real burdens and real servitudes affecting the Development within the meaning of the Title Conditions (Scotland) Act 2003 and imported in whole or in part by reference to these presents and DO THEREFORE HEREBY PROVIDE as follows:-

1. Definitions and Interpretations

"Access Roadway" means the access road and car parking spaces edged brown on the cadastral map;

"Bicycle Store" means the bicycle store pertaining to the Flat Development to be erected within the Flat Common Access;

"Bin Store" means the bin store areas pertaining to the Flat Development to be erected within the Flat Common Access;

"Common Maintenance Works" means (save to the extent covered by the Services) inspecting, cleansing, lighting, operating, decorating, maintaining and repairing the Common Parts so as to keep them clean and tidy, in a good and tenable condition free from any defects and in compliance with all relevant statutory requirements and, where reasonably necessary for these purposes, renewing, replacing and rebuilding the same



TITLE NUMBER MID8816

D 16

D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

or any part or parts thereof or carrying out such other works to the Common Parts as may be appropriate for those purposes;

"Common Parts" means the Development Common Parts and/or the Flat Development Common Parts;

"Date of Completion" means, in respect of the Development, the date when Edinburgh Council's Building Control Department issue their final Acceptance of Completion Certificate;

"Developer" means Beaufort and/or the Stephens;

"Development" means (One) the subjects situated at 23, 25, 27 and 29 Groathill Road South, Edinburgh, EH4 2LS being the subjects tinted pink on the Supplementary Data 3 to the title sheet, (Two) the land lying to the west of Groathill Road South, being the subjects registered in the Land Register of Scotland under Cadastral Unit MID 167705 (of which the subjects in this Title tinted blue on the Supplementary Data 3 to the title sheet form part) and (Three) the ground at 23, 25, 27 and 29 Groathill Road South, Edinburgh, EH4 2LS being the subjects registered in the Land Register of Scotland under Cadastral Unit MID162589;

"Development Common Parts" means those parts of the Development intended to serve all of the Units and includes the Access Roadway and Service Media (in so far as not adopted by the local authority or other statutory undertaker).

"Development Works" means the creation of 11 residential units, bicycle stores, bin stores and associated landscaped areas, car parking areas, roads and others.

"Flat Common Access" means (i) the area at ground floor level (ii) the area at first floor, second floor and third floor levels all tinted brown on the supplementary data 1 to the



TITLE NUMBER MID8816

D 17

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

title sheet; and (iii) the area at fourth floor level tinted brown on the supplementary data 2 to the title sheet;

"Flat Development" means the area edged blue on the cadastral map;

"Flat Development Common Parts" includes the following: the solum, the foundations, outside walls, all load bearing structures, beams, columns (in all cases excluding the inside surfaces of the paint, paper, plaster and/or decorative finishes applied to the interior thereof) the roof (including the whole structural parts thereof and the waterproof membranes thereof) and roof coverings any hatchways (save in so far as the same are located within a Unit) giving access to the roof and/or any roof void; the common entrance door, passages, stairs, railings, lift, lift shaft and all machinery and appurtenances and others pertaining thereto, the Service Media serving the Flat Development, the rhones, down pipes, conductors, gutters, water tanks and cisterns, water pumps, ducts and waste pipes serving the Flat Development, the Bin Stores, the Bicycle Stores and the Flat Common Access, and all other parts of the Flat Development which serve the Units in the Flat Development; Declaring that should there be a dispute as to whether any such items serve the Flat Development, the Developers will (so long as they remain the Owners of any Unit) have the sole power to determine the use of such items;

"House Plots" means the two residential dwellinghouses situated within the Development and tinted pink on the cadastral map;

"Managing Agent" means any such person, company or firm as is appointed from time to time as a Managing Agent for the Development in terms of Clause 11;



D. BURDENS SECTION

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"Owners" means the person who has rights to any Unit whether or not that person has completed title (and if more than one person comes within that definition means such person as has most recently acquired such right) and where two or more persons have right to a Unit pro indiviso "Owners" means both or all of them. "Owners" shall be deemed where appropriate to include the executors or personal representatives of any such proprietors and, where appropriate, their heritable creditors in so far as in possession;

"Payment Day" means quarterly on 28 February, 28 May, 28 August and 28 November in each year or on such other dates as may be intimated by the Managing Agent to the Owners;

"Relevant Day" shall mean the date of completion of the sale by the Developer of the last of the Units within the Development;

"Schedule" means the Schedule annexed and signed as relative hereto;

"Services" means the services to be provided by the Managing Agent and may include those described in the Schedule;

"Service Media" means the water pipes and mains, drain pipes (including any drain surface water attenuation structures, storm water treatment ponds and filtration trenches), downpipes, rhones, the foul and water surface sewers, gutters, gas pipes, gas meters, electricity cables, lighting, street lighting, telephone cables, satellite television system, any CCTV system, data cabling system, control equipment and any associated apparatus and all other services serving the Development, including valves, manholes, meters and connections installed by the Developer in or under any part of the Development;



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"Unit" means any dwellinghouse situated within the Flat Development or the House Plots within the Development which is designed to be held in separate ownership and on which a residential unit is, or is to be, erected;

"VAT" means Value Added Tax as referred to in the Value Added Tax Act 1994 or any tax of a similar nature which may be substituted for or levied in addition to it;

1.2 In this Deed, unless there is something in the subject or context inconsistent therewith:-

1.2(a) words and expressions (including defined words and expressions) importing one gender only include both other genders: words importing persons include partnerships and corporations and vice versa;

1.2(b) words and expressions (including as above) importing the singular number only shall include the plural number and vice versa; where two or more persons are at the same time the Owners of any Unit, they shall be bound jointly and severally for the implement of the obligations falling on them by virtue of this Deed;

1.2(c) any reference to an Act of Parliament shall include any modification, extension or re-enactment thereof for the time being in force and shall also include all instruments, rules, orders, plans, regulations, permissions, notices and directions for the time being made, issued or given thereunder or deriving validity therefrom;

1.2(d) any reference to VAT shall include a reference to any tax or assessment which may be substituted for or replace the same and where one party is to pay an amount of money, such amount shall be regarded as being exclusive of any VAT which may from time to time be legally payable thereon and



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the obligation on that party shall extend to an obligation to pay any such VAT;

1.2(e) any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words; and

1.2(f) the Clause and paragraph headings herein are inserted for convenience of reference and are not deemed to form part of this Deed nor shall they affect its construction.

1.2(g) all plans and references are for illustrative purposes and accordingly all such plans and references thereto are demonstrative only and not taxative.

2. COMMON PARTS:

2.1 The Development Common Parts shall be owned in common by the Owners of all Units in the Development each of whom shall have an equal pro indiviso interest therein.

2.2 The Flat Development Common Parts shall be owned in common by the Owners of all Units within the Flat Development each of whom shall have an equal pro indiviso interest therein.

3. SERVICE RESERVATIONS:-

3.1 Each of the Units shall have the benefit of a heritable and irredeemable servitude right of wayleave for and to use and enjoy all existing Service Media in so far as the same serve their Unit and cross other parts of the Development: Together with a servitude right of access to such other parts of the Development, on reasonable prior notice, for the purpose of inspection, repair or renewal of such Service Media subject always to making good any physical damage thereby



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occasioned and to causing the minimum inconvenience reasonably practicable.

3.2 Each Unit shall be subject to such servitude and other rights specified in Clause 3.1.

4. REAL BURDENS AFFECTING THE UNITS:-

Each Unit shall be held subject to the following real burdens and each of the Owners shall, in regarding the Unit which they respectively own, be bound and obliged to implement and observe and, where appropriate, to use all reasonable endeavours to procure that the occupants of and those visiting their Unit implement and observe the following real burdens:-

4.1 Repair: To maintain and repair and at all times to keep the Units in good and tenable condition free from any defects and, when reasonably necessary for that purpose, to replace, renew and rebuild the same or any part or parts thereof. Where, under this Clause, works are required to any mutual item, such works shall be carried out by the affected Owners as provided for in this deed.

4.2 Window Cleaning: Windows in the Units shall be washed as and when reasonably required.

4.3 External Appearance: The external appearance of the Units within the Flat Development must be maintained in the original colour scheme existing at the date the Development Works are completed or in accordance with such other colour scheme as the Managing Agent may from time to time approve. Alterations to the external appearance of the Units within the Flat Development including the replacement of windows or doors in any Unit within the Flat Development is prohibited without the consent of the Owners within Flat Development and the Managing



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Agent (save for the erection of conservatories attached to a Unit on the ground floor, which shall be permitted).

4.4 Aerials: Save for those forming part of the Common Parts and normal domestic internal television reception aerials, no satellite dishes or aerials shall be erected or set up on the exterior of the Common Parts without first obtaining the prior written approval of the Managing Agent as to the positioning and appearance of such items and any statutory approvals which may also be required.

4.5 Statutory Requirements; Each of the Owners shall procure that at all times their Unit complies in every respect with all obligations (whether relating to the Unit, its use or otherwise) imposed by any Act of Parliament or other statutory requirement and such Owners shall execute all such works and do all such things as may be necessary to achieve that end.

4.6 Dangerous Substances: Petrol and other inflammable substances (including in Calor Gas type containers) shall not be brought into or kept in any Unit save in such fashion and quantity as is appropriate for domestic DIY work in the Unit in question and then only in such manner as shall comply with all relevant statutory requirements.

4.7 Permitted Use: Each Unit shall be used and occupied solely as a private dwellinghouse and for no other purpose whatsoever (save as aftermentioned); it shall not be subdivided; and it shall not be used for the carrying on therein of any trade, business or other profession or for the selling therein or therefrom of any goods or wares of any sort save that use by an occupier for business purposes shall be permitted where it is ancillary to the main residential use, is not apparent from outwith the Unit, does not involve employees, customers or others visiting the Unit, does not involve the use of machinery for any process, does not involve keeping goods,



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samples or brochures in the Unit and otherwise does not cause a nuisance or disturbance to the other Owners and occupants of any other Unit but nothing in this Deed will prevent the renting of the Units

4.8 Nuisance: No Unit shall be used for any illegal or immoral purpose or in such a manner as becomes a nuisance or causes damage to any of the other Owners or the occupants of and those visiting the other Units but nothing in this Deed will prevent the renting of the Units.

4.9 Animals/Pets: Any pets must be accompanied by its owner and, in the case of dogs, kept on a lead while in the Common Parts and no such pet shall be allowed to foul any part thereof or the adjacent pavements or roads.

4.10 Washing etc: No linen, clothes, washing, rugs, mats, carpets or other articles shall be exposed for drying or for any other purpose from or on any part of the exterior of any of the Common Parts;

4.11 Noise etc: Each of the Owners shall ensure that at all times but particularly in the evenings the noise level from their Unit is such as will not be a nuisance to or interfere with the peaceful enjoyment of the occupants of the other Units.

4.12 Machinery: Save for normal domestic appliances which have been adequately suppressed, no plant, equipment or machinery may be operated in a Unit; in any event no such appliances shall be operated in such a manner as causes vibration in the Flat Development Common Parts or another Unit.

4.13 Washing Machines & Flooding: All washing machines in the Units shall be kept well serviced and maintained and, in operating them and otherwise generally, the Owners of each



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Unit shall take all reasonably appropriate steps to ensure that water or any other liquid does not flood or otherwise leak into lower or adjacent Units or the Flat Development Common Parts. Each Owner shall ensure that the seals around baths and showers are kept in good condition and renewed when necessary.

In the event of any such flood or leak, the Owners of the Unit from which the water or liquid came shall immediately rectify and make good all damage and injury occasioned to any part of the Building and to the furniture, moveables, effects and belongings therein or, at the option of the affected parties, pay sufficient compensation to repair or replace the damaged item(s).

4.14 Refuse: Refuse must not be allowed to accumulate in the Units save in Bin Stores and all such refuse shall be regularly removed from the Unit. Each of the Owners shall be prohibited from dropping or leaving (or permitting those occupying their Unit from dropping or leaving) rubbish or refuse in any of the Common Parts or outside the Development save if left in the appropriate place and manner for and within a reasonable time of a scheduled or pre-arranged refuse collection.

4.15 Signs: No nameplate, placard, flag, flagpole, canopy, sign (apart from "For Sale" or "To Let" signs), shall be attached or displayed in such a way as to be visible from outwith the Units other than (a) a small name plate in the common board provided (if any) for that purpose and (b) a discreet name plate at or on the entrance door to each Unit.

4.16 Overloading: Not to bring in or upon the Units or the Flat Development Common Parts anything which may put thereon any weight or impose strain in excess of that which the same are calculated to bear with due margin for safety.



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Further not to overload the electrical circuits and installations in and serving the Units.

4.17 Management Regulations: Each of the Owners shall and shall procure that those occupying their Unit shall comply with all (if any) management regulations which may be made in terms of this deed.

4.18 Units:

4.18.1 The Owners must ensure that they and those occupying their Unit use the Common Parts only for the purposes for which they were provided and in particular that the entrances, corridors, and stairs are kept clean and tidy, free from obstruction and graffiti and that no trolleys, bicycles, toys or any other articles whatsoever are left in the Common Parts.

4.18.2 The Owners and those occupying or visiting their Unit shall not interfere with any electrical or other apparatus, plant, machinery or equipment situated in the Common Parts.

4.18.3 The entrance doors to the Flat Development Common Parts must be kept closed after usage at all times.

4.18.4 Each Owner must ensure that they and all occupiers and their friends and other visitors, when calling at the Unit, enter the Common Parts and the Unit quietly so as not to cause any disturbance or annoyance to the occupants of the other Units.

4.18.5 Each of the Owners must make good all damage (other than normal wear and tear) occasioned to the Common Parts (including to decoration and floor coverings) by those occupying or visiting the Owners' Unit and in particular damage caused while carrying or removing furniture or other goods through the Common Parts.



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4.19 Roads and Vehicles:

No motor cars, caravans, motor cycles or other vehicles can be parked on any path, border, garden on the Common Parts except in designated car parking spaces. All roads, paths and footways (other than those within a Unit) must be kept free from obstruction. The existing trees and shrubs growing on the Common Parts shall not be cut down or damaged unless by order of the Local Authority or by the Managing Agents.

4.20 Planting etc: No Owners shall at any time plant any trees or other deep rooting plants or shrubs or erect any buildings, fences, walls or other erections within one and one half metres of any gas or water mains; or do or cause or permit to be done anything likely to cause damage or injury or to prevent access to any such installation, gas main or Service Media and to take all reasonable precautions to prevent such damage or injury thereto.

4.21 Prohibitions: The Owners are prohibited from erecting any building (temporary or Permanent) on the garden ground pertaining to the Common Parts.

5. FLAT DEVELOPMENT COMMON PARTS:

Flat Development Common Parts: Each of the Units within the Flat Development shall be held subject to the following burdens and each of the Owners in the Flat Development shall

be bound and obliged to implement and observe jointly with the other Owners the following burdens and all costs properly and reasonably incurred in so implementing such obligations shall be paid, in terms of the other provisions of this deed or otherwise on demand, by each of the Owners to the extent aftermentioned:-



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5.1 Repair: To carry out all requisite Common Maintenance Work the cost of which shall be shared equally amongst each of the Units within the Flat Development. For the avoidance of doubt, the ground floor Units within the Flat Development will not be responsible for a share of the cost of repair, maintenance and renewal of the lift, lift shaft and all machinery and appurtenances and others pertaining thereto.

5.2 Services: To pay a share of the cost of the Services the cost of which shall be shared equally amongst each of the Units within the Flat Development. For the avoidance of doubt, the ground floor Units within the Flat Development will not be responsible for a share of the cost of the Services relating to the lift, lift shaft and all machinery and appurtenances and others pertaining thereto.

Each of the Owners shall have a right of access over such parts of the Flat Development which are intended to or provide access to the Units and each Unit shall be burdened by a right of access in favour of the other Owners where necessary for the purposes of carrying out any works of maintenance, repair or renewal to the Flat Development Common Parts or any of the Units subject to the Owners exercising such rights causing the minimum disturbance possible and making good all damage caused thereby. Declaring that in relation to the Flat Development Common Parts, the liability will relate to the Flat Development so that the Owners of the other Units within the Development shall not be liable for any costs in relation to the Flat Development Common Parts.

6. DEVELOPMENT COMMON PARTS:

Each of the Units shall be held subject to the following burdens and each of the Owners within the Development shall be bound and obliged to implement and observe jointly with the others



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the following burdens and all costs properly and reasonably incurred in so implementing such obligations shall be paid, in terms of the other provisions of this deed or otherwise on demand, by each of the Owners within the Development to the extent aftermentioned:-

6.1 Repair: To carry out all requisite Common Maintenance Works in relation to the Development Common Parts the cost of which is to be shared equally amongst each of the Units within the Development.

6.2 Services: Each Unit will pay an equal share of the costs of the Services so far as relating to the Development Common Parts.

Each of the Owners shall have a right of access for pedestrian and vehicular traffic over such parts of the Development Common Parts, as applicable, which are intended to or provide access to each Unit and each Unit shall be burdened by a right of access in favour of the other Owners where necessary for the purposes of carrying out any works of maintenance, repair or renewal to the Common Parts subject to the Owners exercising such rights causing the minimum disturbance possible and making good all damage caused thereby.

7. MISCELLANEOUS:

Save to the extent that the same form part of the Flat Development Common Parts any division walls, fences, floor or ceiling slabs or joists or other items which are mutual to two or more Units or one Unit and the Common Parts shall be maintained and repaired and renewed and rebuilt as required in terms hereof jointly by the Owners of the relevant Units and where appropriate (as one party) the Owners of the Flat Development Common Parts or Development Common Parts and that at joint and equal expense of the two parties.



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Any balconies, terraces or similar serving a particular Unit within the Flat Development shall belong exclusively to the Owners of such Unit to the extent that the surface and railings thereof shall be the exclusive property of such Owners together with the airspace comprised within such balcony/terrace but the remainder of the structure of same shall form part of the Flat Development Common Parts.

8. ACCESS BY TENANTS ETC:

Any right of access or egress granted to any of the Owners in this Deed may be exercised by tenants and others authorised by them but all related indemnities granted by such Owners shall remain their responsibility.

9. GENERAL:

It is declared that no Owners shall ever have a claim against the Developer in respect of the maintenance, repair, reinstatement or renewal of the Common Parts once their formation has been completed.

10. MEETINGS OF THE OWNERS:

10.1 Either the Managing Agent or the Owners of a majority of the Units (in relation to matters affecting the Flat Development Common Parts) (or at least 50% of the relevant Owners in the case of matters affecting the Development Common Parts) shall be entitled at any time to convene a meeting of the Owners to be held at such reasonably convenient time and place as the convenor(s) of the meeting select provided that they shall have given at least 21 days' written notice (save emergencies when a shorter reasonable notice period may be applied) to the Owners and (if not the convenor) the Managing Agents. In addition to detailing the time and place of the



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meeting, such notice must specify an Agenda for the meeting and give information, in reasonable detail, of all items to be voted on at such meeting - votes or decisions cannot be taken at any such meeting in respect of matters not mentioned in such Agenda and supporting information unless there are present at the meeting Owners holding at least 75% of the relevant votes.

10.2 At any meeting so convened, the Owners may be represented by any person as mandatory appointed by written mandate (either specific or general) to attend, vote and act on behalf of the relevant Owners and any mandatory can act and vote on behalf of more than one of the Owners with separate votes for each. For the avoidance of doubt all references in this Clause to the Owners shall include their mandatories.

10.3 The Owners holding 50% of the relevant votes (including those represented by a mandatory) shall require to be present or represented by a mandatory in order to form a quorum at any such meeting.

10.4 The Managing Agent shall chair each such meeting unless the Owners decide otherwise; the Chairman at each such meeting shall, at the outset, determine whether or not there is a quorum and in this regard he shall obtain and check all mandates. Further, as soon as practicable and in any event within 7 days after the meeting date, the Chairman shall prepare and issue to all the Owners (and the Managing Agent if he was not in the chair) a Minute of all the matters decided at the meeting, which Minute shall include a note as to which Owners were present and the percentages of their votes cast for and against each resolution. The

Managing Agent may charge additional fees for arranging, attending and implementing the decisions of any meetings other than the Annual General Meeting.



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10.5 Each of the Owners present at any such meeting shall be entitled:-

10.5(a) in the case of a vote relating to the appointment of a Chairman, one vote:

10.5(b) in the case of a vote relating to the appointment, re-appointment, dismissal and/or replacement of the Managing Agent, one vote subject to Clause 11.2 below;

10.5(c) in the case of a vote relating to any proposed Management Regulations in respect of the Common Parts, one vote;

10.5(d) in the case of a vote relating to any Common Maintenance Works or Services in respect of the Development Common Parts one vote.

10.6 each of the Owners of a Unit within the Flat Development, in the case of a vote relating to any Common Maintenance Works or Services in respect of the Flat Development Common Parts shall be entitled to one vote;

Declaring that if any Unit is at any time owned by more than one person then, for the purposes of this Clause, only one person may vote for that Unit. On the other hand, where any person owns more than one Unit, that person shall have a vote for each Unit.

10.7 It shall be competent at any such meeting by a majority of all the affected Owners (and not just those at the meeting) (allocated in accordance with this Clause) but subject to Clause 11 below:-



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10.7(a) to appoint, re-appoint, dismiss and/or replace the Managing Agent, all as more specifically provided for in and subject to Clause 11 below;

10.7(b) to make Management Regulations for the preservation, cleaning, use or enjoyment of the Common Parts but which rules must not be inconsistent with or amend the burdens set out herein; and

10.7(c) to instruct the Managing Agent in regard to the carrying out of any Common Maintenance Works or the provision of Services in relation to the Common Parts:

All decisions made at any such meeting in accordance with the guidelines herein contained shall, subject to Clause 16 below, be binding on all the Owners whether present or otherwise.

10.8 The Owners of each Unit shall immediately become members of the residents association and at the first meeting of the Owners as above, the Owners shall appoint a Chairman, Treasurer and such other office bearer as may be decided at such meeting. The office bearers shall hold office for a period of one year only and at each annual general meeting of the Owners, a vote will be taken on the appointment of such office bearers. No office bearers will be entitled to any remuneration and shall have no power to make any decisions which bind the Owners, the role of the office bearers being as representatives only.

11. THE MANAGING AGENT:

11.1 The Managing Agent for the Development (who shall require to be a reputable person, company or firm of Chartered Surveyors or Managing Agents and a member of "The Property Managers Association Scotland" or similar body with offices in Glasgow or Edinburgh and have suitable experience in managing properties similar to the Development in similar locations)



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shall be appointed, re-appointed, dismissed and/or replaced by the Owners as provided above.

11.2 Notwithstanding Clause 10.5 above, until three years after the Relevant Day, the power of appointment, re-appointment, dismissal and replacement of the Managing Agent shall rest solely with the Developer and thereafter the Owners shall ensure that there is a Managing Agent appointed for the Development at all times, notwithstanding the dismissal of any Managing Agent from time to time.

11.3 Save for the Managing Agent's initial appointment by the Developer as provided above, the whole terms and conditions of appointment of each Managing Agent (including the remuneration package) shall be subject to consideration and approval at any such meeting and in all cases such appointment shall include the following:-

11.3(a) An acknowledgement that the Owners of each Unit shall pay an equal share of all remuneration properly due to the Managing Agent;

11.3(b) A duty to exercise in a professional, efficient and economic manner the whole powers, rights and obligations of the Owners contained in this Deed of Conditions and to provide the Services subject to such limitation on expenditure and other restrictions as the Owners may impose.

11.3(c) A duty to lodge, without delay in a single separate Bank Account in the name of all of the Owners, all monies paid to the Managing Agent by the Owners (save for payment of fees or other remuneration due to the Managing Agent) and a duty to pay when due all expenditure incurred by the Owners from the relevant Accounts. In respect of any element of funds relating to a sinking fund, none of the Owners shall be entitled to a



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refund of any funds allocated for this purpose in the event of sale of their Unit.

11.3(d) A duty to have Accounts prepared of its intromissions on or as soon as reasonably practicable after the Payment Days and a duty to convene and hold an annual meeting of the Owners to consider and approve such Accounts as soon as reasonably practicable after the expiry of the year in question.

11.3(e) A duty to effect and maintain adequate fidelity and professional indemnity insurance for such sum and with such insurers as the Owners (acting reasonably) may approve from time to time.

11.3(f) A right to enter into such maintenance and service contracts with independent contractors as the Managing Agent considers appropriate subject to the above mentioned limits and so long as such contracts can be terminated without penalty at any time after the first year on not less than three months' notice.

11.3(g) A duty to maintain a record identifying, for each of the Units, the name and a United Kingdom address for the current Owners and a requirement to keep this up to date and to make it available to Owners on reasonable request unless the Managing Agent is prohibited from doing so by law.

In this regard each of the Owners shall, without delay, on becoming Owners and thereafter on any change of name or United Kingdom address or disposal, give the Managing Agent full details in writing so that such record is kept up to date from time to time.

11.3(h) A duty to maintain and make available for inspection upon written request (and subject to payment of the Managing Agents reasonable administrative fees in that regard) a file



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containing certified true copies of the Minutes of all the Owners' meetings, which file will be delivered to the Owners or as they direct on termination of the Managing Agent's appointment.

11.4 The Managing Agent shall prepare, and present for information to the Owners on or as soon as reasonably practicable after the Payment Days, a statement of the costs (including his remuneration and allowing for a reasonable float for contingencies) incurred by the Managing Agent in the preceding quarter in respect of the Common Parts. Each of the Owners shall pay to the Managing Agent, on demand accompanied by an appropriate VAT Invoice, that Owners share of such costs and that at each of the Payment Days in such year. For the avoidance of doubt, no such costs counted under one heading are to that extent to be counted under another. If requested by the Managing Agent, payment shall be made by direct debit and the Owners shall on demand complete and return any direct debit forms supplied by the Managing Agent for that purpose.

11.5 Where Owners of a Unit dispose of their interest in the Unit during the course of a quarter to which the Managing Agent makes up said accounts, he shall, jointly with the acquirer, notify the Managing Agent in writing of the date on which the disposal is effective along with the other details required for the purposes of maintaining the Record in terms of Clause 11.3(g) above. From and after the later of the disposal date and the date of such joint notification, the acquirer shall take over the disposer's obligation to make payments on each of the Payment Days and the accounts shall be apportioned by the Managing Agent between the disposer and the acquirer pro rata according to the number of days in the quarter during which each was an owner of the relevant Unit (subject to the provisions of clause 11.3(c) and subject to payment by the disposer of an apportionment fee to the Managing Agent).



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11.6 Interest at 4% per annum above the Base Rate of the Bank of Scotland (or, in the event of there being no such Rate, some other reasonably comparable rate selected by the Managing Agent and notified to the Owners) shall be payable on demand by each of the Owners to the party entitled thereto on all sums due by them under or by virtue of this Deed in the event that the same shall not be paid within 14 days of the date of demand, running said interest from the date of demand until paid.

11.7 In order that the Managing Agent shall have a fund for the execution of repairs, renewals, maintenance and other charges, insurance premiums, factorial expenses and fees, each of the Owners shall pay the Managing Agent upon taking entry to their property the sum of ONE HUNDRED POUNDS (£100) (or such other sum as the Managing Agents deem necessary) in respect of each such Unit and that the sum so collected by the said Managing Agent shall be held by him in trust on behalf of the said Owners for the foresaid purposes, no interest being payable: In the event of the Owners of a Unit selling or otherwise disposing of his Unit the amount of the said deposit shall be returned to him under deduction of any share of charges accrued to the date of sale or disposal provided that the purchaser of the Unit concerned has previously paid his contribution to the said fund.

11.8 Declaring that all expenses and charges incurred for any work undertaken and the services performed in terms of or in furtherance of and accordance with the provisions herein contained and the remuneration and expenses of the Managing Agent shall be payable by the Owners of the Units within the Building whether consentors thereto or not in the proportions detailed in these presents in the same way as if their consent had been obtained and, in the event of non-payment within one calendar month, the Managing Agent shall be entitled to sue for recovery of the same in his own name together with all



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expenses incurred by him and that in the event of failure to recover such payments and/or expense of action, then such sums will fall to be paid by the other Owners who shared responsibility for the original unpaid account or otherwise as the Managing Agent may determine (acting reasonably);

12. DISPUTES AS TO NEED FOR WORKS:

If, consequent upon any meeting of the Owners convened as provided above, there is any dispute or difference between any of the Owners as to whether or not any Common Maintenance Works or Services should be carried out on or provided for the Common Parts then, notwithstanding any decision taken at the meeting and whether or not there was a quorum at the meeting, any of them shall be entitled to refer the question of the necessity for carrying out the proposed Common Maintenance Works or the requirement for the Services to an independent Chartered Surveyor (who shall act as an expert and not as an arbiter) to be appointed, on the application (which shall forthwith be copied to the other Owners) of any of the Owners, by the Chairman (or senior acting office holder) of the Scottish Branch of the Royal Institution of Chartered Surveyors (as constituted, formed or re-formed from time to time). Such expert shall give all the Owners an opportunity to state their case to him in such form as he shall decide and if he shall consider that all or any part of the proposed Common Maintenance Works or Services are necessary, he shall have power to order it to be executed forthwith (or for the Services to be provided) and the expense thereof shall be borne by the Owners in the same way and same manner as if such Works or Services had been ordered or sanctioned at a meeting of the Owners convened and held as aforesaid; Provided always

however that any Owners desiring to call for a reference to an expert under this Clause must give written notice to all the other Owners of his intention to do so within 14 days (time



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being of the essence) of the date of the relevant meeting failing which his right to call for a reference in regard to the matter in question shall be lost.

The expense of any such application to said Chairman (or other), the expert's fee and any other expenses incurred by him incidental to the reference shall be allocated amongst the Owners as the expert directs, failing which they shall be borne by the Owners equally.

For the avoidance of doubt, once any of the Owners have timeously given notice of their intention as aforesaid, any of the Owners may initiate the appointment of an expert to resolve the matter and, if they do so, they shall, at the same time, send a copy of their application to the other Owners.

13. BUILDINGS INSURANCE:

13.1 The Owners shall at all times keep the Units insured against loss or damage by fire, lightning, explosion, earthquake, storm, tempest, bursting or overflowing of water tanks, apparatus or pipes, riot, impact of road vehicles, civil commotion and malicious damage, strikes, labour and political disturbances and aircraft (other than hostile) and aerial devices and articles dropped therefrom, terrorism, provided insurance for terrorism is available in the market at reasonable rates, in the full reinstatement value thereof (such value to be not less than the value determined by the Managing Agent acting reasonably and to include a sum in respect of site clearance and debris removal) together with such sums (related to such reinstatement value) as the Managing Agent may reasonably require for Architects', Surveyors' and Engineers' fees from time to time as the Managing Agent shall from time to time reasonably require together also with insurance against such Third Party risks and Property Owners' liability for such sum or sums as the Managing Agent may reasonably require



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from time to time and that all subject to the reasonable availability of cover and to the conditions and exceptions normally contained in policies for such insurance from time to time and all in name of the Managing Agent on behalf of the Owners of the Unit and such other names as the Managing Agent (or the Owners) shall reasonably require in some Insurance Office of repute and through such agency as may be nominated by the Managing Agent acting reasonably: In the event of any Units or any part thereof or any other part of the Flat Development Common Parts which is necessary for the continued beneficial enjoyment and use of the Units being damaged or destroyed by fire or other insured risk at any time so that the Flat Development Common Parts or the Unit in question is/are unfit for occupation and use in whole or in part, then, to the extent required, the Managing Agent and the Owners shall cause the monies received by virtue of such damage or destruction (except for monies received in respect of Third Party and Property Owners' liability which shall be expended in discharging such liability) to be paid out (subject to all necessary statutory and other consents being obtained either unconditionally or, if conditionally, on terms acceptable to the Owners acting reasonably which the Owners (acting through the Managing Agent) shall be bound to use all reasonable endeavours to obtain as soon as reasonably practicable) in rebuilding or repairing or reinstating the Flat Development or the Unit or such other parts of the Flat Development so damaged or destroyed as soon as reasonably practicable in accordance with the then good building practice and all necessary statutory or other consents or requirements using good quality materials, to the intent that the obligation to rebuild, repair or reinstate the building or the Unit shall be deemed satisfied to the extent that the rebuilding or other works conform to good practice then current and provide to the Owners a substantially comparable usable area to that comprised in the Unit and the Flat Development before the damage and, in the event that the insurance proceeds shall



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be insufficient for that purpose, the Owners shall meet the shortfall or deficiency out of their own funds save where the insurance monies payable under any insurance policy are wholly or partially irrecoverable by reason solely or in part of any act or default of an Owner or any person under its control in which case the Owner concerned will make up the irrecoverable amount from its own monies in rebuilding or reinstating the Unit or Flat Development as aforesaid.

If the Owners are prevented and continue to be prevented three years after the date of the damage or destruction of the Unit or the Flat Development or the relevant part or parts thereof to rebuild or reinstate then all monies received in respect of the insurance effected by the Owners pursuant hereto shall be divided among the Owners according to the value at the date of the destruction or damage of their respective interests in the Unit or the Flat Development provided that if the Owners do not agree to the division of such insurance monies, then any Owner shall be entitled to apply to an arbiter to be appointed by the Owners or in the absence of agreement by such arbiter as may be appointed by the senior office bearer of the Royal Institution of Chartered Surveyors in Scotland on the application of any Owner.

13.2 The Owners of each Unit shall pay his share of the cost of the insurance policy or policies maintained in accordance with this Clause 13 in such fair and equitable proportion as may be determined by the Managing Agent or the insurers.

13.3 No Unit and none of the Common Parts shall be used in such a manner as might reasonably be expected to render void or voidable the said insurance policy or policies.

13.4 The Owners through the Managing Agent shall also effect insurance by a common policy in the name of the Managing Agent for behoof of the Owners against the property owners liability



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arising from ownership of the Common Parts the indemnity for which shall not be less than FIVE MILLION POUNDS (£5,000,000) in respect of any one accident or such larger sum as is recommended by the Managing Agent. Each of the Owners shall pay an equal share of the premium thereof. This cover may be incorporated into the Buildings Insurance Policy.

14. NOTICES:

14.1 Any notice under Clause 10 above to Owners or the Managing Agent shall be in writing and shall be sufficiently served if delivered by hand or sent by Recorded Delivery Post to, in the case of Owners, his last known address in the United Kingdom as advised to the Managing Agent in terms of Clause 11 above (or in the case of the Owners to the Unit owned by him, or in the case of the Developer to the Developer's Registered Office) and, in the case of the Managing Agent, his address as last notified to all the Owners.

14.2 Any notice delivered by hand shall be deemed duly served when delivered to the appropriate address, while any notice sent by Recorded Delivery Post shall be deemed duly served 3 days after the day of posting. In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed in accordance with this Clause and posted to the place to which it was addressed.

15. ALTERATION OF CONDITIONS:

It is expressly provided and declared that there is reserved to the Developer (acting reasonably) the right to alter or modify, in whole or in part, the foregoing conditions and in the event of the Developer so doing, the Owners shall have no right or title to object thereto and shall have no claim in respect thereof; the waiver, alteration, modification, deviation or departure from any lay-out, condition, burden or reservation



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or others whatsoever shall not be prejudicial to or derogate in any way from the power and right of the Developer to enforce or pursue any condition or reservation not so varied, altered, modified or departed from in a question with any other of the Owners exclusively or individually. It is hereby declared that no Owners shall have any title or interest to enforce any of the provisions of these presents in a question with the Developer until the Relevant Day.

16. VARIATION OF COMMON PARTS:

The Developer (acting reasonably) reserves the right to vary the extent of and/or the allocation of the Common Parts and to amend the proportions (provided any such amended proportion is equitably determined by the Developer having regard to the number, floor area or value of the Units concerned) in which the Owners within the Development or any part thereof are bound to contribute towards their upkeep, repair and renewal and the Developer (acting reasonably) further reserves the right to sub-divide the Units within the Development or form additional Units thereon or conjoin any of the Units or any part thereof to form a larger Unit or Units. Declaring that (a) in the event of the Developer exercising any of the foregoing rights the Developer shall record/register a supplementary Deed of Conditions recording the terms thereof and any amendment to the allocations contained herein and upon such recording/registration these presents shall be deemed to be varied with effect from the date thereof to the extent provided therein and (b) the Owners will have no right or title to object to the variation as aforesaid and will make no claim in respect thereof.

17. RESERVED RIGHTS REGARDING SERVICE MEDIA:

There is reserved to the Developer, its successors, and any other party deriving right from the Developer and



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to any local or public authority and all other statutory undertakers concerned for their respective interests the right to install new Service Media and to use the Service Media existing or to be provided and all (if any) other services in, on, under, through, or over the Development provided that the Developer covers all costs incurred with right of access at all reasonable times for the purpose of inspecting, repairing, improving, cleansing, emptying, maintaining, renewing, removing the Service Media subject to causing minimum disturbance to the Owners and reinstating any damage caused as a result.

18. REAL BURDENS AND COMMUNITY BURDENS:

This deed is a constitutive deed creating real burdens within the means of Sections 4 and 122(1) of the said Title Conditions (Scotland) Act.

The Clauses set out in this Deed are imposed on the Development as:

(a) community burdens in terms of the Title Conditions (Scotland) Act 2003 (in which community is the Development); and

(b) real burdens in favour of any Unit of which the Developer is the Owner until such time as the Developer has completed the sale of such a Unit to a third party, at which time the condition shall cease to be a real burden in respect of that Unit (but will remain a community burden notwithstanding such sale);

(c) the servitudes set out in this Deed are created positive servitudes over parts of the Development burdened thereby in favour of the Units benefited thereby and the Owners thereof unless otherwise stated.



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This is the schedule referred to in the Deed of Conditions by Beaufort Property Company Ltd dated 2 November 2018.

1. General

1.1 Maintenance and instigation of service contracts for any CCTV or surveillance equipment and satellite television systems.

1.2 Arranging property owners liability insurance to cover all common aspects of the development and fully comprehensive cover for the passenger lifts.

1.3 Arranging relevant maintenance and safety inspections to equipment such as door entry system, t.v. aerial and satellite systems, fire detection system, heating equipment/systems within common areas or others.

1.4 The provision, maintenance and renewal of any other equipment and the provision of any other service which, in the reasonable opinion of the Managing Agent, it is reasonable for the managing Agent to provide for maintaining and securing the facilities and amenities of the Building.

2. Specific

2.1 Arranging for and supervising cleaning of the communal entrance, hallways, stairs, landings, bin stores, lifts and glazed areas in addition to any other communal areas within the development.

2.2 Arranging for the lighting of the communal areas, such as gardens, external areas, stairs and storage areas to be properly maintained together with the door entry and communal television aerial or satellite systems, where applicable



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(including arranging landlord's electricity supply to said systems).

2.3 Arranging future redecoration of all communal internal and external painted surfaces within the development.

2.4 Arranging for the maintenance of any garden ground situated within any Unit should the Owners fail to maintain said garden ground in terms of this Deed of Conditions with full power to recuperate any costs from the relevant Owners.

Note: The Conditions in the said Deed of Conditions have been varied in terms of the Supplementary Deed of Conditions in Entry 8 of this Section.

- 8 Supplementary Deed of Conditions by BEAUFORT PROPERTY COMPANY LIMITED, (hereinafter referred to as "Beaufort") and MELVYN DOUGLAS STEPHEN and MRS ANNE- MARTINE STEPHEN, ("the Stephens") and each of their successors, Beaufort and the Stephens together the "Developer"), registered 4 Jul. 2019 PROVIDE as follows,

WHEREAS

(One) Beaufort and the Stephens granted a Deed of Conditions on 2 November 2018;

(Two) The said Deed of Conditions was registered in the Land Register of Scotland over the Development (as defined in the said Deed of Conditions) under Title Numbers MID8816, MID167705 and MID162589 on 4 December 2018;

(Three) In terms of clause 15 ALTERATION OF CONDITIONS of the said Deed of Conditions, the Developer wishes to amend the said Deed of Conditions as it relates to the insurance provisions and typographical errors.



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1. AMENDMENTS

The said Deed of Conditions is amended as follows:-

1.1 The words "Relevant Date" where they appear in clause 11.2 of the said Deed of Conditions are deleted and substituted therefor are the words "Relevant Day";

1.2 Clauses 13.1 and 13.2 of the said Deed of Conditions are deleted and substituted therefor is the following:-

"13.1 Insurance of House Plots

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

Any House Plot or other building or buildings or any part or parts thereof which are destroyed or damaged, will be repaired, rebuilt or restored by the Owner of the relevant House Plot within one year of the date of such destruction or damage to at least the value thereof immediately prior to such destruction or damage. The whole sums received from the relevant insurance company or companies shall be expended in re-erecting the House Plot to which the insurance policy relates or other building or buildings or repairing the damage, with the relevant Owner making up any shortfall. The relevant House Plot or other building or buildings shall be restored so as to be in all respects consistent with the provisions and conditions herein contained.



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13.2 Insurance of the Flat Development and Flat Development Common Parts

The Owners of each Unit within the Flat Development shall be bound to concur with each other and with any Managing Agent appointed in terms hereof or any factor or person(s) appointed in effecting a common insurance policy or policies covering the Flat Development and the Flat Development Common Parts including any bin and cycle store pertaining to the Flat Development against loss by fire and other usual risks normally covered by a homeowners comprehensive insurance policy (including without prejudice to the foregoing generality damage caused by flooding or escape of water) with an insurance company of good standing for the full reinstatement value thereof. The cost of premiums for such common insurance will be paid by the Owners of the Units within the Flat Development in the Block in equal shares. The insured parties under the aforementioned common insurance policy or policies will be the Owners of each Unit within the Flat Development and all holders of standard securities over any Units in the Flat Development (otherwise known as mortgagors or secured lenders).

Any Unit within the Flat Development or the Flat Development Common Parts or any part thereof which is destroyed or damaged, will be repaired, rebuilt or restored by the relevant Owners within one year of the date of such destruction or damage to at least the value thereof immediately prior to such destruction or damage. The whole sums received from the relevant insurance company or companies shall be expended in re-erecting the Flat Development or any part thereof or repairing the damage, with the Owners of the Units within the Flat Development (in equal shares) making up the shortfall. The Flat Development or any part thereof shall be re-erected or restored so as to be in all respects consistent with the provisions and conditions herein contained.



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If the sum paid by the relevant insurance company or companies, following damage or destruction of the whole or any part of the Flat Development or the Flat Development Common Parts, exceeds the costs incurred in the repair or rebuilding of the damaged or destroyed part, then the surplus shall be divided equally among the Owners of all Units in the Flat Development.

If any Owner uses his Unit for any purpose which results in an increase in the insurance premium for such common insurance policy/policies, such Owner is responsible for such increase in that premium and must relieve the Owners of the other Units in the Flat Development of such increase in premium.

1.3A new clause 13.3 shall be inserted as follows:

"13.3 Insurance of the Development Common Parts

The Owners shall be bound to concur with each other and with any Managing Agent appointed in terms hereof or any factor or person(s) appointed in effecting a common insurance policy or policies (if any) covering the Development Common Parts against loss by fire and other usual risks (including without prejudice to the foregoing generality public liability insurance/third party insurance) normally covered by a comprehensive insurance policy with an insurance company of good standing for the full reinstatement value thereof. The cost of premiums for such common insurance will be paid by the Owners of the Units in equal shares;

1.4 The remainder of clause 13 shall be re-numbered accordingly.

1.5 The words "for the Flat Development and the Flat Development Common Parts or the insurance policy for the Development Common Parts" shall be inserted after the word



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"Policy" in the last line of the existing 13.4 (re-numbered 13.5).

1.6 The words and figures "Clause 15" where they appear in the first line of clause 14.1 of the said Deed of Conditions is deleted and substituted therefor are the words and figures "Clause 10".

1.7 The words and figures "Clause 16.3(g)" where they appear on the fourth line of clause 14.1 of the said Deed of Conditions are deleted and substituted therefor are the words and figures "Clause 11".

1.8 Save as amended by clauses 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.7 above, the terms and conditions of the said Deed of Conditions shall continue in full force and effect.

2. REAL BURDENS:

This deed is a constitutive deed creating real burdens within the meanings of Section 4 of the Title Conditions (Scotland) Act 2003.

- 9 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.