



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

6468
15/4/2015

TITLE NUMBER

GLA157701



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

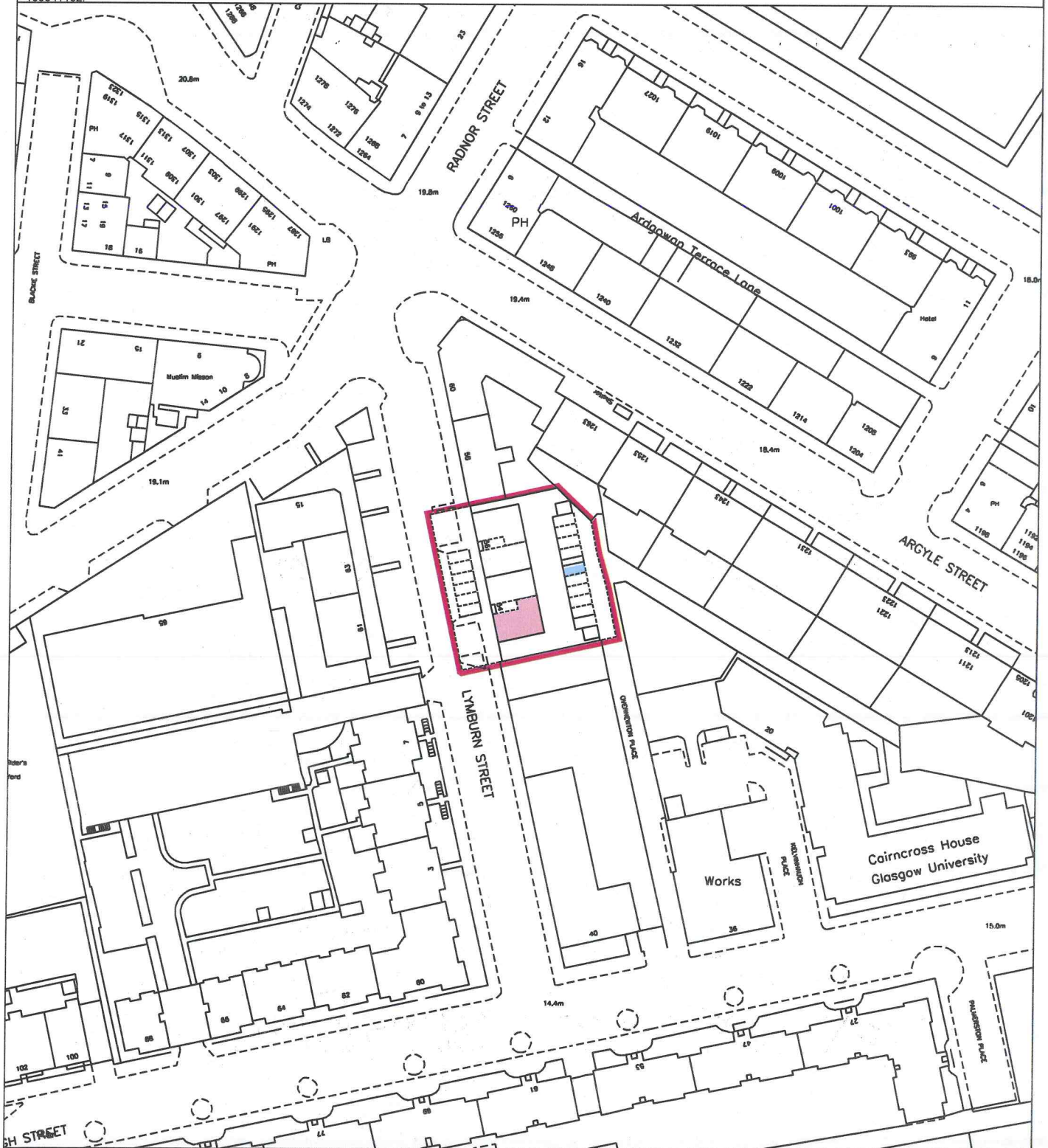
70m

NS5665NE NS5666SE

Survey Scale

1/1250

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REGISTERS OF SCOTLAND



Registers Direct - Land Register: View Title GLA157701

Search Summary

Date:	29/06/2015	Time:	17:43:10
Search No.:	2015-02703011	User Reference:	jac

Sasine Search Sheet:

A. PROPERTY SECTION

Title Number:	GLA157701	Date of First Registration:	10/01/2001
Date Title Sheet updated to:	31/03/2008	Date Land Certificate updated to:	10/06/2004
Hectarage Code:	0	Interest:	PROPRIETOR
Map Reference:	NS5665NE		

Description:

Subjects 0/2 54 LYMBURN STREET, GLASGOW G3 8PD within the land edged red on the Title Plan being the ground floor flat tinted pink on the said Plan with the car parking space tinted blue on the said Plan; Together with (One) a heritable and irredeemable servitude right of pedestrian and vehicular access over the roads and footpaths within the development; (Two) a right of common property with the proprietors of the remainder of the said development in and to the Common Parts and the Common Area as described in the Deed of Conditions in Entry 3 of the Burdens Section; (Three) a right of common property along with the proprietors of those other flatted dwellinghouses whose flat is accessed by the common entrance known as Close 2 at Lymburn Street, aforesaid in and to the entrance, vestibule, hall, stairs, staircase, passages, landings and walls and ceilings enclosing the same; and (Four) a heritable and irredeemable servitude right of access over the remainder of the development when reasonably required for the purpose of inspection, maintenance and repair of the subjects in this Title, subject always to making good any damage caused thereby.

Notes:

1. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Contract in Entry 1 of the Burdens Section.

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

B. PROPRIETORSHIP SECTION

Title Number:		GLA157701		
Entry Number	Date of Registration	Proprietor	Consideration	Date of Entry
1	10/06/2004	CHRISTOPHER JAMES ARTHUR DUNCAN 102 Hilton Heights, Woodside, Aberdeen, AB24 4QF.	£157000	28/05/2004

Notes:

1. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, of spouses of persons who were formerly entitled to the said subjects.

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

C. SECURITIES SECTION

Title Number:		GLA157701	
Entry Number	Specification	Date Of Registration	
1	Standard Security for £120000 and further sums by said CHRISTOPHER JAMES ARTHUR DUNCAN to YORKSHIRE BUILDING SOCIETY, Chief Office Bradford, West Yorkshire.	10/06/2004	

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

D. BURDENS SECTION

Title Number:	GLA157701	Number of Burdens:	3
Entry Number	Burden Preamble		
1	Feu Contract containing Feu Disposition by William Crawford Stirling Stuart ("the First Party") to Lord Provost Magistrates and Council of City of Glasgow ("the Second Party") and their successors and assignees, recorded G.R.S. (Glasgow) 14 Nov. 1892, of 5217 square yards of ground of which the subjects in this Title form part, contains the following burdens		
2	Feu Disposition by Glasgow City Council (who and whose successors are hereinafter referred to as "the Superiors") to Lymburn (Abbey) Limited, their successors and assignees (hereinafter referred to as "the Feuars"), registered 10 Jan. 2001, of the subjects edged red on the Title Plan (hereinafter referred to as "the feu"), of which the subjects in this Title form part, contains the following burdens		
3	Deed of Declaration of Conditions, registered 3 Jul. 2001, by Lymburn (Abbey) Limited, proprietor of the subjects edged red on the Title Plan, of which the subjects in this Title form part, sets forth and declares burdens &c in the following terms		

Burden Detail

**Entry
Number**

1 Feu Contract containing Feu Disposition by William Crawford Stirling Stuart ("the First Party") to Lord Provost Magistrates and Council of City of Glasgow ("the Second Party") and their successors and assignees, recorded G.R.S. (Glasgow) 14 Nov. 1892, of 5217 square yards of ground of which the subjects in this Title form part, contains the following burdens:- Reserving to the first party and his successors the whole coal shale limestone freestone ironstone and all other mines metals minerals and fossils within or under the said subjects and others hereby disposed with full power to the first party and his foresaids or any person authorised by them to search for work win raise calcine and carry away the same in the most commodious manner and for that purpose to make bones sink pits open quarries erect gins and gin gates houses and machinery and to make aqueducts level drains road railways or tramways and all others necessary or that they may judge proper in the said subjects and others for all or any of these purposes upon payment of the said second party and their foresaids of such damages as may be thereby occasioned to the surface of the said subjects and others or to the buildings erected or which may be erected thereon as the same shall be ascertained by two Arbiters to be mutually chosen by the Superiors and vassal respectively or in case of the said Arbiters differing in opinion by an Oversman whom such Arbiters shall nominate before entering on the submission. But declaring that the second party and their foresaids shall always be entitled to take out as much freestone from the said subjects and others hereby disposed as they shall require for the erection of buildings thereon and under the following burdens provisions declarations conditions and others viz.; Declaring that the buildings fronting the streets shall be of stone or brick of good quality covered with slated roofs and shall not be more than four square storeys in height and shall line with the building lines of said streets and there shall be no backdwelling houses and the said streets shall be kept clear of all erections obstructions and nuisances whatever. Declaring that no part of said ground shall be used for depositing dung or rubbish excepting what may be made thereon and that no works of any kind which may be legally deemed a nuisance shall be erected or carried on upon any part of said ground and the vents of any manufactories thereon shall be carried to a sufficient height so as not to injure the neighbouring feuars or tenants by the smoke or vapour therefrom.

**Entry
Number****Burden Detail**

2 Feu Disposition by Glasgow City Council (who and whose successors are hereinafter referred to as "the Superiors") to Lymburn (Abbey) Limited, their successors and assignees (hereinafter referred to as "the Feuars"), registered 10 Jan. 2001, of the subjects edged red on the Title Plan (hereinafter referred to as "the feu"), of which the subjects in this Title form part, contains the following burdens: (First) the Feuars shall use the Feu for the erection of a maximum of Sixteen flatted dwellinghouses and ancillary car parking spaces ("the development") and for no other purpose unless with the prior written consent of the Superiors; (Second) the Feuars shall maintain in good and satisfactory manner all buildings from time to time erected on the Feu; (Third) the Feuars shall insure or procure the insurance of said buildings for the full reinstatement value against fire and other normal household/commercial risks from and after the date of entry (being 27 Dec. 2000) and shall exhibit the policy or policies of insurance when required in writing to do so and shall apply the proceeds of any such insurance in repair and reinstatement of such buildings in the event of loss or damage by any of the insured perils; and

(Fourth) there is reserved to the Superiors and all other proprietors of property adjacent to or in the vicinity of the Feu the free and uninterrupted passage and running of water, soil, gas, electricity, telephone and other services of supply from and to any adjoining or neighbouring property in and through the pipe, sewers and other conducting media which are now or may hereafter be in the Feu and buildings from time to time erected thereon, together with the right to construct and maintain in or about the Feu any pipes, sewers or other conducting media or services for the benefit of any adjoining or neighbouring property provided that the parties exercising such right (a) shall be bound to cause the minimum possible disturbance to the Feuars and (b) shall repair and make good any damage caused thereby as soon as reasonably practicable.

Entry Number	Burden Detail
3	<p>Deed of Declaration of Conditions, registered 3 Jul. 2001, by Lymburn (Abbey) Limited, proprietor of the subjects edged red on the Title Plan, of which the subjects in this Title form part, sets forth and declares burdens &c in the following terms: WHEREAS we are about to erect flatted dwellinghouses and others within the area of ground comprising the Development edged red on the title Plan (hereinafter referred to as "the Development") (otherwise to be known as 56 Lymburn Street, Glasgow); and that it is now proper and expedient to set forth and declare the various reservations, real burdens, conditions and others affecting the Development and to be referred to in each of the rights, conveyances and other writs to be granted by us of the said Flatted Dwellinghouses therefore we have resolved in terms of the powers conferred by Section 32 of the Conveyancing (Scotland) Act 1874 to execute these presents so that the said reservations, real burdens, conditions and others may (so far as applicable) be effectually imported in whole or in part by reference into each of the said rights, conveyances and other writs to be hereinafter granted by us as well as into all conveyances or investitures to be thereafter granted of or relating to the same by a reference or otherwise to these presents and do therefore by virtue of the last mentioned Act hereby provide, set forth and declare but that without prejudice to the addition in specific cases of further reservations, real burdens, conditions and others or to the real burdens, conditions and others already affecting the Development, subject to Clause FOURTEENTH hereof, as follows:- FIRST In this Deed:- Definitions "Block" means a building containing Flatted Dwellinghouses the solum of which is owned jointly by the Proprietors of the Flatted Dwellinghouses or in respect of which each of the Proprietors has a right of Common Property. "Common Area" means the area edged red on the Title Plan under exception of all Plots, together with any paths to which any individual Proprietor or Proprietors has/have been given a servitude right in the Disposition grant in their favour or by Deed of Servitude or otherwise and also under exception of all parking spaces exclusively conveyed with any Flatted Dwellinghouse. The Common Area shall include the public open spaces, amenity ground, common access roads, pavements, footpaths, visitor car parking spaces and all sewers, drains, pipes, cables, boundary fences, walls, railings and hedges enclosing the same and common lighting. "Common Charges" means and includes:- (a) The whole expenses incurred from time to time in respect of the repair, maintenance and renewal and any authorised improvement of the Common Parts; (b) The remuneration of the Property Manager and the reimbursement to him of any expenses properly incurred by him in performing his duties in relation to the development; (c) The premium for the common insurance provided for in clause FIFTH hereof; (d) Any</p>

ground or parochial burdens; (e) Any other expenses, howsoever arising, in relation to the Development which in the reasonable opinion of the Property Manager should properly be borne by all the Proprietors.

"Common Parts" means in relation to a Block on the Development means (i) the solum on which each block is erected; the respective common foundations, outside walls, gables, roof and roof space and hatch or hatches leading thereto and any chimney vents and stalks of the Block and any internal division walls between any Flatted Dwellinghouse(s), the roof and walls enclosing any pend incorporated within or forming part of any block and any of the other Common Parts, (ii) the drains, sewers, soil and rain water pipes, water supply pipes, tanks, common cisterns, rhones, gutters, conductors, gas and electric mains and all pipes, cables, wires, flues and transmitters and connections so far as used in common by the Proprietors of more than one Flatted Dwellinghouse in the Block.

"Developers" means us and our successors for the time being in the Development as and when disposed. "Flatted Dwellinghouse" means a ground floor, first floor, second floor or third floor flat located in a Block and owned exclusively by the Proprietor thereof, (and "Flatted Dwellinghouses" means each and every Flatted Dwellinghouse). "Plot" means a plot of ground on which a Block of Flatted Dwellinghouses is erected and the curtilage or garden appertaining thereto (if any), and includes any footpath or part of roadway within the Plot. "Property Manager" means a Property Manager appointed in terms of Clause NINTH or ELEVENTH of this Deed. "Proprietor" means the owner for the time being of any Flatted Dwellinghouse(s) and, where two or more persons own the same, includes both or all of them and any obligations hereby imposed on them shall bind them jointly and severally. "The Cyclical Maintenance Fund" means the fund comprising of the contribution by the proprietors referred in clause TWELFTH hereof created to define the cost of Cyclical Maintenance of the property as defined in said clause. References to Dwellinghouses shall include Flatted Dwellinghouses. References to the male shall include the female and vice versa. SECOND Buildings (1) Each Plot shall be used solely for the purpose of erection thereon of a building comprising of a Block of Flatted Dwellinghouses with relative offices. Common Area (2) The Common Area so far as not occupied by buildings as aforesaid or roadways, access paths, footpaths or visitor parking shall be laid out and maintained as ornamental garden or pleasure ground and for no other purpose whatever and shall be maintained as such in a neat and tidy condition by all Proprietors in all time coming. Maintenance (3) The Proprietors of each Block shall jointly maintain all buildings and erections thereon in good order and repair and if necessary rebuild in all time coming and in the event of damage or destruction, shall repair, restore and re-erect the same in all respects in accordance with the provisions of sub-clause (1) of this Clause. THIRD So far as regards each flatted Dwellinghouse and the Block of which it forms part having been erected by the Developers:- Common Parts Ownership (1) Each Proprietor of a Flatted Dwellinghouse shall have an equal pro indiviso right of property in common with the other Proprietors of the Flatted Dwellinghouses in the same Block to the Common parts of the said Block. (2) The Proprietor of each of the Flatted Dwellinghouses as also the Property Manager shall have the right of access to the roof and roof space thereof to carry out all necessary repairs, maintenance and renewal as required upon giving reasonable notice to the Proprietor(s) of the upper Flatted Dwellinghouse(s) when access is required. Maintenance of Common Parts of a Block (3) Each Flatted Dwellinghouse shall be held by the Proprietor thereof in all time coming under the obligation jointly with the other Proprietors of Flatted Dwellinghouses in the same Block of upholding and maintaining in good order and repair and from time to time when necessary renewing and restoring the Common Parts of the said Block and of cleaning, repainting and decorating the said Common

Parts subject to the provisions of sub-clause (1) of Clause FOURTH of this Deed. All expenses and charges incurred under the foregoing obligation and of any other work done or services rendered in respect of the said Common parts shall be payable by the whole Proprietors of Flatted Dwellinghouses in the same Block in equal proportions. Maintenance of the Common Entrance. (4) Each Flatted Dwellinghouse shall be held by the Proprietor thereof in all time coming under the obligation jointly with the other proprietors of Flatted Dwellinghouses who use the common entrance of upholding and maintaining in good order and repair from time to time when necessary renewing and restoring the entrance vestibule, hall, stairs, staircase, passages, landings and walls and ceilings enclosing the same of same common entrance. All expenses and charges incurred under the foregoing obligation and of any other work done or services rendered in respect of the common parts of the common entrance shall be payable by the whole proprietors of flatted dwellinghouses using the common entrance in equal proportions. Reference to Property Manager (5) In the event of any Proprietor of a Flatted Dwellinghouse considering it necessary or desirable that any repairs or renewals or decoration or other works should be executed to the Common Parts of the block or to the Plot on which it is situated and of the other Proprietor or Proprietors of the Block refusing to sanction such repairs, renewals, decoration or other works, he shall be entitled to refer the question to the Property Manager and, in the event of the Property Manager deciding that all or any of such repairs, renewals, decoration or other works are necessary or desirable, the Property Manager shall have power to order them to be executed forthwith and the expense thereof shall be borne by all of the Proprietors of the Flatted Dwellinghouses respectively in the said Block of Flatted Dwellinghouses in equal proportions. The decision of the Property Manager shall be final and conclusive. Maintenance of Flats (6) Each Proprietor of a Flatted Dwellinghouse shall maintain and when necessary, renew the same and the fittings therein, the window frames and glass in the windows thereof and any stairs and stairway exclusively serving the same in a good state of repair and decoration and shall take all appropriate steps to prevent damage to the fabric of the Block of which the Flatted Dwellinghouse forms part, and in particular by control of vermin and immediate treatment of any wood rot or infestation in the floors, skirting boards, joists, doors, walls, ceilings, mouldings and others and by the repair of any damage to the water supply pipes, soil and water pipes and gas or electric cables, pipes or appliances within his own Flatted Dwellinghouse and in the event of failure by any Proprietor to take timeous and adequate measures to prevent or repair such damage, he shall be liable for any additional damage to other parts of the Block arising from such failure. There shall be reserved to each Proprietor of a Flatted Dwellinghouse a heritable and irredeemable servitude right of access over the other Flatted Dwellinghouses in the Development for the purpose of maintenance, repair and renewal subject to the said right being exercised at reasonable times and upon reasonable notice except in the case of emergency and subject also to making good any damages caused by the exercise of such right. If in the opinion of the Property Manager it is necessary or desirable for the protection, appearance or general amenity of a Block or blocks that any works of repair, maintenance, renewal or decoration be carried out, in or upon any Flatted Dwellinghouse therein he may serve notice upon the Proprietor thereof requiring the performance of such works as are specified in the notice within a period stated therein. The Proprietor to whom such notice is sent shall be entitled within twenty one days of its receipt to appeal to the Arbiter appointed in terms of Clause FIFTEENTH hereof to decide whether the works specified or any of them are necessary or desirable for the purposes above mentioned and, if the Arbiter considers that such

works or any of them are necessary or desirable, to determine the period within which they shall be performed. In the event of failure by the Proprietor to perform these works within the period stated in the Property Manager's notice or in the determination of the Arbitrator, as the case may be, the Property Manager shall be entitled to have the work carried out and to have any access convenient or necessary for that purpose and to recover the cost thereof from the Proprietor. So far as regards all Flatted Dwellinghouses within the said Development:- Alterations to Dwellinghouses (6)(a) Whilst the Developers remain proprietors of any part of the Development, no alterations, erections or additions shall be made on or to any of the Plots and/or Blocks or any of the Flatted Dwellinghouses thereon or on any part of the Development without their prior written consent having first been obtained. The cutting or boring of holes in common or party walls or in the plasterwork, plasterboard or other facing thereof is expressly prohibited. Any alterations, erections or additions to any of the Plots and/or Blocks or on any part of the Development shall conform in all respects to any Local Authority, Town and Country Planning or other relevant statutes and regulations in that behalf and all gas or electric installations shall comply with the requirements of the relevant Gas Authority or the relevant Electricity Authority. (b) No satellite dishes, television aerials or other form or forms of receiver other than any common satellite dishes, television aerials or other form or forms of receiver which may be installed by us to serve a Plot or block and all cabling, connections and appurtenances relating thereto shall be allowed to be attached, affixed, suspended or otherwise connected to any of the Plots or any Flatted Dwellinghouses therein or on any of the Common Parts of a Block or the Common Area whilst the Developers remain proprietors of any part of the Development, without the express prior written consent having first been obtained from the Developers, and all necessary Local Authority and other consents having been obtained. Curtilage or Garden Ground. (7) Save for any boundary walls and/or fences erected by us as Developers, no fences, division walls or any form of trellis or draught boarding or screening shall be erected on the Common Area and no vehicles of any kind shall be left or parked thereon. No clothes poles or clothes lines shall be erected on any part of said Common Area nor shall clothes or clothes lines be attached to or suspended from any part of the exterior walls or downpipes and no garbage cans, ash buckets or any other refuse receptacles shall be left or deposited on any part thereof other than in the designated bin storage/collection areas. FOURTH Colour Scheme and Repainting (1) The Proprietors shall be bound to adhere to the original colour scheme in respect of the exterior parts of the Flatted Dwellinghouses including all woodwork, window frames, rhones, gutters and others and to the original colour scheme of the Common Parts in relation to a Block. The said exterior parts shall be regularly repainted at least once every three years and the Common Parts shall be regularly repainted and decorated at least once every five years. Use and Prohibitions (2)(a) Each Dwellinghouse shall be used solely as a Flatted Dwellinghouse and for no other purpose whatever and none of the Flatted Dwellinghouses shall ever in any way be sub-divided or occupied by more than one family at a time. The Developers reserve the right to convey or allocate one car parking space to the Proprietor of each Flatted Dwellinghouse and each (if any) of such allocated car parking spaces shall be used by the Proprietor to whom it has been conveyed or allocated for the purpose of parking thereon of one private motor vehicle and for no other purpose and said car parking space shall be maintained by the Proprietor to whom it has been conveyed or allocated. Any remaining car parking spaces shall be kept available for the use of visitors to Proprietors within the said Development and shall be maintained jointly by all the Proprietors of the Development. (b) Notwithstanding the provisions of Class I(1), I(2), I(3)

and II(1) of Schedule I of the Town and Country Planning (General Development) (Scotland) Orders 1981-1985 (or any Order revoking or re-enacting that Order), no development may take place without consent from the relative Planning Authority. (c) The Proprietors and parties occupying any of the Flatted Dwellinghouses are hereby expressly prohibited from carrying on therein or in any other part of the Development any trade, business, manufacturing or profession, or from using them or any of them or causing them or any of them to be used for any purpose which might be deemed a nuisance and that whether or not such trade, business or profession is incidental to the ordinary residential use thereof, and notwithstanding any rule of law to the contrary. Declaring that, without prejudice to the foregoing provision, no business name, trade, advertisement board, card or plate shall be fixed or adhered to or in any part of any of the Flatted Dwellinghouses or Block of Flatted Dwellinghouses or on the ground whether common or otherwise or on any part of the Development. Declaring that the letting of Flatted Dwellinghouses for occupation as Dwellinghouses is not a trade or business for the purposes of this Clause. (d) Nothing may be done on any part of the Development or in any building or erection thereon that may, be deemed a nuisance or likely to occasion disturbance to other Proprietors of parts of the Development or proprietors of subjects adjoining the Development or their tenants or assignees. (e) No Proprietor of any Flatted Dwellinghouse shall permit any trailer, boat, caravan or commercial vehicle (other than the normal tradesmen's delivery vans or removal contractors' vehicles) to enter or remain within the Development or to be parked upon any Plot or upon any car parking space(s) within the Development. No motor vehicle(s) shall be parked on any part of the Common Area so as to cause obstruction. (f) Each Proprietor and his tenants and occupiers are hereby expressly prohibited from keeping in any Flatted Dwellinghouse or in or on the Plot on which it is erected poultry, ducks, pigeons, rabbits, bees or other livestock or from breeding animals and shall be entitled to keep domestic animals and that only provided that such animal or animals shall not prove to be a nuisance to other Proprietors and it is hereby expressly provided that all dogs shall be kept under control within the Development and shall at no time be allowed to run unfettered within the same or to foul the footways, other footpaths or accessways, common amenity areas or public open spaces. (g) No trees, hedgerows or shrubs on or overhanging any part of the Development shall be cut down, lopped, damaged or removed from any part thereof unless they have become dangerous, without the prior consent in writing of the relative Planning Authority.

FIFTH Insurance (1) The insurance shall be effected by a common policy in name of the Property Manager on behalf of the proprietors. Each of the proprietors shall be liable, jointly with the other proprietors to pay to the Property Manager promptly when due an equal share of the annual premiums in respect of the said common policy. In the event of the actions of any proprietor giving rise to an increase in the premium due, or any proprietor requiring the level of cover to be increased beyond that arranged by the Property Manager, that proprietor will be responsible for meeting any additional payments. In the event of damage to or destruction of the property or any part thereof the proceeds of a claim or claims under the common policy shall be held in trust by the Property Manager and shall be used and applied at the sight of the Property Manager in or towards the reconstruction, rebuilding or repair of the development. Each of the proprietors shall insure the contents of his dwellinghouse against all normal perils including burst pipes. (2) Whilst the Developers remain proprietors of any part of the Development they shall be entitled from time to time to require production of the foregoing policies of insurance or any of them and receipts for payment of the premiums. (3) In the event of any Flatted Dwellinghouse, or Block of

which the said Flatted Dwellinghouse forms part or any other buildings on the Plot on which it is erected being destroyed or damaged by any cause whether an insured risk or not the Proprietor thereof shall be bound to restore or rebuild the same and to repair the damage within one year of the occurrence of such destruction or damage but without making any alteration in or deviation from the original design and dimensions of the said Flatted Dwellinghouse or Block of which the said Flatted Dwellinghouse forms part except whilst the Developers remain proprietors of any part of the Development with the consent in writing of the Developers. All sums, which may be received from the insurance company under a policy in respect of loss or damage to buildings shall be applied forthwith in restoring or repairing such buildings. In the event of the cost of any such restoration or repairs exceeding the sum recovered from the said insurance company in respect of such loss or damage any further sum required to meet the said cost shall be paid by the Proprietor of the said Flatted Dwellinghouse. SIXTH Boundaries and Fences Fences or walls so far as forming divisions between adjoining Plots shall be erected as to one half of their width on each of such adjoining Plots and shall thereafter, except as herein provided, be maintained and kept in good order and repair by the adjoining Proprietors in all time coming, declaring that no Proprietor shall ever have a claim against the Developers in respect of the maintenance, restoration or re-erection of any such fences or walls. No alterations shall be made on boundary fences or walls whilst the Developers remain proprietors of any part of the Development without the prior written consent of the Developers and the erection of additional gates or accesses in boundary walls or fences is expressly prohibited. SEVENTH Roads and Services All necessary roadways, spaces and footpaths adjoining the same, visitor car parking and all sewers, drains, pipes, cables and other transmitters and connections shall be constructed by us but once so constructed (a) the Proprietors within the Development shall be bound and obliged to maintain unbuilt on and in good order and repair and whilst the Developers remain proprietors of any part of the Development to the full satisfaction of the Developers any such roadway, spaces, footpath and visitor car parking spaces so far as within the Development unless and until the same or any of them are taken over for maintenance by any public authority, in any application for which the said Proprietor or Proprietors shall be bound to concur, and (b) the Proprietor or Proprietors of a Plot shall be bound and obliged to maintain and repair such sewers, drains, pipes, cables and other transmitters and connections so far as the same do not become the responsibility of any public authority, the expense thereof being borne equally by the Proprietor or Proprietors of the property served thereby and, where any of such sewers or others passes through another Plot or other Plots, the Plot or Plots through which the same passes shall be subject to a servitude right of wayleave for the same in favour of the Plot(s) served thereby. EIGHTH Common Area In respect that the Common Area has been designated by us as public open spaces, amenity ground, roadway or footpath and/or visitor car parking spaces being such portions as are not included specifically with any Plot, the same shall be formed, laid out and as appropriate planted by us and once so formed remain open and unbuilt upon in all time coming, each and every Plot being held under burden of each individual Proprietor thereof being liable for an equal share, or such other equitable share as may be determined by us or by the Property Manager of maintaining the same as public open spaces, amenity ground, roadway, footpaths and/or visitor car parking spaces in neat, tidy and proper condition unless and until the said portions and others or any part of them are conveyed to or are taken over by any public authority for maintenance; Declaring that no Proprietor shall ever have a claim against the Developers in respect of such maintenance. NINTH Factor's

Appointment There shall be appointed a Property Manager who will be responsible for instructing and supervising the common repairs and maintenance of the whole Common Parts of the Subjects and for apportioning the cost thereof among the proprietors in accordance with the provisions of these presents. The said Property Manager shall be appointed by the Developer for a period of two years, said period commencing from the date of sale by the Developer of the last flatted dwellinghouse on the Development and thereafter by a majority of the proprietors (counting one vote for each flatted dwellinghouse at a meeting convened as aftermentioned).

TENTH Property Manager's Powers The Property Manager shall have full power and authority to instruct and have executed from time to time such works as he in his judgement shall consider necessary or desirable for the repair, maintenance or renewal of the Common parts or any part thereof, provided always that in the case of a major work (being a work the cost of which is estimated by the Property Manager to exceed £1,000 or such greater amount as may from time to time be fixed at a meeting of the proprietors) the Property Manager shall convene a meeting of the proprietors (as provided for in Clause ELEVENTH hereof) and shall only instruct such major works upon being authorised so to do by a simple majority of the votes cast by the proprietors at such meeting. Notwithstanding the foregoing provisions in relation to the major works, the Property Manager shall be entitled forthwith to instruct and have executed such works as he considers necessary for the interim protection or safety of the property or any part thereof or of any person, pending the decision of the proprietors. Each proprietor on taking entry to his dwellinghouse shall deposit with the Property Manager the sum of £200 or such greater sum as may be determined by the proprietors voting at a meeting as provided in Clause Eleventh hereof. Such sum will be held by the Property Manager as a float from which to disburse the cost of repairs as herein provided and will be topped up half yearly by payment of the proprietor's share of common shares. Such deposit will be refunded on a proprietor ceasing to be a proprietor of the Property under deduction always of any sums then due by him.

ELEVENTH 1. Proprietor's Meeting The Property Manager may at any time convene a meeting of the proprietors and shall convene such a meeting upon receipt of a written request signed by a majority of the proprietors to be held at such reasonably convenient time and place as the Property Manager may determine but in any event not later than fourteen days from the date of requisition. Notice of the time and place of any such meeting shall be given in writing by the Property Manager to the proprietors as appearing in the Valuation Roll or in the Property Manager's records current at the time and such notice shall be given not less than seven days prior to the date of the meeting.

2. At such meeting:- (i) Any proprietor or proprietors may be represented by any other person as his or their mandatory appointed by written mandate to attend, vote and act on behalf of the proprietor granting the mandate; (ii) The proprietors of one half or more of the flatted dwellinghouses within the development shall be a quorum; (iii) The Chairman shall be appointed by the proprietors who are present or represented by a mandatory; and (iv) All matters shall be determined, where necessary, by a simple majority of votes of the proprietors or their mandatories present and voting, one vote being exercisable in respect of each dwellinghouse.

3. At any such meeting, it shall be competent by a simple majority of the votes as determined in Sub-clause 2(iv) hereof:- (a) To order to be executed any works of repair or maintenance and any renewals and also any improvements to the common parts or part thereof; (b) To make any regulations which may be considered necessary or desirable for the preservation, use, cleaning and enjoyment of the common parts or part thereof; and (c) to appoint the Property Manager and determine his remuneration and the terms and conditions of his

appointment and to delegate to him the whole rights and powers exercisable by the proprietors in accordance with the provisions of this deed; (d) and subject to the provisions of clause NINTH hereof which shall take precedence over the operation and exercise of the powers conferred on the proprietors in terms of this sub-clause to terminate the appointment of the Property Manager; 4. Subject to the proviso of Sub-clause 2 hereof all decisions and regulations made at any such meeting shall be binding upon each and all of the proprietors whether or not present in person or represented at such meeting and whether or not consents thereto, unless any of the proprietors shall within fourteen days of the making of any such decision the regulations refer the matter to arbitration. TWELFTH Cyclical Maintenance Fund Each proprietor shall pay to the Property Manager, within fourteen days from the commencement of such period such reasonable sum as the Property Manager shall determine from time to time as the contribution to the Cyclical Maintenance Fund which is referable to his individual flatted dwellinghouse for the period in question under declaration that (One) the Cyclical Maintenance Fund shall be held in trust for the proprietors and the Property Manager shall maintain and operate an appropriately designated separate interest bearing bank account specifically for the purpose of intromitting with the Cyclical Maintenance Fund and (Two) Cyclical Maintenance shall mean planned inspections and repairs and renewals following from those plant inspections on an annual or otherwise programmed basis (as determined by the Property Manager acting reasonably) and shall include redecoration of the Common Parts. The Property Manager shall review annually the level of payment made by the proprietors in relation to the Cyclical Maintenance Fund and shall have sole power and authority to adjust the amount payable by the proprietors (in either an upward or downward direction) by that percentage appropriate to the Property with reference to the building costs maintenance index published for that year by the Royal Institution of Chartered Surveyors or such other equivalent index/indices as shall from time to time be published. Contributions made by proprietors to the Cyclical Maintenance Fund shall not be refundable. The Property Manager shall, on request issue a Certificate to a proprietor detailing the balance of the Cyclical Maintenance Fund which is at that time referable to his flatted dwellinghouse and confirming the estimated expenditure on Cyclical Maintenance prior to the next occasion upon which further contributions will be sought from the proprietors to the Cyclical Maintenance Fund. As soon as reasonably practicable after the end of each quarterly accounting period, the Property Manager shall prepare a Statement of the Common Charges incurred in respect of that quarterly (as appropriate) period and shall furnish a copy thereof to each of the proprietors. Each proprietor shall make payment to the Property Manager of the proportion of the Common Charges and the contribution to the Cyclical Maintenance Fund which shall be payable in respect of his flatted dwellinghouse and that within fourteen days after receipt from the Property Manager of the Statement of Common Charges and Cyclical Maintenance Fund payable for said period of account, and the Certificate of the Property Manager as to any sum outstanding shall, subject as aftermentioned, be binding on the proprietor. The Property Manager shall have power to sue for and recover by legal process the amount of any sums due and payable in terms of this deed which has not been paid, together with interest thereon as hereinafter provided and the whole expense of judicial and/or extra judicial incurred in such recovery. In the event that the Property Manager is unable to recover after due process of law, the share of any proprietor as determined herein, the remaining proprietors shall contribute pro rata to the Property Manager the share of such defaulting proprietor. THIRTEENTH Reserved Rights (a) There are reserved to the Developers and those Proprietors of Flatted

Dwellinghouses erected on the Development having right thereto or served thereby power to use all rights of way, accesses, car parking areas, amenity ground and all other areas forming part of the Development and all drains, pipes, cables, services and servitudes with power and liberty to us and our successors as Developers to make connections or to grant to the Proprietors of any Plot, Local Authority, Statutory Undertaker or any other party power and liberty to lay or to make connections with drains, sewers, electric, telephone or television cables, gas and water mains, together with all necessary rights of access including, without prejudice to the generality access for the purpose of inspection, repair or renewal thereof subject always to an obligation to restore the surface of the ground damaged thereby. For the avoidance of doubt, it is declared that we shall have power to exercise these and all other rights herein reserved in favour of us and our successors after all Plots have been disposed. (b) There are reserved to the Developers (one) all rights of access which may be necessary to complete building and other work and also to plant any trees or shrubs which may form part of the amenity scheme, (two) power to grant rights of access and egress and other servitudes or wayleaves over any of the roads or footpaths or parts held in common by the Proprietors of Flatted Dwellinghouses or any of them. Without prejudice to said generality, there is reserved to the Developers and their successors as Proprietors of Flatted Dwellinghouses on the rest of the Development a heritable and irredeemable servitude right of access over the Common Area with full power to allocate to any Proprietor or Proprietors the exclusive right to use a parking space notwithstanding that rights of common property therein may already have been granted to other Proprietors. (c) Where the Proprietor of any Flatted Dwellinghouse is entitled or obliged to maintain any part whether solely or in common with others, he and his duly authorised tradesmen and others shall have all necessary rights of access whenever reasonably required for the purpose of inspecting, maintaining and renewing the same, subject always to making good damage caused thereby. (d) Without prejudice to the foresaid generality, all garden ground conveyed exclusively with any Plot shall be subject to a heritable and irredeemable servitude right of access in favour of the immediate adjoining Proprietor when reasonably required for the purpose of inspection, maintenance and repair of the adjoining subjects, subject always to making good any damage caused thereby. FOURTEENTH Title Any Proprietor shall be bound, when called upon by the Developers to do so, to produce his title including all deeds within the period of prescription and the original disposition granted by us free of charge to the Developers. FIFTEENTH Arbitration All questions, differences and disputes which may arise among the Proprietors or any of them regarding (1) their rights and interests in the Development or any part thereof, (2) the necessity for executing any works, whether common or not, or the liability for the cost thereof, (3) the reasonableness or expediency of any order, regulation, decision, determination or appointment made at any meeting of the Proprietors convened and held as aforesaid and (4) all other questions so far as depending upon or otherwise arising out of or in respect of these presents in any manner of way shall be referred to the amicable decision of the Sheriff Principal of Glasgow and Strathkelvin Sheriff Court or any of the Sheriffs at Glasgow Sheriff Court or any other suitable person appointed by the said Sheriff Principal or any of said Sheriffs as Arbiter, and whatever the said Arbiter shall determine shall be final and binding in all matters of law as well as of fact upon all concerned and the Proprietors concerned shall be bound to implement and fulfil to each other the decisions, findings and decrees of the said Arbiter, with power to the said Arbiter to take skilled advice and order execution or performance of works and to apportion the cost thereof among the said Proprietors, to vary or annul any such order,

regulation, decision, determination or appointment and to find all or any of them liable in the expenses of the arbitration and to decern accordingly. The application of Section 3 of the Administration of Justice (Scotland) Act 1972 is expressly excluded. SIXTEENTH Deviations Ius Quaesitum Tertio There is reserved to the Developers full power to alter or even to depart entirely from the plan or plans of and to deal with the Development or any part thereof and the development thereof as may be required by the Developers from time to time including alterations in types of Plot, Dwellinghouses, the layout, breadths, levels, gradients and the materials used for the construction of buildings, roads, footpaths, drains, sewers and others, and as regards the whole or any part of the Development to waive, alter, modify or dispense with observance of any conditions, restrictions and others herein set forth and in the event of such waiver, alteration or deviation by the Developers, no Proprietor shall have a right to object thereto or have any claim in respect thereof. Note: The foregoing Deed of Conditions contains a declaration that Section 17 of the Land Registration (Scotland) Act 1979 is not to apply. The conditions contained in the said Deed of conditions have been made real by being imported by reference in a conveyance of the subjects in this Title.

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