

## DEED OF CONDITIONS

WE, GRANTON HOMES LIMITED, incorporated under the Companies Acts (Registered Number SC477370) and having our registered office at care of George & Co, 5 Melville Crescent, Edinburgh EH3 7AJ, registered proprietors of the Development, hereby provide as follows:

### PART 1: INTERPRETATION

In this deed –

‘Block’ means the building known as Kingsmeadows House, Peebles comprising 12 flats over four floors shown shaded grey and green on the Plan;

‘Block Common Parts’ has the meaning given in rule 16.1;

‘Boiler Room’ means that building housing the communal heating system boiler including water pumps and ancillary equipment, and mains electrical switchboard shown shaded blue on the Plan;

‘Common Parts’ means the Block Common Parts and the Development Common Parts;

‘Development’ means ALL and WHOLE the subjects at Kingsmeadows, Peebles shown outlined in blue on the Plan being PART and PORTION of the subjects registered in the Land Register of Scotland under Title Number PBL5914;

‘Development Common Parts’ means the Development under exception of (a) the Block and (b) the Flat 2 Garden; Together with (i) (by way of inclusion and not exception) generally any item, feature or part used by the proprietors in common within the Development including the Boiler Room and equipment therein, any other outbuildings, all service media located therein, and any boundary walls or fences or features and (ii) notwithstanding such are outwith the Development, the Septic Tank and the pipes within the Pipe Route and any soakaway or piping leading from the Septic Tank;

‘Disabled Parking Bay’ means any Parking Bay reserved for use by the disabled, and marked or identified as such;

‘Flat 2 Garden’ means that area transferred or to be transferred to Flat 2 Kingsmeadows House, Peebles EH45 9HR shown shaded red on the Plan;

‘flat’ means any of the 12 flatted dwellinghouses within the Block;

‘Larger Property’ means the subjects registered in the Land Register of Scotland under Title Number PBL5914 under exception of the Development;

'neighbour consent', in relation to any flat, means the written consent of the proprietor of any flat with which it shares a common boundary (including a horizontal boundary); except that where The Developer owns any flat in the Development it means the written consent of The Developer;

'Overarching Deed of Conditions' means the Deed of Conditions by the Developer registered in the Land Register of Scotland under Title Number PBL5914 on 29 January 2016;

'Parking Bay' means any parking space or bay delineated by white lines on the ground within the Parking Courtyard;

'Parking Courtyard' means the private parking courtyard (which includes individual Parking Bays) and any access thereto shown hatched brown on the Plan;

"Pipe Route" means the route to the Septic Tank marked with a broken black line on the Plan;

'Plan' means the plan annexed and executed as relative hereto;

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

'roof void' means the attic space outwith the two flats on the top / second floor;

"Septic Tank" means that underground tank and soakaway which is so named and depicted by "O" on the Plan;

'Shares of Liabilities' means the liability of each of the flats for shares of costs, expenses or others in accordance with the following proportions, namely;

Flat Number / Postal Address (within Kingsmeadows House, Kingsmeadows Road, Peebles EH45 9HR)	Share (%)
1	9.6
2	9.6
3	7.2
4	8.4
5	8.4
6	8.4
7	8.4
8	8.8
9	8.4

10	8.4
11	7.2
12	7.2

'Store' means any of the 12 storage areas located in the lower ground floor of the Block;

'Successor Developer' means in substitution for the said Granton Homes Limited, any other developer to whom they convey the Development or any part;

'The Developer' means the said Granton Homes Limited and any Successor Developer.

'Water Pump Room' means that room forming part of the Block on the ground floor thereof housing that water pump and related equipment shown shaded green on the Plan;

## **PART 2: COMMUNITY BURDENS**

### **A. LEGAL STATUS OF THE RULES**

#### **Rule 1 – status of rules and date of creation**

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

- (a) community burdens (in which the community is the Development), and
- (b) real burdens in favour of any flat of which The Developer is the Proprietor;

but rule 24 is a manager burden (only).

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

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

#### **Rule 2 – variation and discharge**

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

- (a) in respect of the whole Development or any part of the Development, and
- (b) to the extent that the rule is a community burden.

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

- (a) by or on behalf of the owners of at least 9 flats in the Development, or
- (b) by the factor.

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

## B. THE FLATS

### Rule 3 – restrictions on building

3.1 No building (whether permanent, temporary, or portable) can be erected within the Development other than the Block and ancillary buildings erected by the Developer.

3.2 No building once erected by the Developer can be enlarged, externally altered reconstructed or re-built without neighbour consent.

3.4 Any Store shall be neither owned nor used separately from the flat to which it relates. All Stores shall remain with the flat to which they were originally allocated.

3.5 There shall be no storage in any Store or within any flat of any dangerous, flammable, explosive or otherwise hazardous material.

3.6 Without prejudice to the foregoing it is accepted that there may be constructed on the Flat 2 Garden a conservatory or contemporary glass structure provided such is accessed directly from Flat 2, is no taller than the ceiling height of Flat 2, does not exceed half of the Flat 2 Garden surface area, and has all necessary local authority and other consents.

3.7 The Flat 2 Garden shall be used and owned only by the proprietor of Flat 2. The Flat 2 Garden shall not be conveyed or transferred or leased other than with Flat 2 and vice versa. The Flat 2 proprietor shall maintain the Flat 2 garden as well as any structure referred to in Rule 3.6 in a neat and tidy condition, and as the case may be, in good order and repair.

#### **Rule 4 – Flats**

- 4.1** Any flat is to be used as a private dwellinghouse only, and may not be used, even in an ancillary capacity, for any trade, business or profession.
- 4.2** The flat must not be subdivided or occupied by more than one family at a time. There shall be no multiple occupancy.
- 4.3** Window boxes, flower pots or containers must not be placed on any external window ledge, balcony or on the roof.
- 4.4** No change to the colour of the external paintwork of any part of the Development including any boundary wall or fence can be made except as a matter of common maintenance under rule 20 and subject to the prior grant of all necessary local authority and other permissions.
- 4.5** No change to the colour of the external paintwork or decoration or alteration to the external appearance of any part of the Development or the Block or any part of the Block can be made except as a matter of common maintenance under rule 20 and subject to the prior grant of all necessary local authority and other permissions.
- 4.6** No change to the outward appearance of the flats, or the Block Common Parts can be made except as a matter of common maintenance under rule 20 and subject to the prior grant of all necessary local authority and other permissions.
- 4.7** All stairwells, landings and halls within the Block must be kept clear and free and shall not be used for play, recreation or storage. Without prejudice to that generality no bicycles shall be kept in any of the common or public areas.
- 4.8** No satellite dishes or other television or communication facilities are to be erected on the Block (with the exception of any communal facility installed by the Developer) nor on any ancillary building.
- 4.9** Any fire or smoke sensors and any related connections or wiring within any flat shall be deemed part of the common fire protection system and shall be maintained as part thereof. No work shall be undertaken to such sensors other than by a properly qualified engineer as part of common maintenance.

#### **Rule 5 – the garden grounds**

- 5.1** Except insofar as occupied by –
  - (a) the Block (including Water Pump Room);

- (b) the Flat 2 Garden;
- (c) the Boiler Room;
- (d) the Parking Courtyard;
- (e) existing paths and paved areas, including the surfaced rear courtyard;

the Development is to be laid out and used as ornamental or garden ground.

- 5.2** Only grass, flowers and shrubs can be grown in the garden.
- 5.3** No tree or hedge within the Development can be cut down.
- 5.4** The ornamental or garden grounds must be maintained in a neat and tidy condition.
- 5.5** All paths, driveways, the Parking Courtyard (other than individual Parking Bays) and other Common Parts must be kept free from obstruction (including stationary vehicles and other items).

#### **Rule 6 – further restrictions on use of any flat**

- 6.1** The restrictions in this clause affect each flat within the Development.
- 6.2** No trade, business or profession can be carried on within the Development including in or from any flat (including the sale, making or manufacture of any beer, wine or liquors).
- 6.3** No board, card, plate or advertising notice of any kind can be placed on the flat without neighbour consent.
- 6.4** Rule 6.3 does not apply to –
  - (a) a board or notice in relation to the sale of the flat
  - (b) a maximum of two small plates on a flat door showing the name of the owner or number of the flat.
- 6.5** No caravan, boat, trailer or commercial vehicle can be parked within the Development.
- 6.6** There must not be kept within the Development (including any flat) –
  - (a) any poultry, ducks, pigeons, bees or other livestock, or
  - (b) any other animal which is a nuisance to adjoining proprietors.

And a proprietor must not breed any animals within the Development (including any flat).

- 6.7 The roof void of the Block shall not be used to store anything and the hatch or hatches, whether located in a flat, stairwell or elsewhere, giving access thereto shall be kept clear and free of obstruction at all times.
- 6.8 All individual flat windows shall be regularly cleaned.

### **Rule 7 – maintenance**

- 7.1 The proprietor of a flat must –
  - (a) maintain the flat (and any related Store) in a good state of repair and decoration;
  - (b) ensure that no damage occurs which might affect any other flat or the Block or create a nuisance to other proprietors.
- 7.2 In the event of a proprietor failing to adhere to rule 7.1 any maintenance or other works in so far as relating to the external appearance may be carried out by The Developer or the factor with a right of reimbursement for expenses against the proprietor.
- 7.3 The proprietors of the flats shall arrange every 10 years for the internal Block Common Parts and every 5 years for the external Block Common Parts (including, as appropriate all woodwork, metalwork or other render) to be painted, stained, grained, oiled or varnished as may be necessary.

### **Rule 8 – insurance**

- 8.1 The proprietor of each flat shall be bound to concur with the proprietors of the other flats in the Block in keeping the flat (to include any Store effeiring thereto) and the Common Parts and other common subjects constantly insured by Common Insurance Policies with a well established Insurance Company against all risks normally covered by a Comprehensive Householders Insurance Policy for full reinstatement value or against such other or additional risks as may from time to time be fixed at a meeting of the proprietors held as provided for in rule 20.
- 8.2 The proprietors of the flats in the Block shall be liable for payment of the annual premiums of the said Common Insurance policies in accordance with the proportions set out in the Shares of Liabilities and each proprietor is liable accordingly.
- 8.3 In the event that any proprietor uses the flat for any purpose which shall occasion an increase in rate of fire or other insurance premium for the insured subjects and

the contents thereof or increase the cover of the flat and thereby increasing the insurance premium for the insured subjects the proprietor or proprietors so causing such increase or increases shall be bound to pay the whole of such increase or increases in the insurance premium for the insured subjects and to relieve the remainder of the proprietors thereof;

- 8.4 In the event of the insured subjects or any part thereof being destroyed or damaged by fire or other of the risks covered by the insurance the whole sum received from the Insurance Company or so much thereof as may be necessary shall be expended in re-erecting or restoring the insured subjects or repairing the damage done and the insured subjects shall be re-erected, restored or repaired to confirm as far as practicable with the previous design and dimensions;
- 8.5 In the event of the cost of any such re-erection, restoration or repairs exceeding the sum recovered from the Insurance Company and further sum required to meet the said cost shall be paid by the proprietors in the respective proportions specified and shall be recoverable if necessary by an action at the instance of any one or more of the proprietors or of the factor each and all of whom shall have the authority to sue for and to recover all such proportions so far as unpaid for and on behalf of all persons having such an interest in the re-erection, restoration or repair of the insured subjects or any part thereof; And in the event of the sum recovered from the Insurance Company exceeding the cost of the re-erection, restoration or repair any surplus shall be divided among the proprietors as at the date of the loss in the like proportions;

#### **Rule 9 – boundary walls and fences**

- 9.1 Any walls fences or hedges bounding or within the Development shall be maintained by all proprietors as common in a good state of repair.

#### **Rule 10 - Septic Tank**

- 10.1 The cost of maintenance, upkeep, repair, replacement, reinstatement and renewal of the Septic Tank and pipes within the Pipe Route will be shared among the owners for the time being of the flats in the Development in accordance with the Shares of Liabilities and each proprietor is liable accordingly.

#### **Rule 11 not used**

#### **Rule 12 - Parking**

- 12.1 The flat Proprietors shall be responsible (as with any other Development Common Part) for the costs of maintenance and renewal, replacement and reinstatement of the Parking Courtyard in accordance with the proportions set out in the Shares of Liabilities and each proprietor is liable accordingly. The said maintenance may

be carried out on the instructions of either the Developer prior to the sale of the last flat in the Development or by the factor with a right of reimbursement from the relevant Proprietors.

12.2 Any Disabled Parking Bay shall be used only by disabled persons.

Parking is on a first come first served basis.

Parking shall only be permitted within a Parking Bay.

Any vehicle parked must be roadworthy and compliant with any prevailing regulations for vehicles on or using the public highway (including road tax and MOT).

### **Rule 13 – service strips**

**13.1** This rule applies to any service strip within the Development.

**13.2** A ‘service strip’ means an area or conduit normally two metres or thereby in width under or through which mains, pipes, drains, sewers, cables and wires are lead.

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

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

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

**13.6** Any existing block paviors must be left undisturbed except for essential repairs or replacement.

**13.7** Nothing must be done which would be likely to –

- (a) damage any pipes, ducts, cables or other apparatus within the service strip
- (b) make access to such apparatus more difficult or expensive, or
- (c) alter the surface level of the service strip.

### **Rule 14 – sight-lines and visibility splays**

**14.1** This rule applies to any sight-line or visibility splay within the Development.

**14.2** Nothing can be planted or allowed to grow (other than grass seeding or turf) which would prejudice the line of sight or visibility of any road user.

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

#### **Rule 15 –wayleaves**

**15.1** This rule applies to any wayleave within the Development.

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

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

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

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

#### **16 Block Common Parts and Development Common Parts ('Common Parts').**

**16.1** In this deed ‘Block Common Parts’ means:-

- (a) the solum on which the Block is erected
- (b) the foundations, outside walls, load bearing walls and structural parts of the Block, entrance features or canopies, ornamental features (stone or otherwise), steps leading to, or located within, the Block, any bin stores located within the Block, and the roof and roof void (excluding for the avoidance of any doubt the airspace occupied by any of the top floor flats) including the hatchways in the stairwells giving access thereto,
- (c) any common halls, passages, landings or entrances (including carpets /floorcoverings of each), and any external stairway
- (d) any communal satellite, digital or other television aerial equipment and cabling, and the fire communal fire protection / alarm system, and all paneling, wiring and equipment relating thereto (including any sensors and relating cabling notwithstanding such are located within any flat)
- (e) the sewers, drains, gas and main water supply pipes, electricity mains and cables, rhones, conductors, gutters, water tanks and cisterns, water pumps, ducts and ventilating and waste pipes;
- (f) the communal heating system and the radiators, pipes, and pumps thereof
- (g) the Water Pump Room and equipment therein

And specifically includes the following:

- (a) all stairwells, lobby, close and steps
- (b) internal and external doors located within any stairwell (excluding the individual entrance door to any flat)
- (c) common passages and halls and the walls enclosing same
- (d) utility or supply cupboards or stores and service ducts
- (e) any common door entry system (but excluding the handset and controls located within any flat)
- (f) windows located within a stairwell
- (g) the internal lighting and any common heating system, the internal exposed surface finishes of the floors, walls, ceilings and supporting columns therein including any carpeting.

And generally all other parts of the Block common to, or used in common by, the proprietors of the flats within the Block.

BUT specifically excludes the flats and the Stores

- 16.4 The proprietors of the flats within the Block are responsible for the costs of upkeep, maintenance, replacement, reinstatement and renewal of the Common Parts (namely the Block Common Parts and the Development Common Parts) including as provided in terms of Rule 21 hereof, in accordance with the proportions set out in the Shares of Liabilities and each proprietor is liable accordingly.
- 16.5 The said maintenance may be carried out on the instructions of either the Developer prior to the sale of the last flat on the Development or by the factor with a right of reimbursement against each flat Proprietor.
- 16.6 The costs of such upkeep, maintenance, replacement, reinstatement and renewal shall include all utility, energy or power costs associated therewith, including electricity.

### **Rule 17 – decision-making by meeting**

- 17.1 Except where rule 24 applies, the proprietors may make decisions in respect of the matters specified in rule 20 at any meeting called in accordance with this rule.
- 17.2 A meeting may be called by –
  - (a) the proprietors of any 3 of the flats within the Block
  - (b) the factor

and may be held at such reasonably convenient time and place (but excepting weekends and public holidays) as they or he may determine.

**17.3** A meeting is called by sending to each flat proprietor, not later than seven days before the day fixed for the meeting, a notice stating –

- (a) the date and time fixed for the meeting and the place where it is to be held, and
- (b) the business to be transacted at the meeting.

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

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

### **Rule 18 – conduct of meeting**

**18.1** A meeting is not to begin unless there is present or represented a quorum, that is to say, the proprietors of any 7 flats.

**18.2** If there is still no quorum thirty minutes after the time fixed for the meeting then –

- (a) the meeting is to be postponed until such date (being not less than seven nor more than twenty-eight days later) as may be specified by the factor (or, if the factor is not present, by a majority of the proprietors present or represented), and
- (b) the factor (or any proprietor) is to send to each flat proprietor a notice stating the date and time fixed for the postponed meeting and the place where it is to be held.

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

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

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

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

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

**Rule 19 – voting**

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

**19.2** If a flat is held by two or more persons, the vote allocated to that flat may be exercised by either (or any) of them; but if these persons disagree as to how the vote should be cast then no vote is to be counted for that flat.

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

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

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

**Rule 20 – matters on which decisions may be made**

**20.1** At a meeting the proprietors may decide –

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

- (j) to nominate a person to collect, on behalf of the proprietors, the maintenance charge or the initial deposit; and
- (k) to contract all service and utility providers;
- (l) to fix the amount of insurance cover quoad the Block / Common Parts;
- (m) to modify or revoke any previous decision.

**20.2** A factor shall be entitled to instruct and have executed said works considered necessary for the interim protection or safety of the Block or any Common Part or of any person without a meeting having to be called.

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

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

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

### **Rule 21 – liability for costs**

**21.1** Maintenance and other costs (including any lighting costs) arising out of a binding decision on a matter specified in rule 20 are shared among the flats within the Block in accordance with the proportions set out in the Shares of Liabilities, and each proprietor is liable accordingly.

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

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

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

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

### **Rule 22 – Flats - annual maintenance charge**

**22.1** Each flat Proprietor must pay to the factor (or to a person nominated for that purpose) the maintenance charge fixed in relation to the Common Parts in accordance with rule 20.1(h) payable quarterly or as directed by the factor.

**22.2** The maintenance charge is a payment in respect of a flat Proprietor's liability under rule 21.

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

**22.4** If requested to do so by any flat Proprietor in writing, the factor must within two months of the eleventh November make available –

- (a) at a meeting of the flat Proprietors or
- (b) if the flat Proprietor so requests, at the factor's place of business

a full and vouched statement of account of his intromissions in respect of the period of twelve months ending on the eleventh November.

**22.5** All sums held by the factor in respect of the Common Parts or Block (whether by virtue of this or any other rule) are held by him in trust for the relevant Proprietors.

#### **Rule 23 – initial deposit**

**23.1** On taking entry to a flat, a Proprietor must pay to –

- (a) the factor
- (b) a person nominated for that purpose, or
- (c) in a case where rule 24 applies, The Developer

an initial deposit.

**23.2** The initial deposit (in addition to the sum or sums payable in terms of the Overarching Deed of Conditions) is £350 or such other sum as may be fixed in accordance with rule 20.1(i).

**23.3** On ceasing to be proprietor of a flat a person is entitled to repayment of the initial deposit –

- (a) without interest, and
- (b) under deduction of any sums due by that person under rule 21;

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

#### **Rule 24 – decision-making by The Developer**

**24.1** This rule creates a manager burden in favour of The Developer and applies –

- (a) for the period of five years beginning with the date on which this deed is registered;
- (b) for the period during which The Developer is proprietor of at least one flat;

whichever is the shorter.

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

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

## **E: THE DEVELOPMENT**

### **Rule 25 – restrictions on building**

No buildings can be erected on the Development save the Block, and ancillary buildings, or any other building constructed by the Developer.

### **Rule 26 – roads and vehicles**

- 26.1** No motor vehicles can be parked on any part of the Development other than a Parking Bay.
- 26.2** No caravan, boat, trailer or commercial vehicle can be parked within the Development.
- 26.3** All roads, paths and footways must be kept free from obstruction.
- 26.4** No part of the Development shall be used for the bleaching or drying of clothes except a designated drying area.

### **Rule 27 – dogs**

**27.1** No dog is permitted on the Development unless it is –

- (a) kept on a lead, and

- (b) accompanied by a responsible person.

**27.2** Dogs must not be allowed to foul any part of the Development.

## **PART 3: SERVITUDES**

### **A. Community servitudes**

#### *Benefited and burdened properties*

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

#### *Use of roads*

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

#### *Access for repairs*

**A.3** For the purpose of inspecting, cleaning, repairing, replacing, reinstating and renewing –

- (a) any building, wall, fence or other structure relating to any flat, or
- (b) the drains, sewers, electric cables, gas and water mains, and other pipes, cables and enclosed units serving any flat, or
- (c) any communal satellite, digital or other television aerial and equipment serving any flat

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

**A.4** This right includes a right of access over or to the roof of the Block and any other Block Common Part, or any Common Part and a right of access in for the factor or their tradesmen for the purposes of cleaning windows.

**A.5** But the right may be exercised only where –

- (a) it is reasonably necessary for the purpose in question, and
- (b) reasonable notice has been given (except in the case of emergency).

### **B. Septic Tank Servitude - Larger Property**

**B.1** The rights in this clause (the Servitude Rights) are imposed as servitudes on the Larger Property (the Burdened Property for these purposes) in favour of the

Development and in favour of each flat (the Benefited Properties for these purposes):-

- (i) A servitude right to use the Septic Tank namely a servitude right to discharge domestic foul waste to the Septic Tank by way of the pipe along the Pipe Route.
- (ii) A servitude right of access over the Larger Property to the Septic Tank and Pipe Route for the purpose of laying, inspecting, repairing, maintaining, renewing, reinstating and replacing the Septic Tank and the pipe along the Pipe Route, subject to giving to the owner for the time being of the Larger Property at least 14 days written notice (except in the case of emergency).

**B.2** The Servitude Rights created by this clause are subject to the following Servitude Conditions:-

- 1. The owners for the time being of the Development will:-
  - 1.1 make good on demand all damage caused to the Larger Property by reason of the exercise of the Servitude Rights by the owners for the time being of the Development or their tenants, agents, employees, workmen and others authorised by them from time to time, to the reasonable satisfaction of the owner for the time being of the Larger Property;
  - 1.2 procure that the Servitude Rights are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to the owner for the time being of the Larger Property and their tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers; and
  - 1.3 indemnify the owner for the time being of the Larger Property in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the Servitude Rights.
- 2. The owners for the time being of the Development will at all times maintain at their sole expense the Septic Tank and pipes within the Pipe Route and any soakaway or piping leading from the Septic Tank in good and safe repair and condition and when necessary replace and renew such, all to the reasonable satisfaction of the owner for the time being of the Larger Property.
- 3. The owners for the time being of the Larger Property shall be entitled at any time to vary or alter the location of the Septic Tank and/or the Pipe Route within the Larger Property and in that event following such variation or relocation the owners for the time being of the Development (if so requested) will discharge the Servitude Rights in whole or in part.

**B.3** Reference is made to Rule 10.1 for the relevant real burden (namely among the owners for the time being of flats in the Development the cost of maintenance,

upkeep, repair, replacement, reinstatement and renewal of the Septic Tank and pipes within the Pipe Route will be shared in accordance with the Shares of Liabilities and each proprietor is liable accordingly).

### **C. Building servitudes**

#### *Benefited and burdened properties*

**C.1** The rights in this clause are imposed as servitudes on each flat in favour of the Development and in favour of any other flat.

#### *Access for construction*

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

**C.3** This includes a right –

- (a) to erect and dismantle scaffolding;
- (b) to move or remove part or parts of any wall or fence;
- (c) to intrude into the airspace of any flat or the Block.
- (d) to tie into and/or build against any Block Common Part.

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

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

**C.7** This right includes all necessary rights of access to and egress for the other flat.

### **D. Tie-in Rights - Larger Property**

**D.1** The rights in this clause are imposed as servitudes on the Development and on each flat (the Burdened Properties for these purposes) in favour of the Larger Property (the Benefited Property for these purposes), namely the right to tie into and / or build against and / or take support from any Common Part, where such abuts or shares a boundary with the Larger Property.

### **E. Manner of exercise of rights**

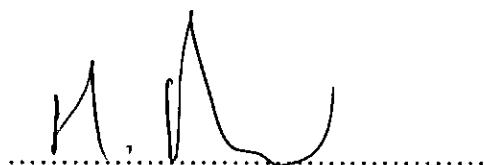
In the exercise of the rights conferred by this Part, disturbance and inconvenience must be kept to a minimum, and all damage must be made good.

## **F: RIGHTS IN FAVOUR OF STATUTORY UNDERTAKERS**

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

**F.2** There is hereby specially reserved a servitude right of wayleave in favour of the Developers, the relevant Local Authority bodies and their statutory successors, the relevant Water Authority, Scottish Power plc, British Gas, Transco, British Telecom and any other public utility or appropriate Local Authority and their successors and Agents and Contractors and any other persons or person interested therein for any line or lines of drains, field drains, sewers and ancillary structures, water mains and pipes, gas, electricity and telecommunications pipes and cables, telegraphic plant and other communication and all other pipes, lines and cables under, in, upon, over, along or across the Development as presently existing or which the Developers may at any time hereafter consider necessary or expedient for the drainage and service both of the Development and the Benefited Property along the presently existing routes thereof and by such route or routes as the Developers may consider reasonable and convenient ("service media") and to connect up to and link in with any such service media together with a right of access to all the said service media and the route or routes thereof whenever necessary in favour of the Developers or the said relevant Local Authority bodies, the relevant Water Authority, Scottish Power plc, British Gas, Transco, British Telecom and any other public utility or appropriate Local Authority and their successors, Agents and Contractors for the purpose of laying, inspecting, clearing, maintaining, repairing, replacing, reinstating or renewing the said service media the person or persons or Statutory Undertakers in terms of the relevant Statutory Enactments being bound to make good any damage occasioned by his or their operations; And without prejudice to the foregoing it is specifically provided that the factor shall have a right of access through any flat to the service media for the purpose of inspecting, clearing, maintaining, repairing, replacing, reinstating or renewing the said service media and all others and all other pipes, lines and cables or any of them;

F.3 The Development is burdened with heritable and irredeemable servitude rights of wayleave for the sewers presently lying within the Development and for such other sewers as may be installed within the Development, said sewers serving the Development and the Benefited Property: IN WITNESS WHEREOF THESE PRESENTS TOGETHER WITH THE PLAN ANNEXED ARE SUBSCRIBED FOR AND ON BEHALF OF GRANTON HOMES LIMITED BY ALAN EDWARD THOMAS MAWER DIRECTOR AT PEEBLES ON 2 MARCH 2016 IN THE PRESENCE OF KENNETH MARK MAWER (KNOWN TO MARK MAWER) OF 14 BALLANTYNE PLACE PEEBLES, WITNESS.



MARK MAWER: WITNESS

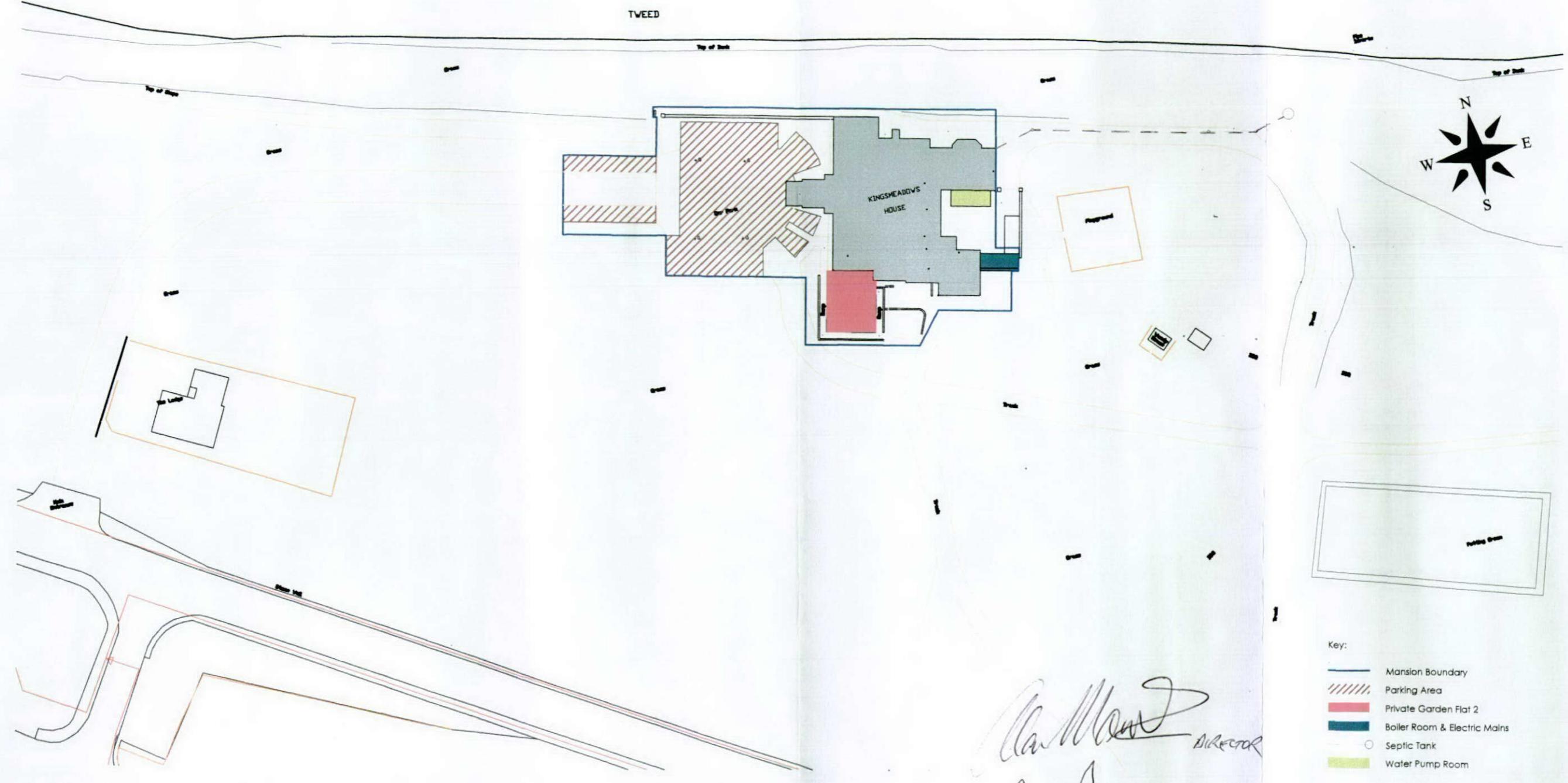
  
ALAN MAWER: DIRECTOR

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PEEBLES 2 MARCH 2016

THIS IS THE PLAN REFERRED TO IN THE  
FOLLOWING DEED OF CONDITIONS BY GRANTON  
HOMES LTD DATED OF EVEN DATE  
HEREWITH

0 15 30 45  
1:750 scale at A3 size



Key:

- Mansion Boundary
- Parking Area
- Private Garden Flat 2
- Boiler Room & Electric Mains
- Septic Tank
- Water Pump Room

**ZONE**  
ARCHITECTS

211 Granton Road | Edinburgh | EH5 1HD  
Tel 0131 551 1973 Fax 0131 551 3469

REV  
A- Hatchs updated, scale altered, Key added 01/02/2016  
B- Parking hatch edited 01/02/2016  
C-Drawing scale, hatch and drawing edits 02/02/2016  
D-Drawing scale, hatch and drawing edits 03/02/2016  
E-Septic tank added, key updated 15/02/2016  
F-Septic tank lines moved 15/02/2016  
G-Septic tank, Water Pump House and Key 16/02/2016  
H-Steps removed, linetypes updated 17/02/2016  
I-Linetypes updated 17/02/2016  
J-Outlines edited 22/02/2016  
K-Hatch updated and lines removed 29/02/2016

client	Granton Homes	drawing	Deed of Conditions-House	
project	Kingsmeadows, Peebles	scale	1:750 at A3	rev K
date	Jan 2015	number	329-027	

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