

DEED OF CONDITIONS
incorporating application of Development
Management Scheme
by
Granton Homes Limited

Subjects: Kingsmeadows, Peebles

DK2441930801

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 ("Granton") registered proprietors for the time being of the "Development" afterdefined CONSIDERING that we Granton have developed or will develop Kingsmeadows House and other lands within the Development and may in the future develop the Eastern Land, and the Western Land and it is desirable to define the rights, interests, obligations and liabilities of the proprietors of the Units in the Development THEREFORE WE GRANTON DECLARE and provide as follows:

1. Definitions

1.1 In this Deed, unless the context otherwise requires:

"Access Road (West)"	means the roadway shown shaded blue on the Plan part of the subjects registered in the Land Register of Scotland under Title Number PBL5914, or such alternative or varied route as may be formed by Granton or a Successor Developer in lieu thereof to serve inter alia Kingsmeadows House and the Western Land;
"Access Road (East)"	means the prospective roadway the anticipated route of which is shown coloured yellow on the Plan part of the subjects registered in the Land Register of Scotland under Title Number PBL5914, or such alternative route or varied route as may be formed by Granton or a Successor Developer in lieu thereof to serve inter alia any new development formed within the Development or on the Eastern Land;
"Act"	means the Title Conditions (Scotland) Act 2003;
"Advisory Committee"	means any such committee formed in pursuance of rule 15.1;
"Association"	means the owners' association of the development established under article 4 of the DMS Order;
"Consent"	means, in relation to any Unit within Kingsmeadows House the written consent of the Owner of any other Unit within Kingsmeadows House which is at some point within four metres of the Unit in question, in relation to any Unit within the New House means the written consent of the Owner of any other Unit within the New House which is at some point within four metres of the Unit in question, and in relation to the Lodge House means the consent of all Units in Kingsmeadows House. However, where Granton owns any Unit in the Development, it means Granton's Consent;
"Deed of Disapplication"	means a deed granted pursuant to section 73 of the Act;
"Deed of Servitude"	means any Deed of Servitude granted or to be granted by Granton in favour of the owners of the Lodge House;
"Deed of Variation"	means a deed of variation or discharge granted pursuant to article 7 or 8 of the DMS Order;
"Development"	means ALL and WHOLE that area of ground shown delineated in red on the Plan part of the lands known generally as Kingsmeadows, Kingsmeadows Road, Peebles forming PART and PORTION of the subjects registered in the Land Register of Scotland under Title Number PBL5914;

"Development Management Scheme"	means the scheme of rules for the management of land set out in Schedule 1 of the DMS Order, which rules, with permitted variations applicable to the Development are set out in Part 2 of the Schedule, and with such variations as may subsequently be made to that scheme;
"DMS Order"	means the Title Conditions (Scotland) Act 2003 (Development Management Scheme) Order 2009;
"Dwellinghouse"	means any Unit;
"Eastern Land"	means that area of ground shaded purple on the Plan forming part and portion of the subjects registered in the Land Register of Scotland under Title Number PBL5914 or any part thereof;
"Emergency Work"	means work which requires to be carried out to Scheme Property: (a) to prevent damage to any part of that or any other property; or (b) in the interests of health or safety, in circumstances in which it is necessary that the work be carried out as soon as possible;
"Entrance Area"	means that area of ground with any structures (including lighting) thereon shaded brown on the Plan or such alternative area or route as may be formed by Granton or a Successor Developer in lieu thereof;
"Entrance Features"	means the Entrance Area and Gates;
"Gardens"	means that area or those areas of ground shaded green on the Plan, and all features thereon;
"Gates"	means the gates at or within the Entrance Area with any relative motors, cabling, metering and other apparatus systems or parts thereof (whether such apparatus is located within or outwith the Entrance Area);
"Granton's Consent"	means the prior written consent of Granton;
"Lodge House"	means the house with relative grounds shaded salmon pink on the Plan;
"General Meeting"	means an annual or other general meeting of the Association;
"Infrastructure"	means the Access Road (West), the Access Road (East) and the Entrance Area;
"Kingsmeadows House"	means that building comprising or to comprise 12 flatted dwellinghouses with relative grounds and outbuildings outlined in blue on the Plan part of the subjects registered in the Land Register of Scotland under Title Number PBL5914;
"Manager"	means the organisation or person appointed in accordance with the provisions of Condition 4 of this Deed or Rule 7 of the Development Management Scheme;
"maintenance"	includes repairs, renewal, reinstatement or replacement, cleaning, painting and other routine works, gardening and the day to day running of property; but does not include demolition, alteration or improvement unless reasonably

	incidental to the maintenance;
"Member"	means a member of the Association in accordance with rule 2.3;
"New House"	means any development (flatted or otherwise) formed by Granton or a Successor Developer within the Development and served by the Access Road (East) and outlined in pink on the Plan part of the subjects registered in the Land Register of Scotland under Title Number PBL5914;
"Owner"	means the owner for the time being of any Unit and, where two or more persons own a Unit, includes both or all of them and any obligations hereby imposed on them in this Deed will bind them jointly and severally;
"Plan"	means the plan annexed and executed as relative hereto;
"Regulations"	means regulations made under rule 3.6;
"Reserve Fund"	means money held on behalf of the Association to meet the cost of long term maintenance, improvement or alteration of Scheme Property or to meet such other expenses of the Association as the Association may determine;
"Schedule"	means the schedule in 2 parts annexed and executed as relative to this Deed;
"Scheme Property"	<p>means, with respect to the Development:</p> <p>(i) the Gardens (subject always to the specific provisions herein relative thereto);</p> <p>(ii) all fencing, walls, railings, hedgerows and other boundary features within or bounding the Gardens or within or bounding the Development;</p> <p>(iii) the Service Media</p> <p>whether or not the foregoing are conveyed to and held by the Association, but Scheme Property:</p> <p>(a) shall include any parts of the Development that are so conveyed to and held by the Association from time to time.</p> <p>(b) shall not include any of the Infrastructure unless so conveyed to and held by the Association.</p>
"Service Charge"	means the contribution to Association funds payable in accordance with the Development Management Scheme (and includes any Additional Service Charge referred to in Rule 20 thereof);
"Service Media"	means all drains, sewers, pumping stations, channels, pipes, cables, wires, culverts, manholes, conduits and conducting media located or to be located in, over or under any part of the Development or which run from any part of the Development and connect into drains, sewers and others (with the exception of the Lodge House Septic Tank and any other services serving exclusively the Lodge House);
"Lodge House Septic Tank"	means the septic tank with related pipes and other apparatus serving the Lodge House marked 'septic tank' on the Plan with the relative pipework connection to the

	Lodge House shown by a broken black line on the Plan;
"Successor Developer"	means, in substitution for Granton, any other developer to whom Granton conveys any part of the Development or the Western Land or the Eastern Land;
"Unit"	means any of (a) the flatted dwellinghouses formed or to be formed within Kingsmeadows House; (b) the other dwellinghouses (flatted or otherwise) built within the Development, including those in the New House; (c) the Lodge House; and (d) any other property which is designed to be held in separate ownership;
"Western Land"	means that area of ground shaded pink on the Plan, forming part and portion of the subjects registered in the Land Register of Scotland under Title Number PBL5914 or any part thereof;

1.2 Interpretation and construction

Except to the extent that the context or the express provisions hereof otherwise requires, in this Deed of Conditions:

- 1.2.1 any reference to one gender includes all other genders;
- 1.2.2 words in the singular only include the plural and vice versa;
- 1.2.3 any reference to the whole is to be treated as including reference to any part of the whole;
- 1.2.4 any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assignees; words importing individuals include corporations and vice versa;
- 1.2.5 any references to this Deed or to any other document are references to this Deed or to that other document as varied, supplemented, assigned, novated or replaced (in each case other than in breach of the provisions of this Deed) from time to time;
- 1.2.6 any reference to a Condition, Rule, Schedule or Part of the Schedule is to the relevant Condition, Rule, Schedule or Part of the Schedule of or to this Deed;
- 1.2.7 any reference to a statute or statutory provision includes any subordinate legislation which is in force from time to time under that statute or statutory provision;
- 1.2.8 any reference to any statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment;
- 1.2.9 any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
- 1.2.10 a document will be duly executed only if it is executed in such manner as meets the requirements of Section 3 of the Requirements of Writing (Scotland) Act 1995;
- 1.2.11 references to writing or written do not include e-mail; and
- 1.2.12 any reference to funds being cleared means that the funds are immediately available for withdrawal from the holder's bank account.

1.3 Headings

The headings in this Deed are included for convenience only and are to be ignored in its construction.

KRM

12

1.4 Exercise of rights conferred by this Deed

Any rights conferred on an Owner or the Manager by this Deed may be validly exercised by any person duly authorised by such Owner or the Manager including its tenants, agents and tradesmen, but subject to any limitations or restrictions imposed upon such Owner or the Manager by this Deed.

2. Community Burdens

2.1 Real Burdens

2.1.1 The real burdens set out in Conditions 5,6,7,9,10 and 11 of this Deed are imposed on the Units in the Development as community burdens.

2.1.2 ☐ To the extent that Granton is the Owner of any Unit, the conditions set out in Conditions 5, 6, 7, 9, 10 and 11 are real burdens in favour of such Unit.

2.1.3 Condition 4 is a manager burden.

2.2 Variation and discharge of community burdens

A community burden may be varied or discharged by a deed of variation or discharge under Section 33 of the Title Conditions (Scotland) Act 2003 granted:

2.2.1 by or on behalf of the Owners of a majority of the Units, or

2.2.2 by the Manager, where the Manager is authorised to do so in accordance with Rule 16 of the Development Management Scheme.

3. Application of the Development Management Scheme

3.1 The Development Management Scheme will apply to the Development.

3.2 The Association to which the Development Management Scheme applies will be known as "The Kingsmeadows Owners' Association".

3.3 The first manager of the Association will be the person appointed in terms of Condition 4 of this Deed, and Rules 7.2 and 7.3 of the Development Management Scheme will be suspended until the expiry of the period referred to in Condition 4.2 of this Deed.

4. Manager Burden

4.1 The Development is subject to the manager burden in Condition 4.2 in favour of Granton.

4.2 Granton or anyone appointed by Granton for the purpose may:

4.2.1 act as the Manager of the Development;

4.2.2 appoint some other person to be such Manager;

4.2.3 dismiss any person appointed by virtue of Condition 4.2.2.

for 5 years from the date of registration of this Deed or until Granton no longer owns any Unit in the Development whichever is the shorter period.

4.3 Any Manager appointed under the power contained in this Condition will perform the duties imposed on the Manager by the Development Management Scheme.

4.4 Granton may assign the manager burden created in this Condition.

4.5 Upon expiry of the manager burden created in this Condition, appointment and dismissal of a Manager for the Association will take place in accordance with Rule 7 of the Development Management Scheme.

4.6 The Manager is an agent of the Association.

KMN 

13

5. The Lodge House


- 5.1 The Entrance Features will be maintained in good order and repair in accordance with the Deed of Servitude.
- 5.2 The Owner of the Lodge House shall be solely responsible for maintenance upkeep renewal and replacement as necessary of all service media serving the Lodge House, including the Lodge House Septic Tank.
- 5.3 The Owner of the Lodge House shall be solely responsible for the maintenance upkeep and renewal of all boundary fences walls hedges and others surrounding the Lodge House and shall maintain such in good order and repair at its sole expense.

6. The Gardens/The Access Road (East)/The Access Road (West) and the Entrance Features

- 6.1 The Gardens will be maintained in good order and tended, cultivated and planted as Granton and any Successor Developer shall decide.
- 6.2 The cost of maintenance and upkeep of the Gardens as aforesaid will be borne as follows:
 - 6.2.1 Prior to Completion of any development comprising the New House, the Owners of the Lodge House and the Owners of all Units in Kingsmeadows House will be liable equally therefor, with each such Owner responsible for one equal share per Unit owned.
 - 6.2.2 On or after Completion of any development comprising the New House, the Owners of the Lodge House, the Owners of all Units in Kingsmeadows House, and the Owners of all Units in the New House, will be liable equally therefor with each such Owner responsible for one equal share per Unit owned.

"Completion" for the purposes of this provision means the date of practical completion of the development comprising the New House.

- 6.3 No buildings shall be erected on the Gardens.
- 6.4 The Access Road (West) will be maintained in good order and repair (and as necessary replaced) at the equal expense of the Owners of all Units in Kingsmeadows House (with each Owner in Kingsmeadows House responsible for one equal share per Unit owned therein).
- 6.5 Access Road (East) will be maintained in good order and repair (and as necessary replaced) at the equal expense of the Owners of all Units in the New House (with each Owner in the New House responsible for one equal share per Unit owned therein).
- 6.6 The Entrance Features will be maintained in good order and repair in accordance with the Deed of Servitude, namely, the Owner of the Lodge House will be liable for a one-thirteenth share of the costs of maintenance and upkeep thereof. The Owners of the Units in Kingsmeadows House will be liable equally among them for the remaining twelve-thirteenth shares of the costs thereof (with each Owner in Kingsmeadows House responsible for one equal share per Unit owned therein).
- 6.7 In the event of development of the Western Land or the Eastern Land, Granton reserves the right and shall be free to adjust the share of liabilities appropriate to the Entrance Features, the Access Road (West) and Access Road (East) in any equitable manner, but shall not be entitled to increase the share on the Owners of the Units in Kingsmeadows House, the New House or the Lodge House.
- 6.8 The Owner of any Unit affected will quoad that Unit procure that any deed or document adjusting the share of liabilities in terms hereof is validly executed by all necessary parties, and will return to Granton such validly executed deed or document with any necessary land registration forms or authorisations to register, all within a reasonable time of presentation.

KMM 

14

7. Conveyances of Scheme Property

- 7.1 When Granton or a Successor Developer determines that the Scheme Property, or any part of it, or any part of the Development is ready to be transferred to the Association (so as then to form Scheme Property if not such already), Granton or a Successor Developer will on each such occasion convey free of any consideration the Scheme Property or such part or parts of it or such part of the Development as Granton or such Successor Developer in their absolute discretion may decide, to the Association.
- 7.2 Each conveyance in favour of the Association will include a taxative plan showing the extent of the Scheme Property or part of it or relevant part of the Development being conveyed.
- 7.3 The Association will be bound to accept such conveyances in their favour and will promptly register each conveyance in the Land Register of Scotland within 14 days of the date of delivery of each conveyance to the Association.
- 7.4 Granton or a Successor Developer will
- 7.4.1 meet their own costs of each conveyance including any legal costs, and
 - 7.4.2 make a contribution of not more than £500 towards any legal costs incurred by the Association in respect of each conveyance.
- 7.5 The Association will meet the dues of registration of each conveyance.

8. Servitudes

- 8.1 The servitudes set out in Part 1A of the Schedule are imposed on the Development subject to the servitude conditions set out in Part 1B of the Schedule.

9. Non Payment

- 9.1 Where an Owner is liable for any payment but that Owner's share cannot be recovered for some reason (including without prejudice to that generality, because the relevant Owner is bankrupt, insolvent, apparently insolvent, or in liquidation, administration, administrative receivership or receivership, or cannot be found), then that share must be paid by the other Owners who are liable for a share of the relevant liability or amount or sum (the unpaid share being divided equally among such other Owners), but then the non-paying Owner is liable to each of such other Owners for the amount of such share paid by each of them.

10. Amendments

For so long as they are the Owner of any part of the Development, and subject to Condition 6.2, Granton or, in substitution, a Successor Developer, is entitled to:

- 10.1 make whatever alterations or deviations Granton or, in substitution, a Successor Developer, considers proper on any part of the Development remaining in their ownership, or to the plans of those parts of the Development remaining in their ownership;
- 10.2 dispose of any part of the Development remaining in their ownership for such purposes as Granton or, in substitution, a Successor Developer, thinks fit; and
- 10.3 alter or modify in whole or in part the community burdens contained in this deed;

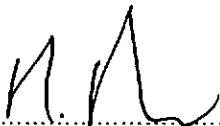
and if Granton or, in substitution, a Successor Developer, does so, no Owner will have any entitlement to object or make any claim, provided always that in exercising any of the rights contained in this condition Granton or, in substitution, a Successor Developer will have due regard for the amenity of the Development and the requirements of good estate management.

KTH 

15

11. Lands Tribunal applications

No application may be made to the Lands Tribunal for Scotland under sections 90(1)(a)(i) and 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the community burdens and servitudes created in this Deed for a period of five years after the date of registration of this Deed of Conditions in the Land Register of Scotland: IN WITNESS WHEREOF these presents together with the Schedule annexed are subscribed for and on behalf of Granton Homes Limited by Alan Edward Thomas Mawer, Director, at Peebles on 20 January 2016 in the presence of Kenneth Mark Mawer, 14 Ballantyne Place, Peebles EH45 8GA.



Witness



Alan Edward Thomas Mawer - Director

SCHEDULE

This is the Schedule referred to in the foregoing Deed of Conditions by Granton

Part 1A

Servitudes affecting the Development Etc

1. Utility Wayleaves and Reservation of Access Rights

- 1.1 The servitude rights in this Condition 1 are imposed on the Development in favour of each Unit.
- 1.2 Each Unit within the Development has:
- 1.2.1 a right to continue to use such drains, sewers, culverts, rainwater, soil, waste and water supply pipes, gas pipes, electric mains and other transmitters through the Development as are presently in situ serving the Units.
- 1.2.2 a right to lead and use such new drains, sewers, culverts, rainwater, soil, waste and water supply pipes, gas pipes, electric mains, telecommunications pipes and cables and other transmitters through the Development and any Unit or any part of it or them as may be necessary, together with
- (i) all necessary rights of access to them for cleaning, maintenance or repair of the same, and
- (ii) the right to restore or renew the same in the event of damage or destruction, subject only to making good all damage occasioned by the exercise of this right.
- 1.3 The foregoing reservation and rights of access will also operate in favour of all statutory undertakers and in particular:
- 1.3.1 access for installation, maintenance, repair, cleaning, renewal and replacement to the water mains and any sewers, drains, water pipes and others is reserved in favour of the relevant department of the local authority or other relevant utility provider;
- 1.3.2 access to any plant or equipment required in connection with telephone services is reserved in favour of the relevant telecommunications operator, and
- 1.3.3 access to gas and electric mains, cables, wires, pipes, governors and other conduits is reserved in favour of the relevant utility provider.

2. Oversailing Rights

- 2.1 The servitude rights in this Condition 2 are imposed on the Units and the Scheme Property in favour of the Development and the Eastern Land and the Western Land.
- 2.2 There is:
- 2.2.1 a right to locate and operate a tower crane or cranes on any part of the Development; and
- 2.2.2 a right to operate cherry pickers
- through the airspace above any Units or the Scheme Property for all purposes which may be necessary to complete the construction of the Development or the Eastern Land or the Western Land and other building work on any part thereof, and for cleaning windows and carrying out maintenance, repair and other work for such periods as may reasonably be required.



17

3. The Lodge House

- 3.1 The servitude rights in this Condition 3 are imposed on the Development in favour of the Lodge House.
- 3.2 The Lodge House has:
- 3.2.1 a right of access across the Entrance Area for pedestrian and vehicular traffic to and from the Lodge House in accordance with the Deed of Servitude.
 - 3.2.2 a right of pedestrian access over and pedestrian use only of the Access Road (West).
 - 3.2.3 a non-exclusive right to use the Gardens for leisure and recreation provided no nuisance is thereby created to owners of any of the Units in Kingsmeadows House or the New House.
 - 3.3.4 a right of pedestrian access over and pedestrian use only of all appropriate parts of the Scheme Property.

4. Access over Roads and Scheme Property - Kingsmeadows House

- 4.1 The servitude rights in this Condition 4 are imposed on the Development in favour of Kingsmeadows House and each Unit therein.
- 4.2 Kingsmeadows House and each Unit in Kingsmeadows House has:
- 4.2.1 a right of vehicular and pedestrian access to and egress from Kingsmeadows House over the Entrance Area and the Access Road (West), and a right of pedestrian access only over and pedestrian use only of the Access Road (East).
 - 4.2.2 a non-exclusive right to use the Gardens for leisure and recreation provided no nuisance is thereby created;
 - 4.2.3 a right of pedestrian access over and pedestrian use only of all appropriate parts of the Scheme Property.

5. Access over Roads and Scheme Property - the New House

- 5.1 The servitude rights in this Condition 5 are imposed on the Development in favour of the New House and each Unit therein.
- 5.2 The New House and each Unit in the New House has:
- 5.2.1 a right of vehicular and pedestrian access to and egress from the New House over the Access Road (East) and a right of pedestrian access only over and pedestrian use only of the Access Road (West) and the Entrance Area.
 - 5.2.2 a non-exclusive right to use the Gardens for leisure and recreation provided no nuisance is thereby created;
 - 5.2.3 a right of pedestrian access over and pedestrian use only of all appropriate parts of the Scheme Property.

6. Development Servitudes for the Development / Kingsmeadows House / Eastern Land / Western Land

6. Development Servitudes

For the purposes of this Condition:

- (i) the burdened property is the Development,
 - (ii) the Eastern Land, the Western Land, Kingsmeadows House and the New House (and the Units in each) each separately comprise benefited properties;
- 6.1 The following servitudes are imposed on the Development in favour of the Eastern Land, the Western Land, Kingsmeadows House and the New House:
- (i) a right to lead pipes, cables, wires or other enclosed units over or under the Development for sewage, electricity, gas, water, telecommunications and all other necessary purposes;
 - (ii) a right to install, construct and lay drains, sewers, electric cables, gas and water mains, telecommunications pipes and cables and other pipes, cables and enclosed units and to connect into such drains, sewers, electric cables, gas and water mains, and other pipes, cables and enclosed units as already exist or are yet to be installed, and
 - (iii) a right to carry out all necessary acts of inspection, maintenance and renewal in respect of such drains, sewers, electric cables, gas and water mains, telecommunications pipes and cables and other pipes, cables and enclosed units;
 - (iv) a right of access for pedestrian and vehicular traffic (including construction traffic) over the Access Road (West), the Access Road (East) and the Entrance Area;
 - (v) a right of access for pedestrian and vehicular traffic (including construction traffic) over all roads, footpaths, parking spaces and lanes within the Development, including a right to form, construct, re-design, and re-align the roads, footpaths, parking spaces and lanes.
- 6.2 The rights conferred by Condition 6.1 may be exercised in respect of any current or future development of the benefited property under this Condition.
- 6.3 Granton or a Successor Developer reserves the power to grant rights of access and egress and other servitudes or wayleaves over any of the roads or footpaths or Scheme Property.
- 6.4 The rights conferred by Condition 6.1 are extinguished in respect of any part of the Development when that part ceases to be owned by Granton or a Successor Developer

Part 1B

Servitude Conditions

In exercise of the servitudes set out in Schedule Part 1A, the owner of the Benefited Property will:-

1. make good all damage caused by reason of such exercise;
2. procure that the servitudes are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to the owner of the Burdened Property and their tenants or occupiers; and
3. indemnify the owner of the Burdened Property in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the servitudes.

KNM 

20

Part 2

Development Management Scheme

PART 2.1 - INTERPRETATION

Rule 1 - Interpretation

Definitions

In this Development Management Scheme, the definitions set out in Condition 1 of this Deed apply.

PART 2.2 - THE OWNERS' ASSOCIATION

Rule 2 – Establishment, Status etc.

2.1 Establishment

The Association is established on the day on which this scheme takes effect.

2.2 Status

The Association is a body corporate to be known as "The Kingsmeadows Owners' Association".

2.3 Members of the Association

The Members are the persons who, for the time being, are the Owners of the Units to which this scheme applies and has taken effect; and where two or more persons own a Unit both (or all) of them are members.

Granton is a Member of the Association for so long as it owns any Unit, or any part of the Development.

2.4 Address of Association

The address of the Association is that of:

- (a) the Development; and
 - (b) the Manager,
- or either of them.

Rule 3 – Function, Powers and Enforcement

3.1 Function of Association

The function of the Association is to manage the Development for the benefit of the Members.

3.2 Powers of the Association

The Association has, subject to rule 3.3, power to do anything necessary for or in connection with the carrying out of the function mentioned in rule 3.1 and in particular may:

- (a) own, or acquire ownership of, any part of the Development;
- (b) carry out maintenance, improvements or alterations to, or demolition of, the Scheme Property;
- (c) enter into a contract of insurance in respect of the Development or any part of it (and for that purpose the Association is deemed to have an insurable interest);
- (d) purchase, or otherwise acquire or obtain the use of, moveable property;
- (e) require Owners to contribute by way of Service Charge to Association funds;
- (f) open and maintain an account with any bank or building society;
- (g) invest any money held by the Association;
- (h) borrow money; or

KRM

21

- (i) engage employees or appoint agents.

3.3 Prohibited activities

The Association will not have power to:

- (a) acquire land outwith the Development;
- (b) carry on any trade whether or not for profit; or
- (c) make regulations other than in accordance with rule 3.6.

3.4 Scheme to be binding

This Development Management Scheme is binding on the Association, the Manager and the Members as are any Regulations which have taken effect; and a rule, or any such Regulation, in the form of an obligation to refrain from doing something is binding on:

- (a) a tenant of property affected by the rule or Regulation; or
- (b) any other person having the use of such property.

3.5 Enforcement of Development Management Scheme

The Association may enforce:

- (a) the provisions of this Development Management Scheme and any Regulations which have taken effect; and
- (b) any obligation owed by any person to the Association.

3.6 Regulations

The Association may, at a general meeting:

- (a) make Regulations as to the use of recreational facilities which are part of the Scheme Property; and
- (b) revoke or amend Regulations made under paragraph (a),

but any such Regulation, revocation or amendment takes effect only after a copy of it has been delivered or sent to each Member.

Rule 4 – The Manager

4.1 Association to have Manager

The Association is to have a Manager who, subject to:

- (a) the manager burden set out in Condition 4 of this Deed, and
- (b) any other provision of this Development Management Scheme,

is a person (whether or not a Member) appointed by the Association at a general meeting.

4.2 Power to remove Manager

Subject to the provisions of Condition 4.2.3 of this Deed, the Association may at a general meeting remove the Manager from office before the expiry of that person's term of office.

4.3 Validity of actings of Manager

Any actings of the Manager are valid notwithstanding any defect in that person's appointment.

4.4 Manager to be agent

The Manager is an agent of the Association.

4.5 Exercise of powers

Subject to this Development Management Scheme, any power conferred on the Association under or by virtue of this Development Management Scheme is exercisable by:

- (a) the Manager; or
- (b) the Association at a general meeting.

KNN 

22

4.6 Duties owed to Association and Members

Any duty imposed on the Manager under or by virtue of this Development Management Scheme is owed to the Association and to the Members.

4.7 Manager to comply with directions

The Manager must, in so far as it is reasonably practicable to do so, comply with any direction given by the Association at a general meeting regarding the exercise by the Manager of:

- (a) powers conferred; or
- (b) duties imposed,

on the Association or on the Manager.

4.8 Information about management

Any Member may require the Manager to allow that Member to inspect a copy of any document, other than any correspondence with another Member, which relates to the management of the Development; and if the document is in the Manager's possession, or it is reasonably practicable for the Manager to obtain a copy of it, the Manager must comply with the requirement.

4.9 Notice to Manager on sale etc. of Unit

Any Member who sells or otherwise disposes of a Unit must, before the date on which the person to whom the Unit is to be sold (or otherwise transferred) will be entitled to take entry, send a notice to the Manager stating, to the extent to which the information is known by that Member:

- (a) the entry date and the name and address of that person;
- (b) the name and address of the solicitor or other agent acting for that person in the acquisition of the Unit; and
- (c) an address at which the Member may be contacted after that date.

Rule 5 – Execution of Documents**5. Execution of documents by Association**

A document is signed by the Association if signed on behalf of the Association by:

- (a) the Manager; or
- (b) a person nominated for the purpose by the Association at a general meeting,

provided that the Manager or person acts within actual or ostensible authority to bind the Association.

Rule 6 – Winding up**6.1 Commencement of winding up**

The Manager must commence the winding up of the Association on the day on which this Development Management Scheme ceases to apply to the Development.

6.2 Distribution of funds

The Manager must, as soon as practicable after the commencement of the winding up, use any Association funds to pay any debts of the Association; and must then distribute in accordance with this Development Management Scheme any remaining funds among those who were, on the date when the winding up commenced, Owners.

6.3 Final accounts

The Manager must:

- (a) prepare the final accounts of the Association showing how the winding up was conducted and the funds were disposed of; and
- (b) not later than six months after the commencement of the winding up, send a copy of those accounts to the Owner of every Unit.

KRM *[Signature]*

23

6.4 Automatic dissolution of Association

Subject to rule 6.5, the Association is dissolved at the end of the period of six months beginning with the commencement of the winding up.

6.5 Delayed dissolution

At any time before the end of the period of six months mentioned in rule 6.4, the Members may determine that the Association is to continue for such period as they may specify; and if they so determine it is dissolved at the end of the period so specified.

PART 2.3 - MANAGEMENT**Rule 7 – Appointment of Manager****7.1 First Manager**

The first Manager is Granton and:

- (a) acts as Manager until the first annual general meeting to be held after the expiry of the period referred to in Condition 4.2 of this Deed is held;
- (b) is entitled to reasonable remuneration; and
- (c) is eligible for reappointment.

7.2 Appointment of Manager

The Association:

- (a) at the first annual general meeting to be held after the expiry of the period referred to in Condition 4.2 of this Deed; and
- (b) where the Manager's period of office expires or a vacancy occurs, at any subsequent general meeting,

is to appoint a person to be Manager on such terms and conditions as the Association may decide.

7.3 Certificate of appointment

Not later than one month after the date of a general meeting at which a person is appointed to be Manager:

- (a) that person; and
 - (b) on behalf of the Association, a Member,
- must sign a certificate recording the making, and the period, of the appointment.

Rule 8 – Duties of Manager**8. Duties of Manager**

The Manager must manage the Development for the benefit of the Members and in particular must:

- (a) accept and register on behalf of the Association any dispositions of Scheme Property (including dispositions which create new servitudes and real burdens burdening the Scheme Property);
- (b) from time to time carry out inspections of the Scheme Property;
- (c) arrange for the carrying out of maintenance to Scheme Property;
- (d) fix the financial year of the Association;
- (e) keep proper financial records of the dealings of the Association and prepare the accounts of the Association for each financial year;
- (f) implement any decision made by the Association at a general meeting;
- (g) in so far as it is reasonable to do so, enforce—
 - (i) any obligation owed by any person to the Association; and

KM 

24

- (ii) the provisions of the Development Management Scheme and of any Regulations which have taken effect;
- (h) if there are Regulations, keep a copy of them (taking account of revocations and amendments);
- (i) keep a record of the name and address of each Member; and
- (j) comply with the Code of Conduct for Property Factors prepared in terms of section 14 of the Property Factors (Scotland) Act 2011 or such other applicable legislation in force from time to time.

Rule 9 – Calling of General Meetings

9.1 First annual general meeting

The first annual general meeting must be called by the Manager and held not later than twelve months after the day on which, in accordance with rule 2.1, the Association is established.

9.2 Annual general meetings

The Manager must call an annual general meeting each year; and a meeting so called must be held no more than fifteen months after the date on which the previous annual general meeting was held.

9.3 Other general meetings

The Manager may call a general meeting at any time and must call a general meeting if:

- (a) a revised draft budget requires to be considered;
- (b) required to call that meeting by Members holding not less than twenty five per cent. of the total number of votes allocated; or
- (c) so required by a majority of the Members of the Advisory Committee.

9.4 Calling of meeting

Not later than fourteen days before the date fixed for a general meeting the Manager must call the meeting by sending to each Member:

- (a) a notice stating:
 - (i) the date and time fixed for the meeting and the place where it is to be held; and
 - (ii) the business to be transacted at the meeting; and
- (b) if the meeting is an annual general meeting, copies of the draft budget and (except in the case of the first annual general meeting) the accounts of the Association for the last financial year.

9.5 Validity of proceedings

Any inadvertent failure to comply with rule 9.4 in respect of any Member does not affect the validity of proceedings at a general meeting.

9.6 Member's right to call meeting in certain circumstances

Any Member may call a general meeting if:

- (a) the Manager fails to call a general meeting:
 - (i) in a case where paragraph (b) or (c) of rule 9.3 applies, not later than fourteen days after being required to do so as mentioned in those paragraphs; or
 - (ii) in any other case, in accordance with this Development Management Scheme; or
- (b) the Association does not have a Manager.



25

9.7 Procedure where Member calls meeting

Where under rule 9.6 a general meeting is called by a Member:

- (a) any rule imposing a procedural or other duty on the Manager in relation to general meetings (other than the duty imposed by rule 9.4(b)) applies as if it imposed the duty on the Member; and
- (b) if there is a Manager, the Member must send that person a notice stating the date and time fixed for the meeting, the business to be transacted at it and the place where it is to be held.

Rule 10 – General Meetings: Quorum**10.1 Number required for quorum**

A quorum is:

- (a) where there are no more than thirty Units in the Development, Members present or represented holding fifty per cent. of the total number of votes allocated;
- (b) where there are more than thirty such Units, Members present or represented holding thirty five per cent. of the total number of votes allocated.

10.2 Quorum necessary for meeting to begin

A general meeting is not to begin unless there is a quorum; and if there is still no quorum twenty minutes after the time fixed for a general meeting then:

- (a) the meeting is to be postponed until such date, being not less than fourteen nor more than twenty eight days later, as may be specified by the Manager (or, if the Manager is not present or if there is no Manager, by a majority of the Members present or represented); and
- (b) the Manager (or any Member) must send to each Member a notice stating the date and time fixed for the postponed meeting and the place where it is to be held.

10.3 No quorum at postponed meeting

A meeting may be postponed only once; and if at a postponed meeting the provisions in rule 10.2 as respects a quorum are not satisfied, then the Members who are present or represented are to be deemed a quorum.

10.4 Quorum need not be maintained

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

Rule 11 – General Meetings: Voting**11.1 Allocation and exercise of votes**

For the purpose of voting on any proposal at a general meeting:

- (a) one vote is allocated to each Unit; and any right to vote is exercisable by the Owner of that Unit or by someone (not being the Manager) nominated in writing by the Owner to vote;
- (b) Granton will have one vote for each Unit (whether completed or not) in the Development for which there is planning permission, for so long as Granton has title to such Unit.

11.2 Exercise of vote where two or more persons own Unit

If a Unit is owned by two or more persons the vote allocated to that Unit may be exercised by either (or any) of them; but if those persons disagree as to how the vote should be cast then no vote is counted for that Unit.

11.3 Decision by majority

Except where this Development Management Scheme otherwise provides, a decision is made by the Association at a general meeting by majority vote of all the votes cast.

11.4 Method of voting

knn *Am*

26

Voting on any proposal is by show of hands; but the convener may determine that voting on a particular proposal is to be by ballot.

11.5 Granton to have over-riding vote

For so long as Granton owns any Unit in the Development or any part of the Development, the final decision on any matter affecting the Development will remain with Granton.

Rule 12 – General Meetings: Further Provisions

12.1 Election of convener

The Members present or represented at a general meeting are to elect one of their number or the Manager to be convener of the meeting; and on being so elected the convener is to take charge of the organisation of the business of the meeting.

12.2 Additional business

Any Member present or represented at a general meeting may nominate additional business to be transacted at that meeting.

12.3 Manager to attend and keep record of business transacted

Except where unable to do so because of illness or for some other good reason, the Manager must attend each general meeting and:

- (a) keep a record of the business transacted; and
- (b) not later than twenty one days after the date of the meeting, send a copy of the record of business to each Member,

and where the Manager does not attend the convener is to nominate a person present to carry out the Manager's duties under paragraphs (a) and (b) of this rule in respect of the meeting.

Rule 13 – Special Majority Decisions

13.1 Special majority required

The Association may:

- (a) make a payment out of any Reserve Fund which it has formed; or
- (b) use any money held on behalf of the Association to carry out improvements or alterations to, or demolition of, Scheme Property (not being improvements, alterations or demolition reasonably incidental to maintenance),

but only after the Association have, at a general meeting, by majority vote of all the votes allocated, determined to do so.

13.2 Consent of Owner to be given where not common property

Where Scheme Property is not the common property of the Members (or not the common property of Members who between them own two or more Units) a determination under rule 13.1 for the purposes of paragraph (b) of that rule may be implemented only if the Owner of the property consents in writing to the improvements, alterations or demolition in question.

Rule 14 – Emergency Work

14.1 Power to instruct etc.

Any Emergency Work that needs to be carried out is to be instructed by the Manager, except where, due to the nature of the emergency, or the time of day when the requirement for Emergency Work occurs, it is not practicable or possible for the member to contact the Manager, when in such circumstances the Emergency Work can be instructed by a Member.

14.2 Reimbursement of Member

The Association must reimburse any Member who pays for Emergency Work.

Rule 15 – Advisory Committee

15.1 Power to elect Advisory Committee

KNN 

27

The Association may at a general meeting elect such number of the Members as it may specify to form an Advisory Committee whose function is to provide the Manager with advice relating to the Manager's:

- (a) exercise of powers; and
- (b) fulfilment of duties,

under or by virtue of this Development Management Scheme.

15.2 Manager to consult Advisory Committee

Where an Advisory Committee is formed, the Manager is from time to time to seek advice from the Advisory Committee.

Rule 16 – Variation

16.1 Deeds of variation under article 7

The Manager may, on behalf of the Association and after consulting the Advisory Committee (if any), grant a deed of variation under article 7 of the DMS Order, and at the first general meeting after the granting of the deed the Manager must then report that it has been so granted.

16.2 Deeds of variation under article 8 and deeds of disapplication

The Manager may, on behalf of the Association, grant a deed of variation under article 8 of the DMS Order or a deed of disapplication but only after the Association has, at a general meeting, by majority of all the votes allocated, determined to do so.

Rule 17 – Winding up

17.1 Distribution of funds on winding up

Where funds are distributed under rule 6.2 the basis of distribution is that each Unit receives one share.

PART 2.4 - FINANCIAL MATTERS

Rule 18 – Annual budget

18.1 Duty of Manager to prepare annual budget

Before each annual general meeting the Manager must prepare, and submit for consideration at that meeting, a draft budget for the new financial year.

18.2 Content of draft budget

A draft budget is to set out:

- (a) the total Service Charge and the date (or dates) on which the Service Charge will be due for payment;
- (b) an estimate of any other funds which the Association is likely to receive and the source of those funds;
- (c) an estimate of the expenditure of the Association; and
- (d) the amount (if any) to be deposited in a Reserve Fund.

18.3 Consideration of draft budget by Association

The Association may at a general meeting:

- (a) approve the draft budget subject to such variations as it may specify; or
- (b) reject the budget and direct the Manager to prepare a revised draft budget for consideration by the Association at a general meeting to be called by the Manager and to take place not later than two months after the date of the meeting at which the budget is rejected.

18.4 Rejected budget – payment of Service Charge




Where the budget is rejected the Service Charge exigible under the budget last approved is, until a new budget is approved, to continue to be exigible and is to be due for payment on the anniversary (or anniversaries) of the date (or dates) on which it was originally due for payment.

18.5 Revised draft budget

At a general meeting at which a revised draft budget is considered, the Association may approve or reject the budget as mentioned in rule 18.3(a) and (b).

Rule 19 – Service Charge

19.1 Amount of Service Charge

The amount of any Service Charge imposed under this Development Management Scheme shall reflect the arrangements and liabilities set out in Condition 6 of this Deed.

Otherwise (and except where rule 19.2 applies), the amount of any Service Charge imposed under this Development Management Scheme is the same for each Unit.

19.2 Service Charge exemption

The Association may at a general meeting decide in relation to a particular Owner and in relation to a particular payment that no Service Charge (or a Service Charge of a reduced amount) is payable.

19.3 Initial Deposit

- (i) Each Owner will pay to the Manager a deposit of One Hundred and Fifty Pounds (£150.00) or such other sum as may be determined by the Association on taking entry to their Unit.
- (ii) All deposits paid to the Manager must be held in accordance with the provisions of the Code of Conduct for Property Factors in force at the time.
- (iii) The Manager may, at any time, withdraw and pay to itself all or any part of the deposit on any occasion that an Owner fails to pay any sums (whether or not any formal demand has been made) for which the Owner is liable.

19.4 Refund of Initial Deposit

The Manager will refund to the Owner the amount of the deposit within one month after the Owner intimates that it has sold the Unit to which the deposit relates, provided that the purchaser of the Unit in question has lodged a deposit at the then prevailing amount with the Manager in accordance with Rule 19.3.

19.5 Manager to collect Service Charge

When the draft budget has been approved in accordance with this Development Management Scheme, the Manager:

- (a) must send to each Owner a notice requiring payment, on the date (or dates) specified in the budget, of the amount of the Service Charge so specified; and
- (b) may send to each Owner at any time a notice:
 - (i) requiring payment, on the date (or dates) stated in the notice, of an additional amount of Service Charge determined under rule 20.1; and
 - (ii) explaining why the additional amount is payable,

and each Owner is liable for that amount accordingly.

19.6 Redistribution of share of costs

Where an Owner is liable for a Service Charge but the Service Charge cannot be recovered (for example because the estate of that Owner has been sequestrated, or that Owner cannot, by reasonable inquiry, be identified or found) then that Service Charge is to be shared equally among the other Owners or, if they so decide, is to be met out of any Reserve Fund; but that Owner remains liable for the Service Charge.

19.7 Interest payable on overdue Service Charge

km11 Au

29

Where any Service Charge (or part of it) remains outstanding not less than twenty eight days after it became due for payment, the Manager may send a notice to the Owner concerned requiring that person to pay interest on the sum outstanding at such reasonable rate and from such date as the Manager may specify in the notice.

19.8 Interpretation of rule 19

In rule 19 references to "Owner" are references to an Owner of a Unit.

Rule 20 – Additional Service Charge

20.1 Additional Service Charge

The Manager may from time to time determine that an additional Service Charge, limited as is mentioned in rule 20.2, is payable by the Members to enable the Association to meet any expenses that are due (or soon to become due) and which could not be met otherwise than out of the Reserve Fund.

20.2 Limit on amount of additional Service Charge

In any financial year the total amount of any additional Service Charge determined under rule 20.1 is not to exceed twenty five per cent. of the total Service Charge for that year as set out in the budget approved by the Association; but in calculating that percentage no account is to be taken of any additional Service Charge payable in respect of the cost of Emergency Work.

20.3 Supplementary budget

If in any financial year the Manager considers that any additional Service Charge exceeding the percentage mentioned in rule 20.2 should be payable, the Manager must prepare and submit to the Association at a general meeting a draft supplementary budget setting out the amount of the additional Service Charge and the date (or dates) on which the additional Service Charge will be due for payment; and rules 18.3, 18.4 and 19.3(a) apply to that draft supplementary budget as they apply to a draft budget and revised draft budget.

Rule 21 – Funds

21.1 Association funds

Any Association funds must be:

- (a) held in the name of the Association; and
- (b) subject to rule 21.2, deposited by the Manager in a bank or building society account.

21.2 Special treatment of certain funds

The Manager must ensure that any Association funds which are likely to be held for some time are:

- (a) deposited in an account which is interest bearing; or
- (b) invested in such other way as the Association may at a general meeting decide.

21.3 Reserve Fund

The Manager must ensure that any Association funds forming a Reserve Fund are kept separately from other Association funds.

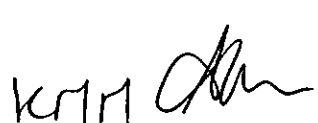
Rule 22 – Sending

22.1 Sending

Where a rule requires that anything be sent:

- (a) to a person it will suffice, for the purposes of that rule, that it be sent to an agent of the person;
- (b) to a Member and that Member cannot by reasonable inquiry be identified or found, it will suffice, for the purposes of that rule, that it be sent to the Member's unit addressed to "The Owner" (or using some other such expression, as for example "The Proprietor").

22.2 Method of sending



30

Any reference to anything being sent will be construed as a reference to its being:

- (a) posted;
- (b) delivered; or
- (c) transmitted by electronic means.

22.3 Date of sending

Anything posted will be taken to be sent on the day of posting; and anything transmitted by electronic means, to be sent on the day of transmission.

PART 2.5 – AMENITY CONDITIONS

Rule 23 - Alterations to and Use of Units / Dwellinghouses

- 23.1 No dwellinghouse or other building whether of a permanent, temporary or portable nature is to be erected on the Development, nor any addition, extension, alteration, rebuilding or reconstruction in whole or in part made on or to any Dwellinghouse or other building on any Unit including fences, walls or other form of enclosure on the Development until Granton's Consent has been obtained.
- 23.2 Each Unit is to be used and occupied only as a private dwellinghouse.
- 23.3 Not used.
- 23.4 Any garage or parking spaces or any other building or part of the Unit must not be sold separately from the rest of the Unit.
- 23.5 No Dwellinghouse, Unit or any part of it is to be used for:
 - (i) the carrying on of any trade, business or profession, or
 - (ii) the selling of any goods or any wares of any sort;
- 23.6 No shops or other buildings for the sale of any wines or spirits or other excisable liquors or for the making or manufacturing of any goods for sale may be erected on any Unit or on the Development.
- 23.7 No board, card, plate or advertising notice of any kind is to be placed on or in any Dwellinghouse, Unit or the Development, except:
 - (i) where a board or notice is erected in relation to the sale of a Unit following the date on which Granton have sold or handed over possession of the last of the Units at the Development, or
 - (ii) the erection of two small plates showing the name of the Owner and the name of the Dwellinghouse.
- 23.8 No power boats, marine craft, caravans, commercial vehicles or vehicles other than private motor cars, light goods vehicles, motorcycles, cycles or similar vehicles are to be parked on any Unit or on the Scheme Property.
- 23.9 Nothing will be done on the Development, any Unit, or any Dwellinghouse which may be deemed to be a nuisance or occasion disturbance to any other Owners.

Rule 24 - Maintenance of Dwellinghouses and Unit

- 24.1 Each Owner of a Unit will maintain their Unit in a good state of repair and decoration and take all appropriate and necessary steps either by themselves or in conjunction with others to prevent damage to the Unit which may affect an adjacent Unit or create a nuisance to other Owners.
- 24.2 In the event of failure to take timeous and adequate measures to prevent and repair such damage or defect, including notification to adjacent Owners whose premises may be affected, with a view to safeguarding the Units, any Owner will be liable for any damage caused as a consequence.

KNM

31

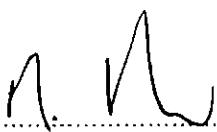
Rule 25 – Insurance of Units

- 25.1 The Owners of the Units on which the same are erected will keep the Unit and any garage and other buildings erected or forming part of the Unit insured with a reputable insurance company against loss by fire and other risks normally covered by a home owners' comprehensive policy for the full reinstatement value, including site clearance charges and professional fees.
- 25.2 If the Unit or any part of it is destroyed or damaged then the Owner of the Unit must restore or rebuild or reinstate the same and repair the damage within one year of the occurrence of such damage or destruction but without making any alteration to or deviation from the original design and dimensions of the Unit.
- 25.3 All sums received from the insurance company under a policy in respect of loss or damage to the Unit will be applied as soon as practicable in restoring or repairing the Unit.
- 25.4 If the cost of any such restoration or repair exceeds the sum recovered from the insurance company in respect of such loss or damage, any further sum required to meet the cost shall be paid by the Owner at the date of such loss.
- 25.5 The Manager may effect a common buildings insurance policy for any flatted Units.


Rule 26 - Restrictions to Preserve Amenity

The following Rules will apply to preserve the amenity of the Development for the benefit of the Units:

- 26.1 The parking of motor cars, cycles, caravans or any other vehicle of any nature is not permitted on any path, border, garden or Scheme Property at any time and access to all roads, paths and footways must be kept free, unobstructed and open at all times.
- 26.2 The parking of fully licensed vehicles permitted in terms of Rule 23.8 will only be permitted either:
- (i) within a Unit; or
 - (ii) at clearly marked parking spaces within the Development.
- 26.3 Other than erection of a rotary clothes dryer or clothes poles in the rear garden of the Lodge House, no rotary clothes dryer or clothes lines may be erected on any part of the Development nor attached to or suspended from any window in any of the Dwellinghouses or from any part of the exterior walls.
- 26.4 All garden ground forming part of any Unit is to be used as garden ground only.
- 26.5 No refuse containers or receptacle or any other article of any nature may be left or deposited otherwise than in accordance with the regulations and recommendations of the relevant department of the local authority.
- 26.6 No refuse or waste matter of any description is to be left in or upon any of the Scheme Property.
- 26.7 No dogs are allowed within the Development (except within the boundaries of the dog owner's Unit) other than on a lead and accompanied by an individual. Dogs must not be allowed to foul any part of the Development.
- 26.8 The Owner of each Unit is expressly prohibited from keeping poultry, ducks, pigeons, bees or other livestock.
- 26.9 The Owner of each Unit is prohibited from keeping any domestic animals which are or may prove to be a nuisance to the adjoining Owners.
- 26.10 No buildings shall be erected on the Gardens.
- 26.11 No trees or shrubs will be cut down, lopped, damaged or removed from any part of the Development unless on the authority and under the instruction of the Manager.



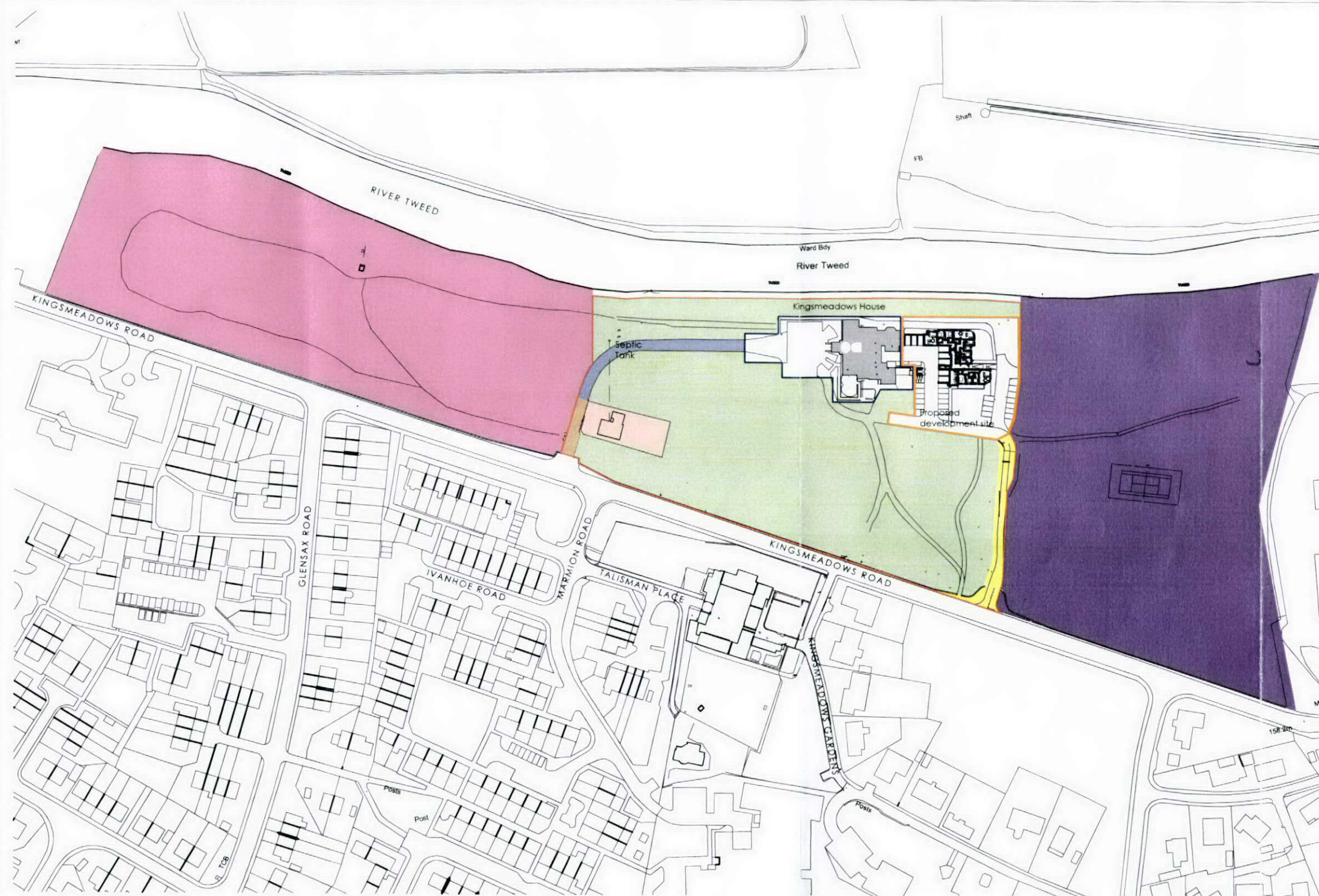
.....
Witness



.....
Alan Edward Thomas Mawer - Director

©This drawing is the property and copyright of zone architects. It must not be reproduced or disclosed to a third party without written consent.

20 January 2016
This is the Plan referred to in the foregoing Deed of Conditions incorporating application of Development Management Scheme by Granton Homes Limited.



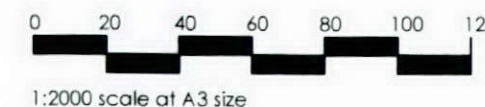
- Key:
- Septic Tank Drain
 - New Build Boundary
 - Mansion Boundary
 - Mansion Road
 - New Access Road
 - Lodge Access Road
 - West Woods
 - Centre Parkland
 - East Woods
 - Lodge



Handwritten signature

Handwritten initials

Handwritten 'ACT' with a cross through it



ZONE
ARCHITECTS

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

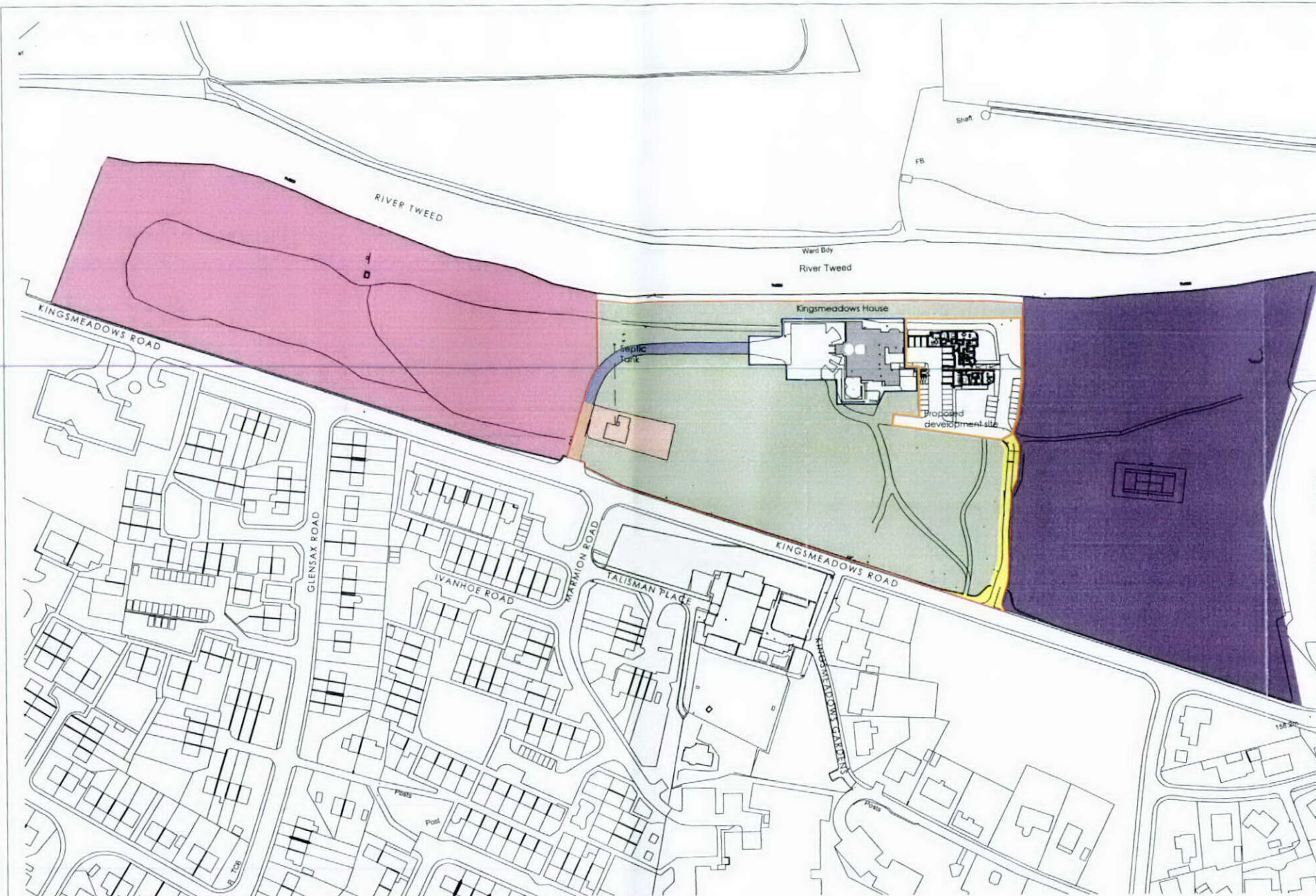
REV

F-Service Strip, Road Hatch, Outlines 10.12.2015
G-Lodge Road, drainage Line, hatch 05.01.2016
H-Trees removed, blue line removed 07.01.2016
I-Trees, road lines removed, proposed outline altered 08.01.2016
J-Lines altered, hatch removed 08.01.2016
K-Boundary Lines altered 08.01.2016
L- Name of drawing changed, hatch colours altered 19.01.2016

client	Granton Homes	drawing	Deed of Conditions—Grounds
project	Kingsmeadows, Peebles	scale	1:2000 at A3
date	Dec 2015	rev	L
		number	329-019

©This drawing is the property and copyright of zone architects. It must not be reproduced or disclosed to a third party without written consent.

20 January 2016
This is the Plan referred to in the foregoing Deed of Conditions incorporating application of Development Management Scheme by Granton Homes Limited.



- Key:
- Septic Tank Drain
 - New Build Boundary
 - Mansion Boundary
 - Mansion Road
 - New Access Road
 - Lodge Access Road
 - West Woods
 - Centre Parkland
 - East Woods
 - Lodge



Handwritten signatures and initials: 'CMB' and 'H/L'.

Handwritten text: 'ACT'.



1:2000 scale at A3 size

ZONE
ARCHITECTS

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

REV

F-Service Strip, Road Hatch, Outlines 10.12.2015
G-Lodge Road, drainage Line, hatch 05.01.2016
H-Trees removed, blue line removed 07.01.2016
I-Trees, road lines removed, proposed outline altered 08.01.2016
J-Lines altered, hatch removed 08.01.2016
K-Boundary Lines altered 08.01.2016
L- Name of drawing changed, hatch colours altered 19.01.2016

client	Granton Homes	drawing	Deed of Conditions—Grounds
project	Kingsmeadows, Peebles	scale	1:2000 at A3
date	Dec 2015	rev	L
		number	329-019

Handwritten number: 34