



Development &
Regeneration Services
Glasgow City Council
231 George Street
Glasgow G1 1RX
phone: 0141 287 8555
web:
www.glasgow.gov.uk

NOTICE OF ACCEPTANCE OF COMPLETION CERTIFICATE

Building (Scotland) Act 2003

Acceptance under Section 18 of a completion certificate

Acceptance

This document confirms acceptance of the completion certificate submitted by **Cooper Cromar - Ester Coma Ramos**

Details of Completion Certificate

Reference number of acceptance: **18/00952/BW**

Date of completion certificate submission: **12th January 2021**

Address of building to which the completion certificate applies: **Flat 3/17 60 Inverlair Avenue Glasgow G43 2AS**

Details of Building Warrant

Date of building warrant: **8th June 2018**

Reference number of building warrant: **18/00952/BW**

Plot no. **74**

Description of works: **Conversion to form flat**

Reference and date of any amendments: **18/00952/BW/1** dated:

18th July 2018 18/00952/BW/2 dated: **9th January 2020**

18/00952/BW/5 dated: **31st March 2020 18/00952/BW/3** dated: **31st**

March 2020 18/00952/BW/D dated: **9th April 2020 18/00952/BW/G**

dated: **18th December 2020 18/00952/BW/F** dated: **24th December 2020**

Declaration

Glasgow City Council confirm, so far as we are able to ascertain after making reasonable enquiry, that we are satisfied the work which is the subject of the above completion certificate has now been completed in accordance with that certificate and the warrant (and any amendments) detailed above.

Signed  Dated **28th January 2021**

For the Director of Development and Regeneration Services

Hamish McConnachie, 0141 287 8479
South

Sent **Cooper Cromar - Ester Coma Ramos**

to: **Eagle Building - 215 Bothwell Street**
Glasgow G2 7ED

COMPLETION CERTIFICATE ADVICE

This is an important document which may be requested during property transactions and, as such, should be kept in a safe place. I would recommend that arrangements be made to keep this Certificate, the Building Warrant and the approved plans with the Title Deeds for the property. This would avoid any inconvenience should the property be sold.

If the original Completion Acceptance is mislaid, a signed copy can be obtained from this department for a nominal fee.

I trust the above information is of assistance but should you require any further information or clarification please contact the Surveyor who dealt with your application.

Raymond Barlow
Assistant Head of Service
Planning and Building Standards

Notes

For work of construction or conversion, this certificate permits the occupation or use of the building.

WARNING

The acceptance/issue of a completion certificate is no guarantee of standard of workmanship

If you have any comments or suggestions to make about the service you have received we would be pleased to hear from you.

You can contact the us at the following address:

**Glasgow City Council
Building Standards and Public Safety
Development and Regeneration Services
231 George Street
Glasgow G1 1RX**

e-mail building_standards@glasgow.gov.uk



checkmate.uk.com

Insurance Certificate for Castle 10

Policy Number: A180044900T9

Effective Date: 12/01/2021

Expiry Date: 08/01/2031

Vendor Details:

Name: FM CATHCART LIMITED

Address Line 1: 9 Great Stuart Street

Address Line 2:

Town: EDINBURGH

Postcode: EH3 7TP

Telephone: 0131 226 4135

Checkmate Membership Number: CM03811

Policy Beneficiary: Buyer/You/Your (as defined within the policy)

Plot No: T9, PH 1B

Development Name: Phase 1A & 1B Cathcart House

Address Line 1: Flat 3/17

Address Line 2: 60 Inverlair Avenue

Town: Glasgow

Postcode: G43 2AS

Insured Value: £293,000.00

For Checkmate.uk.com, a division of Lockton Companies LLP

Important Notes

1. This Certificate must be read in conjunction with the definitions in the policy booklet and the schedules on page 2 of this certificate.
2. The excess that applies can be found on page 2 of this certificate.
3. This certificate is not valid if the Vendor named in it goes into liquidation, bankruptcy, receivership or administration before the date of exchange of contracts between the Vendor and the Buyer.
4. This certificate applies to the new home including the common parts.
5. Please also see the policy document for details of how to make a claim.

Page 1 of 2

This policy is administered by Checkmate.uk.com. Checkmate.uk.com is a division of Lockton Companies LLP whose registered number is OC353198 and whose address is The St Botolph Building, 138 Houndsditch, London, EC3A 7AG. Lockton Companies LLP is Authorised and Regulated by the Financial Conduct Authority under registration number 523069. This policy is underwritten by HDI GLOBAL SPECIALTY SE registered in Germany (company number HRB 211924) acting through its UK Branch which is situated at 10 Fenchurch Street, London, EC3M 3BE. V5 20190101



Schedule of Cover

Parts 2, 3 and 4 of the policy apply. Please read your Castle 10 policy booklet for full details of cover.

Endorsements

The following endorsements apply and must be read in conjunction with your Castle 10 policy booklet:

Part 2 is hereby amended to apply from the effective date shown on page 1 of this certificate until 08/01/2023.

Parts 3 and 4 are hereby amended to apply from 08/01/2023 until the expiry date shown on page 1 of this certificate.

Excess

Under part 2 of the policy the excess of £50 per item of claim applies subject to a maximum of £500. The excess is indexed as defined in your Castle 10 policy booklet.

Under parts 3 and 4 of the policy the excess of £1000 applies to each and every item of claim. The excess is indexed as defined in your Castle 10 policy booklet.



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

4609
23/11/2022

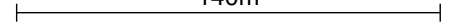
TITLE NUMBER

GLA243517



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

140m

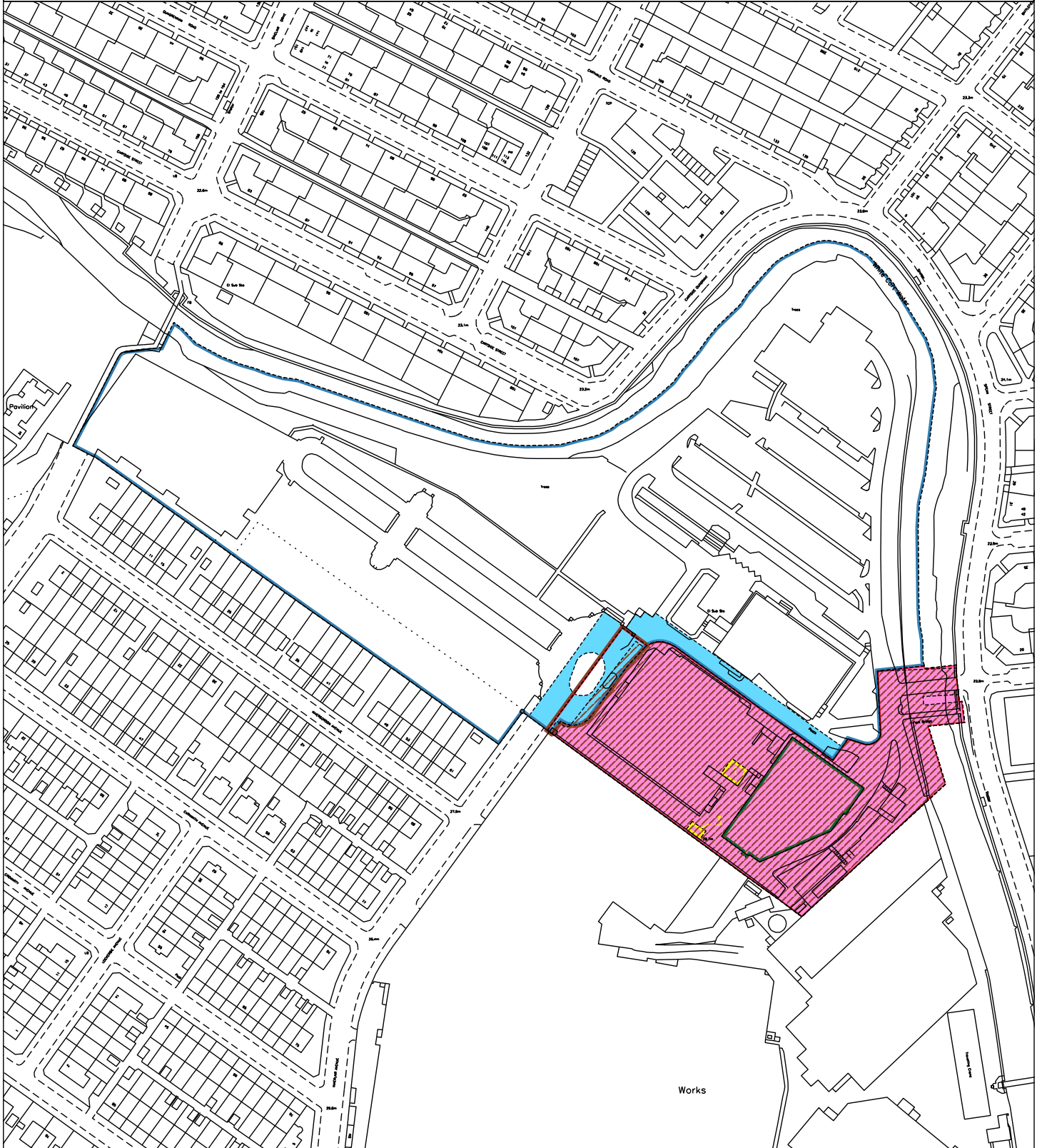


NS5760NE NS5860NW NS5761SE NS5861SW

Survey Scale

1/1250

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LAND REGISTER
OF SCOTLAND

Officer's ID / Date

6921
5/11/2020

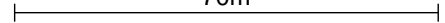
Supplementary Plan to Title

GLA243517-1



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

70m

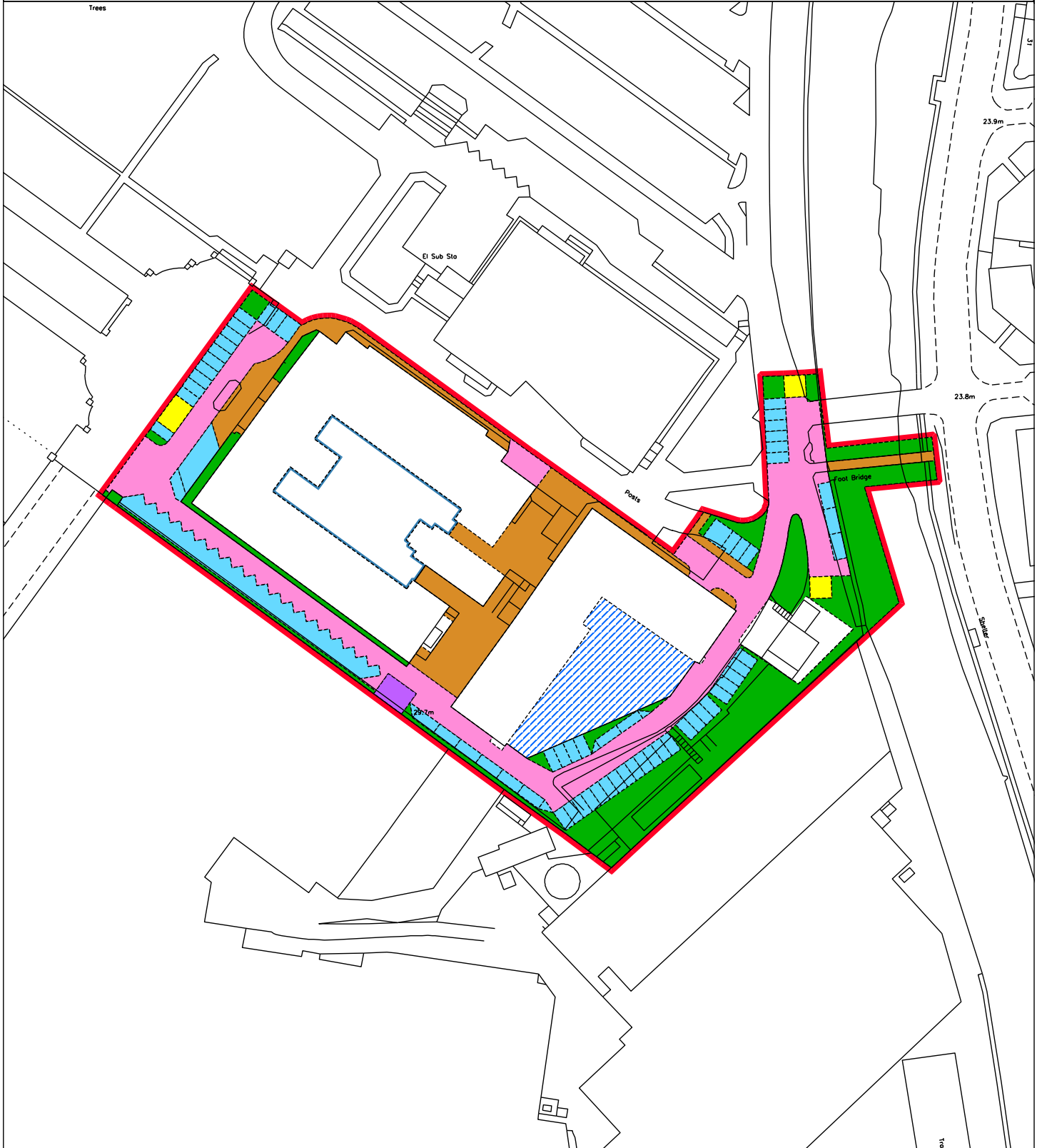


NS5860NW NS5861SW

Survey Scale

1/1250

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LAND REGISTER
OF SCOTLAND

Officer's ID / Date

4609
23/11/2022

Supplementary Plan to Title

GLA243517-2



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

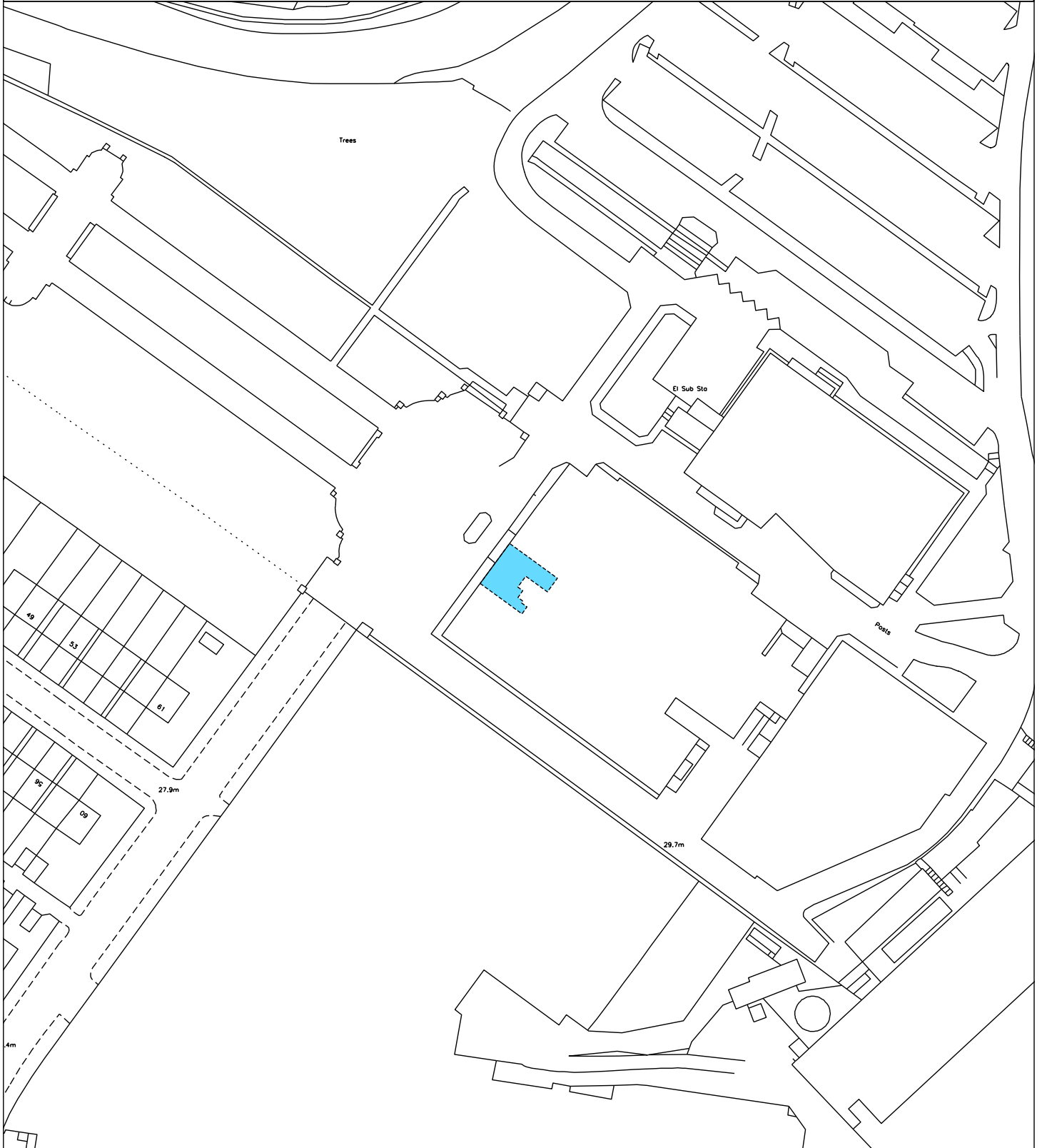
70m

NS5760NE NS5860NW NS5761SE NS5861SW

Survey Scale

1/1250

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TITLE NUMBER GLA243517

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION
06 NOV 2017

DATE TITLE SHEET UPDATED TO
29 APR 2022

REAL RIGHT
OWNERSHIP

DESCRIPTION

Subjects part of cadastral unit GLA230299 edged red on the cadastral map being 1.24 hectares in measurement on the Ordnance Map being 3/7 60 INVERLAIR AVENUE, GLASGOW G43 2AS being the third floor flat tinted blue on supplementary data 2 to the title sheet; together with (one) a right of property in common with the other proprietors of Cathcart House to the Cathcart House Common Parts as defined in the Deed of Conditions specified in Entry 10 of the Burdens Section, (two) the servitudes in the Deed of Servitudes and Real Burdens, the said Deed of Conditions and the Disposition specified in Entries 7, 10 and 11 respectively of the said Section and (three) the subsisting rights to real burdens specified in the Schedule of Particulars relative to Subsisting Rights to Real Burdens below.

SCHEDULE OF PARTICULARS RELATIVE TO SUBSISTING RIGHTS TO REAL BURDENS

Entry No	Benefited Property	Real Burdens	Burdened Property
1	the subjects tinted pink on the cadastral map	Deed of Servitudes and Real Burdens by Scottish Power plc, registered 17 Nov 2017 specified in Entry 7 of the Burdens Section.	subjects on the west side of Spean Street, Cathcart, Glasgow edged blue on the cadastral map.



TITLE NUMBER GLA243517

A 2

A. PROPERTY SECTION

Entry No	Benefited Property	Real Burdens	Burdened Property
2	subjects in this Title and other subjects	Deed of Conditions by FM Cathcart Limited registered 26 Feb. 2020 specified in Entry 10 of the Burdens Section	Development edged red on the secondary layer of the cadastral map of which an extract is included as supplementary data 1 to the title sheet

Note 1 The land edged green on the cadastral map is not included in the cadastral unit.

Note 2 The parts edged and numbered in yellow on the cadastral map are subject to the leases specified in the Schedule of Leases below

Note 3 The description of the burdened property in each entry of the Schedule of Particulars relative to Subsisting Rights to Real Burdens above should be read in conjunction with the Explanatory Note in the Burdens Section.

Note 4 The minerals are excepted. The conditions under which the minerals are held are set out in the Dispositions specified in Entries 1, 3 and 4 of the Burdens Section.

SCHEDULE OF LEASES

Entry No	No. on cadastral map	Tenant	Date of Recording or Registration	Term	Rent
1	1	SP Distribution plc	Land Register 14 NOV 2017 Lease title sheet GLA230232	175 years from and after 2 Oct 2017	£1 per annum
2	3	SP Distribution plc	Land Register 04 NOV 2019 Lease title sheet GLA236902	175 years from and after 15 Aug. 2019	£1 per annum



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TITLE NUMBER GLA243517

B 1

B. PROPRIETORSHIP SECTION

ENTRY PROPRIETOR

NO

1	SOUTER REAL ESTATE LIMITED a Company incorporated under the Companies Acts, (Company Number SC722695), and having its Registered Office at Forth Floor 68-70, George Street, Edinburgh, EH2 2LR.	DATE OF REGISTRATION 29 APR 2022	CONSIDERATION £289,000	DATE OF ENTRY 27 APR 2022
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LAND REGISTER OF SCOTLAND



TITLE NUMBER GLA243517

C 1

C. SECURITIES SECTION

**ENTRY
NO**

SPECIFICATION

**DATE OF
REGISTRATION**

No Entry



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

- 1 Disposition by William Allan Warddrop to G & J Weir Limited their assignees and successors, recorded G.R.S. (Renfrew) 18 May 1900, of plot or area of ground part of the lands of Holm Farm containing 4 acres and 14 poles or thereby, contains the following reservations and burdens:

(First) Reserving always to me and my heirs and assignees whomsoever the whole mines metals and minerals and fossils including coal shale limestone ironstone freestone and clay in the plot or area of ground above disponed and in the other lands in the neighbourhood presently belonging to me with full power and liberty to me and my foresaids by ourselves our tacksmen or servants or others deriving right from us to search for work win and carry away the same without however entering on the ground hereby disponed and that by means of pits and other necessary operations to be made and carried on within the adjacent lands of Holmhead and my other lands in the neighbourhood I and my foresaids being bound to pay to my said disponees all damages that shall be thereby occasioned to the surface of the ground above disponed and buildings erected or to be erected thereon as the same shall be ascertained by two arbiters mutually chosen or by an oversman to be chosen by the said arbiters in the event of their differing in opinion:

(Second) Reserving always to me and my foresaids the whole area in the Church and Churchyard of Cathcart belonging to the said lands and Estate of Holmhead, my said disponees and their foresaids shall be bound forthwith in so far as not already done to fence and enclose the foresaid plot or area of ground in a sufficient manner and to keep the same so fenced and enclosed in all time coming:

(Third) In respect that by the Feu Contract between me and Henry Williams of the ground lying to the south east of the proposed road he and his foresaids were taken bound at their own expense when required by me to contribute from the ground feued to



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

him the ground necessary along with a similar contribution of ground to be given by the feuars on inter alia the north west to make the said proposed road of thirty feet wide on the conditions therein mentioned and in respect that the plot or area of ground above disposed forms the only remaining unfeued ground belonging to me bounded by the said proposed road it is hereby declared that my said disponees and their foresaids shall be bound at their own expense when required by the said Henry Williams and his successors to contribute from the plot of ground above disposed the ground necessary along with a similar contribution of ground to be given by the said Henry Williams or his successors to make the said proposed road thirty feet wide and to level up and form with metal in a sufficient manner and to maintain in all time coming one half of the said road of Thirty feet in width including a footpath of not less than five feet in breadth with border stone and gutter along the south east boundary of the plot of ground above disposed.

(Fourth) It is hereby declared that it shall not be in the power of my said disponees and their foresaids to erect on the plot or area of ground any work which is dangerous or offensive to the neighbourhood, nor to deposit dung or rubbish or any other offensive or nauseous substance excepting only deposits of waste substances connected with the occupation thereof for the proper business to be there carried on but declaring that it shall be lawful to the feuars to use the said plot or area of ground for the erection of an engineering or other work and all necessary machinery and appurtenances thereto belonging or for any other manufacturing or trading or building purposes other than those before prohibited.

- 2 Disposition by to G and J Weir Limited to Sir John Maxwell Stirling Maxwell and his heirs and assignees, recorded G.R.S. (Renfrew) 31 Jan. 1905, of plot or area of ground part and portion of my Estate of Pollock, containing 5 acres 2 roods



TITLE NUMBER GLA243517

D 3

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

and 7/10 parts of a pole or thereby, contains the following declarations, burdens and reservation:

That we shall be entitled and hereby reserves to ourselves the right in the event of the ground presently occupied by Henry Williams or his successors becoming our property or of our otherwise requiring right to the existing road passing through the works erected on the ground belonging to us and marked with the letters A-B on the plan annexed and subscribed as relative hereto and at present giving an access to the subjects before disposed to close and discontinue the same and whereas the ground hereinbefore disposed is low lying we bond ourselves and our successors to continue to deposit thereon as hitherto done by us foundry boiler and smithy refuse from our works on our adjoining ground and including broken founds and earth excavations which we may find it necessary to remove from time to time for levelling or otherwise utilising the area of ground containing 3 acres 1 rood 30 poles or thereby disposed to us by the said Sir John Maxwell Stirling Maxwell, recorded G.R.S. (Glasgow) 31 Jan. 1905 and that until such time as the said Sir John Maxwell Stirling Maxwell or his successors shall intimate that no further filling or levelling up of said low lying ground is required; Further we bind ourselves and our foresaids to continue to deposit concrete blocks stones and other heavy material which in the conduct of our business in our works we may have available from time to time and which we shall not find necessary for other purposes in connection with our said works or other buildings and that upon the bank of the River Cart within the ground hereby disposed to secure its protection as at present; But declaring that we shall view no responsibility in connection with the filling or levelling up of the said low lying ground or the embanking of said river so long as it is done in accordance with the directions of the said Sir John Maxwell Stirling Maxwell or someone authorised by him and that the said Sir John Maxwell Stirling Maxwell and his foresaids shall be bound to give such directions for said



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

operations as we may require him or them to do otherwise it shall then be in our power to cease and discontinue making any further deposits upon said ground or the bank of said river; And whereas we have agreed that the following servitudes in favour of the subjects before disposed and of those portions of the lands of Cathcart which are part of the Estate of Pollock and which belong to the said Sir John Maxwell Stirling Maxwell lying to the west and south of the said area of ground disposed to us by hi, should be constituted upon the said last mentioned area of ground and the adjoining ground belonging to us therefore and in order to preserve the amenity of the houses erected or to be erected upon the subjects before disposed and on the said lands of Cathcart we bind and oblige ourselves and our successors in the said area of ground disposed to us by the said Sir John Maxwell Stirling Maxwell and in our adjoining ground shown enclosed by as green line on the said plan which lies to the west of the road marked AB on the said plan and also in the ground at present belonging to Henry Williams if we shall hereafter acquire the same and which is bounded on the east by the River Cart on the north west by the ground hereby disposed and on the west by the ground shown on said plan enclosed in a green line and on the south west by ground belonging to us (First) not to erect any Smithy or Foundry chimney on any portion of the plot of ground marked CDEF within the line coloured green on said plan nor on the said ground at present belonging to the said Henry Williams in the event of our becoming proprietors thereof and (Second) not to erect on any part of ground lying immediately to the north east of Earlsbank Avenue and Newlands Road and extending back from the lines of the said roads 95 foot or thereby and which is coloured red on said plan any buildings other than (a) buildings of a neat design and not more than three storeys in height to be used as Warehouses Stores or Offices or as a Factory the business to be carried on in such Factory not to be attended by noise or other disagreeable accompaniment which shall interfere with the amenity of the adjoining property



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

belonging to the said Sir John Maxwell Stirling Maxwell and upon which it is contemplated that dwelling houses are to be erected or (b) tenements not exceeding four storeys in height with or without hops and containing dwelling houses of one or more rooms and kitchen but with not more than three tenants on each stair landing and of the same size and description as or better than the tenements at present being erected along the south side of the said Newlands Road opposite the said area of ground disposed to us by the said Sir John Maxwell Stirling Maxwell.

Note: The plan annexed to the foregoing deed has not been submitted to the Keeper, therefore the various references thereon cannot be determined in relation to the subjects in this Title.

- 3 Disposition by Sir John Maxwell Stirling Maxwell to Wallace Scott & Company Limited and their assignees, recorded G.R.S. (Glasgow) 14 May 1915, of (In the First Place) area of ground containing 9 acres and 29 poles or thereby and (In the Second Place) area of ground and part of the solum of the River Cart containing 282 square yards or thereby, contains the following burdens:

Under the reservation to me and my heirs and successors of the whole coal, limestone, ironstone, freestone, sandstone, fireclay, fossils and other metals and minerals so far as I have right thereto in the ground above disposed with liberty to work, win and carry away the same but without entering on the surface of the ground before disposed upon paying damage that shall thereby be occasioned to the surface of the ground above disposed and buildings erected or to be erected thereon as the same shall be ascertained by a single arbiter to be mutually chosen and also with and under the following burdens, conditions, restrictions, prohibitions and servitudes



D. BURDENS SECTION

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in favour of me and my successors in the remaining portion or portions of my estate of Pollok namely:-

(First) That my said disponees shall (so far as not already done) forthwith erect on the ground before disposed in the first place on a site or sites to be first approved by me or my foresaids workshops not exceeding four square storeys in height which workshops shall be set down not less than forty feet from Minto Avenue the proposed new street on the south west by south of the subjects in the first place respectively; And all other buildings to be erected on the ground hereby disposed in the first place shall be erected in conformity with the foregoing conditions as to height and site save where otherwise herein provided with liberty to my said disponees to erect buildings or other structures within forty feet from Minto Avenue but said buildings or structures shall not exceed one storey of thirty three feet in height to the ridge of the roof and the side roads thereof shall not exceed twenty feet in height (both measurements being made from the ground floor level of the main workshops, and such buildings or other structures shall not have mansard roofs and the outside walls thereof shall be of special pressed terra cotta brick equal to that used in said main workshops and shall be of an ornamental character all to the satisfaction of me or my foresaids and in so far as the gables of said buildings face Minto Avenue such gables shall have piend or hip ends and the ground before disposed in the second place shall be used only as a site for the erection of said bridge and for no other purpose;

(Second) That such buildings and the ground hereby disposed shall only be used for purposes which shall not be attended by noise, smoke, smell, vibration or other disagreeable accompaniment which shall interfere with the amenity of the adjoining property and no factory chimneys of any kind shall be erected on the ground hereby disposed except with consent of me or my foresaids;



D. BURDENS SECTION

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(Third) That notwithstanding anything to the contrary herein contained it is hereby expressly provided and declared that if from any cause the said buildings cease to be used as workshops or should the remainder of the ground cease to be used as aftermentioned for recreation purposes my said disponees or their foresaids shall (unless I or my foresaids consent in writing to the adoption of a different procedure) only be entitled to use the ground before disposed in the first place for the erection of private dwellinghouses with suitable offices, which private dwellinghouses and others shall be constructed of the same materials and shall be of the same class, description, style and value, and distance back from roads and side boundaries, and shall be enclosed by similar or not inferior walls, railings and fences as the private dwellinghouses and others fronting or adjoining said Minto Avenue erected or to be erected on the adjoining lands belonging to me; and in the event of there being any difference or dispute as to any of the above matters, the same shall be decided by a single arbiter to be mutually chosen; and after the erection of any private dwellinghouse is completed, my said disponees and their foresaids shall maintain and uphold it in a proper and sufficient state of repair, so as always to be of the foresaid value and of an equally good style of architecture in all time thereafter; and before the erection of any buildings on the ground before disposed in the first place is commenced detailed plans and elevations thereof shall in all cases be submitted to and approved of by me or my foresaids;

(Fourth) That my said disponees shall be entitled at their own expense to construct or erect and maintain a bridge for foot and vehicular traffic across the River Cart of such dimensions, level, design and material as shall be approved in writing by me or my foresaids, which bridge shall rest partly on the area of ground before disposed in the second place and at the place



D. BURDENS SECTION

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marked on said plan, so that the central line of said proposed bridge and of said new street second above mentioned shall coincide but I or my foresaids shall not be held liable or responsible for any accidents which may occur or be caused to members of the public or to my said disponees or their servants and others and their horses and vehicles using the said bridge for any purpose whatever, it being hereby declared that all persons using the said bridge shall do so at their own risk;

(Fifth) That in respect a sewer is laid between the lands of Holmlea and the Glasgow Corporation Sewer at the continuation of Sinclair Drive and passes through the area of ground hereby disposed in the first place the intended line of which sewer is delineated and coloured blue on the plan annexed hereto my said disponees and their foresaids shall, with the consent of me or my foresaids, first had and obtained and subject to our supervision be at liberty to connect their drains with said sewer at their own expense and shall be entitled also at their own expense to alter the line of said sewer within the ground hereby disposed in the first place provided that the size and gradient of said sewer are not altered and the efficiency of the same is not in any way prejudicially affected, all at the sight and to the satisfaction of a single arbiter to be mutually chosen, but my said disponees shall not set down any buildings or erections over the said sewer within three feet on either side thereof so far as said sewer is laid down in or passes through the ground hereby disposed and shall at all times allow the sanitary or other authorities or persons having the management, control, supervision or disposal of the sewage conveyed by said sewer to have reasonable access thereto for the purpose of enlarging, altering, renewing, repairing, cleaning or inspecting the same and the manholes or other openings connected therewith and that without any payment or compensation except for surface damages, which, failing agreement, shall be ascertained by a single arbiter to be mutually chosen;



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(Sixth) That my said disponees or their foresaids shall, so far as not already done, erect on the area of ground hereby disposed in the first place at their own expense along Minto Avenue and said proposed new street a dwarf wall with neatly dressed cope and railing or an iron railing of such height and design as shall be approved by me or my foresaids, and shall also erect at their own expense so far as not already done within the foresaid period on the area of ground hereby disposed in the second place along Spean Street a fence of such height, material and design as shall be approved by me or my foresaids in which fence shall be set suitable gates of the same in material admitting to said bridge, all to the satisfaction of me or my foresaids, and further my said disponees and their foresaids shall within the foresaid period erect along the West by North South East by South and South West by South boundaries of the ground before disposed in the first place fences which may consist either of brick walls of at least seven feet in height and nine inches thick or upright fences of a height, material and design to be approved of by me or my foresaids or by my or their factor for the time being, subject to any mutual arrangement between my said disponees and G and J Weir Limited and which fences so far as bounding said ground feued or about to be feued to G and J Weir Limited shall be erected one half on the area of ground hereby disposed in the first place and one half on the adjacent ground and the feuars of said adjacent ground shall but subject to such mutual arrangement as aforesaid be bound to repay to my said disponees one half of the expense of said fences so far as bounding their feu, and in the event of said fences being erected by said adjacent feuars my said disponees or their foresaids shall in like manner but subject to such mutual arrangement as aforesaid be bound to repay them one half of the expense thereof; And I undertake to bind the said G and J Weir Limited so far as the said ground feued or about to be feued to them is bounded by said Minto Avenue and where



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no buildings are erected along the side thereof to erect when required by me but not sooner than one year from the last date hereof along said Minto Avenue, an ornamental wall with gates set therein which wall shall be built of special pressed terra cotta brick of the quality before specified with neatly dressed stone or cement cope and shall be at least nine inches thick and seven feet in height on either side thereof and not to set down or allow on any part of their feu behind said wall any stones, material, machinery or other object (save buildings built in conformity with the provisions mentioned in their Feu Charter or trees or shrubs) where such objects shall exceed the height of said wall or be visible from Minto Avenue; And Whereas it has been agreed between me and the said G and J Weir Limited that subject as aftermentioned no building or structure exceeding one storey in height shall be erected or allowed on that part after specified of the ground feued or about to be feued by me to the said G and J Weir Limited fronting Minto Avenue; And Whereas the said G and J Weir Limited are in course of erecting on the South and of their said feu facing Minto Avenue a four storey building the site of which is delineated on the plan or sketch marked no. I annexed and subscribed as relative hereto and marked "Minto Factory" and hereinafter referred to as "The Factory", the extreme South West corner of the Factory being twenty two feet or thereby from the South boundary of said feu and twenty seven feet or thereby from the line of Minto Avenue and the building line of The Factory stretching from said corner in a northerly direction to a point two hundred feet or thereby therefrom and thirty six feet six inches or thereby from the line of Minto Avenue; And Whereas it has been agreed that (First) the said building line of said factory and the prolongations thereof Southwards to said South boundary and Northwards to a point where it intersects the line immediately after specified and (Second) a line forty feet back from and parable to the line of Minto Avenue drawn from the North East by North boundary of said feu in a South West by Southerly direction till it



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intersects said prolongation Northwards of the building line of The Factory shall form the boundaries between which and Minto Avenue no building or structure exceeding one storey in height shall subject as aftermentioned be erected as the said two lines (hereinafter referred to as "the said lines") are, shown on the said plan or sketch marked no. I by the lines "H, G" and "G, F"; Therefore I shall be bound as I hereby expressly bind and oblige myself in the Feu Charter or other deed or conveyance to be granted by me to the said G and J Weir Limited to take the said G and J Weir Limited and their successors in all time coming bound (but subject always to their right to erect private dwellinghouses with suitable offices, walls and others on their feu of the nature provided in the Feu Charter) that the buildings or other structures which the said G and J Weir Limited may erect on that portion of their said feu between the said lines and Minto Street shall not exceed one story of thirty three feet in height to the ridge of the roof and the side walls thereof shall not exceed twenty feet in height (both measurements being made from the ground floor level of The Factory) and such buildings or other structures shall not have mansard roofs and the outside front walls thereof shall be built of special pressed terra cotta brick and equal in quality to the brick used in my said disponees workshops and shall be of an ornamental character all as shown on the plan marked no. II annexed and along with two copies thereof subscribed as relative hereto and in so far as the gables of such buildings face Minto Avenue such gables shall have piend or hip ends and that the buildings or other structures which the said G and J Weir Limited or their foresaids may erect on that portion of the said ground feued or about to be feued by me to them lying within sixty feet of the ground before dispoed in the first place shall conform to the conditions hereinbefore specified with regard to the one storeyed buildings or other structures which may be erected between said Minto Avenue and the said lines;



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(Seventh) That my said disponees shall be bound as they hereby bind and oblige themselves and their foresaids on the formation of Minto Avenue so far as opposite to the ground hereby disponed, to pay to me the sum of Two hundred and sixty three pounds one shilling and sixpence Sterling (over and above said sum of Three thousand four hundred and seventy two pounds sixteen shillings Sterling) being the proportion effeiring to the area of ground hereby disponed in the first place of the expense incurred or to be incurred by me in making said Avenue with footpaths and sewer therein, and further that whenever I or my foresaids shall complete the formation either of said proposed new street first above mentioned or of Spean Street or both, so far as next to and opposite the ground hereby disponed, my said disponees or their foresaids shall be bound and they hereby bind and oblige themselves and their foresaids to pay to me or my foresaids one half of the cost of the formation of said respective streets including therein the cost of the construction of kerbs and gutters, the erection of lamps, the laying of sewers, and the formation of gravel or ash footpaths so far as next to and opposite the ground hereby disponed, with interest at the rate of five per centum per annum during the non-payment; And it shall at all times be open to me or my foresaids, and all others having or deriving right from free of charge to pass the sewage from the Estate of Pollok or other adjoining ground through the said sewers in Minto Avenue said proposed new street first above mentioned and Spean Street and to make any connection therewith that may be necessary for this purpose at the expense of me or my foresaids declaring further that my said disponees or their foresaids if and when required by me or my foresaids, shall at their own expense lay flagstone or concrete pavements upon said footpaths so far as bounding the areas of ground before disponed in the first and second places, and shall also causeway the half of the carriageways of Minto Avenue, said proposed new street first above mentioned and Spean Street so far as next to and opposite the areas of ground hereby disponed;



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(Eighth) That my said disponees and their foresaids shall maintain and uphold in good and sufficient order and repair their portion of the said walls, railings, fences, gates, bridge, streets, footpaths and common sewers in all time coming, except in so far as these or any of these may hereafter be taken over and thereafter maintained by any public or local authority; and in order that the public streets to be formed on the Estate of Pollok be formed and completed upon a proper and uniform level, my said disponees and their foresaids shall maintain and causeway the half of the said streets opposite the ground hereby disposed and any other roads or streets to be formed thereon on the level to be fixed by me or my foresaids and shall keep the same of that level in all time thereafter;

(Ninth) That the whole of the foregoing obligations regarding the buildings, walls, railings, fences, gates, bridge, streets, footpaths and common sewers shall be implemented by my said disponees and their foresaids at the sight and to the satisfaction of an arbiter to be mutually chosen;

(Tenth) That whereas it was agreed that the capital sum to paid to me in respect of my granting these presents should be estimated at Four shillings per square yard as regards the part of the area of ground before disposed in the first place extending to two acres or thereby which is or may be the site of said workshops and any additions thereto and of any other buildings not connected solely with the recreation ground aftermentioned (the word "site" immediately before mentioned being understood and held to cover not only the site proper but also all roads up to a reasonable width, open spaces and other areas which in the opinion of an arbiter to be mutually chosen pertain to the use of or are necessary to the working of said workshops and others or are nor devoted for recreation), and at Two shillings per square yard as regards the remaining parts of the area of ground before disposed in the first place



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exclusive of the alvens of the River Cart such part exclusive as aforesaid measuring six acres one rood four poles: And Whereas it is not intended at present to erect any permanent buildings on said remaining part of the area of ground hereby disposed in the first place but to use the same for recreation ground for the employees of my said disponees and in consideration thereof and of the declarations hereinafter written, I have agreed to limit the capital sum payable at the delivery hereof in respect of said remaining part to one half of the full sum due: Therefore it is hereby specially provided and declared, and my said disponees as evidenced by their executing these presents bind and oblige themselves and their foresaids that if they or their foresaids shall cease to use said remaining part of the area of ground before disposed in the first place or any part of said remaining part for recreation ground as aforesaid or shall at any time deserve to erect buildings of any kind on any part of said recreation ground other than lodges, pavilions or shelters to be sued solely in connection with said recreation ground or houses for gardens or others employed solely in attending to the same, they shall make payment to me or my foresaids an additional capital sum calculated at the rate of One shilling per square yard for each square yard of the said remaining part of the area of ground before disposed in the first place so ceasing to be used as recreation ground for the purpose aforesaid: Declaring that where buildings of any kind are erected on the said recreation ground (whether for the purpose of carrying on the business of my said disponees or for any other purpose whatever except for recreation as before mentioned) not only their sites, but also all roads, paths, open spaces, plantations, gardens and other areas which in the opinion of me or my foresaids pertain to the use or enjoyment of such buildings shall be deemed as ceasing to be used as recreation ground and paid for accordingly and said additional capital sum or sums shall be payable within one year after said recreation ground or any part thereof ceases to be used as such or the erection of buildings is commenced,



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whichever event shall first happen with interest at five per centum per annum during the non-payment and in the event of there being any difference or dispute as to any of the above matters the same shall be decided by a single arbiter to be mutually chosen.

Note 1: The said building marked "Minto Factory" and the lines marked "H, G" and "G, F" on plan I annexed and subscribed to the foregoing Disposition do not affect the subjects in this Title. Due to the quality and scale of the plan marked no. II annexed and subscribed as relative to the foregoing Disposition no references could be provided therefrom on the cadastral map.

Note 2: The line of sewer described as shown coloured blue on said plan does not affect the subjects in this Title.

- 4 Disposition by Nether Pollock Limited to Wallace Scott and Company Limited and their assignees, recorded G.R.S. (Glasgow) 1 Nov. 1927, of plot or area of ground containing 5 Acres 3 roods 8 poles or thereby, contains the following burdens:

Excepting and reserving always to us the whole coal, limestone, ironstone, freestone, sandstone, fire-clay, fossils and others metals and minerals in the ground above disposed so far as we have right thereto with liberty to work, win and carry away the same (but without entering on the surface of the said area of ground) upon paying damages that shall thereby be occasioned to the surface of the ground before disposed and buildings erected or to be erected thereon as the same shall be ascertained by a single arbiter to be mutually chosen; And reserving always to us and all others deriving right from or through us a servitude right of way through in and over the proposed mean lane when formed; Declaring further that we shall not be bound to adhere to the feuing plan of the said lands but may alter or vary the same as we may think proper;



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But the Superiors shall not be entitled to grant any feus or other rights which shall entitle the feuars or disponees to do anything that can be deemed a nuisance within two hundred yards of the subjects hereby disposed: And in respect the said area of ground has been acquired for recreation purposes, it is hereby provided and declared that the said area of ground shall be entitled maintained as an open space and utilised for recreation purposes only and as a pleasure ground for the employees of the said Wallace, Scott and Company Limited and no buildings or erections of any kind shall, except dwelling houses for employees and a pavilion or club house as aftermentioned be erected on the said area of ground, but the said Wallace, Scott and Company Limited and their foresaids may erect on the said area of ground dwelling houses, each of which shall consist of not less than three rooms and kitchen and shall be occupied by one family only of whom at least one member is in the employment of the said Wallace, Scott and Company Limited and for no other purpose whatever, and may also erect such pavilions meeting and recreation halls or rooms and offices in connection therewith as may be required for the proper use of the said area of ground as a pleasure ground, and such dwelling houses and pavilion and others shall be erected on such sites and of such materials and according to detailed plans and elevations all to be submitted to and approved of by us or our foresaids before operations are commenced; and no stable coach house or motor house shall be set down on any part of the subjects hereby disposed without written consent of us or our Factor for the time first had and obtained and no stable coach house or other offices erected on the said subjects shall be used by any persons other than the occupants of such dwelling houses and no buildings or structures erected on the said subjects shall be used for business or commercial purposes nor be let to any persons other than the occupants of said dwelling houses and no buildings shall be erected which shall exceed Forty five feet in height from the level of the ground to the ridge of the roof and no poultry shall be kept



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thereon and our said disponees shall be bound at their own expense to construct roads, paths and sewers for the service of the buildings erected or to be erected on the said subjects in conformity with specifications to be approved of in writing by us or our Factor for the time being and shall be bound to lay out the ground as ornamental and recreation grounds to be improved of in like manner and they shall also be bound within six months from the date hereof to erect and thereafter maintain along the North West by North side of said mean lane and along the remaining boundaries of the said area of ground, other than the boundaries by the River Cart, a substantial, unclimbable iron railing with appropriate gates, all of a height and style to be approved of by us or our foresaids before the same are erected, and which railing shall be erected entirely on the area of ground hereby disposed and our said disponees shall be bound when required by us to do so to form and thereafter maintain one half of said mean lane so far as ex adverso of the subjects above disposed and in the event of the whole of said proposed mean lane being formed by our said disponees the feuars of adjoining ground shall be bound to pay to our said disponees one half of the cost of forming the same so far as ex adverso of their respective feus as such cost may be ascertained failing agreement by arbitration: And in the event of the said area of ground at any time ceasing to be utilised a recreation and pleasure ground the said Wallace, Scott and Company Limited and their foresaids shall (unless we or our foresaids consent in writing to the adoption of a different procedure) only be entitled to use the area of ground above disposed for the erection of private dwelling houses with suitable offices which private dwelling houses and others shall be constructed of similar materials and shall be of the same or not inferior class, description, style and value and distance from roads and side boundaries and shall be enclosed by similar or not inferior walls, railings and fences as the private dwelling houses at present erected in Cromartie Avenue, Earlsark Avenue, Kintore Road and Lauderdale Avenue



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and all as particularly specified and contained in a Feu Contract entered into between the Commissioner for Sir John Maxwell Stirling Maxwell and George Anderson, recorded G.R.S. (Renfrew) 16 Feb. 1905; And our said disponees shall submit to us or our foresaids a ground plan showing the manner in which the said area of ground is proposed to be laid out for the erection of said dwelling houses and which ground plan shall be approved by us or our foresaids before any operations are commenced; And in the event of there being any difference or dispute as to any of the matters specified in this condition of these presents the same shall be decided by a single arbiter to be mutually chosen; and after the erection of any private dwelling houses shall be completed our said disponees shall maintain and uphold them in a proper and sufficient state of repair so as always to be of the said value, and of an equally good style of architecture in all time thereafter, and before the erection on the said area of ground of any private dwelling houses as aforesaid is commenced, detailed plans and elevations thereof shall in all cases be submitted to and approved of by us or our foresaids; And the said Wallace, Scott and Company Limited and their foresaids shall be bound at their own expense to pave the footpaths adjoining the area of ground hereby disposed and to causeway the half of the carriage way of the said roads ex adverso of the said area of ground if and when called upon to do so: And shall also be bound to maintain and uphold in good and sufficient order and repair the roads, walls, fences, railings, hedges and footpaths in all time hereafter; and in order that the public streets to be formed on the said estate may be formed and completed upon a proper and uniform level the said Wallace, Scott and Company Limited bind and oblige themselves and their foresaids to form and maintain and causeway the same on a level to be fixed by us or our foresaids and to keep the same of that level in all time thereafter all which obligations regarding buildings, walls, fences, railings, hedges, roads or streets, lane, footpaths and common sewers shall be implemented by the said Wallace,



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Scott and Company Limited and their foresaids at the sight and to the satisfaction of us or our foresaids or any engineer or architect to be named by us or them.

- 5 Deed of Servitude containing Disposition by Nether Pollock Limited to Corporation of the City of Glasgow and their successors, recorded G.R.S. (Glasgow) 11 Feb. 1957, contains the following:

A heritable and irredeemable servitude right and tolerance of free passage and use as part of the public footpath leading from Kintore Road to the proposed footbridge over the River Cart at the southern end of Sinclair Drive in all time coming in and upon ALL AND WHOLE that plot of ground containing 174 square yards or thereby Imperial Standard Measure all as delineated and shown within the boundaries coloured red on the plan annexed and subscribed as relative hereto; And we bind ourselves and our successors not to interfere with interrupt or encroach on the right of servitude hereby constituted and to leave the said servient plot of ground void and redd in all time coming in order that the same may be used as part of the said footpath; Declaring that the said Corporation of the City of Glasgow acting as aforesaid and the public generally including us and our successors shall be entitled to use in all time coming the said servient plot of ground before described as part of the said footpath in the same manner and as fully and freely and under the same conditions in every respect as any public footpath in the City of Glasgow may or can be used and that the same shall be subject to the provisions of the Glasgow Police Acts: Declaring also as it is hereby expressly provided and declared that the foregoing servitudes, restrictions and others constitute and shall continue to be in all time coming real liens and burdens upon the plot of ground above described and we bind and oblige ourselves and our successors whomsoever to insert or validly refer to the same in all future conveyances and investitures of the said



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plot of ground: Declaring further that it is a condition of our granting these presents that the said Corporation of the City of Glasgow shall (First) form and maintain at their expense the said servient plot of ground as part of the said footpath leading from Kintore Road aforesaid to the proposed footbridge over the River Cart; (Second) erect and maintain suitable fences (when called upon to do so by us or our foresaids or our or their Factor on our or their behalf), as shall be approved of in writing by us or our foresaids or our or their Factor, along the boundaries of the said servient plot of ground; and (Third) free and relieve us and our foresaids from any liability for and claims in respect of loss, injury, or damage of whatever kind which we or our foresaids may incur in consequence of the granting of said servitude right and the exercise thereof.

Note: Only a monochrome copy of the plan annexed to the foregoing deed has been submitted to the Keeper, therefore the said plot of ground within the boundaries coloured red thereon cannot be determined in relation to the subjects in this Title.

- 6 Deed of Servitude containing Disposition by Wallace Scott and Company Limited with consent to Corporation of the City of Glasgow and their successors, recorded G.R.S. (Glasgow) 12 Mar. 1957, contains the following:

WE, WALLACE SCOTT AND COMPANY LIMITED, heritable proprietors of the subjects hereinafter described DO HEREBY assign convey and dispone to and in favour of the Corporation of the City of Glasgow acting under the Glasgow Police Acts 1866 to 1956 and their successors whomsoever according to the true intent and meaning of said Acts the heritable and irredeemable servitude right and tolerance of free passage and use as part of the footpath and footbridge over the River Cart leading from Kintore Road to Sinclair Drive in all time coming in and upon ALL AND WHOLE that plot of ground containing fifty



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square yards or thereby Imperial Standard Measure bounded on the north, west north west, east south east and south by other ground belonging to us along which it extends on the north eleven feet or thereby, on the west north west forty three feet or thereby, on the east south east forty seven feet or thereby and on the south eighteen feet six inches or thereby, again on the west north west by ground belonging to Nether Pollok Limited along which it extends eight feet six inches or thereby and on the north east by the centre line of the River Cart along which it extends seven feet or thereby, all as delineated and shown within boundaries coloured green on the plan annexed and subscribed as relative hereto, which plot of ground is part of ALL AND WHOLE that plot or area of ground containing five acres three roods eight poles or thereby Imperial Standard Measure part of the lands of Newlands, part of the Estate of Pollok and lying within the said Parish and County particularly described in and disposed by Disposition by Nether Pollok Limited in our favour, recorded G.R.S. (Glasgow) 1 Nov. 1927; And we with consent foresaid bind ourselves and our successors not to interfere with interrupt or encroach on the right of servitude hereby constituted and to leave the said servient plot of ground void and redd in all time coming in order that the same may be used as part of the footpath and footbridge over the River Cart leading from Kintore Road to Sinclair Drive: Declaring that the said Corporation of the City of Glasgow acting as aforesaid and the public generally, including ourselves and our successors, shall be entitled to use in all time coming the said servient plot of ground before described as part of the said footpath and footbridge fully and freely subject to the provisions of the Glasgow Police Acts: Declaring also as it is hereby expressly provided and declared that the foregoing servitudes, restrictions and others constitute and shall continue to be in all time coming real liens and burdens upon the plot of ground above described and We with consent foresaid bind and oblige ourselves and our successors to insert or validly refer



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to the same in all future conveyances and investitures of the said plot of ground: Declaring further chat it is a condition of our granting these presents that the said Corporation of the City of Glasgow shall provide and thereafter maintain in good order and repair suitable fences on the east south east and south boundaries of the said servient plot of ground: AND FURTHER DECLARING that the said Corporation of the City of Glasgow acting as aforesaid shall by acceptance hereof bind and oblige themselves and their foresaids (one) to relieve and indemnify us the said Wallace Scott and Company Limited and our foresaids of all claims of whatever nature in connection with the maintenance and repair of the said footpath footbridge and fences and the appurtenances thereof, and (two) to relieve and indemnify us the said Wallace Scott and Company Limited and our foresaids of all claims of whatever nature arising out of the use of the said footpath footbridge and fences and the appurtenances thereof by the members of the public generally, including ourselves and our foresaids and the said Corporation of the City of Glasgow and their foresaids, including all public liability in any way connected with or arising out of the said use.

Note: The servitude right over the area delineated and shown within boundaries coloured green on the plan annexed end subscribed as relative to the foregoing Deed of Servitude lies outwith and does not affect the subjects in this Title.

- 7 Deed of Servitudes and Real Burdens, registered 17 Nov 2017, by Scottish Power plc (hereinafter called the "Proprietor", which expression shall include it successors from time to time as proprietors of the Property), contains the following:

1. DEFINITIONS AND INTERPRETATION

In this Entry



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1.1 The following words and expressions shall have the following meanings where the context so permits:

"Deed" means this Deed of Servitude;

"Parties" means the parties to this Deed;

"Property" means the subjects registered under Title Number GLA229425;

"Property One" means those subjects at Spean Street, Cathcart, Glasgow registered under Title Number GLA230298 edged blue on the cadastral map; (1) over which servitudes are to be granted in favour of Property Two i.e. in respect of which it is the burdened property and (2) which is to benefit from servitudes over Property Two, in respect of which it is the benefited property; of which that part edged brown on the cadastral map forms part.

"Property One Proprietor" means the Proprietor and its successors as proprietors of Property One.

"Property One Real Burdens" means the real burdens set out in Part 5 of the Schedule;

"Property One Servitudes" means the servitudes set out in Part 1 of the Schedule;

"Property One Servitude Conditions" means the conditions, restrictions and other stipulations set out in Part 2 of the Schedule;

"Property Two" means the subjects at Spean Street, Cathcart being the part tinted pink on the cadastral map; (1) over which servitudes are to be granted in favour of Property One i.e. in respect of which it is the burdened property and (2) which



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is to benefit from servitudes over Property One, in respect of which it is the benefited property;

"Property Two Proprietor" means the Proprietor and its successors as proprietors of Property Two.

"Property Two Real Burdens" means the real burdens set out in Part 6 of the Schedule;

"Property Two Servitudes" means the servitudes set out in Part 3 of the Schedule;

"Property Two Servitude Conditions" means the conditions, restrictions and other stipulations set out in Part 4 of the Schedule; and

"Schedule" means the Schedule annexed and executed as relative to this Deed.

1.2 The masculine gender shall include the feminine and neuter genders, the singular number shall include the plural and vice versa and references to persons shall include bodies corporate, unincorporated associations and partnerships.

1.3 References to Clauses are to Clauses of this Deed and references to paragraphs are to paragraphs within parts of the Schedule.

1.4 Headings to the Clauses and to parts or sections of the Schedule are inserted for convenience only and shall not affect the construction of this Deed.

1.5 Any obligation upon any person not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done by any person under its or their respective control and any obligation upon any person



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to do anything shall be satisfied by such person procuring that the relevant thing is so done.

1.6 The words "including", "include", "in particular" or any similar expression which follow a generality and are themselves followed by specifics, shall be construed as being illustrative only, and shall not limit the generality of the preceding phrase or generality.

1.7 The Schedule forms part of this Deed and shall have effect as if it was set out in full in the body of this Deed.

1.8 Any reference relative to the grant of any of the Property One Servitudes in favour of or for the benefit of Property Two shall be construed as including a reference to the Property Two Proprietor being entitled to allow the benefit of, or rights granted by, such Property One Servitudes to be enjoyed or exercised also by any occupiers of, visitors to, or customers of any business from time to time operated from, Property Two, or any other party authorised by the Property Two Proprietor but that as restricted by and subject to the Property One Servitude Conditions and the Property Two Real Burdens.

1.9 Any reference relative to the grant of any of the Property Two Servitudes in favour of or for the benefit of Property One shall be construed as including a reference to the Property One Proprietor being entitled to allow the benefit of, or rights granted by, such Property Two Servitudes to be enjoyed or exercised also by any occupiers of, visitors to, or customers of any business from time to time operated from, Property One, or any other party authorised by the Property One Proprietor but that as restricted by and subject to the Property Two Servitude Conditions and the Property One Real Burdens.

1.10 Where at any time two or more persons are included in the expression "Property One Proprietor" or "Property Two



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Proprietor" then obligations imposed by this Deed on the party denoted by the relevant such expression shall be binding jointly and severally on them.

2. PURPOSE

Whereas the Proprietor wishes to put in place real burdens and servitudes that are to bind Property One and Property Two to better facilitate the development and future use of Property One and Property Two and CONSIDERING it is proper and expedient to set forth and declare the various conditions, reservations, real burdens, servitudes and others which are to affect the Property, Property One and Property Two in terms of Section 4 of the Title Conditions (Scotland) Act 2003 for that purposes THEREFORE the Proprietor has decided to make this Deed.

3. SERVITUDES - IMPOSITION AND GRANT

3.1 For no consideration the Proprietor IMPOSES the Property One Servitudes on Property One (as the burdened property) for the benefit of Property Two (as the benefited property) and which imposition shall include the grant of the Property One Servitudes in favour of the Property Two Proprietor, but all as restricted by the terms of, and subject to, the Property One Servitude Conditions and the Property Two Real Burdens.

3.2 For no consideration the Proprietor IMPOSES the Property Two Servitudes on Property Two (as the burdened property) for the benefit of Property One (as the benefited property) and which imposition shall include the grant of the Property Two Servitudes in favour of the Property One Proprietor, but all as restricted by the terms of, and subject to, the Property Two Servitude Conditions and the Property One Real Burdens.

4. SERVITUDE CONDITIONS ACCEPTANCE



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4.1 The Proprietor accepts that the imposition and grant of the Property One Servitudes is restricted by the terms of, and subject to, the Property One Servitude Conditions.

4.2 The Proprietor accepts that the imposition and grant of the Property Two Servitudes is restricted by the terms of, and subject to, the Property Two Servitude Conditions.

5. PROPERTY ONE REAL BURDENS

The Proprietor IMPOSES the Property One Real Burdens, as real burdens, on Property One (as the burdened property) for the benefit of Property Two (as the benefited property).

6. PROPERTY TWO REAL BURDENS

The Proprietor IMPOSES the Property Two Real Burdens, as real burdens, on Property Two (as the burdened property) for the benefit of Property One (as the benefited property).

7. LANDS TRIBUNAL APPLICATIONS

No application shall be made, in respect of any of the Property One Servitudes or the Property One Servitude Conditions or the Property Two Servitudes or the Property Two Servitude Conditions or the Property One Real Burdens or the Property Two Real Burdens to the Lands Tribunal for Scotland under S90(1) (a)(i) or S91(1) of the Title Conditions (Scotland) Act 2003 at any time before the date occurring 5 years after the date of registration of this Deed in the Land Register of Scotland.

8. SEVERABILITY

Each provision in this Deed shall, unless the context otherwise requires, to read and construed independently of every other provision of this Deed to the intent that, if any provision



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of this Deed is held to be invalid or unenforceable for any reason, then the remaining provisions of this Deed shall, to the extent that they are not held to be invalid, remain in full force and effect; and if any provision of this Deed is held to be void or unenforceable but would if some part thereof was deleted or amended, be valid and enforceable, then such provision shall apply with such deletion or amendment as may be necessary to make it valid and enforceable.

9. STATUTORY UNDERTAKERS

There are reserved in favour of the local or public authorities and statutory undertakers and the like all necessary rights of access for the installation, repair, maintenance, cleaning and renewal of all electric and telegraphic cables, water, gas and drainage pipes, sewers, soil, waste and water supply pipes and all other cables, pipes and transmitters and other services serving any part of the Property in, through and under any part of the Property that (i) such rights are exercised by any local or public authority or statutory undertaker without any liability on the part of the Proprietor or their successors, and none of the Property One Proprietor and the Property Two Proprietor will have any claim against us or our successors and (ii) such rights shall not be exercised within the curtilage of any building (including any residential unit) which may be formed on the Property.

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING DEED OF SERVITUDES AND REAL BURDENS BY SCOTTISH POWER UK PLC

PART 1 - PROPERTY ONE SERVITUDES

1. A servitude right of pedestrian and vehicular access to and egress from Property Two over and across that part of Property One which is tinted blue on the cadastral map or such other route as is approved in terms of the Road Construction Consent



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or Consents for Property One (such part being hereinafter called the "Property One Access Route") and that from and to Inverlair Avenue, Cathcart, Glasgow, such right being for any purpose related to the residential development and residential use of Property Two and such vehicular access being for any type of vehicle.

2. A servitude right of pedestrian and vehicular access, together with contractors, equipment and materials, over, under and across such part of the Property One Access Route as necessary to allow the formation of, and the right to retain in place in all time coming, an access road or section of an access road, plus footways and street lighting such access road or section of access road, footways and street lighting being together hereinafter called the "Property One Access Road").

3. A servitude right of pedestrian and vehicular access, including construction traffic, together with contractors, equipment and materials, onto such part of the Property One Access Route which is required from time to time for the purposes of maintaining, repairing or renewing the Property One Access Road, but only to the extent that such maintenance, repairing or renewing cannot reasonably practicably be carried out by taking access only over the Property One Access Road.

4. All necessary servitude rights to install, use, retain, maintain, repair, renew, restore, upgrade and reinstate all pipes, drains, pumps, wires, lines, conduits, ducts, transmitters, cables, sewers, soil pipes, gas supply pipes, mains water supply pipes, mains electric supply cables, telephone and television cables, fibre optic cables, transmitters and connections, and all other conducting media, services and equipment ("the Property Two Services"), required for the residential development of Property Two within the Property One Access Road including rights of pedestrian and



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vehicular access over the Property One Access Road for the foregoing purposes.

5. Without prejudice to the rights under paragraph 4 of this part of the Schedule all necessary servitude rights to connect into all and any conducting and servitude media relative to the drainage system and gas supply network within Property One and thereafter use, retain, inspect, upgrade, maintain, repair and renew in all time coming the relative connecting servitude media together with such rights of pedestrian and vehicular access over, through and across such parts of Property One as are necessary in connection with the exercise of the foregoing rights.

PART 2 - PROPERTY ONE SERVITUDE CONDITIONS

1. The Property One Servitudes may only be exercised in such manner as shall cause the minimum disturbance or nuisance as is reasonably practicable to the Property One Proprietor, any other occupier of Property One.

2. The Property Two Proprietor shall indemnify the Property One Proprietor in respect of any claims, demands, expenses or liabilities incurred by, or which are made against, the Property One Proprietor as a consequence of the exercise of any of the Property One Servitudes otherwise than as permitted in terms of this Deed.

3. The Property Two Proprietor shall (1) give to the Property One Proprietor reasonable prior written notice of the intended exercise of the servitude rights set out in paragraphs 2-5 of Part 1 of the Schedule (or no notice in a case of emergency); (2) make good all physical damage caused by the exercise of such rights, as soon as reasonably practicable and all to the reasonable satisfaction of the Property One Proprietor; and (3) obtain any necessary statutory or local authority



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consents or permissions or licences for the carrying out of the relevant works and comply with all applicable statutory and local authority requirements in relation to such works.

4. The Property Two Proprietor shall only be entitled to exercise the servitude rights set out in paragraphs 2, 4 and 5 of Part 1 of the Schedule provided always that the Property Two Proprietor has agreed with the Property One Proprietor the routes of the Property One Access Road and the Property Two Services prior to the exercise of these servitude rights and also in respect of said paragraphs 4 and 5 subject to either (i) capacity existing for such servitude rights to be exercised without affecting any existing use of the same or (ii) the Property Two Proprietor upsizing at its expense the Property Two Services and/or the Property One Services including those specified in paragraph 5 of Part 1 of the Schedule to procure that capacity is provided for such servitude rights to be exercised without affecting any existing use of the same.

5. The servitude rights granted in Part 1 of the Schedule shall not be exercised through, over or under any dwellinghouse or proposed dwellinghouse or any garden ground or curtilage pertaining thereto, erected or to be erected upon Property One.

PART 3 - PROPERTY TWO SERVITUDES

1. All necessary servitude rights to install, use, retain, maintain, repair, renew, restore, upgrade and reinstate all pipes, drains, pumps, wires, lines, conduits, ducts, transmitters, cables, sewers, soil pipes, gas supply pipes, mains water supply pipes, mains electric supply cables, telephone and television cables, fibre optic cables, transmitters and connections, and all other conducting media, services and equipment ("the Property One Services"), required for the residential development of Property One within Property



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Two including rights of pedestrian and vehicular access over Property Two for the foregoing purposes.

PART 4 - PROPERTY TWO SERVITUDE CONDITIONS

1. The Property Two Servitudes may only be exercised in such manner as shall cause the minimum disturbance or nuisance as is reasonably practicable to the Property Two Proprietor, any other occupier of Property Two and any other neighbouring proprietors and occupiers.

2. The Property One Proprietor shall indemnify the Property Two Proprietor in respect of any claims, demands, expenses or liabilities incurred by, or which are made against, the Property Two Proprietor as a consequence of the exercise of any of the Property Two Servitudes otherwise than as permitted in terms of this Deed.

3. The Property One Proprietor shall (1) give to the Property Two Proprietor reasonable prior written notice of the intended exercise of the servitude rights set out in paragraph 1 of Part 3 of the Schedule (or no notice in a case of emergency); (2) make good all physical damage caused by the exercise of such rights, as soon as reasonably practicable and all to the reasonable satisfaction of the Property Two Proprietor; and (3) obtain any necessary statutory or local authority consents or permissions or licences for the carrying out of the relevant works and comply with all applicable statutory and local authority requirements in relation to such works.

4. The Property One Proprietor shall only be entitled to exercise the servitude rights set out in paragraph 1 of Part 3 of the Schedule provided always that the Property One Proprietor has agreed with the Property Two Proprietor the routes of the Property One Services prior to the exercise of these servitude rights.



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5. The servitude rights granted in Part 3 of the Schedule shall not be exercised through, over or under any dwellinghouse or proposed dwellinghouse or garden ground or curtilage pertaining thereto (where owned exclusively or in common), erected or to be erected upon Property Two.

PART 5 - PROPERTY ONE REAL BURDENS

1. The Property One Proprietor shall maintain the Property One Access Road in good order and repair in all time coming which shall include maintaining, cleaning, repairing and reinstating the road surface to a reasonable standard, and keeping the landscaped and grassed areas on the verges appropriately cut and tended and in a neat and tidy condition all to the reasonable satisfaction of the Property Two Proprietor.

2. The Property One Proprietor shall be obliged to ensure that adequate measures are taken to protect any underground drainage installed or to be installed in the Property One until such drainage is adopted by the relevant statutory undertaker.

PART 6 - PROPERTY TWO REAL BURDENS

1. The Property Two Proprietor shall be obliged to ensure that adequate measures are taken to protect any underground drainage installed or to be installed in the Property Two until such drainage is adopted by the relevant statutory undertaker.

2. The Property Two Proprietor shall pay to the Property One Proprietor, within 14 days of demand from time to time a 40% share of the costs properly and reasonably incurred by the Property One Proprietor in complying with the obligations of



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the Property One Proprietor in terms of paragraph number 1 of Part 5 of the Schedule.

- 8 Disposition by BDW Trading Limited ("the Seller") to FM Cathcart Limited and its successors and assignees, registered 30 May 2018, of that part edged brown on the cadastral map (hereinafter referred to as "the Disposed Property"), contains the following real burdens, servitudes and servitude conditions:

Part 1: Interpretation

In this Entry:-

"The Retained Property" means the subjects at Spean Street, Cathcart, Glasgow being the subjects presently undergoing registration under Title Number GLA230298 (Application Number 17GLA42190) under exception of the Disposed Property.

"The Retained Property Servitudes" means the servitudes imposed on the Disposed Property in favour of the Retained Property, created in Part 2 of this Entry;

"The Date of Entry" is 11 May 2018.

"The Proprietors of the Disposed Property" is as defined in the foregoing Disposition.

"The Proprietors of the Retained Property" means the Benefited Proprietors.

"The Benefited Proprietors" mean BDW Trading Limited and their successors or assignees whomsoever entitled to the Retained Property or any part thereof.



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"The foregoing Disposition" means the foregoing Disposition by BDW Trading Limited in favour of FM Cathcart Limited.

"Planning Consent" means the planning consent issued by Glasgow City Council (Reference 16/02343/DC) a copy of which is annexed and signed as relative hereto.

"Service Media" means all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services or supplies and utilities and all structures and all pipes, cables, drains, sewers, conduits, transmitters, machinery and equipment ancillary to those media.

Part 2: Servitudes affecting the Retained Property

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

1. There is reserved to the Proprietors of the Retained Property a heritable and irredeemable servitude right to use for the supply of Service Media servicing the Retained Property, if any, which are so used lying within the Disposed Property together with a servitude right of access for all necessary purposes including without prejudice to the foregoing generality access over, through and across the Disposed Property for installation, use, inspection, maintenance, repair and renewal of the same.

2. All necessary servitude rights to install, use, retain, maintain, repair, renew, restore, upgrade and reinstate Service Media for the residential development of the Retained Property within the Disposed Property including rights of pedestrian and vehicular access over, through and across the Disposed Property for the foregoing purposes.



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3. The right of the Proprietors of the Retained Property to carry out the Landscaping Works (as defined in Part 4 of this Entry) by themselves or by others authorised by them and to take all necessary rights of access over the Disposed Property for said purposes.

Part 3: Servitudes Conditions affecting the Disposed Property

The following servitude conditions are imposed on the Retained Property in favour of the Disposed Property:

The Proprietors of the Retained Property will:-

a. make good on demand all damage caused to the Disposed Property by reason of the exercise of the Retained Property Servitudes by the Proprietors of the Retained Property or their tenants, agents, employees, workmen and others authorised by them from time to time, to the reasonable satisfaction of the Proprietors of the Disposed Property;

b. procure that the Retained Property Servitudes are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to the Proprietors of the Disposed Property and their tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers and procure that pipes, machinery and equipment relative to the Service Media shall be laid in the least burdensome way having regard to the use of the Disposed Property and must not be laid without the prior consent from the Proprietors of the Disposed Property, which consent shall not be unreasonably withheld or delayed; and

c. indemnify the Proprietors of the Disposed Property in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the



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Retained Property Servitudes by the Proprietors of the Retained Property.

d. Give reasonable prior written notice to the Proprietors of the Disposed Property of any alleged breach of the terms of the Planning Report relating to the Landscaping Works to enable them to rectify said breach before taking the access required by the Proprietors of the Retained property to carry out the Landscaping Works.

Part 4: Real Burdens affecting the Disposed Property

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

1. The Proprietors of the Disposed Property shall be bound to plant/construct/put in place all necessary landscaping required in terms of the Planning Consent and in the timescales specified in the Planning Consent ("the Landscaping Works") and thereafter maintain the same to comply with the Planning Consent as the same may be amended or varied from time to time all to the satisfaction of the Proprietors of the Retained Property which failing the Proprietors of the Retained Property will have a right to carry out the said works by themselves or by others authorised by them and the Proprietors of the Retained Property shall be entitled to recover the duly vouched and reasonable costs thereof from the Disposed Property Proprietor.

Under declaration that no application may be made to the Lands Tribunal of Scotland under Section 90(1)(i)(a) of the Title Conditions (Scotland) Act 2003 in respect of the title conditions created in terms of this Disposition for a period of five years after the creation of the title condition.



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Note: The Planning Consent as defined in the foregoing Disposition is incorporated into this Title Sheet in terms of section 10(3)(a) of the Land Registration etc. (Scotland) Act 2012.

- 9 Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, registered 13 Jun. 2018 between Glasgow City Council (hereinafter referred to as the "Planning Authority") and FM Cathcart Limited (who, and in substitution therefor, whose successors in title to the Subjects, are hereinafter referred to as the "Proprietor") with the consent of Aldermore Bank Plc (hereinafter referred to as "the Heritable Creditor") in the following terms:

WHEREAS:-

(One) the said Glasgow City Council is the Planning Authority for the City of Glasgow for the purposes of the Act; and

(Two) the Planning Authority is entitled in terms of Section 75 of the Act to enter into an obligation in respect of land in its district for the purpose of restricting or regulating the development or use of the land, either permanently or during such period as may be specified in the instrument by which the obligation is entered into; and

(Three) the Proprietor is the heritable proprietor of the Subjects;

(Four) the Proprietor is the heritable proprietor of the Subjects and has granted a Standard Security over the Subjects in favour of the Heritable Creditor which Standard Security is dated 23rd March 2018

(Four) the Proprietor has in respect of the Subjects made the Application in respect of the Development; and



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(Five) the Glasgow City Development Plan Policy CDP12 identifies the items for which developer contributions will be sought. This includes open space and public realm provision. Interim Planning Guidance IPG12 sets out a methodology for determining when contributions will be required and how they will be calculated;

(Six) the Development does not comply in full with IPG12 and in order to enable the Planning Authority's provision of new open space and/or of the maintenance of existing open space and/or area of public realm the Proprietor shall be obliged to make a financial contribution with CDP12 and IPG12 which financial contribution is the Open Space Contribution as hereinafter defined; and

(Seven) the Planning Authority, subject to various conditions and to other considerations, is minded to grant the Permission; and

(Eight) in order that the Development may be regulated so as to comply with IPG12 and to facilitate the payment of the said financial contribution in a manner acceptable to each of the Planning Authority and the Proprietor require to enter into this Agreement in terms of Section 75 of the said Act.

(Nine) the consenter, in respect of the interest which the Consenter has in the Subjects, consents to this Agreement.

NOW THEREFORE the Planning Authority and the Proprietor with the consent and concurrence of the Heritable Creditors agree (i) to enter into this Agreement; and (ii) that the terms of this Agreement shall be binding on the Planning Authority and the Proprietor from the last date of execution hereof; and (iii) that the terms of this Agreement are as follows:-



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1 Definitions

In this Agreement (including the foregoing preamble) where the context so admits the following expressions shall have the meanings set opposite to them:-

Act means the Town and Country Planning (Scotland) Act 1997 as the same may be varied or amended from time to time;

Agreement means this Agreement and any deed or document subsequently entered into between the Parties which is expressed to be supplemental to or a variation of this Agreement;

Application means the application in respect of the Development to the Planning Authority numbered 17/00605/DC for permission in terms of the Act;

Application Form means an application form for the registration of a deed in the Land Register of Scotland;

Commercial Unit means those parts of the Development comprising the 2 commercial units;

Glasgow City Development Plan: means the Council's adopted Local Plan for the City of Glasgow, 2017 adopted by the Council in accordance with the Act on 29 March 2017;

Date of Material Operation means either the date intimated to the Planning Authority in accordance with the provisions of Clause 3.2 hereof, which failing the date determined by the Planning Authority in accordance with the provisions of Clause 3.2 hereof;

Development means the development comprising the erection of Conversion of office buildings (Class 4) to residential (127



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units), 2 commercial units (Class 1 and Class 3) associated alterations including erection of rooftop extension, parking and associated works at the Subjects in accordance with the Permission;

Instalment 1 means part of the Open Space Contribution comprising the sum of FORTY SIX THOUSAND AND EIGHT HUNDRED POUNDS (£46,800) STERLING;

Instalment 2 means part of the Open Space Contribution comprising the sum of FORTY SIX THOUSAND AND EIGHT HUNDRED POUNDS (£46,800) STERLING;

Instalment 3 means part of the Open Space Contribution comprising the sum of FORTY SIX THOUSAND AND EIGHT HUNDRED POUNDS (£46,800) STERLING;

Instalment 4 means part of the Open Space Contribution comprising the sum of FORTY SIX THOUSAND AND EIGHT HUNDRED POUNDS (£46,800) STERLING;

Instalment 5 means part of the Open Space Contribution comprising the sum of FORTY SIX THOUSAND AND EIGHT HUNDRED POUNDS (£46,800) STERLING;

IPG12 means the Interim Planning Guidance IPG12: Delivering Development issued to support Policy CDP12 of the Glasgow City Development Plan dated February 2017 and includes such planning guidance as is substituted for or replaces said Interim Planning Guidance, a copy of which forms Part III of the Schedule;

Keeper means the Keeper of the Land Register of Scotland;

Material Operation means the initiation of development of land in accordance with Section 27(4) of the Act;



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Open Space Contribution means TWO HUNDRED AND THIRTY FOUR THOUSAND POUNDS (£234,000) STERLING;

Parties means the Planning Authority and the Proprietor and the Heritable Creditor;

Permission means the planning permission for the Development pursuant to the Application in the event of its being granted and subject to conditions (if any) as may be imposed on it by the Planning Authority and in the event of there being any variation or variations approved by the Planning Authority of the said planning permission and/or the drawings referred to therein the term 'Permission' shall be the said planning permission as so varied;

Policy CDP12 means the Council's policy as contained in the Glasgow City Development Plan, which among other things aims to ensure that new development contributes to improving the City's environment. A copy of Policy CDP12 forms Part I of the Schedule;

Prescribed Rate means interest at the rate of 4% per annum above the base lending rate (or such substitute rate as may be promulgated from time to time) from time to time of The Royal Bank of Scotland plc;

Residential Unit means any property constructed on the Subjects for which planning permission is granted and designed for residential use of any sort and which term may apply individually or to a ground of such units whether divided from one another either vertically or horizontally;

Schedule means the schedule comprising four parts annexed and executed as relative to this Agreement;



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Subsequent Owners means any successors in title of the Proprietor to the whole or any part of the Subjects and any other person who is at anytime either (a) an owner (as that term is defined in Section 75 (10) of the Act) of the whole or any part of the Subjects or (b) a heritable creditor who enters into lawful possession of the whole or any part of the Subjects:

Subjects means the subjects more fully described in the Schedule Part I;

Value Added Tax means value added tax or any other similar tax replacing the same or in addition thereto at the rate prevailing from time to time; and

Working Day means any day, excluding Saturdays and Sundays and Council public holidays, during which the Scottish clearing banks in Glasgow are open for business.

2 Statutory Authorities

2.1 The obligations contained in Clause 3 are made under Section 75 of the Act and are planning obligations for the purposes of the Act and are enforceable by the Planning Authority.

2.2 If any provision of this Agreement is held to be invalid or illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.

3 Open Space Contribution

3.1 The Proprietor shall pay the Open Space Contribution to the Planning Authority in accordance with the provisions of this Agreement;



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3.2 Before the Material Operation is effected at the Subjects following the Permission, the Proprietor shall intimate in writing to the Planning Authority the Date of Material Operation, being the anticipated date of the effecting of such Material Operation at the Subjects, and shall intimate the same in writing to the Planning Authority and in the event of such intimation not being made timeously before the date of effecting of the Material Operation at the Subjects, the Planning Authority shall intimate in writing to the Proprietor the Date of Material Operation, the Planning Authority being entitled to intimate retrospectively the Date of Material Operation;

3.3 The Open Space Contribution shall be paid in 5 instalments as follows:-

3.3.1 Instalment 1 shall be paid by the Proprietor to the Planning Authority on the Date of Material Operation, time being of the essence; and

3.3.2 Instalment 2 shall be paid by the Proprietor to the Planning Authority on the first anniversary of the Date of Material Operation, time being of the essence;

3.3.3 Instalment 3 shall be paid (or shall be procured to be paid) by the Proprietor to the Planning Authority on the second anniversary of the Date of Material Operation, time being of the essence;

3.3.4 Instalment 4 shall be paid (or shall be procured to be paid) by the Proprietor to the Planning Authority on the third anniversary of the Date of Material Operation, time being of the essence;



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3.3.5 Instalment 5 shall be paid (or shall be procured to be paid) by the Proprietor to the Planning Authority on the fourth anniversary of the Date of Material Operation, time being of the essence;

3.4 The Planning Authority shall be entitled to select that any payment to be made as hereinbefore provided shall be made by direct transfer into an account nominated by the Planning Authority the details of which the Planning Authority shall be obliged to intimate to the Proprietor.

4 Application of the Open Space Contribution by the Planning Authority

The Planning Authority shall either apply or procure the application of the Open Space Contribution for the provision, enhancement and maintenance of facilities in accordance with the standards set out in the Policy CDP12 and IPG12.

5 Late payment

In the event of there being a failure by the Proprietor to pay in full any sum or sums due under this Agreement on the due date for payment, interest at the Prescribed Rate will accrue on any sum or sums outstanding from in each instance the due date for payment thereof until payment in full thereof (including interest).

6 Planning Authority's obligation to use the Open Space Contribution

Subject to the proviso hereinafter referred to in this clause 6, in the event of the Planning Authority not within five years of the later of (i) the date of final completion of the Development (as shall be evidenced by the issuing of the final completion certificate in respect of the last part of



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the Development) and (ii) the date of receipt by the Planning Authority of the Open Space Contribution and all other sums due hereunder disbursing or allocating to specific identified works the Open Space Contribution or any part thereof then the Planning Authority shall be obliged to reimburse to the Proprietor such proportion of the Open Space Contribution as has not been so disbursed or allocated and that without interest: But that subject to the proviso that in the event that the Planning Authority has allocated all or part of the Open Space Contribution to the creation of new and/or the maintenance existing facilities for open space and/or areas of public realm, no time limit shall apply and no proportion thereof shall be capable of reimbursement to the Proprietor.

7 Obligations on Proprietor in relation to title

7.1 The Proprietor shall not assign, burden, dispone, lease, convey, grant a security or charge over, or otherwise dispose of the Proprietor's interest in the Subjects or any part thereof prior to the registration of these presents in the Land Register of Scotland without the prior written consent of the Planning Authority.

7.2 Prior to the submission of the application for registration of this Agreement in the Land Register of Scotland, the Proprietor shall exhibit to the Planning Authority:

7.2.1 a legal report brought down to a date as near as practicable to settlement which report will show:-

(a) no entries adverse to the Proprietor's interest in the Subjects;

(b) no entries adverse to this Agreement;



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7.2.2 searches in the register of charges and company file of the Proprietor including a search to identify the directors and the secretary of the Proprietor as at the date of signing the Agreement) from the date of its incorporation or the date of inception of the register (whichever is the later) brought down:-

(a) as near as practicable to the date of signing of this Agreement; and

(b) within 3 months following submission of this Agreement for registration in the Land Register of Scotland, to a date at least thirty-six days after the Keeper's acknowledgement of receipt of the application for registration of this Agreement

in both cases disclosing no entry prejudicial to this Agreement or to the Planning Authority's interest;

7.3 The Proprietor shall submit the fully signed Agreement, together with an Application Form in respect thereof (prepared and signed by the Planning Authority as 'the Applicant'), for registration in the Land Register of Scotland within fourteen days of receipt from the Planning Authority. In the event of the Agreement not being submitted for registration within 14 days of receipt, the Proprietor shall not submit the Agreement for registration until the Planning Authority has confirmed that the questions answered on the Application Form are still correct. The Proprietor shall provide such information as requested by the Planning Authority to enable it to be satisfied (as to which it shall be the sole judge) that the answers on the Application Form are still correct, and in the event that any of the answers have changed, the Proprietor shall return the Application Form to the Planning Authority.



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7.4 Following the submission of the application for registration of this Agreement in the Land Register of Scotland, the Proprietor shall exhibit a Continuation Legal Report in respect of the Subjects disclosing the application for registration of this Agreement and nothing prejudicial thereto (as to which the Planning Authority shall be the sole judge).

7.5 The Proprietor shall deliver, on demand from time to time and at the Proprietor's expense, such documents and evidence as the Keeper may require to enable the Keeper to update the Title Sheet of the Subjects to disclose this Agreement. If the application for registration of this Agreement is rejected by the Keeper, the Proprietor will co-operate with the Planning Authority and, as soon as reasonably practicable and in any event no later than 10 Working Days from the date of such rejection, at the Proprietor's expense, do such acts and things, execute such deeds and documents and deliver such documents and evidence, as are required to enable the application to be re-submitted for registration in the Land Register of Scotland and for the Keeper to update the Title Sheet of the Subjects to disclose this Agreement.

7.6 Failure by the Proprietor to comply with the terms of Clauses 7.1 - 7.5 shall constitute a material breach of this Agreement and shall entitle the Planning Authority to revoke the Permission in terms of Clause 8 hereof.

8 Transfer of Development and subsequent Liability

Provided always that for the purposes of Section 75C of the Act no person shall be liable for the performance of or any breach of any obligation after they have disposed of their interest in the Subjects or the relevant part thereof save in relation to any obligation or breach subsisting prior to disposing of such interest. In addition the terms of this Agreement will



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not be binding on any individual bona fide (i) owner of any Residential Unit, or land associated with any Residential Unit on the Subjects, or (ii) tenant of a Commercial Unit (with or without any land associated with any Commercial Unit) under a lease of less than 25 years at market rent and granted without a premium, but the liability of the Proprietor and/or Subsequent Owner will continue notwithstanding such sales. The terms of this Agreement will not be enforceable against any entities in their capacity as a registered proprietor of any electricity sub-stations, gas governor, pumping stations or SUDs points within the Subjects.

9 Nature of obligations

The conditions in Clauses 3 and 5 (interpreted in accordance with the definitions contained in Clause 1) are hereby deemed to be real conditions on and affecting the Subjects and this Agreement and the whole terms thereof shall be enforceable at the instance of the Planning Authority against the Proprietor determined in accordance with the provisions of this Agreement; For the avoidance of doubt and without prejudice to any other remedy that may be available to the Planning Authority at law, remedies of interdict, specific implement and reduction shall, where appropriate, be available to the Planning Authority. Without prejudice to any other right or remedy available to the Planning Authority, failure by the Proprietor to comply with such order shall entitle the Planning Authority to revoke the Permission in terms of Section 65 of the Act and to discontinue the Permission in terms of Section 71 of the Act and the Proprietor consent to any revocation of the Permission in terms of Section 67 of the Act and consent to a Discontinuance Order being made in terms of Section 71 of the Act.

10 Arbitration



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In the event of any dispute or difference between the parties to this Agreement arising as to the true effect or meaning of this Agreement or the implementation of any of the provisions contained hereunder or any matters arising from this Agreement the matter may be referred for the purpose of arbitration to a person to be agreed upon by the parties or their foresaids or, failing agreement within twenty (20) Working Days after any such party has given to the other a written request to concur in the appointment of an arbitrator, a person to be appointed on the request of any party by the President of the Law Society of Scotland for the time being. The arbitrator shall receive submissions from the parties within twenty (20) Working Days of this appointment and shall undertake as a condition of his appointment to issue his decision within forty (40) Working Days of the date of his appointment. The decision of the arbitrator (including any award of expenses) shall be final and binding on the parties notwithstanding the terms of Rules 41 and 69 of The Scottish Arbitration Rules forming Schedule 1 of the Arbitration (Scotland) Act 2010, the terms of which are hereby expressly excluded.

11 Notices

All notices which require to be given in terms of this Agreement shall be in writing and shall be deemed to be sufficiently served if signed by or on behalf of the party issuing the notice and sent by pre-paid recorded delivery or registered post addressed:

11.1 In the case of the Planning Authority, to the Planning Authority at 231 George Street, Glasgow or to such other address as the Council may have notified the other parties previously in writing;

11.2 In the case of FM Cathcart Limited at its registered office/at his/her address as specified above and, for



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subsequent persons or entities with an interest in the Subjects (if a body corporate) at its registered office or head office, or (if an individual) at his last known address in the United Kingdom or (if a partnership) to the partnership and any one or more of the partners thereof at its last known principal place of business in the United Kingdom or (in any case) at such address as the heritable proprietor of the Subjects may have notified in writing to the other parties, and any such notice shall be deemed to have been served on the second business day after the date on which the same was posted (excluding weekends and public and statutory holidays).

12 Miscellaneous

12.1 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.

12.2 References to statutes, regulations, orders, delegated legislation shall include, where the context so permits, any such instrument re-enacting or made pursuant to the same power.

12.3 References to the singular include the plural and references to any gender include all genders.

12.4 In the event of the Proprietor comprising more than one person or legal entity the obligations contained herein shall be binding on each of such parties jointly and severally.

13 Payment to Planning Authority

The Proprietor will pay on the last date of execution of this Agreement all proper and reasonably incurred legal charges and expenses together with VAT and outlays incurred by the Planning Authority in connection with the preparation of, and all matters provided for in this Agreement including inter



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alia the dues of registering the same in the Land Register of Scotland and in the Books of Council and Session and of obtaining two extracts thereof one of which will be for the use of the Planning Authority and any expenses in relation to discharge or amendment of this Agreement or of any previous Agreement between the parties in this Agreement.

14 Laws of Scotland

This Agreement shall be construed in accordance with the Laws of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

15 Consent to registration

And the parties hereto consent to the registration hereof for preservation and execution.

Schedule

Part I

ALL and WHOLE that area of ground at Spean Street shown hatched brown on the cadastral map, which subjects form PART and PORTION of (PRIMO) ALL and WHOLE that area of ground extending to 2.88 acres or thereby at Spean Street Cathcart, more particularly described in, disposed by and shown delineated in blue on the plan annexed and signed as relative to the Disposition by Helical Bar (Cathcart) Limited in favour of FM Cathcart Limited and which area of ground is presently undergoing registration in the Land Register of Scotland under Title Number GLA230299; and (SECUNDO) ALL and WHOLE that area of ground extending to approximately 630 square metres or thereby at Speak Street, more particularly described in, disposed by and shaded blue on the plan annexed and signed as relative to the Disposition by, BDW Trading Limited in favour



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of FM Cathcart Limited and which area of ground is presently undergoing registration and amalgamation in the Land Register of Scotland under Title Number GLA230299 and which subjects (PRIMO) and (SECUNDO) comprise part and portion of ALL and WHOLE the subjects presently undergoing registration in the Land Register of Scotland under Title Number GLA229425 which said subjects undergoing registration under the last mentioned Title Number comprise (FIRST) ALL and WHOLE those subjects more particularly described in the Disposition by Sir John Maxwell Stirling Maxwell of Pollok in favour of Wallace Scott & Company Limited dated the Twenty second and Twenty third both days of April and recorded in the Division of the General Register of Sasines applicable to the County of the Barony and Regality of Glasgow for publication ad also in the Books of the Lords of Council and Session for preservation on the Fourteenth day of May all in the year Nineteen hundred and fifteen; (SECOND) ALL and WHOLE the subjects more particularly described in the Disposition by Nether Pollok Limited in favour of Wallace Scott & Company Limited dated Sixth and Thirteenth both days of October and recorded in the said Division of the General Register of Sasines applicable to the County of the Barony and Regality of Glasgow for Publication and also in the Books of the Lords of Council and Session for Preservation on the First day of November all in the year Nineteen hundred and Twenty seven, but excepting therefrom ALL and WHOLE the subjects disponded and more particularly described in Reconveyance by Wallace Scott & Company Limited in favour of the said Nether Pollok Limited dated the Eighth and recorded in the said Division of the General Registers of Sasines applicable to the Barony and Regality of Glasgow on the Ninth both days of July Nineteen hundred and fifty four; (THIRD) ALL and WHOLE the subjects more particularly described in the Disposition by Nether Pollok Limited in favour of Wallace Scott & Company Limited dated the First and recorded in the said Division of the General Register of Sasine applicable to the County of the Barony and Regality of Glasgow on the Twenty eight both days



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of February Nineteen hundred and twenty nine; (FOURTH) part and portion of ALL and WHOLE the subjects dispond and more particularly described in the Disposition by Nether Pollok Limited in favour of South of Scotland Electricity Board dated Twenty third of July and recorded in the Division of the General Register of Sasines on Nineteenth of August in the year Nineteen hundred and Sixty eight, under exception of ALL and WHOLE the subjects described in the Disposition by South of Scotland Electricity Board in favour of Weir Pumps Limited dated Seventeenth of March and recorded in the said Division of the General Register of Sasines on the Fourth of July Nineteen hundred and Eighty; and (FIFTH) ALL and WHOLE the subjects dispond and more particularly described in the Disposition by The City of Glasgow District Council in favour of South of Scotland Electricity Board dated the second of June and recorded in the said Division of the General Register of Sasines on the twentieth of July nineteen hundred and eighty one

Part II

Glasgow City Development Plan

Policy CDP12 - Delivering Development

CDP 12 Delivering Development

Context

As Glasgow changes through regeneration, it is important that the City's infrastructure is capable of both absorbing the impact of new development, and of providing the facilities that people who live and work in these areas would expect. Many of these requirements should be designed into the development. Where off-site facilities or infrastructure are required, development contributions can play a role.



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Delivering Development

The policy context for development contributions is provided by Circular 3/2012 Planning Obligations and Good Neighbour Agreements. This sets out the policy tests that should be applied when considering whether development contributions may be an appropriate mechanism to use to enable development.

Planning obligations made under section 75 of the Town and Country Planning (Scotland) Act 1997 (as amended) should only be sought where they meet all of the following tests:

-necessary to make the proposed development acceptable in planning terms (paragraph 15);

-serve a planning purpose (paragraph 16) and, where it is possible to identify infrastructure provision requirements in advance, should relate to development plans;

-relate to the proposed development either as a direct consequence of the development or arising from the cumulative impact of development in the area (paragraphs 17-19);

-fairly and reasonably relate in scale and kind to the proposed development (paragraphs 20-23); and

-be reasonable in all other respects (paragraphs 24-25).

In preparing its approach to delivering development, the Council has recognised the limits set by these legal tests, the impact of current market conditions on development viability, and the need to put the Placemaking Principle at the centre of how development is enabled and how it integrates with its environment. As a result, the Council has focused its attention only on those elements of social, environmental or physical



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infrastructure that are required: (a) to make the development function; and (b) to mitigate the most significant impacts of development on the City's resources.

Aims

This policy aims to ensure that development contributes to a sustainable, economically successful City, through the provision of reasonable infrastructure and facilities that are necessary to mitigate the impact of change on Glasgow's resources, and that are appropriate to both the nature of the development and its location. Through an approach which is informed by a full understanding of the site, and of the potential impact that the development will have, the Council aims to meet The Plan's objectives of: re-shaping Glasgow's employment locations for a changing economy; providing high quality, accessible, residential environments and town centres; connecting to the green network; improving transport provision; finding climate change and drainage solutions for the City; as well as meeting our aspirations for enhanced nature and biodiversity.

CDP12 Delivering Development

The Council will require developers to undertake an assessment of the proposal site and its surroundings (according to the approach set out in CDP 1 - Placemaking Principle and associated Supplementary Guidance) in order to determine the need for, and the proposed response to, the requirements specified below in this policy. In some cases, it will be appropriate to incorporate these within the development. In other circumstances, the best solution may be to take advantage of opportunities outwith the site, or to meet these requirements through the payment of a financial contribution or the transfer of land. The assessment should also include where appropriate (on a confidential basis) a programme for the



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delivery of these requirements, and details of how this will impact on development phasing and the developer's cash flow.

On the basis of this assessment, developers are required to make specific provision relating to the proposed development to address the following matters:

City-wide

1. Open Space - quantitative or qualitative deficiencies in open space provision or access to open space (according to the standards and priorities identified by the Glasgow Open Space Strategy)

a. Class 9: Residential (10 units or more)

b. Purpose-built student accommodation

2. Surface water drainage and flood management requirements, either as part of the development or in relation to a wider project identified within a Surface Water Management Plan or elsewhere (all development)

3. Transport needs (including active travel solutions and public transport infrastructure and facilities)

Clyde Fastlink

4. All development within the Developer Contribution Zone of the Clyde Fastlink Proposed Route.

City Centre

5. Open Space and Public Realm - quantitative or qualitative deficiencies in open space and public realm provision or access



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to open space and public realm (according to the standards and priorities identified by the Open Space Strategy)

a. Class 9: Residential (10 units or more)

b. Class 1: Retail (greater than 2,000 square metres gross floor area);

c. Class 4: Office (greater than 2,000 square metres gross floor area);

d. Class 11: Assembly and Leisure (greater than 2,000 square metres gross floor area)

e. Purpose-built student accommodation

Over and above these obligations, individual assessments will be required to identify the impacts arising from development and the mitigation required in the following areas identified in the Plan, or in locations considered to be acceptable in principle:

1. Gartloch/Easterhouse Community Growth Area, Transformational Regeneration Areas, and Proposed Additions to Land Supply (see Policy and Proposals Map)

2. Economic Development locations (see Policy and Proposals Map) where significant change is anticipated or proposed

3. Network of Centres (see Policy and Proposals Map) or sequentially preferred locations

4. Strategic Development Framework (SDF) Areas, River Clyde Development Corridor SDF, (see figure 9 -Sustainable Spatial Strategy);



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5. Local Development Frameworks (see Figure 9 -Sustainable Spatial Strategy); and
6. Fastlink Proposed Route (see Figure 20).

Detailed aspects of these requirements, including: calculations for financial contributions; legal agreements; and timing and phasing of payments, methodology and justification for the Fastlink Proposed Route Developer Contribution assessments are set out in Supplementary Guidance (see Figure 20).

This policy should be read in conjunction with those on the Placemaking Principle, Sustainable Transport, Meeting Housing Needs, Greenbelt and Green Network, and Water Environment, and in conjunction with the Action Programme where applicable.

Part III

Glasgow City Development Plan

IPG12 - Delivering Development

Note: Part III of the Schedule to the foregoing Disposition is incorporated into this Title Sheet in terms of section 10(3) (a) of the Land Registration etc. (Scotland) Act 2012.

- 10 Deed of Conditions, registered 26 Feb. 2020, by FM Cathcart Limited, proprietor of the Development, contains the following community burdens &c.:

1 Definitions and Interpretation

1.1 In this Deed the following words shall have the following meanings:



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1.1.1 "Access Roads" means the roads constructed or to be constructed within the Development shown tinted pink on the Plan;

1.1.2 "Amenity Land" means any one or more of the areas formed or to be formed, landscaped or to be landscaped within the Development, the purpose or intention of which is for the benefit, amenity or use of all the Proprietors within the Development, being the areas shown tinted green on the Plan, together with any play and other equipment, landscaping features, planting, sculptures, lighting, walls, fences, gates and any other erections or installations thereon, under exception of the footbridge over that part of the White Cart Water shown tinted green on the Plan;

1.1.3 "Block" means a block of Flats and Commercial Units, if any, within the Development including the relevant Block Common Parts;

1.1.4 "Block Common Parts" means either the Cathcart House Common Parts or the East Block Common Parts;

1.1.5 "Car Parking Spaces" means the external car parking spaces formed or to be formed at ground level in various locations within the Development and shown tinted blue on the Plan;

1.1.6 "Cathcart House" means the westernmost block of Flats and, if any, Commercial Units within the Development, known as Cathcart House, which definition includes the Cathcart House Common Parts;

1.1.7 "Cathcart House Common Parts" means in relation to Cathcart House (a) the solum on which Cathcart House is erected; (b) the foundations; external walls (excluding any windows, window frames, doors or doorframes therein and



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any external balcony/terrace/walkway exclusively serving or pertaining to any Flat, all of which shall belong to the owners of the Flat or Commercial Unit concerned); any structural, loadbearing part of Cathcart House, including without limitation to the foregoing generality, all structural, loadbearing walls, beams, frames, ceilings or floors; the roof of Cathcart House including the roof space (but excluding (i) any roof terrace exclusively pertaining to any Flat, (ii) any part of the roof space contained within or forming part of any Flat, and (iii) any solar panels attached to the roof of Cathcart House); (c) the relevant Common Television Facilities; (d) the rhones, gutters and downpipes serving Cathcart House and all Service Media serving Cathcart House and not exclusively serving any Flat (except in so far as provided and I maintained by any Statutory Undertaker); (e) the open, landscaped, central communal courtyard area, formed at ground level and shown edged blue on the Plan, including any paths, erections, play apparatus, seating, planting, landscaping, lighting, erections and installations thereon; (f) any external lighting serving Cathcart House and not exclusively serving a Flat or Commercial Unit; (g) any common services cupboards/rooms, plant rooms, store cupboards, cleaning stores, other stores and areas of common service (but excluding any stores or areas which may be exclusively conveyed to Flat Owners or Commercial Unit Owners); (h) any common bin stores; (i) the common entrance doors and steps, if any, to Cathcart House; common entrance halls; common passages, stairways, walkways, steps, landings and railings; internal doors and door frames (except in so far as any door serves a single Flat or Commercial Unit which door and the doorframe thereof shall be the exclusive property of the relevant Flat Owner or the Commercial Unit Owner); the common stairways', landings', walkways' and passages' walls (only to the mid line thereof when any such wall is be bounded by a Flat or Commercial Unit, the remaining half of the said wall being the exclusive property of the Flat Owner or the Commercial Unit Owner of



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the relevant Flat or Commercial Unit); the common stairways', passages', walkways' and landings' windows and window frames, except in so far as any window and window frame exclusively serves a Flat or Commercial Unit; the common stairways', passages', walkways' and landings' lighting; any communal door entry systems, security systems and fire-fighting systems and equipment; (j) the Cathcart House Lift and Cathcart House Lift Common Parts; (k) any cycle stores and cycle racks; and (l) all other items or things which are of common service to the Flats and Commercial Units in Cathcart House;

1.1.8 "Cathcart House Lift" means the lift or lifts pertaining to and serving Cathcart House;

1.1.9 "Cathcart House Lift Common Parts" means the whole plant and machinery associated with the Cathcart House Lift, including the lift car, lift shaft, lift doors, lift pit, the lights, floor coverings and heaters in the lift and lift shaft, together with all wires, cables, power supplies, electrical apparatus, motor room and any other items connected with the Lift;

1.1.10 "Commercial Unit" means an individual property within a Block that may be used for commercial purposes;

1.1.11 "Commercial Unit Owner" means the owner for the time being of a Commercial Unit (including the Developer as initial owner of any such Commercial Unit) and where two or more persons own the same, includes both or all of them and "Commercial Unit Owners" shall be construed accordingly;

1.1.12 "Common Television Facilities" means the common TV aerial, radio antennae and satellite dish/receiver or similar apparatus provided by the Developer to serve a Block.



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1.1.13 "Deed" means this Deed and, save where otherwise expressly provided, any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms hereof;

1.1.14 "Developer" means the said FM Cathcart Limited a company incorporated under the Companies Acts (Company Number SC528478) and having their Registered Office at 9 Great Stuart Street, Edinburgh, as heritable proprietors of the Development; and in substitution therefor, any party succeeding to the whole of the Developer's interest or the interest of any such successor in the remainder of the Development then belonging to it, or such successor, from time to time;

1.1.15 "Development" means ALL and WHOLE the subjects on the west side of Spean Street, Cathcart, Glasgow, shown outlined in red on the DPA and edged red on the Plan, which subjects form part and portion of ALL and WHOLE the subjects registered under Title Number GLA230299;

1.1.16 "Development Common Parts" means (1) the Access Roads; (2) the Footpaths; (3) the Amenity Land; (4) the Visitors Car Parking Spaces; (5) the Public Substation Ground; (6) the outer perimeter walls, fences or other boundary features separating the Development from adjoining subjects; (7) the Public Service Systems; (8) the Car Parking Spaces; and any other parts of the Development which are of common service or amenity to the whole Development;

1.1.17 "Development Management Scheme" means the scheme of rules for the management of land set out in Schedule 1 of the Title Conditions (Scotland) Act 2003 (Development Management Scheme) Order 2009, which rules, with permitted variations applicable to the Development are set out in the Schedule,



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and with such variations as may subsequently be made to that scheme;

1.1.18 "DPA" means the Development Plan approved by the Keeper of the Registers of Scotland for the Development registered under GLA230299 on 23 October 2019;

1.1.19 "East Block" means the easternmost block of Flats and, if any, Commercial Units, within the Development, which definition includes the East Block Common Parts;

1.1.20 "East Block Amenity Land" means the area of landscaped, amenity ground that shall be for the exclusive use of the Flat Owners and Commercial Unit Owners of Flats and Commercial Units within the East Block formed or to be formed within the Development, together with any play and other equipment, landscaping features, planting, sculptures, lighting, walls, fences, gates and any other erections or installations thereon, all as the same is shown hatched blue on the Plan;

1.1.21 "East Block Common Parts" means in relation to the East Block (a) the solum on which the East Block is erected; (b) the foundations; external walls (excluding any windows, window frames, doors or doorframes therein and any external balcony/terrace/walkway exclusively serving or pertaining to any Flat which shall belong to the owners of the Flat or Commercial Unit concerned); any structural, loadbearing part of the East Block, including without limitation to the foregoing generality, ail structural, loadbearing, walls, beams, frames, ceilings or floors; the roof of the East Block, including the roof space (but excluding (i) any roof terrace exclusively pertaining to any Flat; (ii) any part of the roof space contained within or forming part of any Flat; and (iii) any solar panels attached to the roof of the East Block); (c) the relevant Common Television Facilities; (d) the rhones, gutters and downpipes serving the East Block and all Service



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Media serving the East Block and not exclusively serving any Fiat (except in so far as provided and I maintained by any Statutory Undertaker); (e) any external lighting serving the East Block and not exclusively serving a Flat or Commercial Unit; (f) any common services cupboards/rooms, plant rooms, store cupboards, cleaning stores, other stores and areas of common service (but excluding any stores or areas which may be exclusively conveyed to individual Flat Owners or Commercial Unit Owners); (g) any common bin stores; (h) the common entrance doors and steps, if any, to the East Block; common entrance halls; common passages, stairways, walkways, steps, landings and railings; internal doors and doorframes (except in so far as any door serves a single Flat or Commercial Unit which door and the door frame thereof shall be the exclusive property of the relevant Flat Owner or the Commercial Unit Owner); common stairways', landings', walkways' and passages' walls (only to the mid line thereof when any such wall is bounded by a Fiat or Commercial Unit, the remaining half of the said wall being the exclusive property of the Flat Owner or the Commercial Unit Owner of the relevant Flat or Commercial Unit); common stairways', passages', walkways' and landings' windows and window frames, except in so far as any window and window frame exclusively serves a Flat or Commercial Unit; common stairways', passages', walkways' and landings' lighting; any communal door entry systems, security systems and fire-fighting systems and equipment; (i) the East Block Lift and East Block Lift Common Parts; (j) any cycle stores or racks; (k) the Internal Car Park; (l) all other items or things which are of common service to all Flats and Commercial Units in the East Block;

1.1.22 "East Block Lift" means the lift or lifts pertaining to and serving the East Block;

1.1.23 "East Block Lift Common Parts" means the whole plant and machinery associated with a Lift, including the lift car, lift



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shaft, lift doors, lift pit, the lights, floor coverings and heaters in the lift and lift shaft, together with all wires, cables, power supplies, electrical apparatus, motor room and any other items connected with the East Block Lift;

1.1.24 "Flat" means a flatted dwellinghouse within a Block;

1.1.25 "Flat Owner" means the owner for the time being of a Flat (including the Developer as initial owner of any such Flat) and where two or more persons own the same, includes both or all of them and "Flat Owners" shall be construed accordingly;

1.1.26 "Footpaths" means all footpaths, footways, cycle lanes, pavements and footbridges constructed or to be constructed within the Developmental as the same are shown tinted brown on the Plan;

1.1.27 "Gatekeeper's House" means the detached dwellinghouse together with the exclusive garden ground pertaining thereto, constructed or to be constructed within the Development;

1.1.28 "Gatekeeper's House Owner" means the owner for the time being of the Gatekeeper's House (including the Developer as initial owner) and where two or more persons own the same, includes both or all of them and "Gatekeeper's House Owners" shall be construed accordingly;

1.1.29 "Gatekeeper's House Parking Spaces" means the car parking spaces formed or to be formed within the Development for the exclusive use of the Gatekeeper's House Owner, all as the same may be varied, altered, improved, extended or restricted from time to time by the Developer;

1.1.30 "Internal Car Park" means the internal car parking area, including the Internal Car Parking Spaces, formed or to be formed within the East Block;



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1.1.31 "Internal Car Parking Spaces" means the car parking spaces formed or to be formed within the East Block and allocated or to be allocated for use by the Flat Owners and Commercial Unit Owners of Flats and Commercial Units within the East Block, all as the same may be varied, altered, improved extended or restricted from time to time by the Developer;

1.1.32 "Maintenance" means inspecting, maintaining, repairing, cleaning, treating and painting, providing security and day to day management, which in relation to pedestrian and vehicular routes shall include gritting, snow clearing and mud removal, and, when appropriate, altering, rebuilding, renewing, all to such standard as is reasonable in the interest of good estate management, but does not include demolition, alteration or improvement unless reasonably incidental to other works of Maintenance, and the words "Maintain" and "Maintaining" shall be construed accordingly;

1.1.33 "Manager" means the person or organisation appointed from time to time to manage the Development in accordance with Clause 6 hereof and Rule 7 of the Development Management Scheme;

1.1.34 "Plan" means the secondary layer of the cadastral map of which an extract is included as supplementary data 1 to the title sheet;

1.1.35 "Private Service Systems" means the Service Media in and passing through the Development or any part thereof from time to time and exclusively serving one Unit;

1.1.36 "Proprietor" means the owner from time to time of a Unit and where two or more persons own the same, includes both or all of them and "Proprietors" shall be construed accordingly;



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1.1.37 "Public Service Systems" means (i) the Service Media in and passing through or otherwise serving or to serve the Development or any part thereof from time to time and serving or being capable of serving or designed to serve more than one Unit; and (ii) any SUDS;

1.1.38 "Public Substation Ground" means the ground shown tinted mauve on the Plan;

1.1.39 "Owners' Association" means the owners' association of the Development established under Part 2 of the Development Management Scheme;

1.1.40 "Schedule" means the Schedule annexed as relative hereto;

1.1.41 "Service Media" means the channels, ducting, drains, soil pipes, gas supply pipes, electricity cables and transformers, telephone and television cables, transmitters and connections, sewers, rhones, gutters, outfalls, water-courses, pipes, wires, cables, aerials, foul water systems including pumping chambers or other conducting cables, conduits, media, telephone and fibre optic cables or wires, pumps, valves, manholes, meters and connections and electrical / other power supplies thereto;

1.1.42 "Statutory Undertaker" means any local or public authority, statutory undertaker, utility or other relevant person or entity;

1.1.43 "SUDS" means any sustainable urban drainage system constructed or to be constructed to drain surface water from the Development or any part thereof which may include a network of surface ponds, pumps and pipes and related facilities and/or equipment lying on or within the Development;



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1.1.44 "Unbuilt Land" means land within the Development without buildings or other permanent structures thereon;

1.1.45 "Unit" means a self-contained unit being a Flat; the Gatekeeper's House or a Commercial Unit within the Development; and "Units" shall be construed accordingly; and

1.1.46 "Visitors Car Parking Spaces" means the car parking spaces for visitors to the Development formed or to be formed within the Development all as the same are shown tinted yellow on the Plan.

1.2 The headings in this Deed are for reference only and shall not affect the construction or meaning of this Deed.

1.3 In this Deed, words importing the masculine gender shall where necessary be construed as importing the feminine gender and neuter gender as the case may be and vice versa, words importing persons shall include corporations and vice versa, and words importing the singular shall, where necessary, be construed as importing the plural and vice versa and further if any party is more than one person or legal entity at any time or from time to time all obligations on the part of that party shall be construed as joint and several among such persons during such time.

1.4 Any rights conferred upon the Developer or any Proprietor under this Deed may be validly exercised by any person duly authorised by them including their tenants, agents and contractors, but subject to any limitations or restrictions imposed upon them under this Deed.

1.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment thereof for the time being in force and shall also include all instruments, orders, plans, regulations, permissions and directions for



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the time being made, issued or given thereunder or deriving validity therefrom and any obligation to comply with an Act of Parliament shall include an obligation to comply with any relevant directive or subordinate or other legislation of the European Union.

1.6 Any reference in this Deed to a Clause is to the relevant Clause of this Deed.

1.7 Any reference in this Deed to a rule is to the relevant rule of the Development Management Scheme.

1.8 In this Deed, any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

2 Introduction

2.1 The Developer is the heritable proprietor of the Development.

2.2 The Developer is erecting on the Development flatted dwellinghouses and others with relative common areas and infrastructure.

3 Community Burdens

3.1 The real burdens set out in this Deed, including, for the avoidance of doubt, Clauses 7, 8, 9, 10, 18, 19, 20 and 21 hereof, are imposed on the Development in favour of the Development as community burdens and are enforceable by the Proprietors and the owner of the Development Common Parts.



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3.2 To the extent that the Developer is a Proprietor of any Unit, the burdens set out in Clauses 3, 5, 7, 8, 9, 10, 18, 19, 20 and 21 hereof are real burdens in favour of such a Unit.

3.3 Clause 6 is a Manager Burden.

4 Date of Creation

The conditions imposed by this Deed of Conditions, including for the avoidance of doubt, the Development Management Scheme, which will apply to the Development, will take effect on the date of registration of this Deed of Conditions in the Land Register of Scotland.

5 Application of Development Management Scheme

5.1 The Development Management Scheme will apply to the Development.

5.2 The owners' association to which the Development Management Scheme applies will be known as "The Cathcart House and the East Block Owners' Association"

5.3 The first manager of the owners' association will be the person appointed in terms of Clause 6 of this Deed. Rules 4.1 and 4.2 of the Development Management Scheme will be suspended until the expiry of the period referred to in Clause 6.2 of this Deed. All other Rules of the Development Management Scheme in relation to the Manager will apply.

6 Manager Burden

6.1 The Development is subject to the manager burden in Clause 6.2 of this Deed in favour of the Developer.



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6.2 The Developer or anyone appointed by the Developer for the purpose may:

6.2.1 act as the manager of the Development;

6.2.2 appoint some other person to be such manager;

6.2.3 dismiss any person appointed by virtue of Clause 6.2.2,

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

6.3 The Developer may assign the manager burden created in this clause.

7 Maintenance Costs

7.1 Except in so far as and/or until the Development Common Parts or any part thereof have been adopted for maintenance by the Local Authority or, where relevant, any statutory undertaker or utility services company including Scottish Water, the Proprietors will be responsible for ensuring that the Development Common Parts, under exception of the Car Parking Spaces, are kept and maintained in a good and proper state of repair, including renewal when necessary.

7.2 Each Proprietor shall be responsible for an equal share, on the basis of one share per Unit owned, of the cost of Maintenance of the Development Common Parts, under exception of the Car Parking Spaces.

7.3 Those Flat Owners that have been allocated the use of one of the Car Parking Spaces, shall be responsible for ensuring that the Car Parking Spaces are kept and maintained in a good and proper state of repair, including renewal when necessary.



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Each Flat Owner shall be responsible for an equal share, on the basis of one share per allocated Car Parking Space, of the cost of Maintenance of the Car Parking Spaces.

7.4 Flat Owners and Commercial Unit Owners will be responsible for ensuring that the Block Common Parts pertaining to the Block of which their Flats and/or Commercial Units form a part, are kept and maintained in a good and proper state of repair, including renewal when necessary.

7.5 Each Flat Owner and Commercial Unit Owner shall be responsible for an equal share, on the basis of one share per Flat and/or Commercial Unit owned, of the cost of Maintenance of the Block Common Parts pertaining to the Block of which their Flat and/or Commercial Unit forms a part.

7.6 Flat Owners and Commercial Unit Owners of Flats and Commercial Units within the East Block shall be responsible for ensuring that any East Block Amenity Land is kept and maintained in a good and proper state of repair, including renewal when necessary. Each of the said Flat Owners and Commercial Unit Owners shall be responsible for an equal share of the Maintenance of the East Block Amenity Land, on the basis of one share per Flat or Commercial Unit owned.

7.7 The Gatekeeper's House Owner must, at their sole expense, keep and maintain in a good and proper state of repair, including renewal when necessary, the Gatekeeper's House, including the Gatekeeper's House Parking Spaces and the exclusive garden ground pertaining thereto.

7.8 All Private Service Systems must be maintained by, and at the sole expense of, the Proprietor of the Unit such systems exclusively serves.



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7.9 Each Proprietor must, at their sole expense, keep and maintain in a good and proper state of repair, their Unit, including any external terrace or other external area exclusively pertaining to that Unit. In particular, Proprietors must take all appropriate steps to prevent (1) damage to any part of the Development including any which may prejudice the stability of any building thereon; and (2) the creation of any nuisance to other Proprietors and in particular without prejudice to the foregoing generality, Proprietors must control vermin and immediately treat dry rot or other type of infestation and repair any drainage water or other service pipes, cables, wires and others, in the event that a Proprietor does not take such appropriate steps timeously, they shall be liable for and to make good any damage caused.

8 Insurance

8.1 Proprietors shall effect, through the Manager, with an insurance company of good standing; (1) insurance of the Development Common Parts, under a common insurance policy for at least the full reinstatement value thereof, from time to time, against loss or damage by such risks as are deemed appropriate by the Manager; and (2) a common insurance policy, in respect of the Development Common Parts, against property owners' liability including material damage. Each Proprietor shall be liable for an equal share, on the basis of one share per Unit owned, of the cost of the common insurances. Such an obligation to insure shall exist notwithstanding that the Development Common Parts or parts thereof have not been conveyed to any Proprietor. In the event of the Development Common Parts or any part thereof being destroyed or damaged by fire or otherwise, the Proprietors shall be bound to repair and restore the same as far as practicable on the same site and to the same value and conforming as far as practicable with the existing style of the Development and that within a period of 2 years from such destruction or damage.



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8.2 Flat Owners and the Commercial Unit Owners shall effect, through the Manager with an insurance company of good standing; (1) insurance of (i) the Commercial Units and Flats within the Block of which their Flat and/or Commercial Unit forms a part; and (ii) the Block Common Parts pertaining to the Block of which their Flat and/or Commercial Unit forms a part, under a common buildings insurance policy for at least the full reinstatement value thereof, from time to time, against loss or damage by such risks as are deemed appropriate by the Manager; and (2) a common insurance policy, in respect of the relevant Block Common Parts, against property owners' liability including material damage. Each Flat Owner and Commercial Unit Owner shall be liable for an equal share, on the basis of one share per Flat and/or Commercial Unit owned, of the cost of the common insurance policies. In the event of any of the Commercial Units, Flats or Block Common Parts or part or parts thereof being destroyed or damaged by fire or other insured cause, the Flat Owners and the Commercial Unit Owners shall be bound to restore the same to the value thereof immediately before such damage or destruction, in accordance with all necessary consents (including planning consent) and that within two years of such damage or destruction. The whole sums received from an insurance policy shall be used in the restoration and repairing of the damage or destruction and the Flats, Commercial Units and relevant Block Common Parts shall be restored so as to be in all respects consistent with the conditions of this Deed.

8.3 Flat Owners and Commercial Unit Owners of Flats and Commercial Units within the East Block, shall effect, through the Manager, with an insurance company of good standing; (1) insurance of the East Block Amenity Land, under a common insurance policy for at least the full reinstatement value thereof, from time to time, against loss or damage by such risks as are deemed appropriate by the Manager; and (2) a common insurance policy, in respect of the East Block Amenity



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Land, against property owners' liability including material damage. Each of the said Flat Owners and Commercial Unit Owners shall be liable for an equal share, on the basis of one share per Flat and/or Commercial Unit owned, within the East Block, of the cost of the common insurances. Such an obligation to insure shall exist notwithstanding that the East Block Amenity Land has not been conveyed to any of the Flat Owners and Commercial Unit Owners of Flats and Commercial Units within the East Block. In the event of the East Block Amenity Land or any part thereof being destroyed or damaged by fire or otherwise, the Flat Owners and Commercial Unit Owners of Flats and Commercial Units within the East Block shall be bound to repair and restore the same as far as practicable on the same site and to the same value and conforming as far as practicable with the existing style of the Development and that within a period of 2 years from such destruction or damage.

8.4 The Gatekeeper's House Owner shall be bound to keep the Gatekeeper's House constantly insured against loss by fire and all other risks normally covered by a comprehensive household buildings insurance policy with an insurance company of good standing for at least the full reinstatement value thereof, from time to time. In the event of the Gatekeeper's House being destroyed or damaged by fire or otherwise, the Gatekeeper's House Owner shall be bound to repair and restore the same as far as practicable on the same site and to the same building value and conforming as far as practicable with the existing style and that within a period of 2 years from such destruction or damage.

9 Uses and Prohibitions

9.1 Each Flat and the Gatekeeper's House shall be used solely as a single residential dwelling and for no other purpose whatsoever and none of the Flats and/or the Gatekeeper's House shall ever in any way be sub-divided.



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9.2 Neither the Gatekeeper's House nor any Flat shall be used for any trade, business, manufactory or profession or for the selling of any goods or wares of any sort.

9.3 A Flat Owner may work from their Flat and the Gatekeeper's House Owner may work from the Gatekeeper's House on the strict condition that the Flat and/or the Gatekeeper's House is not listed nor advertised as being a place of business and such use is not, in the reasonable opinion of the Manager, deemed a nuisance to other Proprietors or detrimental to the amenity of the Development.

9.4 Commercial Units may be used for trade, business, manufactory or for the selling of goods and wares.

9.5 Other than the Commercial Units, no other shops or other buildings shall be erected on the Development for the sale of any wines or spirits or other excisable liquors.

9.6 No Unit shall be used for any purpose which might in the reasonable opinion of the Manager be deemed a nuisance and that whether or not such use is incidental to the ordinary residential use thereof, and notwithstanding any rule of law to the contrary.

9.7 Notwithstanding the foregoing clauses 9.1-9.4, nothing may be done on any part of the Development or in any Unit or other erection on the Development that may, in the reasonable opinion of the Manager, be deemed a nuisance or materially detrimental to the amenity of the Development or likely to occasion disturbance to other Proprietors or to the proprietors of subjects adjoining the Development or their tenants or assignees. On intimation by the Manager the Proprietor responsible shall be bound to discontinue such nuisance forthwith at the expense of the offending Proprietor.



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9.8 No trailer, boat, marine craft or caravan or other vehicle of any sort whatsoever, other than private motor cars, commercial vehicles (but only if such commercial vehicles are also used by a Proprietor on a personal basis or in the course of their employment) or motorcycles, shall be parked or stored in any part of the Development, without the prior written consent of the Manager. All private motor cars, permitted commercial vehicles and motorcycles must be parked in a car parking space identified as such by the Developer or Manager.

9.9 Car Parking Spaces and Internal Car Parking Spaces shall be allocated to Flats by the Developer or the Manager. Flat Owners may not park in a Car Parking Space or Internal Car Parking Space if that space has not been allocated to their Flat by the Developer or the Manager.

9.10 Flat Owners are prohibited from dealing with, selling, assigning, letting or otherwise disposing or transferring any right to park in a Car Parking Space or Internal Parking Spaces allocated to their Flat, independently or severally from ownership of the Flat.

9.11 The Visitors Car Parking Spaces are for the parking of visitors' vehicles only and for no other purpose.

9.12 The Car Parking Spaces and the Internal Car Parking Spaces must be used for the parking of vehicles in accordance with the foregoing clauses 9.8 only and for no other purpose.

9.13 All bicycles must be kept in cycle racks or stores.

9.14 Proprietors must keep the Access Roads and Footpaths free, open and unobstructed at all times.



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9.15 All rubbish must be deposited within any bin stores designated as such by the Developer or the Manager.

9.16 No poultry, ducks, pigeons, rabbits, bees or other livestock or animals for breeding shall be kept on the Development.

9.17 No more than two domestic animals shall be kept in each Unit and then only provided that such animal shall not prove to be a nuisance to any of the Proprietors.

9.18 All dogs shall be kept under control within the Development and shall at no time be allowed to run unfettered within the same or to foul the Development Common Parts, East Block Amenity Land, Cathcart House Common Parts or the East Block Common Parts.

9.19 No board, card, plate, sign or advertising notice of any kind shall be placed on the Development without the written consent of the Manager, except in the case of (1) the selling or leasing of a Unit and (2) a Commercial Unit, where signage is permitted with the written consent of the Manager and subject to it complying with planning legislation.

9.20 No trees, hedgerows or shrubs on or overhanging any part of the Development shall be cut down, lopped, damaged or removed from any part thereof unless they have become dangerous or overgrown, without the prior consent in writing of the Manager.

9.21 No clothes poles, clothes lines or other clothes drying apparatus shall be erected, suspended or installed externally on any part of the Development, except that the Gatekeeper's House Owner may erect one clothes line externally on the garden ground pertaining exclusively to the Gatekeeper's House.



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9.22 The Gatekeeper's House Owner may not sell, dispo~~n~~e, let or otherwise deal with separately from the Gatekeeper's House, the Gatekeeper's House Parking Spaces.

10 Alterations and Decoration

10.1 No structural or external alterations (including any alterations to windows or to window frames) shall be made or added to any part of a Block except with the prior written consent of the Manager.

10.2 Any alterations to any buildings on, or other part of, the Development shall conform in all respects to any Local Authority, Town and Country Planning or other relevant statutes and regulations in that behalf and all gas or electric installations shall comply with the requirements of the relevant utility provider.

10.3 The exterior parts of each Block and the Gatekeeper's House, which require to be painted, shall be painted in a good and workmanlike manner at least every 5 years, and in a colour acceptable to the Manager.

11 Community servitudes

11.1 In this Clause 11.1, the burdened property is the Development and each Unit is a benefited property.

The following servitudes are imposed on the Development for the benefit of each Unit:

11.1.1 a right of access for both pedestrian and vehicular traffic over and through the Access Roads for all usual and necessary purposes;



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11.1.2 a pedestrian right of access over and through the Footpaths for all usual and necessary purposes;

11.1.3 a right of access for pedestrians over and through, and use of, the Amenity Land for all usual and necessary purposes;

11.1.4 a right to use and connect into the Public Service Systems;

11.1.5 a right to park in the Visitors Car Parking Spaces declaring that these shall be for the use of visitors only;

11.1.6 a right of access over and through and use of the Development Common Parts (including the right to erect scaffolding) for the purposes of maintaining, renewing, inspecting, cleaning or repairing the Public Service Systems serving a Unit; the Development Common Parts and the Blocks, subject to there being no reasonable and economic alternative way of taking access and upon the party exercising access giving reasonable notice (except in the case of an emergency) to any interested party.

11.2 In this Clause 11.2, the burdened property is the Development and each Flat is a benefited property.

The following servitude is imposed on the Development in favour of the Flats.

11.2.1 A right to park a permitted vehicle in any of the Car Parking Spaces that are, from time to time, allocated to that Flat by the Manager or Developer (declaring that the number of Car Parking Spaces allocated to a Flat shall never be any less than the number referred to in the first conveyance of that Flat to the first Flat Owner following the Flat's construction).



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12 Development servitudes

12.1 In this Clause 12.1, the burdened property is the Development and the benefited property is each Unit.

The following servitudes are imposed on the Development in favour of each Unit:

12.1.1 A right to install, construct, lay and keep the Public Service Systems through or under the Development for sewage, electricity, gas, water and for all other necessary purposes, together with any other necessary rights of access in connection with the foregoing;

12.1.2 A right to connect into and keep such service media / Public Service Systems as already exist or are installed by virtue of the foregoing Clause 12.1.1;

12.1.3 A right to carry out all necessary acts of Maintenance in respect of such Public Service Systems;

12.1.4 A right to carry out all necessary acts of Maintenance in respect of Private Service Systems;

12.1.5 A right of access for pedestrian and vehicular traffic (including construction traffic) over all Access Roads and Footpaths;

12.2 The rights conferred by the foregoing Clause 12.1 may be exercised in respect of any current or future development of the benefited Property;

12.3 The rights granted by the foregoing Clauses 12.1.1 and 12.1.5 are extinguished in respect of any part of the benefited property when that part ceases to be owned by the Developer.



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13 Building Servitudes

13.1 In this Clause 13.1, the burdened property is each Unit and the benefited property is the Development.

The following servitudes are imposed on the Units in favour of the Development:

13.1.1 A right of access (including a right to erect scaffolding) over any Unbuilt Land for the purposes of the erection of a building or other structure on any part of the Development.

13.1.2 The rights conferred by clause 13.1.1 hereof are extinguished in respect of any part of the benefited property when that part ceases to be owned by the Developer.

14 Exercise of Servitudes

14.1 The parties exercising the servitudes contained in the foregoing Clauses 11-13 shall:

14.1.1 Except in relation to the rights set out in clauses 11.1.1, 11.1.2, 11.1.3, 11.1.4, 11.1.5, 11.2.1, 12.1.1, 12.1.2 and 12.1.5 give reasonable prior written notice to the Manager or each affected Proprietor, save in the case of emergency, when no notice shall be required;

14.1.2 cause the minimum inconvenience and disturbance to all parties having an interest in the affected land;

14.1.3 make good (at his own cost) as soon as reasonably practicable all damage that may be caused to any part or parts of the Development caused by the exercise of the said servitude rights to the reasonable satisfaction of all parties having an interest in the affected land;



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14.1.4 exercise the servitude rights only where it is reasonable necessary to do so for the purpose in question.

15 Block Servitudes

15.1 In this Clause 15.1, the burdened property is the relevant Block and the benefited property is each Flat and Commercial Unit within the relevant Block.

The following servitudes are imposed on the relevant Block in favour of each Flat and Commercial Unit within the relevant Block:

15.1.1 A right of access to the Commercial Units and Flats, pertaining to the Block of which their Flat or Commercial Unit forms a part, for the purposes of Maintenance of any part of the relevant Block owned either solely or in common, by the Flat Owner or Commercial Unit Owner requiring such access, subject to there being no reasonable and economic alternative way of taking access and upon the party exercising access giving reasonable notice (except in the case of an emergency).

15.1.2 A right of support for any Flat or Commercial Unit that includes an external balcony, terrace or walkway, from the foundations, external and supporting walls and other supporting, loadbearing structures, together with all necessary rights of access to those parts of the Block that are required for the use, maintenance, repair and renewal thereof.

15.1.3 A right of support for any Flat or Commercial Unit located above any pends within a Block, from the foundations, side walls of the Block and ceilings of the relevant pend.

15.2 In this Clause 15.2, the burdened property is the relevant Block and each top floor Flat with exclusive ownership of



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solar panels on the roof of the Block of which the Flat forms a part is a benefited property.

The following servitude is imposed on the relevant Block for the benefit of each top floor Flat with exclusive ownership of solar panels on the roof of the Block of which the Flat forms a part.

15.2.1 A right to keep in place, use and operate, on the roof of the Block of which the Flat forms a part, solar panels and associated cables, equipment, wires and others, together with a right of access over the roof of the relevant Block for the purposes of maintaining, inspecting, repairing, removing and renewing, if necessary, any solar panels and associated cables, equipment, wires and others.

15.3 In this Clause 15.3, the burdened property is the East Block Amenity Land and each Flat and Commercial Unit within the East Block is a benefited property.

The following servitude is imposed on the East Block Amenity Land in favour of each Flat and Commercial Unit within the East Block:

15.3.1 A right of pedestrian access over and a right to use the East Block Amenity Land for all usual and necessary purposes, together with a right of access thereto for the purposes of Maintenance of the East Block Amenity Land and the East Block.

15.4 The servitudes contained in clauses 15.1, 15.2 and 15.3, shall be exercised subject always to the party exercising them making good all surface and other damage thereby occasioned in exercising the same.

16 Statutory undertakers



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There are reserved in favour of the local or public authorities and statutory undertakers all necessary rights of access for the installation, repair, maintenance, cleaning and renewal of the Private Service Systems, the Public Service Systems and other services serving the Units in, through and under any part of the Development provided that such rights may be exercised by any local or public authority or statutory undertaker without any liability on the part of the Developer and none of the Proprietors will have any claim against the Developer.

17 Reservations to the Developer

17.1 For as long as the Developer owns any part of the Development, there is reserved in their favour:

17.1.1 the power to grant rights of access and egress and other servitudes or wayleaves over any of the Development still within their ownership provided always that in exercise of such rights, disturbance and inconvenience must be kept to a minimum and all damage must be made good.

17.1.2 the right to vary, alter, restrict or improve the layout and composition of the Development still within their ownership, including without prejudice to the foregoing generality, the roads, service media, footpaths, amenity land and parking spaces and to vary the terms hereof as regards their future development of any part thereof.

17.1.3 The right to sell, convey or otherwise dispose of any part of the Development for any such purposes as the Developer thinks fit.

17.1.4 A right to temporarily reallocate a parking space to a Flat Owner provided that such a new parking space shall be within the Development.



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18 Variation of Servitudes and Real Burdens

The servitudes and real burdens set out in this deed may be varied or discharged by (1) a deed of variation or discharge under Section 33 of the Title Conditions (Scotland) Act 2003 granted by or on behalf of owners of 75% of the Units or (2) by the Manager, but only where the Manager is authorised to do so under Rule 16 of the Development Management Scheme.

19 No application to Lands Tribunal

No application may be made to the Lands Tribunal for Scotland under section 90(1)(a)(i) of the Title Conditions (Scotland) Act 2003 or otherwise in respect of the servitudes and the real burdens set out in this Deed until the expiry of a period of five years after the date of registration of this Deed in the Land Register of Scotland.

20 Conveyance of Development Common Parts

Following the identification of and completion of the Development Common Parts, the Development Common Parts, or any part thereof, may be conveyed by the registered proprietor of the same, free of any consideration, to the Owners' Association. The Development Common Parts or such part thereof, will be disposed to the Owners' Association by way of a validly executed Disposition. The Owners' Association shall be bound to accept each conveyance thereof and will submit the disposition for each conveyance for registration on the Land Register within 14 days of the date of entry specified in each conveyance. Each party to the conveyance will each bear their own costs associated with each conveyance. In addition to delivery of a validly executed Disposition, the disponent will deliver all documents and evidence that the Keeper of the Land Register may require to enable the Keeper to create a title



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sheet in the name of the Owners' Association as registered proprietors. Such documents will include a plan sufficient to enable the relevant part of the Development Common Parts being disposed to be identified on the cadastral map. If there is a heritable security a valid discharge or deed of restriction together with a Land Register application form and registration dues will be delivered to the Owners' association at the same time as the disposition. If there is a floating charge that affects the property being disposed, a letter of non-crystallisation in the charge holder's usual form will be delivered at the same time as the disposition.

21 Disputes

21.1 In the event of any dispute or difference arising between or among any Proprietors as to the intent, meaning or application of this Deed, the matter of difference shall be referred to an independent person of at least 10 years' standing in his profession and experienced in the matter which is in dispute, jointly appointed by the parties or, failing final agreement, by an expert to be appointed at the request of any party by the chairman for the time being of the Scottish branch of the Royal Institution of Chartered Surveyors in respect of practical matters relating to the Development or by the President at that time of the Law Society of Scotland in respect of legal matters (the "Expert"). The Expert shall act as an expert and not as an arbitrator.

21.2 The award or awards, interim and final of an Expert so appointed shall be binding on the parties and the costs of any such dispute resolution shall be met by the parties as the Expert may determine, and failing such determination, in equal shares by the parties.

22 Jurisdiction



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This Deed shall be governed by and construed in accordance with the Laws of Scotland and to any extent that this may be required the Proprietors hereby prorogate the jurisdiction of the Scottish courts in relation to this Deed.

This is the Schedule referred to in the foregoing Deed of Conditions by FM Cathcart Limited relative to subjects at Cathcart House and the East Block, Spean Street, Glasgow

Development Management Scheme

PART 1 - INTERPRETATION

RULE 1 - INTERPRETATION

Definitions

1. In this scheme, unless the context otherwise requires:

"the Act" means the Title Conditions (Scotland) Act 2003;

"Advisory Committee" means any such committee formed in pursuance of Rule 15.1 of the Development Management Scheme;

"Association" means the Owners' Association of the Development established under Part 2 of the Development Management Scheme;

"Block" means a Block as defined in the foregoing Deed of Conditions;

"Cathcart House Common Parts" means the Cathcart House Common Parts as defined in the foregoing Deed of Conditions;



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"Car Parking Spaces" means the Car Parking Spaces as defined in the foregoing Deed of Conditions;

"Commercial Unit" means a Commercial Unit as defined in foregoing Deed of Conditions;

"Commercial Unit Owner" means a Commercial Unit Owner as defined in foregoing Deed of Conditions;

"Deed of Disapplication" means a deed granted pursuant to section 73 of the Act;

"Deed of Variation" means a deed of variation or discharge granted pursuant to article 7 or 8 of the Development Management Scheme Order;

"the Development" means the Development as defined in the foregoing Deed of Conditions;

"the Development Management Scheme" means the Development Management Scheme as defined in the foregoing Deed of Conditions.

"the Development Management Scheme Order" means the Title Conditions (Scotland) Act 2003 (Development Management Scheme) Order 2009;

"East Block Common Parts" means the East Block Common Parts as defined in the foregoing Deed of Conditions;

"Flat" means a Flat as defined in the foregoing Deed of Conditions;

"Flat Owner" means a Flat Owner as defined in the foregoing Deed of Conditions;



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"General Meeting" means an annual or other general meeting of the Association;

"Internal Car Parking Spaces" means the Internal Car Parking Spaces as defined in the foregoing Deed of Conditions;

"Maintenance" means Maintenance as defined in the foregoing Deed of Conditions;

"Manager" means the Manager as defined in the foregoing Deed of Conditions;

"Member" means a member of the Association in accordance with Rule 2.3 of the Development Management Scheme;

"Owner" means a Proprietor as defined in the foregoing Deed of Conditions;

"Regulations" means regulations made under Rule 3.6 of the Development Management Scheme;

"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;

"Scheme Property" means the Development Common Parts as defined in the foregoing Deed of Conditions;

"Service Charge" means the contribution to Association funds payable in accordance with Part 4 of this scheme and includes additional service charge; and

"Unit" means a Unit as defined in the foregoing Deed of Conditions.



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PART 2 - THE OWNERS' ASSOCIATION

RULE 2 - ESTABLISHMENT, STATUS ETC.

Establishment

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

Status

2.2 The Association is a body corporate to be known as The Cathcart House and the East Block Owners' Association.

Members of the Association

2.3 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.

Address of Association

2.4 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

Function of Association



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

Powers of the Association

3.2 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 of Units 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
- (i) engage employees or appoint agents.

Prohibited activities

3.3 The Association shall not have power to:



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- (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.

Scheme to be binding

3.4 This 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.

Enforcement of scheme

3.5 The Association may enforce:

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

Regulations

3.6 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),



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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

Association to have Manager

4.1 The Association is to have a Manager who, subject to any other provision of this scheme, is a person (whether or not a Member) appointed by the Association at a General Meeting.

Power to remove Manager

4.2 The Association may at a General Meeting remove the Manager from office before the expiry of that person's term of office.

Validity of actings of Manager

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

Manager to be agent

4.4 The Manager is an agent of the Association.

Exercise of powers

4.5 Subject to this scheme, any power conferred on the Association under or by virtue of this scheme is exercisable by:

(a) the Manager; or

(b) the Association at a General Meeting.



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Duties owed to Association and Members

4.6 Any duty imposed on the Manager under or by virtue of this scheme is owed to the Association and to the Members.

Manager to comply with directions

4.7 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 as respects the exercise by the Manager of:

(a) powers conferred; or

(b) duties imposed,

on the Association or on the Manager.

Information about management

4.8 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.

Notice to Manager on sale etc. of Unit

4.9 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;



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(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

Execution of documents by Association

5. 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

Commencement of winding up

6.1 The Manager must commence the winding up of the Association on the day on which this scheme ceases to apply as respects the Development.

Distribution of funds

6.2 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 thereafter must distribute in accordance with this scheme any remaining funds



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among those who were, on the date when the winding up commenced, Owners.

Final accounts

6.3 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 every Owner.

Automatic dissolution of Association

6.4 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.

Delayed dissolution

6.5 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 3 - MANAGEMENT

RULE 7 - APPOINTMENT OF MANAGER

First manager

7.1 The first manager is Taylor and Martin, Craighall Business Park, 8 Eagle Street, Glasgow, and they:



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SPECIFICATION

(a) act as Manager until the first annual General Meeting after the expiry of the period referred to in clause 6.2 of the foregoing Deed of Conditions or until they are dismissed by the Developer in terms of said clause 6.2;

(b) are entitled to reasonable remuneration; and

(c) are eligible for reappointment.

Appointment of Manager

7.2 The Association:

(a) at first annual General Meeting following the expiry of the period referred to in clause 6.2 of the foregoing Deed of Conditions; 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.

Certificate of appointment

7.3 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



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NO

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Duties of Manager

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

(a) from time to time carry out inspections of the Scheme Property;

(b) arrange for the carrying out of Maintenance to Scheme Property;

(c) fix the financial year of the Association;

(d) keep, as respects the Association, proper financial records and prepare the accounts of the Association for each financial year;

(e) implement any decision made by the Association at a General Meeting;

(f) in so far as it is reasonable to do so, enforce-

(i) any obligation owed by any person to the Association; and

(ii) the provisions of the scheme and of any Regulations which have taken effect;

(g) if there are Regulations, keep a copy of them (taking account of revocations and amendments);

(h) keep a record of the name and address of each Member;

(i) make Regulations as to the use and allocation of the Car Parking Spaces and Internal Car Parking Spaces.



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SPECIFICATION

RULE 9 - CALLING OF GENERAL MEETINGS

First annual General Meeting

9.1 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.

Annual General Meetings

9.2 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.

Other General Meetings

9.3 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.

Calling of meeting

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



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SPECIFICATION

(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.

Validity of proceedings

9.5 Any inadvertent failure to comply with rule 9.4 as respects any Member does not affect the validity of proceedings at a General Meeting.

Member's right to call meeting in certain circumstances

9.6 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 scheme; or

(b) the Association does not have a Manager.

Procedure where Member calls meeting

9.7 Where under rule 9.6 a General Meeting is called by a Member:



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SPECIFICATION

(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.

9.7 Calling of a Block meeting

Either the Manager, or the owners of not less than 25% of the total number of Flats and Commercial Units in a Block, may call a meeting of the Flats Owners and Commercial Unit Owners in the same Block, at any time, for the purposes of considering matters affecting their Block only.

Not later than fourteen days before the date fixed for a Block meeting, the Manager, or one of the owners within the Block in question must call the meeting by sending to each Member within the Block in question:

(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;

RULE 10 - GENERAL MEETINGS: QUORUM

Number required for quorum



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SPECIFICATION

10.1 A quorum for a General Meeting is Members present or represented holding thirty five per cent of the total number of votes allocated.

Quorum necessary for meeting to begin

10.2 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.

No quorum at postponed meeting

10.3 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.

Quorum need not be maintained

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

RULE 10A- BLOCK MEETINGS: QUORUM

Number required for quorum



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SPECIFICATION

10A.1 A quorum for a Block meeting is Members present or represented holding thirty five percent, of the total number of votes allocated to that Block.

Quorum necessary for meeting to begin

10A.2 A Block 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 block 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.

No quorum at postponed Block meeting

10A.3 A Block meeting may be postponed only once; and if at a postponed block meeting the provisions in rule 10A.2 as respects a quorum are not satisfied, then the Members who are present or represented are to be deemed a quorum.

Quorum need not be maintained

10A.4 If a Block meeting has begun, it may continue even if the number of Members present or represented ceases to be a quorum

RULE 11 - GENERAL AND BLOCK MEETINGS: VOTING

Allocation and exercise of votes



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11.1 For the purpose of voting on any proposal at a General Meeting and a Block meeting, 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. The Developer shall have one vote for each Unit (whether completed or not) in the Development, or Block, as appropriate, for which there is planning permission, so long as the Developer has ownership of such a unit.

Exercise of vote where two or more persons own Unit

11.2 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.

Decision by majority

11.3 Except where this scheme otherwise provides, a decision is made by (1) the Association at a General Meeting by majority vote of all the votes cast and (2) by the Flat Owners and Commercial Units Owners of Flats and Commercial Units at a Block meeting pertaining to their Block, by majority of all the votes cast.

Method of voting

11.4 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.

RULE 12 - GENERAL AND BLOCK MEETINGS: FURTHER PROVISIONS

Election of convener



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12.1 The Members present or represented at a General Meeting or a Block 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.

Additional business

12.2 Any Member present or represented at a General Meeting or a Block meeting may nominate additional business to be transacted at that meeting.

Manager to attend and keep record of business transacted

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

(a) keep a record of the business transacted; and

(b) not later than twenty one days after the date of; (i) a General Meeting, send a copy of the record of business to each Member; and (ii) a Block meeting, send a copy of the record of business to each Member within the Block in question. 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

Special majority required

13.1 The Association may:

(a) make a payment out of any Reserve Fund which it has formed;
or



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(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.

Consent of owner to be given where not common property

13.2 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

Power to instruct etc.

14.1 Any Member may instruct or carry out emergency work.

Reimbursement of Member

14.2 The Association must reimburse any Member who pays for emergency work.

Meaning of "emergency work"

14.3 "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



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SPECIFICATION

(b) in the interests of health or safety,

in circumstances in which it is not practicable to consult the Manager before carrying out the work.

RULE 15-ADVISORY COMMITTEE

Power to elect Advisory Committee

15.1 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.

Manager to consult Advisory Committee

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

RULE 16-VARIATION

Deeds of Variation under article 7

16.1 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 Development Management Scheme Order, and at the first General Meeting after the granting of the deed the Manager must then report that it has been so granted.



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Deeds of Variation under article 8 and Deeds of Disapplication

16.2 The Manager may, on behalf of the Association, grant a Deed of Variation under article 8 of the Development Management Scheme 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

Distribution of funds on winding up

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

PART 4 - FINANCIAL MATTERS

RULE 18-ANNUAL BUDGET

Duty of Manager to prepare annual budget

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

Content of draft budget

18.2 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



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(d) the amount (if any) to be deposited in a Reserve Fund.

Consideration of draft budget by Association

18.3 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.

Rejected budget - payment of Service Charge

18.4 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.

Revised draft budget

18.5 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

Amount of Service Charge

19.1 Except where rule 19.2 applies, the amount of any Service Charge imposed under this scheme is to be shared as follows:



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(i) Each Flat Owner and Commercial Unit Owner shall be responsible for an equal share, on the basis of one share per Flat and/or Commercial Unit owned, of the cost of Maintenance of the Block Common Parts pertaining to the Block of which their Flat and/or Commercial Unit forms a part.

(ii) Each Owner shall be responsible for an equal share, on the basis of one share per Unit, of the cost of Maintenance of the Development Common Parts, under exception of the Car Parking Spaces.

(iii) Each Flat Owner and Commercial Unit Owner of a Flat/Commercial Unit within the East Block shall be responsible for an equal share of the Maintenance of the East Block Amenity Land, on the basis of one share per Flat or Commercial Unit owned.

(iv) Each Flat Owner with a right to park in a Car Parking Space allocated to their Flat by the Developer or Manager shall be responsible for an equal share of the Maintenance of the Car Parking Spaces, on the basis of one share per allocated Car Parking Space.

Service Charge exemption

19.2 The Association may at a General Meeting decide as respects a particular Owner and in relation to a particular payment that no Service charge (or a Service Charge of a reduced amount) is payable.

Manager to collect Service Charge

19.3 When the draft budget has been approved in accordance with this scheme, the Manager:



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(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.

Redistribution of share of costs

19.4 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.

Interest payable on overdue Service Charge

19.5 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.

19.6 Float on account of Service Charge



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1.1.1 On taking entry to a Unit the Owner must pay to the Manager a float of £350 or such other amount that is determined by the Manager on account of Service Charge.

1.1.2 An Owner is entitled to repayment of the float on ceasing to be an Owner of a Unit.

1.1.3 The float will be repaid without interest and under deduction of any sums due by the Owner on account of Service Charge during their period of ownership.

19.7 Service Charge is payable by an Owner regardless of whether the Scheme Property or any part thereof has been conveyed the Association.

Interpretation of rule 19

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

RULE 20 - ADDITIONAL SERVICE CHARGE

Additional Service charge

20.1 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.

Limit on amount of additional Service Charge

20.2 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



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in calculating that percentage no account is to be taken of any additional Service Charge payable in respect of the cost of emergency work (as defined in rule 14.3).

Supplementary budget

20.3 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 charge will be due for payment; and rules 18.3, 18.4 and 19.3(a) apply as respects that draft supplementary budget as they apply as respects a draft budget and revised draft budget.

RULE 21 - FUNDS

Association funds

21.1 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.

Special treatment of certain funds

21.2 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.



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Reserve Fund

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

RULE 22-SENDING

Sending

22.1 Where a rule requires that a thing be sent:

(a) to a person it shall suffice, for the purposes of that rule, that the thing be sent to an agent of the person;

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

Method of sending

22.2 Any reference to a thing being sent shall be construed as a reference to its being:

(a) posted;

(b) delivered; or

(c) transmitted by electronic means.

Date of sending



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22.3 A thing posted shall be taken to be sent on the day of posting; and a thing transmitted by electronic means, to be sent on the day of transmission.

- 11 Disposition by FM Cathcart Limited ("Seller") to FMG Devs Limited ("Purchasers") and their successors and assignees, registered 21 Apr. 2020 of subjects on west side of Spean Street, Cathcart, Glasgow edged and numbered 1 in green on the cadastral map and registered under Title Number GLA238016 (hereinafter referred to as the "Disponed Property"), contains the following servitudes and conditions:

Schedule

Part 1: Interpretation

In this Schedule the definitions contained in the foregoing Disposition apply and:-

1. "Retained Property" means the subjects registered under Title Number GLA230299 under exception of the Disponed Property.
2. "Retained Property Servitudes" means the servitudes imposed on the Disponed Property in favour of the Retained Property, created in Part 2 of this Schedule;
3. "Disponed Property Servitudes" means the servitudes imposed on the Retained Property in favour of the Disponed Property, created in Part 4 of this Schedule;
4. "Parking Spaces" means those areas forming part of the Service Areas tinted blue and yellow on the secondary layer of the cadastral map of which an extract is included as supplementary data 1 to the title sheet;



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5. "Proprietors of the Disponed Property" means the Purchasers and their successors as owners of the Disponed Property or any part thereof.

6. "Proprietors of the Retained Property" means the Seller and their successors as owners of the Retained Property or any part thereof.

7. "Service Areas" means those areas tinted pink, brown, green, blue, yellow and edged blue on the secondary layer of the cadastral map of which an extract is included as supplementary data 1 to the title sheet in so far as forming part of the Retained Property.

8. "Service Media" means all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services or supplies and utilities and all structures and all pipes, cables, drains, sewers, conduits, transmitters, machinery and equipment ancillary to such media.

Part 2: Servitudes benefitting the Retained Property

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

1. There is reserved to the Proprietors of the Retained Property heritable and irredeemable servitude rights to use, and to inspect, maintain, upgrade, repair, replace and renew, the existing Service Media servicing the Retained Property, if any, currently lying within the Disponed Property; together with rights of access over and across the Disponed Property for such use, inspection, maintenance, upgrade, repair, replacement and renewal (but for the avoidance of doubt the foregoing rights shall not extend so as to give the Proprietors of the Retained Property any rights over any residential or



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commercial unit built on the Disposed Property, without the express prior written approval of the Proprietors of the Disposed Property).

2. There is reserved to the Proprietors of the Retained Property heritable and irredeemable servitude rights of pedestrian and vehicular access to and egress from the Retained Property for all necessary purposes over and across the Disposed Property (but for the avoidance of doubt the foregoing right shall not extend so as to give the Proprietors of the Retained Property any rights over any residential or commercial unit built on the Disposed Property, without the express prior written approval of the Proprietors of the Disposed Property).

Part 3: Servitude Conditions on the Retained Property

The following servitude conditions are imposed on the Retained Property for the benefit of the Disposed Property.

The Proprietors of the Retained Property will:

a. make good on demand all damage caused to the Disposed Property by reason of the exercise of the Retained Property Servitudes by the Proprietors of the Retained Property or their tenants, agents, employees, workmen and others authorised by them from time to time, to the reasonable satisfaction of the Proprietors of the Disposed Property;

b. procure that the Retained Property Servitudes are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to the Proprietors of the Disposed Property and their tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers; and



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c. indemnify the Proprietors of the Disposed Property in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the Retained Property Servitudes by the Proprietors of the Retained Property.

Part 4: Servitudes benefiting the Disposed Property

The following servitude rights are imposed on the Retained Property in favour of the Disposed Property:

1. Heritable and irredeemable servitude rights of pedestrian and vehicular access to and egress from the Disposed Property, including with construction traffic and heavy vehicles, over and across the Service Areas for all purposes including the construction of any development on the Disposed Property and for all and any purposes ancillary thereto (but for the avoidance of doubt the foregoing rights shall not extend so as to give the Proprietors of the Disposed Property any rights over any residential or commercial unit built on the Service Areas, without the express prior written approval of the Proprietors of the Retained Property).

2. Servitude rights to use, and to inspect, maintain, upgrade, repair, replace and renew, the existing Service Media servicing the Disposed Property, if any, currently lying within the Retained Property; and rights to make connections into any such Service Media within the Service Areas; and rights to install new Service Media with sufficient capacity to support any development on the Disposed Property over, through and under the Service Areas; together with rights of access over and across the Retained Property for such installation, use, inspection, maintenance, upgrade, repair, replacement and renewal (but for the avoidance of doubt the foregoing rights shall not extend so as to give the Proprietors of the Disposed Property any rights over any residential or commercial unit



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built on the Retained Property, without the express prior written approval of the Proprietors of the Retained Property).

Part 5: Servitude Conditions on the Disponed Property

The following servitude conditions are imposed on the Disponed Property in favour of the Retained Property:

The Proprietors of the Disponed Property will:-

a. make good on demand all damage caused to the Retained Property by reason of the exercise of the Disponed Property Servitudes by the Proprietors of the Disponed Property or their tenants, agents, employees, workmen and others authorised by them from time to time, to the reasonable satisfaction of the Proprietors of the Retained Property;

b. procure that the Disponed Property Servitudes are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to the Proprietors of the Retained Property and their tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers; and further declaring that where the Proprietor of the Disponed Property requires to take access over and across the Parking Spaces in terms of the servitude rights set out in Paragraph 1 of Part 4 of this Schedule:-

(i) such access will be taken temporarily in so far as reasonably required by the Proprietor of the Disponed Property, and the Proprietor of the Disponed Property will use reasonable endeavours to ensure that the works or matters for which such access is required are completed as expeditiously as possible; and

(ii) the Proprietor of the Disponed Property will use reasonable endeavours to give reasonable prior notice of such



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access being taken to the heritable proprietors from time to time of those parts of the Parking Spaces over which access is required.

c. procure that any Service Media to be installed shall be laid in the least burdensome way having regard to the use of the Retained Property and must not be laid without the prior consent of the Proprietors of the Retained Property as to the route(s) of such Service Media and the nature and timing of the installation works, which consent shall not be unreasonably withheld or delayed; and

d. indemnify the Proprietors of the Retained Property in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the Disposed Property Servitudes by the Proprietors of the Disposed Property.

Under declaration that no application may be made to the Lands Tribunal of Scotland under Section 90(1)(i)(a) of the Title Conditions (Scotland) Act 2003 in respect of the title conditions created in terms of this Disposition for a period of five years after the registration of this Disposition in the Land Register of Scotland.

- 12 Disposition by FM Cathcart Limited to Souter Real Estates Limited and their assignees and disponees, registered 29 Apr. 2022 of the subjects in this Title (the Subjects), contains the following declarations:

(One) In as much as that part of the subjects registered under Title Number GLA230299 (the Larger Subjects) tinted pink on the cadastral map are the benefited property for the purposes of (1) the real burdens contained in clauses 1 and 2 of part 5 of the schedule annexed to the Deed of Servitudes and Real Burdens by Scottish Power plc registered under Title



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SPECIFICATION

Number GLA230299 on 17 Nov. 2017 (specified in entry 7 of this Section); (2) the servitudes in clauses 1-5 of part 1 of the said Deed of Servitudes and Real Burdens; and (3) the servitude conditions specified in clauses 1-5 of part 4 of the said Deed of Servitudes and Real Burdens, the Subjects and the remainder of that part of the Larger Subjects tinted pink on the cadastral map are separately to constitute benefited properties in respect of those real burdens, servitudes and servitude conditions; and (Two) in as much as the Larger Subjects are the benefited property for the purposes of (1) the servitudes specified in clauses 1 and 2 of part 2 of the schedule annexed to the Disposition to FMG Devs Limited registered under Title Number GLA238016 (specified in entry 11 of this Section); and (2) the servitude conditions specified in clauses a, b, c and d of part 5 of the said Disposition, the Subjects and the remainder of the Larger Subjects are separately to constitute benefited properties in respect of those servitudes and servitude conditions;

Under declaration that with regard to the right to park in the Car Parking Spaces (as defined in the Deed of Conditions registered under Title Number GLA230299) (specified in entry 10 of this Section) as referred to in condition 11.2 of the said Deed of Conditions, the Subjects will at all times be allocated not less than one of the said Car Parking Spaces.

- 13 Explanatory Note: The descriptions of the burdened and benefited properties in any deed registered in terms of sections 4 and 75 of the Title Conditions (Scotland) Act 2003 in this Title Sheet are correct as at the stated date of registration of such deed. This is notwithstanding any additional information that may have been disclosed by the Keeper in respect of those properties.