

DEED OF CONDITIONS
(INCORPORATING THE
DEVELOPMENT MANAGEMENT
SCHEME)

by

STEWART MILNE GROUP LIMITED
and BELLWAY HOMES LIMITED

BRACKENHILL PARK, HAMILTON

2018

MORTON FRASER 
LAWYERS

CONTENTS

1	Definitions and Interpretation	3
2	Real Burdens and Scheme - Application, Creation, Variation and Discharge	7
3	Application of the Development Management Scheme	8
4	Conveyance of Scheme Property	8
5	Servitudes	9
6	Manager Burden	12
	Schedule	14
	Part 1 Scheme	14

WE, STEWART MILNE GROUP LIMITED incorporated under the Companies Acts (Company Number SC057709) and having our Registered Office at Peregrine House, Mosscroft Avenue, Westhill Business Park, Aberdeen, ("Stewart Milne") and BELLWAY HOMES LIMITED incorporated under the Companies Acts (Company Number 00670176) and having our Registered Office at Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle Upon Tyne NE13 6BE ("Bellway") CONSIDERING that Stewart Milne are the proprietors of the Stewart Milne Development and Bellway are the proprietors of the Bellway Development and CONSIDERING that we Stewart Milne and Bellway are about to develop the Development and sell the Units on their respective developments and it is desirable to set forth in writing the respective rights and responsibilities of the Owners NOW THEREFORE we, WE DO hereby PROVIDE as follows:

1 Definitions and Interpretation

1.1 In this Deed the following words and expressions shall have the following meanings:-

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

"Advisory Committee" means any such committee formed in pursuance of Rule 15.1;

"Annual General Meeting" means a General Meeting which is the annual general meeting of the Association for the relevant year;

"Association" means the owners' association for the Development established under article 4 of the Scheme Order;

"Bellway Development" means the area of ground at Brackenhill Hamilton registered in the Land Register under Title Number LAN229099

"Code" means the Code of Conduct for Property Factors in terms of the Property Factors (Scotland) Act 2011, as the same may be varied or replaced from time to time;

"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 articles 7 or 8 of the Scheme Order;

"Detached House" means a detached house on the Development;

"Developer" means Bellway quoad the Bellway Development and, in addition, any other developer to whom they convey any part of the Bellway Development, and Stewart Milne quoad the Stewart Milne Development and, in addition, any other developer to whom they convey any part of the Stewart Milne Development

"Development" means the Stewart Milne Development and the Bellway Development; Together with all buildings and other erections thereon;

"Development Common Maintenance Parts" means those parts of the Development (under exception of all Units) which from time to time comprise:

- (1) amenity open space or landscaped open space or recreational areas
- (2) play areas with associated boundary features;
- (3) the Unadopted Paths;
- (4) verges of roads;

(5) fences, walls, hedges, and other boundary features which do not form part of a Unit;

(6) Service Media excluding all Service Media situated within a Unit;

(7) Service Strips;

(8) Visibility Splays;

(9) SUDS Systems or other surface water attenuation structures, filtration trenches and like items;

(10) Parking Spaces and relative accesses, excluding all Parking Spaces within any Unit; and

(11) any other parts of the Development that are conveyed to, and held by, the Owners' Association from time to time,

but excluding all Units;

"Emergency Work" means work which requires to be carried out to Scheme Property (1) to prevent damage to any part of the Scheme Property or to any other property; or (2) in the interests of health or safety, in either case in circumstances in which it is not practicable to consult the Manager before carrying out the work;

"Flatted Dwellinghouse" means any flatted dwellinghouse within the Development

"Garage" means a garage within the Development owned exclusively by an Owner;

"General Meeting" means a general meeting of the Association;

"Houses" means all Detached Houses, Semi-detached Houses, Terraced Houses and Flatted Dwellinghouses; and **"House"** means any one of them;

"Initial Deposit" means TWO HUNDRED POUNDS (£200) STERLING or such other sum as may be determined by the Association;

"Last Disposal Date" means the first date upon which we, the Developer, no longer own any Unit;

"Managed Gardens" means those areas comprising the front and side gardens of each Unit, so far as open to a road or footpath and not enclosed by a boundary fence, including any hedging regulated in accordance with Rule 25;

"Maintenance" includes maintenance, repairs or replacement, cleaning, painting, and other routine works, gardening and the day to day running of property; but does not include demolition, alteration or improvement unless reasonably incidental to maintenance; and **"Maintain"** and **"Maintaining"** shall be construed accordingly;

"Manager" means the organisation or person (as applicable) appointed in accordance with Clause 6.2 or Rule 7;

"Member" means a member of the Association, in accordance with Rule 2.3;

"Neighbour Consent" means (a) with regard to the Bellway Development (i) whilst Bellway owns any Unit, the prior written consent of Bellway or (ii) when Bellway no longer owns any Unit, the prior written consent of the Owners of any other Unit with which it shares a common boundary; and (b) with regard to the Stewart Milne Development whilst Stewart Milne owns any Unit, the prior written consent of

Stewart Milne or (ii) when Stewart Milne no longer owns any Unit, the prior written consent of the Owners of any other Unit with which it shares a common boundary

"Owner" means the person who has right to any Unit, whether or not that person has completed title (and if more than one person comes within that description it means such person as has most recently acquired such right); declaring that (1) where two or more persons have right pro indiviso then **"Owner"** for that Unit means both or all of them; and (2) Stewart Milne shall be the owner of any Unit in the Stewart Milne Development and Bellway shall be the owner of any Unit within the Bellway Development for this purpose, until such time as a third party becomes the owner of the relevant Unit;

"Parking Space" means a parking space within the Development, whether or not owned by any Owner or Owners;

"PL Insurance" means an insurance policy in relation to the Development Common Maintenance Parts and (until such time as they are adopted for maintenance by the local authority) the Prospectively Adoptable Roads and Footpaths, against property owners' liability:

(1) the insured party under which is the person with title to such parts of the Scheme Property; and

(2) for not less than FIVE MILLION POUNDS (£5,000,000) STERLING in respect of one incident;

"Prospectively Adoptable Roads and Footpaths" means the roads and associated footpaths constructed or to be constructed within the Development to provide vehicular and pedestrian access to the Units but excluding (1) any roads and footpaths which are within any Unit; and (2) the Unadopted Paths;

"Regulations" means regulations made under Rule 3.6;

"Reserve Fund" means money held on behalf of the Association to meet the cost of long term Maintenance, improvement or alteration of Scheme Property or to meet such other expenses of the Association as the Association may determine;

"Schedule" means the Schedule annexed and executed as relative to, and which forms part of, this Deed;

"Scheme" means the scheme of rules for the management of land set out in Schedule 1 to the Scheme Order, with variations applicable to the Development, all as such scheme of rules as so varied is set out in the Schedule Part 1, and with any other variations that may subsequently be made to that scheme as so varied;

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

"Scheme Property" means:

(1) the Development Common Maintenance Parts; and

(2) the Prospectively Adoptable Roads and Footpaths;

"Semi-detached House" means one of two houses on the Development which are joined one to each other by a wall or gable one half width of which forms part of each such house;

"Service Charge" means the contribution to Association funds payable in accordance with Part 4 of the Scheme and includes (1) additional service charge

(2) the costs of putting and keeping in place the PL Insurance and (3) the Upkeep of the Managed Gardens;

"Service Media" means pipes, drains, sewers, gutters, wires, conduits, cables, wires, transmitters, connections, pumps, valves, manholes, flues and any other means of conveyance of or release of services or emissions, including water, gas, electricity, drainage, telecommunications and other services;

"Service Strips" means those parts of the Development which are designated by the Developer as service strips for Service Media for the leading of any water, gas, electricity, drainage, telecommunications and other services;

"Sewer Wayleave Area" means those parts of the Development (including parts of a Unit) which are designated by the Developer as sewer wayleaves for the leading of any foul or surface water sewers

"Stewart Milne Development" means the areas of ground at Brackenhill, Hamilton registered in the Land Register of Scotland under Title Number LAN216338;

"SUD Systems" means a sustainable urban drainage system including all pipes, conduits, swales, water courses and ponding areas constructed in accordance with a specification which is approved by the local authority and the Scottish Environmental Protection Agency, each to the extent necessary for the purposes of such a system at the relevant time of construction;

"Terraced House" means a house on the Development forming part of a row of three or more attached houses;

"Upkeep" means with respect to the Managed Gardens the cutting of the grass and trimming of any hedge but excludes any necessary watering, feeding, weeding or other treatment of the grass;

"Unadopted Paths" means those footpaths and cycle paths, constructed or to be constructed within the Development (but not forming part of any Unit), which are not intended by the Developer to be adopted for maintenance by the local authority;

"Unit" means any House together with any plot of ground associated therewith and any other buildings or erections on such plot;

"VAT" means value added tax;

"Visibility Splays" means those parts of the Development which are adjacent to any of the Prospectively Adoptable Roads and Footpaths and which comprise a visibility splay area relative to such Prospectively Adoptable Roads and Footpaths;

and (as applicable) the plural version or the singular version of any of such defined terms shall be construed accordingly.

1.2 In this Deed, unless the context requires otherwise:

1.2.1 the Clause or Rule headings do not affect the interpretation of this Deed;

1.2.2 references to Clauses are to clauses of this Deed;

1.2.3 references to Rules are to Rules of the Scheme;

1.2.4 words importing the singular include the plural and vice versa, words importing any gender include all other genders, words importing the

- whole are to be treated as including reference to any part of the whole and words importing persons shall include corporations and vice versa;
- 1.2.5 if any party is more than one person, all obligations on the part of that party shall be construed as joint and several among such persons;
- 1.2.6 any rights conferred upon any Owner may be validly exercised:
- 1.2.6.1 in circumstances where a Unit is owned by two or more persons, then by any one or more of such persons; and
- 1.2.6.2 by any person duly authorised by such Owner including its tenants, invitees, agents and contractors, but subject always to any limitations or restrictions imposed upon such Owner by this Deed and provided that where such authorisation is in relation to voting, then it must be in writing in the form of a proxy;
- 1.2.7 any rights conferred upon the Manager may be validly exercised by any person duly authorised by the Manager including its agents and contractors, but subject always to any limitations or restrictions imposed upon the Manager by this Deed;
- 1.2.8 any restriction or prohibition imposed on any of the Owners shall be deemed to include an obligation on the relevant Owners to procure that any occupier of, or visitor to, that Owner's Unit complies with, and does not breach, the relevant restriction or prohibition;
- 1.2.9 any phrase introduced by the words "including", "include" or "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
- 1.2.10 reference to statute or statutory provisions is a reference to it as it is in force from time to time and includes:-
- 1.2.10.1 any statute, statutory provision or subordinate legislation which it amends or re-enacts; and
- 1.2.10.2 any subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.11 any right of access onto or over any part of the Development for the purposes of (1) inspection (2) Maintenance or (3) construction, includes the right to take contractors, equipment and materials onto the relevant part of the Development for the purposes of carrying out the relevant inspection, Maintenance or construction; and
- 1.2.12 all sums payable under this Deed are expressed exclusive of any VAT properly chargeable thereon and any obligation contained in this Deed to pay any sum of money shall be deemed to include in addition an obligation to pay VAT (if any) charged or chargeable in respect of such sum, and that at the like time as payment of such sum is due by the relevant Owner.

2 **Real Burdens and Scheme - Application, Creation, Variation and Discharge**

2.1 Creation of real burdens and manager burden

2.1.1 Clause 4 is imposed on the Development as a community burden in which the community is the Development, and is enforceable by the Owners and any other proprietors of any part of the Development.

2.1.2 Clause 6 is a manager burden.

2.2 Date of creation and application

The provisions of this Deed (including the Scheme as applied to the Development by this Deed) take effect, in respect of the whole of the Development on the date on which this Deed is registered in the Land Register of Scotland.

2.3 Disapplication of Section 35

Section 35 of the Act does not apply to the community burdens created in this Deed.

2.4 Lands Tribunal applications

No application shall be made, in respect of any of the real burdens (including community burdens and manager burdens) or servitudes set out in this Deed, to the Lands Tribunal for Scotland under S90(1)(a)(i) or S91(1) of the Act at any time before the date occurring 5 years after the date of registration of this Deed in the Land Register of Scotland.

3 **Application of the Development Management Scheme**

3.1 The Scheme will apply to the Development.

3.2 The Association to which the Scheme applies will be known as "The Brackenhill Park Owners' Association".

3.3 The first Manager will be the person appointed in terms of Clause 6.2 and Rule 7.1.

4 **Conveyance of Scheme Property**

4.1 Any Developer is entitled, at its absolute discretion, at any time, to transfer title to the whole or any part of the Scheme Property to the Association.

4.2 Each conveyance to the Association of the whole or any part of the Scheme Property (under such exclusion) (in this Deed called a "**Conveyance**") in implement of the entitlement or obligation of the Developer in terms of Clause **Error! Reference source not found.**, shall:

4.2.1 be for no consideration;

4.2.2 include a plan of the property being conveyed which is acceptable for land registration purposes; and

4.2.3 be accompanied by a remittance from the Developer to meet:

4.2.3.1 the registration dues of the Conveyance in the Land Register of Scotland; and

4.2.3.2 the sum of £500 towards the fees of the solicitor for the Association who will submit the application or applications referred to in Clause 4.3.2.

- 4.3 The Owners shall be bound to procure that the Association:
- 4.3.1 accepts any and each Conveyance;
 - 4.3.2 submits, or procures the submission of, an application to register each Conveyance in the Land Register of Scotland within fourteen days of receipt of the relevant Conveyance by the Association;
 - 4.3.3 does not withdraw, or permit the withdrawal of, any such application; and
 - 4.3.4 uses all reasonable endeavours to procure that the Association is registered in the Land Register of Scotland as the proprietor of the property conveyed by each Conveyance.
 - 4.3.5 within 28 days of any request by any Developer grants in favour of any utility provider as such provider and/or as proprietor of a relevant benefited property a Deed of Servitude in respect of any Service Media located within any Scheme Property vest in the Association.

5 Servitudes

5.1 Continuing Community Servitudes

- 5.1.1 For the purposes of this Clause 5.1
 - 5.1.1.1 the burdened property is the Development; and
 - 5.1.1.2 the benefited properties are each Unit.
- 5.1.2 The following servitudes are imposed on the Development in favour of each Unit, which imposition includes the grant of such servitudes in favour of the Owners of each Unit:
 - 5.1.2.1 a right of access for pedestrian, and (relative to roads) for vehicular (including construction), traffic over:
 - 5.1.2.1.1 the Prospectively Adoptable Roads and Footpaths; and
 - 5.1.2.1.2 any other part of the Development Common Maintenance Parts that is, from time to time, laid out as roads or footpaths;
 - 5.1.2.2 a right of access over, and a right to erect or attach scaffolding on or to, any Unit for the purpose of Maintaining any Unit, but this right of access does not extend to the inside of any House unless there is no other reasonably practicable method of carrying out the relevant Maintenance;
 - 5.1.2.3 a right to retain in place any Service Media situated under or over the Development which serves any Unit; and
 - 5.1.2.4 a right of access over any part of the Development on which no building has been erected for the purposes of

Maintaining any Service Media, situated under or over the Development, which serves any Unit.

5.1.2.5 a right of access to and over any Unit for the purposes of Upkeep of the Managed Gardens.

5.2 Development Servitudes burdening the Development

5.2.1 For the purposes of this Clause 5.2:

5.2.1.1 the burdened property is the Development; and

5.2.1.2 the benefited properties are each Unit;

5.2.2 The following servitudes are imposed on the Development in favour of each Unit, which imposition includes the grant of such servitudes in favour of the Owners of each Unit:

5.2.2.1 a right:

5.2.2.1.1 to construct the Prospectively Adoptable Roads and Footpaths; and

5.2.2.1.2 to the extent reasonably necessary to facilitate such construction, to take access onto and over any unbuilt upon parts of the Development;

5.2.2.2 a right to lead through and install and retain in place any Service Media over or under any unbuilt upon parts of the Development;

5.2.2.3 a right to connect to any Service Media situated under or over the Development and to retain such connection in place; and

5.2.2.4 a right of access over any unbuilt upon parts of the Development for the purposes of Maintaining any Service Media situated under or over the Development.

5.2.3 The rights conferred by Clause 5.2.2:

5.2.3.1 may be exercised in relation to any current or future development of the benefited property under this Clause 5.2; but

5.2.3.2 are extinguished in relation to any part of the benefited property under this Clause 5.2 when that part ceases to be owned by the Developer EXCEPT for the rights to retain in place:

5.2.3.2.1 any Service Media already laid and installed in terms of Clause 5.2.2.2; and

5.2.3.2.2 any connections already made in terms of Clause 5.2.2.3,

which such rights to retain in place shall not be so extinguished.

5.3 Development servitudes benefiting the Development

5.3.1 For the purposes of this Clause 5.3:

5.3.1.1 each Unit is a burdened property; and

5.3.1.2 the Development is the benefited Property.

5.3.2 The following servitudes are imposed on each Unit in favour of the Development, which imposition includes the grant of such servitudes in favour of the proprietors of any part of the Development:

5.3.2.1 a right of access over any Unit, but this right shall not include any right of access inside any House;

5.3.2.2 a right of access to and over any Unit for purposes of Upkeep of the Managed Gardens.

5.3.2.3 a right to erect scaffolding on, or to attach scaffolding to any Unit or House; and

5.3.2.4 a right to intrude into the airspace above any Unit, including to have:

5.3.2.4.1 the jib (but not the counterweight) of any crane; or

5.3.2.4.2 the arm and basket of any cherry picker vehicle or equipment,

travel through (including remaining static at periods within) such airspace,

in each case for the purpose of the erection of a building or other structure on any other part of the Development.

5.3.3 The rights conferred by Clause 5.3.2 (save those conferred by Clause 5.3.2.2) are extinguished in respect of any part of the Development (as the benefited property) when that part ceases to be owned by the Developer.

5.4 Servitude conditions

The persons exercising any of the rights set out in Clauses 5.1, 5.2 and 5.3 must:

5.4.1 except:

5.4.1.1 when exercising the rights under Clauses 5.1.2.1, 5.1.2.3 and 5.1.2.5; or

5.4.1.2 in an emergency,

give reasonable prior written notice to the relevant Owner(s) of the relevant burdened property;

5.4.2 exercise the rights at reasonable times and in a reasonable manner;

5.4.3 keep to the minimum reasonably practicable, any disturbance and interference caused by such exercise; and

5.4.4 make good, as soon as reasonably practicable, any physical damage caused to any part of the Development by such exercise.

5.5 Servitudes - Further Grant

Any Owner within 28 days of such request by the Developer shall grant in favour of any third party as utility provider or as proprietor of a relevant benefited property a Deed of Servitude in respect of any Service Media located within the Owner's Unit.

6 **Manager Burden**

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

6.2 The Developer, or anyone appointed by the Developer for the purpose, may act as the Manager for the Development until the earlier to occur of:

6.2.1 the date occurring five years after the date on which this Deed is registered in the Land Register of Scotland; and

6.2.2 the Last Disposal Date.

6.3 Any Manager appointed under the power set out in Clause 6.2:

6.3.1 will be an agent of the Association;

6.3.2 must perform the duties imposed on the Manager by the Scheme; and

6.3.3 will have the powers of the Manager set out in the Scheme.

IN WITNESS WHEREOF these presents on this and the preceding 9 pages with the Schedule are

Subscribed for and on behalf of Stewart Milne Group Limited

by MARLYN LOUISE BOAL

at UDDINGSTON

on 8 MARCH 2018

in the presence of:-

Director/Authorised
Signatory

Witness

Sheila Eslemont

Full Name

SHEILA ESLEMONT

Address

8 KILSO AVENUE
GLASGOW, G73 3BX

Subscribed for and on behalf of Bellway Homes Limited

by HARRY SMITH

at Edinburgh

on 05 MARCH 2018

in the presence of:-

Witness [Signature]

Full Name ANDREW SMITH LESUE

Address S Atholl Crescent
Edinburgh

[Signature]
.....
Director/Authorised Signatory

This is the Schedule referred to in the foregoing Deed of Conditions by STEWART MILNE GROUP LIMITED and BELLWAY HOMES LIMITED in respect of Brackenhill Park, Hamilton

SCHEDULE

PART 1 SCHEME

PART 1 - INTERPRETATION

RULE 1 - INTERPRETATION

1 Definitions

In this Scheme, the definitions in Clause 1.1 apply.

PART 2 - THE OWNERS' ASSOCIATION

2 RULE 2 – ESTABLISHMENT, STATUS ETC.

2.1 Establishment

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

2.2 Status

The association is a body corporate to be known as "The Brackenhill Park, Hamilton Owners' Association".

2.3 Members of the Association

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

2.4 Address of association

The address of the Association is that of:

(a) the Development; and

(b) the Manager,

or either of them.

3 RULE 3 – FUNCTION, POWERS AND ENFORCEMENT

3.1 Function of Association

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

3.2 Powers of the Association

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

- (a) own, or acquire ownership of, any part of the Development;
- (b) carry out Maintenance, improvements or alterations to, or demolition of, the Scheme Property;
- (c) enter into a contract of insurance in respect of the Development or any part of it (and for that purpose the Association is deemed to have an insurable interest);
- (d) purchase, or otherwise acquire or obtain the use of, moveable property;
- (e) require Owners 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.

3.3 **Prohibited activities**

The Association shall not have power to:

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

3.4 **Scheme to be binding**

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

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

3.5 **Enforcement of Scheme**

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.

3.6 **Regulations**

The Association may, at a General Meeting:

(a) make regulations as to the use of recreational facilities which are part of the Scheme Property; and

(b) revoke or amend regulations made under paragraph (a),

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

4 **RULE 4 – THE MANAGER**

4.1 **Association to have Manager**

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.

4.2 **Power to remove manager**

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

4.3 **Validity of actings of Manager**

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

4.4 **Manager to be agent**

The Manager is an agent of the Association.

4.5 **Exercise of powers**

Subject to this 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.

4.6 **Duties owed to Association and Members**

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

4.7 **Manager to comply with directions**

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

(a) powers conferred; or

(b) duties imposed,

on the Association or on the Manager.

4.8 **Information about management**

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

4.9 **Notice to Manager on sale etc. of Unit**

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

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

5 **RULE 5 – EXECUTION OF DOCUMENTS**

5.1 **Execution of documents by Association**

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

- (a) the Manager; or
- (b) a person nominated for the purpose by the Association at a General Meeting, provided that the Manager or person acts within actual or ostensible authority to bind the Association.

6 **RULE 6 – WINDING UP**

6.1 **Commencement of winding up**

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

6.2 **Distribution of funds**

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

6.3 **Final accounts**

The Manager must:

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

6.4 **Automatic dissolution of Association**

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

6.5 **Delayed dissolution**

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

PART 3 - MANAGEMENT

7 **RULE 7 – APPOINTMENT OF MANAGER**

7.1 **First Manager**

The first Manager is Hacking and Paterson Management Services, 1 Newton Terrace, Glasgow G3 7PL and:

7.1.1 acts as manager until the date of the next Annual General Meeting which is held after the earlier of:

7.1.1.1 the date occurring five years after the date on which the foregoing Deed of Conditions is registered in the Land Register of Scotland; and

7.1.1.2 the Last Disposal Date;

under declaration that pending such Annual General Meeting or failing appointment of an alternative Manager at such Annual General Meeting the appointment of such first Manager shall meantime continue.

7.1.2 is entitled to reasonable remuneration; and

7.1.3 is eligible for reappointment.

7.2 **Appointment of Manager**

The Association:

7.2.1 at the next Annual General Meeting which is held after the earlier to occur of:

7.2.1.1 the date occurring five years after the date on which the foregoing Deed of Conditions is registered in the Land Register of Scotland; and

7.2.1.2 the Last Disposal Date;

or

7.2.2 if a Manager's period of office expires or a vacancy occurs, at any subsequent General Meeting,

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

7.3 **Certificate of appointment**

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

7.3.1 that person; and

7.3.2 on behalf of the Association, a Member,

must sign a certificate recording the making, and the period, of the appointment.

8 **RULE 8 – DUTIES OF MANAGER**

Duties of manager

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

- 8.1.1 from time to time carry out inspections of the Scheme Property;
- 8.1.2 arrange for the carrying out of Maintenance to Scheme Property;
- 8.1.3 arrange for the Upkeep of the Managed Gardens;
- 8.1.4 put and keep in place the PL Insurance;
- 8.1.5 fix the financial year of the Association;
- 8.1.6 keep proper financial records of the dealings and activities of the Association and prepare the accounts of the Association for each financial year;
- 8.1.7 implement any decision made by the Association at a General Meeting or by the Developer in terms of Rule 11.5;
- 8.1.8 in so far as it is reasonable to do so, enforce–
 - 8.1.8.1 any obligation owed by any person to the Association; and
 - 8.1.8.2 the provisions of this Scheme and of any Regulations which have taken effect;
- 8.1.9 if there are Regulations, keep a copy of them (taking account of revocations and amendments);
- 8.1.10 keep a record of the name and address of each Member;
- 8.1.11 comply with the Code; and
- 8.1.12 accept (as agent of the Association), and procure the submission for registration in the Land Register on behalf of the Association of, any dispositions of Scheme Property as referred to in Clause 4.

9 **RULE 9– CALLING OF GENERAL MEETINGS**

9.1 **First Annual General Meeting**

The first Annual General Meeting must be called by the Manager and held not later than twelve months after the day on which, in accordance with Rule 2.1, the Association is established.

9.2 **Annual General Meetings**

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

9.3 **Other General Meetings**

The Manager may call a General Meeting at any time and must call a General Meeting if:

- 9.3.1 a revised draft budget requires to be considered;
- 9.3.2 required to call that meeting by Members holding not less than twenty five per cent (25%) of the total number of votes allocated; or
- 9.3.3 so required by a majority of the Members of the Advisory Committee.

9.4 **Calling of meeting**

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

- 9.4.1 a notice stating:
 - 9.4.1.1 the date and time fixed for that meeting and the place where it is to be held; and
 - 9.4.1.2 the business to be transacted at that meeting; and
- 9.4.2 if that meeting is an Annual General Meeting, copies of the draft budget and (except in the case of the first Annual General Meeting) the accounts of the Association for the last financial year.

9.5 **Validity of proceedings**

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

9.6 **Member's right to call meeting in certain circumstances**

Any Member may call a General Meeting if:

- 9.6.1 the Manager fails to call a General Meeting:
 - 9.6.1.1 in a case where Rule 9.3.2 or 9.3.3 applies, not later than fourteen days after being required to do so as mentioned in those Rules; or
 - 9.6.1.2 in any other case, in accordance with this Scheme; or
- 9.6.2 the Association does not have a Manager.

9.7 **Procedure where Member calls meeting**

Where, under Rule 9.6, a General Meeting is called by a Member:

- 9.7.1 any Rule imposing a procedural or other duty on the Manager in relation to General Meetings (other than the duty imposed by Rule 9.4.2) applies as if it imposed the duty on the Member; and
- 9.7.2 if there is a Manager, the Member must send that person a notice stating the date and time fixed for the General Meeting, the business to be transacted at it and the place where it is to be held.

10 **RULE 10 – GENERAL MEETINGS: QUORUM**

10.1 **Number required for quorum for a General Meeting**

A quorum for a General Meeting is the Owners (or Owners' representatives) of at least forty per cent (40%) of all of the Units.

10.2 **Quorum necessary for a General Meeting to begin**

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

- 10.2.1 the General 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
- 10.2.2 the Manager (or any Member) must send to each Member a notice stating the date and time fixed for the postponed General Meeting and the place where it is to be held.

10.3 **No quorum at postponed General Meeting**

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

10.4 **Quorum need not be maintained at a General Meeting**

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

11 **RULE 11 – GENERAL MEETINGS: VOTING**

11.1 **Allocation and exercise of votes**

- 11.1.1 For the purpose of voting on any proposal at a General Meeting:
 - 11.1.1.1 one vote is allocated to each Unit; and
 - 11.1.1.2 any right to vote is exercisable by the Owner of each relevant Unit or by someone (not being the Manager) nominated in writing, by the Owner of that Unit, to vote.
- 11.1.2 At a General Meeting, the Developer has one vote for each Unit for which there is planning permission which is owned by the Developer (regardless of whether or not any of such Units have been constructed).

11.2 **Exercise of vote where two or more persons own unit**

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

11.3 **Decision by majority**

Except as set out in Rule 11.5 or where this Scheme otherwise provides, a decision is made by the Association at a General Meeting by majority vote of all the votes cast.

11.4 **Method of voting**

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

11.5 **Final decision by Developer**

11.5.1 For so long as the Developer owns any Unit for which there is planning permission (regardless of whether or not any such owned Unit has been constructed), the Developer shall have the final decision on:

11.5.1.1 any proposal at a General Meeting; and

11.5.1.2 on any other matter affecting the Development.

11.5.2 Such final decision by the Developer shall:

11.5.2.3 be binding on all Members and Owners; and

11.5.2.4 over-ride any decision made by the Members or Owners or the Manager in respect of the same matter.

12 **RULE 12 – GENERAL MEETINGS: FURTHER PROVISIONS**

12.1 **Election of convener**

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

12.2 **Additional business**

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

12.3 **Manager to attend and keep record of business transacted at General Meeting**

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

12.3.1 keep a record of the business transacted; and

12.3.2 not later than twenty one days after the date of that General Meeting, send a copy of the record of business to each Member,

and where the Manager does not attend the convener is to nominate a person present to carry out the Manager's duties under Rules 12.3.1 and 12.3.2 in respect of that General Meeting.

13 **RULE 13 – SPECIAL MAJORITY DECISIONS**

13.1 **Special majority required**

The Association may:

- 13.1.1 make a payment out of any Reserve Fund which it has formed; or
- 13.1.2 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 has, at a General Meeting, by majority vote of all the votes allocated, determined to do so.

13.2 **Consent of owner to be given where not common property**

Where the relevant part of the Scheme Property in respect of which a determination under Rule 13.1.2 has been made, or is to be made, is owned by the Owner of a single Unit, such determination may be implemented only if the Owner of the relevant part of the Scheme Property consents in writing to the improvements, alterations or demolition in question.

14 **RULE 14 – EMERGENCY WORK**

14.1 **Power to instruct etc.**

Any Emergency Work that needs to be carried out is to be instructed by the Manager except where due to:

- 14.1.1 the nature of the emergency; or
- 14.1.2 the time of day when the requirement for Emergency Work to be carried out occurs,

it is not practicable or possible for a Member to contact the Manager, in which case the Emergency Work may be instructed by a Member.

14.2 **Reimbursement of Member**

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

15 **RULE 15 – ADVISORY COMMITTEE**

15.1 **Power to elect Advisory Committee**

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:

- 15.1.1 exercise of powers; and

15.1.2 fulfilment of duties,

under or by virtue of this Scheme.

15.2 Manager to consult Advisory Committee

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

16 RULE 16 – VARIATION

16.1 Deeds of variation under article 7

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

16.2 Deeds of variation under article 8 and deeds of disapplication

The Manager may, on behalf of the Association, grant a deed of variation under article 8 of the 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.

17 RULE 17 – WINDING UP

17.1 Distribution of funds on winding up

Where funds are distributed under Rule 6.2 the basis of distribution is that the Owner of each Unit receives one share in relation to the, or each, Unit owned by that Owner.

PART 4 - FINANCIAL MATTERS

18 RULE 18 – ANNUAL BUDGET

18.1 Duty of manager to prepare annual budget

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

18.2 Content of draft budget

A draft budget is to set out:

18.2.1 the total Service Charge and the quarterly dates on which the Service Charge will be due for payment to the Manager;

18.2.2 a breakdown of the amount of Service Charge to show where appropriate the amounts attributable to the various elements of Scheme Property and the Managed Gardens;

18.2.3 an estimate of any other funds which the Association is likely to receive and the source of those funds;

18.2.4 an estimate of the expenditure of the Association other than the Service Charge; and

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

18.3 Consideration of draft budget by Association

The Association may at a General Meeting:

18.3.1 approve the draft budget subject to such variations as it may specify; or

18.3.2 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 General Meeting at which the budget is rejected.

18.4 Rejected budget – payment of Service Charge

If a 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 such Service Charge was originally due for payment.

18.5 Revised draft budget

At a General Meeting at which a revised draft budget is considered, the Association may approve or reject the budget as mentioned in Rules 18.3.1 and 18.3.2.

19 RULE 19 – SERVICE CHARGE

19.1 Amount of Service Charge

Except where Rule 19.2 applies, the Owner of each Unit shall be liable for an equal share of the amount of any Service Charge imposed under this Scheme which is attributable to the Scheme Property and the Upkeep of the Service Strips and each Owner of a Unit which includes an area forming part of the Managed Gardens shall also be liable for an equal share of the amount of any Service Charge imposed under this Scheme which is attributable to Upkeep of the Managed Gardens.

19.2 Service charge exemptions

19.2.1 The Manager shall charge no remuneration in respect of any unoccupied Units owned by the Developer.

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

19.3 Initial Deposit

19.3.1 On taking title to a Unit, the Owner of that Unit must pay the Initial Deposit to the Manager.

19.3.2 Subject to Rule 19.3.3, all Initial Deposits paid to the Manager must be held in accordance with the provisions of the Code or (if the Code ceases to exist) in accordance with Rule 21.

19.3.3 If, at any time, any Owner fails to pay to the Manager any sum due by that Owner in terms of this Scheme, then, without prejudice to any other rights of the Manager to recover the relevant sum due:

19.3.3.1 the Manager is entitled to use the whole or part of the Initial Deposit paid by the relevant Owner to meet the whole or part of such outstanding debt; and

19.3.3.2 the relevant Owner must pay to the Manager, on demand, such amount as is then required to replace, in the Association funds, the used whole or part of that Owner's Initial Deposit.

19.3.4 On ceasing to be an Owner of a Unit, a person is entitled to repayment of their Initial Deposit in relation to that Unit:

19.3.4.3 without interest; and

19.3.4.4 under deduction of any sums due by that person in terms of this Scheme,

but only after the Initial Deposit for that Unit has been paid by the new Owner of that Unit.

19.4 **Manager to collect Service Charge**

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

19.4.1 must send to the Owner of each Unit a notice requiring payment, on the date (or dates) specified in the budget, of the amount of the Service Charge so specified; and

19.4.2 may send to the Owner of each Unit at any time a notice:

19.4.2.1 requiring payment, on the date (or dates) stated in the notice, of an additional amount of Service Charge determined under Rule 20.1; and

19.4.2.2 explaining why the additional amount is payable,

and the Owner of each Unit is liable for that amount and any such additional amount accordingly.

19.5 **Redistribution of share of costs**

Where an Owner is liable for a Service Charge under Rule 19.1, but that 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 or that Owner refuses or delays making payment) then that Service Charge:

19.5.1 is to be shared equally among the Owners of all of the other Units; or

19.5.2 if the other Owners so decide, is to be met out of any Reserve Fund,

but that Owner remains liable for the Service Charge.

19.6 **Interest payable on overdue Service Charge**

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.

20 **RULE 20 – ADDITIONAL SERVICE CHARGE**

20.1 **Additional Service Charge**

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

20.2 **Limit on amount of additional Service Charge**

In any financial year the total amount of any additional Service Charge determined under Rule 20.1 is not to exceed twenty five per cent (25%) of the total Service Charge for that year as set out in the budget approved by the Association; but in calculating that percentage no account is to be taken of any additional Service Charge payable in respect of the cost of Emergency Work.

20.3 **Supplementary budget**

If in any financial year the Manager considers that any additional Service Charge exceeding the percentage mentioned in Rule 20.2 should be payable, the Manager must prepare and submit to the Association at a General Meeting a draft supplementary budget setting out the amount of the additional Service Charge and the date (or dates) on which the additional Service Charge will be due for payment; and Rules 18.3, 18.4 and 19.4.1 apply as respects that draft supplementary budget as they apply as respects a draft budget and revised draft budget.

21 **RULE 21 – FUNDS**

21.1 **Association funds**

Any Association funds must be:

held in the name of the Manager as agents for the Association; .

21.2 **Special treatment of certain funds**

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

21.2.1 deposited in a non interest bearing account in the name of the Manager as agents for the Association; or

21.2.2 invested in such other way as the Association may at a General Meeting decide.

21.3 **Reserve Fund**

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

22 **RULE 22 – SENDING**

22.1 **Sending**

Where a Rule requires that a thing be sent:

- 22.1.1 to a person, it shall suffice, for the purposes of that Rule, that the thing be sent to an agent of the person;
- 22.1.2 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").

22.2 **Method of sending**

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

- 22.2.1 posted;
- 22.2.2 delivered; or
- 22.2.3 transmitted by electronic means.

22.3 **Date of sending**

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.

PART 5 - AMENITY RULES

23 **RULE 23 - RESTRICTIONS ON BUILDING**

- 23.1 No building (whether permanent, temporary, or portable) may be erected on a Unit other than:
 - 23.1.1 a House; or
 - 23.1.2 buildings that are reasonably ancillary to a House including a Garage, greenhouse, garden shed or conservatory.
- 23.2 No building (other than an ancillary building) on a Unit can be enlarged, externally altered or reconstructed or rebuilt without Neighbour Consent.
- 23.3 An ancillary building (including any Garage) or a Parking Space cannot be owned or let separately from the House with which it is associated.

24 **RULE 24 - OCCUPATION, USE AND OTHER RESTRICTIONS FOR HOUSES**

- 24.1 Each House must be used as a private dwelling only and no House (or any other part of the Unit on which that House is erected) may be used, even in an ancillary capacity, for any shop, trade, business or profession EXCEPT that these restrictions shall not apply to:
 - 24.1.1 the use of any Unit by the Developer for the marketing and sale of the Development; or
 - 24.1.2 the use of one room in a House, by the Owner of that House, for working from home provided that such work:
 - 24.1.2.1 does not involve:
 - 24.1.2.1.1 any form of manufacturing; or

- 24.1.2.1.2 visits to such House, by customers or other persons, related to the work being carried out in the House; and
- 24.1.2.2 is not noisy or otherwise the cause of a nuisance or disturbance of any kind to any other Owners or occupiers of any part of the Development.
- 24.2 A House must not be subdivided or occupied by more than a reasonable number of persons at a time.
- 24.3 No board, card, plate or advertising notice of any kind may be placed on a House Unit EXCEPT that this restriction shall not apply:
- 24.3.1 to any advertising board, notices or signage erected by the Developer for the marketing and sale of the Development; or
- 24.3.2 to a board or notice in relation to the sale of a House placed on a House;
- 24.3.3 to a maximum of two small plates on a House showing the name of the owner or of the House or its number.
- 24.4 No caravan, boat, trailer or commercial or light goods vehicle with a capacity exceeding 12 m³ may be parked on any Unit EXCEPT that caravans, boats and trailers may be parked:
- 24.4.1 in a Garage; or
- 24.4.2 (provided that this does not affect the amenity of any neighbour) behind the build line of a House.
- 24.5 Subject to the exception in Rule 24.4, any Garage or driveway within any Unit may only be used for the parking of private cars, motor cycles or pedal cycles.
- 24.6 Each Owner must not:-
- 24.6.1 keep any poultry, ducks, pigeons, bees or other livestock;
- 24.6.2 keep any other animal which is a nuisance to adjoining Owners; or
- 24.6.3 breed any animals
- in or on his House or Unit.
- 24.7 No change is to be made to the colour of the external paintwork of any House.
- 24.8 No satellite dish may be affixed to the front elevation of any Unit
- 24.9 In relation to refuse or rubbish:
- 24.9.1 rubbish bins or bags or any other form of refuse receptacle or any other articles of any nature must not be left or deposited generally within the Development;
- 24.9.2 all rubbish or refuse must be:
- 24.9.2.1 stored appropriately; or

24.9.2.2 removed from the Development to another appropriate disposal location; and

24.9.3 each Owner is responsible for ensuring that clear access is available by the designated route at all times to permit refuse receptacles to be moved and replaced as may be required for uplift by the Local Authority or other responsible party.

24.10 Nothing may be done on any Unit which constitutes a nuisance or which occasions disturbance to any other Owners.

25 **RULE 25 - THE MANAGED GARDENS and THE SERVICE STRIPS**

The Upkeep of the Managed Gardens and the Service Strips shall be undertaken by the Manager.

26 **RULE 26 - USE OF GARDEN GROUND**

Except insofar as occupied by:-

26.1 buildings;

26.2 driveways including any mutual access or Parking Spaces; or

26.3 paths or paved areas; or

each Unit is to be laid out and used as ornamental or garden ground (including drying greens). All grassed areas within the Managed Gardens will be maintained as such in all time coming.

27 **RULE 27 - USE OF DEVELOPMENT COMMON MAINTENANCE PARTS AND PROSPECTIVELY ADOPTABLE ROADS AND FOOTPATHS**

27.1 The Development Common Maintenance Parts and the Prospectively Adoptable Roads and Footpaths must remain open and unbuilt upon in all time coming, save for any cycle racks or stores erected by the Developer.

27.2 No motor cars, caravans, motor cycles or other vehicles are to be parked or left on the Development Common Maintenance Parts except as permitted by Rule 27.3.

27.3 The following provisions apply to each Parking Space that is part of the Development Common Maintenance Parts:

27.3.1 Subject to Rules 27.3.2 and 27.3.2, each such Parking Space may be used for the parking of a motor cycle or a motor car or a small van (meaning a van with a capacity not exceeding 12 m³ and for no other purpose;

27.3.2 No vehicle is to remain continuously parked in the same such Parking Space for a period longer than 24 Hours; and

27.3.3 Any vehicle parked on any such Parking Space must be roadworthy and compliant with any applicable law, including those relating to road tax and MOT testing.

- 27.4 No pedal cycles, prams, scooters or other like items may be stored or left on the Development Common Maintenance Parts or the Prospectively Adoptable Roads and Footpaths except (as regards pedal cycles) in any cycle racks or stores specifically provided for that purpose.
- 27.5 As regards skips or building materials:
- 27.5.1 such must not be placed or stored on any part of the Development Common Maintenance Parts; and
- 27.5.2 any which are placed or stored on any other part of the Development must:
- 27.5.2.1 not obstruct any of the Prospectively Adoptable Roads and Footpaths or any roads or footways which are in common use; and
- 27.5.2.2 be removed within 1 month of being so placed or stored,
- EXCEPT that this Rule 27.5 shall not apply to any such placing or storage by the Developer relative to construction by the Developer on any part of the Development.
- 27.6 No satellite dishes, television aerials or other forms of receiver may be attached, affixed, suspended or otherwise connected to the Development Common Maintenance Parts or the Prospectively Adoptable Roads and Footpaths.
- 27.7 The Prospectively Adoptable Roads and Footpaths and all other roads, paths and footways within the Development Common Maintenance Parts must be kept free from obstruction.
- 27.8 Nothing may be done on the Development Common Maintenance Parts or the Prospectively Adoptable Roads and Footpaths which constitutes a nuisance or occasions disturbance to any Owners.
- 27.9 Without prejudice to Rule 27.8, and except as aftermentioned, no part of the Development Common Maintenance Parts may be used for:
- 27.9.1 drying clothes;
- 27.9.2 barbeques; or
- 27.9.3 playing ball games,
- except that any of these things may be done on any areas that may be designated for any of such purposes from time to time either by the Developer or as decided by the Association at a General Meeting.
- 27.10 Existing trees and shrubs growing on the Development Common Maintenance Parts must not be pruned, cut down or damaged unless:
- 27.10.1 by order of the Local Authority; or
- 27.10.2 within the framework of a maintenance plan:
- 27.10.2.1 approved and agreed between the Manager or the Association on the one part and the Local Authority on the other part; or

27.10.2.2 being carried out on the instructions of the Manager in accordance with good horticultural practice.

28 **RULE 28 - MAINTENANCE OF UNITS**

28.1 Each Owner of a Unit must:-

28.1.1 Maintain his Unit, including the House and any other buildings on his Unit;

28.1.2 control vermin on his Unit;

28.1.3 immediately treat any dry rot or other form of rot or infestation which is detected in the House on his Unit;

28.1.4 repair any damage to water or other service pipes or wires in his Unit which are outside the House on his Unit, immediately after the same is detected; and

28.1.5 keep garden ground within his Unit neat and tidy and free from weeds.

28.2 If an Owner fails to comply with his obligations under Rules 28.1:

28.2.1 the relevant works or actions which the Owner has failed to carry out or take may be carried out or taken by the Manager with a right of reimbursement for expenses against the Owner; and

28.2.2 the defaulting Owner will be liable for:

28.2.2.1 any damage caused to another Unit or any other part of the Development; or

28.2.2.2 loss suffered by any other Owner,

in either case as a direct or indirect result of such failure.

29 **RULE 29 - MAINTENANCE OF MUTUAL WALLS (SEMI-DETACHED AND TERRACED HOUSES)**

The wall between any Semi-detached Houses or between any Terraced Houses, one half width of which is owned by the Owner of each of such Houses, must be Maintained by the Owners of the adjoining Houses at their joint expense.

30 **RULE 30 - MAINTENANCE OF CERTAIN SHARED OWNERSHIP ITEMS**

30.1 Subject to the exclusion aftermentioned, this Rule applies to any:-

30.1.1 building;

30.1.2 driveway or path or landscaped area;

30.1.3 Parking Space;

30.1.4 Bin Store

30.1.5 Cycle Store

30.1.6 Service Media; and

30.1.7 any other shared ownership items

which is or are owned, or part of which is or are owned, by the Owners of two or more Houses in pro indiviso shares but excluding, such that this Rule does not apply to, any Development Common Maintenance Parts.

30.2 The Owners of the relevant Houses must Maintain the property to which this Rule applies, the costs being shared equally between or among the Owners of the relevant Houses; and each Owner is liable accordingly.

30.3 Each Owner must keep any shared ownership driveways, paths, Parking Spaces, Service Media and any other shared items free from obstruction.

31 RULE 31 - VISITOR PARKING SPACES.

31.1 Any visitors parking spaces shall be for the temporary use of visiting guests of any Owner and their vehicle and shall not be used by the Owners or for the parking of Owner's vehicles.

32 RULE 32 - BOUNDARY WALLS, FENCES, GATES AND HEDGES

32.1 Save for those erected by the Developer, no other boundary walls, fences or gates must be erected anywhere on the Development. Any such walls or fences or hedges shall be erected on one half of each of the adjoining Units and shall thereafter be maintained by the adjoining Owners jointly at their equal expense. Where a wall, fence or hedge separates a Unit from part of the Development Common Maintenance Parts it shall be maintained and, if necessary renewed, at the Owner's sole expense

32.2 Boundary walls, fences or gates must not be used by any Owner as a support or strengthening for trellis work or other items except with Neighbour Consent.

32.3 Once erected by the Developer, walls, gates or fences must not be:

32.3.1 added to;

32.3.2 removed or repositioned;

32.3.3 increased in height such that their height exceeds 1050 millimetres; or

32.3.4 replaced (if necessary, by reason of wear and tear or damage) with anything other than the same specification as the original.

except with Neighbour Consent.

32.4 Once planted by the Developer or any Owner:

32.4.1 any hedges on the Development must not be permitted by their Owners to grow in excess of 1.8 metres in height; and

32.4.2 any other plants, conifers, trees (other than those affected by a Tree Preservation Order) or other planting within a Unit must not be permitted by their Owners to grow in excess of 3.6 metres in height.

32.5 Each Owner must Maintain (including repainting every four years) the boundary walls, fences, gates and hedges owned by them (exclusively or in common) EXCEPT to any extent that relevant Maintenance is carried out, or intended to be carried out, on the instructions of the Manager, but then the relevant Owner's

obligation shall be to pay his appropriate share of the part of the Service Charge which is attributable to such Maintenance, as set out in Rule 19.

- 32.6 No change is to be made to the colour of the external paintwork of any boundary wall or fence on any part of the Development.

33 **RULE 33 - DOGS**

- 33.1 No dog is permitted on the Development:
- 33.1.1 except within the dog-owner's own Unit, provided that the dog is not a nuisance to any Owners of other Units; or
 - 33.1.2 unless the dog is:
 - 33.1.2.1 kept on a lead; and
 - 33.1.2.2 accompanied by a responsible person.
- 33.2 No dog must be allowed to foul any part of the Development.

34 **RULE 34 - SERVICE STRIPS**

- 34.1 The Manager shall undertake the Upkeep of the Service Strips (whether comprising part of any Unit or part of the Managed Gardens or otherwise) in accordance with Rule 25.
- 34.2 The Service Strips must be kept in such a way that their location and identity are apparent, and they must be Maintained.
- 34.3 Nothing may be planted, allowed to grow or placed on the Service Strips other than grass seeding, turf or pathway connections to the Prospectively Adoptable Roads and Footpaths.
- 34.4 No building or other structure or anything, which could impede immediate access, can be erected on the Service Strips, and they must be kept clear of all surface and underground obstructions.
- 34.5 Any existing block paviers or other surfaces on the Service Strips must be left undisturbed by the Owners except where there is a requirement for essential repair work to be undertaken in which event:
- 34.5.1 such block paviers or other surfaces may be subject to disruption but the disruption must be for the minimum period practicable; and
 - 34.5.2 following completion of such essential repair work, the disturbed block paviers or other surfaces are reinstated.
- 34.6 Nothing must be done by an Owner which would be likely to:-
- 34.6.1 damage any pipes, ducts, cables or other apparatus within the Service Strips;
 - 34.6.2 make access to such apparatus more difficult or expensive; or
 - 34.6.3 alter the surface level of the Service Strips.

35 **RULE 35 - VISIBILITY SPLAYS**

- 35.1 Nothing may be planted or allowed to grow on any Visibility Splays other than grass seeding or turf.
- 35.2 No building or other structure or obstruction may be erected on any Visibility Splays.

36 **RULE 36 SEWER WAYLEAVE AREAS**

No building or other structure (under exception of all roads, paths, parking areas, play areas, or other features formed or to be formed by the Developer), nor anything which could impede immediate access, can be erected on any Sewer Wayleave Area, each of which must be kept clear of all obstructions.

Any existing surface feature on any Sewer Wayleave Areas must be left undisturbed except where there is a requirement for essential repair work to be undertaken in which event, any disruption must be for the minimum practicable period and thereafter the relevant surface feature must be reinstated.

Nothing shall be done which would be likely to damage any pipe or other Service Media located within any Sewer Wayleave Areas, or be likely to make access to such pipe or Service Media more difficult or expensive, or which may alter the surface level of any Sewer Wayleave Area.

PART 6 - INSURANCE AND REINSTATEMENT

37 **RULE 37 - INSURANCE AND REINSTATEMENT**

Each Unit:

- 37.1 must, at all times, be insured by its Owner with a reputable insurer, for the full cost of reinstatement, against loss by fire and other risks normally insured under a buildings insurance policy for a domestic property of the nature of the Unit; and
- 37.2 if the Unit (including any House or other buildings or erections forming part of the Unit) is or are damaged or destroyed, it or they must be repaired or rebuilt by its Owner, within two years of the date of occurrence of the damage or destruction:
- 37.2.1 using the whole sums received from the relevant insurers and with the Owner making up any shortfall; and
- 37.2.2 to its previous design and dimensions.


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Director/Authorised Signatory


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Director/Authorised Signatory